

**3rd DECEMBER 2015**

# **Cottons**

CHARTERED SURVEYORS

## **AUCTION**

THURSDAY 3rd DECEMBER 2015  
11:00 AM

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## **LOCATION**

ASTON VILLA FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE

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

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

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

### Auctioneers Advice

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

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

## IMPORTANT NOTICE

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

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

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

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

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

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

### Credit card or Business card Payments

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

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

### ID

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

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

### Third Party Bidding

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

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

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

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £495 + 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 £195 + VAT.

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

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

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

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

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

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

### Misrepresentation Act

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

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

### Definition

#### Definition of Guide Prices

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

#### Definition of Reserve Price

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

# A Collective Auction Sale of 49 LOTS

## Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties,  
 Freehold Ground Rents and Land and Development Opportunities.

By instruction of a variety of Vendors including Banks, Receivers, Solicitors,  
 Joint Property Agents, Companies and Private Clients.

1	4 AMBERLEY GROVE, WITTON, BIRMINGHAM, B6 7AN	Freehold Vacant Residential	39	82 - 86 HEDNESFORD ROAD, HEATH HAYES, CANNOCK, STAFFS, WS12 3EA	Freehold Residential Investment
2	124 WALLACE ROAD, BILSTON, WEST MIDLANDS WV14 8AU	Freehold Residential Investment	40	718 - 718A ALUM ROCK ROAD, BIRMINGHAM, B8 3PP	Freehold Commercial Investment
3	3 RUBERY STREET, WEDNESBURY, WEST MIDLANDS WS10 8HZ	Freehold Vacant Residential	41	44 - 46 TUNNEL HILL, WORCESTER, WR4 9SD	Freehold Residential Opportunity
4	37A HEYBARNES ROAD, SMALL HEATH, BIRMINGHAM, B10 9HR	Leasehold Vacant Residential	42	44 BRIDGE ROAD, TIPTON, WEST MIDLANDS DY4 0JN	Freehold Vacant Commercial
5	FLAT 29 JERRARD COURT, PAGES CLOSE, SUTTON COLDFIELD, B75 7SZ	Leasehold Vacant Residential	43	FLAT 1, FALSTAFF COURT, SPRINGFIELD ROAD, SUTTON COLDFIELD, B75 7JH	Leasehold Residential Investment
6	24 ARDEN GROVE, OLDBURY, WEST MIDLANDS B69 4SX	Freehold Vacant Residential	44	FGR 47 DELHURST ROAD, PERRY BARR, BIRMINGHAM, B44 9UT	Freehold Ground Rent
7	495 HAGLEY ROAD, SMETHWICK, WEST MIDLANDS B66 4AX	Freehold Vacant Commercial	45	LAND AT HOSPITAL LANE (R/O 59B MASON STREET), COSELEY, WV14 9LE	Freehold Land
8	13 GADDESBY ROAD, KINGS HEATH, BIRMINGHAM, B14 7EX	Freehold Vacant Residential	46	106 LEAMORE LANE, WALSALL, WEST MIDLANDS, WS3 2BL	Freehold Vacant Residential
9	564 WARWICK ROAD, TYSELEY, BIRMINGHAM, B11 2HR	Freehold Vacant Commercial	47	52 KNOWLE ROAD, SPARKHILL, BIRMINGHAM, B11 3AW	Freehold Residential Investment
10	122 CROCKETTS ROAD, HANDSWORTH, BIRMINGHAM, B21 0HS	Freehold Vacant Residential	48	93 PARGETER ROAD, SMETHWICK, WEST MIDLANDS, B67 5HZ	Freehold Residential Investment
11	FLAT 2 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL DY5 3EX	Leasehold Residential Investment	49	100 COLESHILL ROAD, HODGE HILL, BIRMINGHAM, B36 8AD	Freehold Vacant Residential
12	FLAT 5 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL DY5 3EX	Leasehold Residential Investment	<div><b>Auctioneers</b> Andrew J. Barden MRICS,FNAVA, John Day FRICS,FNAVA, Kenneth F.Davis FRICS  <b>Valuers:</b> Ian M.Axon, Stephen, D. Sutton B.Sc. (Est.Man.) FRICS Dan O'Malley B.Sc. (Hons.) HND  <b>Auction Manager:</b> Sue Worrall  <b>Auction Team:</b> Richard Longden B.Sc.(Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, John Askam B.A, Joanne Palmer, Laura Steventon B.A, Jason Coombes B.A, Ossie O'Malley, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.</div>		
13	FLAT 7 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL DY5 3EX	Leasehold Vacant Residential			
14	FLAT 8 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL DY5 3EX	Leasehold Residential Investment			
15	FLAT 9 BELL COURT, BELL STREET SOUTH, BRIERLEY HILL DY5 3EX	Leasehold Residential Investment			
16	91 ST. MARYS ROAD, BEARWOOD, SMETHWICK, WEST MIDLANDS B67 5DG	Freehold Vacant Resi/Commercial			
17	384 BOLDMERE ROAD, SUTTON COLDFIELD, WEST MIDLANDS B73 5EZ	Freehold Vacant Commercial			
18	29 DENHAM CT, PARK APPROACH, ERDINGTON, BIRMINGHAM, B23 7XZ	Leasehold Vacant Residential			
19	68 BLANDFORD ROAD, QUINTON, BIRMINGHAM, B32 2LP	Freehold Vacant Residential			
20	5A BROOK SQUARE, RUGELEY, STAFFORDSHIRE WS15 2DT	Freehold Vacant Commercial			
21	MARINER HOUSE, LICHFIELD ROAD INDUSTRIAL EST, TAMWORTH, B79 7UL	Freehold Office Investment			
22	VICTORIA SUITE, WINDMILL LANE, CAPE HILL, SMETHWICK, B66 3EN	Freehold Vacant Banquetting Suite			
23	161-163 HIGH STREET, TUNSTALL, STOKE ON TRENT ST6 5EB	Freehold Vacant Commercial			
24	THE WHEATSHEAF, BROMYARD ROAD, WHITBOURNE, WORCESTER, WR6 5SF	Freehold Public House			
25	THE EAGLE & CHILD, 2 APEDALE ROAD, NEWCASTLE, STAFFS, ST5 6BH	Freehold Development Opportunity			
26	1 VALLEY VIEW, BREDENBURY, BROMYARD, HEREFORDSHIRE, HR7 4UJ	Freehold Vacant Residential			
27	CRADLEY HEATH LABOUR CLUB, 5 GRAINGERS LANE, CRADLEY HEATH, B64 6AH	Freehold Vacant Social Club			
28	15 STRATFORD CT, MANEY HILL RD, SUTTON COLDFIELD, WEST MIDS, B72 1JH	Leasehold Vacant Residential			
29	UNIT 2, PROVIDENCE STREET, CRADLEY HEATH,, WEST MIDLANDS, B64 5DR	Freehold Vacant Commercial			
30	31 ENDWOOD COURT ROAD, BIRMINGHAM, B20 2RX	Freehold Vacant Residential			
31	8 PENNANT GROVE, SELLY OAK, BIRMINGHAM B29 5SY	Freehold Vacant Residential			
32	70 - 74 SOLIHULL ROAD (WOOLMANS GARDEN CENTRE) SHIRLEY, B90 3HN	Freehold Development Opportunity			
33	43 THREE SHIRES OAK ROAD, SMETHWICK, WEST MIDS, B67 5BS	Freehold Vacant Offices			
34	44 HAMS ROAD, SALTLEY, BIRMINGHAM, B8 1DT	Freehold Vacant Residential			
35	LAND 239 TO 243 TITFORD ROAD, OLDBURY, WEST MIDLANDS, B69 4QE	Freehold Development Land			
36	132 MAVIS ROAD, NORTHFIELD, BIRMINGHAM, B31 2SD	Freehold Vacant Residential			
37	LAND CORNER MASON STREET AND HOSPITAL STREET, COSELEY, WV14 9SZ	Freehold Development Land			
38	LAND NORTH OF HARTLE LANE/ EAST OF GALTON LANE, BELBROUGHTON, DY9	Freehold Land			



## LOT 1

### Freehold Vacant Possession

\*Guide Price: £70,000 - £77,000

#### 4 Amberley Grove, Witton, Birmingham, West Midlands B6 7AN

##### Property Description:

A traditional semi detached house of two storey brick construction surmounted by a hipped tile clad roof, requiring complete modernisation and improvement throughout. The property is set back from the road behind a lawned foregarden and Amberley Grove leads directly off Brookvale Road forming part of a predominantly residential area, located within approximately one and a half miles distance from Erdington Town Centre and one mile distance from the M6 Motorway (junction 6).

##### Accommodation:

###### Ground Floor

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

##### First Floor

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

##### Outside:

Front: Foregarden with pedestrian side access to rear  
Rear: Yard and overgrown garden with potential for rear vehicular access served by a shared driveway.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 2

### Well Presented Freehold Residential Investment

\*Guide Price: £60,000 - £67,000

#### 124 Wallace Road, Bilston, West Midlands WV14 8AU

##### Property Description:

A two storey mid terraced house surmounted by a pitched tile clad roof, set back behind a lawned foregarden and offered for sale in a presentable and well maintained condition providing generous and well laid out accommodation benefiting from UPVC double glazed windows, gas fired central heating, modern kitchen fittings and three bedrooms. Wallace Road forms part of a predominantly residential area and leads off Bradley Lane which in turn leads off Great Bridge Road (A4098) and the property is conveniently within approximately three quarters of a mile distance from Bilston Town Centre.

##### Tenancy Information

The property is let on an Assured Shorthold Tenancy at a rental of £535 per calendar month (£6,420 per annum) and is extremely well maintained by the current tenant who has indicated that they would like to remain at the property for the foreseeable future.

##### Accommodation

###### Ground Floor

Reception Hall, Through Lounge/Dining Room, Kitchen with a range of modern fitted units and pantry cupboard.

##### First Floor

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

##### Outside:

Front: Lawned foregarden  
Rear: Shared entry access to paved patio, brick store and lawned garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 2472233



**LOT 3**
**Freehold Vacant Possession**

\*Guide Price: £62,000 - £68,000

**3 Rubery Street, Wednesbury, West Midlands WS10 8HZ**
**Property Description:**

A traditional mid terraced house of part rendered brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows, gas fired central heating and single storey ground floor extension. The property is currently laid out as a three bedroom dwelling house however was previously subdivided into two self contained flats and contains two bath/shower rooms. Rubery Street forms part of an established residential area and leads via Castle Street and Booth Street off The Green.

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

Entrance Hall, Front Reception Room, Inner Hall, Rear Reception Room, Kitchen,

Lobby, Bathroom with panelled bath having shower over, pedestal wash basin and wc

**First Floor**

Stairs and Landing, Bedroom One (double), Bedroom Two (double) with En-suite Shower Room having wc and wash basin, Bedroom Three (single)

**Outside:**

Front: Foregarden

Rear: Yard, shared pedestrian access and garden with potential for rear car parking subject to confirmation of rights of access.

**Legal Documents:**

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

**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 £495 + 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 £195 + 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

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**LOT 4**

**Leasehold Vacant Possession**

\*Guide Price: £55,000 - £60,000

**37A Heybarnes Road, Small Heath, Birmingham, West Midlands B10 9HR**

**Property Description:**

A one bedroomed ground floor flat forming part of a brick built semi-detached property. The flat offers well laid out accommodation and includes UPVC double glazing, gas fired central heating and is offered for sale in a presentable condition. The property is located on Heybarnes Road close to the junction with Coventry Road

**Accommodation:**

**Ground Floor**

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

**Outside:**

**Front** Foregarden

**Rear** Private rear garden

**Leasehold Information**

**Term** 125 years from 22 October 2001

**Ground Rent** £10 per annum

**Service Charge** £210 per annum (including buildings insurance)

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

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

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

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

**LOT 5**
**Leasehold Flat with Vacant Possession**

\*Guide Price: £60,000 - £65,000

**Flat 29 Jerrard Court, Pages Close, Sutton Coldfield, West Midlands B75 7SZ**
**Property Description:**

A one bedroom purpose built flat situated on the second floor of a modern four storey development located off a private driveway and set within communal gardens and parking area. Pages Close leads directly off Jerrard Drive which in turn leads off Rectory Road and the property is conveniently within approximately one third of a mile distance from Sutton Coldfield Town Centre providing convenient access to a wide range of retail and leisure amenities.

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

Communal Hallway, Stairs and Landing

**Second Floor**

Reception Hall, Lounge/Dining Room, Kitchen, Double Bedroom and Bathroom with panelled bath, pedestal wash basin and wc

**Outside:**

Communal gardens and parking area

**Leasehold Information**

Lease Term: 99 Years from 25 December 1973

Ground Rent & Service Charge: Refer to Legal Pack

**Legal Documents:**

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

Via Cottons - 0121 247 2233


**LOT 6**
**Freehold Vacant Possession**

\*Guide Price: £70,000 - £75,000

**24 Arden Grove, Oldbury, West Midlands B69 4SX**
**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout. Arden Grove is located off Broad Street and Junction Street South

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

Through Lounge, Dining Kitchen, Stairs to

**First Floor**

Having Bedroom and Bathroom comprising of panelled bath, wash basin, WC and separate shower cubicle, Stairs to

**Second Floor**

Attic Room

**Outside:**

Rear Garden

**Legal Documents:**

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

Via Cottons - 0121 247 2233





## LOT 7

### Freehold Vacant Commercial Premises with Potential \*Guide Price: £180,000 - £195,000

495 Hagley Road, Bearwood, Smethwick, West Midlands, B66 4AX



#### Property Description:

A three storey mid terraced commercial premises of brick construction, set back from the road behind a small forecourt. The property forms part of a parade of similar units predominantly comprising of retail shops and takeaway premises and is situated approximately 50 metres to the east of the junction with Bearwood Road. The property provides extensive accommodation benefiting from a substantial two storey rear extension and may be suitable for a variety of alternate uses including residential flat conversion. The property fronts the busy Hagley Road (A454) comprising one of the main arterial routes serving Birmingham City Centre which is located approximately three miles distance to the east.

#### Planning

Planning consent was granted by Sandwell Council (Ref: DC/14/56765) and dated 16th April 2014 for change of use from offices (B1a) to a beauty clinic. The property may be suitable for a variety of alternative uses including retail, office and residential flat conversion and all interested parties should contact the local planning department at Sandwell Council to discuss their proposals for the property prior to bidding.

#### Accommodation:

##### Ground Floor

Front Retail Area, Rear Entrance Hall with access off pedestrian entry, Rear Section comprising Hallway, Three Separate Rooms, Toilet with wash basin and wc, Utility Room and Kitchen.

#### First Floor

Stairs and Landing, Room One, Room Two, Rear Section comprising Landing, Cloak Room with wc and wash basin and Three Rooms with rear fire escape access

#### Second Floor

Stairs and Landing, Room with walk in store room

#### Outside:

Front: Small paved forecourt, pedestrian entry access to rear  
Rear: Garden area

#### Gross Internal Areas

Ground Floor: 97.24sq.mtrs (1,046sq.ft)  
First Floor: 68.75sq.mtrs (739sq.ft)  
Second Floor: 23.28sq.mtrs (250sq.ft)  
Total: 189.27sq.mtrs (2,035sq.ft)

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 2472233





## LOT 8

**Freehold Vacant Possession**

\*Guide Price: £165,000 - £172,000

### 13 Gaddesby Road, Kings Heath, Birmingham, West Midlands B14 7EX

**Property Description:**

An end-terraced property surmounted by a tiled roof set back from the road behind a small walled foregarden. The property benefits from having part UPVC double glazing however does require modernisation and improvement throughout and furthermore requires the provision of a bathroom. Gaddesby Road is situated in an established and much sought after location and is found off Addison Road which in turn is found off Kings Heath High Street (A435) which provides a wide range of retail amenities and services.

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

Lounge, Dining Room, Kitchen,

**First Floor**

Two Bedrooms

**Outside:**

Front: Small Walled Foregarden

Rear: Brick built store and WC to the rear with garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 9

### Freehold Vacant Retail Premises with Potential

\*Guide Price: £70,000 - £79,000

#### 564 Warwick Road, Tyseley, Birmingham, West Midlands B11 2HR

##### Property Description:

A traditional mid terraced property of two storey brick construction surmounted by replacement tile clad roof, set back behind a small forecourt and requiring complete refurbishment and modernisation throughout.

The property has been used as a retail shop with first floor living accommodation and provides scope for conversion to a residential dwelling (subject to planning).

The property is situated close to the junction with Roma Road and Warwick Road (A41) provides convenient access to Sparkhill Shopping Centre on Stratford Road (A34), being approximately within one mile distance and Acocks Green Shopping centre being within approximately one and a half miles distance.

##### Accommodation

###### Ground Floor

Retail Shop with recessed entrance: 14.81sq.mtrs (159sq.ft)

Rear Room: 14.2sq.mtrs (152sq.ft), Inner Hall, Kitchen: 7.25sq.mtrs (78sq.ft)

###### First Floor

Stairs and Landing, Toilet, Three Bedrooms

##### Outside:

Front: Small forecourt

Rear: Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 2472233



## LOT 10

### Freehold Vacant Possession

\*Guide Price: £70,000 - £76,000

#### 122 Crocketts Road, Handsworth, Birmingham, West Midlands B21 0HS

##### Property Description:

An end terraced property of brick construction surmounted by a tiled roof, set back from the road behind a walled foregarden. The property benefits from having gas fired central heating. Crocketts Road is located off Holyhead road (A41).

##### Accommodation:

###### Ground Floor

Entrance Hallway, lounge kitchen and bathroom having panelled bath wash basin and wc

###### First Floor

Two Bedrooms

##### Outside:

Front Walled foregarden

Rear: Yard

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 11

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 2 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the first floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### First Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

##### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 8 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

Viewings: Via Cottons - 0121 2472233





## LOT 12

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 5 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the second floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Second Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 13

### Leasehold Flat with Vacant Possession

\*Guide Price: £25,000 - £30,000

#### Flat 7 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the third floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South.

The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Third Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 14

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 8 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the third floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Third Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 15

### Leasehold Flat Investment (Rent £4,740 per annum)

\*Guide Price: £25,000 - £30,000

#### Flat 9 Bell Court, Bell Street South, Brierley Hill, West Midlands DY5 3EX

##### Property Description:

A one bedroom flat situated on the third floor of the purpose built development having retail shops to the ground floor and accessed from a communal car parking area located to the rear leading off Bell Street South. The development is prominently situated at the junction of Bell Street South and Church Street/High Street (A461) and the property is within walking distance to Brierley Hill Town Centre and approximately half a mile from Merry Hill Shopping Centre.

##### Tenancy Information

The property is let on an Assured Shorthold tenancy at a rental of £395 per calendar month (£4,740 per annum).

##### Accommodation

###### Ground Floor

Communal Entrance and Stairwell

###### Third Floor

Entrance Hall, Lounge, Bedroom, Bathroom with wc and Kitchen.

###### Outside

Communal car parking area located to the rear.

##### Leasehold Information

Lease Term: From 3 June 2009 to 26 May 2133

Ground Rent & Service Charge: Refer to Legal Pack

##### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 16

### Freehold Vacant Dwelling House and Workshop with Potential

\*Guide Price: £150,000 - PLUS

#### 91 St. Marys Road, Bearwood, Smethwick, West Midlands B67 5DG

##### Property Description:

A mixed residential and commercial premises comprising of a traditional two storey end terraced house of brick construction surmounted by a pitched slate clad roof, having gated vehicular access leading directly off St Marys Road and leading to industrial/workshop premises located to the rear partly of steel/timber framed construction and incorporating a traditional built two storey coach house of brick with monopitch slate clad roof and which may provide scope for residential conversion. The house benefits from mostly UPVC double glazed windows and has potential to increase the number of bedrooms subject to re-siting of the bathroom to the ground floor utility room. St Marys Road is situated in the centre of Bearwood and forms part of a popular residential area leading directly off Bearwood Road which provides access to a wide range of retail amenities and services.

##### Planning

We understand that the workshop/industrial premises to the rear is duly established. Incorporated within the workshop premises is a two storey traditional built coach house which may provide scope for conversion for residential use subject to demolition of the workshop. It is assumed all interested parties have contacted the local planning department at Sandwell Council to discuss any proposals for the property prior to bidding.

##### Accommodation:

###### Residential Dwelling

###### Ground Floor

Entrance Hall, Lounge, Rear Reception Room, Kitchen, Utility Room/Rear Entrance Hall

###### First Floor

Stairs and Landing with walk in cupboard, Bedroom One (full width double), Bedroom Two (double), Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin and wc.

##### Rear Workshop Premises

106.77sq.mtrs (1,149sq.ft) with Entrance Hall, Workshop Area having roller shutter access and containing:

##### Two Storey Coach House

Ground Floor: 40.46sq.mtrs (435sq.ft)



First Floor: 40.46sq.mtrs (435sq.ft)

Total: 80.92sq.mtrs (870sq.ft)

##### Outside:

Small forecourt set behind a mature hedge, driveway with gated access to rear yard and parking area

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

##### Legal Documents:

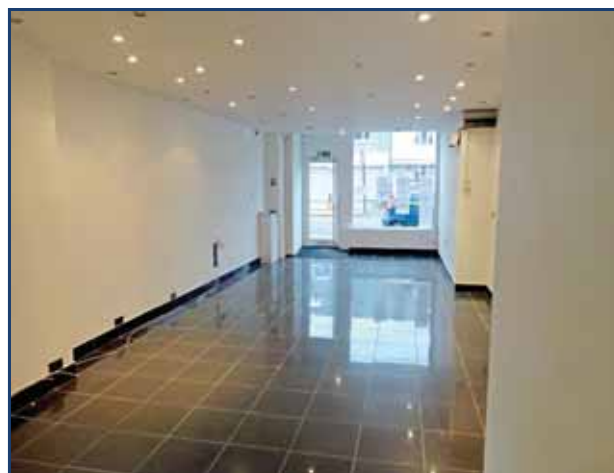
Available at [www.cottons.co.uk](http://www.cottons.co.uk)





**LOT 17****Freehold Shop and Self-Contained Offices with Vacant Possession**

\*Guide Price: £150,000-£165,000

**384 Boldmere Road, Sutton Coldfield, West Midlands B73 5EZ****Property Description:**

A deceptively large property, having been significantly extended at the rear and comprising a ground floor shop, with self-contained offices above, offering scope for conversion for residential use, subject to statutory consents.

The main building, fronting Boldmere Road, is of two-storey, middle of terrace construction, with a shared side tunnel-entry, providing separate access to the rear of the building. Part of the first floor accommodation to the rear of the main building spans over the tunnel entry.

The main building has been substantially extended at the rear to provide a single-storey addition, which significantly enlarges the shop premises. In addition, it appears a former two-storey, out-building or building which was previously detached at the rear of the site has been adapted so it now forms part of the ground floor and first floor accommodation.

The main building is of two-storey, solid brickwork construction with a pitched, slate roof. The extensions, towards the rear of the site, are predominantly of single-storey construction.

The ground floor accommodation was last used as a hairdressers shop, and is fitted-out and presented accordingly. The first floor premises were previously occupied as a self-contained office suite and are considered suitable for continued office use. Alternatively, the ground floor shop may be used for a variety of different retail or office purposes, and the first floor accommodation is considered to have potential for conversion for residential use, all subject to statutory consents.

The property forms part of a neighbourhood shopping parade, with lay-by parking, where other traders represented include a convenience store, motorcycle showroom, laundrette, florist, dog-groomer, computer shop, driving school and beauticians.

The property is likely to be of interest to owner-occupiers and private investors, as well as developers.

**Ground Floor**

Retail Area: 38.2 sq m (411 sq ft)

Rear Lobby

Former Treatment Room: 5.0 sq m (53 sq ft)

Toilet with wc and wash basin

Ancillary Accommodation/Potential Showroom: 53.4 sq m (575 sq ft)

Store: 9.1 sq m (98 sq ft)

Kitchen: 10.4 sq m (112 sq ft)

Store: 13.9 sq m (149 sq ft)

Store: 7.3 sq m (78 sq ft)

**Total Net Internal Area-Ground Floor: 137.3 sq m (1,478sqft)****Office Premises**

Self-contained, Entrance Lobby, leading to staircase to First Floor and staircase to

Cellar Storage: 12.3 sq m (132 sq ft)

**First Floor**

Landing

Office (Front): 25.8 sq m (278 sq ft)

Office (Middle): 21.8 sq m (234 sq ft)

Office (Middle): 8.9 sq m (96 sq ft)

Male Toilet with wc and wash basin.

Lobby/Kitchen Area

Female Toilet with wc, wash basin and shower cubicle

Glazed Lobby Area

Office (Rear): 19.1 sq m (206 sq ft)

Attic Storage: 6.3 sq m (68 sq ft) (headroom greater than 1.5 metres)

**Total Net Internal Area - First Floor: 81.9 sq m (882 sq ft)****Legal Documents:**Available at [www.cottons.co.uk](http://www.cottons.co.uk)**Viewings:**

Via Cottons - 0121 247 2233

## LOT 18

### Long Leasehold Vacant Flat (966 Years Unexpired)

\*Guide Price: £50,000 - PLUS

#### Flat 29 Denham Court, Park Approach, Erdington, Birmingham, West Midlands B23 7XZ

##### Property Description:

A one bedroomed flat situated on the ground floor of a three storey brick built development set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing and a secure lock-up garage located in a separate block. The property however does require modernisation and improvement. Park Approach is located off both North Park Road and Park Road and is within walking distance to Brookvale Park

##### Accommodation:

###### Ground Floor

Communal Entrance with secure entry door system

##### Flat

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

##### Outside:

Communal gardens and parking area and garage located in a separate block

##### Leasehold Information

**Term** 999 years from 1 April 1982

**Ground Rent** A Peppercorn

**Service Charge** £1,144 per annum

**Legal Documents** – Available at

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

**Viewings** – Via Cottons – 0121 247 2233



## LOT 19

### Freehold Vacant Possession

\*Guide Price: £88,000 - £94,000

#### 68 Blandford Road, Quinton, Birmingham, West Midlands B32 2LP

##### Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a block paved driveway allowing for off road parking. The property has undergone substantial refurbishment works and includes UPVC double glazing, gas fired central heating with newly installed combination boiler, full electrical rewire, re-plastering works throughout and newly installed bathroom suite. The property is offered for sale without any kitchen fittings. Blandford Road is located off West Boulevard

##### Accommodation:

###### Ground Floor

Entrance Porch, Open Plan Lounge/Kitchen/Dining Area (No Fittings)

##### First Floor

Two Bedrooms and Shower Room having shower, wash basin and WC

##### Outside:

**Front** Block paved foregarden allowing for off road parking

**Rear** Lawned garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## 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 20**
**Freehold Shop with Vacant Possession**

\*Guide Price: £70,000-£77,000+VAT

**5A Brook Square, Rugeley, Staffordshire WS15 2DT**
**Property Description:**

A freehold shop occupying a prime location within the pedestrianised retail core of Rugeley Town Centre, immediately adjacent Nationwide Building Society and Boots the Chemist and in close proximity to Barclays Bank, WH Smiths, British Heart Foundation, Corals, Greggs and Costa Coffee.

The property comprises a three-storey, middle of terraced building of solid brickwork construction, with a pitched slate roof.

The property provides well-configured retail accommodation on the ground floor with useful storage or ancillary accommodation above. Whilst the building is of three-storey construction, the second floor has currently been sealed off, so that no access is available.

The historic market town of Rugeley is located on the north eastern edge of Cannock Chase, approximately 9 miles north east of Junction 11 of the M6 Motorway.

The property is suitable for a variety of retail uses and may also be suitable for office occupation for Financial or Professional Services use, subject to statutory consents.

The property is considered of interest to owner-occupiers as well as private investors.

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

Retail Area: 18.9 sq m (204 sq ft)

**First Floor**

Ancillary Storage: 16.2 sq m (174 sq ft)

Toilet with wc and wash basin.

**Second Floor**

Sealed off - No Access

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 21

**By Instruction of The Joint LPA Receivers**

**Mariner House, Mariner, Lichfield Road Ind. Est, Tamworth, Staffordshire B79 7UL**



### Property Description:

A bespoke two storey modern office building constructed in the 1990's and occupying a prominent location on the established Lichfield Road Industrial Estate.

The property was originally built as a head office attached to an adjacent manufacturing premises and has since been sub-divided into three separate office suites located off a front reception area and centred around an open landscaped court yard. Each suite provides flexible and well laid out accommodation benefiting from central heating and air conditioning with ample customer and staff car parking.

The site opens up off Mariner into visitors car park to the front with access to a secure gated and marked car park with and providing right of way to neighbouring units.

The premises are located to the north western side of Tamworth, benefiting from good road and motorway access, with Lichfield Road (A51) giving access to the M42 motorway (junction 10) being within four miles to the east which in turn gives access to the M6 and Birmingham City Council and the M6 Toll Motorway (junction T4) being with six mile to the west.

### Lease Information

**Suite A (Ground Floor):** Currently vacant

**Suite B (Ground Floor):** Let to Svendsen Sport on a five year term from December 2010 at a rental of £17,250 per annum

**First Floor Suite:** Let to Quantum Pharmacy Solutions Ltd on a lease for a term of five years from 1st August 2012 at a rental £78,612 per annum. We are advised the tenants are currently in arrears. Correspondence to the effect is contained in the Legal Pack.

**Note:** All rents quoted are inclusive of Business Rates and Utilities.

### Accommodation

#### Ground Floor

Covered Entrance with automated door, Impressive Reception Area with central counter, customer seating area, Meeting Room, Ladies, Gents and Disabled Toilets and both lift and stair access to the first floor

#### Suite A

Comprising Open Plan Office with 5 separate partitioned offices, Rear Hallway with access to Central Courtyard, Ladies and Gents Toilets and Store

### Suite B

Comprising Reception Hall, Office, Retail Showroom, 4 Additional Offices/Retail Areas, Board Room, Hallway, Staff Room/Kitchen and a Private Side Entrance with Reception

### First Floor

Stairs and Lift Access to Landing Area and a range of 20 Separate Offices/Rooms, Two Kitchens, Boardroom, Staffroom, Server Room, Various Stores, Washroom and Ladies and Gents Toilets

### Outside

Two Separate Car Parking Areas for both staff and customers, an externally accessed Plant Room and a grassed area adjacent to the building which may offer future potential or additional car parking.

### Net Internal Area (Approx.):

Reception: 50.38sq.mtrs (542sq.ft)

Suite A: 309.64sq.mtrs (3,333sq.ft)

Suite B: 246.288sq.mtrs (2,651sq.ft)

First Floor Suite: 384.42sq.mtrs (4,138sq.ft)

**Total Floor Area: 990.72sq.mtrs (10,664sq.ft)**

### Viewings:

Via Cottons - 0121 247 2233

### Legal Documents:

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



**Impressive Freehold Office Investment Opportunity**  
\*Guide Price: **£450,000 PLUS + VAT**



## LOT 22

### Freehold Vacant Banqueting Suite & Function Hall \*Guide Price: £275,000 - £300,000

By Instruction of The Joint LPA Receivers

Victoria Suite, Windmill Lane, Cape Hill, Smethwick, West Midlands, B66 3EN



#### Property Description:

An imposing Grade II Listed banqueting hall comprising of a former cinema/bingo hall premises constructed in 1930 predominantly of brick and containing many original Art Deco features with the accommodation centred around a large auditorium and banqueting hall.

The property directly fronts Windmill Lane adjacent to the popular Windmill Shopping Centre and is situated close to Cape Hill which provides access to a wide range of retail amenities and services.

#### Gross Internal Area

Ground Floor: 1,228sq.mtrs (13,221sq.ft)

Mezzanine: 498sq.mtrs (5,370sq.ft)

**Total: 1,726sq.mtrs (18,579sq.ft)**

#### Viewings:

Via Cottons – 0121 247 2233

#### Legal Documents:

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



#### Planning

The property may be suitable for a range of alternative uses and all interested parties should make their enquiries with the local planning department at Sandwell Council prior to bidding.

#### Accommodation:

##### Ground Floor

Covered Entrance, Reception Area, Bar, Cloak Room, Toilets, Stores and ancillary accommodation, Auditorium/ Banqueting Hall with Separate Bar, Café with Commercial Kitchen, Stage and Toilets, Mezzanine Seating/Stalls with Fixed Seating, Ladies and Gents Toilets and access to rear foyer and fire escapes/exits.

#### Outside:

Service/driveway access to both sides



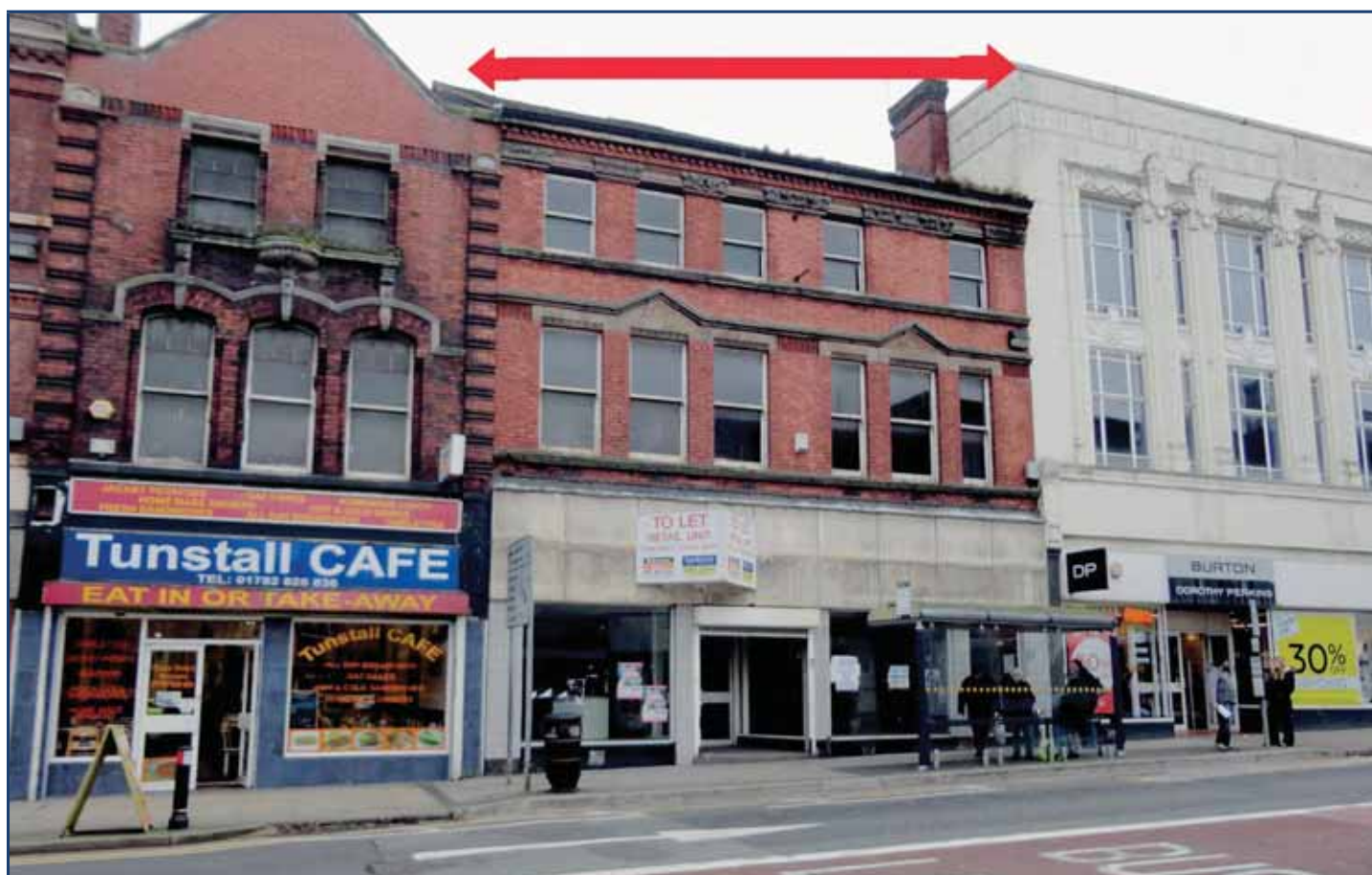
The plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

\*Refer to Guide and Reserve Price Definitions on Inside Cover.



**LOT 23**
**Freehold Retail Property with Substantial Upper Floors - Vacant Possession**

\*Guide Price: £85,000-£95,000

**161-163 High Street, Stoke-on-Trent, Staffordshire, ST6 5EB**

**Property Description:**

A substantial three-storey retail property with additional basement and attic storage accommodation, occupying a prominent High Street location in Tunstall, one of the five principal towns constituting Stoke on Trent.

The National Motorway Network is accessible at Junction 16 of the M6 Motorway, approximately 5 miles to the west.

The property occupies a good trading location within Tunstall High Street, where adjacent or nearby retailers or occupiers include Burtons, Dorothy Perkins, Silvers Amusements, Subway, Cool Trader, William Hill, Corals, Barclays Bank and The Post Office.

The main building comprises a three/four storey property of substantial solid brickwork construction, with a pitched, tiled roof. There are a range of single storey and two-storey extensions to the rear of the main building.

The main ground floor sales area is arranged or split over two levels and benefits from a modern, glazed shop front with electric roller shutter access to the entrance.

The entire property has previously been in single occupation, so that the upper floors were used for ancillary purposes.

Subject to creating a suitable independent access and subject to obtaining statutory consents, it is considered the upper floors have latent re-development potential for a variety of purposes, including, perhaps, residential or leisure use.

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

**Accommodation:**
**Ground Floor - 213.6 sq m (2,299 sq ft)**
**First Floor - 159.5 sq m (1,717 sq ft)**
**Second Floor - 104.1 sq m (1,120 sq ft)**
**Third Floor - 76.5 sq m (823 sq ft)**
**Basement - 119.8 sq m (1,289 sq ft)**
**TOTAL NET INTERNAL AREA:**
**673.5 sq m (7,248 sq ft)**
**Legal Documents:**

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

Via Cottons - 0121 247 2233





## LOT 24

### The Wheatsheaf, Bromyard Road, Whitbourne, Worcester, Worcestershire WR6 5SF



#### Property Description:

An attractive public house prominently situated fronting Bromyard Road on the edge of the small village of Whitbourne, occupying a corner plot which includes a substantial rear garden and a separate car parking extending to a total site area of approximately 0.66 acres (0.267 hectares).

The property comprises of a ground floor public house and restaurant with living accommodation to the first floor and is of two storey stone construction with rendered elevations, surmounted by a pitched tile clad roof and constructed circa 1760. The public area provides well laid out accommodation and includes a wealth exposed timbers and stonework.

The village of Whitbourne is located in eastern Herefordshire on the borders of Worcestershire within the Teme Valley and the property is situated within approximately five miles to the east of Bromyard, ten miles east of Leominster and ten miles west of Worcester.

#### Planning

The Public House may be suitable for a variety of alternative uses including conversion to residential accommodation/dwelling house. The property is situated adjacent to a modern residential development which was constructed in 2007 and the land to the rear of the public house may be suitable for future redevelopment. All interested parties should contact the local planning department at Malvern Hills District Council prior to bidding to discuss the current planning status of the property.

along with any proposals for alternative use/redevelopment.

#### Accommodation

##### Ground Floor

Porch Entrance, U Shaped Bar and Lounge Area: 85.81sq.mtrs (923sq.ft), Dining Room: 27.71sq.mtrs (287sq.ft), Garden Room: 20.84sq.mtrs (224sq.ft), Lobby with access to the living accommodation and kitchen area, Ladies and Gents Toilets, Kitchen: 25.48sq.mtrs (274sq.ft), Preparation Room/Pantry: 11.31sq.mtrs (121sq.ft), Boiler Room: 13.61sq.mtrs (146sq.ft), Cellar: 18.08sq.mtrs (194sq.ft)

##### First Floor

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

#### Outside:

Small forecourt with pedestrian side access to rear comprising patio/terrace, amenity land and beer garden which abuts a small river known as Sapey Brook to the Northern boundary. A separate tarmac car parking area for approximately 20 vehicles which is located on the adjacent side of the road. The rear land is accessed from Bromyard Road (A44) turning in to the road adjacent to the public house and through a gated entrance onto the site.

**Total Site Area: 0.66 acres (0.267 hectares) approximately**

#### Legal Documents:

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

**Viewings:** Via Cottons – 0121 247 2233





**Freehold Public House with Vacant Possession**  
\*Guide Price: **£200,000 - £220,000**



## LOT 25

### Freehold Vacant Public House - Consent for 4 Houses and 1 Flat \*Guide Price: £125,000-£132,000

**The Eagle & Child 2 Apedale Road, Newcastle, Staffordshire, ST5 6BH**



#### Property Description:

A Public House of two-storey, brick construction surmounted by pitched, tiled roof, occupying a sizable rectangular plot extending to a total area of 850 sq.m (9149 sq.ft) and having the benefit of planning consent for the demolition of the existing premises and erection of four semi-detached, 3 bedroomed houses and one flat above the garage block.

The property occupies a prominent position at the junction of Apedale Road and Audley Road in the Village of Chesterton.

#### Existing Accommodation:

##### Ground Floor

Public Bar Area, Lounge Bar with small Stage, Level Cellar, Customers wc, Catering Kitchen and underground Cellar.

##### First Floor

Private Living Accommodation, Three Bedrooms, Lounge, Office, Kitchen and Bathroom.

##### Outside:

Car park for approximately 20 cars.

#### Planning

Planning Consent was granted by Newcastle-under-Lyme Borough Council (Reference: 15/00730/FUL) and dated 6th October 2015, for the demolition of the existing Public House and erection of four semi-detached, three bedroomed houses and one new one-bedroomed flat over garage.

#### Proposed Accommodation: 4 Qty. Houses

Entrance Hallway, Kitchen/Diner, Lounge, wc, stairs to First Floor, having Three Bedrooms (One with En-Suite Shower Room), and Bathroom, having panelled bath, wash basin and wc.

#### Proposed Accommodation for Flat over Garage

Ground Floor stairs to First Floor, Entrance Hallway, Lounge/Kitchen, Bedroom and Bathroom, having panelled bath, wash basin and wc.

#### Outside:

Communal parking and allocated garage for each house.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



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

\*Refer to Guide and Reserve Price Definitions on Inside Cover.



**LOT 26**
**Freehold Vacant Detached Bungalow - 0.29 Acre Plot**

\*Guide Price: £230,000 - £250,000

**1 Valley View, Bredenbury, Bromyard, Herefordshire, HR7 4UJ**

**Property Description:**

A modern detached bungalow built circa 1985 of brick construction surmounted by an inter-locking hipped tile clad roof, occupying a large corner plot extending to 0.29 acres and set back from the road behind a lawned foregarden and driveway providing off-road parking for numerous vehicles along with access to garage.

The property benefits from having well laid out family accommodation including three bedrooms, two bath/shower rooms, lounge/dining room and breakfast kitchen but requires complete modernisation and improvement throughout.

Valley View comprises of a cul-de-sac and forms part of the popular rural village of Bredenbury surrounded by countryside and located on the A44 conveniently between the towns of Bromyard (3 miles) and Leominster (8 miles) the located approximately 15 miles northeast of Hereford and 15 miles west of Worcester City Centre.

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

Porch, Reception Hallway with cloak cupboard, Lounge/Dining Room, Breakfast Kitchen, Utility Room, Master Bedroom (Double) with En-suite shower room having glazed shower cubicle, wash basin and wc, Bedroom Two (Double), Bedroom Three/Dining Room (Double), Family Bathroom with corner suite comprising panelled bath, wash basin, bidet and wc.

**Outside:**

**Front:** Large lawned foregarden and double driveway allowing for off-road parking for numerous vehicles, Double Garage.

**Side/Rear:** Large side/rear garden overlooking wooded spinney and open countryside.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233

**Please Note :** Completion will be on 1st February 2016 or sooner by mutual agreement with the seller.

The Aerial Photograph below was not taken recently and provides an overview of the plot.



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





## LOT 27

### Freehold Vacant Social Club - Potential for Alternative Use/Redevelopment

\*Guide Price: £145,000 - £160,000

**Cradley Heath Labour Club, 5 Graingers Lane, Cradley Heath, West Midlands, B64 6AH**



#### Property Description:

The property comprises a two storey working men's club located in a prominent position next to a municipal car park within Cradley Heath. The property comprises a front section being a pair of former semi detached dwellings of rendered brick construction, surmounted by a pitched asphalted slate clad roof and which has been converted to offices and bar accommodation to the ground floor with further offices and staff accommodation to the first floor. Adjoining and to the rear of this building is a substantial two storey building of traditional brick construction surmounted by a timber framed, barrel vaulted roof housing function rooms on both ground and first floors. Both function rooms include bar areas and stages. Adjacent to the main accommodation is two storey lavatory block of brick construction and a range of outbuildings.

The property is located to the northern section of Graingers Lane, close to the junction where Cradley Road meets High Street (A4100) which provides access to a wide range of retail amenities and services. The surrounding area comprises a dense residential catchment area interspersed with various commercial and industrial buildings and Cradley Heath is situated approximately three miles to the east of Stourbridge Town Centre, three miles to the north of Halesowen and three miles to the south of the M5 Motorway (junction 2).

#### Planning

The property offers flexible and well laid out accommodation and may be suitable for a variety of similar and alternative uses and all interested parties

should contact the local planning department at Dudley Council to discuss any proposals prior to bidding.

#### Accommodation

##### Ground Floor

Porch Entrance, Reception Hall, Meeting Room, Lounge/Front Bar, Small Office, Bar Area with Function Room and Stage, Lobby, Ladies and Gents Toilets and access to external Smoking Area

##### First Floor

Stairs and Landing, Board Room, Function Room with Bar and Stage, Lobby to Ladies and Gents Toilets, Managers/Staff Flat with Reception Room/Hall, Bathroom with bath, wash basin and wc, Breakfast Kitchen, Lounge and Two Double Intercommunicating Bedrooms

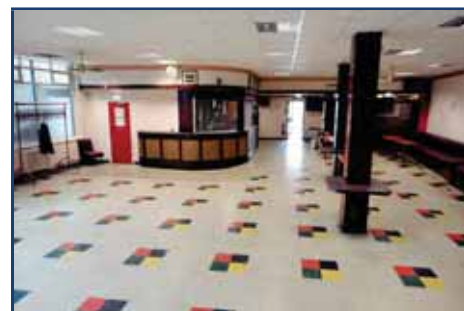
##### Outside:

Side yard area and a range of brick built stores

**Gross Int. Area: 648.22sq.mtrs (6,977sq.ft)**

**Viewings:** Via Cottons – 0121 247 2233

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



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



**LOT 28**
**Leasehold Vacant Possession**

\*Guide Price: £90,000 - £96,000

**Flat 15 Stratford Court, Maney Hill Road, Sutton Coldfield, West Midlands B72 1JH**
**Property Description:**

A two bedroomed duplex flat situated on the first and second floors of a three storey purpose built block. The property benefits from having UPVC double glazing and electric heating and is offered for sale in a presentable condition. The property further benefits from having its own private access and garage located in a separate block. Maney Hill Road is located off Birmingham Road (A5127) and is situated within close proximity to the main shopping area of Sutton Coldfield

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

Private entrance and stairs to

**First Floor**

Having Hallway, Lounge and Kitchen, stairs to

**Second Floor**

Having Two Double Bedrooms and Bathroom with panelled bath, wash basin and WC

**Outside:**

Communal gardens and lock-up garage located in separate block

**Leasehold Information**

**Term** 99 years from 25 December 1964


**Ground Rent** £25

**Service Charge** Refer to Legal Pack

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

**Viewings:** – Via Cottons – 0121 247 2233


**--- Legal Documents Online ---**


Legal documents for our lots are now or will be available online. Where you see the  icon on the website you will be able to download the documents.

Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.

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## LOT 29

**Freehold Vacant Industrial Premises (10,180 sq.ft) with Car Park**  
\*Guide Price: £250,000 PLUS + VAT

**Unit 2, Providence Street, Cradley Heath, West Midlands, B64 5DR**



### Property Description:

A double bay workshop/industrial premises of steel framed construction with full height brick/blockwork walls surmounted by a dual pitched roof and each bay having separate roller shutter access. The property also includes a separate car parking area/yard with pallisade fenced boundary situated at the corner of Providence Street and Foxoak Street. The immediate surrounding area contains a range of industrial and commercial premises and Providence Street leads off Newtown Lane (B4173) which in turn leads off Cradley Heath High Street providing access to a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor

Double Bay Workshop Premises benefitting from roller shutter door access, gas fired radiant heating and incorporating internal office and toilet accommodation.

**Gross Internal Area of approximately 946.05 sq.mtrs (10,180 sq.ft)**

**Eaves Height 4.88 mtrs (16 ft) approximately**

### Outside:

Separate Car Park/Storage Yard extending to approximately 274.56 sq.mtrs (2954 sp.ft) and located to junction of Providence Street and Foxoak Street

### Note:

The property is held on two separate Freehold titles comprising Workshop Premises known as Land and Buildings Lying to the North Side of Foxoak Street (Title Number WM539528) and Car Park known as Land on the North Side of Foxoak Street (Title Number WM710835).

### Legal Documents:

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

### Viewings:

Via Cottons - 0121 2472233





**LOT 30**
**Freehold Vacant Possession**

\*Guide Price: £168,000 - £178,000

**31 Endwood Court Road, Handsworth Wood, Birmingham, West Midlands B20 2RX**
**Property Description:**

A five bed roomed three storey 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 well laid out accommodation and includes UPVC double glazing and gas fired central heating. Endwood Court Road is located off both Selborne and Handsworth Wood Road (B4124)

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

Entrance Hallway, Lounge, Dining Room, Cellar, Store, Inner Lobby, Kitchen and Wet-room having shower cubicle, wash basin and WC

**First Floor**

Having Three Bedrooms and Bathroom with panelled bath having shower over, wash basin and WC, stairs to

**Second Floor**

Having Store room and Bedrooms 4 to 5

**Outside:**

**Front** Walled foregarden

**Rear** Lawned garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 31**
**Freehold Vacant Possession**

\*Guide Price: £78,000 - £84,000

**8 Pennant Grove, Selly Oak, Birmingham, West Midlands B29 5SY**
**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Pennant Grove is located off Monkton Road which in turn can be found off Swinford Road

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

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Inner Lobby and WC having low level WC and washbasin

**First Floor**

Two Double Bedrooms and Bathroom having panelled bath with mixer shower, wash basin and WC

**Outside:**

**Front** Paved foregarden

**Rear** Lawned Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 32

**70 - 74 Solihull Road, (Formerly Woolmans Garden Centre), Shirley, Solihull, West Midlands B90 3HN**



### Property Description:

An opportunity to purchase a prime freehold residential development site formerly occupied by Woolmans garden centre and extending to an area of approximately 1.8 acres (0.73 hectares).

The property directly fronts Solihull Road and in addition abuts Thornyfield Road to its eastern boundary which provides potential for additional access allowing flexibility for any proposed development scheme.

The site currently contains a pair of substantial semi detached houses to the front section of the site each originally benefiting from three reception rooms and four bedrooms and more recently used as a combination of offices ancillary to the garden centre business and three separate flats. The rear section of the site contains car parking, open storage areas, glass houses and various buildings.

The site forms part of a highly regarded and popular residential area and Solihull Road leads directly off Stratford Road (A34) which lies approximately one quarter of a mile distance to the west and provides access to Shirley Shopping Centre which contains a wide range of both local and multiple retailers and is well positioned within Solihull Borough with good access to local schools, employment opportunities and infrastructure.

### Planning

The site is specifically contained in the Shirley Strategic Housing Land Availability Assessment (SHLAA) dated September 2012, classified as Brownfield Land with good access to local services and facilities and suitable for housing for approximately 21 to 36 units.

The site may be suitable for a variety of alternative residential uses and all interested parties should contact the local planning department at Solihull Metropolitan Borough Council prior to bidding to discuss the viability of any development proposals including access to the site.

**Total Site Area: 1.8 Acres (0.73 Hectares) approximately**

### Legal Documents:

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

### Viewings:

Via Cottons - 0121 2472233

Note: Completion will be on 1st February 2016 or sooner by mutual agreement with the seller.



**HARRY R. BARBER. FRICS.**

CHARTERED SURVEYOR  
ESTATE AGENT, VALUER AND AUCTIONEER



**Prime Residential Development Opportunity (Subject to Planning) with Vacant Possession**  
\*Guide Price: **£2,000,000 PLUS**





## LOT 33

### Freehold Vacant Office Premises with Potential

\*Guide Price: £100,000 - PLUS

#### By Instruction of the Joint LPA Receivers

#### 43 Three Shires Oak Road, Bearwood, Smethwick, West Midlands B67 5BS

##### Property Description:

A traditional built two storey mid terraced premises of brick construction surmounted by a pitched slate clad roof and benefiting from gas fired central heating. The property occupies an elevated position set back from the road behind a walled foregarden and forms part of a parade of predominantly residential dwellings and is situated in the popular location of Bearwood within a short walk of Bearwood Road which provides access to a wide range of retail amenities/services.

##### Planning

The current use of the property is offices and the property may be suitable for conversion to residential accommodation either a single dwelling house or to two separate self contained flats and all interested parties should contact the local planning department at Sandwell Council to discuss their proposals prior to bidding.

##### Accommodation:

###### Ground Floor

Entrance Hall, Reception Hall, Office (originally two reception rooms) 26.66sq.mtrs (286sq.ft) with built in store cupboard, Rear Office: 11.78sq.mtrs (126sq.ft), Rear Store/Lobby: 4.45sq.mtrs (47sq.ft), Kitchenette, Toilet with wc and basin

###### First Floor

Stairs and Landing, Office Two: 15.14sq.mtrs (163sq.ft), Small Office leading off: 2.7sq.mtrs (29sq.ft), Office Three: 13.6sq.mtrs (146sq.ft), Cloak Room with wc and pedestal wash basin, Office Four: 6.55sq.mtrs (70sq.ft), ladder access to Loft Storage Room: 31.55sq.mtrs (339sq.ft) boarded and with Velux window

##### Outside:

Front: Elevated foregarden  
Rear: Overgrown garden

##### Net Internal Area

Ground Floor: 42.89sq.mtrs. (459sq.ft.)  
First Floor: 37.99sq.mtrs. (408sq.ft.)  
Loft Storage: 31.55sq.mtrs (339sq.ft)

Viewings: Via Cottons – 0121 247 2233

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



## LOT 34

### Freehold Vacant Possession

\*Guide Price: £75,000 - £79,000

#### 44 Hams Road, Saltley, Birmingham, West Midlands B8 1DT

##### Property Description:

A three bedroomed mid-terraced property 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. Hams Road is located off both Arden Road and Adderley Road

##### Outside:

Front Lawned foregarden  
Rear Paved yard

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

##### Accommodation:

###### Ground Floor

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

###### First Floor

Three Bedrooms





**LOT 35**
**Freehold Development Site (11 Apartments and 3 Houses)**

\*Guide Price: £380,000 - £410,000

**Development Site 239-243, Titford Road, Oldbury, West Midlands, B69 4QE**

**Property Description:**

A parcel of freehold land extending to an area of approximately 0.25 acres (1,010 mtr.sq). The land has Planning Permission granted for redevelopment consisting of 3 town houses and 11 apartments with associated parking, cycle store and refuse points. The site is located on Titford Road close to the junction with Titford Close and Wolverhampton Road (A4123).

**Planning**

Planning Consent was granted by Sandwell Metropolitan Borough Council Application Number (DC/15/58269) and dated 2nd of October 2015 for the proposed residential development consisting of 3 town houses and 11 apartments with associated parking, cycle store and refuse points. All interested parties can view the planning documentation at <http://www.sandwell.gov.uk>

**Legal Documents** – Available at

[www.cottons.co.uk](http://www.cottons.co.uk)
**Viewings** – External only

**Proposed Accommodation**
**Apartments**

The 11 apartments are situated in a three storey development and each flat consists of: Lounge, Kitchen, Bedroom 1 with Ensuite shower room having Shower, wash basin and wc, Bedroom 2 and Bathroom

**Houses**
**Ground Floor**

Study/Dining Room, Utility Room

**First Floor**

Kitchen, Living Room, Bathroom and Store

**Second Floor**

Bedroom 1 with en-suite bathroom and Bedroom 2

**Outside**

Communal gardens and parking

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



## LOT 36

### Freehold Vacant Possession

\*Guide Price: £110,000 - £120,000

### 132 Mavis Road, Northfield, Birmingham, West Midlands B31 2SD

#### Property Description:

A three bed roomed traditional semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled and lawned fore garden. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having off road parking to the rear accessed via a service road. Mavis Road is located off both Tessall Lane and Bristol Road South (A38) and is within half a miles distance to Longbridge Train Station and the newly developed Longbridge Town Centre that includes a range of retail and leisure amenities and facilities

#### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge, Dining Kitchen

##### First Floor

Three Bedrooms and Bathroom having panelled bath with electric shower above, wash basin and WC

#### Outside:

**Front** Walled and lawned fore garden

**Rear** Garden and off road parking accessed via a service road

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 37

### Freehold Land with Planning Consent for Two Dwellings

\*Guide Price: £30,000 - PLUS

### Land Corner of Mason Street & Hospital Street, Coseley, West Midlands WV14 9SZ

#### Property Description:

A parcel of freehold land irregular in shape extending to an area of 0.124 acres (505sq.mtrs) and prominently situated at the junction of Mason Street and Hospital Street. The land previously contained a detached derelict bungalow known as 58 Mason Street and benefits from planning consent for the erection of a pair of three storey 3 bedroom semi detached houses. The property forms part of a predominantly residential area and Mason Street leads directly off Birmingham New Road, approximately two miles distance to the North of Dudley Town Centre.

#### Planning

Planning consent was granted by Dudley Metropolitan Borough Council (Ref: P14/0684) on 10th July 2014 for the erection of two dwellings. The Architect's plans approved with the consent detailed a pair of three storey semi detached houses having the following proposed accommodation:

#### Proposed Accommodation (Each Dwelling)

**Ground Floor:** Entrance Hall, Cloak Room with wc, Kitchen, Lounge, Dining Room

**First Floor:** Stairs and Landing, Bathroom with wc, Two Bedrooms

#### Second Floor:

Stairs and Landing, Bedroom Three with En-suite Shower Room having wc

#### Outside:

Front and rear gardens with parking

Note: A copy of the planning consent is available from either the Auctioneers or from Dudley MBC website.

#### Legal Documents:

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

#### Viewings:

External Only





**LOT 38**
**Freehold Land - 20 Acres (8.1 Hectares)**

\*Guide Price: £170,000 - £180,000

**Land North of Hartle Lane & East of Galtons Lane, Belbroughton, Worcestershire, DY9 9UL**


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

**Property Description:**

A parcel of freehold pasture land partly wooded, situated off Hartle Lane (B4188) to the eastern boundary, Galtons Lane to western boundary and directly fronting Stourbridge Road (A491) to the north. The land parcel is irregular in shape and extends to an area of approximately 20 acres (8.1 hectares). The land is situated approximately three quarters of a mile to the east of the popular village of Belbroughton, three miles to the south of Hagley and six miles to the north of Bromsgrove.

**Viewings:** External Only

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

**Note:** The land is held on two separate titles being Land to the north side of Hartle Lane (Title No. WR90780) and Land to east side of Galtons Lane (Title No. WR90675). The postcode is for Satellite Navigation purposes only.





## LOT 39

### Freehold Part Investment/Part Vacant Possession

\*Guide Price: £155,000 - £175,000

**82-86 Hednesford Road, Heath Hayes, Cannock, Staffordshire, WS12 3EA**



#### Property Description:

A detached brick built building surmounted by a tiled roof set back from the road and occupying part of a site extending to approximately 618 sq.mtrs (6,654 sq.ft). The building consists of a two bedroomed end terraced property, a double fronted retail premises and a two/three bedroom flat.

86 Hednesford Road is a two bedroomed end terraced property that requires modernisation and improvement throughout and is offered for sale with vacant possession. 82-84 Hednesford Road, the Ground floor consists of a double fronted retail unit currently trading as a hairdressers and producing a rental of £484 per calendar month. The first floor provides a self contained 2/3 bedroomed flat with private access located at the rear of the property and offered for sale in a presentable condition, the flat is currently let producing a rental of £375 per calendar month.

The site has previously had planning consent granted by Cannock Chase Council for the demolition of the existing building and erection of a new 3 storey building incorporating 4 two bedroom flats and retail development (Ref:CH/11/0002) however this has now lapsed.

The property is located on the Hednesford Road (B4154) close to the local village shops and amenities.

#### Accommodation:

##### 86 Hednesford Road

##### Ground Floor

Lounge, Dining Room, Kitchen (no fitments)

##### First Floor

Two Bedrooms and Bathroom (no fitments)

#### 82-84 Hednesford Road

##### Ground Floor

(Hairdressers) - Open plan salon (approximately 60 sq.mtrs) Store Room, WC and Office

##### First Floor

(Flat) - Accessed via the rear, Entrance Hallway, Bathroom having panelled bath with shower over, wash basin and WC, Dining Kitchen, Lounge, Three Bedrooms

##### Outside:

Large lawned garden

##### Tenancies

86 : Vacant

82-84 : Ground Floor (Hairdressers) We are informed by the Vendor that the ground floor shop premises are let at a rent of £484 pcm (£5,808 per annum)

First Floor (flat) : Let on an Assured Shorthold Tenancy Agreement producing a rent a of £375 pcm (£4,500 per annum)

Total Rental : £10,308 per annum

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

**Viewings** Via Cottons – 0121 247 2233

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





**LOT 40**
**Freehold Commercial Investment Premises**

\*Guide Price: £180,000 - £200,000

**By Instruction of the Joint LPA Receivers**
**718 - 718A Alum Rock Road, Birmingham, West Midlands, B8 3PP**

**Property Description:**

A freehold investment premises comprising of a two storey double retail unit, set back from the road behind a tarmacadam forecourt and containing a hairdressing shop and a children's day nursery. The property is situated in a parade of similar retail units located between the junctions of Sladefield Road and Woodwells Road and forming part of a predominantly residential area interspersed with a range of commercial premises.

**Tenancy Information**

**718 Alum Rock Road:** Let as a Hairdressers on a Lease which commenced on 1st August 2014 expiring on 31st July 2020 at a rental of £6,000 per annum subject to a 3 yearly rent review and on Full Repairing and Insuring Terms.

**718A Alum Rock Road:** Let as a Children's Day Nursery on a Lease which commenced on 1st January 2015 expiring on 31st December 2021 at a current rental of £12,000 per annum, subject to rent review on 1st January 2020 and every third anniversary thereafter and on Full Repairing and Insuring Terms.

**Total Rental Income: Currently £18,000 per annum**

**Accommodation:**

**718 Alum Rock Road**

**Ground Floor**

Retail Shop, Rear Store and Toilet

**718A Alum Rock Road**

**Ground Floor**

Reception Area, Office, Main Nursery Room, Children's Toilets, Staff Toilets, Rear Nursery Room.

**First Floor**

Full Width Room currently used as Nursery Overflow/Staff Room, Store Room and Kitchen

**Outside:**

Front: Paved forecourt

Rear: Small rear yard area

**Gross Internal Areas:**

**718 Alum Rock Road:**

Ground Floor: 22.82sq.mtrs (244sq.ft)

**718A Alum Rock Road:**

Ground Floor: 162.87sq.mtrs (1,751sq.ft)

First Floor: 178.15sq.mtrs (841sq.ft)

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 2472233





## LOT 41

By Instruction of the Joint LPA Receivers

44 - 46 Tunnel Hill, Worcester, Worcestershire WR4 9SD



### Property Description:

A pair of substantial five storey semi detached dwellings of brick construction surmounted by a hipped slate clad roof and containing a total of 10 self-contained flats (5 flats per property). The property requires complete refurbishment and renovation throughout and each flat has separate gas and electricity meters along with a mains fitted fire panel to the common parts. The property is offered for sale substantially with vacant possession with the exception of 46 Tunnel Hill whereby flats 3 & 5 are currently occupied and we understand are subject Shorthold Periodic Tenancies albeit no tenancy has been acknowledged by the Receivers and neither has rent been collected. The property is situated at the peak of Tunnel Hill enjoying extensive views over southern Worcester and forms part of an established residential area located approximately one mile distance to the north east of Worcester City Centre and approximately two and a half miles distance to the south west of the M5 Motorway (junction 6)

### Planning

The use of the property as self contained flats is understood to be long established. Records contained on Worcester City Council website, planning section and the Valuation Office Agency (VOA) Council Tax Valuation List indicate this to be correct.

### 44 Tunnel Hill

Flat One (Lower Ground): Utility Area, Kitchen, Lounge, Study, Bedroom, Shower Room with wc  
 Flat Two (Ground Floor): Bedroom, Lounge, Kitchen, Bathroom with wc  
 Flat Three (First Floor): Kitchen, Lounge, Bedroom, Bathroom with wc  
 Flat Four (Second Floor): Kitchen, Lounge, Bedroom, Bathroom with wc  
 Flat Five (Third Floor): Kitchen, Lounge, Bedroom, Bathroom with wc  
**Outside:**  
 Vehicular side driveway to block paved parking area and cycle store

### 46 Tunnel Hill

Flat One (Lower Ground): Hall, Kitchen, Bedroom, Study, Lounge, Bathroom with wc  
 Flat Two (Ground Floor): Hall, Lounge, Bedroom, Bathroom with wc, Kitchen,  
 Flat Three (First Floor): Occupied and Not Inspected  
 Flat Four (Second Floor): Hall, Lounge, Kitchen, Bedroom, Bathroom with wc  
 Flat Five (Third Floor): Occupied and Not Inspected  
**Outside:**  
 Vehicular side driveway to block paved parking area and detached garage which has been informally part converted to a studio flat.

### Viewings:

Via Cottons - 0121 247 2233

### Legal Documents:

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





**Freehold Residential Investment/Development Opportunity - 10 Flats (Mostly Vacant)**  
\*Guide Price: £330,000 - £360,000



## LOT 42

### Freehold Shop with Vacant Possession

\*Guide Price: £25,000-£30,000

#### 44 Bridge Road, Tipton, West Midlands DY4 0JN

##### Property Description:

The property comprises a small, affordable shop, which appears to have received regular maintenance and is well-presented, offering scope for a variety of retail uses.

The property is located close to the junction of Bridge Road and Toll End Road, approximately 1½ miles north east of Tipton Town Centre and 3 miles south west of Wednesbury.

The property is of single-storey rendered brickwork construction, with a pitched slate roof.

The shop is set-back from Bridge Road, behind a paved forecourt and has an attractive shop front, protected by a retractable metal roller shutter.

The property is located within a medium density, predominantly residential area, providing a good retail catchment.

The property is currently used as a shop selling gifts and party accessories, although is considered suitable for a whole variety of other retail uses.

The property is considered of interest to owner-occupiers and private investors.

##### Accommodation:

###### Ground Floor

Retail Area: 17.4 sq m (188 sq ft)

Rear Store: 6.3 sq m (68 sq ft)

Toilet with wc and wash basin.

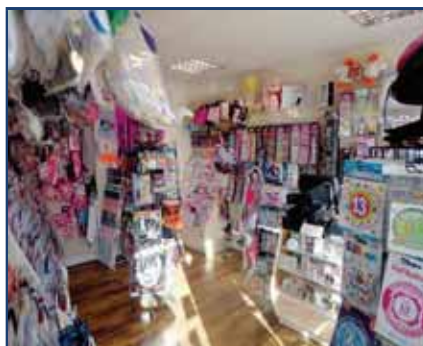
**Total Net Internal Area: 23.8 sq m (256 sq ft)**

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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## LOT 43

### Leasehold Flat Investment

\*Guide Price: £75,000 -£85,000

### Flat 1 Falstaff Court, Springfield Road, Sutton Coldfield, West Midlands B75 7JH

#### Property Description:

A purpose built two bedroom ground floor flat forming part of a three storey development of brick construction surmounted by a pitched tiled clad roof and set back from Springfield Road behind a foregarden and residents car parking area. The property provides well laid out accommodation and benefits from UPVC double glazed windows along with a lock up garage (number 1) located in an adjacent block. The property is situated virtually opposite the junction with Langley Hall Road on the outer edge of the Sutton Coldfield development and conveniently within two miles to the east of Sutton Coldfield Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £475 pcm (£5,700 per annum)

#### Accommodation:

##### Ground Floor

Communal Reception Hall, Private Entrance Hall, Lounge, Kitchen, Two Bedrooms, Bathroom with WC

#### Outside:

Communal Garden, Residents Car Parking and a garage (number 1) located in an adjacent block



#### Leasehold Information

**Lease Term:** 99 years (less 3 days) from 25th March 1967

**Ground Rent & Service Charge :** Refer to Legal Pack

#### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



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## LOT 44

### Freehold Residential Ground Rent

\*Guide Price: £6,000 - £8,000

#### Freehold Ground Rent, 47 Delhurst Road, Perry Barr, Birmingham, West Midlands B44 9UT

##### Property Description:

A freehold ground rent secured upon a traditional semi detached house of brick construction surmounted by a hipped tile clad roof and set back from the road behind a paved forecourt.

The property is located in the suburb of Perry Barr and forms part of a popular and established residential area.

The property is subject to a long lease for a term of 99 years from 25th December 1946 at a ground rent of £6.00 per annum.

##### Legal Documents:

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

##### Viewings:

Not Applicable



## LOT 45

### Freehold Land

\*Guide Price: £10,000 - £13,000

#### Land at Hospital Lane, (R/O 59 b Mason Street), Coseley, West Midlands WV14 9LE

##### Property Description:

A parcel of freehold land roughly extending to approximately 3.87sq.mtrs. (41.65sq.ft). The parcel of land directly fronts Hospital Lane, opposite the junction with Denise Drive. The property may be suitable for alternative uses subject to obtaining the correct planning.

All interested parties must satisfy themselves in full regarding the feasibility of any scheme with Dudley Metropolitan Borough Council [www.dudley.gov.uk](http://www.dudley.gov.uk)

##### Legal Documents:

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

##### Viewings:

External Only



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

## LOT 46

### Freehold Vacant Possession

\*Guide Price: £48,000 - £54,000

#### 106 Leamore Lane, Walsall, West Midlands WS3 2BL

##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having well laid out accommodation and gas fired central heating. The property is located on Leamore Lane close to the junction with Summerfield Road

##### Accommodation:

###### Ground Floor

Lounge, Dining Room, Inner Lobby, Kitchen, Stairs to

###### First Floor

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

##### Outside:

Rear Garden area

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 47**
**Freehold Residential Investment (Income £6,600 p.a.)**

\*Guide Price: £92,000 - £96,000

**52 Knowle Road, Sparkhill, Birmingham, West Midlands B11 3AW**
**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.

Knowle Road forms part of an established and traditional residential area and is situated between Formans Road and Stratford Road (A34) the latter providing direct access to Sparkhill Shopping Centre consisting of a wide range of retail amenities and services.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

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

Lounge, Dining Room, Kitchen

**First Floor**

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

**Outside:**

**Front** Walled foregarden

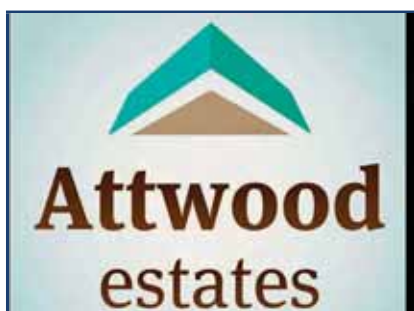
**Rear** Garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


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**MAILING LIST**

We are currently updating our mailing list so,  
if you require a catalogue for our next auction on

**TUESDAY 23<sup>rd</sup> FEBRUARY 2016**

at Aston Villa Football Club, Aston Villa, Birmingham.

Please complete the slip found at the back of this Viewing Schedule,  
and hand it to us at the auction or post it to us at the address provided.

**LOT 48**

**Freehold Residential Investment**

\*Guide Price: £67,500-£75,000

**93 Pargeter Road, Smethwick, West Midlands B67 5HZ**

**Property Description:**

A two-storey, middle of terrace house with a shared side tunnel entry, providing separate access to the rear of the property.

The property forms part of the popular and well-established district of Bearwood, which was developed in the early part of the 20th Century, to provide similar traditional terraced housing. The property is located within a quarter of a mile of the main shopping area around Bearwood Road, where a whole range of local services and amenities are available.

The property is of traditional, solid brickwork construction, part cement rendered, with a pitched slate roof.

The property offers generously proportioned family accommodation, although the house would benefit from repair and modernisation.

The property is currently let by way of an Assured Shorthold Tenancy, at a rent of £350 per calendar month (£4,200 per annum). It is considered there is potential to significantly improve the rental level achievable, following a programme of repair and improvement works.

**Accommodation:**

**Ground Floor**

Entrance Lobby, Inner Hallway, Living Room (Front), Dining Room (Rear), Rear Lobby, Pantry and Kitchen.

**First Floor**

Landing, Two Bedrooms and Bathroom/Toilet with white suite comprising cast iron bath, ceramic wash basin and wc and also incorporating an airing cupboard.

**Outside:**

There is a small foregarden to the front of the house, as well as a rear yard and garden to the rear of the property.

**Legal Documents:**

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

**Viewings:**

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





**LOT 49**
**Freehold Vacant Possession**  
 \*Guide Price: £134,000 - £144,000

**100 Coleshill Road, Hodge Hill, Birmingham, West Midlands, B36 8AD**

**Property Description:**

A detached two bedroomed bungalow of brick construction surmounted by a tiled roof set well back from the road behind a paved foregarden allowing for off road parking for numerous vehicles and access to garage. The property forms part of a substantial plot extending to an area of approximately 678 sq.m (7295 sq.ft) and benefits from having double glazing and gas fired central heating. The property is located on Coleshill Road (B4114) located between Southbourne Avenue and Ventnor Avenue

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

**Viewings** – Via Cottons – 0121 247 2233

**IMPORTANT NOTE: NO OFFERS WILL BE  
 ACCEPTED PRIOR TO AUCTION**

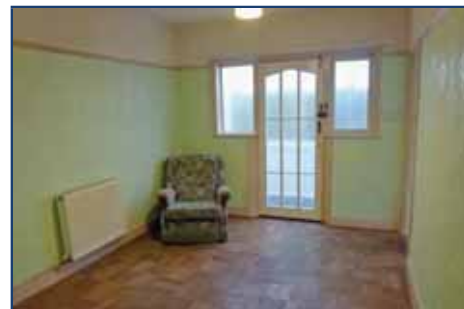
**Accommodation:**
**Ground Floor**

Entrance Porch, Entrance Hallway, Lounge, Bedroom 1, Bedroom 2, Kitchen/Diner and Bathroom having corner bath, wash basin and Separate WC, Lean-to and Garage

**Outside:**

**Front** Paved foregarden allowing for off road parking and access to garage

**Rear** Lawned garden



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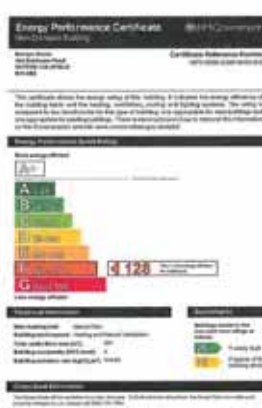


Lot 7

## Energy Performance Certificate

The EPC for this property was commissioned on 13th November 2015

This will be added to the Legal Pack and available on our website.



Lot 17



Lot 20



Lot 21



Lot 23



Lot 29

## Energy Performance Certificate

The EPC for this property was commissioned on 12th November 2015

This will be added to the Legal Pack and available on our website.



Lot 39



Lot 40

## Energy Performance Certificate

The EPC for this property was commissioned on 13th November 2015

This will be added to the Legal Pack and available on our website.



Lot 42

## 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 ☐ PROXY  
(please one tick) (please one tick)

### 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"/>

### SOLICITOR INFORMATION

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

### BIDDER INFORMATION

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

## 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:

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

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

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

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

## A3 Bidding and reserve prices

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

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

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

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

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

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

## A4 The particulars and other information

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

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

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

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

## A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

## G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

## G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

## G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

## G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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



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

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

#### G5. Transfer

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

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

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

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

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

#### G6. Completion

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

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

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

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

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

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

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

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

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

#### G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

#### G10. Interest and apportionments

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

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

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

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

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

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

#### G11 Arrears

##### Part 1 Current rent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### G12. Management

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

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

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

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

#### G13. Rent deposits

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

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

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

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

#### G14. VAT

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

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

#### G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

#### G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

#### **G20. TUPE**

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

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

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

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

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

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

#### **G21. Environmental**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G25. Warranties**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

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

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

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





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