

25th OCTOBER 2018

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 25th OCTOBER 2018
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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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)**
- **Card Payments**
 - Please note that we accept Visa and Mastercard
 - Personal Debit Cards
 - Personal Credit Cards are NOT accepted
 - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
 - All Cards must be Chip & Pin enabled

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.

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 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.

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 £950 (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.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website www.cottons.co.uk/contact/ if you require any clarification upon how we hold data.

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 28 LOTS

Order of Sale

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

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

1	223 PICCADILLY CLOSE, CHELMSLEY WOOD, B37 7LG	Freehold Vacant Residential
2	115 SHORT HEATH ROAD, ERDINGTON, B23 6LH	Leasehold Vacant Residential
3	208 OLDBURY ROAD, ROWLEY REGIS, B65 0NN	Freehold Residential Inv.
4	58 & 58A HIGH STREET, WEM, SHROPSHIRE, SY4 5DW	Freehold Vacant Retail & Flat
5	43 GREEN LANES, BILSTON, WV14 6BY	Freehold Vacant Residential
6	FLAT 3, CANNOCK ROAD, HEDNESFORD, WS12 4AE	Leasehold Residential Inv.
7	THE NAGS HEAD, 34 MARKET PLACE, TIPTON, DY4 7EJ	Freehold Vacant Public House
8	THE BULL, COLESHILL ROAD, FURNACE END, B46 2LG	Freehold Vacant Public House
9	HOP POLE HOTEL, MARKET SQ, BROMYARD, HR7 4BP	Freehold Vacant Hotel
10	14 CARTERS GREEN, WEST BROMWICH, B70 9LW	Freehold Vacant Commercial
11	13 FRANKSTON AV, STONY STRATFORD, MK11 1DR	Freehold Vacant Residential
12	DONSAI, STAFFORD ROAD, CANNOCK, WS12 4NQ	freehold Takeaway Inv.
13	LAND ADJ. 37 MANOR RD, ETTINGSHALL, WV4 6JS	Freehold Land/Inv.
14	LIONS CLUB, HARRISON ROAD, ERDINGTON, B24 9AA	Freehold Vacant Social Club
15	GWENDENE HOUSE, NEACHELLS LN, WILLENHALL, WV13 3RG	Freehold Vacant Commercial
16	FOUR UNITS, THE WALLOWES INDUSTRIAL ESTATE, DY5 1QA	Leasehold Industrial Inv.
17	ROYAL OAK HOTEL, SOUTH ST, LEOMINSTER, HR6 8JA	Freehold Vacant Hotel
18	LAND REAR OF 317-333 FOX HOLLIES RD, B'HAM, B27 7PS	Freehold Development Land
19	THE OLD ORCHARD, BROCKINGTON HALL, BODENHAM, HR1 3HX	Freehold Development Land
20	LAND, BROCKINGTON HALL GOLF CLUB, BODENHAM, HR1 3HX	Freehold Land with Potential
21	BLDG PLOT, CLEEVE MOUNT CLOSE, CHELTENHAM, GL52 3HW	Freehold Building Plot
22	21 RED HOUSE PARK ROAD, BIRMINGHAM, B43 6ND	Freehold Vacant Residential
23	230 HOLLYMOOR WAY, NORTHFIELD, B31 5HE	Freehold Development Opp.
24	39, 39A & 40 MARKET PLACE, WILLENHALL, WV13 2AA	Freehold Commercial Investment
25	84 WARREN CLOSE, TIPTON, DY4 9PG	Leasehold Vacant Residential
26	LAND AT UNION PLACE, COVENTRY, CV6 6BT	Freehold Development Land
27	130 DORCHESTER WAY, COVENTRY, CV2 2LU	Freehold Residential Investment
28	170 BIRDBROOK ROAD, GREAT BARR, BIRMINGHAM, B44 8RY	Freehold Vacant Residential

Auctioneers:

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IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

CARD PAYMENTS

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- 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 £950 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

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

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

LOT 1

Freehold Vacant Three Bedroom House

*Guide Price: £88,000 - £92,000 (+Fees)

223 Piccadilly Close, Chelmsley Wood, Birmingham, B37 7LG

Property Description:

A two-storey, mid terraced house, surmounted by a pitched tile roof and set behind a lawned foregarden, benefitting from UPVC double glazed windows, gas fired central heating and three bedrooms.

The property provides well laid out accommodation and forms part of a predominantly residential area.

The property is conveniently situated circa. 2 miles from Junction 4 of the M6.

Accommodation:

Ground Floor

Porch, Kitchen/Diner and Living Room.

First Floor

Stairs and Landing, Three Bedrooms, Wet Room and separate wc.

Outside:

Front: Lawned foregarden

Rear: Lawned garden with outbuildings.

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 £950 (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

Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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 2

Leasehold Vacant Two Bedroom Maisonette with Garage
*Guide Price: £60,000 - £67,000 (+Fees)

115 Short Heath Road, Erdington, Birmingham, West Midlands B23 6LH

Property Description:

A ground floor maisonette forming part of a purpose built development and providing presentable and well laid out accommodation, benefiting from UPVC double glazed windows, electric heating, two bedrooms and a separate lock up garage providing off road car parking. In addition, the property benefits from well maintained gardens and is set well back from Short Heath Road behind a lawned foregarden.

Short Heath Road forms part of an established residential area and leads directly off Marsh Lane (B4531) and the property is conveniently within approximately three quarters of a mile from Erdington Town Centre and Railway Station.

Ground Floor

Entrance Hall with store cupboard, Large Lounge/Dining Room, Kitchen with a range of modern fitted Units, Bedroom One (double), Bedroom Two (single), Shower Room with glazed shower enclosure, pedestal wash basin and wc

Outside:

Lawned foregarden, full length side garden and rear garden, lock up garage (garage No: 2) is located in a separate block off Short Heath Road

Leasehold Information

Term: 99 Years from 25th June 1965

Ground Rent: £100 per annum

Viewings: Via Cottons – 0121 247 2233

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



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LOT 3
Freehold Investment (2 Self Contained Flats)

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

208 Oldbury Road, Rowley Regis, West Midlands B65 0NN
Property Description:

A detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having been formally converted to provide 2 separate self contained flats, both flats benefit from having UPVC double glazing and gas fired central heating and offered for sale in a presentable condition. The property is located on Oldbury Road close to the junction with Pennycricket Lane. Both flats are currently let on Assured Shorthold Tenancy Agreements and produce a rental income of £9,180 per annum. We are informed by the owner that the tenant of the 1st floor flat has been in occupation for in excess of 4 years and have not had a rent review during there occupancy.

Schedule of Tenancies:

Ground Floor Flat: Rental - £415 pcm (£4,980 per annum)

First Floor Flat: Rental - £350 pcm (£4,200 per annum)

Total Rental Income: £9,180 per annum

Accommodation:
Ground Floor:
Flat 208A

Lounge, Hallway, Kitchen, 2 Bedrooms, Bathroom having panelled bath with shower over, wash basin and WC, Inner Lobby and Separate WC

First Floor:
Flat 208B

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

Outside:

Front Paved foregarden allowing for off road parking

Rear Lawned 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.

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

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

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

LOT 4

Freehold Vacant Retail Shop and Six Bedroom Flat *Guide Price: £75,000 - £80,000 (+Fees)

58 & 58A High Street, Wem, Shropshire SY4 5DW

Property Description:

A three storey Grade II Listed property located within Wem Town Centre and of traditional brick construction surmounted by a pitched tile clad roof, comprising of a ground floor retail shop with a substantial six bedroom flat to the first and second floors which may provide scope for subdivision to create two separate units (subject to planning).

The property occupies a prominent position on the High Street, close to the junction with Mill Street. Wem is located approximately two miles west of the A49 Trunk Road which provides access to Shrewsbury and Telford to the south and Whitchurch to the north.

Accommodation:

Ground Floor

Retail Shop: 36.86sq.mtrs (396sq.ft), Rear Office/Store: 6.21sq.mtrs (66sq.ft) with storage recess, Shared Rear Entrance Hall, Toilet with wc and wash basin

First Floor

Flat Accommodation: Stairs and Landing, Entrance Hall, Bathroom with panelled bath and shower over, wash basin and wc, Lounge, Dining Kitchen with a range of wooden units and French Door to Covered Balcony, Inner Hall, Two Bedrooms.

Second Floor

Stairs and Landing, Four Bedrooms with access to Balcony


Viewings: Via Cottons – 0121 247 2233

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



--- 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 5
Freehold House with Vacant Possession

*Guide Price: £78,000 - £84,000 (+Fees)

43 Green Lanes, Bilston, West Midlands WV14 6BY
Property Description:

A two-storey, end of terrace house located within a residential area, approximately three quarters of a mile north west of Bilston Town Centre, where usual local shopping, education and public transport facilities are available. The house is of two-storey rendered brickwork construction with a pitched interlocking concrete tile roof. The house has been refurbished and benefits from UPVC double glazed windows, gas central heating, a new damp proof course installed and newly fitted modern kitchen and bathroom fittings.

Accommodation:
Ground Floor

Living room (front), understairs store, dining room (rear), kitchen, inner lobby and central heating boiler cupboard and bathroom/toilet with suite comprising bath, wash basin and WC.

First Floor

Landing, bedroom 1 (front), bedroom 2 (rear) with small store or wardrobe, leading off.

Outside:

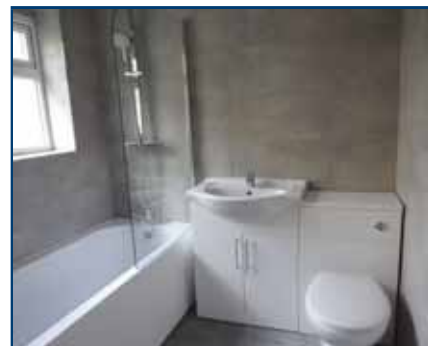
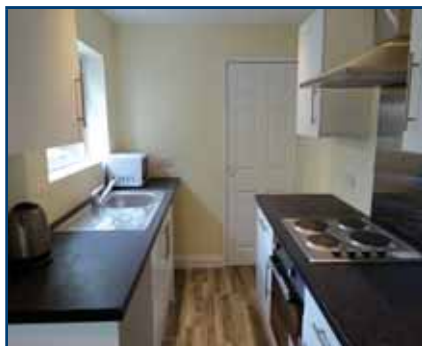
Small fore-garden and substantially paved rear garden or yard, which may be easily maintained.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


Cottons
 CHARTERED SURVEYORS

OFFERS

We welcome pre-auction offers which will be submitted to the sellers for their consideration. Upon receipt of the sellers decision, when possible we will as a matter of courtesy advise accordingly.

All offers are to be submitted in writing, this can be emailed to us at **auctions@cottons.co.uk**

Please provide your full name, address and contact number together with details of the offer you wish to submit.

All pre-auction offers are void on the day of our auction if not accepted prior to the auction date.

For any further details please call the **Auction Team** on **0121 247 2233**

LOT 6

Leasehold Investment

*Guide Price: £38,000 - £42,000 (+Fees)

Flat 3, 437 Cannock Road, Hednesford, Cannock, Staffordshire WS12 4AE

Property Description:

A first floor flat contained in a brick built development directly fronting the pavement. The flat benefits from having UPVC double glazing and gas fired central heating. The property is located close to the junction with Green Heath Road and within walking distance of Hednesford Town Centre and Hednesford Train Station providing a direct link to Birmingham City Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £350 per calendar month (£4,200 per annum). We are informed by the owner that the tenant has been in occupation for in excess of 3 years and have not had a rent review during there occupancy.

Accommodation:

Ground Floor

Entrance Hallway to Flats, Stairs

First Floor

Flat 3 - Lounge, Kitchen, Bedroom and Bathroom having panel bath, wash basin and WC

Outside Rear Communal parking area and yard with vehicular access to the side,

Leasehold Information

Term A new 125 year lease will be granted upon completion

Rent £50 per annum

Service Charge Refer to legal pack

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

Viewings: Via Cottons – 0121 247 223



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LOT 7
Freehold Vacant Public House with Redevelopment Consent

*Guide Price: £250,000 - £275,000 (+Fees)

The Nags Head, 34 Market Place, Great Bridge, Tipton, West Midlands, DY4 7EJ

Property Description:

A substantial public house located within Great Bridge Town Centre and occupying a prominent position at the junction of Market Place and Mill Street. The property is of two storey brick construction surmounted by a pitched tile clad roof and is currently in a dilapidated condition. To the rear of the property is a detached function hall of single storey brick construction with pitched slate clad roof.

Market place leads off Horseley Heath (A461) and the property is conveniently located within two miles of both Dudley and West Bromwich Town Centres and approximately three miles from the M5 Motorway (junction 1)

Planning

Planning consent was granted by Sandwell Metropolitan Borough Council on 20th September 2018 (Ref: DC/18/62081) for partial demolition, part change of use at ground floor with alterations to the side and first and second floor side extensions to create 6 No. one bedroom apartments.

Alternatively, the existing premises may be suitable for a variety of alternative uses subject to major refurbishment. In addition, the rear function hall which benefits from access directly onto Mill Street provides potential for separation from the main property.

All interested parties should consult with the local planning department at Sandwell MBC prior to bidding, to discuss any proposals they may have.

Accommodation:
Ground Floor

Main Entrance, Front Bar with Side Entrance: 50.58sq.mtrs (544sq.ft), Inner Hall, Games Room: 31.45sq.mtrs (338sq.ft), Corridor to Disabled, Ladies & Gents Toilets, Rear Bar: 32.2sq.mtrs (346sq.ft), Corridor off front bar to, Kitchen: 29.96sq.mtrs (322sq.ft), Office: 16.84sq.mtrs (181sq.ft)

First Floor

Stairs and Landing, Toilet, Function Room: 77.64sq.mtrs (835sq.ft), Stairs and Landing to Living Accommodation, Lounge, Bedroom, Kitchen, Bathroom and Separate Toilet

Outside:

Internal yard with access off Mill Street.

Separate Detached Function Hall: 210.41sq.mtrs (2,264sq.ft) with Kitchen and roller shutter access

Legal Documents: at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233

Note: Limited viewings will be available and restricted to ground floor areas only. All persons attending do so entirely at their own risk and neither the sellers or joint auctioneers accept any responsibility for any injury or harm caused. Viewers are advised to wear strong shoes and bring a torch.



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

LOT 8

The Bull Public House, Coleshill Road, Furnace End, Birmingham, West Midlands B46 2LG



Property Description:

An attractive opportunity to purchase a Gastro style country pub contained within a Grade II Listed two storey period building of brick & stone construction with a multi pitched tile clad roof and pleasantly located within the village of Furnace End, surrounded by an affluent catch area and within easy reach of many North Warwickshire villages and towns.

The property is long established as a public house and offers extensive ground floor accommodation comprising a bar, three dining areas (currently providing 58 covers), kitchen, ancillary accommodation and beer garden. The accommodation has been sympathetically refurbished retaining many period character features including a wealth of beamed ceilings and fireplaces whilst combined with modern contemporary décor, wooden floors, fitments and furnishings. In addition, the property benefits from a large flat/living accommodation to the first floor providing five bedrooms and a large customer car park extending to an area of 0.24acres (969.6sq.mtrs) which is situated fronting Coleshill Road, directly opposite the public house.

Furnace End comprises a popular commuter village containing a range of dwelling houses along with local butchers shop and is conveniently situated within approximately five miles from the town of Coleshill, seven miles from both Atherstone and Nuneaton and approximately ten miles to the north east of Birmingham City Centre.

Planning

The property is currently trading as a public house however may be suitable for a variety of alternative uses and the car park may be suitable for re-development. All interested parties should contact the local planning department at North Warwickshire Borough Council prior to bidding to discuss any proposals they may have for the property.

Ground Floor

Public House: Dual Entrance Halls to Bar: 70.6sq.mtrs (760sq.ft) wrapped around a central chimney breast with log burner, exposed beam ceiling and 14 covers, Dining Room One: 25.64sq.mtrs (275sq.ft) with 22 Covers, Dining Room Two: 22.29sq.mtrs (239sq.ft) with feature fireplace and log burner, beam ceiling and 16 Covers, Dining Room Three: 9.49sq.mtrs (102sq.ft) with 6 Covers, Kitchen: 16.24sq.mtrs (174sq.ft) with a range of stainless steel fitments including Range cooker, extractor, sink and preparation areas. Corridor to Disabled, Gents and Ladies Toilets.

First Floor

Internal Stair Access to Flat/Living Accommodation, Landing, Bedroom One (double), Bedroom Two (double), Store Room, Bedroom Three (large single), Bedroom Four (large single), Lounge, Shower Room with shower enclosure, pedestal wash basin and wc, Bedroom Five (single)

Outside:

Front: Substantial car park fronting Coleshill Road and extending to an area of 0.24 acres (969.6sq.mtrs) and Paved forecourt.
Rear: Enclosed Rear Service Yard with Store Room: 14.81sq.mtrs (159sq.ft) including refrigeration unit, Beer Cellar: 20.14sq.mtrs (216sq.ft) and Separate Paved Beer Garden with seating.

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



Freehold Vacant Country Pub/Business Opportunity & Car Park with Potential
*Guide Price: £350,000 - £380,000 (+ 20% VAT) (+Fees)



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

LOT 9

Freehold Vacant Hotel Premises with Redevelopment Potential

*Guide Price: £225,000 - £245,000 (+Fees)

The Hop Pole Hotel, 9 Market Square, Bromyard, Herefordshire, HR7 4BP



Property Description:

An attractive and prominent freehold Town Centre Grade II listed hotel premises located in the well regarded Market Town of Bromyard and set back behind Market Square which provides informal car parking. The property is of three storey brick construction surmounted by a pitched tile clad roof and has previously traded as a Public House/Restaurant and Hotel having 10 let-able rooms with ancillary staff accommodation. Bromyard comprises of a popular town located off the A44 approximately 10 miles distance from both Worcester and Hereford County Towns.

Planning:

The current owner has submitted a pre-application advice request along with preliminary drawings to Herefordshire Council regarding the change of use and conversion of the Hop Pole to form 9 residential apartments with two of the ground floor apartments having storage facilities in the cellar beneath and the three second floor apartments having attic space above them. They have received a positive response and a copy of the correspondence is available to view on the Legal Pack.

Accommodation:

Ground Floor

Bar with Open Plan Lounge, Dining and Games Area with many traditional period features: 140.24sq.mtrs (1,509sq.ft)

Cellar Access comprising of Four Rooms totalling 67.94sq.mtrs (731sq.ft)

Inner Hall with Store Cupboard, Kitchen: 12.97sq.mtrs (139sq.ft)

Wash-up Room: 7.21sq.mtrs (77sq.ft)

First Floor

Stairs and Landing with Laundry Cupboard, Bedroom One (Double), Dining/Function Room: 50.72sq.mtrs (545sq.ft) with Bar and Kitchenette, Private Staff Quarters comprising Hallway, Double Bedroom, Lounge, Bathroom with bath, wash basin and wc

Second Floor

Stairs and Landing, 9 Double Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

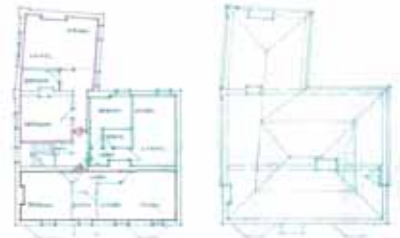
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Proposed Plans, Second Floor & Roof Space



Proposed Plans, Ground & First Floor



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LOT 10

Freehold Vacant Retail Shop and Living Accommodation

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

14 Carters Green, West Bromwich, West Midlands B70 9LW

Property Description:

A three storey mid-terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property comprises of having a ground floor retail unit and living accommodation to both the rear of the ground floor, first and second floors. The retail unit has been trading as a Newsagents and the living accommodation benefits from having UPVC double glazing and gas fired central heating and is generally up for sale in a presentable condition. The property is located on Carters Green which is a continuation of West Bromwich High Street which offers a wide range of shops and amenities

Accommodation:

Ground Floor

Retail Area 31.37 sq.mtrs (338 sq.ft), Store Room 4.66 sq.mtrs (50 sq.ft), Kitchen Area (irregular shaped room) measuring 1.29 mtrs minimum 3.08 mtrs maximum by 5.08 mtrs, Room 1 7.34 sq.mtrs (79 sq.ft), Bathroom having panelled bath, wash basin and WC

First Floor

Kitchen and Lounge, Stairs

Second Floor

2 Bedrooms

Outside:

Small yard

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

Viewings: Via Cottons – 0121 247 2233



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LOT 11
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £200,000 - £220,000 (+Fees)

13 Frankston Avenue, Stony Stratford, Milton Keynes, Buckinghamshire MK11 1DR
Property Description:

A traditional two storey semi detached house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a small foregarden and benefiting from mostly UPVC double glazed windows and gas fired central heating.

Frankston Avenue leads directly off Ancell Road and forms part of an established residential area conveniently located within approximately half a mile from Stony Stratford High Street which provides access to a wide range of retail shops and amenities.

Stony Stratford comprises of an historic town located off Watling Street (A5) approximately five miles to the north west of Milton Keynes.

Accommodation:
Ground Floor

Entrance Hall with pantry, Front Reception Room, Dining Kitchen, Rear Entrance Hall, Cloak Room with wc

First Floor

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

Outside:

Front: Small foregarden and side pathway to rear

Rear; Pedestrian side gated access to yard and garden with a steel clad shed/store

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

Viewings: Via Cottons - 0121 2472233


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LOT 12

Freehold Hot Food Take Away Investment

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

Donsai, Stafford Road, Huntington, Cannock, Staffordshire WS12 4NQ

Property Description:

A single storey property of part rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a hard-standing forecourt which allows for customer parking.

The property is located on the Stafford Road (A34) close to the junction with Fern Road.

Tenancy Information

The premises are Let on a Lease from 16th April 2007 for the term of 25 years at a current rental of £10,400pa. We have been advised that there are rent reviews every 3 years, please see legal pack for details.

Planning:

This site may offer some future development potential or be suitable for a range of alternate uses and all interested parties should discuss any proposals with Local Planning Department, prior to bidding.

Accommodation:

The property has not been internally inspected by the auctioneers however we have referred to the Valuation Office Agency (VOA) website which contains the following information.

Ground Floor

Retail/Takeaway Area: 24.1sq.mtrs (259sq.ft.), Kitchen: 23sq.mtrs (247sq.ft.),



Production Area: 8.5sq.mtrs. (91sq.ft.), Storage: 47sq.mtrs (505sq.ft.), Staff Toilets.

Gross Internal Area: 102.6sq.mtrs.

(1,104 sq. ft.)

Outside

Front: Customer Car Park
Rear: Garden

Viewings: Via Cottons 0121 247 2233

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



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

LOT 13

Freehold Land with Potential & Advertising Hoarding (Income: £3,000 p.a.)

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

Land Adj. 37 Manor Road, Ettingshall, Wolverhampton, WV4 6JS

Property Description:

A rectangular parcel of land extending to an area of approximately 176 sq.mtrs and prominently situated fronting the busy road junction of Manor Road (A4126) and Parkfield Road, located approximately two miles to the south east of Wolverhampton City Centre.

Advertising Hoardings:

Hoarding 1: Let from 1st May 2018 on a 7 years contract (with a break clause for either party providing a minimum 6 month notice) at an income of £1,500 per annum.

Hoarding 2: Let from 1st November 2018 on a 7 years contract (with a break clause for either party providing a minimum 6 month notice) at an income of £1,500 per annum.

Total Income: £3,000 per annum.

Planning:

The whole site or the land behind the billboards may have potential for alternative use/redevelopment (subject to the appropriate planning permission) and all interested parties should discuss any proposals for the land prior to bidding with the local planning department at Wolverhampton City council.

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 14
Freehold Vacant Social Club - Site Area 0.33 acres

*Guide Price: £480,000 - £520,000 (+Fees)

Lions Club, Harrison Road, Erdington, Birmingham, B24 9AA

Property Description:

A substantial social club known as the Lions Club (formerly The Bromford Club), of part single-storey, part two-storey brick construction, accessed from a car park leading off Church Road. The property provides extensive and well laid out accommodation with reception area, two function rooms/bars and an additional bar/function room to the first floor and occupies a generous site with customer car park.

The property fronts Harrison Road however the car park is accessed from the rear off Church Road which leads off Erdington High Street, close to the junction with Six Ways Island. The property is adjacent to a Saint Barnabus Church and forms part of a predominantly residential area situated within approx. 1.7 mile from M6 Motorway Junction 6 and the Aston Expressway allowing for direct access to Birmingham City Centre.

Planning

The property/site may offer future development potential or be suitable for a range of alternative uses and all interested parties should discuss any proposals with Birmingham City Council Planning Department prior to bidding.

Ground Floor

Access from the car park to Hallway, Function Room One (171.05 sq.m), Commercial Kitchen, Male, Female and Disabled Toilets, Central Bar which serves both Function Rooms, Function Room Two (179.69 sq.m), additional Kitchen Facilities, Storage.

First Floor

Bar & Seating area (123.8 sq.m), Kitchen behind Bar, Male & Female Toilets

Outside:

Generous customer park leading off Church Road.

Total Site Area 0.33 acres (1,347.3 sq.m)

Viewings: Via Cottons 0121 247 2233

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



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



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



LOT 15

Freehold Vacant Offices, Self Contained Flat and Yard

*Guide Price: £180,000 - £195,000 (+Fees)

Gwendene, Neachells Lane, Willenhall, West Midlands WV13 3RG

Property Description:

A part single part two storey building of part rendered brick construction surmounted by a tiled roof set back from the road behind a tarmacadam covered forecourt and driveway to secured double gates giving access to rear storage yard. The property is situated on a site extending to an area of approximately 659.66 sq.mtrs (7100 sq.ft) the property consists of ground floor offices, first floor self-contained one bedroom flat with separate entrance and a storage yard to the rear. The property is offered for sale in presentable condition and located on Neachells Lane close to the junction with Strawberry Lane.

Accommodation:

Ground Floor:

Office Area 1, 41.89 mtrs.sq (451 sq.ft), Kitchen Area 5.34 sq.ft (57 sq.ft), Rear Office 4.32 sq.mtrs (46 sq.ft), Office Area 2, 30.38 sq.mtrs (327 sq.ft), Meeting Room 8.86 sq.mtrs (95 sq.ft), WC

First Floor Flat:

Accessed via a separate entrance from the front

Having Lounge, Bedroom, Kitchen and bathroom having panelled bath, wash basin and WC

Outside:

Tarmacadam covered forecourt allowing for off road parking and driveway giving access to the gated rear storage yard

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

Viewings – Via Cottons – 0121 247 2233



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LOT 16
Long Leasehold Industrial Investment - Four Units with Parking
 *Guide Price: £135,000 - £150,000 (+ 20% VAT) (+Fees)

Units L, M, N & O The Wallows Industrial Estate Fens Pool Avenue, Brierley Hill, DY5 1QA

Property Description:

The property comprises four modern light industrial/warehouse units, all of which are let and income producing.

The property is located on The Wallows Industrial Estate, within one mile of The Merry Hill Centre and Brierley Hill Town Centre and five miles from the M5 motorway junctions 2 (Oldbury) and 3 (Quinton).

The units occupy a middle of terrace position and comprise modern, purpose-built, single-storey workshops/warehouse buildings of brick and block construction with pitched interlocking concrete tile roofs and solid concrete floors, serviced from a central courtyard and car parking area (8 spaces included).

Each unit is self-contained and has toilet, kitchen facilities, steel roller shutter doors to the main workshop/warehouse areas and two car parking spaces.

The property is likely to be of interest primarily to private investors, although may suit owner-occupiers looking to derive an investment income.

Tenancy Details:

Unit L: Let on a lease for a term of 3 years, commencing 18th August 2017, at a rent of £4,200 per annum, exclusive, plus VAT.

Unit M: Let on a lease for a term of 3 years, commencing 26th March 2018, at a rent of £3,600 per annum, exclusive, plus VAT.

Unit N: Let on a lease for an initial term of one year (now rolling over), commencing 3rd May 2011, at a rent of £3,900 per annum, exclusive, plus VAT.

Unit O: Let on a new lease for a term of 5 years, commencing 8th October 2018, at a rent of £4,500 per annum, exclusive, plus VAT and subject to a third year rent review.

Total Rental Income: £16,200 per annum

Accommodation
Unit L:

Café: 58.1 sq m (625 sq ft).

Unit M:

Workshop/Warehouse: (Not inspected by Auctioneers) 58.1 sq m (625 sq ft)
 [Floor area based on external inspection, coupled with an assessment of the valuation appearing on the Valuation Office Agency Website]

Unit N:

Workshop: 58.1 sq m (625 sq ft)

Unit O:

Workshop/Warehouse: 58.1 sq m (625 sq ft)

Outside:

8 Car parking spaces (2 per unit)

Leasehold Information:

Lease Term: 125 years from 25 March 1986
 Ground Rent: One peppercorn.

We understand the Freeholders and Managing Agents levy a service charge in respect of looking after the site and providing buildings insurance. Please refer to the Legal Pack for full details.


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 17

The Royal Oak, South Street, Leominster, Herefordshire HR6 8JA



Property Description:

A substantial Grade II listed hotel premises located in the historic market town of Leominster and located at the junction with Etnam Street and South Street. The property is of three storey brick construction surmounted by a pitched tile clad roof along with a substantial car park to the rear and is situated in a site extending to approximately 0.43 acres (1,737.44 sq.m). The property has previously traded as a public house, restaurant and hotel having 21 let-able rooms, bar areas, restaurant and staff living quarters, there has been a large single storey extension to the rear which has previously been used for private functions. The property does require some modernisation and improvement. Leominster is a popular market town located off the A44 approximately 12 miles north of the City of Hereford. The building has not been measured internally however the ground floor footprint extends to approximately 872.12 sq.mt. (9,387 sq.ft). The property may be suitable for a variety of uses such as conversion to residential usage however all interested parties must satisfy themselves in full with Herefordshire Council with any proposals they may have prior to bidding.

Accommodation:

Lower Ground Floor

Having Lounge Area, Cellar, Male and Female WC's, Bar and Nightclub.

Ground Floor

Reception Area and Hall, Lounge Bar, Rear Bar, Kitchenette, Male and Female WC x 2, Office, Restaurant, Foyer, Kitchen, Store Area x 3, Preparation Area, Laundry room, Function room, Stairs,

First Floor

Having Bedrooms 1 to 8 (all with en-suite), Residents Lounge, Small Function Room, Large Function Room, Laundry Room, Kitchen, Further Bedroom and Bathroom, Stairs

Second Floor

14 Bedrooms, (10 with en-suite).

Outside:

Annex providing additional accommodation with 2 rooms having Lounge Area with kitchen, Bedroom, Bathroom with panelled bath, wash basin and WC, Large tarmac covered car park with access of Etnam street having numerous brick built stores and garage ports

Legal Documents –

Available at www.cottons.co.uk

Viewings

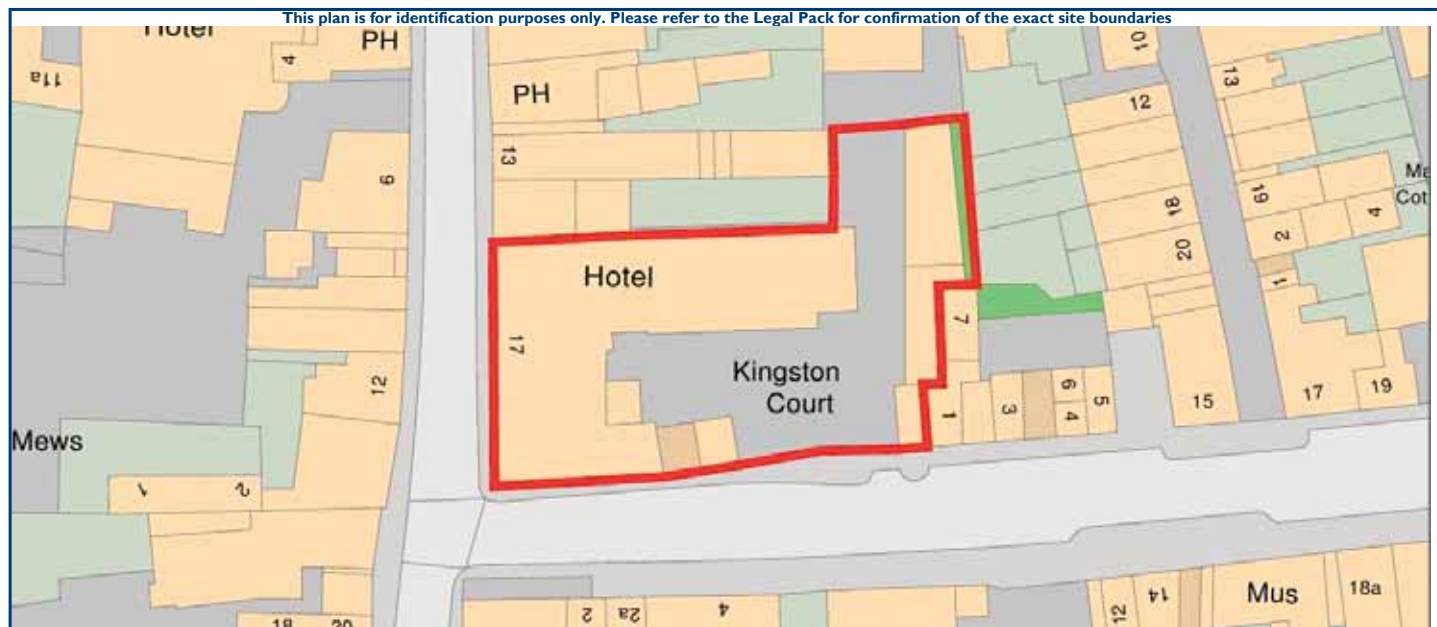
Via Cottons – 0121 247 2233



Freehold Vacant Hotel Premises with Redevelopment Potential
*Guide Price: £520,000 - £580,000 (+Fees)



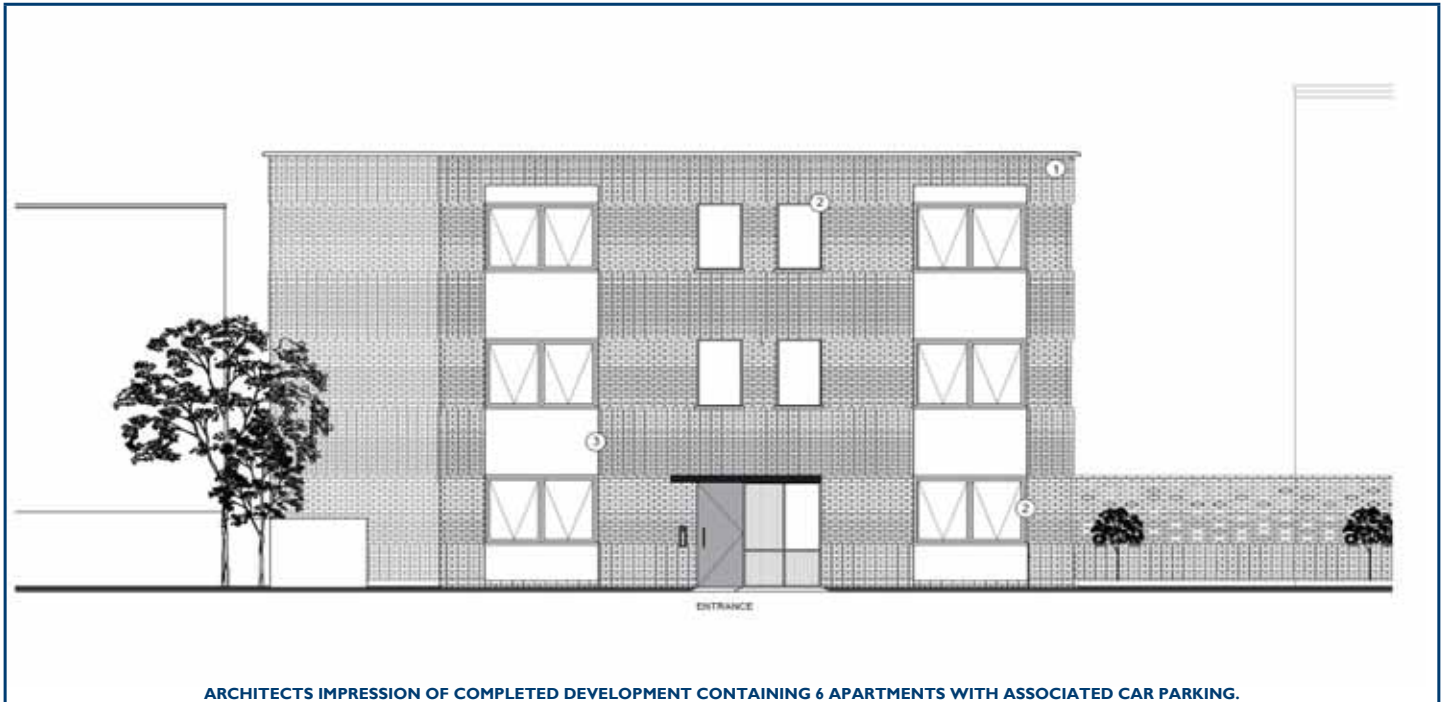
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries



LOT 18

Freehold Development Opportunity (Planning Consent for 6 Flats) *Guide Price: £160,000 - £175,000 (+Fees)

Land to the Rear of 317-331 Fox Hollies Road, Acocks Green, Birmingham, B27 7PS



Property Description:

The site is located within the popular and well regarded residential area of Acocks Green, Birmingham, situated behind a commercial parade of retail shops on Fox Hollies Road (A4040) close to the border with Hall Green. The site is within walking distance to local shops and amenities and is situated three miles to the south east of Birmingham City Centre and a quarter of a mile from Spring Road Train Station.

The existing site operates as car parking/amenity space for the units between 317-331 Fox Hollies Road and is now surplus to requirements. The site area extends to circa. 0.21 acres (846 sq m).

Planning

Planning consent has been granted by Birmingham City Council (Planning Application No. 2017/10244/PA, following amendment to original Planning Application No. 2016/08630/PA), for the erection of a detached residential development comprising six apartments with associated parking and amenity.

Proposed Accommodation:

Flat One (Ground Floor)

Hallway, open plan living/dining/kitchen, bedroom and bathroom - 50sqm.

Flat Two (Ground Floor)

Hallway, open plan living/dining/kitchen, two bedrooms and bathroom - 74sqm.

Flat Three (First Floor)

Hallway, open plan living/dining/kitchen, bedroom, study room and bathroom - 58sqm.

Flat Four (First Floor)

Hallway, open plan living/dining/kitchen, two bedrooms and bathroom - 74sqm.

Flat Five (Second Floor)

Hallway, open plan living/dining/kitchen, bedroom, study room and bathroom - 58sqm.

Flat Six (Second Floor)

Hallway, open plan living/dining/kitchen, two bedrooms and bathroom - 74sqm.

Each flat has been designed whereby the living rooms will all have south facing aspect towards 'Curtis Gardens' (Green Open Space).

Parking

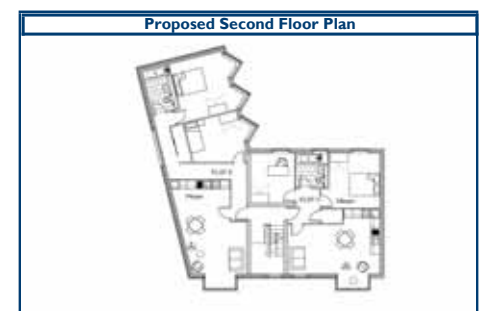
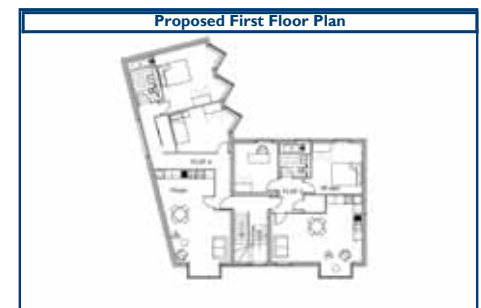
Each Flat will benefit from one allocated parking space, with three visitor parking bays.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 19
Freehold Development Land (Planning for 5 Holiday Lodges)

*Guide Price: £125,000 - £145,000 (+Fees)

**The Old Orchard Adj to Brockington Hall Golf Club, Bodenham, Hereford, Herefordshire
 HRI 3HX**
Property Description:

A development and potential investment opportunity comprising a roughly rectangular shaped parcel of land extending to approximately 0.18 acres (1776 sq.mtrs) and benefiting from Planning Permission for 5 new holiday lodges and bike store. The site is situated in a rural location adjacent to Brockington Hall Gold Club and Tea Rooms and within walking distance to Bodenham Village Centre. Brockington Hall is located off the A417. Development has commenced on site with the foundations in part having been laid and inspected by the appointed building inspector

Planning

Planning Permission was granted by Herefordshire District Council (RefDCNC2006/0966/F) and dated 14th June 2006 for 5 new holiday lodges and bike store. A copy of the Planning Consent and all associated documents are available for inspection on Herefordshire District Council's website or from the Auctioneers

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 20

Freehold Land with Potential Development

*Guide Price: £135,000 - £155,000 (+Fees)

Land Adj to Brockington Hall Golf Club, Bodenham, Hereford, Herefordshire HR1 3HX

Property Description:

A roughly rectangular shaped parcel of land extending to approximately 0.66 acres (2676 sq.mtrs). The site is situated in a rural location adjacent to Brockington Hall Golf Club and Tea Rooms and within walking distance to Bodenham Village Centre. The Land is also adjacent to a recently constructed exclusive village development known as England's Field consisting of forty 3, 4 and 5 bedroom homes. Brockington Hall is located off the A417.

Planning

Planning Permission was refused by Herefordshire District Council (Ref 174285 and 174286) and dated 20th June 2018 for a Proposed development of three residential dwellings on garden land. The plans detail 3 four bedroom detached properties. The current owners have been in discussions with a chartered Town Planner regarding an appeal and received a positive response. A copy of the Planning applications, drawings and response to enquiries are available to view on the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 21
Freehold Residential Building Plot - Consent for Detached Dwelling

*Guide Price: £104,000 to £112,000 (+Fees)

Residential Building Plot Adj, 1 Cleevemount Close, Cheltenham, Gloucestershire GL52 3HW
Property Description:

A residential building plot having consent for the construction of a detached dwelling house with three bedrooms situated in a well regarded and popular residential area and located adjacent to number 1 Cleevemount Close. The plot comprises of former garden land, triangular in shape with a wide street frontage and situated in a road containing a range of modern semi-detached dwelling houses and bungalows. The plot extends to an area of approximately 290sq.mtrs (3,121sq.ft). Cleevemount Close leads via Windsor Street off Prestbury Road which provides direct access to Cheltenham Town Centre being within less than one mile to the south.

Planning

Planning consent was granted by Cheltenham Borough Council on 16th October 2014 (Ref: 14/01085/FUL) for the erection of a detached two storey dwelling house. The decision notice stipulated that the development permitted shall be begun before the expiration of five years from the date of the permission. Architects' plans approved with the planning consent detailed a dwelling with the following:

Proposed Accommodation

Ground Floor: Hall, Cloak Room with wc, Open Plan Dining Room/Kitchen, Lounge

First Floor: Bedroom One (double), Bedroom Two (double), Bedroom Three/Study, Bathroom

Outside: Car parking and gardens

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

Viewings: External Only



ARCHITECTS IMPRESSION OF COMPLETED THREE BEDROOM DETACHED DWELLING HOUSE



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


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 £950 (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
Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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 22

Freehold Vacant Three Bedroom Detached House

*Guide Price: £175,000 - £185,000 (+Fees)

21 Red House Park Road, Great Barr, Birmingham, B43 6ND



Property Description:

A recently refurbished detached house of two-story brick construction, benefitting from UPVC double glazing and combi gas central heating and three bedrooms. The property also provides for off-road parking and integrated garage with up and over garage door.

The property is well located in Great Barr, within close proximity to Red House Park, local shops, amenities, schools and commuter routes to Birmingham City Centre and the Midland's Motorway Networks.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Living/Dining Room, Re-fitted Kitchen, brick built Lean-to/Utility Area.

First Floor

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

Outside:

Front: Driveway, allowing for off-road parking, garage and lawned foregarden.

Rear: Paved Patio Area and lawned garden.

Legal Documents:

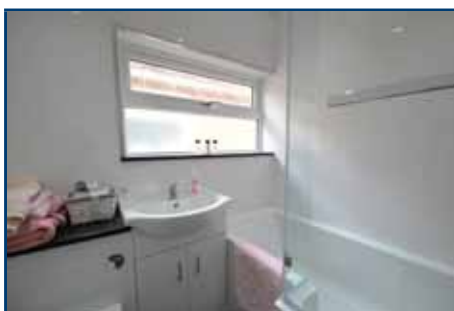
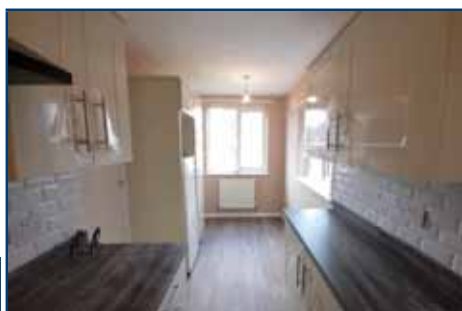
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Please Note:

Completion will be 56 days from exchange of contracts or earlier by mutual agreement.



LOT 23
Freehold Development Opportunity - Consent for a Bespoke Dwelling
 *Guide Price: £90,000 - £98,000 (+Fees)

Blue Cedar Lodge, 230 Hollymoor Way, Northfield, Birmingham, West Midlands, B31 5HE

Property Description:

A unique development opportunity comprising of the conversion of an existing garage premises into a bespoke three bedroom dwelling house. The property is set within a plot of land located to the rear of 232 Hollymoor Way extending to 0.12 acres (471 sq.mtrs) and accessed via a right of way directly off Hollymoor Way to a private driveway leading to the subject property. The property was originally built as an Ambulance garage servicing the adjacent Hollymoor Hospital and is of cavity brick construction with high ceilings extending to approximately 3.54 metres and surmounted by a hipped tile clad roof.

Hollymoor Way forms part of an established residential area containing a range of modern development and leads via Tessall Lane and Frankley Beeches Road off Bristol Road South (A38). Both Northfield and Longbridge Town Centres are within approximately one mile and Birmingham City Centre lies within approximately four miles to the north east.

Planning

Planning consent was granted by Birmingham City Council on 25th February 2015 (Ref: 2014/08076/PA) for the alteration, refurbishment and extension of former ambulance station building to form a dwelling house and erection of two double garages. The seller is in receipt of correspondence

from Birmingham City Council dated 6th March 2017 acknowledging that development works commenced during the planning time frame and the planning consent has been implemented. A copy of the correspondence is available within the legal pack. Architects' drawings approved with the planning consent detailed a two storey dwelling containing the following:

Proposed Accommodation

Ground Floor: Open Plan Hallway, Kitchen and Lounge, Utility Room and Toilet with wc and wash basin

First Floor: Stairs and Landing, Three Bedrooms, Bathroom with bath, shower, wash basin and wc

Outside: Driveway to car parking, private gardens and garages

All interested parties should satisfy themselves prior to bidding in respect of the implementation of the planning consent.

Current Accommodation

Garage (former ambulance station): Gross Internal Area: 54.32sq.mtrs (584sq.ft), ceiling height: 3.54sq.mtrs (11.6ft), currently partitioned to provide Living Area, Makeshift Kitchen and Shower Room with wc.

Wooden Lodge: 16.57sq.mtrs (178sq.ft) comprising of one room and used as an office premises.

Note: Mains water, electric, gas (no metre) and telephone/broadband are connected.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



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



Architects Impression in accordance with Planning Consent
Ref: 2014/08076/PA



LOT 24

Freehold Retail Investment and Development Opportunity

*Guide Price: £115,000 - £125,000 (+Fees)

39, 39a & 40 Market Place, Willenhall, West Midlands, WV13 2AA



Property Description:

A pair of shops with ancillary accommodation above, of two storey brickwork construction with a predominantly pitched tiled roof, potentially capable of being converted for residential purposes.

One of the shops and the first floor premises are let and income producing whereas the second shop is vacant and in need of some improvement before seeking to secure a new tenant.

The first floor premises are self contained with separate rear access and upon a purchaser negotiating a surrender with the current shop tenant may be capable of being converted for residential purposes, so as to form a larger-style single flat or perhaps subject to statutory consents, two smaller residential units.

Willenhall is a densely populated, historic industrial town in the Black Country and Market Place is located in the pedestrianised part of the town centre, adjacent to national multiple retailers. Furthermore, on market days, the open street market held in Market Place attracts significant business to the town.

The National Motorway Network is accessible at Junction 10 of the M6 Motorway, approximately 2 miles to the East.

39 Market Place and 39A Market Place (entire first floor premises) are let and occupied as a shop selling new and second hand goods, whereas 40 Market Place although currently unoccupied, was formerly established as a Greengrocers Shop. The property is likely to be of interest primarily to private investors and developers.

Accommodation:

Ground Floor

39 Market Place

Retail Area: 44.4 sq m (478 sq ft)

40 Market Place

Retail Area: 20.4 sq m (220 sq ft), Basement Store: 29.1 sq m

First Floor

39A Market Place

Offices, Stores and Toilets 54.8 sq.mtrs (590 sq.ft) (Information based on floor areas adopted for rating purposes, as appearing on the Valuation Office Agency Website).

Lease Details

39 & 39A Market Place

Subject to a Lease dated 30th November 2011 for a term of 3 years commencing 30th November 2011 at an initial rent of £8,500 per annum exclusive, subsequently reduced to £7,500 per annum, exclusive, in lieu of a possible informal surrender of the first floor premises. This lease is continuing by virtue of Landlord and Tenant Act Legislation.

40 Market Place

Currently Vacant

Planning

An application was made (Application No. 18/0055) to Walsall Council in relation to the first floor premises, 39A Market Place, for prior approval for change of use from offices (B1(A)) to dwellings (C3). On 23rd March 2018, the Local Planning Authority, Walsall Council, confirmed and prior approval is required and the details of the development proposed were approved.

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

Viewings: Via Cottons - 0121 247 2233

pbg CHARTERED SURVEYORS



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

LOT 25
Leasehold Vacant Maisonette with Two Bedrooms & Parking Space

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

84 Warren Close, Tipton, West Midlands DY4 9PG
Property Description:

A purpose built first floor maisonette forming part of a two storey property of brick construction with pitched tile clad roof, providing well laid out accommodation, benefiting from two bedrooms, UPVC double glazed windows, gas fired central heating and allocated car parking space.

Warren Close comprises of a cul-de-sac and leads directly off Upper Church Lane (B4163), conveniently within approximately half a mile from Tipton Railway Station, two miles to the north of Dudley Town Centre and three miles west of West Bromwich Town Centre.

Accommodation:
Ground Floor

Entrance Hall

First Floor

Stairs and Landing with store cupboard, Lounge/Dining Room, Kitchen with a range of modern units, Bedroom One (double), Bedroom Two (single), Bathroom with panelled bath, pedestal wash basin and wc.

Outside:

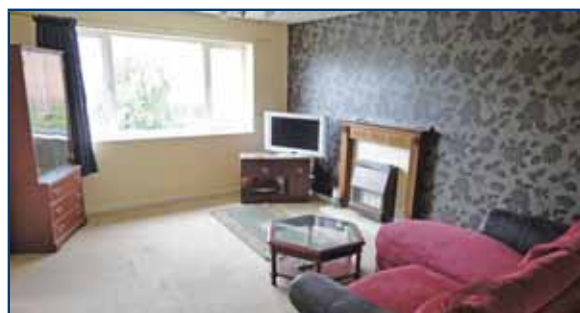
Allocated Car Parking Space

Leasehold Information

Lease Term: 99 Years from 25th December 1975

Ground Rent: Currently £45 per annum

Legal Documents:

 Available at www.cottons.co.uk
Viewings: Via Cottons - 0121 2472233

LOT 26
Freehold Development Land (Planning for Two Houses)

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

Land at Union Place (off Sydnall Road), Longford, Coventry, West Midlands CV6 6BW
Property Description:

A parcel of Freehold land, roughly rectangular in shape, and extending to an area of 411.49 sq m (4,429 sq.ft).

The plot is situated within a predominantly residential area. It is located between residential dwellings, which are situated to the east and west of the site and to the north and south by community uses.

The land is situated directly fronting Union Place being a non-adopted highway, which leads off Sydnall Road, adjacent to Coventry Canal and which in turn leads off Bedworth Road.

The land is conveniently within approximately one mile distance from the M6 Motorway (Junction 3) and approximately three miles to the north of Coventry City Centre.

Planning:

Outline Planning Consent was granted by Coventry City Council (Ref OUT/2017/2879 and dated the 12th of April 2018) for the erection of 2 residential dwellings. The plans approved for the planning consent detail are for two detached houses with the following accommodation:

Proposed Accommodation:
Ground Floor

Entrance Hallway, Lounge, Kitchen, WC, Stairs,

First Floor

Landing, 3 Bedrooms and Bathroom

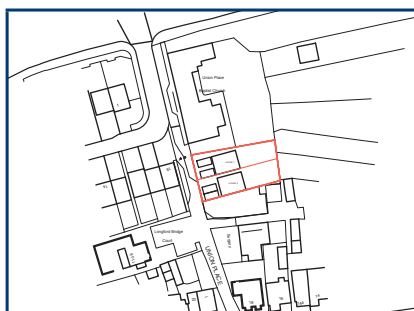
Second Floor

Bedroom 4

Outside:

Parking to the front and lawned gardens to the rear

 A copy of the Architects plans are available to view from Coventry City Council's web page www.coventry.gov.uk
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 site boundaries

LOT 27

Freehold Investment Comprising of a Modern Semi Detached House

*Guide Price: £120,000 - £128,000 (+Fees)

By Instruction of The Joint LPA Receivers

130 Dorchester Way, Coventry, West Midlands CV2 2LU

Property Description:

A modern two storey semi detached house surmounted by a pitched interlocking tile clad roof, occupying a corner position at the junction of Dorchester Way and Winborne Drive.

Dorchester Way forms part of a modern residential estate and leads directly off Clifford Bridge Road (B4082), conveniently within approximately half a mile from University Hospital Coventry, two miles from both The M6 and M69 Motorways and three miles to the east of Coventry City Centre. The property is currently let on an Assured Shorthold Tenancy for a term of 12 months expiring 30th June 2019 at a rental of £360 per calendar month (£4,320 per annum).

Accommodation:

The Auctioneers have not carried out an internal inspection of the property. The property is understood, but not guaranteed, to have the following accommodation. All interested parties should satisfy themselves prior to bidding in respect of the accommodation:

Ground Floor

Hall, Kitchen and Living Room



First Floor

Three Bedrooms, Bathroom

Outside: Driveway, Integral Garage, Front & Rear Gardens

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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- ✓ 2nd Tuesday - Coventry (Village Hotel)
- ✓ 3rd Thursday - Birmingham (NEC Crowne Plaza)
- ✓ 4th Wednesday - Black Country (Village Hotel)

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--- 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.

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

LOT 28**LATE ENTRY - Freehold Vacant Three Bedroom House - LATE ENTRY**

*Guide Price: £100,000 - £107,000 (+Fees)

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY**170 Birdbrook Road, Great Barr, Birmingham, West Midlands, B44 8RY****Property Description:**

A traditional mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof and benefiting from three bedrooms, mostly UPVC double glazed windows and rear garage, in habitable condition but providing scope for modernisation and cosmetic improvement throughout.

Birdbrook Road forms part of a popular residential area and leads off Dyas Road which connects to both Aldridge Road and Kingstanding Road. Birmingham city centre is situated within approximately four miles to the south.

Accommodation:**Ground Floor**

Entrance Hall, Lounge, Full width Dining Kitchen

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single),

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

Outside:

Front: Walled foregarden

Rear: Shared pedestrian entry access, lawned garden with patio area, sheds and freestanding garage accessed from a rear right of way.

Viewings:

Block Viewings will held as follows:

Tuesday 16th October at 16:30 until 17:00

Thursday 18th October at 16:30 until 17:00



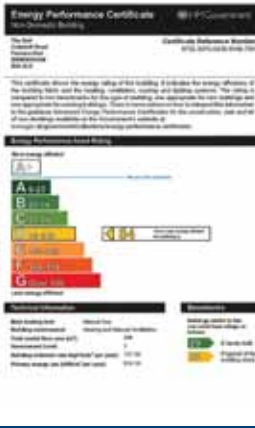

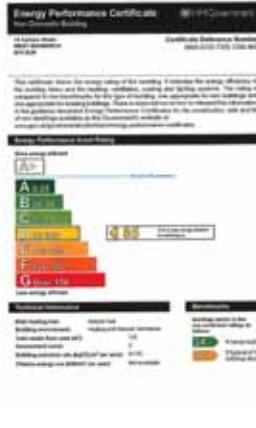

Saturday 20th October at 13:30 until 14:00

Tuesday 23rd October at 13:30 until 14:00

Legal Documents:

Available at www.cottons.co.uk



				
LOT 4	LOT 7	LOT 8	LOT 9	LOT 10
	Energy Performance Certificate The EPC for this property was commissioned on 04.10.2018 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 05.10.2018 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 08.10.2018 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 05.10.2018 This will be added to the Legal Pack and available on our website.
LOT 12	LOT 14	LOT 15	LOT 16	LOT 24

Cottons

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THURSDAY 13th DECEMBER 2018

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PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

TYPE OF BID

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

BIDDER INFORMATION

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"/>

Please provide your bank details for refund on un-successful bids.

Name of Account Holder Account No. Sort Code

BIDDER INFORMATION

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

DEPOSIT

Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>

I confirm that I have read all Terms & Conditions.

Signed	<input type="text"/>
Date	<input type="text"/>

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction, via BACS payment to the account details provided above or if not completed by cheque to the bidder information above.



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
- (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999

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

**A full copy of the Common Auction Conditions including the Glossary can be found at:
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