

16th OCTOBER 2014

# Cottons

CHARTERED SURVEYORS

## AUCTION

THURSDAY 16th OCTOBER 2014  
11:00 AM

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## LOCATION

ASTON VILLA FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE

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0121 247 2233 [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

**[www.cottons.co.uk](http://www.cottons.co.uk)**

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at [www.cottons.co.uk](http://www.cottons.co.uk) and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not

### Auctioneers Advice

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

## IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

### Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Debit/Credit Card Payments**

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

### Credit card or Business card Payments

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

Please note we only accept Visa and MasterCard. All cards must be Chip & Pin enabled.

### ID

All purchasers will be required to provide proof of both their Identity and Current Address. We require that all parties intending to bid for any properties, must bring with them the following items:

- **Full UK Passport or Photo Driving Licence (for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)**

### Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

11. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.

12. The Auctioneers reserve the right to photograph successful bidders for security purposes.

13. The successful bidder will be required to pay an Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

### Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

### Definition

#### Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

#### Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

# A Collective Auction Sale of 53 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities. By instruction of a variety of Vendors including Coventry City Council, Banks, Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

## Order of Sale

Lot Property				Lot Property			
1	57 HARLESTON ROAD, GREAT BARR, BIRMINGHAM,	B44 8RP	Freehold Vacant Residential	45	37 OXFORD STREET, STIRCHLEY, BIRMINGHAM,	B30 2LH	Freehold Vacant Residential
2	14 ESSEX STREET, WALSALL,	WS2 7AU	Freehold Vacant Residential	46	39 PRIORY ROAD, KINGS HEATH, BIRMINGHAM,	B14 7NR	Freehold Vacant Residential
3	56 VALLEY ROAD, BLOXWICH, WALSALL,	WS3 3EU	Freehold Residential Investment	47	28 AVENUE ROAD, BILSTON, WEST MIDLANDS	WV14 9DJ	Freehold Vacant Residential
4	105 ST. GEORGES ROAD, COVENTRY,	CV1 2DJ	Freehold Vacant Residential	48	230 THE AVENUE, ACOCKS GREEN, BIRMINGHAM,	B27 6NU	Freehold Vacant Residential
5	79 BORROWDALE ROAD, NORTHFIELD, BIRMINGHAM	B31 5QP	Freehold Vacant Residential	49	496 - 504 COVENTRY ROAD & 9,11, 21 MUNTZ STREET, SMALL HEATH		Freehold Commercial Investment
6	FLAT 62 RIVENDALL COURT, 1071 STRATFORD ROAD, HALL GREEN,	B28 8AT	Leasehold Vacant Residential	50	13 MUNTZ STREET, SMALL HEATH, BIRMINGHAM,	B10 9SN	Freehold Commercial Investment
7	FLAT 18, 10 COVENTRY ROAD, COLESHILL, BIRMINGHAM,	B46 3BE	Leasehold Premises	51	15 MUNTZ STREET, SMALL HEATH, BIRMINGHAM,	B10 9SN	Freehold Commercial Investment
8	151 PARK LANE WEST, TIPTON, WEST MIDLANDS	DY4 8LE	Freehold Vacant Residential	52	17 - 19 MUNTZ STREET, SMALL HEATH, BIRMINGHAM,	B10 9SN	Freehold Commercial Investment
9	MCGHEES BAR, WHEELERS FOLD, WOLVERHAMPTON,	WV1 1HN	Freehold Commercial Investment	53	95 WRIGHT STREET, SMALL HEATH, BIRMINGHAM,	B10 9SP	Freehold Commercial Investment
10	UNIT 12 PHOENIX BUSINESS PARK, AVENUE CLOSE, ASTON, BIRMINGHAM,		Freehold Vacant Commercial				
11	200 FREDERICK ROAD, ASTON,, BIRMINGHAM,	B6 6DG	Freehold Vacant Residential				
12	TESSALL HOUSE, 1163 BRISTOL ROAD SOUTH, NORTHFIELD, BIRMINGHAM,		Freehold Vacant Residential				
13	1 LOMBARD STREET, LICHFIELD, STAFFORDSHIRE	WS13 6DP	Freehold Vacant Commercial				
14	1 THE COACH HOUSE, 6 REGENT STREET, WILLENHALL, WEST MIDLANDS		Freehold Vacant Residential				
15	18 HERBERT ROAD, HANDSWORTH, BIRMINGHAM	B21 9AE	Freehold Vacant Residential				
16	126 MOSTON STREET, BIRCHES HEAD STOKE-ON-TRENT,	ST1 2LT	Freehold Vacant Residential				
17	1 BRINDLEY STREET, STOURPORT-ON-SEVERN, WORCESTERSHIRE	DY13 8JA	Freehold Residential Investment				
18	3 BRINDLEY STREET, STOURPORT-ON-SEVERN, WORCESTERSHIRE		Freehold Commercial Investment				
19	32 BARKER STREET, OLDBURY, WEST MIDLANDS	B68 9UQ	Freehold Vacant Residential				
20	21 MAYBERRY CLOSE, BIRMINGHAM, WEST MIDLANDS	B14 4PX	Freehold Vacant Residential				
21	KENRICK HOUSE, UNION STREET, WEST BROMWICH,	B70 6DB	Freehold Vacant Commercial				
22	7 FOLEY ROAD EAST, SUTTON COLDFIELD, WEST MIDLANDS	B74 3HN	Freehold Vacant Residential				
23	160 ELMOND LANE, MARSTON GREEN,, BIRMINGHAM,	B37 7EB	Freehold Vacant Residential				
24	UNIT 6 KING STREET, SMETHWICK,, WEST MIDLANDS	B66 2JN	Leasehold Vacant Commercial				
25	UNIT 22 POPE STREET, SMETHWICK,, WEST MIDLANDS	B66 2JP	Leasehold Vacant Commercial				
26	2A HARRISON STREET, WALSALL, WEST MIDLANDS	WS3 3HP	Freehold Vacant Commercial				
27	26A, 26B & 26C STAFFORD STREET, MARKET DRAYTON, SHROPSHIRE		Freehold Residential Investment				
28	200 WOLVERHAMPTON STREET, DUDLEY, WEST MIDLANDS	DY1 1DZ	Freehold Vacant Commercial				
29	BUILDING PLOT ADJ. 1 MERSTOWE CLOSE, ACOCKS GREEN, BIRMINGHAM,		Freehold Building Plot				
30	174 BIRMINGHAM ROAD, WALSALL, WEST MIDLANDS	WS1 2NU	Freehold Vacant Residential				
31	5 STRENSHAM HILL, MOSELEY, BIRMINGHAM	B13 8AG	Freehold Residential Investment				
32	50 LICHFIELD STREET, WOLVERHAMPTON,	WV1 1DG	Freehold Vacant Commercial				
33	45 VICARAGE CLOSE, GREAT BARR, BIRMINGHAM	B42 2QU	Leasehold Vacant Residential				
34	115 BLACKBERRY LANE, HALESOWEN, WEST MIDLANDS	B63 4NZ	Freehold Vacant Residential				
35	15 LOWDHAM, WILNECOTE, TAMWORTH, STAFFORDSHIRE	B77 4LX	Leasehold Vacant Residential				
36	162 BLACKBROOK ROAD, HOLLY HALL, DUDLEY, WEST MIDLANDS	DY2 0QP	Freehold Vacant Residential				
37	125 HALESOWEN ROAD, NETHERTON, DUDLEY, WEST MIDLANDS	DY2 9PY	Freehold Vacant Commercial				
38	THE WHITE HART PUBLIC HOUSE, ROUNDWELL STREET, STOKE-ON-TRENT,		Freehold Vacant Public House				
39	27 LESLIE ROAD, WOLVERHAMPTON, WEST MIDLANDS	WV10 0BT	Freehold Vacant Residential				
40	FGR 1, 5 & 5A CHURCH DRIVE, PRESTWICH, MANCHESTER	M25 3JW	Freehold Ground Rents				
41	RES DEVELOPMENT SITE R/O 61-67 MAVOR DRIVE, BEDWORTH, CV12 0HH		Freehold Development Land				
42	FLATS 1 - 6 CHARNWOOD COURT, LONDON ROAD, COALVILLE, LE67 3JH		Freehold Residential Investment				
43	121 DUDLEY ROAD, TIPTON, WEST MIDLANDS	DY4 8DJ	Freehold Vacant Premises				
44	CASTLE VIEW, COVENTRY ROAD, FILLONGLEY, COVENTRY,	CV7 8ET	Freehold Vacant Residential				

### Auctioneers

Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS

### Valuers

Ian M. Axon, Stephen D. Sutton B.Sc. (Est.Man.) FRICS  
Dan O'Malley B.Sc. (Hons.) HND, Samuel J. Cooke B.Sc. (Hons.)

### Auction Manager

Sue Worrall

### Auction Team

Richard Longden B.Sc. (Hons.) MRICS,  
Peter C. Longden FRICS, Nada Turton, Julie Murphy, Yvonne Owen,  
Trish Doyle, Derek Dolphin, Ossie O'Malley, Kevin Hogan,  
Andrew Smith, Nick Burton and Richard Gaines.

## IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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### DEPOSIT/PAYMENT METHODS

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit/Credit Card

A surcharge of 2.00% is payable for all credit cards and any card associated with a business account

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All cards must be Chip & Pin enabled

### AUCTIONEER'S ADMINISTRATION FEE

Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue

### Auctioneers

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## LOT 1

### Freehold Vacant Possession

\*Guide Price: £58,000 - £64,000

### 57 Harleston Road, Great Barr, Birmingham, West Midlands B44 8RP

#### Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property is situated on a corner plot and has the potential for off road parking to the rear accessed via a service road. The property further benefits from having UPVC double glazing however does require modernisation and improvement. Harleston Road is located off Birdbrook Road and Goodway Road

#### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen

##### First Floor

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

#### Outside:

Front: Lawned foregarden

Rear: Lawned rear garden

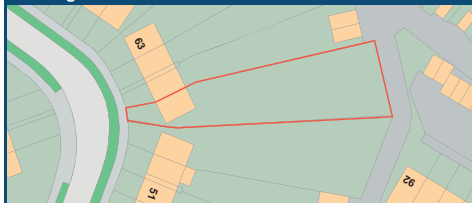
#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries



## LOT 2

### Freehold Vacant Possession

\*Guide Price: £40,000 - £45,000

### 14 Essex Street, Walsall, West Midlands WS2 7AU

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof benefiting from mostly UPVC double glazed windows, requiring complete modernisation and improvement throughout. Essex Street forms part of an established residential area and is located directly off Bloxwich Road (B4210) within approximately three quarters of a mile distance to the north of Walsall Town Centre.

#### Accommodation:

##### Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with bath having shower over, wash basin and wc

##### First Floor

Stairs and Landing, Three Bedrooms

#### Outside:

Front: Foregarden

Rear: Concrete paved yard, shared rear pedestrian access and separate garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



# Cottons

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**Full UK Passport or Photo Driving Licence (For identification)**  
Plus a Recent Utility Bill, Council Tax Bill or Bank Statement  
(as proof of your residential address)

All bidders are required to register with ourselves prior to the commencement of the auction and would request **where possible that potential purchasers visit our offices** along with the necessary ID and pre-register.

Thank you in advance for your co-operation.  
If you need any help please contact the Auction Team  
Tel 0121 247 2233

## LOT 3

**Freehold Investment**  
 \*Guide Price: £60,000 - £68,000

### 56 Valley Road, Walsall, West Midlands WS3 3EU

#### Property Description:

A semi detached house of brick construction surmounted by a hipped slate clad roof, set back from the road behind a lawned foregarden and driveway and benefiting from three bedrooms, garage and gas fired central heating. Valley Road forms part of an established residential area and the property is situated between the junctions with Victoria Avenue and Booth Street conveniently within approximately half a mile distance from Bloxwich Town Centre and approximately two miles distance to the north of Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy, the tenant having resided at the property since February 2011 and paying a rent of £450 per calendar month (£5,400 per annum)

#### Accommodation

##### Ground Floor

Entrance Hall, Living Room and Dining Kitchen

##### First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

##### Outside:

Front: Lawned foregarden and driveway providing off road parking, side garage

Rear: Paved patio and lawned garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 4

**Freehold Vacant Possession**  
 \*Guide Price: £70,000 - £78,000

### 105 St. Georges Road, Coventry, West Midlands CV1 2DJ

#### Property Description:

A traditional end terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and electric storage heating but requiring modernisation and improvement. The property forms part of a predominantly residential area popular with students and St Georges Road leads directly off Binley Road (A428) within approximately one third of a mile distance from the City Centre.

#### Outside:

Front: Walled foregarden

Rear: Concrete yard and paved garden with pedestrian side access

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

#### Accommodation:

##### Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with bath, pedestal wash basin and wc

##### First Floor

Stairs and Landing, Two Double Bedrooms



## LOT 5

**Freehold Vacant Possession**  
 \*Guide Price: £62,000 - £68,000

### 79 Borrowdale Road, Northfield, Birmingham, West Midlands B31 5QP

#### Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a garden and driveway allowing for off road parking. The property benefits from having UPVC double glazing. Borrowdale Road is located off Norrington Road which in turn can be found off Frankley Beeches Road

#### First Floor

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

#### Outside:

Front : Garden and driveway allowing for off road parking

Rear : Garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

#### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge, Kitchen





**LOT 6**

**Leasehold Vacant Retirement Flat**

\*Guide Price: £38,000 - £43,000

**Flat 62 The Lodge, Rivendell Court, 1071 Stratford Road, Hall Green, Birmingham, B28 8AT**

**Property Description:**

An attractive first floor apartment in a highly desirable development exclusively for over 60's (or over 55's subject to conditions) situated in a popular and convenient location. The property provides well laid out and presentable accommodation benefiting from lift access, UPVC double glazed windows, electric heating, well maintained and attractive communal gardens, secure car parking and with 24 hour emergency careline system, house manager, communal laundry and a residents' lounge/meeting room. The property is situated facing Stratford Road, set back behind a service road close to the junction with Cubley Road and within walking distance of many local retail amenities and services.

**Accommodation:**

**Ground Floor**

Communal Entrance with warden controlled security door entry system, lifts to first floor,

**First Floor**

Reception Hall with built in store, Lounge/Dining Room with French Doors and Juliette Balcony, Kitchen with a range of fitted units with built in oven, hob and cooker hood, Double Bedroom with built in wardrobe, Shower Room with glazed shower enclosure, vanity wash basin and wc

**Outside:**

Secure gated driveway to car parking and well maintained communal gardens

**Leasehold Information:**

Lease Term: 125 years from 1 May 1999

Ground Rent: Currently £330 per annum

Service Charge: Refer to legal pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 2472233



**DEPOSITS AND ADMINISTRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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**Personal/Company Cheque**

(all cheques are subject to a valid form of identification eg. passport or photo driving licence and must be accompanied by a Bank/Building Society Statement showing proof of funds)

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If you need any help please contact the Auction Team Tel 0121 247 2233

**LOT 7**
**By Instruction of the Joint LPA Receivers: Leasehold Premises: Part Vacant**
**\*Guide Price: £65,000 - £70,000**
**Retail Shop and Flat 18, 10 Coventry Road, Coleshill, Birmingham, West Midlands B46 3BE**
**Property Description:**

A three storey mid terraced premises surmounted by a pitched tile clad roof and comprising of a ground floor retail shop along with three bedroom duplex flat over. The property forms part of a neighbourhood retail parade and is located at the junction with Parkfield Road within half a mile distance from Coleshill High Street and approximately one mile distance from the M6 Motorway (junction 4). The flat accommodation benefits from UPVC double glazed windows and gas fired central heating.

**Tenancy Information**

Ground Floor: Retail Shop: Let on a Lease for a term of one year from 6th January 2014 at a rent of one peppercorn.

Residential Flat: Vacant

**Accommodation:**
**Ground Floor**

The ground floor accommodation has not been inspected. We understand from the website [www.voa.gov](http://www.voa.gov) that it comprises a Retail Shop, Store and Staff Toilets with Net Internal Area: 44.80sq.mtrs (482 sq.ft)

**Flat Accommodation**

**Ground Floor:** Shared Entrance Hall

**First Floor**

Stairs and Landing, Reception Hall, Dining Kitchen, Full Width Lounge

**Second Floor**

Stairs and Landing, Three Bedrooms, Bathroom with bath having shower over, pedestal wash basin and wc

**Leasehold Information:**

Lease Term: 99 years from 29/09/1963

Ground Rent: £35 per annum

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 2472233



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**LOT 8**

**Freehold Vacant Possession**

\*Guide Price: £60,000 - £66,000\*

**151 Park Lane West, Tipton, West Midlands DY4 8LE**

**Property Description:**

An end terraced property of part rendered brick construction set back from the road behind a walled foregarden and block paved driveway allowing for access to garage and providing secure off road parking. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Park Lane West (A457) is located off Dudley Port (A461)

Please Note: Following the presence of Japanese Knotweed located adjacent to the rear garden boundary, Sandwell Council have undertaken a Knotweed Control Programme that commenced in October 2012. Please see Legal Pack for Documentation.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Lounge, Kitchen/Diner

**First Floor**

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

**Outside**

Front : Walled foregarden and block paved driveway allowing for access to garage

Rear : Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



**LEGAL PACKS**

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

**If you need any help  
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Tel 0121 247 2233**



**LOT 9**
**Freehold Public House Investment**

\*Guide Price: £125,000 - £140,000

**McGhee's Bar, Wheelers Fold, Wolverhampton, West Midlands, WV1 1HN**

**Property Description:**

Wolverhampton is the second largest city within the West Midlands conurbation. The City has a long established industrial heritage and is located on the Northern edge of the Black Country. Today, the major industries within the city, are both engineering based and also within the service sector.

Wolverhampton City centre forms the main focal point for the regional road network within the North Western part of the West Midlands conurbation, leading out to rural Staffordshire and Shropshire. The National motorway network is accessible via junctions 10 and 1 of the M6 and M54 motorways, respectively, both of which are within 4 miles of the city centre.

The subject property is located within the retail core of Wolverhampton City centre, where a number of multiple retailers are located, including department store chain House of Fraser. Debenhams, who were previously listed as a principal anchor store on the Summer Row redevelopment project, have indicated that despite the demise of the scheme, they remain interested in opening a store in Wolverhampton. The property occupies a central City Centre location. The property is of two/three storey brickwork construction. The premises provides a ground floor bar with ancillary accommodation on the first and second floors.

The property is likely to be of interest primarily to private investors.

**Accommodation**
**Ground Floor**

Bar Area: 66.4sqmtrs (715sqft)

**First Floor**

Darts /Function Room: 40.8sqmtrs (439.sqft)

Gents Toilet, Landing, Ladies Toilet,

**Second Floor**

2 rooms 48.3sqmtrs (520.sqft)

Basement/Cellar (not inspected)

**Total Net Internal Area: 155.5sqmtrs (1,674sqft)**

**Energy Performance Certificate**

The EPC for this property was commissioned on 26th September 2014. This will be added to the Legal Pack and available on our website.

**Tenancy Details**

We are informed by the vendor that terms are agreed with the current tenant for the renewal of the lease. We are informed the new lease is for a term of 15 years, without breaks at a rent of £15,600 per annum, exclusive subject to upwards only review every 5 years. The new lease should be drafted on tenants full repairing and insuring terms.

Legal Documents – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233

## LOT 10

## Freehold Vacant Modern Office/Workshop Premises

\*Guide Price: £140,000 PLUS (+ VAT)

Unit 12 Phoenix Business Park, Avenue Close, Avenue Road, Aston, Birmingham, B7 4NU



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries



### Property Description:

A modern office/workshop premises forming part of a business park located directly off Avenue Road. The property is of two storey steel framed construction with brick/block walls surmounted by a pitched roof and benefits from double glazed windows, suspended ceilings with recessed cat 2 lighting, ample electric and network points, mains fitted fire detection system, ventilation heating/cooling systems to all principle rooms, carpeting throughout, recently refitted toilet and kitchen facilities and has recently undergone redecoration. The property is ready for immediate occupation and provides flexible and well laid out accommodation and whilst having previously been used as offices would readily adapt to workshop/retail use on the ground floor utilising a full height loading shutter access which is currently unused and partitioned off. In addition the property provides ample customer and staff accommodation including 10 designated parking spaces. Avenue Road leads directly off Aston Road North which connects

with Dartmouth Circus and provides direct access onto the Aston Expressway (A38M).

### Accommodation

#### Ground Floor

Reception Office with stairs off, Open Plan Office, Managers' Office, Walk-in Store, Kitchen with a range of modern fitments, Toilet with wc and wash room, Board Room

#### First Floor

Open Plan Office, Two Private Offices, Lobby, Ladies and Gents Toilets with wc and wash basin and Store

#### Outside:

Block paved forecourt providing allocated parking for 10 cars and loading access

### Net Internal Area

Ground Floor: 133.78sq.mtrs (1,440sq.ft)

First Floor: 135.06sq.mtrs (1,464sq.ft)

Total: 268.84sq.mtrs (2,904sq.ft)

Note: A nominal service charge is payable for general estate maintenance and upkeep currently £541 per annum

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons - 0121 247 2233





## LOT 11

**Freehold Vacant Possession**  
 \*Guide Price: £100,000 - £107,000

### 200 Frederick Road, Aston, Birmingham, West Midlands B6 6DG

#### Property Description:

A traditional mid terraced house of two storey brick construction offering well laid out accommodation and benefitting from UPVC double glazed windows and gas fired central heating but requiring some cosmetic improvement and modernisation. The property is set back from the road behind a walled foregarden and forms part of an established residential area conveniently located within a quarter of a mile distance from local shops and amenities and approximately one and a half miles distance to the north of Birmingham City Centre. Frederick Road leads directly off Witton Road (B4140) and the property is situated between the junctions with Whitehead Road and Bevington Road.

#### First Floor

Stairs and Landing, Three good sized Bedrooms

#### Outside:

Front: Walled foregarden  
 Rear: Paved yard and garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

**pennycuik  
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#### Accommodation:

##### Ground Floor

Vestibule entrance, Reception Hall (with cloaks cupboard and cellar off), Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panel bath, pedestal wash basin and wc.

## LOT 12

**Freehold Vacant Possession**  
 \*Guide Price: £70,000 - £80,000

### Tessall House, 1163 Bristol Road South, Northfield, Birmingham, West Midlands B31 2SL

#### Property Description:

A substantial former farmhouse of three storey brick construction surmounted by a pitched tile clad roof and originally constructed in 1893. The property which is set back behind a service station forms part of a small industrial estate and has most recently been used as ground floor retail/showroom premises along with a five bedroom residential flat to the first and second floors. The property is in need of some repair and improvement and may provide scope for alternative uses subject to obtaining relevant planning consent. The property is accessed from Bristol Road South by a driveway which serves that and the surrounding workshop properties and is located less than one mile distance to the south of Northfield Town Centre.

#### First Floor

Reception Hall, Lounge, Dining Kitchen, Bathroom with bath, wash basin and wc, Two Double Bedrooms

#### Second Floor

Stairs and Landing, Three further Double Bedrooms.

Note: All parties viewing this property are advised to take utmost caution when viewing the ground floor premises. Neither the Auctioneers nor Vendors accept any liability for any injury or harm caused.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



#### Accommodation:

##### Ground Floor

Retail/Office premises with U-shaped Show Room, Inner Hallway with internal stairs to first floor

**JEMMETT MANLEY**  
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This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries



## LOT 13

### Freehold Vacant Possession

\*Guide Price: £115,000 - £130,000

### 1 Lombard Street, Lichfield, Staffordshire WS13 6DP

#### Property Description:

The cathedral city of Lichfield is located approximately 16 miles north of Birmingham in south Staffordshire. The subject property is located in the town centre, on the fringe of the pedestrianised area, amongst a variety of independent retailers and commercial occupiers. The property comprises a two-storey, middle of terrace building, which is listed as of special architectural and historic importance. The building is of two-storey brickwork construction with a pitched tiled roof. The property provides retail and ancillary accommodation at ground floor level with storage and toilet facilities above.

The property is currently presented in poor general condition and requires comprehensive repair and improvement. Prospective purchasers view the property at their own risk and particular care should be taken when viewing the first floor which is unsafe. The property is considered of interest to owner-occupiers, investors and developers.

#### Accommodation:

##### Ground Floor:

Retail area: 21.9sq.mtrs (236sq.ft)

Sales/Store: 10.5sq.mtrs (113sq.ft)

Store: 12.5sq.mtrs (134sq.ft)

Store: 10.2sq.mtrs (110sq.ft)

Store: 8.9sq.mtrs (96sq.ft)

#### First Floor:

Offices/stores: 39.0sq.mtrs (420sq.ft)

**Total net internal area: 103.0sq.mtrs (1,109sq.ft)**

#### Town Planning

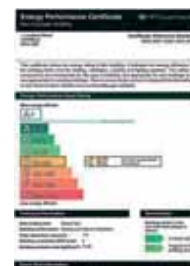
The Local Planning Authority have informally advised that there is unlikely to be an objection to converting part of the property to form self-contained residential accommodation. Interested parties may refer to a letter dated 24 April 2014, reference 14/00356/PREAPP, contained within the legal pack, outlining the Local Planning Authority's informal opinion.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 14

### Freehold Vacant Possession

\*Guide Price: £42,000 - £46,000

### 1 The Coach House 6 Regent Street, Willenhall, West Midlands WV13 1DJ

#### Property Description:

A self contained residential units that forms part of a former Coach House, the unit benefits from having secure gated access and an open plan Lounge/Kitchen with modern kitchen fittings. Regent Street is located off Granville Street which in turn is found off Bloxwich Road South

#### Accommodation:

##### Ground Floor

Lounge/Kitchen, Bedroom and Shower room having Shower cubicle, wash basin and WC

Legal Documents – Available at

[www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



## LOT 15

**Freehold Vacant Possession**

\*Guide Price: £140,000 - £150,000

### 1B Herbert Road, Handsworth, Birmingham, West Midlands B21 9AE

**Property Description:**

A semi-detached bungalow of brick construction surmounted by a tiled roof situated on a parcel of land extending to approximately 0.47 acres and accessed via a driveway adjacent to 1 Herbert Road or walkway adjacent to 155 Grove Lane. The property benefits from having well laid out accommodation and gas fired central heating however does require modernisation and improvement. The property/site maybe suitable for a variety of uses and all interested parties must please discuss any potential plans they have with Birmingham City Council.

**Accommodation:**
**Ground Floor**

Entrance Porch, Hallway, Lounge, Four Bedrooms, Kitchen and Bathroom having panelled bath with shower over, wash basin WC, Inner Lobby/Veranda, Sun Lounge and Shower Room

**Outside:**

(Front) Garden

Legal Documents – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



**Please note:** The property is currently surrounded by overgrown vegetation, the photo showing the bungalow was taken in 2004 and is for the purposes of identification only, all other photographs/plans are up-to-date.



Image taken 2004 (for identification purposes only)

## LOT 16

**Freehold Vacant Possession**

\*Guide Price: £42,000 - £46,000

### 126 Moston Street, Stoke-on-Trent, Staffordshire ST1 2LT

**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Moston Street is located off Hammersley Street which in turn can be found off Turner Street

**Accommodation:**
**Ground Floor**

Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath and wash basin, Separate WC

**First Floor**

Two Bedrooms

**Outside:**

Rear Yard Area

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 17

By Instruction of the Joint LPA Receivers

1 Brindley Street, Stourport-on-Severn, Worcestershire DY13 8JA



### Property Description:

A substantial House in Multiple Occupation (HMO) known as 1 Brindley Street but incorporating 27 Minster Road, occupying a sizeable rectangular plot extending to an area of 0.13 acres and prominently situated at the junction of Brindley Street and Minster Road. The property which has been refurbished and modernised throughout is offered for sale in a presentable and well managed condition currently laid out to provide 8 bedsitting rooms, some having en-suite facilities and with a range of ancillary living, kitchen and bathroom accommodation.

The property benefits from UPVC double glazed windows, gas fired central heating, mains fitted fire detection system, modern fitments, well maintained communal gardens and off road parking located to the rear. Stourport-On-Severn comprises a

popular town located on the banks of the river Severn and the property is conveniently within one third of a mile distance from Stourport Town Centre.

### Tenancy Information

Seven rooms are currently let on separate tenancy agreements producing a rental of £37,780 per annum inclusive of heating, lighting, water, council tax and general cleaning.

Room 7 is currently vacant providing scope to increase the total rental income once let.

### Accommodation

#### Ground Floor

Side Entrance Hall, Cloak Room with wc and wash basin, Room One with En-suite Shower Room having wc, Dining Kitchen with a range of modern fitted units, Lobby, Room Two with En-suite Shower

Room having wc, Lounge, Lobby, Store Room, Room Three with En-suite Shower Room having wc, Conservatory providing additional Dining Room/Lounge/Kitchen facilities with a range of fitted units and access to garden, Side Entrance Hall, Room Four with En-suite Shower Room having wc

### First Floor

Stairs and Landing, Cloak Room with wc and wash basin, Shower Room with glazed shower, Four Double Bedrooms each with wash basin

### Outside:

Well maintained lawned garden to rear with brick stores and secure parking area.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 2472233



**Freehold Residential Investment Opportunity**  
\*Guide Price: £180,000 - £200,000



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries

## LOT 18

**Freehold Investment**

\*Guide Price: £120,000-£130,000

**By Instruction of the Joint LPA Receivers**

**3 Brindley Street, Stourport-on-Severn, Worcestershire, DY13 8JA**



### Property Description:

A traditional built link detached two storey commercial premises of rendered brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable condition benefiting from part gas fired central heating, mostly UPVC double glazed windows and off road car parking.

The property is situated close to the junction with Minster Road and forms part of a predominantly residential area conveniently within approximately

one third of a mile distance from Stourport Town Centre.

### Tenancy Information

The property is currently let as a Beauty Salon on a lease for a term of 3 years from 9th September 2013 at a rental of £260 per week (£13,520 per annum)

### Accommodation

#### Ground Floor

Double Fronted Retail Shop, Hallway, Cloak Room with wc and wash basin, Kitchen, Treatment Room

One, Lobby with cellar access having One Room, Treatment Room Two, Treatment Room Three

### First Floor

Stairs and Landing, Shower Room with wc and wash basin, Three Rooms

### Outside:

Side driveway providing vehicular parking and enclosed rear garden

### Net Internal Area

Ground Floor: 68.28 sq.mtrs (734 sq.ft)  
Cellar: 12.28 sq.mtrs (132 sq.ft)  
First Floor: 28.7 sq.mtrs (308 sq.ft)  
Total: 109.26 sq.mtrs (1176 sq.ft)

### Legal Documents:

Available at  
[www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons  
0121 247 2233





## LOT 19

**Freehold Vacant Possession**

\*Guide Price: £68,000 - £72,000

### 32 Barker Street, Oldbury, West Midlands B68 9UQ

**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Barker Street is located off both Warley Road and Rood End Road.

**Accommodation:**
**Ground Floor:**

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, wash basin and WC

**First Floor:**

Two Bedrooms

**Outside:**

**Front :** Walled foregarden

**Rear :** Garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 20

**Freehold Vacant Possession**

\*Guide Price: £84,000-£88,000

### 21 Mayberry Close, Birmingham, West Midlands B14 4PX

**Property Description:**

An end terraced two storey houseset back from Mayberry Close behind an open grassed area and approached via a pedestrian walkway, together with small lawned fore garden. The property benefits from upvc double glazing and gas fired central heating.

Mayberry Close is a cul-de-sac accessed off Maypole Lane, a short distance from Alcester Road (A435).

**Accommodation:**
**Ground Floor**

Enclosed Porch, Hallway, Storage Cupboard, Reception Room and Kitchen.

**First Floor**

Stairs, Landing, 3 Bedrooms, Bathroom with panel bath, separate shower enclosure, Wash basin & WC.

**Outside:**

Lawned fore garden and a paved area to the rear.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 21

### Kenrick House, Union Street/Hall Street South, West Bromwich, West Midlands B70 6DB



#### Property Description:

West Bromwich is a large industrial town within the Metropolitan Borough of Sandwell and forms part of the Black Country. The national motorway network is accessible at Junction 1 of the M5 motorway located within one mile of the subject property.

The building is particularly imposing and impressive and is listed as of special architectural and historic importance, with notable features including terracotta brickwork, gothic styled roofs and arches, as well as a unique clock tower. The building is of three-storey brickwork construction, with pitched plain clay tiled roofs.

The property was originally developed to provide warehouse accommodation on the ground floor, with two floors of offices above. The property includes a plot of land, to Hall Street South, which has potential for use as a car park, or further onsite expansion, subject to statutory consents. There is also additional land to the South of the building, which provides space for loading and further car parking. The property is considered of interest to owner-occupiers and developers.

#### Town Planning:

The property is a listed building of special architectural and historic importance.

Interested parties should study an Agreement dated 7 October 2013, prepared under Section 106 of the Town and Country Planning Act 1990 relating to the property and the application of income received from advertising hoardings attached to the building.

The accumulated funds generated from advertising revenue are to be assigned to a purchaser upon completion. Interested parties should refer to the legal pack to establish arrangements for the transfer. We are informed by the vendors that the advertising hoarding has previously generated an income of £10,250 plus VAT for two weeks of advertising.

It is believed the previous uses for the property fall within use classes B1 (Business) and B8 (storage or distribution). It is considered the property is suitable for a whole range of alternative uses, including leisure, residential, community use or perhaps continuation of advertising rights, subject to statutory consents.

#### Accommodation:

**Ground Floor:** Warehouse – Gross Internal Area: 952sq.mtrs (10,248sq.ft)

**First Floor:** Offices: 952sq.mtrs (10,248sq.ft)

**Second Floor:** Offices: 952sq.mtrs (10,248sq.ft)

**Total Gross Internal Area: 2,856.sq.mtrs (30,743sq.ft)**

Note: The plan contained in these details is for identification purposes only. Please refer to the legal pack for confirmation of exact site boundaries.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233

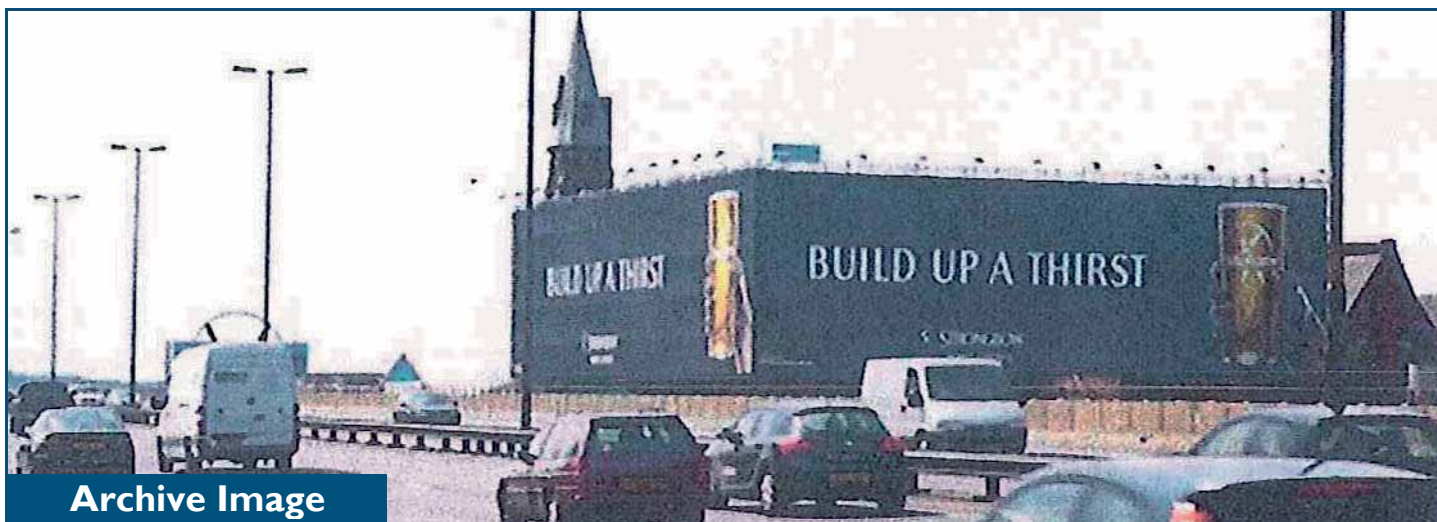
Note : 56 day completion is available



**Freehold Commercial Building with Vacant Possession**  
\*Guide Price: £225,000 - £250,000



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries



**Archive Image**



## LOT 22

### Freehold Vacant Detached Dwelling House

\*Guide Price: £400,000 - £430,000

7 Foley Road East, Streetly, Sutton Coldfield, West Midlands, B74 3HN



#### Property Description:

An opportunity to purchase an imposing detached dwelling house requiring complete renovation and modernisation throughout and situated in a highly sought after location. The property is of traditional two storey brick built construction surmounted by a pitched tile clad roof and occupies a substantial plot roughly rectangular in shape and extending to an area of approximately 0.34 acres. The property provides extensive family accommodation which includes sizeable living space along with four double bedrooms. Foley Road East is situated between Thornhill Road and Chester Road and the property is within close proximity to Sutton Park and approximately two and a half miles distance to the north west of Sutton Coldfield Town Centre.

#### Accommodation:

##### Ground Floor

Reception Entrance/Room with store cupboard, Lounge, Dining Room, Dining Kitchen with pantry, Rear Lobby, Store Room, Utility Room, Cloak Room with wc

##### First Floor

Stairs and Landing, Four Double Bedrooms, Bathroom with bath, wash basin and wc

##### Outside:

Front: Foregarden with tarmacadamed driveway providing off road parking and leading to garage  
Rear: Substantial garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)  
Completion will be 56 days following exchange of contracts or sooner by mutual agreement

#### Viewings:

Via Cottons - 0121 2472233

#### Note:

The property contains a large amount of personal effects and items. All parties Viewing must do so with utmost caution and neither the Auctioneers nor the Vendors accept any liability for any injury or harm caused.



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries



**LOT 23**
**Freehold Vacant Possession**  
 \*Guide Price: £185,000 - £200,000

**160 Elmdon Lane, Marston Green, Birmingham, West Midlands, B37 7EB**

**Property Description:**

A traditional two storey semi detached family house of brick construction surmounted by a hipped tile clad roof, offered for sale in a presentable and much improved condition having been extended to the rear and benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms, ample off road car parking with additional garage located to the rear and uniquely benefits from a large swimming pool situated in the rear garden. The property is situated to the southern section of Elmdon Lane in the popular village of Marston Green and is conveniently within half a mile distance from a range of local shops and amenities and Marston Green Railway Station and is within approximately two miles distance from the NEC, Birmingham International Airport and both the M42 (junction 6) and the M6 (junction 4) motorways.

**Accommodation:**
**Ground Floor**

Reception Hall, Dining Room, Extended Lounge/Sitting Room, 'L Shaped' Kitchen with a range of modern fitted units, Covered Side Passageway, Garage/Store, Cloak Room with wash basin and wc

**First Floor**

Stairs and Landing, Three Bedrooms, Family Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc

**Outside:**

Front: Paved forecourt providing ample off road car parking

Rear: Patio, partly lawned garden, large covered swimming pool (8.21 x 4.08mtrs), brick built garage with inspection pit and further garden area/parking space with secure gated access leading from Newlands Lane.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Completion will be 56 days following exchange of contracts or sooner by mutual agreement

**Viewings:**

Via Cottons - 0121 2472233



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries



**LOT 24**

By Instruction of the Joint LPA Receivers: Leasehold Vacant Premises  
\*Guide Price: £40,000 - £45,000

**Unit 6 King Street, Smethwick, West Midlands B66 2JN**

**Property Description:**

A detached industrial workshop premises of portal frame construction with brick infill walls and pitched roof situated fronting King Street, set back behind a forecourt parking and loading area and occupying a sizeable plot extending to approximately 0.437 acres (0.176 hectares). King Street forms part of a predominantly industrial area and leads off Downing Street which in turn leads off Booth Street (B4136) and is conveniently within approximately one mile distance from the M5 Motorway (junction 1)

**Accommodation:**

**Ground Floor**

Workshop Premises: 310sq.mtrs (3,338sq.ft), Eaves Height: 7 mtrs (23ft) and benefiting from vehicular loading access and a substantial internal crane (not tested) which runs the full length of the workshop premises, Two Offices, Ladies and Gents Toilets/Wash Rooms, Staff Room, Mezzanine Floor with Locker Room and Works Office

Gross Internal Area: 357.64sq.mtrs (3,849sq.ft)

Mezzanine: 41sq.mtrs (441sq.ft)

**Outside:**

Concrete forecourt and gated rear access to a secure storage yard

**Leasehold Information**

Lease Term: 75 years from 25th December 1968

Ground Rent: Refer to Legal Pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 2472233



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**LOT 25**

By Instruction of the Joint LPA Receivers: Leasehold Vacant Premises  
 \*Guide Price: £80,000 - £90,000

**Unit 22 Pope Street, (Also known as Plot 23 King Street), Smethwick, West Midlands, B66 2JP**


**Property Description:**

A substantial industrial workshop premises predominantly of a portal frame construction with brick infill walls and pitched roof with an attached ancillary workshop and prominently located at the junction of Pope Street and King Street which providing access from both roads. The property forms part of a predominantly industrial area and Pope Street leads off Lewisham Road/ Dartmouth Road which in turn leads off Kenrick Way and provides direct access to the M5 Motorway (junction 1) being within approximately one mile distance. The property occupies a site extending to an area of 0.419 acres (0.169 hectares)

**Accommodation:**
**Ground Floor**

Main Workshop/Industrial Premises: 714.61sq.mtrs (7,692sq.ft), Eaves Height: 5.14 mtrs (17ft) having Roller Shutter Vehicular Access off Pope Street, a Two Storey Internal Office Block containing Two Offices and Separate Toilet Block.

Adjoining Workshop: 182.97sq.mtrs (1,969sq.ft), Eaves Height: 4.41mtrs (14.5ft) having Roller Shutter Vehicular Access leading to Pope Street and a Vehicle inspection Pit.

**Outside:**

Forecourt parking area off Pope Street and secure yard area accessed from King Street

**Leasehold Information**

The property is subject to a long lease for a term of 75 years from 23rd March 1971  
 Ground Rent: Refer to Legal Pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 2472233



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries

## LOT 26

### Freehold Takeaway Premises with Vacant Possession

\*Guide Price: £35,000 - £40,000

#### 2A Harrison Street, Walsall, West Midlands WS3 3HP

##### Property Description:

Bloxwich is a district of Walsall, situated on the northern edge of the West Midlands conurbation, close to its border with Staffordshire.

The A34 Manchester to Southampton Road passes through Bloxwich, and forms part of the High Street within 50 metres of the subject property. Most of the shops and commercial activity within Bloxwich are based on this linear development. Bloxwich is located approximately four miles from the M6 motorway, between Junctions 10 and 11.

Harrison Street is located within the centre of Bloxwich, which provides a range of retail, commercial and leisure amenities and services.

The subject property comprises a two-storey detached building, formerly used as a hot food takeaway.

The building is of rendered brickwork construction, with a pitched tiled roof.

The property provides a shop and former kitchen area at ground floor level, with the first floor arranged to provide storage and toilet facilities.

The property is offered with vacant possession, and may be of interest to owner-occupiers and investors.

##### Ground Floor

Shop/kitchen 35.0 sq m (377 sq ft)

##### First Floor

Landing, toilet with WC and wash basin.

Store 15.0 sq m (161 sq ft)

Store 1.4 sq m (15 sq ft)

Total net internal area 51.4 sq m (553 sq ft)

Legal Documents – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



## LOT 27

### Freehold Residential Investment

\*Guide Price: £66,000 - £72,000

#### 26A, 26B and 26C Stafford Street, Market Drayton, Shropshire TF9 1HY

##### Property Description:

A three storey mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has been converted to provide three self-contained flats. The ground floor flat is approached via Stafford Street whereas the upper floor flats are approached via a tunnel entry at the rear. Stafford Street (A529) is located off High Street and is within walking distance to the main shops and local amenities of Market Drayton. Two of the three flats are currently let on Assured Shorthold Tenancies and produce £7,680 per annum. A schedule of tenancies is detailed below

##### Schedule of Tenancies

Ground Floor Flat : Vacant

First Floor Flat : Rented at £340 pcm (£4,080 per annum)

Second Floor Flat : Rented at £300 pcm (£3,600 per annum)

Total Rental Income £640 pcm (£7,680 per annum)

##### Accommodation:

##### Ground Floor Flat (not inspected)

Believed to comprise of Lounge/Bedroom, Kitchen and Bathroom having panelled bath, wash basin and WC

##### First Floor Flat

Kitchen/Living Room, Bedroom and Bathroom having panelled bath, wash basin and WC

##### Second Floor Flat

Lounge, Kitchen, Bedroom and Bathroom having panelled bath, wash basin and WC

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 28**
**Freehold Vacant Office Premises with Consent for Apartment Conversion**

\*Guide Price: £145,000 - £160,000

**200 Wolverhampton Street, Dudley, West Midlands, DY1 1DZ**

**Property Description:**

An attractive Grade II Listed period built town centre premises of part three and part four storey brick construction surmounted by a pitched slate clad roof and benefiting from planning/listed building consent for conversion of the existing premises to form four self contained apartments. The property is situated between Priory Street and Parsons Street forming part of Dudley Town Centre and has been used for many years as estate agency and solicitors offices. The property provides well laid out accommodation and contains many original and character features and further benefits from a rear car park with access by way of a vehicular right of way which leads off Priory Street.

**Planning/Listed Building Consent**

Listed Building Consent was granted by Dudley MBC (Ref: P13/1615) and dated 16th May 2014 for internal and external alterations to convert the building into four apartments. The plans approved with the consent detailed the following accommodation:

**Accommodation:**
**Basement**

Shared Entrance/Reception Hall and Cycle Store  
 Flat 1: Hallway, Dining Kitchen, Utility Room, Living Room, Bathroom and Bedroom.

**Ground Floor**

Flat 2: Hallway, Living Kitchen, Bedroom One with Ensuite Shower Room Bedroom, Bedroom Two, Bathroom.

**First Floor**

Hallway, Living Room, Dining Kitchen, Two Double Bedrooms and Bathroom

**Second Floor**

Hallway, Living Room, Kitchen, Two Double Bedrooms and Bathroom

**Outside:**

Residents Parking located to the rear

Note: A copy of the planning/listed building consent is available from the Auctioneers' offices or can be downloaded from Dudley MBC website.

Net Internal Areas(courtesy of www.voa.gov):

Lower Ground Floor: 59.2sq.mtrs (637sq.ft)

Ground Floor: 65.2sq.mtrs (701sq.ft)

First Floor: 79sq.mtrs (850sq.ft)

Second Floor: 70.9sq.mtrs (763sq.ft)

Total: 274.3sq.mtrs (2,951sq.ft)

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 2472233



## LOT 29

### Freehold Residential Building Plot

\*Guide Price: £70,000 - £80,000

### Residential Building Plot Adj, 1 Merstowe Close, Acocks Green, Birmingham, West Midlands B27 6QL

#### Property Description:

A parcel of freehold land extending to an area of 0.11 acres and prominently situated at the junction of Merstowe Close and Warwick Road (A41) located approximately a quarter of a mile distance to the north west of Acocks Green Shopping Centre and forming part of a popular residential suburb. The plot is situated at the entrance of a cul-de-sac known as Merstowe Close and benefits from planning consent for the erection of a three bedroom detached dwelling.

#### Planning

Planning consent was granted by Birmingham City Council (Ref: 2014/03996/PA) and dated 3rd September 2014 for the erection of a two storey three bedroom dwelling house with access. The Architect's drawings approved with the planning consent detailed a proposed dwelling with the following accommodation:

#### Proposed Accommodation:

##### Ground Floor

Reception Hall, Lounge/Dining Room/Kitchen

##### First Floor

Stairs and Landing, Three Bedrooms, Family Bathroom and wc

##### Outside:

Parking and surrounding gardens

Note: A copy of the planning consent is available from the Auctioneers or can be downloaded from Birmingham City Council Website.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries

## LOT 30

### Freehold Vacant Possession

\*Guide Price: £200,000 - £220,000

### 174 Birmingham Road, Walsall, West Midlands WSI 2NU

#### Property Description:

A semi-detached property of brick construction set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having four bedrooms and gas fired central heating. The property is situated on Birmingham Road which is located off Broadway North and the property is close to the junction with Jesson Road

#### Accommodation:

##### Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Rear Reception Room, Dining Room, Kitchen

##### First Floor

Four Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

##### Outside:

**Front** Walled foregarden and driveway allowing for off road parking

**Rear** Garden and brick built store

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233





**LOT 31**
**Freehold Part Investment/Part Vacant Possession**

\*Guide Price: £355,000 - £375,000

**5 Strensham Hill, Birmingham, West Midlands, B13 8AG**

**Property Description:**

A three storey linked detached property of brick construction surmounted by a tiled roof set back from the road behind a forecourt allowing for off road parking for numerous vehicles. The property has been converted to provide five separate self-contained flats. Strensham Hill is a cul-de-sac located off Edgbaston Road. Two of the flats are currently let on Assured Shorthold Tenancies and three are vacant. A schedule of tenancies and rental information are detailed below

**Schedule of Tenancies**

Flat 1 : Vacant

Flat 2 : Vacant

Flat 3 : Let at £390.00 pcm (£4,680 per annum)

Flat 4 : Vacant

Flat 5 : Let at £340.00 pcm (£4,080 per annum)

**Current Total Rental Income**

£730 pcm (£8,760 per annum)

**Accommodation**
**Ground Floor**
**Flat 1 - Accessed via the side**

Lounge, Kitchen, Two Bedrooms and Shower Room with shower cubicle, wash basin and WC, Cellar

**Flat 2 - (Main Building)**

Lounge, Kitchen, Two Bedrooms and Shower Room having shower cubicle, wash basin and WC

**First Floor**
**Flat 3**

Lounge, Kitchen, Bedroom and Bathroom having panelled bath with shower over, wash basin and WC

**Flat 4**

Kitchen/Lounge, Bedroom and Bathroom having panelled bath with shower over, wash basin and WC

**Second Floor**
**Flat 5**

Lounge/Kitchen, Bedroom, Bathroom having panelled bath with shower over, wash basin and WC

**Outside**
**Front** Forecourt providing off road parking

**Rear** Lawned garden

 Legal Documents – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



## LOT 32

### Freehold Shop/Residential Property with Vacant Possession

\*Guide Price: £170,000 - £190,000

#### 50 Lichfield Street, Wolverhampton, West Midlands WV1 1DG

##### Property Description:

Wolverhampton is the second largest city within the West Midlands conurbation. The City has a long established industrial heritage and is located on the Northern edge of the Black Country. Today, the major industries within the city, are both engineering based and also within the service sector.

Wolverhampton City centre forms the main focal point for the regional road network within the North Western part of the West Midlands conurbation leading out to rural Staffordshire and Shropshire. The National motorway network is accessible via junctions 10 and 1 of the M6 and M54 motorways, respectively, both of which are within 4 miles of the city centre.

The subject property is located within the retail core of Wolverhampton City centre, where a number of multiple retailers are located, including department store chain House of Fraser. Debenhams, who were previously listed as a principal anchor store on the Summer Row redevelopment project, have indicated that despite the demise of the scheme, they remain interested in opening a store in Wolverhampton. The subject property is located adjacent Corals betting office.

The property is of four storey brickwork construction, partially stone clad to the front elevation.

The property provides a shop at ground floor level, previously used as a restaurant and hot food take-away. The upper floors are self-contained, being approached via a separate side entrance and were previously used for residential purposes.

The property is likely to be of interest to private investors, owner, occupiers and developer

##### Ground Floor

Take-away/Restaurant: 48.5sq.mtrs (522sqft)

Kitchen : 23.6 sq.mtrs (254sqft)

**Ground Floor, Net Internal Area 72.1 sq.mtrs (776sqft)**

##### First Floor

Landing, WC, Bathroom, Kitchen/Living Room

Gross Internal Area : 535sqft (49.7sq.mtrs)

##### Second Floor

Landing, with Toilet, Bathroom, Kitchen/Living Room

Gross Internal Area: 526sqft (48.9sq.mtrs)

##### Third Floor

Toilet and shower Room, Kitchen/Bedsit: Gross Internal Area: 350sqft (32.5sq.mtrs)

##### Outside

Rear : Yard

**Total Gross Internal Area, upper floors: 1,411sqft (131.1sq.mtrs)**



##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233

**HAWKINS**  
property management

## LOT 33

### Leasehold Vacant Possession

\*Guide Price: £48,000 - £54,000

#### 45 Vicarage Close, Great Barr, Birmingham, West Midlands B42 2QU

##### Property Description:

A ground floor two bedroomed maisonette situated on Vicarage Close. The property benefits from having UPVC double glazing however does require modernisation and improvement. Vicarage Close is a cul-de-sac located off Beeches Road which in turn can be found off Aldridge Road

##### Accommodation:

###### Ground Floor

Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, wash basin and WC

##### Outside:

Rear : Garden and garage located in a separate block

##### Lease Information

**Term** : 99 years from 25th March 1969

**Ground Rent** : £25

**Legal Documents** - Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** - Via Cottons - 0121 247 2233





**LOT 34**
**Freehold Vacant Possession**  
 \*Guide Price: £150,000 - £160,000

**115 Blackberry Lane, Halesowen, West Midlands, B63 4NZ**

**Property Description:**

A detached property of brick construction surmounted by a tiled roof set back from the road behind a gravelled right of way providing access to garage. The property benefits from having UPVC double glazing (apart from the ground floor bay), gas fired central heating and is offered in a presentable condition throughout. Blackberry Lane is located off Fairfield Road which in turn can be found off Waxland Road

**Accommodation:**
**Ground Floor**

Entrance Hallway, Kitchen, Dining Room, Lounge, Snug, WC and Utility Room having shower cubicle

**First Floor**

Three Bedrooms and Bathroom having panelled bath, wash basin and WC

**Outside:**

Rear : Lawned garden

Legal Documents – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



VIEWS FROM THE REAR



## LOT 35

### Leasehold Vacant Possession

\*Guide Price: £50,000 - £55,000

### 15 Lowdham, Wilnecote, Tamworth, Staffordshire B77 4LX

#### Property Description:

A ground floor flat situated in a purpose built block of brick construction surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating. Lowdham is located off Malham Road which in turn is found off Pennine Way (B5080)

#### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge, Kitchen, Bedroom, Bathroom having panelled bath, wash basin and WC

##### Outside:

Lawned rear garden and parking area

#### Leasehold Information

Term : 99 years from 25th December 1979

Rent : £25 rising to £50

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 36

### Freehold Vacant Possession

\*Guide Price: £60,000-£65,000

### 162 Blackbrook Road, Holly Hall, Dudley, West Midlands DY2 0QP

#### Property Description:

Semi-detached property of rendered brickwork construction with pitched tiled roof. The property is situated near Blackbrook Bridge, a bridge over the Dudley canal. The property is approached via the Dudley Southern Bypass (A461). Access to the property is via Pear Tree Lane Industrial Estate (Pear Tree Lane) and turning up Blackbrook Road.

#### Accommodation:

##### Ground Floor

Entrance hallway into kitchen, Reception room, Utility room

Bathroom, including panel bath and wash basin with separate WC.

#### First Floor

Stairs to landing and 3 bedrooms.

#### Outside:

The property has front and side lawn gardens and shed.

Access is via a shared pathway with neighbouring house 163 Blackbrook Road.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



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**LOT 37**
**Freehold Vacant Possession**

\*Guide Price: £50,000 - £54,000

**125 Halesowen Road, Netherton, Dudley, West Midlands DY2 9PY**
**Property Description:**

Netherton was a Black Country Village, now a district of Dudley Metropolitan Borough, approximately 1.5 miles south of the town centre. The majority of Netherton's retail area lies along, Halesowen Road, (A459) and indeed the subject property is located on the Eastern side of Halesowen Road in the town centre. The area was originally developed during the Victorian period and was well known for heavy industrial activity, including the manufacture of chains and nails, as well as coal mining. There is still significant industrial activity in the area and the Dudley Enterprise Zone, developed in the 1980s, has stretched beyond Netherton's borders into Brierley Hill. Road communications around the area have been significantly improved in recent years through the construction of the Dudley Southern By-pass (A461).

The property comprises a two story, middle of terrace shop, with basement or cellar storage space. The property is located within the centre of Netherton, and benefits from roadside parking.

The main building is of two story rendered brickwork construction, with a pitched slate roof. There is a single story lean to at the rear of the shop, with basement storage accommodation premises beneath. The property was last used for the retail sale of fruit and vegetables, and is offered with vacant possession.

**Ground Floor**

Retail area: 27.8sq.mtrs (300sq.ft)  
 Kitchen/Store: 13.0sq.mtrs (140sq.ft)  
 Toilet

**First Floor**

Store (front) 13.6sq.mtrs (147sq.ft)  
 Middle Store: 3.3sq.mtrs (35sq.ft)  
 Rear Store: 12.0sq.m (129sq.ft)

**Total Net Internal Area: 69.7sqmtrs (750sq.ft)**

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233


**Energy Performance Certificate**

The EPC for this property was commissioned on 26th September 2014. This will be added to the Legal Pack and available on our website.



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## LOT 38

**Freehold Vacant Public House**  
\*Guide Price: £60,000-£65,000+VAT

### The White Hart Public House, 43 Roundwell Street, Tunstall, Stoke-on-Trent, Staffs ST6 5JJ

#### Property Description:

A detached two storey public house of brick construction surmounted by a pitched tile clad roof, situated fronting Roundwell Street at the junction with Ladywell Road and forming part of a predominantly residential area which contains a mix of traditional and modern housing. The property benefits from a side driveway which leads to a gated rear yard containing a detached double garage. The property requires some cosmetic improvement if it is to continue to be used as a public house or alternatively may be suitable for alternate uses subject to obtaining appropriate planning consents. The property forms part of the Tunstall area of Stoke-On-Trent and Roundwell Street leads directly off High Street (A50) which provides access to local amenities and services.

#### Accommodation:

##### Ground Floor

Public Bar: 42sq.mtrs (452sq.ft), Bar Served, Cellar, Ladies and Gents Toilets,

##### Living Accommodation

##### Ground Floor

Lounge and Kitchen

##### First Floor

Lounge, Two Bedrooms and Bathroom

##### Outside:

Driveway providing off road parking, secure rear yard with detached brick built garage



#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 2472233



## LOT 39

**Freehold Vacant Possession**  
\*Guide Price: £50,000 - £56,000

### 27 Leslie Road, Wolverhampton, West Midlands WV10 0BT

#### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled fore-garden. The property benefits from having part UPVC double glazing and gas fired central heating. Leslie Road is located off both Powell Street and Cannock Road

#### Accommodation:

##### Ground Floor

Lounge, Dining Room, Kitchen and Shower Room having shower cubicle, wash basin and WC

#### First Floor

Two Bedrooms

#### Outside:

**Front :** Walled fore-garden

**Rear :** Garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233





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## LOT 40

**Freehold Ground Rents**  
 \*Guide Price: £7,000 - £10,000

**Freehold Ground Rents, 1, 5 & 5A Church Drive, Prestwich, Manchester, Lancashire M25 3JW**



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries

### Property Description:

An investment opportunity comprising three individual freehold ground rents each secured upon a modern three storey townhouse located adjacent to the junction with Warwick Street and situated in a predominantly residential area forming part of the local town of Prestwich located approximately three miles distance to the north of Manchester City Centre.

Each property is subject to a long lease for a term of 999 years from 1st January 2004 at a fixed ground rent of £250 per annum.

Total Ground Rent Income: £750 per annum

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Not Applicable

## LOT 41

**Freehold Residential Development Site**  
 \*Guide Price: £50,000 - PLUS

**Land to Rear of, 61 - 67 Mavor Drive, Bedworth, Warwickshire CV12 0HH**

### Property Description:

A parcel of freehold land previously containing lock up garages which have been demolished and cleared extending to an area of approximately 0.26 acres (0.10hectares) having vehicular access adjacent to number 61 Mavor Drive. The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and a half miles distance to the south west of Bedworth Town Centre.

### Planning

Planning consent for the erection of 5 houses comprising of a pair of semi-detached two storey dwellings and a terrace of three two storey dwellings was granted by appeal (Reference APP/VV3710/A/09/2115875) and dated 11th February 2010 but this has now lapsed. An outline application was made to Nuneaton and Bedworth Borough Council on 17th July 2014 Ref: 032869 to renew the aforementioned consent and this has been recommended for approval subject to the developer entering into a Section 106 agreement relating to the off site provision of public open space.

A copy of the planning documentation and correspondence is available for inspection in



the legal pack or on Nuneaton and Bedworth Borough Council Website and all interested parties must satisfy themselves of the current planning status prior to bidding.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via - Cottons - 0121 247 2233



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries

## LOT 42

### Freehold Residential Investment Opportunity

\*Guide Price: £60,000 - £65,000

#### Flats 1 - 6 Charnwood Court, London Road, Coalville, Leicestershire LE67 3JH

##### Property Description:

A freehold residential investment opportunity comprising of a three storey purpose built block of flats of brick construction with pitched tile clad roof and containing two ground floor flats and four duplex flats located on the first and second floors. Five flats are subject to long leasehold interests, each paying an annual ground rent and one flat is let on an Assured Shorthold Tenancy.

The property is situated at the junction of London Road and Forest Road the latter providing access for vehicular parking to the rear and is situated approximately three quarters of a mile distance from Coalville Town Centre. Coalville is located off the A511 Ashby Road within approximately ten miles to the north west of Leicester city centre.

##### Schedule of Tenancies

Address	Term	Ground Rent
Flat 1 Charnwood Court	99 Years expiring 28/09/2074	£25 per annum
Flat 2 Charnwood Court	99 Years expiring 28/09/2074	£25 per annum
Flat 3 Charnwood Court	189 Years expiring 28 September 2164	Peppercorn
Flat 4 Charnwood Court	Let on an Assured Shorthold Tenancy expiring 01/11/2014	£5,100 per annum
Flat 5 Charnwood Court	99 Years expiring 28/09/2074	£25 per annum
Flat 6 Charnwood Court	99 Years expiring 24/04/2092	£100 per annum
Total Income		£5,275 per annum

The Freehold title includes Flat 4 which comprises:

##### Ground Floor:

Hallway, Kitchen, Lounge, Two Bedrooms, Bathroom.

##### Landlord and Tenant Act 1987

Section 5b notices have been served upon all lessees

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 43

### Freehold Shop and Flat - Part Income Producing

\*Guide Price: £90,000-£99,000

#### 121 Dudley Road, Tipton, West Midlands DY4 8DJ

##### Property Description:

The property is located on the Western side of Dudley Road (A4037), close to its junction with Sedgley Road West and not far from Mad O'Rourke's pie factory, a popular local attraction facility. The property comprises a detached building, with a drive-way to the left hand side, facing from the front and a yard at the rear.

The building is located between a convenience store and a take-away. The main building is of two storey rendered brick construction, with a pitched slate roof. The ground floor shop premises were last used as a hairdressing shop and are offered with vacant possession. The first floor flat is let by way of an assured shorthold tenancy and is income producing. The property is considered of interest to owner-occupiers and investors.

##### First floor self-contained flat:

(Not inspected by the auctioneers/accommodation details supplied by the vendor)  
Kitchen, hall-way, living room, two bedrooms and bathroom/toilet

##### Tenancy:

We are informed by the vendor the first floor flat is let by way of an assured short-hold tenancy producing a rent of £385.00 per calendar month.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

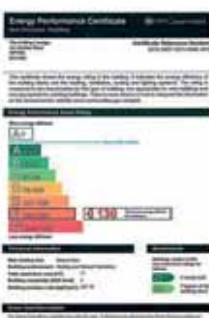
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##### Accommodation

##### Ground Floor:

Retail area: 39.8sqmtrs (428sq.ft)  
Inner Lobby, Toilet  
Kitchen: 2.8sqmtrs (30sqft)  
Tanning Room: 10.7sqmtrs (115sqft)  
Treatment Room: 11.2sqmtrs (120sqft)  
**Total Net Internal Area: 64.5sqmtrs (694sqft)**





**LOT 44**
**Freehold Vacant Possession**  
 \*Guide Price: £275,000 - £300,000

**Castle View, Coventry Road, Fillongley, Coventry, West Midlands, CV7 8ET**

**Property Description:**

A substantial brick built residential property surmounted by a pitched tile clad roof having been substantially extended to the rear and providing extensive accommodation currently laid out to provide two informal flats situated in the front section of the property along with a house to the rear. The property is situated directly fronting Coventry Road and benefits from double glazed windows, gas fired central heating and a rear car parking area. Fillongley comprises of a well regarded Warwickshire village located approximately five miles distance to the north of Coventry City Centre.

**Planning**

We understand the property has previously been used as a guest house and may provide scope for a variety of uses subject to obtaining planning consent from the local planning department at North Warwickshire Borough Council.

**Accommodation:**
**Ground Floor**

Flat One: Reception Hall, Lounge, Bedroom and Proposed Shower Room with wc only, Kitchen

Flat Two:

Side Entrance Hall

**First Floor**

Stairs and Landing with walk in cupboard, Bedroom One (double), Bedroom Two (double) with En-suite Shower Room having wash basin and wc, Kitchen, Lounge, Bathroom having glazed shower enclosure, panelled bath, pedestal wash basin and wc

**Second Floor**

Stairs to large Loft Room

**House Accommodation**
**Ground Floor**

Reception Hall, Large Open Plan Living Room/Dining/Kitchen with feature fire place

**First Floor**

Stairs and Landing, Three Double Bedrooms, Bathroom with bath, wash basin and wc

**Second Floor**

Stairs and Gallery Landing having restricted head height and Two Rooms

**Outside:**

Rear: Garden and parking area accessed by a vehicular right of way

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 2472233



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries



## LOT 45

### Freehold Vacant Possession

\*Guide Price: £92,000 - £95,000

### 37 Oxford Street, Stirchley, Birmingham, West Midlands B30 2LH

#### Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing however does require modernisation and improvement. Oxford Street is located off both Bond Street and Bournville Lane

#### Accommodation:

##### Ground Floor

Entrance Porch, Lounge, Dining Room and Kitchen

#### First Floor

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

#### Outside:

Front Walled foregarden

Rear Garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 46

### Freehold Vacant Possession

\*Guide Price: £170,000 - £180,000

### 39 Priory Road, Kings Heath, Birmingham, West Midlands B14 7NR

#### Property Description:

An attractive semi detached house of traditional brick construction with part rendered elevations and surmounted by a pitched tile clad roof, benefiting from mostly UPVC double glazed windows, gas fired central heating and a large well maintained rear garden. The property is situated on a popular residential road which runs directly between Vicarage Road (A4040) and Cartland Road. Kings Heath High Street is situated within approximately half a mile distance to the north west which provides access to a wide range of retail amenities and services.

#### Accommodation:

##### Ground Floor

Canopy Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of fitted units

##### First Floor

Three Bedrooms, Bathroom with bath, wash basin and wc

#### Outside:

Front: Lawned foregarden set behind mature privet hedge, driveway leading to side garage containing separate wc  
Rear: Paved patio and a well maintained long lawned garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 2472233



**HARRY R. BARBER. F.R.I.C.S.**  
CHARTERED SURVEYOR  
ESTATE AGENT, VALUER AND AUCTIONEER



## LOT 47

**Freehold Vacant Possession**

\*Guide Price: £135,000 - 150,000

### 28 Avenue Road, Bilston, West Midlands WV14 9DJ

**Property Description:**

A substantial detached house of two storey rendered brick construction surmounted by a hipped slate clad roof and occupying a large rectangular shaped plot which extends to an area of approximately 0.3 acres (0.12 hectares) and which may offer future development potential. The property provides generous accommodation but requires complete repair and renovation throughout. The property forms part of a predominantly residential area and Avenue Road leads off Green Street which in turn leads via Vicarage Road to Birmingham New Road (A4123).

**Accommodation:**
**Ground Floor**

Reception Hall, Cellar Access comprising of Two Rooms, Through Lounge, Dining Room, Kitchen, Lobby, Cloak Room and wc, Rear Hallway/Utility and Rear Reception Room

**First Floor**

Stairs and Dual Landing, Bedroom One subdivided for provision of En-suite Shower Room, Four Further Bedrooms, Proposed Bathroom (no fittings)

**Outside:**

Front: Gravelled foregarden and side driveway

Rear: Large rear garden

**Planning**

The property may provide scope for alternate use or redevelopment subject to obtaining planning consent from the local planning department and all interested parties should make their enquiries prior to bidding.

Note 1: The property is in poor state of repair and all parties viewing must take utmost caution and do so entirely at their own risk.

Note 2: We understand an occurrence of Japanese knotweed in the rear garden has been treated and correspondence will be available on the legal pack.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233



This plan is for identification purposes only please refer to the Legal Pack for confirmation of the exact boundaries

## LOT 48

**Freehold Vacant Possession**

\*Guide Price: £122,000 - £128,000

### 230 The Avenue, Acocks Green, Birmingham, West Midlands B27 6NU

**Property Description:**

A three bedroomed end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and tarmac covered driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The Avenue is located off both Lincoln Road and Yardley Road and the property is within approximately a quarter of a miles distance from Acocks Green Railway Station

**Accommodation:**
**Ground Floor**

Entrance Hallway, Reception Room 1, Reception Room 2, Dining Room, Kitchen and WC

**First Floor**

Three Bedrooms and Bathroom having panelled bath, shower cubicle, wash basin and WC

**Outside**

(Front) Walled foregarden and driveway allowing for off road parking  
(Rear) Garden


**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233

## Lot 49

## Valuable Freehold Investment Opportunity

Guide Price: £750,000 - £800,000

496, 498, 500, 502 & 504 Coventry Road & 9, 21 Muntz Street, Birmingham B10 0UN



### Property Description:

A portfolio of freehold investment properties prominently situated at the junction of Coventry Road and Muntz Street in the heart of Small Heath and comprising of five retail shops fronting Coventry Road and two retail shops fronting Muntz Street.

The properties are all of traditional predominantly two storey construction surmounted by pitched roofs and are collectively let on one lease and therefore offered for sale as one lot. The properties are offered for sale as part of a portfolio by kind instruction of H Rowley Holdings Limited who have owned the

property for many years and they form part of an established and predominantly residential area in Small Heath and located within approximately one mile distance to the east of Birmingham City Centre.

### Tenancy Information:

The property is let on a lease for a term of 20 years which commenced on 26th March 2013 at a current rent of £25,500 per annum on Full Repairing and Insuring Terms with five yearly rent reviews. In addition to the payment of rent and insurance, the tenant further pays a premium which equates to £7,512.88 per annum for a period of 10 years from the commencement of the lease.



### 496 to 498 Coventry Road

A corner retail premises trading as a dress wear shop with rear coach house comprising:

#### Ground Floor:

Double Retail Shop Premises with Changing Rooms, Three Store Rooms: 242.55sq.mtrs (2,610sq.ft)

#### First Floor:

Stairs and Landing, Four Rooms, Kitchen, Toilet and Mezzanine Floor to Coach House: 176.76sq.mtrs (1,902sq.ft)



### 500 Coventry Road

A mid-terraced retail shop trading as a café comprising:

#### Ground Floor:

Cafe Premises: 53.61sq.mtrs (577sq.ft), Rear Hallway, Toilet

#### First Floor:

Stairs and Landing, Cafe/Dining Room: 39.15sq.mtrs (421sq.ft)







### 502 Coventry Road

A mid terraced retail shop trading as a Hot Food Takeaway and Restaurant comprising:

#### Ground Floor:

Retail Shop having 32 Covers: 55.25sq.mtrs (594sq.ft) with Lobby, Toilet, Hallway, Kitchen: 13.84sq.mtrs (148sq.ft)

#### First Floor:

Two Rooms: 58.91sq.mtrs (634sq.ft) accessed from No. 500



### 504 Coventry Road

A mid terraced retail shop comprising:

#### Ground Floor:

Retail Shop: 62sq.mtrs (667sq.ft), Rear Room: 9.18sq.mtrs (98sq.ft)

#### First Floor:

Currently uninhabitable and not inspected



### 9 Muntz Street

A semi detached retail shop trading as a Hot Food Takeaway:

#### Ground Floor:

Retail Shop: 30.29sq.mtrs (326sq.ft)

#### First Floor:

Not Inspected



### 21 Muntz Street

End terraced retail premises trading as a Barbers

#### Ground Floor:

Retail Shop: 23.64sq.mtrs (254sq.ft), Lobby/Wash Room, Hallway, Middle Room: 10.2sq.mtrs (109sq.ft), Rear Room: 6.47sq.mtrs (69sq.ft)

#### First Floor & Second Floor:

Not Inspected

The properties benefit from rear yard areas to the outside



**Note: Completion will be 56 days from exchange of contracts**

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

## LOT 50

**Freehold Investment**  
\*Guide Price: £90,000 - £100,000

### 13 Muntz Street, Small Heath, Birmingham, West Midlands B10 9SN

#### Property Description:

An end terraced two storey premises of traditional brick construction surmounted by a pitched tile clad roof, comprising of a ground floor hairdressing salon with living accommodation/storage to the first floor. The property directly fronts Muntz Street and is located in a parade between the junctions of Coventry Road and Wright Street and forms part of the established and predominantly residential area of Small Heath which is located approximately one mile distance to the east of Birmingham City Centre. The property is being offered for sale as part of a portfolio by kind instruction of H Rowley Holdings Limited who have owned the property for many years.

#### Tenancy Information

The property is currently let on a lease on full repairing and insuring terms which commenced on 6th November 1991 expiring on 28th September 2013 with the tenant currently holding over paying a rental of £3,380 per annum

#### Accommodation:

##### Ground Floor

Retail Shop/Hair Dressing Salon: 21.96sq.mtrs (236sq.ft), Rear Salon: 13.5sq.mtrs (145sq.ft)

Rear Entrance Hall, Utility Room: 6.4sq.mtrs (69sq.ft), Lobby and Separate WC

#### First Floor

Stairs and Landing, Lounge, Bedroom, Kitchen and Bathroom

#### Outside:

Rear yard

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233

**BK** Bruton Knowles



## LOT 51

**Freehold Investment**  
\*Guide Price: £90,000 - £100,000

### 15 Muntz Street, Small Heath, Birmingham, West Midlands B10 9SN

#### Property Description:

An mid terraced two storey premises of traditional brick construction surmounted by a pitched tile clad roof, comprising of a ground floor hot food takeaway with living accommodation/storage to the first floor. The property directly fronts Muntz Street and is located in a parade between the junctions of Coventry Road and Wright Street and forms part of the established and predominantly residential area of Small Heath which is located approximately one mile distance to the east of Birmingham City Centre. The property is being offered for sale as part of a portfolio by kind instruction of H Rowley Holdings Limited who have owned the property for many years.

#### Tenancy Information

The property is currently let on a full repairing and insuring lease which commenced on 22 June 1999 expiring on 24th March 2030 at a current rental of £4,500 per annum subject to five yearly rent reviews.

#### Ground Floor

Retail Shop/Takeaway: 23.10sq.mtrs (248sq.ft), Preparation Room: 12.7sq.mtrs (136sq.ft)  
Kitchen: 11.7sq.mtrs (125sq.ft)

#### First Floor

Stairs and Landing, Lounge, Bedroom and Bathroom

#### Outside:

Rear yard

**BK** Bruton Knowles





## LOT 52

**Freehold Investment**  
 \*Guide Price: £185,000 - £200,000

### 17 - 19 Muntz Street, Small Heath, Birmingham, West Midlands B10 9SN

#### Property Description:

A pair of mid terraced two storey brick built retail shops surmounted by pitched tile clad roofs, comprising of two separate ground floor premises along with combined accommodation to the first and second floors providing a substantial flat/living accommodation with five bedrooms. The property directly fronts Muntz Street and is located in a parade between the junctions of Coventry Road and Wright Street and forms part of the established and predominantly residential area of Small Heath which is located approximately one mile distance to the east of Birmingham City Centre. The property is being offered for sale as part of a portfolio by kind instruction of H Rowley Holdings Limited who have owned the property for many years.

#### Tenancy Information

The property which trades partly as a shoe shop and partly as a hot food takeaway is subject to a full repairing and insuring lease which commenced on 24 June 2008 expiring on 23 June 2018 at a recently reviewed rent of £12,000 per annum and subject to five yearly rent reviews.

#### Ground Floor

17 Muntz Street  
 Retail Shop: 27.71sq.mtrs (298sq.ft)  
 Store Room One: 13.67sq.mtrs (147sq.ft)  
 Store Room Two: 4.52sq.mtrs (48sq.ft)  
 Store Room Three: 12.41sq.mtrs (133sq.ft)

#### 19 Muntz Street

Hot Food Takeaway/Café: with Kitchen and wc (not measured)

#### First Floor

17/19 Muntz Street  
 Combined Accommodation comprising Stairs and Landing, Lounge, Kitchen, Four Bedrooms, Bathroom and Shower Room

#### Second Floor

Attic Bedroom Five

#### Outside:

Rear yard and garden

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 53

**Freehold Investment**  
 \*Guide Price: £90,000 - £100,000

### 95 Wright Street, Small Heath, Birmingham, West Midlands B10 9SP

#### Property Description:

A detached warehouse premises set back from Wright Street behind a secure gated forecourt. Wright Street comprises of a cul-de-sac which leads directly off Muntz Street approximately 200 metres north of Coventry Road and forms part of the established and predominantly residential area of Small Heath which is located approximately one mile distance to the east of Birmingham City Centre.

The property is being offered for sale as part of a portfolio by kind instruction of H Rowley Holdings Limited who have owned the property for many years.

#### Tenancy Information

The property is subject to a full repairing and insuring lease which commenced on 18th February 2014 expiring on 17th February 2039 at a current rent of £6,375 per annum and subject to five yearly rent reviews.

#### Accommodation

##### Ground Floor

Warehouse Premises comprising of Six Rooms, Two Toilets each with wash basin, Mezzanine Offices

#### Outside:

Secure gated forecourt and yard area

Gross Internal Area (Ground Floor Only)  
 515.95sq.mtrs (5,553sq.ft)

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233



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JIB183.10.13

# Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit \_\_\_\_\_

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

# Common Auction Conditions for Auction of Real Estate in England & Wales

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## A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

## A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.

## A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always — as the **seller** may fix the final reserve price just before bidding commences.

## A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

## A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price you bid** plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**. Words in bold blue type have special meanings, which are defined in the Glossary. The general conditions (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

## G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

## G2. Deposit

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

## G3. Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

## G4. Title and identity

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

- (i) the application for registration of title made to the land registry;
  - (ii) the **documents** accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.



G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

#### G5. Transfer

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and

(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

#### G6. Completion

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 Payment is to be made in pounds sterling and only by:

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.

#### G7. Notice to complete

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

- (a) terminate the **contract**;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the **lot**; and
- (e) claim damages from the **buyer**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

- (a) terminate the **contract**; and
- (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

#### G8. If the contract is brought to an end

If the **contract** is lawfully brought to an end:

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

#### G9. Landlord's licence

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:

- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

#### G10. Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
  - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

#### G11 Arrears

##### Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of

rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

##### Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

##### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

#### G12. Management

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

#### G13. Rent deposits

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### G14. VAT

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

#### G15. Transfer as a going concern

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's** **VAT** registration;
  - (b) that the **buyer** has made a **VAT option**; and
  - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
- (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

#### G16. Capital allowances

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in

respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

(a) to make an election on **completion** under Section

198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and

(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### **G17. Maintenance agreements**

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

#### **G18. Landlord and Tenant Act 1987**

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 58 and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### **G19. Sale by practitioner**

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

(a) in its condition at **completion**;

(b) for such title as the **seller** may have; and

(c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

#### **G20. TUPE**

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

#### **G21. Environmental**

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

#### **G22. Service Charge**

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

#### **G23. Rent reviews**

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to

be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

#### **G24. Tenancy renewals**

G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

#### **G25. Warranties**

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

#### **G26. No assignment**

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

#### **G27. Registration at the Land Registry**

G27.1 This **condition** G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

#### **G28. Notices and other communications**

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

#### **G29. Contracts (Rights of Third Parties) Act 1999**

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

**A full copy of the Common Auction Conditions including the Glossary can be found at:  
[www.rics.org/commonauctionconditions](http://www.rics.org/commonauctionconditions)**





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