

6th APRIL 2017

# Cottons

CHARTERED SURVEYORS

## AUCTION

THURSDAY 6th APRIL 2017

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £850 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own 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 41 LOTS

## Order of Sale

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

1	61 GOOSEMOOR LANE, ERDINGTON, BIRMINGHAM, B23 5PW	Freehold Vacant Residential	40	15 REDBURN DRIVE, KINGS HEATH, BIRMINGHAM, B14 5XA	Leasehold Vacant Residential
2	48 CARNEGIE AVENUE, TIPTON, WEST MIDLANDS DY4 8SX	Leasehold Vacant Residential	41	85 ASHLEY STREET, BILSTON,, WEST MIDLANDS WV14 7NW	Freehold Vacant Residential
3	15 BADON COVERT, KINGS HEATH, BIRMINGHAM, B14 5XR	Freehold Vacant Residential			
4	29 UNETT STREET, BIRMINGHAM, B19 3BP	Leasehold Residential Inv.			
5	FLAT 11 BELLINGHAM COURT, GRAVELLY HILL, B'HAM, B23 7PJ	Leasehold Vacant Residential			
6	THE OLD PRIVY, COVENTRY ROAD, KINGSBURY, B78 2LN	Freehold Vacant Office			
7	38 HIGH STREET, CRADLEY HEATH, WEST MIDLANDS B64 5HL	Freehold Vacant Commercial			
8	72 PRINCESS STREET, BURNTWOOD, STAFFORDSHIRE WS7 1JN	Freehold Vacant Residential			
9	UNIT 17, HEATH ROAD, WEDNESBURY, WEST MIDS, WS10 8XE	Freehold Vacant Commercial			
10	324 LADYPOOL ROAD, BIRMINGHAM, B12 8JY	Freehold Commercial Inv.			
11	36 YORK ROAD, ERDINGTON, BIRMINGHAM, B23 6TG	Freehold Vacant Residential			
12	33 HIGH STREET, STOURPORT-ON-SEVERN,, WORCS, DY13 8BE	Freehold Vacant Commercial			
13	LAND OFF CHURCH ROAD, DOSTHILL, TAMWORTH, B77 1LL	Freehold Land			
14	LAND OFF CHURCH ROAD, DOSTHILL, TAMWORTH, B77 1LL	Freehold Land			
15	51 COLEYS LANE, NORTHFIELD, BIRMINGHAM B31 4AD	Freehold Vacant Residential			
16	2 OSBOURNE CLOSE, ASTON, BIRMINGHAM, B6 5UL	Leasehold Vacant Residential			
17	64 BLOOMFIELD STREET NORTH, HALESOWEN, B63 3RF	Freehold Vacant Residential			
18	LAND ADJ. THE SUNN INN, TOWN ST, NOTTINGHAM, NG16 6JP	Freehold Building Plot			
19	1008 STRATFORD ROAD, HALL GREEN,, BIRMINGHAM, B28 8BJ	Freehold Investment			
20	1010 STRATFORD ROAD, HALL GREEN,, BIRMINGHAM, B28 8BJ	Freehold Investment			
21	FGR 190 GRACEMERE CRESCENT, HALL GREEN, B'HAM, B28 0UD	Freehold Ground Rent			
22	29-30 TEMPLE BAR, WILLENHALL, WV13 1SQ	Freehold Pt. Vacant Comm.			
23	8 HILLCREST ROAD, SUTTON COLDFIELD, B72 1EG	Freehold Vacant Residential			
24	2351 COVENTRY ROAD, SHELDON, BIRMINGHAM, B26 3PN	Freehold Vacant Residential			
25	111, 113 & 115 GREAT HAMPTON STREET, B'HAM, B18 6ES	Freehold Investment Opp.			
26	NEW ASTON SOCIAL CLUB, ASTON HALL ROAD, B'HAM, B6 7JU	Social Club Business			
27	17 CAPE HILL, SMETHWICK, WEST MIDLANDS B66 4RX	Freehold Vacant Commercial			
28	25 CAPE HILL, SMETHWICK,, WEST MIDLANDS B66 4RX	Freehold Commercial Inv.			
29	27 CAPE HILL, SMETHWICK, WEST MIDLANDS B66 4RX	Freehold Commercial Inv.			
30	39 HIGH STREET, WHEATON ASTON, STAFFORD, ST19 9NP	Freehold Commercial Inv.			
31	52 ALBERT ROAD, KIDDERMINSTER, WORCS, DY10 1SP	Freehold Vacant Residential			
32	3 LOCK COTTAGE, DIGLIS DOCK ROAD, WORCESTER, WR5 3BS	Freehold Vacant Residential			
33	5 ARCAL STREET, DUDLEY, WEST MIDLANDS DY3 1TQ	Freehold Vacant Residential			
34	22 BURTON ROAD, DUDLEY, WEST MIDLANDS DY1 3TB	Freehold Residential Inv.			
35	837 ALUM ROCK ROAD, WARD END, BIRMINGHAM, B8 2AG	Freehold Vacant Commercial			
36	84 ST. ANNES ROAD, WILLENHALL, WEST MIDS, WV13 1DT	Freehold Vacant Commercial			
37	LAND TO NORTH & SOUTH OF LANE ST, BILSTON WV14 8UP	Freehold Development Land			
38	4 CORONATION DRIVE, SHIREBROOK, MANSFIELD, NG20 8RH	Freehold Vacant Residential			
39	211 WILLENHALL ROAD, WOLVERHAMPTON, WV1 2HY	Freehold Vacant Residential			

### Auctioneers

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

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

**Auction Manager:** Sue Worrall

**Auction Team:** Richard Longden B.Sc. (Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, Jason Coombes B.A, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

## IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

### ID REQUIREMENTS

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

### DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

### AUCTIONEER'S ADMINISTRATION FEE

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

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

### **AUCTION ADMINISTRATION FEE**

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

### **ADDITIONAL FEES / COSTS / CHARGES**

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

**It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.**



**LOT 1**
**Freehold Vacant Three Bedroom Semi Detached House**

\*Guide Price: £100,000 - £110,000 (+Fees)

**61 Goosemoor Lane, Erdington, Birmingham, West Midlands B23 5PW**
**Property Description:**

A traditional semi-detached house of part-rendered brick construction, surmounted by a pitched tile clad roof, set back from the road behind a fore-garden and requiring complete modernisation and refurbishment throughout.

The property provides well-laid out accommodation and benefits from part UPVC double glazed windows, three bedrooms and a double garage (currently dilapidated) located in the rear garden and accessed by a shared right of way. The property forms part of an established residential area and Goosemoor Lane leads directly off Gravelly Lane (B4142), approximately one mile to the north of Erdington Shopping Centre and two miles from the M6 Motorway (Junction 6).

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

Reception Hall, Cloakroom with wc, Front Reception Room, Rear Reception Room, Kitchen, dilapidated Veranda with brick-built Stores.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom 3 (Double), Bathroom with bath, wash basin and wc.

**Outside:**

**Front:** Foregarden.

**Rear:** Yard, garden and dilapidated double garage, accessed by a shared right of way.

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

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


**LOT 2**
**Leasehold Vacant Studio Flat**

\*Guide Price: £20,000 - £25,000 (+Fees)

**48 Carnegie Avenue, Tipton, West Midlands DY4 8SX**
**Property Description:**

A purpose built first floor apartment forming part of a modern two storey block set back behind a communal car parking area.

The property benefits from majority of double glazed windows and requires repair and improvement.

Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East.

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

Communal Entrance Hall, Stairs and Landing

**First Floor**

Bed/Living Room, Kitchen, Wash Room with vanity wash basin, Bathroom with

panelled bath having electric shower over and WVC

**Outside:**

Communal gardens and car parking area

**Leasehold Information**

Lease Term: 120 Years from 24 June 1982

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 3

### Freehold Vacant End Terraced House

\*Guide Price: £65,000 - £70,000 (+Fees)

#### 15 Badon Covert, Birmingham, West Midlands B14 5XR

##### Property Description:

An End terraced, two-storey house, surmounted by a pitched inter-locking tile clad roof and benefitting from UPVC double glazed windows and two bedrooms but requiring modernisation and improvement throughout.

The property is situated in a cul-de-sac and Badon Covert leads off Northleach Avenue, which leads via Brockworth Road off Bells Lane. The property forms part of an established residential area.

##### Accommodation:

###### Ground Floor

Entrance Hall, Reception Hall, Dining Kitchen, Lounge, Rear Entrance Hall with brick built Store.

###### First Floor

Stairs and Landing, Two Double Bedrooms, Bathroom with panel bath and wash basin, Separate wc.

##### Outside:

**Front:** Partly lawned foregarden.

**Rear:** Garden.

##### 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 £850 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

### Auction deposits may be paid by the following methods

#### Debit/Credit Card

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

#### Personal/Company Cheque/Bank or Building Society Draft

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

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

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



**LOT 4****Leasehold Investment (Three Bedroom Duplex Maisonette)**

\*Guide Price: £70,000 - £75,000 (+ fees)

**29 Unett Street, Birmingham, West Midlands B19 3BP****Property Description:**

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

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

Communal Entrance with secure door entry system access to stairs,

**Second Floor**

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

**Third Floor**

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

**Outside:**

Communal Gardens

**Leasehold Information**

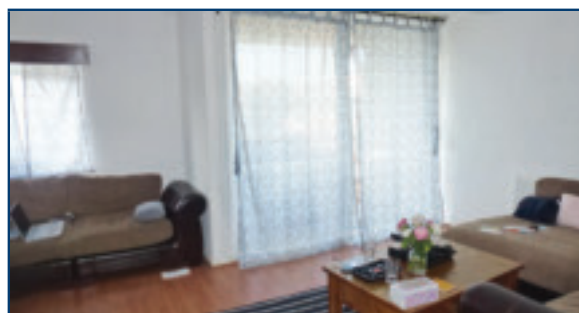
**Term:** 125 years from 16 March 1981

**Ground Rent:** £20.00 rising to £320.00

**Service Charge:** Refer to Legal Pack

**Legal Documents:**— Available at  
[www.cottons.co.uk](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 5

**Leasehold Vacant Possession**  
\*Guide Price: £60,000 - £65,000 (+ fees)

### Flat 11 Bellingham Court, 150 Gravelly Hill, Birmingham, West Midlands B23 7PJ

#### Property Description:

A Second floor flat located in a purpose built three storey block of brick construction set back from the road behind communal lawned gardens and communal secure gated parking to the rear. The flat benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings. The property is located on Gravelly Hill (A5127) and provides secure gated parking to the rear accessed via a service road located off Compton Road which in turn is found off Oval Road and Minstead Road

#### Accommodation:

##### Ground Floor

Communal Entrance with secure door entry system, stairs to

#### Second Floor

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

#### Outside:

Communal Gardens and Gated parking area accessed via Compton Road

#### Leasehold Information

**Term** 125 years from 30 April 1992

**Ground Rent** £10.00 per annum

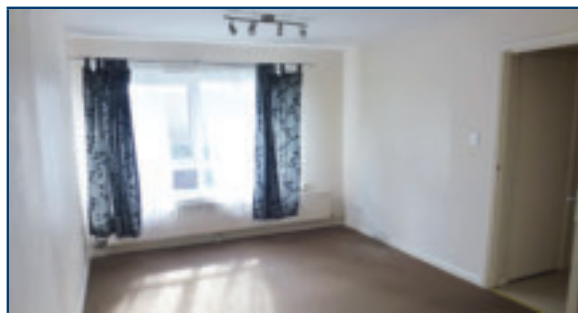
**Service Charge** Refer to Legal Pack

#### Legal Documents :

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

#### Viewings :

Via Cottons - 0121 247 2233



## LOT 6

**Freehold Vacant Former Taxi Office**  
\*Guide Price: £25,000 - £30,000 (+ Fees)

### The Old Privy, Coventry Road, Kingsbury, Tamworth, Staffordshire B78 2LN

#### Property Description:

A former public convenience, more recently used as a Taxi Office with Waiting Room and of single storey brick construction, surmounted by a pitched tile clad roof.

The property is located on the edge of a local park, fronting Coventry Road with signage denoting a Taxi Rank with Hackney Carriage stand for three vehicles.

The property is situated on a slip road which leads off Coventry Road (A51) opposite a public car park and is located in the heart of Kingsbury Village which contains a neighbourhood Shopping Centre, Pubs, Restaurants, Primary and Secondary Schools serving the local catchment area.

Kingsbury itself comprises of a popular North Warwickshire town, known for its vast Waterpark and providing excellent commuting, being within 3 miles of the M42 Motorway (Junction 9) providing access to The Midlands Motorway networks and Cities.

#### Planning:

Planning consent was granted by North Warwickshire Borough Council (Reference



0784/92) on the 6th October 1992 for change of use from a former public convenience to a Taxi Office/Waiting Room and erection of antennae.

#### Accommodation::

##### Ground Floor

Office with Reception Area 13.76 sq m (148 sq ft), with sink, Toilet/Store Room 3.86 sq m (41 sq ft) with w.c. and wash basin.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 7

**Freehold Vacant Retail Premises**  
 \*Guide Price: £55,000 - £60,000 (+ fees)

### 38 High Street, Cradley Heath, West Midlands B64 5HL

#### Property Description:

A mid-terraced retail unit of brick construction surmounted by a pitched tile clad roof forming part of a local shopping parade. The property has recently become vacant and benefits from having a double glazed shop frontage with an electric roller shutter. The property further benefits from having parking located to the rear accessed via a service road. The property is located on Cradley Heath High Street which is located off both the B4173 and Corngreaves Road and contains a wide range of local shops and amenities

#### Accommodation:

##### Ground Floor

##### Shop

Measuring 41.94 sq.mtrs (451 sq.ft), Rear Store Area measuring 9.29 sq.mtrs (99 sq.ft), Kitchen 5.61 sq.mtrs (60 sq.ft), WC 2.37 sq.mtrs (25 sq.ft)

##### First Floor

There is currently no access to the first floor but we understand from the Vendor that it contains three rooms

#### Outside:

Brick Built Store and parking area 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 8

**Freehold Vacant Three Bedroom Semi-Detached House**  
 \*Guide Price: £70,000 PLUS (+Fees)

### 72 Princess Street, Burntwood, Staffordshire WS7 1JN

#### Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, situated directly fronting the pavement, providing well laid out accommodation but requiring modernisation and improvement throughout. The property forms part of an established and predominantly residential area and Princess Street is located off Cannock Road and the property is conveniently located within approximately one mile from Chasewater Country Park and two and a half miles from the M6 Toll Motorway (Junction T6).

#### Accommodation:

##### Ground Floor

Front Reception Room, Rear Reception

Room, Kitchen, Utility Room, Wet Room with shower, wash basin and wc.

##### First Floor

Stairs and Landing, Three Bedrooms, (Bedroom Two intercommunicating)

##### Outside

**Rear:** Partly covered paved yard area with right of way over side access, freestanding garage and garden.

#### Legal Documents:

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

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



## LOT 9

**Freehold Vacant Industrial Premises/Retail Warehouse - (GIA 9,866sq.ft)**  
 \*Guide Price: £160,000 - £180,000 (+ Fees)

**Unit 17, Radius Industrial Estate, Heath Road, Wednesbury, West Midlands, WS10 8XE**



### Property Description:

A substantial industrial/warehouse premises of primarily brick construction beneath a pitched steel framed roof incorporating translucent roof lights. The property includes an internal two storey office premises with reception, kitchenette and toilets along with an additional storage unit attached to the front elevation. Access to the property is by way of both a personal door and electric roller shutter door providing vehicular access.

The property is long established as a tyre retail depot and provides flexible accommodation suitable for a variety of uses including industrial and warehousing/storage.

The property is situated on an industrial estate approached by way of a shared driveway and forms part of a mixed use area containing a range of both industrial and residential properties and is well located for access to the M6 Motorway (junction 10) being within approximately one mile distance to the north.

### Accommodation

#### Ground Floor

Industrial/Warehouse Premises with an internal office unit comprising Customer Entrance, Customer Toilets with wash basin, Waiting Room/Reception, Office, Staff Toilet with wash basin, Two Mezzanine Offices and Staff Room, Additional Store Room to front elevation.

#### Outside:

Forecourt/front yard area providing customer parking and access

#### Gross Internal Area:

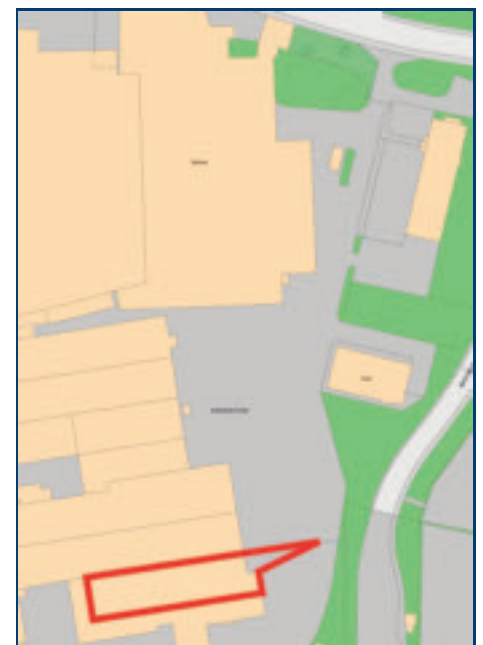
916.6sq.mtrs (9,866sq.ft) .  
 Eaves Height approximately 5.05mtrs (16.6ft)

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233

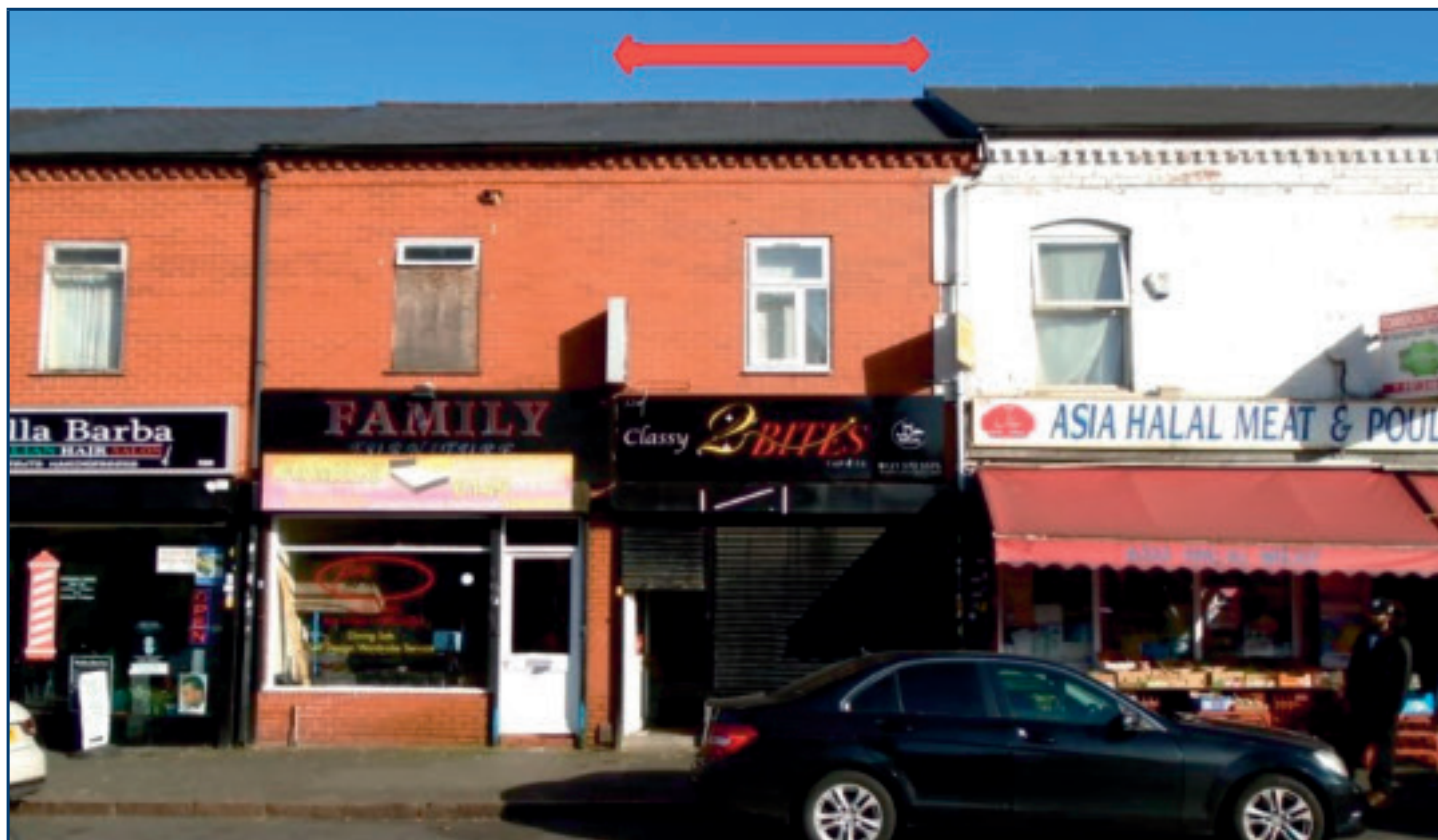


This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries



**LOT 10**
**Freehold Shop and Residential Investment Property**

\*Guide Price: £160,000 - £175,000 (+Fees)

**324 Ladypool Road, Sparkbrook, Birmingham, B12 8JY**

**Property Description:**

A Freehold shop and residential Investment property, fully let and producing a gross annual rent of £18,000.

The property comprises a two/three-storey, middle of terrace building, occupying a central position within a parade of shops on the eastern side of Ladypool Road, close to its junction with Clifton Road. Adjacent or nearby traders include a meat and poultry shop, a barber's and a furniture store.

Ladypool Road is located within the core area of Birmingham's famous Balti Triangle, approximately 2½ miles south of the City Centre. Birmingham is the birthplace of the Balti Curry and this area probably contains the City's highest concentration of Balti Restaurants, as well as some of the longest established of such restaurants to be found in Britain.

The main building is of traditional brickwork construction, with a pitched slate roof.

There is a substantial single-storey extension to the rear of the shop.

The property provides an unusually deep ground floor shop, currently used as a café and desserts bar. The first and second floor provide a self-contained maisonette and, although we were unable to inspect this part of the premises, we understand the residential element of the property provides a one-bedroom maisonette.

The premises are fully let and income-producing and will, therefore be of interest primarily to private investors.

**Ground Floor**

Café/Preparation Area (open plan): 62.7 sq m (675 sq ft), Store: 1.1 sq m (12 sq ft), Under Stairs Store: 1.4 sq m (15 sq ft)

**Total Net Internal Area - Ground Floor: 65.2 sq m (702 sq ft)**

**First Floor/Second Floor Maisonette (Not Inspected by the Auctioneers)**

We are informed by the Vendor that the maisonette comprises a Kitchen, Living Room and Shower Room/Toilet on the first floor and a Bedroom on the second floor.

**Tenancies**
**Shop**

The shop is let for a term of years expiring 30th September 2033, without break provisions, at a current rent of £12,000 per annum, exclusive, subject to upwards-only review. The lease is excluded from the tenant's Security of Tenure provisions contained within the Landlord & Tenant Act 1954, Part II.

**Maisonette**

The maisonette is let by way of an Assured Shorthold Tenancy for a term of 12 months, commencing 1st April 2016 at a rent of £500 per calendar month. Therefore, the property produces a gross annual rent of £18,000.

Interested parties should carefully study the lease and tenancy documentation contained within the Legal Pack.

**Planning:**

The property benefits from a Planning Permission, Application No. 2014/03977/PA, whereby on 28th July 2014, Planning Permission was granted, subject to a series of conditions, for the erection of a first floor rear extension.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 11

**Freehold Vacant Possession**  
\*Guide Price: £94,000 - £98,000 (+ fees)

### 36 York Road, Erdington, Birmingham, West Midlands B23 6TG

#### Property Description:

A traditional three storey semi detached property of brick construction surmounted by a tiled clad roof and set back from the road behind a walled foregarden. The property benefits from having UPVC double glazed windows, gas fired central heating and three bedrooms. The property occupies a convenient location centrally within Erdington and York Road runs directly between Sutton New Road (A5127) and Summer Road (B4142). The property is less than on quarter of a mile from Erdington High Street and a third of a mile from Erdington Railway Station and approximately one mile from the M6 Motorway (Junction 6)

#### Accommodation

##### Ground Floor

Entrance Porch, Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panelled bath, wash basin, Shower cubicle and WC

##### First Floor

Stairs and Landing, 2 Bedrooms and WC with wash basin, Stairs to

##### Second Floor

Landing, Store Cupboard and Bedroom 3

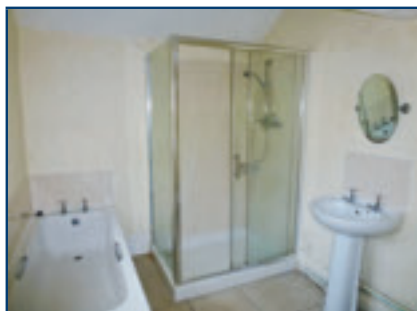
##### Outside:

**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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**LOT 12**
**Freehold Vacant Commercial and Residential Property**

\*Guide Price: £105,000 - £115,000 (+ fees)

**33 High Street, Stourport-on-Severn, Worcestershire, DY13 8BE**

**Property Description:**

A Grade II Listed, three storey premises prominently located on the High Street of brick construction surmounted by a tiled roof and directly fronting the pavement. The property comprises of a ground floor commercial premises and a separate self contained two bedroom flat to the first and second floors having separate access off York Street. Both the commercial and residential element benefit from having independent electric supply and gas fired central heating systems. The property is situated on the busy Stourport High Street which contains a wide range of multiple and local retailers including W H Smiths, Boots and Holland and Barrett, serving both the surrounding and predominantly residential catchment area along with a large number of tourists visiting the town and its associated waterways which include the River Severn, the River Stour and both the Staffordshire and Worcestershire Canals. The property has until recently been let producing £10,490 per annum. A schedule of the previous tenancy information is detailed below.

**Previous Tenancy Information:**

Ground floor Retail unit let producing £5,750 per annum  
 First and second floor flat let producing £395 pcm (£4,740 per annum)  
 Total Rental £10,490 per annum


**Accommodation**
**Ground Floor Commercial Unit**

Shop Frontage/Retail Area approximately 23 sq.mtrs (247sq.ft), Inner Corridor, Rear Office approximately 11.5 sq.mtrs (125sq.ft), Store Room approximately 3.7 sq.mtrs (40sq.ft), WC and washbasin

**Basement**

**Room 1** approximately 23.5 sq.mtrs (252sq.ft),  
**Room 2** approximately 15.41 sq.mtrs (165sq.ft)

**First and Second Floor Flat**

(Accessed off York Street)

**First Floor**

Entrance Hallway, Kitchen, Lounge, Shower Room with shower cubicle, wash basin and WC, Stairs to

**Second Floor**

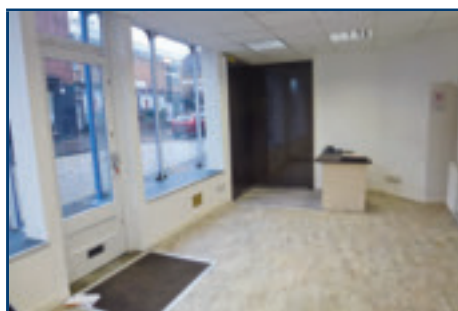
Having Two Bedrooms

**Outside**

Small shared yard area with pedestrian access off York street.

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

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



## LOT 13

**Freehold Land (5.93 Acres)**  
\*Guide Price: £65,000 - £70,000 (+ fees)

### Land Off Church Road (5.93 Acres), Dosthill, Tamworth, Staffordshire B77 1LL

#### Property Description:

A substantial parcel of freehold land extending to approximately 5.93 acres (2.36 hectares) the land formerly being part of Dosthill Quarry occupies a pleasant and elevated location offering views over the surrounding countryside, nearby lakes and Water Sports Centre.

The land is vacant and is in the majority overgrown and unattended.

The land is accessed via a service road (signposted welcome to dosthill quarry) leading from Church Road which in turn is located off High Street (A51).

The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full with any proposed plans with Tamworth Borough Council prior to bidding.

Dosthill is an established residential area on the southern outskirts of Tamworth approximately three miles from the Town Centre

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

**Viewings** Via Cottons – 0121 247 2233



## LOT 14

**Freehold Land (16.12 Acres)**  
\*Guide Price: £178,000 - £188,000 (+ fees)

### Land Off Church Road (16.12 Acres), Dosthill, Tamworth, Staffordshire B77 1LL

#### Property Description:

A substantial parcel of freehold land extending to approximately 16.12 acres (6.52 hectares) the land formerly being part of Dosthill Quarry occupies a pleasant and elevated location offering views over the surrounding countryside, nearby lakes and Water Sports Centre.

The land is vacant and is in the majority overgrown and unattended shrub, grass and woodland.

The land is accessed via a service road (signposted welcome to dosthill quarry) leading from Church Road which in turn is located off High Street (A51).

The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full with any proposed plans with Tamworth Borough Council prior to bidding.

Dosthill is an established residential area on the southern outskirts of Tamworth approximately three miles from the Town Centre

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

**Viewings** Via Cottons – 0121 247 2233





**LOT 15**
**Freehold Vacant Possession**

\*Guide Price: £116,000 - £126,000 (+ fees)

**51 Coleys Lane, Northfield, Birmingham, West Midlands, B31 4AD**

**Property Description:**

A two bedroomed bungalow of non-traditional construction set back from the road behind a lawned foregarden and gravelled driveway giving access to garage and allowing for secure off road parking. The property has been fully refurbished throughout to include a combination boiler, full electrical rewire, re-plastering and redecoration works, modern kitchen and bathroom fittings and newly fitted carpets. Coleys Lane is located off both Mill Lane and Turves Green

**Legal Documents :**

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

Via Cottons – 0121 247 2233

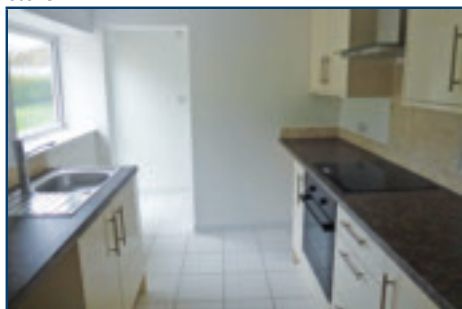

**Ground Floor**

Entrance Porch, Entrance Hallway, Open Plan Lounge/Dining Room, Kitchen, Inner Lobby and Showerroom having Shower Cubicle, wash basin and WC, Two Double Bedrooms

**Outside:**

**Front** Lawned foregarden and gravelled driveway allowing access to garage and providing secure parking

**Rear** Good sized lawned garden and brick built store



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



## LOT 16

**Leasehold Vacant Possession**  
\*Guide Price: £52,000 - £56,000 (+ fees)

### 2 Osbourne Close, Birmingham, West Midlands B6 5UL

#### Property Description:

A ground floor one bedroom flat situated in a purpose built block of brick construction surmounted by a tiled roof. The property is set back from the road behind communal gardens to the front and allocated parking to the rear. The property benefits from having UPVC double glazing along with secondary glazing, electric heating and is offered for sale in presentable condition, furthermore the flat is sold with all fixtures and fittings included. The Flat has recently become vacant and was previously let producing a rental of £120 per week (£6,240 per annum). Osbourne Close is located off Park Road North.

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

#### Accommodation

##### Ground Floor:

Communal Entrance and Hallway with secure door entry system, Entrance Hallway, Lounge, Kitchen, Bedroom, and Bathroom having panel bath with shower over, wash basin and WC

##### Outside:

**Front** Communal gardens

**Rear** Allocated parking space

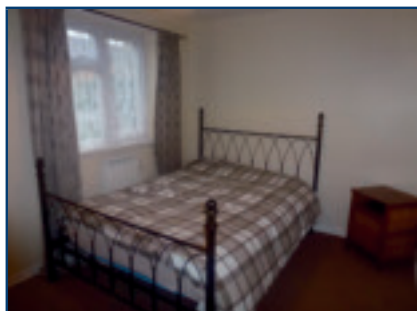
#### Leasehold Information

**Term** 120 years from 24th June 1983

**Ground Rent** £20 subject to review and additional rent

**Service Charge** Refer to legal pack

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



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**LOT 17**
**Freehold Vacant Possession**

\*Guide Price: £85,000 - £95,000 (+ fees)

**64 Bloomfield Street North, Halesowen, West Midlands, B63 3RF**

**Property Description:**

A substantial detached property surmounted by a tiled roof directly fronting the pavement. The property is situated in a substantial plot. The property benefits from having gas fired central heating and the majority of windows are double glazed. The property is situated between both numbers 62 and 68 Bloomfield Street and as such comes with the benefit of a large side plot which may provide scope for extension/redevelopment work however all interested parties must satisfy themselves in full with Sandwell Metropolitan Borough Council with any proposals they may have prior to bidding. Bloomsfield Street North is located off Attwood Street which in turn is found off the Stourbridge Road (A458)

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

Entrance Hallway, Lounge, Dining Room, Cellar, Kitchen/Diner, Utility Area with WC

**First Floor**

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

**Second Floor**

Loft Room

**Outside:**

**Side** Substantial side plot giving access for off road parking for numerous vehicles and access to large forecourt with work shop to rear

**Legal Documents :**

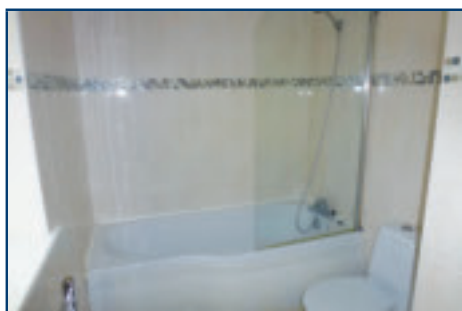
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings :**

Via Cottons – 0121 247 2233



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## LOT 18

### Freehold Land (Outline Planning for 6 Detached Houses)

\*Guide Price: £125,000 - £135,000 (+ fees)

#### Land adjoining, The Sunn Inn Town Street, Pinxton, Nottingham, Nottinghamshire NG16 6JP

##### Property Description:

A parcel of freehold land extending to approximately 0.44 acres (1793 sq.mtrs) adjacent to The Sunn Inn Public House and directly fronting Town Street. The land is situated within the village of Pinxton which has a range of amenities including schools, shops, public houses and restaurants and is within easy reach to both the A38 and the M1 Motorway

##### Planning

Outline Planning Permission was granted on the 15th of April 2006 by Bolsover District Council (Ref: 16/00010/OUT) for the erection of 6 houses and associated accesses and parking on land to the side (Northwest and rear of the Sunn Inn)

##### Please Note:

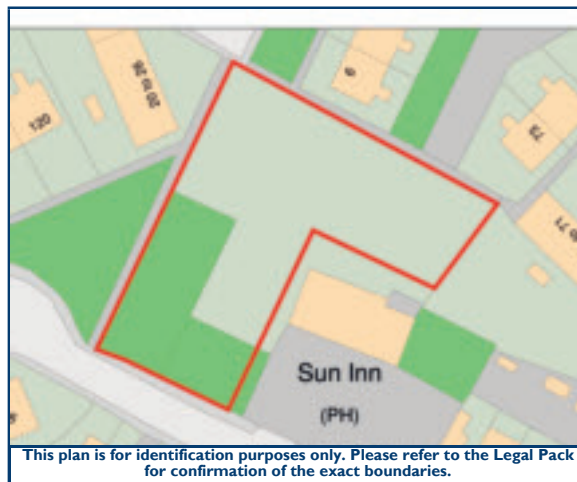
We have been informed by the Vendor that there is a small area of Japanese Knotweed on the Western tip of the site bordering the road and the footpath, we believe this is currently being treated and the Vendor has stated this treatment will come with a 10 year insurance back guarantee. Please see legal pack for full details

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 19

### Freehold Investment comprising Barbers Shop and Two Flats

\*Guide Price: £120,000 - £130,000 (+Fees)

#### 1008 Stratford Road, Hall Green, Birmingham, West Midlands B28 8BJ

##### Property Description:

A mid-terraced, two-storey property of traditional brick construction, surmounted by a pitched slate clad roof, set back behind a paved forecourt which provides off-road car parking.

The property comprises of a long-established Barbers Shop and two separate flats, benefitting from UPVC double glazed windows and forms part of a terrace of similar properties, many of which have been converted into residential dwellings.

The property is situated fronting the busy Stratford Road (A34), approximately 100 metres to the east of the junction with Shaftmoor Lane.

##### Tenancy Information

###### Barbers Shop:

Rental £340 per calendar month (£4,080 per annum). The tenant has been in occupation for 22 years and is currently holding over following expiration of his most recent lease.

###### Ground Floor Flat:

Let on an Assured Shorthold Tenancy. Rental £425 per calendar month (£5,100 per annum)

###### First Floor Flat:

Let on an Assured Shorthold Tenancy. Rental £450 per calendar month (£5,400 per annum).

**Total Rental Income: £1,215 per calendar month (£14,580 per annum).**

##### Accommodation

**Barbers Shop:** Entrance Hall, Salon: 18.1 sq m (194 sq ft).

**Ground Floor Flat:** Lounge opening to Kitchen, Double Bedroom, Shower Room with shower, wash basin and wc.

**First Floor Flat:** Stairs and Landing, Lounge, Double Bedroom, Kitchen, Bathroom with bath, wash basin and wc.

Note: Access to both flats is by a right of way over the Entrance Hall of 1010 Stratford Road. Refer to the Legal Pack for full details.

##### Outside:

**Front:** Paved forecourt providing off-road parking, shared pedestrian entry access to rear yard with brick wc (for use by Barber Shop) and rear garden.

##### Legal Documents:

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

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





## LOT 20

### Freehold Investment - Office Premises and Two Separate Flats

\*Guide Price: £120,000 - £130,000 (+Fees)

#### 1010 Stratford Road, Hall Green, Birmingham, West Midlands B28 8BJ

##### Property Description:

A mid-terraced, two-storey property of traditional brick construction, surmounted by a pitched slate clad roof, set back behind a paved forecourt which provides off-road car parking.

The property comprises of ground floor office premises and two separate flats which benefit from UPVC double glazed windows. The property forms part of a terrace of similar properties, many of which have been converted into residential dwellings and is situated on the busy Stratford Road (A34), approximately 100 metres to the east of the junction with Shaftmoor Lane.

##### Tenant Information

Office Premises: Currently owner-occupied, Vacant on Completion. Potential rental income approximately £500 per calendar month, when let.

Ground Floor Studio Flat: Let on an Assured Shorthold Tenancy, rental £325 per calendar month (£3,900 per annum).

First Floor Flat: Let on an Assured Shorthold Tenancy, rental £425 per calendar month (£5,100 per annum).

**Current Total Rental Income: £750 per calendar month (£9,000 per annum).**

(Potential Total Rental Income, approximately £14,000 per annum when fully let)

##### Accommodation:

###### Ground Floor

###### Office Premises

Front Office: 16.9 sq m (182 sq ft), with aluminium shop front.  
Rear Office: 11.34 sq m (122 sq ft), with stainless steel sink unit and rear door.

###### Ground Floor

###### Studio Flat

Entrance Hall, Lounge/Bedroom/Kitchen, Bathroom with panel bath, pedestal wash basin and wc.

###### First Floor Flat

Stairs and Landing, Lounge, Double Bedroom, Kitchen, Bathroom with bath, wash basin and wc.



##### Outside:

**Front:** Paved forecourt providing off-road car parking.

**Rear:** Shared pedestrian access, enclosed yard and garden.

**Note:** The shared Entrance Hall serving the Flat accommodation is subject to a right of way in favour of 1008 Stratford Road. Refer to the Legal Documents for full details.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

## LOT 21

### Freehold Ground Rent (Only 17 Years Unexpired)

\*Guide Price: £15,000 - £20,000 (+Fees)

#### Freehold Ground Rent

#### 190 Gracemere Crescent, Hall Green, Birmingham, West Midlands B28 0UD

##### Property Description:

A Freehold Ground Rent secured on a end-terraced house of brick construction, surmounted by a pitched tile-clad roof and set back behind a gravelled forecourt providing off road parking.

The property forms part of a popular and established residential area and Gracemere Crescent leads off Baldwins Lane which, in turn, leads off Stratford Road (A34).

The property is subject to a long lease for a term of 99 years which commenced on 24th June 1935, expiring on 24th June 2034 (having 17 years unexpired) and at a Ground Rent of £8 per annum.

##### Legal Documents:

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

##### Viewings:

Not Applicable.



## LOT 22

### Freehold Part Vacant - Part Investment (Cafe and 3 Bed House) \*Guide Price: £96,000 - £102,000 (+ fees)

29 - 30 Temple Bar, Willenhall, West Midlands, WV13 1SQ



#### Property Description:

Two terraced properties of brick construction surmounted by a tiled roof directly fronting the pavement. The properties consist of a ground floor takeaway (number 30) and separate self contained residential accommodation to the ground and first floors of number 29 and first floor of number 30. The property benefits from having UPVC double glazing and gas fired central heating. The commercial element is offered for sale with vacant possession however the residential element is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum). Temple Bar is located off both Wednesfield Road and Bloxwich Road South and is within approximately half a miles distance from the main shopping area located in Willenhall.

#### Accommodation:

##### Residential

##### Number 29

##### Ground Floor

Having Lounge, Kitchen,

#### First Floor (Extending over number 30)

3 bedrooms, Box Room/Store and Bathroom with panelled bath, wash basin and WC

#### Commercial

##### Number 30

##### Ground Floor

Having service area 27.5 mtr.sq, Kitchen and Store 27.3 mtr.sq and Storage Room

#### Outside:

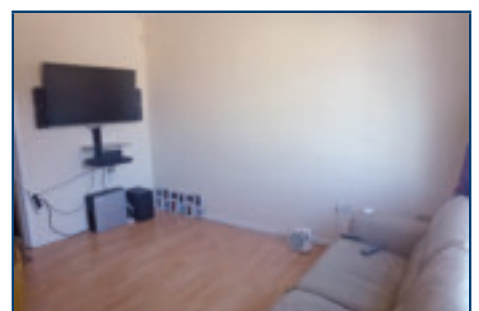
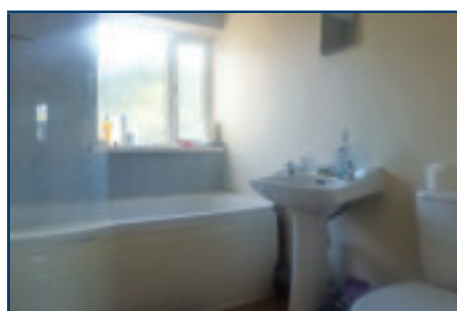
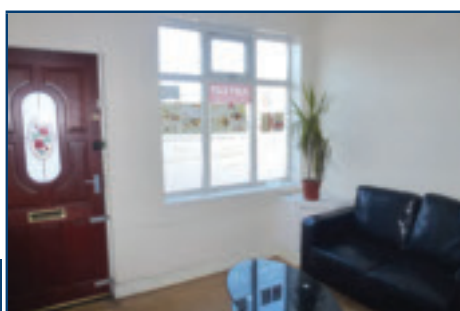
Yard Area with WC, brick built store and pedestrian side access.

#### Legal Documents –

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

#### Viewings

Via Cottons – 0121 247 2233





**LOT 23**
**Freehold Vacant Detached House in need of Modernisation**

\*Guide Price: £260,000 - £280,000 (+Fees)

**8 Hillcrest Road, Sutton Coldfield, West Midlands, B72 1EG**

**Property Description:**

A modern detached two-storey house, surmounted by a pitched, interlocking tile-clad roof, set back from the road behind a foregarden and block-paved driveway and forming part of a popular and well-regarded residential area.

The property provides well-laid out accommodation benefitting from electric storage heating, three bedrooms, garage and pleasant rear garden but requires modernisation and cosmetic improvement and in addition provides scope for extending the existing accommodation (subject to planning) along with potential sub division of the master bedroom to create an en-suite bathroom or fourth bedroom.

The property is conveniently within a third of a mile from Walmley Golf Course and Hillcrest Road leads via Oakhurst Road, off Birmingham Road (A5127), which provides access to a wide range of retail amenities at Wylde Green shopping centre. Wylde Green is popular location for commuters by either rail and road, being located approximately 4 miles to the north of Birmingham City Centre and 2 miles to the south of Sutton Coldfield Town Centre.

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

Covered Entrance, Reception Hall, Cloakroom with wash basin and wc, 'L' Shaped Lounge/Dining Room, Kitchen.

**First Floor**

Stairs and Landing, Master Bedroom One (Large Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom with panel bath, pedestal wash basin, wc.

**Outside:**

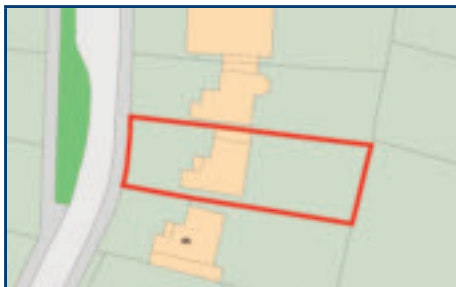
**Front:** Lawned foregarden with paved driveway, providing off-road parking and leading to Integral Garage. Pedestrian side access to:

**Rear:** Patio, brick store and enclosed lawned garden.

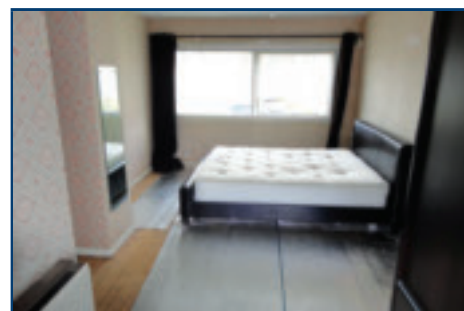
**Legal Documents:**

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

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



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





## LOT 24

**Freehold Vacant Residential (Detached house situated in 0.34 acres)**  
 \*Guide Price: £330,000 - £360,000 (+ fees)

**2351 Coventry Road, Sheldon, Birmingham, West Midlands, B26 3PN**



### Property Description:

A substantial detached property of brick construction surmounted by a tiled roof set back from the road behind a large foregarden and paved driveway giving access for off road parking and access to garage. The property is situated in a large plot extending to an area of approximately 0.34 acres. The property benefits from having majority double glazed windows and gas fired central heating. The property may be suitable for substantial extension works however all interested parties must satisfy themselves in full with Birmingham City Council Planning Department to any proposals they may have. The property is situated on the Coventry Road (A4) and is within approximately one miles distance from Birmingham International Airport

### Accommodation:

#### Ground Floor

Entrance Hallway, Front Reception Room, Rear Reception Room, Dining Room, Pantry Cupboard, Kitchen, Stairs to

#### First Floor

Having Landing, Three Bedrooms and Bathroom

having panelled bath with electric shower over, wash basin and WC

### Outside:

**Front** Large foregarden and paved driveway giving access for off road parking and access to garage  
**Rear** Large lawned garden

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

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



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



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## LOT 25

### On The Instructions of The Administrators of Mar City Developments Limited 111, 113 & 115 Great Hampton Street, Birmingham, West Midlands B18 6ES



#### Property Description:

A valuable mixed Freehold Investment opportunity, comprising of a substantial development of predominantly three-storey modern construction, directly fronting Great Hampton Street and set behind a Grade II Listed Edwardian facade. The property originally comprised of Jewellery workshops, later forming part of the Lucas Buildings, having been re-developed in 2005 to form three self-contained office suites to the ground floor and basement, along with a development of 12 modern apartments which are all subject to long leasehold interests.

The property is situated between New Hampton Lofts and Quartz developments and located on the edge of the Jewellery Quarter, being an area undergoing significant regeneration and re-development including a number of modern apartment schemes, retail and leisure uses. Great Hampton Street (B4100) provides direct access to Birmingham City Centre, lying within approximately 1/2 mile distance to the south east.

#### Planning History

Planning Consent was granted by Birmingham City Council on 23rd March 2005 (Reference C/08003/04/FUL) for the refurbishment and extension of existing Listed Buildings, Offices on ground floor and Apartments on the first and second floor, formation of landscaped area to the rear and extension to existing parking area at 111, 113 and 115 Great Hampton Street, Hockley. More recently, Planning Consent was granted by Birmingham City Council on 22nd October 2009 (Reference 2009/04167/PA) for change of use of basement and ground floor level from offices (B1) to Three Live/Work Units (Sui Generis) at 111, 113 and 115 Great Hampton Street.

Note: All interested parties must rely on their own enquiries in relation to the aforementioned planning

history and prior to bidding should discuss any proposals they may have for the property with the planning department at Birmingham City Council.

#### Investment Information

**Ground Floor and Basement:** Offices 111, 113 and 115 are currently vacant.

**Apartments Nos. 1-12:** Each subject to a long lease for a term of 150 years from and including 25th March 2006, paying a Ground Rent of £250 per annum. Total current Ground Rent income: £3,000 per annum.

#### Landlord & Tenant Act 1987: Section 5B

Notices were served on all residential lessees on 2 December 2016. As at 15 March 2017, no response has been received by the Administrators or their solicitors to these notices. The Administrators calculate the deadline to accept the offer to purchase the freehold interest in the Property was 6 February 2017. Please refer to the Legal Pack for more information.

#### Service Charge/Insurance

Under the terms of the lease, all lessees are liable for a proportionate cost of the Service Charge and Insurance Premium for the development. Further details provided by the current Managing Agents are available within the Legal Pack.

#### Accommodation:

##### 111 Great Hampton Street

###### Ground Floor

Open Plan Office: Kitchen Area, Two Toilets with wc and wash basin, Boardroom Area, Front Office including partitioned Office and Stairs to Basement.

###### Basement

Office 1, Office 2, Two Storage Rooms.

**Net Internal Area: 189.77 sq m (2,042 sq ft) approximately**

##### 113 Great Hampton Street

###### Ground Floor

Reception Office, Open Plan Office, Staff Room/Kitchen, Two Toilets with wash basin and wc

###### Basement

Large Office, Store Room, Office 2/Store.

**Net Internal Area: 186.44 sq m (2,006 sq ft) approximately**

##### 115 Great Hampton Street

###### Ground Floor

Open Plan Office with Ladies/Disabled and Gents Toilets each with wash basin and wc, Kitchen Area, Front Office.

###### Basement

Office 1, Office 2/Store.

**Net Internal Area: 168.08 sq m (1,809 sq ft) approximately**

**Total Net Internal Area: 544.29 sq m (5,857 sq ft)**

#### Outside:

Rear Gardens/Amenity space and Six car parking spaces.

#### Legal Documents:

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

#### Viewings:

via Cottons - 0121 247 2233. Note: Block Viewings Available for Office Accommodation Only.

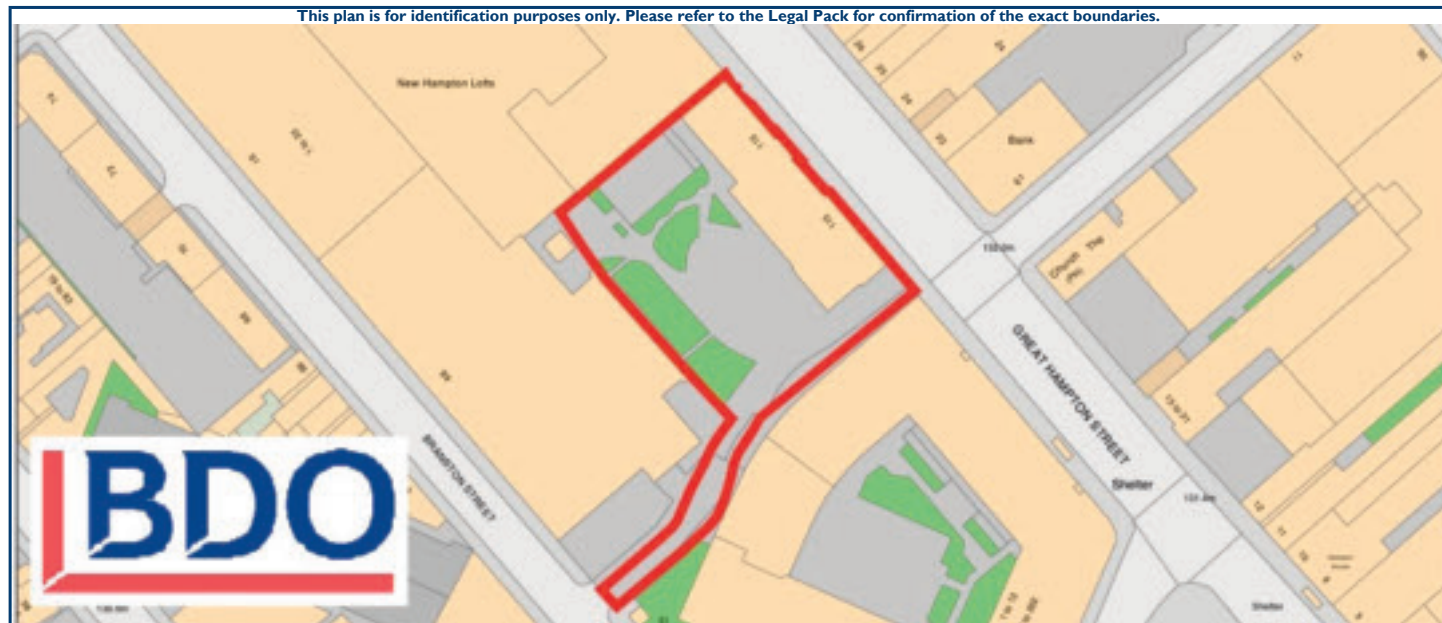
**NOTE: THE PROPERTY IS BEING OFFERED FOR SALE ON THE INSTRUCTIONS OF THE ADMINISTRATORS OF MAR CITY DEVELOPMENTS LTD BEING SARAH RAYMENT AND SHAY BANNON OF BDO LLP WHO ACT AS AGENTS AND WITHOUT PERSONAL LIABILITY**



**Freehold Investment Opportunity inc. 3 Vacant Offices with Parking & 12 Ground Rents**  
**\*Guide Price: £325,000 PLUS (+ 20% VAT) (+ Fees)**



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



## LOT 26

**By Instruction of the Joint Administrators of Calco Pubs Limited**

**A Business Opportunity comprising a Long Established Part Freehold/ Part Leasehold Social Club currently Trading and Offered for Sale as a Going Concern.**

**New Aston Social Club, Aston Hall Road, Aston, Birmingham, West Midlands B6 7JU**



### Property Description:

An attractive Business Opportunity comprising a substantial detached Social Club of two-storey brick construction, with single storey extensions, set within an irregular-shaped plot, providing customer parking and in addition, includes three advertising hoardings which are sub-let.

The property provides extensive bar and function room accommodation over the ground floor along with offices and private living accommodation having three bedrooms to the first floor.

The property is situated fronting Aston Hall Road which leads directly off Lichfield Road (A5127) and provides access to Aston Railway Station, Aston Expressway (A38A) and the M6 Motorway (Junction 6) and forms part of a mixed use area, containing a range of residential and commercial property. The property is within close proximity to Aston Villa Football Club which provides a valuable boost to trading profits on match days.

### Accommodation:

#### Ground Floor

Entrance Hall, Large Public Bar, Ladies and Gents Toilets, Lounge Bar, large Function Room with fitted seating, raised Stage Area and Two Dressing Rooms, Service Area, Commercial Kitchen with Glass Wash Area, Rear Corridor and Staff Toilet, Beer Cellar

**Gross Internal Area: 616 sq m (6,630 sq ft) approx.** (excluding Cellar)

#### First Floor

Landing with Two Offices/Storerooms, Private Flat Accommodation with Lounge, Three Bedrooms, Kitchen and Bathroom.

#### Outside:

Extensive Car Parking Area and Rear Yard, with access to Boiler Room.

### Trading Information:

Management figures supplied by the Administrators indicate annual sales as follows:

**2015:** Sales £433,298 net of Vat with Gross Profit Margin of 64% and House Operating Profit of £94,667.

**2016:** Sales £374,117 net of Vat with Gross Profit Margin of 65% and House Operating Profit of £52,996.

Copies of the Management Accounts are available from the Auctioneers & on their website.

The property is currently trading as a licensed social club and the business will be sold as a Transfer of Going Concern (TOGC) including all fixtures and fittings.

Stock will be charged for separately at cost following a stock take on the day of Completion. There will be no obligation to purchase the stock.

All employee costs and trading costs will be settled by the Administrators up until the day of Completion and the business will be transferred with no outstanding debts.

We understand that there are three advertising hoardings on site which are sublet. Please refer to the Legal Documents for full details regarding these matters.

**Staff:** All employees which comprise a Manager, who resides in the living accommodation and up to Six staff will be transferred to the buyer in accordance with TUPE regulations. A Schedule of staff will be available in the Legal Pack.

**VAT:** The property has been elected for VAT however VAT is not chargeable so long as the purchaser continues to operate the site as a licensed premises or other permitted use. All interested parties should obtain specialist tax advice in this respect.

### Leasehold Information:

The majority of the site is Freehold with the exception of the area hatched red on the catalogue plan, which is Leasehold for a term of 99 years from 25th December 1981, at a current Ground Rent of £4,500 per annum, reviewed every 21 years, the next review being due on 24th December 2023.

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

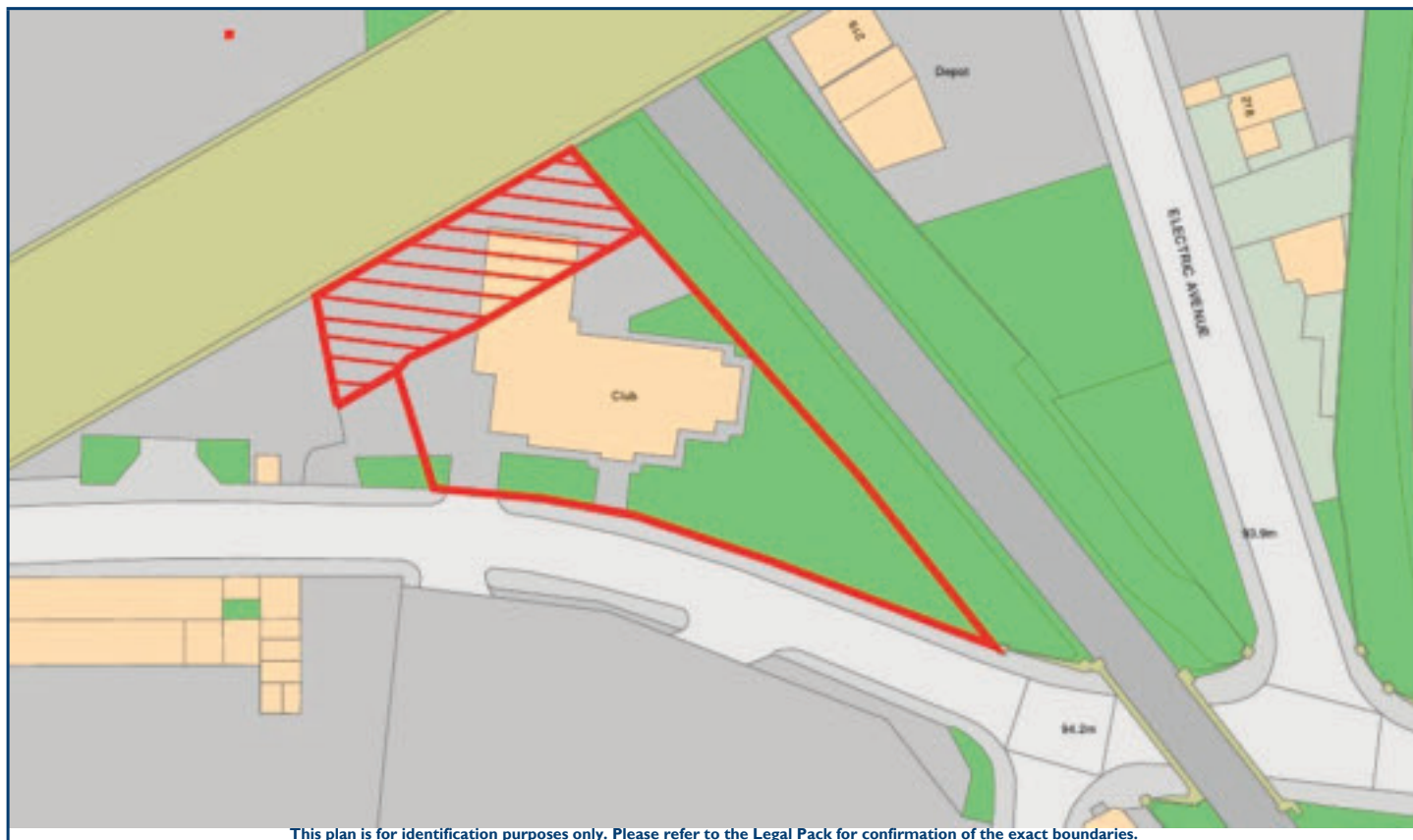
**Viewings:** By courtesy of the Club Manager  
Contact Cottons - 0121 247 2233

**Note:** The Property and Business are sold as seen and the Administrators will provide no warranties, guarantees or indemnities. All interested parties are deemed to have undertaken due diligence and obtained specialist advice prior to bidding.





**A Business Opportunity comprising Part Freehold/Part Leasehold Social Club**  
\*Guide Price: **£350,000 - £375,000 (+ Fees)**



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



## LOT 27

### Freehold Ground Floor Retail Premises with Vacant Possession

\*Guide Price: £90,000 - £100,000 (+ Fees)

#### 17 Cape Hill, Smethwick, West Midlands B66 4RX

##### Property Description:

A prominently located ground floor retail premises, forming part of an end terraced, two-storey traditional property of brick construction surmounted by a pitched tile clad roof and located in a retail parade containing a range of similar shop units.

The property is located in the heart of Cape Hill, overlooking Cape Hill high street (A4092) and forms part of a busy shopping centre enjoying a high level of pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is also located adjacent to The Windmill Shopping Park which includes major retailers Asda, Boots, Carphone Warehouse, etc, and in addition provides extensive car parking.

##### Accommodation:

###### Ground Floor

Retail Shop: 22.3 sq m (240 sq ft) with roller shutter protection, Kitchen and Toilet with wc.



##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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**LOT 28**
**Prominent Freehold Retail Investment**

\*Guide Price: £200,000 - PLUS (+Fees)

**25 Cape Hill, Smethwick, West Midlands B66 4RX**
**Property Description:**

A prominently located retail premises, comprising of a two-storey mid terraced traditional property of brick construction surmounted by a pitched tile clad roof and located in a retail parade containing a range of similar shop units.

The property is located in the heart of Cape Hill, overlooking Cape Hill high street (A4092) and forms part of a busy shopping centre enjoying a high level of pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area. The property is also located close to The Windmill Shopping Park which includes major retailers Asda, Boots, Carphone Warehouse, etc, and in addition provides extensive car parking.

**Tenancy Details**

The property is currently let to Greggs Plc on

a lease for a term of 5 years from 16th August 2014 on full repairing and insuring terms and at a rental of £12,000, per annum. We understand Greggs have been in occupation of the property since the 24th June 2004.

**Accommodation:**

The accommodation has not been inspected internally by the Auctioneers and we have relied on details contained on the Valuation Office Agency (VOA) Website.

**Ground Floor**

Retail Shop, Store Room, Kitchen and Staff Toilet: 67.21 sq m (723 sq ft).

**First Floor**

Ancillary Storage.

**Legal Documents:**

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

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



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Please contact the Auction Team on  
 0121 247 2233

For further details and Terms & Conditions

## LOT 29

### Prominent Freehold Retail Investment

\*Guide Price: £200,000 - PLUS (+Fees)

#### 27 Cape Hill, Smethwick, West Midlands B66 4RX

##### Property Description:

A prominently located retail premises, comprising of a two-storey mid terraced traditional property of brick construction surmounted by a pitched tile clad roof and located in a retail parade containing a range of similar shop units.

The property is located in the heart of Cape Hill, overlooking Cape Hill high street (A4092) and forms part of a busy shopping centre enjoying a high level of pedestrian foot flow and containing a wide range of local and multiple retailers, serving the surrounding predominantly residential area.

The property is also located close to The Windmill Shopping Park which includes major retailers Asda, Boots, Carphone Warehouse, etc, and in addition provides extensive car parking.

##### Tenancy Information

The property is currently let trading as UK Mobiles on full repairing and insuring terms at a rental of £14,500, per annum. Please refer to the Legal Pack for full lease details.

##### Accommodation:

The accommodation has not been inspected internally by the Auctioneers and we have relied on details contained on the Valuation Office Agency (VOA) Website.

##### Ground Floor

Retail Shop, Store/Kitchen, Staff Toilets and External Store: 45.2 sq m (486 sq ft)

##### First Floor

Ancillary Accommodation/Internal Storage: 40.5 sq m (435 sq ft)

##### Legal Documents:

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

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



# Cottons

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(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 30**
**Freehold Property (Three Retail Units & One Flat) - Part Investment**

\*Guide Price: £180,000 - £200,000 (+ Fees)

**39 High Street, Wheaton Aston, Stafford, Staffordshire, ST19 9NP**

**Property Description:**

A substantial building of brick construction surmounted by a tiled roof occupying a prominent position located on the corner of High Street and Pinfold Lane. The property comprises of three ground floor retail units and one first floor residential flat. Two of the retail units are currently let whilst the remaining retail unit and first floor flat are being sold with vacant possession. A schedule of tenancies are detailed below.

**Schedule of Tenancies**
**Hairdressers Shop**

Let producing £240 pcm (£2,880 per annum) The tenant has been in occupation in excess of 20 Years

**Pharmacy**

Let producing £280 pcm (£3,360 per annum) The tenant has been in occupation in excess of 3 Years

**Retail Shop**

Vacant

**Residential First Floor Flat**

Vacant until recently but has been let producing £350 pcm (£4,200 per annum)

**Accommodation**
**Ground Floor**
**Hairdressers**

Open Plan Salon 24.93sq.mtrs (268sq.ft), Kitchen, WC with wash Basin.

**Pharmacy**

Retail Shop 18.46sq.mtrs (198sq.ft), Consultation Room 4.36sq.mtrs (46sq.ft), Store Area 6.28sq.mtrs (67sq.ft),

**Vacant Retail Shop**

Retail Shop 15.38sq.mtrs (165sq.ft), Office 13.4sq.mtrs (145sq.ft), Kitchen 5.04sq.mtrs (54sq.ft)

**First Floor**
**Residential Flat**

Entrance Hallway Lounge, Kitchen, Two Bedrooms and Bathroom

**Outside:**

Yard area providing off road parking.


**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 31

### Freehold Vacant Possession (Four Self Contained Flats)

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

52 Albert Road, Kidderminster, Worcestershire, DY10 1SP



#### Property Description:

A three storey end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small gravelled foregarden. The property has been converted to provide 4 self contained flats each benefiting from having UPVC double glazing and gas fired central heating. All of the flats are currently vacant however we understand from the vendor that they have previously been let at a rental of £90 per week each (£18,720 per annum). Albert Road is found off Offmore Road which is located off Chester Road North (A449) the property is within approximately a miles distance from Kidderminster Town Centre

#### Accommodation:

##### Ground Floor

###### Flat 1 (Accessed from the front)

Lounge/Bedroom, Kitchen and Shower Room with shower cubicle, wash basin and WC

###### Flat 2 (Accessed from the rear)

Kitchen/Lounge, Bedroom, Utility Room and Shower Room having shower cubicle, wash basin and WC

#### First Floor

##### Flat 3 (Accessed from side entrance)

Stairs, Landing Area, Lounge/Bedroom, Kitchen and Shower Room having shower cubicle, wash basin and WC

##### Flat 4

Shower Room with shower cubicle, wash basin and WC, Stairs to

##### Second Floor

Lounge/Bedroom with Kitchen Area

#### Outside:

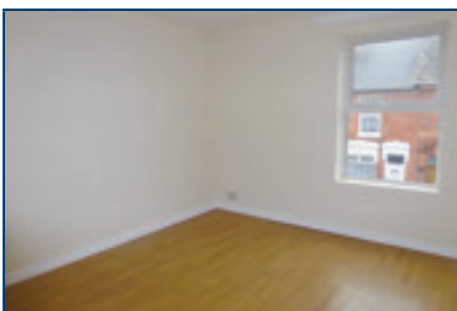
Rear Gravelled communal garden

#### Legal Documents :

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

#### Viewings :

Via Cottons – 0121 247 2233





**LOT 32**
**Freehold Vacant Former Lock-Keeper's Cottage with 3 Bedrooms**

\*Guide Price: £130,000 PLUS (+Fees)

**3 Lock Cottage, Diglis Dock Road, Worcester, Worcestershire, WR5 3BS**

**Property Description:**

A unique opportunity to purchase a former Lock-Keeper's cottage comprising an end-terrace cottage occupying a generous plot, constructed in 1844 of solid brick surmounted by replacement tile-clad roof and benefitting from three bedrooms.

The property requires some modernisation and improvement and may appeal to both owner-occupiers and investors having potential for use as a holiday cottage.

The property occupies an attractive position located to the southern section of Diglis Dock Island in the centre of the River Severn and overlooking the busy Diglis River Lock being the largest and deepest lock on English inland waterways. It is located in the suburb of Diglis to the south of Worcester City Centre, with the immediate area comprising of some industrial premises along with a substantial area of residential redevelopment, centred within Diglis Marina and the Worcester and Birmingham Canal.

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

Lounge, Dining/Sitting Room, Inner Hallway, Bathroom with panel bath and shower over, pedestal wash basin, wc, Breakfast Kitchen, Veranda.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), intercommunicating with Bedroom Three (Double).

**Outside:**

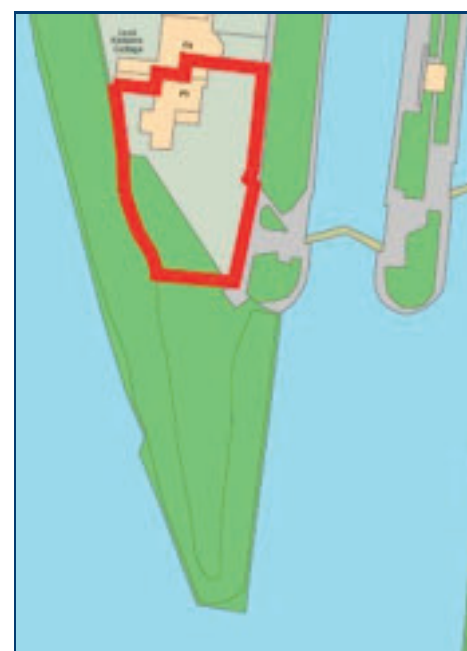
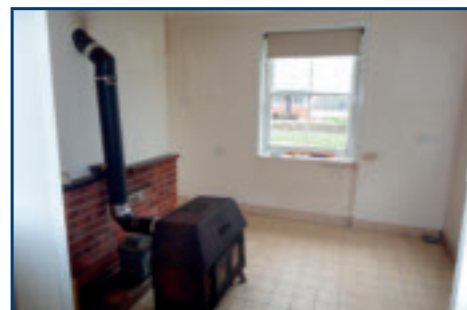
**Front/ Large foregarden extending to the southern section of the Island.**

**Rear** Enclosed yard.

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

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

**Directional Note:** The property is best approached from Navigation Rd to the Water Trust car park at the junction with Diglis Dock Rd.



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

## LOT 33

### Freehold Vacant Possession

\*Guide Price: £122,000 - £132,000 (+ fees)

5 Arcal Street, Dudley, West Midlands, DY3 1TQ



#### Property Description:

A substantial detached property surmounted by a tiled roof set back from the road behind a walled foregarden and gated driveway allowing for off secure off road parking and access to garage. The property benefits from having part double glazed windows and gas fired central heating and the property further benefits from having a single storey side extension, the property is situated on a substantial large side plot which may provide scope for extension/redevelopment works however all interested parties must satisfy themselves in full with Dudley Metropolitan Borough Council with any proposals they may have prior to bidding. Arcal Street is located off Dudley Road (A459)

#### Accommodation:

##### Ground Floor

Hallway, Front Reception Room, Rear Reception Room, Utility Area, Kitchen, Bathroom, Additional Reception Room/Third Bedroom, Bathroom having wash basin panelled bath, shower cubicle and WC, Stairs to

#### First Floor

Landing, Bedroom 1 (Double with en-suite WC and washbasin), Bedroom 2 (Double)

#### Outside:

**Front** Walled foregarden with block paved driveway giving access to secure off road parking and garage

**Rear** Patio Area, Lawned Garden and Storage

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

**Viewings** Via Cottons – 0121 247 2233



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



**LOT 34**
**Freehold Residential Investment (Rental Income: £6,600 Per Annum)**  
 \*Guide Price: £59,000 - £69,000 (+Fees)

**22 Burton Road, Dudley, West Midlands DY1 3TB**
**Property Description:**

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched slate-clad roof and benefitting from UPVC double glazed windows and gas-fired central heating. The property forms part of a terrace of similar properties, directly fronting Burton Road (A459) between the junctions of Eve Lane and Blackthorne Road, in a mixed residential and commercial area, known as Upper Gornal, which contains a range of local shops and amenities.

The property is located approximately 1½ miles to the north west of Dudley Town Centre.

The property is currently let on an Assured Shorthold Tenancy for a term of 12 months from 24th September 2016, at a rental of £550 per calendar month (£6,600 per annum) and we are advised by the seller that, during 10 years of ownership, the property has been constantly let providing a good investment return.

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

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

**First Floor**

Stairs and Landing, Bedroom One (Double),

Bedroom Two (Single) and Bathroom with panel bath having electric shower over, pedestal wash basin and wc.

**Outside:**


Rear Yard and long garden

**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.

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**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.**

## LOT 35

### Freehold Vacant Possession

\*Guide Price: £122,000 - £132,000 (+ fees)

### 837 Alum Rock Road, Birmingham, West Midlands B8 2AG

#### Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered forecourt allowing for off road parking for numerous vehicles. The property consists of a ground floor retail unit and a first floor flat with separate access. The property benefits from having UPVC double glazing and gas fired central heating and both units are separately metered. The property is located on Alum Rock Road opposite the junction with Thornton Road and the surrounding area is a mix of both commercial and residential properties

#### Accommodation:

##### Ground Floor Retail Unit

Having retail shop measuring 18.27 sq.mtrs (196.65 sq.ft) Internal Storage 12.45 sq.mtrs (134 sq.ft), Kitchen 9.69 sq.mtrs (104.30 sq.ft) and WC

##### First Floor Flat

Having separate entrance on the ground floor stairs to Landing, Lounge, Bedroom, Kitchen and Bathroom with panelled bath, wash basin and WC

#### Outside:

**Front** Tarmac covered forecourt allowing for off road parking for numerous vehicles

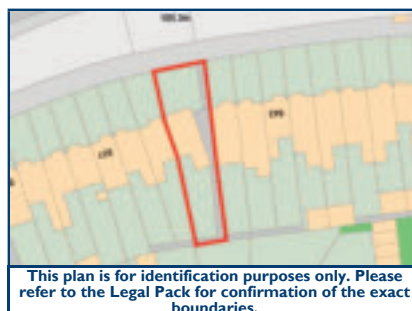
**Rear** Garden

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 36

### Freehold Vacant Dilapidated Workshop Premises

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

### 84 St. Annes Road, Willenhall, West Midlands WV13 1DT

#### Property Description:

A dilapidated two storey commercial property of brick construction surmounted by a tiled roof and set back from the road behind a driveway allowing for vehicular access. The building is set in a site extending to approximately 218 sq.m. (2352 sq.ft.). The property is in a poor state of repair and in need of complete renovation. The property is located on St. Annes Road close to the junction with both Victoria Street and Nelson Street.

#### Accommodation:

##### Ground Floor

Front Entrance, Hallway, Office, Workshop Area with vehicular access, Rear Workshop and Two Rear Offices.

#### First Floor

Three Rooms

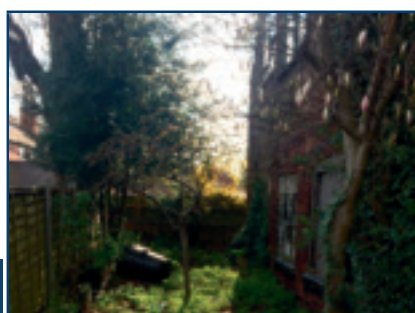
#### Outside

Forecourt/Yard Area

#### Legal Documents:

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

**Viewings:** External Only. All parties viewing the property do so entirely at their own risk. Neither the Seller or Auctioneers accept any liability for any injury or harm caused.





## LOT 37

**Freehold Residential Development Land extending to 0.95 acres**

\*Guide Price: £260,000 - £280,000 (+Fees)

**Land on the South & North West of Lane Street & 62 Ash Street, Bradley, Bilston, Wolverhampton, WV14 8UP**



### Property Description:

A residential development opportunity comprising of two separate parcels of land situated to the north and south of Lane Street located off Ash Street and forming part of a mixed residential and industrial area. The parcel to the north extends to an area of 0.57 acres (0.23 hectares) and the parcel to the south extends to an area of 0.38 acres (0.153 hectares).

Both parcels are prominently situated with significant road frontage and are located approximately one mile to the south of Bilston Town Centre and approximately three miles to the south east of Wolverhampton City Centre.

### Planning:

Planning consent (Reference 16/00812/OUT) was granted by Wolverhampton City Council on 22 February 2017 for residential development of both sites.

A copy of the Planning Documents and Ground Investigation Reports are available for inspection at the Auctioneers offices.



### Legal Documents:

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

### Viewings:

Via Cottons - 0121 247 2233



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



## LOT 38

### Freehold Vacant Semi-Detached Bungalow

\*Guide Price: £64,000 - £72,000 (+Fees)

4 Coronation Drive, Shirebrook, Mansfield, Nottinghamshire, NG20 8RH



#### Property Description:

A semi-detached bungalow of traditional brick construction, surmounted by a pitched tile-clad roof, occupying a generous plot which extends to an area of 301sq.mtrs. and is set back behind a lawned foregarden.

The property provides well laid-out accommodation, benefitting from UPVC double glazed windows and external doors, gas-fired central heating and two bedrooms.

Coronation Drive comprises of a cul-de-sac leading off Acreage Lane and forms part of the former Mining Town of Shirebrook, located in north east Derbyshire and situated within approximately 1/2 mile from New Brook Business Park, which provides local employment and is home to Sports Direct Headquarters. The property is also within approximately 1/2 mile from Shirebrook Town Centre and King Edward Street, containing a wide range of local amenities and services.

#### Accommodation:

##### Ground Floor

Reception Hall, Lounge, Kitchen, with range of units, Bedroom One (Double), Bedroom Two (Large

Single), Bathroom with modern suite having glazed shower enclosure, panel bath, pedestal wash basin and wc.

#### Outside:

**Front** Large lawned foregarden.

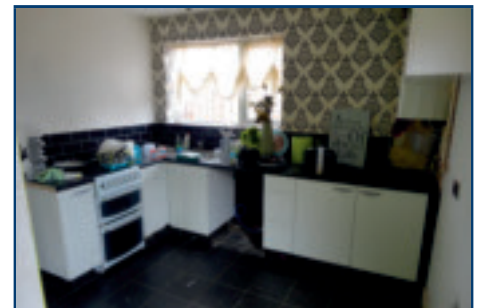
**Rear** Pedestrian side access to gravelled garden.

#### Legal Documents:

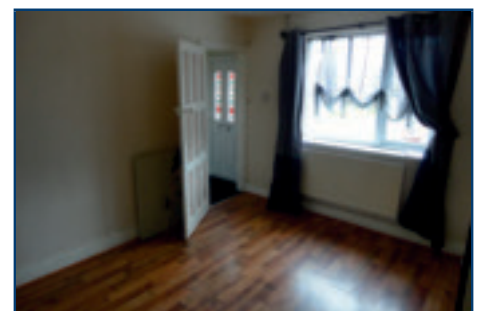
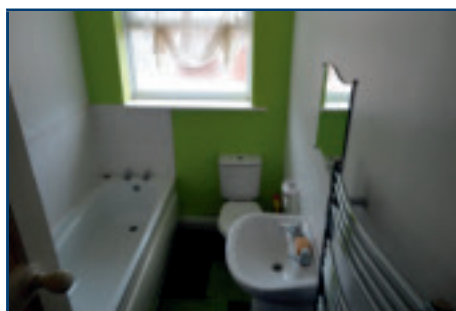
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#### Viewings:

Via Cottons - 0121 247 2233



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





**LOT 39**
**Freehold Vacant Three Bedroom House**

\*Guide Price: £45,000 - £50,000 (+Fees)

**211 Willenhall Road, Wolverhampton, West Midlands WV1 2HY**
**Property Description:**

A traditional mid-terraced house of brick construction, surmounted by a pitched tile-clad roof, providing well laid out accommodation which is offered for sale in a well maintained condition benefitting from UPVC double glazed windows, gas-fired central heating and three bedrooms.

The property is situated close to the junction with Brooklands Parade and forms part of a predominantly residential area, located within approximately one mile to the east of Wolverhampton City Centre.

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

Front Reception Room, Rear Reception Room, Kitchen, Wet Room with shower,

pedestal wash basin and wc.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Small Double), Bedroom Three (Single).

**Outside:**

**Front** Small walled foregarden.

**Rear** Yard and predominantly paved garden with pedestrian right of way.

**Legal Documents:**

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

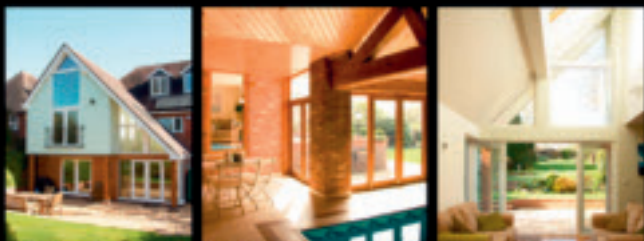
**Viewings:**

Via Cottons - 0121 247 2233



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\*First meeting only, usual price £20

## LOT 40

### Leasehold Vacant Ground Floor Flat (110 years unexpired)

\*Guide Price: £30,000 - £35,000 (+Fees)

#### 15 Redburn Drive, Birmingham, West Midlands B14 5XA

##### Property Description:

A one bedroom Ground Floor Flat, providing well-laid out accommodation having gas-fired central heating and part-UPVC double glazed windows, but requiring complete repair and modernisation throughout.

The property is situated in a two-storey building, surmounted by a pitched tile clad roof and is located in a cul-de-sac which leads directly off Pennyacre Road and which, in turn, leads of Bells Lane.

##### Accommodation:

##### Ground Floor

Entrance Hall with walk-in Store, Reception Hall with built-in cupboard,

Lounge, Kitchen, Bathroom with bath, wash basin and wc, Double Bedroom, full width Veranda

##### Outside:

**Front:** Foregarden.

**Rear:** Yard and garden.

##### Leasehold Information

Lease Term: 125 years from 16th December 2002.

Ground Rent: £10 per annum.

##### Legal Documents:

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

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



## LOT 41

### Freehold Vacant Three Bedroom House

\*Guide Price: £45,000 - £50,000 (+ Fees)

#### 85 Ashley Street, Bilston, West Midlands WV14 7NW

##### Property Description:

A traditional two-storey mid-terraced house of brick construction, surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden.

The property benefits from gas-fired central heating, UPVC double glazed windows and three bedrooms, but requires modernisation and improvement throughout.

Ashley Street leads directly off Mount Pleasant (B4484) which in turn leads off Wellington Road (A41) and the property is conveniently within approximately one third of a mile from Bilston town centre and two and a half miles to the south east of Wolverhampton City Centre.

##### Accommodation

##### Ground Floor

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

##### First Floor

Stairs and Landing, Three Bedrooms.

##### Outside:

**Front:** Walled Foregarden, shared pedestrian access.

**Rear:** Paved yard and garden.

##### Legal Documents:

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

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



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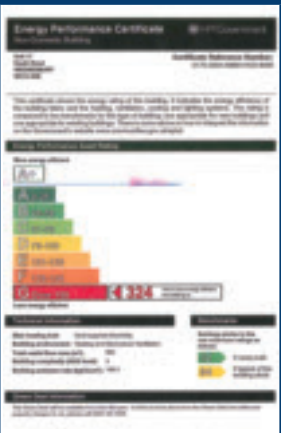



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<b>Lot 12</b>	<b>Lot 7</b>	<b>Lot 35</b>	<b>Lot 19</b>	<b>Lot 20</b>
		<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p><b>22.03.2017</b></p> <p>This will be added to the Legal Pack and available on our website.</p>	<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p><b>21.03.2017</b></p> <p>This will be added to the Legal Pack and available on our website.</p>	<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p><b>21.03.2017</b></p> <p>This will be added to the Legal Pack and available on our website.</p>
<b>Lot 26</b>	<b>Lot 9</b>	<b>Lot 22</b>	<b>Lot 30</b>	<b>Lot 10</b>
<p><b>Energy Performance Certificate</b></p> <p>The EPC for this property was commissioned on</p> <p><b>23.03.2017</b></p> <p>This will be added to the Legal Pack and available on our website.</p>				
<b>Lot 25</b>	<b>Lot 27</b>	<b>Lot 28</b>	<b>Lot 29</b>	

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### MAILING LIST

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**THURSDAY 25th MAY 2017**

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.

## 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**

G18.3 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:  
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