

7th SEPTEMBER 2017

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 7th SEPTEMBER 2017
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

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

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

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

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

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

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

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

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

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own 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 44 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents, Land and Development Opportunities. By instruction of a variety of Vendors including, Solicitors, Joint Property Agents, Companies, Private Clients and including 8 surplus properties by kind Instruction of both Dudley Metropolitan Borough Council & Coventry City Council



1	16 LEWIS ROAD, STOURBRIDGE DY9 7DR	Freehold Vacant Residential	36	FLAT 2, 12 PORT STREET, EVESHAM WR11 1AN	Leasehold Vacant Residential
2	24 LEWIS ROAD, STOURBRIDGE DY9 7DS	Freehold Vacant Residential	37	53A BARKER STREET, LOZELLS, BIRMINGHAM B19 1EP	Freehold Vacant Residential
3	52 AUDLEY ROAD, STECHFORD B33 9DY	Freehold Vacant Residential	38	73 KINGS ROAD, SUTTON COLDFIELD B73 5AD	Leasehold Vacant Residential
4	96 KINGSBURY ROAD, ERDINGTON B24 8QJ	Leasehold Vacant Residential	39	93 HOLLEMEADOW AVENUE, WALSALL WS3 1JB	Freehold Vacant Residential
5	128 TURNBERRY ROAD, GREAT BARR B42 2HT	Freehold Vacant Residential	40	129 BORDLESLEY GREEN ROAD, BIRMINGHAM B9 4TJ	Freehold Vacant Residential
6	26 CIRCUIT CLOSE, WILLENHALL WV13 1EB	Leasehold Vacant Residential	41	70 BLACKWELL STREET, KIDDERMINSTER DY10 2EL	Freehold Takeaway Investment
7	REAR OF 49 MASON ROAD, ERDINGTON B24 9EH	Freehold Land	42	21 KING STREET, HALESOWEN B63 3SU	Freehold Vacant Residential
8	9 NORTH DRIVE, HANDSWORTH B20 3SY	Freehold Vacant Residential	43	11 MILTON STREET, BRIERLEY HILL DY5 4HU	Freehold Vacant Residential
9	15 MELVILLE HALL, HOLLY ROAD, EDGBASTON B16 9NJ	Leasehold Vacant Residential	44	22 PARKHEAD ROAD, DUDLEY DY2 8XN	Freehold Vacant Residential
10	178 WALTER NASH ROAD WEST, KIDDERMINSTER DY11 7EU	Freehold Vacant Residential			
11	44 CEDAR ROAD, DUDLEY DY1 4HW	Freehold Residential Investment			
12	168B, BEECHES ROAD, GREAT BARR B42 2HN	Leasehold Residential Investment			
13	THE PAVILLION, MERIDEN DRIVE, KINGSHURST B37 6BX	Leasehold Vacant Social Club			
14	25 PARKFIELD CRESCENT, WOLVERHAMPTON WV2 2DF	Freehold Vacant Residential			
15	LAND AT WINDSOR ROAD, WEST BROMWICH B71 2NX	Freehold Land			
16	33 SOUTH OVAL, DUDLEY DY3 1XL	Freehold Vacant Residential			
17	195 HOLYHEAD ROAD, HANDSWORTH B21 0AS	Freehold Vacant Residential			
18	94 ALLENS ROAD, WINSON GREEN B18 4QS	Freehold Vacant Residential			
19	8 CASTLEFORD ROAD, SPARKHILL B11 3SL	Freehold Residential Investment			
20	43 ASQUITH ROAD, BIRMINGHAM B8 2HP	Freehold Vacant Residential			
21	3 THIRD AVENUE, BORDLESLEY GREEN B9 5RW	Freehold Residential Investment			
22	LAND OFF KENNIFORD CLOSE, ROWLEY REGIS	Freehold Land			
23	67 BELTON AVENUE, WOLVERHAMPTON WV11 1AN	Freehold Vacant Residential			
24	LAND AT MOSS ROAD, TELFORD TF2 7BL	Freehold Development Land			
25	9 EDINBURGH ROAD, DUDLEY DY2 8EW	Freehold Vacant Residential			
26	25 EXETER ROAD, DUDLEY DY2 9RY	Freehold Vacant Residential			
27	127 ALDRIDGE ROAD, PERRY BARR B42 2ET	Freehold Vacant Commercial			
28	77 SAREHOLE ROAD, BIRMINGHAM B28 8DY	Freehold Vacant Residential			
29	THE BARN, BLACKBERRY LANE, COVENTRY CV2 3JS	Freehold Development Land			
30	10 FIRST AVENUE, BROWNHILLS WS8 6JH	Freehold Vacant Residential			
31	108 BRADFORD STREET, DIGBETH, BIRMINGHAM B12 0NS	Leasehold Vacant Restaurant			
32	FGR 18 BRUNSWICK ROAD, SPARKBROOK B12 8NT	Freehold Ground Rent			
33	FGR 24 BRUNSWICK ROAD, SPARKBROOK B12 8NT	Freehold Ground Rent			
34	FGR 52 TORC AVENUE, TAMWORTH B77 3EP	Freehold Ground Rent			
35	FGR 68 TORC AVENUE, TAMWORTH B77 3EP	Freehold Ground Rent			

Auctioneers

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

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, Mark Cullen, Rachael 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 Semi-Detached House with Three Bedrooms**

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

By Instruction of Dudley Metropolitan Borough Council**16 Lewis Road, Stourbridge, West Mids DY9 7DR****Property Description:**

A semi-detached house of two-storey brick construction, surmounted by a hipped slate clad roof, occupying a large plot at the Junction with St Marks Road, benefitting from mostly UPVC windows and three bedrooms and requires complete repair and modernisation. The property is located one quarter of a mile from Lye Town Centre and one mile from Stourbridge Town Centre.

Ground Floor

Entrance Hall, Lounge, Kitchen, Bathroom

First Floor

Stairs and Landing, Three Bedrooms.

Outside:**Front:** Lawned foregarden, side garden with integral store.**Rear:** Large garden.**Legal Documents:**Available at www.cottons.co.uk**Viewings:**

Via Cottons - 0121 247 2233

**LOT 2****Freehold Vacant Semi-Detached House with Three Bedrooms**

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

By Instruction of Dudley Metropolitan Borough Council**24 Lewis Road, Stourbridge, West Mids DY9 7DS****Property Description:**

A semi-detached house of two-storey brick construction, surmounted by a hipped slate clad roof, occupying a large plot and benefiting from mostly UPVC windows, gas-fired central heating, off road parking and three bedrooms but requiring complete repair and modernisation. The property is located ¼ of a mile from Lye Town Centre and 1 mile from Stourbridge Town Centre.

Accommodation**Ground Floor**

Entrance Hall, Lounge, Kitchen with pantry, Wet Room with shower, wash basin and wc.

First Floor

Stairs and Landing, Three Bedrooms.

Outside:

Foregarden with gated driveway providing off road parking.

Rear garden with integral store.

Legal Documents: Available at 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 3

Freehold Vacant End-Terraced House

*Guide Price: £78,000 - £82,000 (+Fees)

52 Audley Road, Birmingham, West Midlands B33 9DY

Property Description:

An end-terraced house of two-storey brick construction, surmounted by a hipped tile clad roof, set well back from the road behind a foregarden and mature hedge and providing well laid out accommodation but requiring complete modernisation and improvement throughout.

The property forms part of an established residential area and Audley Road leads off Flaxley Road at the junction with Station Road (A4040) and the property is conveniently located within less than half a mile from both Stechford Retail Park and Stechford Railway Station, providing commuting access directly to Birmingham City Centre.



Accommodation

Ground Floor

Entrance Hall, Lounge, Breakfast Kitchen with pantry, Rear Entrance Hall, Store and wc.

First Floor

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

Outside:

Front: Lawned foregarden, pedestrian side access to rear.

Rear: Large overgrown garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

LOT 4

Leasehold Vacant Possession (Two Bedroom Maisonette)

*Guide Price: £56,000 - £62,000 (+Fees)

96 Kingsbury Road, Erdington, Birmingham, West Midlands B24 8QJ

Property Description:

A first floor two bedroomed maisonette set back from the road and surmounted by a tiled roof. The property benefits from having UPVC double glazing, electric heating and private rear garden. The property further benefits from a garage located in a separate block. The property is located on Kingsbury Road close to the junction with Wheelwright Road and the property is within approximately a quarter of a miles distance from Junction 6 of the M6 Motorway and half a miles distance from Erdington High Street

Accommodation:

Ground Floor:

Entrance Hallway, Stairs to

First Floor:

Landing, Lounge, 2 Bedrooms, Kitchen, Bathroom having panelled bath, wash basin and WC

Outside:

Rear Private Lawned garden

Leasehold Information

Term 99 years from 24th June 1967

Ground Rent £25 per annum

Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5**Freehold Vacant Semi-Detached House with 3 Bedrooms & Garage**

*Guide Price: £79,000 - £89,000 (+Fees)

128 Turnberry Road, Great Barr, Birmingham, West Midlands B42 2HT**Property Description:**

A traditional semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof, benefitting from UPVC double glazed windows, gas fired central heating, three bedrooms and a large rear garage, but requiring some cosmetic improvement and modernisation. The property forms part of the popular Beeches Estate and occupies an elevated position set back from Turnberry Road behind a lawned foregarden and which leads directly off Beeches Road which, in turn leads off Walsall Road (A34). The property is conveniently located approximately one mile to the south of Scott Arms Shopping Centre at Great Barr and one and a half miles from the M6 Motorway (Junction 7).

Accommodation:**Ground Floor**

Porch, Reception Hall, Through Lounge/Dining Room, Kitchen.

First Floor

Stairs and Landing, Three Bedrooms, Shower Room with glazed shower, vanity wash basin and wc.

Outside:

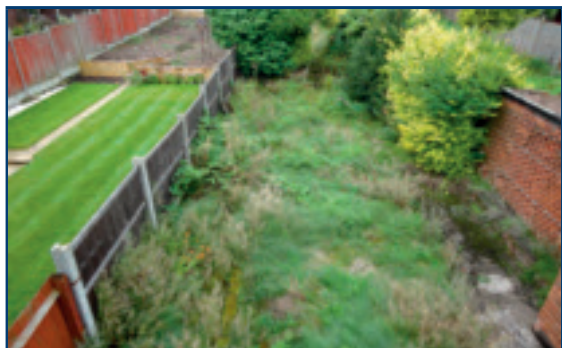
Front: Lawned foregarden with pedestrian side access.


Rear: Brick Stores and wc, long lawned garden and a double width, free-standing garage/workshop with vehicular access by way of a shared rear right of way.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

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

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

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

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

LOT 6

Leasehold Vacant Possession
*Guide Price: £30,000 - £35,000 (+Fees)

26 Circuit Close, Willenhall, West Midlands WV13 1EB

Property Description:

A ground floor studio flat located in a purpose built block of brick construction set back from the road behind lawned communal foregardens and parking area. The property benefits from UPVC double glazing. Circuit Close can be found off St. Annes Road.

Accommodation:

Ground Floor

Communal Entrance

Flat:

Entrance hallway, Lounge/Bedroom, Kitchen, Dressing area and Shower Room with shower cubicle, wash basin and WC

Outside:

Communal Gardens and parking space

Leasehold Information:

Term - 120 years from 25 March 1982

Ground Rent - £20 subject to review and insurance rent

Service Charge - Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Freehold Land with Vacant Possession
*Guide Price: £25,000 - £30,000 (+Fees)

Land at rear of, 49 Mason Road, Erdington, Birmingham, B24 9EH

Property Description:

A parcel of freehold land, located behind a parade of shops in Mason Road, Erdington, approximately five miles north of Birmingham City Centre.

The National Motorway Network is accessible at Junction 6 (Spaghetti Junction) of the M6 Motorway, approximately two miles to the south of the property.

The land is part-surfaced and has historically been used for the open storage of building materials.

Site Area: The land has a site area of approximately 111.4 sq m.

Planning

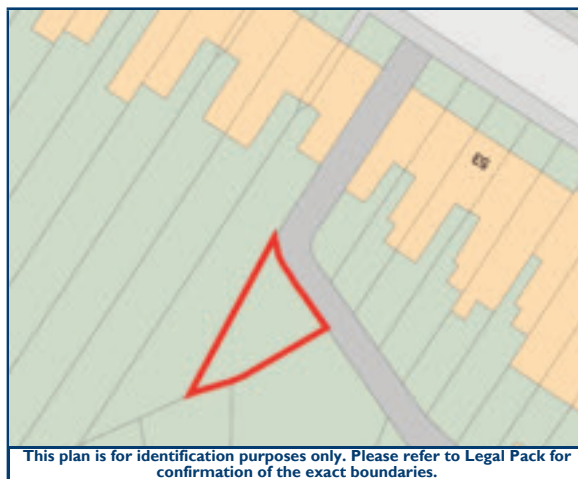
The land is located in a predominantly residential area and may be suitable for alternative use or future development, subject to establishing feasibility and to obtaining necessary planning consents and all interested parties must satisfy themselves in respect of any proposed use of the land by contacting the local planning department at Birmingham City Council prior to bidding to discuss the viability of any proposals.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External only.



Access road to land between 47 & 49 Mason Road



LOT 8**Freehold Vacant Substantial Family Dwelling House with Six Bedrooms**

*Guide Price: £290,000 - £310,000 (+Fees)

9 North Drive, Handsworth, Birmingham, West Midlands, B20 3SY**Property Description:**

A substantial semi-detached house of brick construction, surmounted by a pitched tile clad roof, providing extensive accommodation on three floors and having undergone a variety of extension and additions to provide the existing accommodation. The property is set back from the road behind a paved forecourt, providing ample off road parking and occupies a large plot with generous rear garden, which includes a brick built garden house. The property benefits from four reception rooms, six bedrooms, mostly UPVC double glazed windows and partially fitted gas fired central heating system and requires some refurbishment and cosmetic improvement.

North Drive is a well regarded and popular residential address, containing a range of semi-detached and detached family residencies and leads via Radnor Road, directly off Hamstead Road (B4124).

Accommodation:**Ground Floor**

Entrance Hall, Reception Hall, Front Lounge, Extended Rear Lounge, Family/Dining Room, Kitchen with extensive range of fitted units, Reception Room Four, Lobby to Shower Room with glazed shower, vanity wash basin and wc.

First Floor

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

Bathroom with corner bath, vanity wash basin, bidet, Separate wc.

Second Floor

Stairs and Landing, Bedroom Five (Large Double), Bedroom Six (Large Single), Shower Room with glazed shower, pedestal wash basin and wc.

Outside:

Front: Paved forecourt providing off road parking, pedestrian side access to rear.

Rear: Large garden and a substantial brick built garden house with two rooms.

Legal Documents:

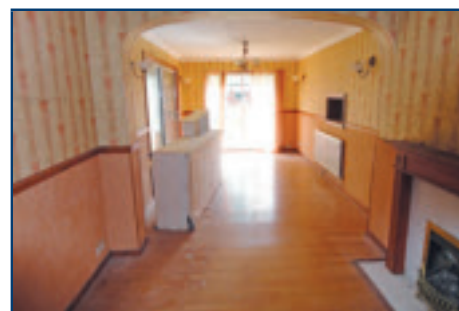
Available at www.cottons.co.uk

Planning/Building Regulations

The property has undergone a variety of extension works, loft conversion and additions to the accommodation and all interested parties should satisfy themselves prior to bidding that all consents and approvals were obtained for these works.

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Leasehold Vacant Possession (Three Bedroom Apartment)

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

15 Melville Hall, Holly Road, Edgbaston, Birmingham, West Midlands B16 9NJ

Property Description:

A fourth floor, three bedroom mansion style apartment located in a purpose built five storey block of brick construction set back from the road behind communal gardens and parking. The property benefits from having UPVC double glazing, gas fired central heating, three bedrooms, Lounge and Dining room. Melville Hall is situated on Holly Road which is located between Melville Road and Hagley Road (A456).

Accommodation:

Ground Floor:

Communal Entrance Hallway with secure door entry system, Stairs and access to lift.

Fourth Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Three Bedrooms, Bathroom having panelled bath and wash basin, Separate wc.

Outside:

Communal Gardens and Parking

Leasehold Information:

Term : 125 years from 25th December 1997

Rent : Peppercorn

Service Charge : Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £84,000 - £89,000 (+Fees)

178 Walter Nash Road West, Kidderminster, Worcestershire DY11 7EU

Property Description:

A semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from UPVC double glazed windows, gas-fired central heating, three bedrooms and off road car parking.

The property forms part of an established residential estate and Walter Nash Road leads off Stourport Road (A451), approximately two miles to the south west of Kidderminster Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen with range of fitted units.

First Floor

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

Outside:

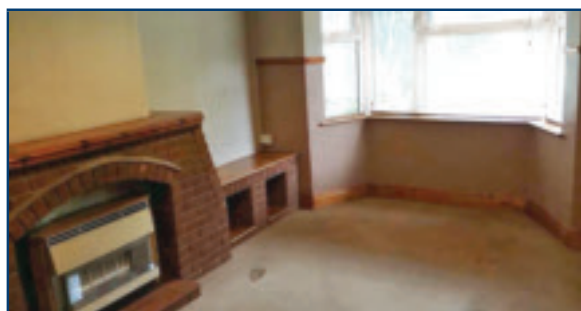
Front: Lawned foregarden and driveway providing off road car parking, pedestrian side access to rear.

Rear: Garden with store and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 11

Freehold Investment - Mid-Terraced House with Three Bedrooms

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

44 Cedar Road, Dudley, West Midlands DY1 4HW

Property Description:

A mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefitting from gas fired central heating, mostly UPVC double glazed windows, three bedrooms and off road parking but requiring some modernisation and cosmetic improvement.

Cedar Road provides direct access to Wrens Nest Nature Reserve and forms part of an established residential area which leads directly off Priory Road (A4168) and is located within approximately three quarters of a mile to the north of Dudley Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum).

Accommodation:

Ground Floor

Entrance Hall, Lounge, Large Dining Kitchen.

First Floor

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



Outside:

Front: Tarmacadam foregarden providing off road parking.

Rear: Patio and raised garden with shared pedestrian entry access.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 12

Leasehold Residential Investment (New 125 Year Lease)

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

168B Beeches Road, Birmingham, West Midlands B42 2HN

Property Description:

A first floor one bedroom flat situated in a purpose built block set back from the road and accessed via the rear. The property benefits from having UPVC double glazing, electric heating and parking to the rear. The flat is located on Beeches Road close to the junctions with both Thornbridge Avenue and Turnberry Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £350 pcm (£4,200 per annum)

Accommodation:

Ground Floor

Entrance Hallway with utility area and stairs to

First Floor

Entrance Hallway, Lounge, Kitchen, Bedroom and Shower room having shower cubicle, wash basin and WC

Outside

Communal Parking Area

Lease Information

Term: A new 125 year Lease will be granted on completion

Rent: Refer to legal pack

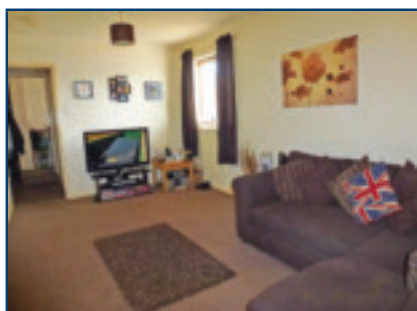
Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

By Instruction of the Joint Administrators of Calco Pubs Limited
The Pavillion, Meriden Drive, Birmingham, West Midlands B37 6BX



Property Description:

An established Members & Sports Club comprising a detached single storey building being dual height in parts, under a part-pitched roof and providing well laid out accommodation.

set within a site extending to approximately 8 acres which includes a separate block of changing rooms, large area of open playing fields and football pitches, separate enclosure with artificial football pitch and a full-size bowling green.

The Social Club is accessed off Meriden Drive set back behind a large tarmac car park, forming part of a predominantly residential area and Meriden Drive leads via Fordbridge Road, off Cooks Lane, which in turn leads off Chester Road (B4114).

Accommodation:

Ground Floor

Entrance Lobby and Hallway to Bar Area, Snooker Room, Lounge Bar, Split level Function Room with Bar Service Area, Small Commercial Kitchen, Beer Store, two sets of Ladies and Gents Toilets and separate Disabled Toilet.

Outside:

Sports Changing Rooms with Toilets, Bowls Club Area, Customer Terrace, Playing Fields with Sports Pitches, Artificial Football Pitch, Bowling Green and Car Parking.

Leasehold Information:

Lease Term: 99 years from 13th September 2001.
 Ground Rent: Currently £8,000 per annum increasing on 13th September 2028 to £10,000 per annum until 12th September 2033 and rising thereafter at a rate of 2% per annum for the remainder of the term.

Tenure:

The property is currently occupied and managed by staff employed by the seller and vacant possession will be provided on completion. Please refer to the Legal Documents for full details. We understand that various clubs and organisations use the sports pitches and facilities and all bidders should make their own enquiries prior to bidding in respect of any existing arrangements.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

By courtesy of the Club Manager.
 Contact Cottons - 0121 247 2233



Long Leasehold Members & Sports Club with Vacant Possession - Site Area: 8 Acres approx.
*Guide Price: £100,000 - PLUS (+ 20% VAT) (+Fees)



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



LOT 14

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

25 Parkfield Crescent, Wolverhampton, West Midlands WV2 2DF

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned and paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and further off road parking to the rear accessed via Legge Street. The property does however require some modernisation and improvement. Parkfield Crescent is located off Parkfield Road (A4039) which in turn can be found off the Birmingham New Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner, Inner Hall and WC, Stairs

First Floor

Having 3 Bedrooms and Shower Room with shower cubical, wash basin and WC

Outside:

Front Lawned and paved foregarden allowing for off road parking

Rear Lawned garden and off road parking accessed via double gates located off Legge Street



Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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If you need any help please contact the Auction Team

Tel 0121 247 2233

LOT 15

Freehold Land with Vacant Possession

*Guide Price: £40,000 - £45,000 (+Fees)

Land on the North Side of I Windsor Road, West Bromwich, B71 2NX

Property Description:

A Freehold parcel of land, located on the eastern side of Windsor Road, at its junction with Millfields Road, approximately two miles north of West Bromwich Town Centre and one mile south of Wednesbury. The National Motorway Network is accessible at Junction 1 of the M5 Motorway, approximately two and a half miles to the south.

Site Area: The land has a site area of approximately 498 sq.m. (0.12 acres).

Planning

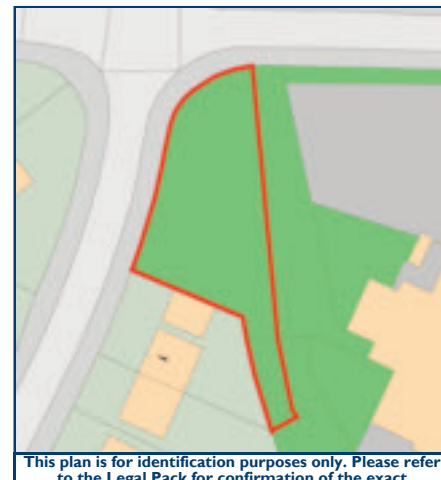
The land is located in a well established residential area and may be suitable for alternative use or future development, subject to establishing feasibility and to obtaining necessary planning consents and all interested

parties must satisfy themselves in respect of any proposed use of the land by contacting the local planning department at Sandwell Council prior to bidding to discuss the viability of any proposals.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



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

LOT 16

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £30,000 - £37,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

33 South Oval, Dudley, West Midlands DY3 1XL

Property Description:

A mid-terraced house of brick construction with slate clad roof, having three bedrooms, UPVC windows and off-road car parking. The property has been stripped of all plaster and fittings and requires extensive repair and complete renovation.

The property is within approximately one mile to the south of Sedgley Shopping Centre and two miles to the north west of Dudley Town Centre.

Accommodation:

Ground Floor

Hall, Lounge, Dining Room, Kitchen.

First Floor

Stairs and Landing, Three Bedrooms, Bathroom.

Outside:

Front: Foregarden with driveway providing off-road parking.

Rear: Overgrown rear garden.

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

Viewings: Via Cottons - 0121 247 2233



LOT 17

Freehold Vacant Possession (Three Double Bedrooms)

*Guide Price: £90,000 - £97,000 (+Fees)

195 Holyhead Road, Handsworth, Birmingham, West Midlands B21 0AS

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from 3 double bedrooms to the first floor. The property is located on Holyhead Road (A41) and located between the junctions of both Watville Road and Malvern Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby, Bathroom having panelled bath, wash basin and WC, Lean-to, Stairs to

First Floor

Three Double Bedrooms

Outside:

Front Walled foregarden

Rear Garden and brick built store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 18

Freehold Vacant End Terraced House with Two Bedrooms

*Guide Price: £55,000 - £60,000 (+Fees)

94 Allens Road, Birmingham, West Midlands B18 4QS

Property Description:

A traditional end terraced house of brick construction, surmounted by a pitched replacement tile clad roof, set back from the road behind a small walled foregarden, having two bedrooms but requiring modernisation and improvement throughout.

Allens Road comprises a cul-de-sac leading directly off Bacchus Road, which leads via Nineveh Road to Soho Road (A41), providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen.

First Floor

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

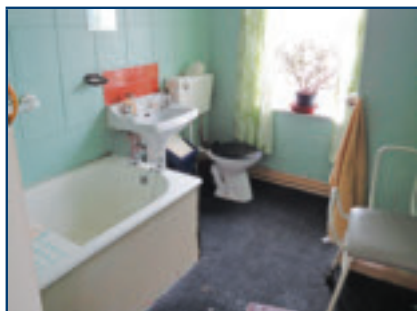
Outside:

Front: Small foregarden

Rear: Yard with garden.

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

Viewings: Via Cottons - 0121 247 2233



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LOT 19**Freehold Investment - Five Flats (Gross Income £22,920 per annum)**

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

8 Castleford Road, Birmingham, West Midlands, B11 3SL**Property Description:**

A traditional three-storey, mid-terraced property of brick construction surmounted by a pitched tile clad roof and containing five separate studio flats. The property has been owned by the seller for the last 40 years and has been informally converted many years ago into the existing accommodation.

The property benefits from UPVC double glazed windows, communal gas-fired central heating and each flat has separate electricity supply with coin meters.

Castleford Road forms part of the established Sparkhill residential area and leads directly off Stratford Road (A34) which contains a wide range of retail amenities and services.

Tenant Information:

Each flat is let on an Assured Shorthold Tenancy at the following gross rents, whereby the landlord pays for gas-fired central heating and water rates and the tenant pays for electric and Council Tax:

Flat 1: £400 per calendar month.

Flat 2: £420 per calendar month.

Flat 3: £310 per calendar month.

Flat 4: £420 per calendar month.

Flat 5: £360 per calendar month.

Total Rental Income: £1,910 per calendar month (£22,920 per annum)

Accommodation:**Ground Floor**

Reception Hall with store cupboards and rear door to garden.

Flat 1: Separate wc and Shower Room, Bed/Living Room, Dining Kitchen.

Flat 2: Lounge/Bedroom, Kitchen, Shower Room with shower, wash basin and wc.

First Floor

Stairs and Landing

Flat 3: Entrance Hall, Cloakroom with wc and wash basin, Bed/Living Room, Shower and Kitchen.

Flat 4: Entrance Hall, Cloakroom with wc and wash basin, shower with shower and wash basin, Bed/Living Room, Breakfast Kitchen.

Second Floor

Flat 5: Stairs and Landing with Shower, Cloakroom with wc and wash basin, Bed/Living Room and Kitchen.

Outside:

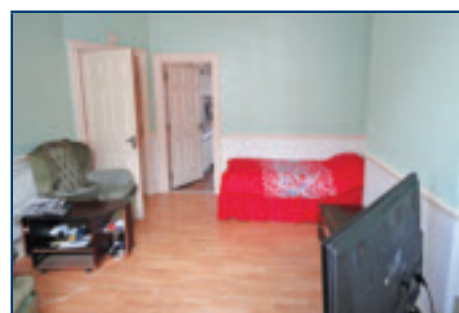
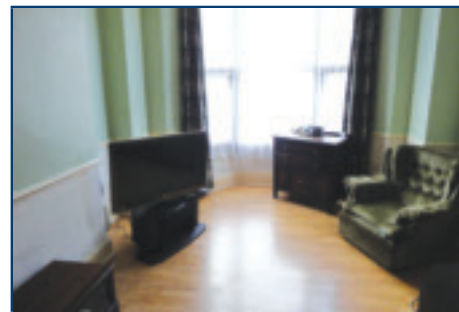
Front: Small foregarden.

Rear: Paved yard and garden with brick store.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 20

Freehold Vacant Possession
 *Guide Price: £84,000 - £88,000 (+Fees)

43 Asquith Road, Ward End, Birmingham, West Midlands B8 2HP

Property Description:

A mid-terraced property of brick construction surmounted by a replacement tile clad roof set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and gas fired central heating. Asquith Road is located off both St.Margarets Road and Washwood Heath Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs

First Floor

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

Outside:

Front Walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 21

Freehold Investment (Three Bedroom House)
 *Guide Price: £76,000 - £82,000 (+Fees)

3 Third Avenue, Bordesley Green, Birmingham, West Midlands B9 5RW

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Third Avenue close to the junction with Bordesley Green. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum). We understand from the Vendor the tenant has been in occupation in excess of 3 Years.

Accommodation:

Ground Floor

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

First Floor

Three Bedrooms

Outside:

Front Walled foregarden

Rear Paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Land
 *Guide Price: £2,500 - £3,500 (+Fees)

Land behind Kennford Close Oldbury, West Midlands,

Accommodation:

A sloping irregular shaped unfenced site extending to approximately 0.39 acres (0.16 hectares) the site is a part of a large area of public open space which is bounded by housing. The site is located approximately 1.5 miles north west of Junction 2 of the M5 Motorway, 1.6 miles south east of Dudley Town Centre, the land is directly behind and to the west of 8-16 Kennford Close.

Planning

The site is presently designated as open space in the Sandwell UDP and enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

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

Viewings -Via Cottons – 0121 247 2233



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

LOT 23

Freehold Vacant Semi-Detached House with Three Bedrooms

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

67 Belton Avenue, Wolverhampton, West Midlands WV11 1AN

Property Description:

A traditional semi-detached house with brick construction, with hipped tile clad roof, benefitting from gas-fired central heating, three bedrooms, off road parking and garage, but requiring repair and refurbishment throughout.

The property forms part of a popular and established residential area and Belton Avenue is located between Blackhalve Lane (B4156) and Cannock Road (A460) and is conveniently situated approximately two miles to the north east of Wolverhampton City Centre and two miles to the south of the M54 Motorway (Junction 1).

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Lawned foregarden, tarmacadam driveway to full length side garage.

Rear: Lawned garden.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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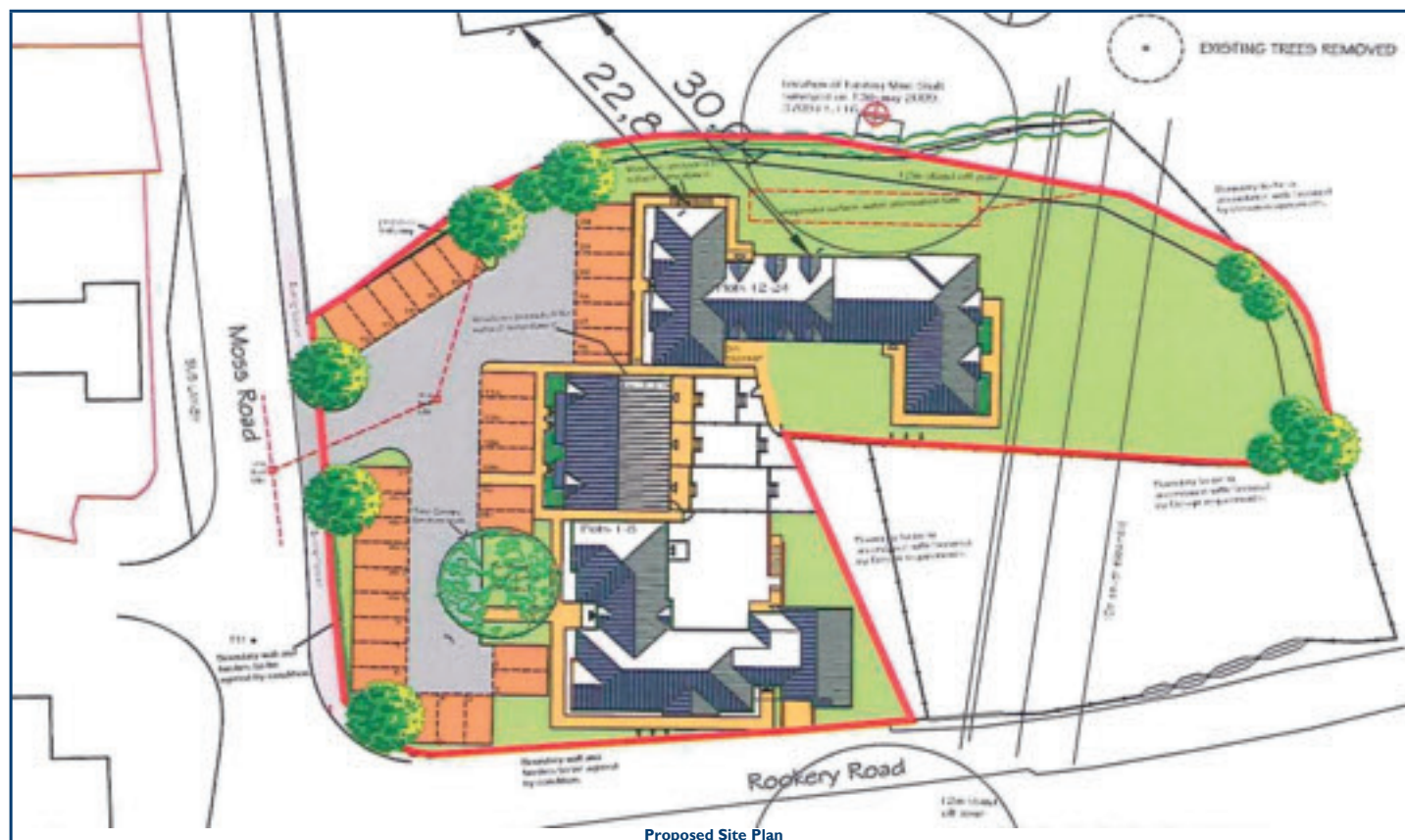
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LOT 24
Freehold Residential Development Site (21 Apartments & 3 Dwellings)

*Guide Price: £400,000 - £430,000 (+Fees)

Residential Development Site, Moss Road, Wrockwardine Wood, Telford, Shropshire, TF2 7BL


Proposed Site Plan

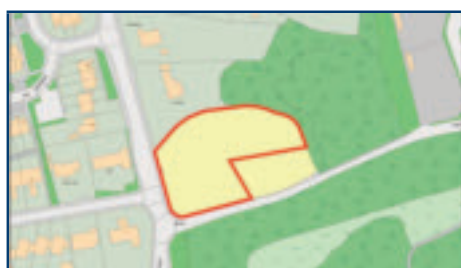
Property Description:

A Freehold development site, irregular in shape and extending to an area of approximately 0.84 acres and fronting both Moss Road and Rookery Road.

The site forms part of a popular and predominantly residential area, located approximately two miles north of Telford. The site is also within walking distance of Wrockwardine Wood and has good access links to the nearby M54 Motorway Network along with the benefits from the existing infrastructure associated with the adjacent developments such as local bus routes, shops and amenities.

Planning

Planning consent was granted by Telford and Wrekin Council, Reference TWC/2016/0125 and dated 7th October 2016 for the erection of 21 Apartments and 3 dwellings with associated parking and access. The plans approved for the planning consent detailed a development comprising of two blocks of flats and one block of 3 townhouses.



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

Proposed Accommodation:

The approved plans propose the following accommodation

12 x 1 Bedroom Flats

Lounge, Kitchen, Bedroom and Bathroom.

9 x 2 Bedroom Flats

Lounge, Kitchen, Two Bedrooms and Bathroom.

3 x Townhouses
Ground Floor

Entrance Hallway, Lounge, Dining Kitchen, wc, Stairs.

First Floor

Two Bedrooms and Bathroom with panel bath, wash basin and wc.

Outside:

Communal gardens and allocated parking area.

A copy of the planning consent and architect's drawings are available for inspection from Telford and Wrekin Council's website, www.telford.gov.uk and the Auctioneers Offices.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Proposed Street View

LOT 25

Freehold Vacant Three Bedroom Terraced House on Large Plot

*Guide Price: £40,000 - £45,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

9 Edinburgh Road, Baptist End, Dudley, West Midlands DY2 8EW

Property Description:

An end terraced house of two storey brick construction, surmounted by a pitched tile clad roof, occupying a substantial plot with generous gardens, benefitting from three bedrooms and replacement UPVC windows but requiring extensive repair and complete renovation. The property is conveniently located approximately one mile to the south of Dudley Town Centre.



Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen.

First Floor

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

Outside:

Front: Large foregarden and side garden.

Rear: Gravelled garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 26

Freehold Vacant Semi-Detached House with Two Bedrooms

*Guide Price: £50,000 - £55,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

25 Exeter Road, Dudley, West Midlands DY2 9RY

Property Description:

A semi-detached house of two-storey brick construction, surmounted by a hipped slate clad roof, set back from the road behind a lawned foregarden, benefitting from UPVC windows and requiring refurbishment and modernisation throughout.

The property is conveniently within one mile from Cradley Heath Town Centre.



Ground Floor

Entrance Hall, Lounge, Rear Entrance Hall, Separate Toilet, Kitchen, Bathroom with bath.

First Floor

Stairs and Landing, Two Double Bedrooms.

Outside:

Front: Foregarden with pedestrian side access.

Rear: Yard and garden.

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

Viewings: Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

**If you need any help
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LOT 27
Freehold Vacant Former Training Centre with Development Potential

*Guide Price: £650,000 - £680,000 (+Fees)

127 Aldridge Road, Perry Barr, Birmingham, West Midlands, B42 2ET

Property Description:

A former Adult Training Centre set back from Aldridge Road behind a car park with sweep driveway and comprising a substantial detached traditional built, three-storey property with side annex and an extensive range of outbuildings located to the rear.

The property occupies a large rectangular plot, extending to a total site area of 1.71 acres (0.69 hectares) and includes an extensive rear garden having frontage to the River Tame to the western boundary.

The property is located to the southern section of Aldridge Road (A453) and is within a third of a mile north with its junction with Walsall Road (A34) which provides access to Perry Barr Shopping Centre and Railway Station, along with Birmingham City Centre lying within three miles to the south.

Planning:

The property may be suitable for a variety of alternative uses or re-development, subject to obtaining the necessary planning consent and all interested parties should contact the Local Planning Department at Birmingham City Council, prior to bidding, to discuss any proposals which they may have for the site.

Accommodation:
Main Building:
Ground Floor

Reception Hall, Four Rooms, Large Hall, Commercial Kitchen, Side Entrance Hall with toilets and pantry.

First Floor

Stairs and Landing, Four Rooms and two toilets.

Second Floor

Stairs to Four Rooms.

Side Annex
Ground Floor

Four Rooms, five toilets, Laundry Room and Bathroom.

Gross Internal Area

Main Building - Ground Floor: 261.78 sq m (2,817 sq ft)

Annex: 223.46 sq m (2,513 sq ft)

First and Second Floors - Not Measured

Outside:

Front: Car Park with in and out Drive

Rear: Yard areas with range of brick built outbuildings, long rear garden with frontage to River Tame.

Total Site Area: 1.71 acres (0.69 hectares)

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

The property is in a dilapidated condition and any parties wishing to view must do so with utmost caution and at their own risk. Neither the Auctioneers or the Seller accept any liability for injury or harm caused to any persons viewing this property.



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

LOT 28

Freehold Vacant Possession (Three Bedroom House)

*Guide Price: £140,000 - £150,000 (+Fees)

77 Sarehole Road, Hall Green, Birmingham, West Midlands B28 8DY

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof set back from the road behind a paved foregarden allowing for off road parking. The property provides well laid out accommodation and benefits from electric heating, however does require some modernisation and improvement. Sarehole Road is situated in an established and popular residential area and the property itself is located between the junctions of Brandon Road and Dunsmore Road. Sarehole Road is located off Stratford Road (A34) which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Lean-to, Stairs to

First Floor

Having 3 Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Front Paved foregarden allowing for off road parking

Rear Garden and brick built store including WC

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 29
Freehold Development Opportunity - Land and Barns for Conversion

*Guide Price: £250,000 - £300,000 (+Fees)

By Instruction of Coventry City Council
Former Farm Buildings and Land, Blackberry Lane, Upper Stoke, Coventry, CV2 3JS

Property Description:

A residential development site comprising two Grade II Listed barns ripe for conversion which originally formed part of Green Farm and an adjoining parcel of land with potential for approximately four dwellings (subject to planning), extending to a total site area of 0.51 acres (0.21 hectares) or thereabouts.

Access to the site is from Blackberry Lane over a made up private road, which is included in the sale and is shared with adjoining occupiers. The site forms part of an established residential area and is

situated immediately adjacent to a 176 home development site, by Bellway Homes, known as The Brambles.

The property comprises Two 'L' shaped barns overlooking a central courtyard:

Barn A: 120.92 sq m (1,301 sq ft).

Barn B: 134.72 sq m (1,450 sq ft).

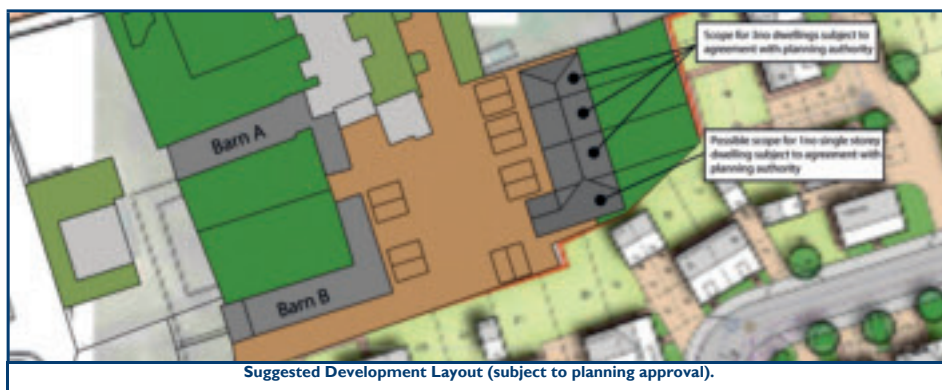
Driveway and an adjacent cleared site suitable for residential development of approximately four new build properties (subject to planning)

Planning:

The site is identified for housing development in the Emerging Local Plan however, as the two existing buildings are Grade II Listed, any development will require Planning and Listed Building Consent. Development guidance produced by Coventry City Council in relation to the proposed development is available from the Auctioneers offices/website. All interested parties should discuss any proposals they have for the site, directly with the planning department at Coventry City Council, prior to bidding.

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

Viewings: Via Cottons - 0121 247 2233



Suggested Development Layout (subject to planning approval).



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

LOT 30

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

10 First Avenue, Brownhills, Walsall, West Midlands, WS8 6JH



Property Description:

A three bedroom semi-detached property of rendered brick construction surmounted by a tiled roof set back behind a walled foregarden. The property occupies a corner plot extending to approximately 0.18 acres (717 mtr.sq) and benefits from having UPVC double glazing and gas fired central heating however some of the UPVC double glazed windows have been damaged and some of the copper pipe work has been removed from the gas fired central heating system. The property further benefits from having parking to the rear accessed via a service road. The property may provide scope for extension/redevelopment works however all interested parties must satisfy themselves in full with any proposals they may have with Walsall Metropolitan Borough Council. First Avenue is located off Lichfield Road and the property itself is within a quarter of a miles distance from Brownhills High Street which provides a wide range of shops and amenities

Accommodation

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Veranda, WC, Stairs to

First Floor

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

Outside:

Front Walled foregarden

Rear Large lawned garden providing off road parking via a service road

Viewings:

Via Cottons - 0121 247 2233



Legal Documents:

Available at www.cottons.co.uk



LOT 31**Long Leasehold Vacant Chip Shop/Hot Food Takeaway/Restaurant**

*Guide Price: £160,000 - £180,000 (+Fees)

108 Bradford Street, Digbeth, Birmingham, West Midlands, B12 0NS**Property Description:**

A prominently located ground floor Hot Food Takeaway and Restaurant premises forming part of a modern five-storey mixed use development, which directly fronts Bradford Street, at the entrance to Rea Place.

The property has been trading as 'Fish Co' Great British Fish & Chips and has been internally finished to a high standard, fitted out and containing an extensive range of quality stainless steel fittings and appliances and is ready for trading in its existing use. The property forms part of the traditional industrial area of Digbeth, which is undergoing substantial regeneration with developers capitalising on the large amount of vacant attractive industrial buildings which are situated within close proximity to Birmingham City Centre, including the Bull Ring, Moor Street and New Street Stations and the planned new HS2 Terminal in Curzon Street. Having referred to Birmingham City Council Planning Website, it is noted that several large apartment schemes have planning consent for construction within the immediate surrounding area, with several other schemes planned for the wider Digbeth/Eastside area, all providing a valuable customer base for the subject property.

Accommodation:**Ground Floor**

Open Plan Restaurant, Takeaway and Kitchen Area:

84.94 sq m (914 sq ft) with full width shop frontage, seating for between 26-34 covers, Ladies, Gents and Disabled Toilets and well equipped Kitchen with a range of stainless steel fittings including frying range, kebab grill, griddle, fridges, salad bar, etc. Preparation Room: 17.71 sq m (190 sq ft), with a range of stainless steel fittings including hob, sink, fridge and freezer, chipper and peeler, Rear Access and Potato Store: 3.9 sq m (41 sq ft).

Net Internal Area: 106.55 sq m (1,145 sq ft)



Outside: Bin Storage Area

Leasehold Information:

Lease term: 125 years from 22 December 2005

Ground Rent: One Peppercorn.

Service Charge: Refer to Legal Pack.

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

Viewings: Via Cottons - 0121 247 2233

LOT 32

Freehold Ground Rent
*Guide Price: £13,000 - £16,000
(+Fees)

Lease Term - 75 Years from 25th December 1955 (Approx. 13 Years Unexpired) secured upon a Mid Terraced House known as:

18 Brunswick Road, Sparkbrook, Birmingham, West Midlands B12 8NT

Property Description:

A Freehold Ground Rent secured upon a traditional mid-terraced house of two-storey brick construction with a pitched slate clad roof, situated directly fronting the road.

The property is situated on the western section of Brunswick Road, located off Hertford Street which, in turn leads off Clifton Road and forms part of an established residential area.

Leasehold Information

The property is subject to a long lease for a term of 75 years from 25th December 1955 (approximately 13 years unexpired) at a Ground Rent of £4.50 per annum.

Note: We understand that no Ground Rent has been collected for some considerable time.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 33

Freehold Ground Rent
*Guide Price: £13,000 - £16,000
(+Fees)

Lease Term - 75 Years from 25th December 1955 (Approx. 13 Years Unexpired) secured upon a Mid Terraced House known as:

24 Brunswick Road, Sparkbrook, Birmingham, West Midlands B12 8NT

Property Description:

A Freehold Ground Rent secured upon a traditional mid-terraced house of two-storey brick construction with a pitched tile clad roof, situated directly fronting the road.

The property is situated on the western section of Brunswick Road, located off Hertford Street which, in turn leads off Clifton Road and forms part of an established residential area.

Leasehold Information

The property is subject to a long lease for a term of 75 years from 25th December 1955 (approximately 13 years unexpired) at a Ground Rent of £4.50 per annum.

Note: We understand that no Ground Rent has been collected for some considerable time.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 34

Freehold Ground Rent
*Guide Price: £4,500 - £5,500 (+Fees)

Freehold Ground Rent, 52 Torc Avenue, Amington, Tamworth, Staffordshire B77 3EP



Property Description:

A Freehold Ground Rent secured upon a modern semi-detached house surmounted by a pitched tile clad roof and set back from the road behind a lawned foregarden and driveway.

Torc Avenue forms part of the residential suburb of Amington and leads via New Street off Glascote Road (B5000) located approximately one mile to the east of Tamworth Town Centre and contains a range of modern residential dwellings.

Leasehold Information

The property is subject to a long lease for a term of 99 years from 24th June 1970 (approx. 52 years unexpired) at a ground rent of £30 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 35

Freehold Ground Rent
*Guide Price: £4,500 - £5,500 (+Fees)

Freehold Ground Rent, 68 Torc Avenue, Amington, Tamworth, Staffordshire B77 3EP



Property Description:

A Freehold Ground Rent secured upon a modern terraced house surmounted by a pitched tile clad roof and set back from the road behind a paved driveway.

Torc Avenue forms part of the residential suburb of Amington and leads via New Street off Glascote Road (B5000) located approximately one mile to the east of Tamworth Town Centre and contains a range of modern residential dwellings.

Leasehold Information

The property is subject to a long lease for a term of 99 years from 24th June 1970 (approx. 52 years unexpired) at a ground rent of £20 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 36

Long Leasehold Vacant Flat (985 years unexpired)

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

Flat 2, 12 Port Street, Evesham, Worcestershire WR11 1AN

Property Description:

A one bedroom ground floor flat situated in a three storey Grade II Listed building directly fronting the pavement. The flat benefits from having well laid out accommodation and electric heating. The property is situated in the Heart of Evesham on Port Street which itself provides a wide range of shops and amenities

Accommodation:

Ground Floor

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

Outside:

Rear Communal Garden

Leasehold Information

Term: 999 years from 1 January 1996

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37

Freehold Vacant Possession

*Guide Price: £72,000 - £78,000 (+Fees)

53a Barker Street, Lozells, Birmingham, West Midlands B19 1EP

Property Description:

A mid-terraced property surmounted by a tiled roof set back from the road behind a small walled foregarden. The property does require some modernisation and improvement. Barker Street is set in an established residential area and located between both Weston Road and Villa Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Bathroom with panelled bath, wash basin and WC
Kitchen, Stairs to

First Floor

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

Outside:

Front Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

Please contact the Auction Team on
0121 247 2233

For further details and Terms & Conditions

LOT 38

Leasehold Vacant Possession
*Guide Price: £110,000 - £120,00 (+Fees)

73 Kings Road, Sutton Coldfield, West Midlands B73 5AD

Property Description:

A three bedroom traditional semi-detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden and driveway giving access to garage and allowing for off road parking. The property benefits from having UPVC double glazing however does require some modernisation and improvement. The property is located on a service road off Kings Road close to the junction with Elizabeth Road, the property is also within approximately 200 meters from the junction with Chester Road North

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Lean-to, Stairs

First Floor

3 Bedrooms, Bathroom with panelled bath, wash basin and separate WC

Outside:

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

Rear Lawned garden

Leasehold Information

Term: 99 years from 25th March 1938

Rent: £6 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 39

Freehold Vacant Semi-Detached House with Three Bedrooms
*Guide Price: £70,000 - £77,000 (+Fees)

93 Hollemeadow Avenue, Leamore, Walsall, West Midlands WS3 1JB

Property Description:

A semi-detached house of brick construction, surmounted by a hipped tile clad roof, having a ground floor extension to the rear and benefitting from mostly UPVC double glazed windows, solid fuel central heating and off road parking including secure vehicular access to a freestanding rear garage.

The property occupies a corner plot which and Hollemeadow Avenue comprises a cul-de-sac which forms part of an established residential area and is situated off Broadstone Avenue which, in turn, leads off Bloxwich Road (B4210), approximately two miles to the north of Walsall Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge opening to Dining Room, Kitchen, Side/Rear Entrance Hall, Shower Room with shower, wash basin and wc.

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panel bath, pedestal wash basin and wc.

Outside:

Front: Foregarden and paved driveway, leading to rear.

Rear: Gated vehicular access to driveway, leading to large free-standing garage, side garden and rear garden with pond.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 40

Freehold Vacant Mid-Terraced House

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

129 Bordesley Green Road, Birmingham, West Midlands B9 4TJ

Property Description:

A mid-terraced house of traditional brick construction, surmounted by a pitched replacement tile clad roof, benefitting from gas fired central heating and UPVC double glazed windows.

The property is set back from the road behind a small walled foregarden and Bordesley Green Road forms part of an established mixed use area and leads directly off Bordesley Green (B4128), approximately two miles to the east of Birmingham City Centre.

Accommodation:

Ground Floor

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

First Floor

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

Outside:

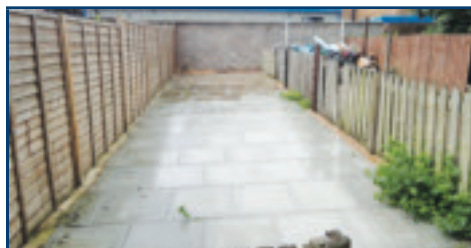
Front: Walled foregarden.

Rear: Enclosed yard, shared pedestrian right of way and separate paved garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 41

Freehold Retail/Takeaway Investment with Vacant Flat

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

70 Blackwell Street, Kidderminster, Worcestershire DY10 2EL

Property Description:

A two-storey shop/ hot food takeaway premises with separate flat to the first floor of brick construction with a pitched slate clad roof located on the corner of Blackwell Street and Union Street, within a well-established retail area. Planning consent was granted on 12 May 2005 (Ref: WF 285/05) by Wyre Forest District Council for change of use from A1 (retail) to A5 (takeaway). The property occupies a Town Centre position, just outside the central Ring Road and close to a densely populated residential area.

Accommodation:

Ground Floor: Retail Area: 17.2sq.m (185 sq.ft), Rear Preparation Area: 11.8sq.m (127 sq.ft), Wash-up Area: 2.8sq.m (30 sq.ft), Toilet with wash basin.

First Floor

Side access from Union Street with stairs to Two

Rooms and Shower Room with WC and wash basin.

Tenancy Information

Retail/Takeaway Premises: Let on a Lease for 3 years from 11 August 2017 at a rent of £4,680 per annum. Flat: Vacant

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

Viewings: Via Cottons - 0121 247 2233



LOT 42

Freehold Vacant Semi-Detached House with Three Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

21 King Street, Halesowen, West Midlands B63 3SU

Property Description:

A semi-detached house of two-storey brick construction, surmounted by a hipped slate clad roof, occupying a generous corner plot, benefitting from three bedrooms and UPVC double glazed windows but requiring repair and refurbishment throughout. King Street comprises a cul-de-sac and the property is within a 1/4 of a mile from Halesowen Town Centre.

Accommodation:

Ground Floor: Entrance Hall, Lounge, Kitchen with pantry, Bathroom with Bath.

First Floor: Stairs and Landing, Three Bedrooms.

Outside: Gardens to front, side and rear with integral outside toilet.

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

Viewings: Via Cottons - 0121 247 2233



LOT 43

Freehold Vacant House with Potential for Three/Four Bedrooms

*Guide Price: £50,000 - £55,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council 11 Milton Street, Brierley Hill, West Midlands DY5 4HU

Property Description:

A semi-detached house of two-storey brick construction with insulated rendered walls surmounted by a hipped tile clad roof having a single storey rear extension, UPVC double glazed windows and off-road car parking.

The property benefits from partial refurbishment to ground floor, including some re-plastering and new floors and the first floor has been stripped of all plaster and internal walls, providing flexibility for a layout providing either three or four bedrooms.

Milton Street is located on High Street within a quarter of mile from Russell Hall Hospital and two miles west of Dudley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Bathroom with bath, wash basin, wc (not fitted), Lounge, Dining Kitchen, Rear Entrance Hall, Study.



First Floor

Stairs to open plan area, providing potential for Three or Four Bedrooms and Cloakroom.

Outside:

Front: Lawned foregarden and paved driveway, pedestrian side access to rear.

Rear: Yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

Freehold Vacant Semi-Detached House with Two Bedrooms

*Guide Price: £40,000 - £47,000 (+Fees)

22 Parkhead Road, Dudley, West Midlands DY2 8XN

Property Description:

A two-storey, semi-detached house having rendered elevations and surmounted by a hipped, slate clad roof benefitting from part gas-fired central heating, part UPVC double glazed windows, two double bedrooms and occupying a generous plot including off-road car parking.

The property requires extensive repair and complete renovation throughout.

Parkhead Road forms part of an established residential area and leads off Aston Road which, in turn, leads off Stourbridge Road (A4101) and the property is conveniently within ¾ of a mile to the west of Dudley Town Centre.

Ground Floor

Entrance Hall, Front Reception Room, Pantry, Dining Room, Kitchen, Rear Entrance Hall, Brick Store and wc.

First Floor

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

Outside:

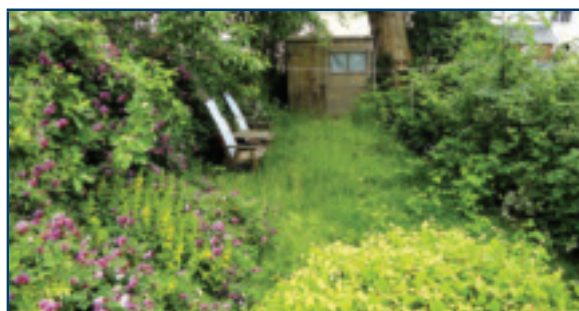
Front: Lawned foregarden, extending to a side garden.

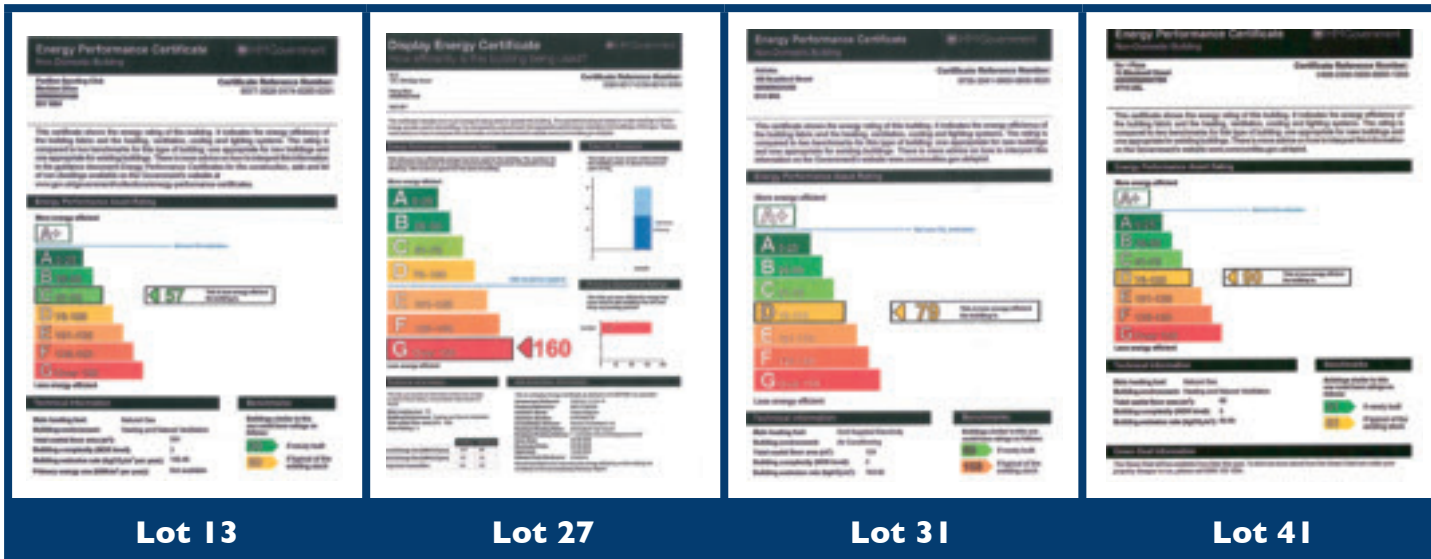
Rear: Partly lawned garden with driveway, providing off-road parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233




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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.






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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:
www.rics.org/commonauctionconditions**



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