

25th MAY 2017

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 25th MAY 2017

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 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 they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

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 £850 (inclusive of 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 £250 (inclusive of VAT).

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquires 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 36 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents, Land and Development Opportunities. By instruction of a variety of Vendors including, Solicitors, Joint Property Agents, Companies and Private Clients.

1	27 NORWICH ROAD, WALSALL, WS2 9UR	Freehold Vacant Residential	30	52 CHURCHFIELD AVENUE, TIPTON, DY4 9NF	Leasehold Vacant Residential
2	52 PROSSER STREET, WOLVERHAMPTON, WV10 9AR	Freehold Vacant Residential	31	90 CHELMSFORD COURT, NASH SQUARE, B'HAM, B42 2EX	Leasehold Vacant Residential
3	51 BARLOW ROAD, WEDNESBURY, WS10 9QB	Freehold Vacant Residential	32	3 ROSEMARY LANE, MADLEY, HEREFORD, HR2 9LS	Freehold Vacant Residential
4	22 ALLEN CLOSE, GREAT BARR, B'HAM, B43 5PT	Leasehold Vacant Residential	33	41 SLADEFIELD ROAD, ALUM ROCK, B'HAM, B8 3PF	Freehold Vacant Residential
5	32 BARKER STREET, OLDBURY, B68 9UQ	Freehold Vacant Residential	34	2 DEVONSHIRE DRIVE, WEST BROMWICH, B71 4AA	Freehold Vacant Residential
6	BUILDING PLOT 17 JOHNSON STREET, B'HAM, B7 5PX	Freehold Building Plot	35	44 GREENHILL ROAD, HANDSWORTH, B'HAM, B21 8DY	Freehold Vacant Residential
7	19 REDHALL ROAD, DUDLEY, DY3 2NU	Freehold Vacant Residential	36	33 MUNTZ STREET, SMALL HEATH, B'HAM, B10 9SN	Freehold Vacant Residential
8	63 WALLACE ROAD, BILSTON, WV14 8BW	Freehold Vacant Residential			
9	29 UNETT STREET, BIRMINGHAM, B19 3BP	Leasehold Residential Investment			
10	9 STAR CLOSE, BENTLEY, WALSALL, WS2 0LU	Freehold Vacant Residential			
11	600 PARKFIELD ROAD, WOLVERHAMPTON, WV4 6EL	Freehold Vacant Residential			
12	89 ROUND ROAD, ERDINGTON, B'HAM, B24 9SJ	Leasehold Vacant Residential			
13	THE OLD FARMHOUSE, ASHFLATS LANE, STAFFORD, ST18 9BP	Freehold Vacant Residential			
14	11 WAYFIELD CLOSE, SHIRLEY, SOLIHULL, B90 3HH	Freehold Residential Investment			
15	21 EIGN GATE, HEREFORD, HEREFORDSHIRE HR4 0AB	Freehold Vacant Commercial			
16	94 PARKES STREET, SMETHWICK, B67 6BH	Freehold Vacant Residential			
17	73 SOMERSET RD, HANDSWORTH WOOD, B'HAM, B20 2JF	Freehold Residential Investment			
18	86 DINGLE STREET, OLDBURY, B69 2DY	Freehold Vacant Residential			
19	73 BURLINGTON ROAD, WEST BROMWICH, B70 6LE	Freehold Vacant Residential			
20	34 SYCAMORE ROAD, WEDNESBURY, WS10 0BG	Freehold Vacant Residential			
21	111 NEACHELLS LANE, WOLVERHAMPTON, WV11 3PP	Freehold Vacant Residential			
22	LAND AT AYLESBURY ROAD, HOCKLEY HEATH, B94 6PJ	Freehold Land			
23	49 MOOR POOL AVENUE, HARBORNE, B'HAM, B17 9DT	Freehold Vacant Residential			
24	ADDRESS REMOVED - NOT OFFERED FOR SALE	Withdrawn from Auction			
25	FGR 3 WHITMINSTER CLOSE, WILLENHALL, WV12 4ER	Freehold Ground Rent			
26	FGR 10 RAYMOND CLOSE, WALSALL, WS2 7AG	Freehold Ground Rent			
27	FGR 16 RAYMOND CLOSE, WALSALL, WS2 7AG	Freehold Ground Rent			
28	23 CHARTERS AVE, CODSALL, WOLVERHAMPTON, WV8 2JH	Freehold Vacant Residential			
29	4 CHURCHFIELD AVENUE, TIPTON, DY4 9NF	Leasehold Vacant Residential			

Auctioneers

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

Valuers: Ian M. Axon, Stuart R. Tullah FNAVA, Stephen, D. Sutton B.Sc. (Est.Man.) FRICS, Dan O'Malley B.Sc. (Hons.) HND

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IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.

ID REQUIREMENTS

- Full UK Passport or Photo Driving Licence
- Recent Utility Bill, Council Tax Bill, or Bank Statement (not a mobile phone bill)

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

Please note we only accept Visa and MasterCard

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

IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £850 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

Additional Fees / Costs / Charges **MAY** be payable by the buyer in addition to the purchase price. These **MAY** include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges 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.

LOT 1

Freehold Vacant Possession
 *Guide Price: £65,000 - £70,000 (+Fees)

27 Norwich Road, Walsall, West Midlands WS2 9UR

Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from UPVC double glazing, gas fired central heating and the potential for further off road parking to the rear accessed via a service road. Norwich Road is located off Primley Avenue which in turn can be found off Wolverhampton Road (A454). The property is within approximately three quarters of a mile distance from Junction 10 of the M6 Motorway.

Legal Documents:

Available at www.cottons.co.uk

Accommodation

Ground Floor

Entrance Porch, Entrance Hallway, Lounge,

First Floor

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

Outside:

Front Lawned foregarden and paved driveway allowing for off road parking

Rear Patio with lawned garden, brick built store x 2 and garage located to the rear with the potential for off road parking via a service road

Viewings

Via Cottons - 0121 247 2233



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 £850 (inclusive of 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 £250 (inclusive of 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.

Auction deposits may be paid by the following methods

Debit/Credit Card

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.

Personal/Company Cheque/Bank or Building Society Draft

(cheques payments must be accompanied by a Bank/Building Society Statement showing proof of funds)

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.

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

Cottons
 CHARTERED SURVEYORS

LOT 2

Freehold Vacant Mid Terraced House

*Guide Price: £35,000 - £40,000 (+Fees)

52 Prosser Street, Wolverhampton, West Midlands WV10 9AR

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from mostly UPVC double glazed windows and gas fired central heating but requiring improvement and repair throughout.

Prosser Street forms part of a traditional residential area and leads directly off Cannock Road (A460) conveniently within approximately two thirds of a mile to the north east of Wolverhampton City Centre.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Extended Dining Kitchen (no fittings), Cloak Room with wc and wash basin, Covered Rear Entrance

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with bath only.

Outside:

Rear: Paved rear garden and brick store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 3

Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £69,000 - £79,000 (+Fees)

51 Barlow Road, Wednesbury, West Midlands WS10 9QB

Property Description:

A semi detached house of rendered brick construction surmounted by a pitched tile clad roof, occupying a large plot set back behind a deep forecourt and driveway and benefiting from mostly UPVC double glazed windows, gas fired central heating and three bedrooms.

The property provides well laid out accommodation and forms part of a predominantly residential area and Barlow Road leads off Myvod Road which in turn leads off Wood Green Road (A461) and the property is conveniently located within half a mile from both the M6 Motorway (junction 9) and Gallagher Retail Park located on Axletree Way. Wednesbury Town Centre is located approximately one mile to the south west.

Accommodation:

Ground Floor

Entrance Hall, Through Lounge/Dining Room, Kitchen with a range of fitted units, Rear Entrance Hall with store and separate toilet.

First Floor

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

Outside:

Front: Large foregarden and a long driveway providing off road parking

Rear: Pedestrian side access to a patio area and large garden.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 4
Leasehold Vacant Maisonette
 *Guide Price: £45,000 - £50,000 (+Fees)

22 Allen Close, Great Barr, Birmingham, West Midlands B43 5PT
Property Description:

A ground floor purpose built maisonette forming part of a two storey development and providing well laid out accommodation, benefiting from gas fired central heating, UPVC double glazed windows and rear garden.

Allen Close comprises a cul-de-sac and forms part of an established residential area and leads off West Road which in turn leads off Spouthouse Lane and provides direct access to both Hamstead Road (B4167) and Old Walsall Road (B4124).

Accommodation:
Ground Floor

Entrance Hall, Lounge/Dining Room, Inner Hall, Shower Room with glazed shower

enclosure, wash basin and wc, Kitchen with a range of units and built in cupboard, Double Bedroom

Outside:

Front: Walled foregarden

Rear: Yard with covered rear entrance and garden

Leasehold Information

Lease Term: 125 years from 1st April 1998

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Legal Documents:

Available at 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
please contact the Auction Team
Tel 0121 247 2233**

LOT 5

Freehold Vacant Possession
 *Guide Price: £70,000 - £76,000 (+Fees)

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.

Outside:

Front : Walled foregarden
Rear : Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor:

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

First Floor:

Two Bedrooms



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LOT 6

Freehold Building Plot - Consent for a Detached Dwelling

*Guide Price: £38,000 - £44,000 (+Fees)

Building Plot, 17 Johnson Street, Birmingham, West Midlands B7 5PX

Property Description:

An opportunity to purchase a residential building plot comprising a rectangular shaped parcel of land extending to an area of approximately 166sq.mtrs (1,784sq.ft), situated directly fronting Johnson Street adjacent to number 15 and having the benefit of rear vehicular access located off a shared service road.

The plot is offered with the benefit of full consent for a two bedroom detached dwelling house with rear car parking and forms part of a predominantly residential area.

Johnson Street comprises of a cul-de-sac which leads off Trevor Street West which in turn leads off Nechells Park Road and is situated approximately one mile to the north east of Birmingham City Centre.

Planning

Formal Planning Consent was granted by Birmingham City Council, Ref: 2016/10688/PA and dated 14th March 2017 for the erection of a detached dwelling house with associated rear car parking. The Architect's drawings submitted with the planning application and approved with the consent detailed a dwelling containing the following accommodation:

Proposed Accommodation

Ground Floor

Entrance Hall with Cloak Room having wash basin and wc, Kitchen, Lounge/Dining Room

First Floor

Stairs and Landing, Family Bathroom with bath, wash basin and wc, Two Bedrooms

Outside:

Foregarden: Side access to rear garden with a rear parking space

A copy of the Planning Consent and Architect's Drawings is available from either the Auctioneers or Birmingham City Council Website.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



Rear access for off road car parking



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

LOT 7

Freehold Vacant Possession (3 Bedroom Detached House)

*Guide Price: £110,000 - £120,000 (+Fees)

19 Redhall Road, Lower Gornal, Dudley, West Midlands DY3 2NU

Property Description:

A three bedroom detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage and allowing for secure off road parking. The property does benefit from having double glazed windows however does require modernisation and improvement throughout. Redhall Road is located off Himley Road (B4176) and is within half a miles distance from the main shops and amenities located in Lower Gornal.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen and Garage, Stairs to

First Floor

Landing, Three Double Bedrooms, Bathroom with panelled bath, wash basin and Separate WC

Outside:

Front Lawned foregarden and paved driveway giving access to garage

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 8

Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £59,000 - £69,000 (+Fees)

63 Wallace Road, Bilston, West Midlands WV14 8BW

Property Description:

A semi detached house of two storey brick construction surmounted by a pitched interlocking tile clad roof providing well laid out accommodation, benefiting from off road car parking, gas fired central heating, mostly UPVC double glazed windows, three good sized bedrooms and large rear garden. Wallace Road forms part of an established residential area and leads off Bradley Lane which in turn leads off Great Bridge Road (A4098) and the property is located approximately one mile to the south of Bilston Town Centre.

Accommodation:

Ground Floor

Reception Hall, Bathroom with modern suite comprising panelled bath having shower attachment, wash basin and wc, Through Lounge/Dining Room, Kitchen with a range of fitted units

First Floor

Stairs and Landing, Cloak Room with wc, Bedroom One (double), Bedroom Two (double), Bedroom Three (single).

Outside:

Front: Tarmacadamed forecourt set behind a mature privet hedge providing off road car parking

Rear: Pedestrian side gated access to side yard with a large rear garden.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



Cottons

ESTABLISHED SURVEYORS

RESIDENTIAL SALES

As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency Manager, Dan O'Malley.

0121 247 4747

domalley@cottons.co.uk

Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL

www.cottons.co.uk



LOT 9

Leasehold Investment (Three Bedroom Duplex Maisonette)
*Guide Price: £70,000 - £75,000 (+Fees)

29 Unett Street, Birmingham, West Midlands B19 3BP

Property Description:

A three bedroom duplex maisonette situated on the second and third floors of a four storey purpose built building. The property is set back from the road behind communal gardens. The flat benefits from having UPVC double glazing and gas fired central heating. Unett Street is located off Well Street which leads directly off New John Street West (A4540) and the property is approximately one mile from Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £600 pcm (£7,200 per annum)

Accommodation:

Ground Floor

Communal Entrance with secure door entry system access to stairs,

Second Floor

Entrance Hallway, Lounge with balcony area, Kitchen, Stairs to

Third Floor

Having Three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

Communal Gardens



Leasehold Information

Term: 125 years from 16 March 1981
Ground Rent: £20.00 rising to £320.00
Service Charge: Refer to Legal Pack

Legal Documents: - Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Possession
*Guide Price: £60,000 - £65,000 (+Fees)

9 Star Close, Walsall, West Midlands WS2 0LU

Property Description:

An end townhouse of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating, and modern kitchen fittings. The property is offered for sale in presentable condition. Star Close is located off Wing Close which in turn can be found off Poplar Avenue

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge and Kitchen/Diner, Stairs to

First Floor

Landing, 2 Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

Front Lawned foregarden
Rear Lawned garden

Legal Documents - Available at www.cottons.co.uk

Viewings
Via Cottons - 0121 247 2233



LOT 11

Freehold Vacant Extended Three Bedroom Terraced House

*Guide Price: £49,000 - £59,000 (+Fees)

600 Parkfield Road, Wolverhampton, West Midlands WV4 6EL

Property Description:

An extended mid terraced house of traditional brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating and a substantial ground floor extension to the rear providing extensive living accommodation. The property is situated close to the junction with Martin Street and Parkfield Road (A4039) leads directly to Birmingham New Road (A4126) which provides direct access to Wolverhampton City Centre and Ring Road being within approximately one mile to the north.

Accommodation:

Ground Floor

Entrance Hall, Front Reception Room, Inner Hall with access to Cellar,

Large Rear Reception Room (extended), Breakfast Kitchen with a range of fitted units, Rear Entrance Hall, Bathroom with modern corner suite including panelled bath with shower attachment, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Small walled forecourt

Rear: Pedestrian entry access to yard/patio and a good sized lawned garden

Viewings: Via Cottons – 0121 247 2233

Legal Documents: Available at www.cottons.co.uk



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LOT 12
Leasehold Vacant Possession
 *Guide Price: £94,000 - £98,000 (+Fees)

89 Round Road, Birmingham, West Midlands B24 9SJ
Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property has been refurbished throughout and includes UPVC double glazing, gas fired central heating with newly installed combination boiler, newly fitted modern kitchen and bathroom fittings, full electrical rewire, new carpets and flooring throughout and re plastering works. The property is located on Round Road close to the junction with both Birches Green Road and Fir Tree Road both of which can be found off Kingsbury Road

Accommodation:
Ground Floor

Lounge, Inner Lobby with door to rear, Kitchen, Stairs to

First Floor

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

Outside:

Front Lawned foregarden

Rear Garden

Leasehold Information

Term 99 years from 1st May 1988

Ground Rent Refer to legal pack

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233


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LOT 13

The Old Farmhouse, Ashflats Lane, Stafford, Staffordshire ST18 9BP



Property Description:

A substantial detached property of brick construction surmounted by a tiled roof set back from the road behind lawned gardens with gated access allowing for off road parking and access to a triple garage. The property itself occupies a plot extending to approximately a third of an acre. The property requires modernisation and improvement throughout. The property benefits from having a separate annex providing additional accommodation. The property also has Planning Permission granted in full by Safford Borough Council for the demolition of the existing building and the erection of a replacement dwelling and associated landscaping. The property is located on Ashflats Lane which gives direct access and is within approximately one mile distance from the Village of Copenhall, the property itself is approximately two and a half miles from the centre of Stafford

Accommodation:

Existing Building

Ground Floor

Entrance Hallway, Lounge, Reception Room, Dining Room, Cellar, Kitchen/Diner, Utility and WC, Stairs

First Floor

Landing, 4 Bedrooms and 2 Bathrooms (both bathrooms having panelled bath, wash basin and WC)

Separate Annex

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

Outside

lawned gardens with gated access allowing for off road parking and access to a triple garage.

Planning

The property benefits from having Planning Consent (Ref 16/24802/FUL) granted by Stafford Borough Council on the 26th October 2016 for the erection of a replacement dwelling and associated landscaping. A copy of the planning documents and architects drawings are available for inspection at the Auctioneers Office and on line at www.staffordbc.gov.uk

Proposed Accommodation

Basement

Having Cinema/Games Room, Wine Cellar, Storage, Plant Room and WC

Ground Floor

Entrance Hallway, Lounge, Kitchen/Dining Room/Fitting Room, Utility Room, Music Studio Room, Storage and WC, Stairs to

First Floor

Having Master Bedroom with en-suite bathroom, Bedroom 2 with en-suite bathroom, Bedroom 3 with en-suite bathroom, Bedroom 4, Store Cupboard and Family Bathroom

Outside

Gardens and Parking

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Freehold Vacant Detached Farmhouse (With Planning)

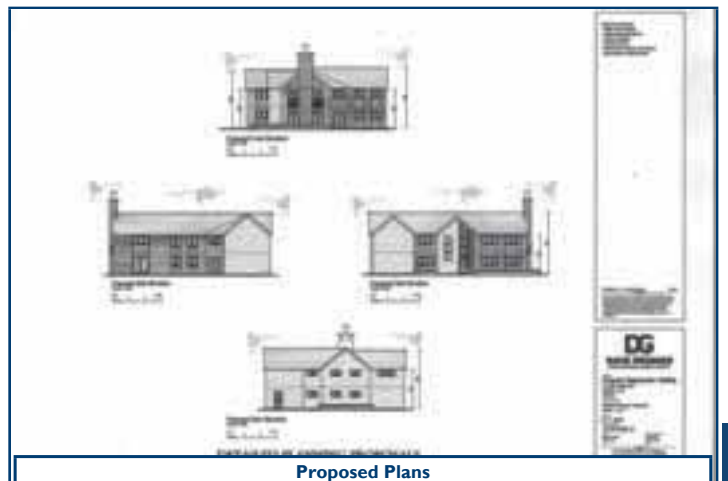
*Guide Price: £240,000 - £260,000 (+Fees)



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



Proposed Plans



Proposed Plans

LOT 14

Freehold Residential Investment
 *Guide Price: £218,000 - £228,000 (+Fees)

11 Wayfield Close, Shirley, Solihull, West Midlands, B90 3HH



Property Description:

A three-bedroom, semi-detached property of brick construction, surmounted by a tiled roof, set back from the road behind a lawned foregarden and tarmac covered driveway, allowing for off-road parking and access to garage.

The property benefits from having UPVC double glazing and gas-fired central heating.

The property is currently let on an Assured Shorthold Tenancy Agreement, producing a rental of £750 per calendar month (£9,000 per annum).

Wayfield Close is located off Wayfield Road which, in turn is found off Solihull Road. The property is within walking distance to the main shops and amenities located on the Stratford Road in Shirley.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Stairs.

First Floor

Three Bedrooms and Bathroom, having panel bath with shower over, wash basin and wc.

Outside:

Front: Lawned foregarden and tarmac covered driveway, giving access to garage.

Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15

Freehold Vacant City Centre Restaurant/Bar Premises

*Guide Price: £100,000 - £120,000 (+20% VAT) (+Fees)

21 Eign Gate, Hereford, Herefordshire, HR4 0AB



Property Description:

A three-storey, mid-terraced Restaurant/Retail premises of traditional brick construction, currently arranged as a Restaurant/Bar to the ground and first floors with staff living accommodation to the second floor. The property provides flexible and open-plan dining/retail space and may be suitable for a variety of uses.

The property directly fronts the pedestrianised High Street, close to the junction of Broad Street and in the heart of Hereford City Centre, and contains a variety of multiple retailers.

Accommodation:

Ground Floor

Restaurant seating area with bar: 68.66 sq m (739 sq ft), Kitchen, with a range of stainless steel fittings and extraction: 16.39 sq m (176 sq ft), passageway to rear fire escape, Toilet, with wc and wash basin.

First Floor

Stairs and Landing, Restaurant seating area: 40.95 sq m (440 sq ft).

Second Floor

Stairs to staff living accommodation. Double Bedroom, Kitchen, Lobby, Shower Room with glazed shower enclosure, wc and wash basin and Lounge: 37.88 sq m (408 sq ft).

Outside

Rear access to West Street for loading/unloading (subject to annual licence fee of £500 + Vat)

Total Gross Internal Area: 163.88 sq m (1,764 sq ft)

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 16

Freehold Vacant Possession
*Guide Price: £85,000 - £90,000 (+Fees)

94 Parkes Street, Smethwick, West Midlands B67 6BH

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. Parkes Street is located off both Westfield Road and The Uplands

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen, Stairs to

First Floor

2 Double Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

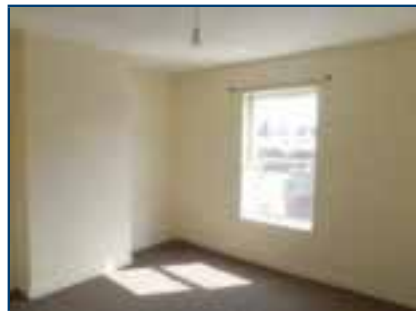
Front Walled foregarden
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 17
Freehold Investment Property (Five Flats Producing £30,300 Per Annum)
 *Guide Price: £280,000 - £295,000 (+Fees)

73 Somerset Road, Handsworth Wood, Birmingham, West Midlands, B20 2JF
**Property Description:**

A three-storey, semi-detached property of brick construction, surmounted by a tiled roof, set back from the road behind a walled foregarden.

The property has been converted to provide five separate self-contained flats and each flat benefits from being separately metered and having UPVC double glazing, electric radiators and modern kitchen and bathroom fittings.

Somerset Road is located off both Handsworth Wood Road (B4124) and College Road. The property is fully let and currently produces £2,525 per calendar month (£30,300 per annum). A Schedule of Tenancies are detailed below.

Schedule of Tenancies

Flat 1: Let on an Assured Shorthold Tenancy Agreement, producing £550 per calendar month (£6,600 per annum).

Flat 2: Let on an Assured Shorthold Tenancy Agreement, producing £550 per calendar month (£6,600 per annum).

Flat 3: Let on an Assured Shorthold Tenancy Agreement, producing £450 per calendar month (£5,400 per annum).

Flat 4: Let on an Assured Shorthold Tenancy Agreement, producing £475 per calendar month (£5,700 per annum).

Flat 5: Let on an Assured Shorthold Tenancy Agreement, producing £500 per calendar month (£6,000 per annum).

Total Rental Income £2,525 per calendar month (£30,300 per annum).

Accommodation**Ground Floor**

Communal Entrance Hallway:

Flat 1, Living Room, Kitchen, Bedroom and Bathroom, with panel bath with shower over, wash basin and wc.

Flat 2, Open plan Kitchen/Lounge, Bedroom with en-suite shower cubicle, wash basin and wc, Bathroom having panel bath with shower over, wash basin and separate wc.

First Floor

Flat 3, Lounge/Bedroom, Kitchen and Bathroom with panel bath with shower over, wash basin and wc.

Flat 4, Lounge/Bedroom, Kitchen and Bathroom with panel bath with shower over, wash basin and wc.

Second Floor

Flat 5, Lounge, Kitchen, Bedroom, Store Room and Bathroom, having panel bath with shower over, wash basin and wc.

Outside:

Front: Walled Foregarden.

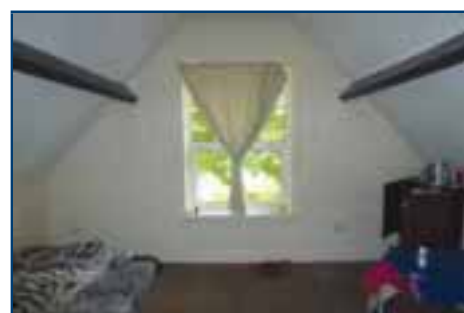
Rear: Communal Lawned Gardens.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 18

Freehold Vacant End Terrace House with Rear Garage *Guide Price: £59,000 - £69,000 (+Fees)

86 Dingle Street, Oldbury, West Midlands B69 2DY

Property Description:

A two-storey, end terrace house of traditional brick construction, surmounted by a pitched tile clad roof, offered for sale in presentable condition and benefitting from UPVC double glazed windows, gas fired central heating, two double bedrooms and rear garage accessed by a secured shared driveway.

Dingle Street forms part of an established residential area and is located off both Brades Road and Ashtree Road the latter providing direct access to Wolverhampton Road (A4123), providing ease of commuting to Birmingham, Dudley, Wolverhampton and the M5 Motorway (Junction 2) and Oldbury Town Centre is within less than ¾ mile.

Accommodation:

Ground Floor

Lounge with feature fireplace, Lobby with access to Cellar, Dining Room with wood burning stove, Rear Entrance Hall, Kitchen with range of traditional style units, Bathroom with corner suite comprising panel bath with shower attachment, pedestal wash basin and separate wc.

First Floor

Stairs and Landing, Two Double Bedrooms.

Outside:

Rear: Courtyard garden and wooden garage with barrier protected rear vehicular access known as Bath Row which leads off St. James Road.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 19

Freehold Vacant Three Bedroom Mid-Terraced House

*Guide Price: £70,000 - £77,000 (+Fees)

73 Burlington Road, West Bromwich, West Midlands B70 6LE

Property Description:

A traditional mid-terrace house of brick construction, having rendered front elevation and surmounted by a pitched tile clad roof, providing well laid out accommodation but requiring modernisation and improvement throughout.

The property benefits from UPVC double glazed windows and gas-fired central heating and is set back from the road behind a small walled foregarden.

Burlington Road forms part of an established residential area and leads of Salisbury Road which in turn, leads off High Street and the property is conveniently within half a mile from both West Bromwich Town Centre and the M5 Motorway (Junction 1).

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms.

Outside:

Front: Small walled foregarden.

Rear: Yard/Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 20

Freehold Vacant Possession

*Guide Price: £75,000 - £79,000 (+Fees)

34 Sycamore Road, Wednesbury, West Midlands WS10 0BG

Property Description:

A semi-detached property surmounted by a tiled roof set back from the road behind a lawned and paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Sycamore Road is located off Cedar Road which in turn is found off Holden Road

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge/Dining Room, Kitchen, Utility Area, Stairs to

First Floor

Having Landing, 2 Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

Front Lawned and paved foregarden

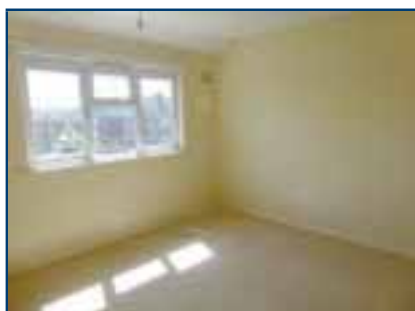
Rear Garden

Legal Documents -

Available at www.cottons.co.uk

Viewings -

Via Cottons - 0121 247 2233



LOT 21

Freehold Vacant Possession
*Guide Price: £90,000 - £96,000 (+Fees)

111 Neachells Lane, Wolverhampton, West Midlands WV11 3PP

Property Description:

A three bedroom detached property of brick construction surmounted by a tiled roof set back from the road behind a gravelled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. Neachells Lane is located off Lichfield Road and the property itself is close to the junction with Alfred Squire Road. The property is approximately within one miles distance from both New Cross Hospital and Bentley Bridge Leisure Park.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen/Diner, Stairs to

First Floor

Landing, 3 Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Gravelled foregarden providing off road parking

Rear Lawned garden

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 22

Freehold Land
*Guide Price: £65,000 - £72,000 (+Fees)

Land at Aylesbury Road, Hockley Heath, Solihull, West Midlands B94 6PJ

Property Description:

An irregular shaped parcel of land extending to an area of approximately 3.72 acres (1.51 hectares) the site is located on the South side of Aylesbury Road close to the junction with both Grange Road and Vicarage Road and is approximately within half a miles distance from the village of Hockley Heath.

Legal Documents –

Available at www.cottons.co.uk

Viewings -

Via Cottons – External Only



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries, along with the parcels of land excluded from the sale.

Please note

The areas shaded in green have been sold and have been excluded from the freehold title being offered for sale

LOT 23

Freehold Vacant Possession
*Guide Price: £300,000 - £330,000 (+Fees)

49 Moor Pool Avenue, Harborne, Birmingham, West Midlands, B17 9DT



Property Description:

A mid terraced property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden in a slightly elevated position. The property benefits from having gas fired central heating and majority secondary glazing however does require some modernisation and improvement. Moor Pool Avenue is situated in a Conversation Area of the popular and established Moor Pool Estate and located off both Ravenhurst Road and The Circle. The property is within a quarter of a mile (walking distance) to Harborne High Street which provides a wide range of local shops and amenities

Accommodation:

Ground Floor

Having Entrance Hallway, Lounge, Dining Room, Kitchen, Cloak Room, Store Room, Lean-to, WC and Store, Stairs to

First Floor

Having Landing, 3 Bedrooms and Shower Room with shower cubicle, wash basin and Separate WC

Outside:

Front Lawned foregarden
Rear Lawned garden and brick built store

Legal Documents –

Available at www.cottons.co.uk
Viewings - Via Cottons – 0121 247 2233

Please Note: Completion will be six weeks following exchange of contracts



LOT 24

Withdrawn - Not Offered For Sale
(+Fees)

Address Removed, Not Offered For Sale,

Property Description:

A mid-terrace house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a large paved forecourt providing off road car parking. The property provides well laid out accommodation benefitting from part double glazed windows but requires modernisation and cosmetic improvement throughout.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen with range of fitted cupboards, Lean-to Veranda/Utility, Cloakroom with wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with bath, wash basin, wc.

Outside:

Front: Paved forecourt/driveway providing off-road parking, shared pedestrian entry access to the rear.

Rear: Predominantly paved rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 25
Freehold Ground Rent Secured upon a Link Detached House

*Guide Price: £3,000 - £4,000 (+Fees)

FGR, 3 Whitminster Close, Willenhall, West Midlands WV12 4ER
Property Description:

A freehold ground rent secured on a modern link detached house surmounted by a pitched tile clad roof, set back from the road behind a foregarden and tarmacadam driveway and located on a popular residential estate approximately one mile to the north east of Willenhall Town Centre.

The property is subject to a long lease for a term of 99 years from 25th March 1972 (having approximately 53 years unexpired) and at a ground rent of £30 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable


LOT 26
Freehold Ground Rent

*Guide Price: £4,000 - £5,000 (+Fees)

Freehold Ground Rent
10 Raymond Close, Walsall, West Midlands WS2 7AG
Property Description:

A Freehold Ground Rent secured on a modern semi-detached house. Raymonds Close is a cul-de-sac located off Forest Lane, which in turn can be found off Bloxwich Road (B4210).

The property is subject to a Lease Term of 99 years from the 25th March 1964 (53 years unexpired) at a Ground Rent of £25 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.


LOT 27
Freehold Ground Rent

*Guide Price: £4,000 - £5,000 (+Fees)

Freehold Ground Rent
16 Raymond Close, Walsall, West Midlands WS2 7AG
Property Description:

A Freehold Ground Rent secured on a modern semi-detached house. Raymonds Close is a cul-de-sac located off Forest Lane, which in turn can be found off Bloxwich Road (B4210).

The property is subject to a Lease Term of 99 years from the 25th March 1964 (53 years unexpired) at a Ground Rent of £25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



LOT 28

Freehold Vacant Possession
*Guide Price: £160,000 - £175,000 (+Fees)

23 Charters Avenue, Codsall, Wolverhampton, West Midlands WV8 2JH

Property Description:

An extended semi detached property surmounted by a tiled roof set back from the road behind a lawned garden and driveway giving access to garage allowing for secure off road parking. The property benefits from having UPVC double glazing, gas fired central heating and three double bedrooms, the property further benefits from having a full width two storey extension. The property occupies a position at the rear of Charters Avenue which is a cul-de-sac adjacent to open fields on the outskirts of the village. Charters Avenue is located off Birches Road.

Accommodation

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Extended Kitchen, Stairs to

First Floor

Having 3 Double Bedrooms and Bathroom with panelled bath, shower cubicle, wash basin, Separate WC.

Outside:

Front Lawned foregarden and driveway giving access to garage allowing for secure off road parking

Rear Patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 29

Leasehold Three Bedroom Vacant Flat (New 99 Year Lease)

*Guide Price: £25,000 - £30,000 (+Fees)

4 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built ground floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163).

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having recently been decorated and also includes newly fitted carpets, gas fired central heating, UPVC double glazed windows and ample communal car parking located to the rear.

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System

Flat

Hallway, Lounge with balcony, Three Bedrooms, Kitchen and Bathroom

Outside:

Surrounding communal gardens and ample car parking area located to the rear

Leasehold Information:

Lease Term: A new 99 Year Lease will be granted upon completion

Ground Rent: Refer To Legal Pack

Service Charge: Refer To Legal Pack



Legal Documents –
Available at www.cottons.co.uk

Viewings
Via Cottons – 0121 247 2233

Please Note: Internal Photos are available to view on our website www.cottons.co.uk



LOT 30

Leasehold Three Bedroom Vacant Flat (New 99 Year Lease)

*Guide Price: £25,000 - £30,000 (+Fees)

52 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built first floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163).

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having recently been decorated and also includes newly fitted carpets, gas fired central heating, UPVC double glazed windows and ample communal car parking located to the rear.

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System, Stairs

First Floor

Hallway, Lounge with balcony, Three Bedrooms, Kitchen and Bathroom

Outside:

Surrounding communal gardens and ample parking area located to the rear

Leasehold Information:

Lease Term: A new 99 Year Lease will be granted upon completion.

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack



Legal Documents:
Available at www.cottons.co.uk

Viewings:
Via Cottons – 0121 247 2233

Please Note: Internal Photos are available to view on our website www.cottons.co.uk



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LOT 31

Leasehold Vacant Two Bedroom Flat
*Guide Price: £58,000 - £64,000 (+Fees)

90 Chelmsford Court, Nash Square, Perry Barr, Birmingham, West Midlands B42 2EX

Property Description:

A well laid out two bedroom flat located on the ground floor of a purpose built block known as Chelmsford Court and benefiting from UPVC double glazed Windows, Electric Heating and additional private front and rear access. The flat is offered for sale in presentable condition throughout. Nash Square comprises of a cul-de-sac containing a range of similar flat developments and town houses and leads directly off Aldridge Road, approximately half a mile to the north of the junction with Walsall Road (A34) which provides access to local shops, amenities and railway station at Perry Barr including The One Stop Shopping Centre.

Accommodation:

Ground Floor

Communal Entrance Hall

First Floor

Entrance Hall, Lounge/Dining Room (with rear door to communal gardens), Kitchen (with separate access to front), Inner Hall, Bedroom One (double), Bedroom Two (large single), Bathroom with panelled bath having shower over, pedestal wash basin and wc

Outside:

Communal gardens and parking



Leasehold Information

Lease Term: 99 Years from 25th December 1973

Ground Rent : £30

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 32

Freehold Vacant Semi Detached Cottage in Village Location

*Guide Price: £150,000 - £165,000 (+Fees)

3 Rosemary Lane, Madley, Hereford, Herefordshire, HR2 9LS



Property Description:

An attractive semi detached cottage of rendered brick construction surmounted by a pitched tile clad roof, occupying a rectangular shaped plot extending to an area of approximately 402sq.mtrs and set back from the road behind a foregarden and driveway.

The property provides well laid out accommodation, benefiting from three bedrooms, gas fired central heating, double glazed windows, garage, off road car parking and generous gardens.

The property is situated approximately six miles to the west of Hereford in the popular village of Madley which contains a range of local amenities including village shop, public house, restaurant and regular bus service.

Accommodation:

Ground Floor

Enclosed Porch, Sitting Room with beams to the ceiling and wood burning stove, Snug, Kitchen/Utility Room with a range of fitted cupboards, Bathroom with panelled bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Lawned foregarden with driveway leading to garage, gated side access to rear

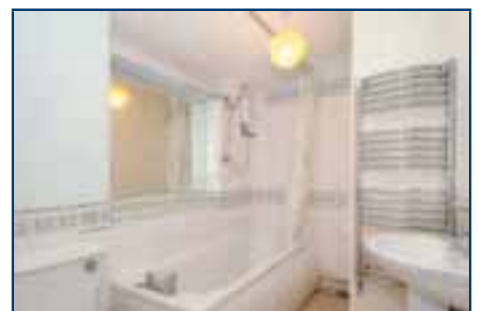
Rear: Lawned garden with mature trees and shrubs and paved patio

Viewings: Via Cottons – 0121 247 2233

Legal Documents: Available at www.cottons.co.uk



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



LOT 33

Freehold Vacant Three Bedroom Semi Detached House

*Guide Price: £80,000 - £90,000 (+Fees)

41 Sladefield Road, Birmingham, West Midlands B8 3PF

Property Description:

A traditional built semi detached house of two storey brick construction surmounted by a pitched tile clad roof providing well laid out accommodation benefiting from three reception rooms, three bedrooms, gas fired central heating and UPVC double glazed windows but requiring modernisation and improvement.

The property is set back from the road behind a paved forecourt forming part of an established predominantly residential area and Sladefield Road is situated directly between Washwood Heath Road (B4114) and Alum Rock Road both providing access to a wide range of local retail amenities and services.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall, Front Reception Room opening to Rear Reception Room, Dining Room, Kitchen.

First Floor

Stairs and Landing, Bedroom One (full width double), Bedroom Two (double), Bedroom Three (single), Bathroom with bath having shower over, pedestal wash basin, Separate WC.

Outside:

Front: Paved forecourt providing potential for off road car parking

Rear: Side yard with brick store and wc with a long rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



HARRY R. BARBER

PROPERTY CONSULTANT

Cottons
CHARTERED SURVEYORS

PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids, if you are unable to attend the Auction.

Please contact the Auction Team on
0121 247 2233

For further details and Terms & Conditions

LOT 34

Freehold Vacant Possession
 *Guide Price: £140,000 - £155,000 (+Fees)

2 Devonshire Drive, West Bromwich, West Midlands, B71 4AA



Property Description:

A detached bungalow of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway giving access to garage allowing for off road parking. The property is situated in a plot extending to approximately 0.19 Acres. The property benefits from having double glazing, gas fired central heating and a loft conversion, however does require modernisation and improvement. The property was originally a 3 bedroom bungalow but has been converted to a 1 bedroom bungalow to provide additional living accommodation. Devonshire Drive is a cul-de-sac adjacent to Dartmouth Park and located off Reform Street, the property is approximately within a quarter of a miles distance from West Bromwich Town Centre

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen, Dining Room, Bedroom, Bathroom having corner bath, wash basin and WC, Rear Room with WC, wash basin and loft access,

Full width Conservatory, Workshop, WC and Garage

First Floor

Loft Room

Outside:

Front Walled foregarden and driveway giving access to garage providing off road parking

Rear Lawned garden

Legal Documents: Available at 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 35

Freehold Vacant Mid Terraced House

*Guide Price: £70,000 - £77,000 (+Fees)

44 Greenhill Road, Handsworth, Birmingham, West Midlands B21 8DY

Property Description:

A two storey mid terraced house of traditional brick construction, surmounted by a pitched replacement tile clad roof, benefiting from mostly UPVC double glazed windows and gas fired central heating but requiring some modernisation and cosmetic improvement.

Greenhill Road forms part of an established residential area and leads directly off Rookery Road which in turn leads off Soho Road (A41) and provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Lounge, Lobby with under stairs cupboard, Rear Reception Room and Kitchen

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Front: Walled foregarden and shared pedestrian access to:

Rear: Yard with brick built wc/store and paved garden

Viewings: Via Cottons – 0121 247 2233

Legal Documents: Available at

www.cottons.co.uk



LOT 36

Freehold Vacant Three Bedroom House

*Guide Price: £65,000 - £75,000 (+Fees)

33 Muntz Street, Small Heath, Birmingham, West Midlands B10 9SN

Property Description:

The property comprises of a traditional built two-storey mid-terrace house with brick walls, surmounted by a pitched tile clad roof and situated directly fronting the pavement.

The property benefits from UPVC double glazed windows, a modern ground floor rear extension providing bathroom accommodation, three bedrooms and requires complete modernisation and improvement throughout.

The property is situated fronting Muntz Street (B4145) between the junctions of Wright Street and Swanage Road and approximately 100 metres north of the junction with Coventry Road (A45) which provides access to a wide range of retail amenities and local services.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall, Rear Reception Room, under stair cupboard providing access to Cellar, Rear Entrance Hall with Pantry, Kitchen, Lobby to Bathroom with panelled bath having shower over pedestal wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double) inter-communicating with Bedroom Three (Single).

Outside:

Rear: Shared pedestrian entry access, brick paved yard and separate rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



PROXY BID FORM / TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids below.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid, (minimum of £2,000). We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for

payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

Upon receipt of your instruction to set up either a Telephone or a Proxy Bid you will be sent a copy of the relevant contract and the Auctioneers administration fee documentation to be signed.

TYPE OF BID

TELEPHONE (please one tick) PROXY (please one tick)

BIDDER INFORMATION

LOT	<input type="text"/>
Address	<input type="text"/>
Maximum Bid (proxy bid)	<input type="text"/>
Maximum Bid (words)	<input type="text"/>

BIDDER INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Contact Number	<input type="text"/>
Contact Number for telephone bid on Auction Day	<input type="text"/>

DEPOSIT

Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>
I confirm that I have read all Terms & Conditions.	
Signed	<input type="text"/>
Date	<input type="text"/>

SOLICITOR INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Telephone Number	<input type="text"/>
Contact	<input type="text"/>

TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL. Tel: 0121 247 2233, no later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken an necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No, above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The Maximum bid price on proxy bids must be an exact figure.

Telephone bids - Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots, which do not have a guide price should be negotiated with the auctioneer. Please contact 0121 247 2233.

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.






If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction.



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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:

- prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- offer each **lot** for sale;
- sell each **lot**;
- receive and hold deposits;
- sign each **sale memorandum**; and
- 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**:

- 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);
- sign the completed **sale memorandum**; and
- pay the deposit.

A5.4 If you do not we may either:

- 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
- sign the **sale memorandum** on your behalf.

A5.5 The deposit:

- 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
- 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:

- you are personally liable to buy the **lot** even if you are acting as an agent; and
- 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**:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasi-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, within the meaning of the Land Registration Act 2002;
- 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
- 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:

- the **documents**, whether or not the **buyer** has read them; and
- 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:

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

G2.2 The deposit

- 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
- 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:

- produce to the **buyer** on request all relevant insurance details;
- pay the premiums when due;
- 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;
- 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;
- 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
- (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 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:

- the application for registration of title made to the land registry;
 - the **documents** accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - 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 5B 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 to 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



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