

**13th DECEMBER 2018**

# **Cottons**

CHARTERED SURVEYORS

## **AUCTION**

THURSDAY 13th DECEMBER 2018  
11:00 AM

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## **LOCATION**

ASTON VILLA FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE

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

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

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

### Auctioneers Advice

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.

2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.

3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.

4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.

5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.

6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

## IMPORTANT NOTICE

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

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

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

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

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **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/](http://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 49 LOTS

## Order of Sale

**Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities.**

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

- 1 7 NEWBOLD CROFT, NECHELLS, B7 4PQ
- 2 24 DAVY ROAD, WALSALL, WS2 7JA
- 3 2A CLEVEDON ROAD, BIRMINGHAM, B12 9HE
- 4 80 VICTORIA STREET, WILLENHALL, WV13 1DW
- 5 40 SUMMER ROAD, ERDINGTON, B23 6UR
- 6 261 CHERRY ORCHARD RD, HANDSWORTH WOOD, B20 2NH
- 7 FLAT 17 STOCKTON COURT, BILSTON, WV14 9SY
- 8 LAND R/O SALOP ST, OLBDURY B69 3HA
- 9 47 ATTLEE ROAD, WALSALL, WS2 0EX
- 10 87 CARTER ROAD, WOLVERHAMPTON, WV6 0PF
- 11 4 x UNITS, THE WALLOWS INDUSTRIAL ESTATE, DY5 1QA
- 12 19 BROOKE STREET, DUDLEY, DY2 8RA
- 13 21 CRESCENT ROAD, DUDLEY, DY2 0NW
- 14 205 ST. JOHNS ROAD, CANNOCK, WS11 0AJ
- 15 5 BARN LANE, HANDSWORTH, B21 0QX
- 16 FLAT 2, CANNOCK RD, HEDNESFORD, WS12 4AE
- 17 FLAT 6, CANNOCK RD, HEDNESFORD, WS12 4AE
- 18 74 HAWKSFORD CRES, WOLVERHAMPTON, WV10 9SQ
- 19 28 BIRMINGHAM STREET, OLDBURY, B69 4DS
- 20 HOP POLE HOTEL, MARKET SQ, BROMYARD, HR7 4BP
- 21 44 TRINITY ROAD, ASTON, BIRMINGHAM, B6 6AL
- 22 47 CROWTHER ST, WOLVERHAMPTON, WV10 9AG
- 23 466 BORDSELEY GREEN, BIRMINGHAM, B9 5NS
- 24 60 MARGARET ROAD, WEDNESBURY, WS10 7QT
- 25 156 DANGERFIELD LANE, WEDNESBURY, WS10 7RU
- 26 2 UPLANDS GROVE, WILLENHALL, WV13 3PE
- 27 GWENDENE HOUSE, WILLENHALL, WV13 3RG
- 28 LITTLE LONDON FARM HOUSE, ALVELEY, WV15 6HZ
- 29 137 MASSHOUSE LANE, KINGS NORTON, B38 9AD
- 30 22 OLD BROMFORD LANE, BIRMINGHAM, B8 2RG
- 31 ROYAL OAK HOTEL, SOUTH ST, LEOMINSTER, HR6 8JA
- 32 79 ANCHOR ROAD, STOKE-ON-TRENT, ST3 1JT
- 33 12 MALDEN ROAD, LIVERPOOL, L6 6BE
- 34 LAND AT HARDEN ROAD, WALSALL, WS3 1RR
- 35 LAND NORTH OF SEAN DOLAN CLOSE, B65 8BL
- 36 LAND SOUTH OF SEAN DOLAN CLOSE, B65 8BL
- 37 MISSION HALL, HALL ST, WILLENHALL, WV13 1PL
- 38 LAND AT HALL ST, WILLENHALL, WV13 1PL
- 39 LAND AT ACORN GROVE, STOURBRIDGE, DY8 4XJ
- 40 35 WALSGRAVE ROAD, STOKE, COVENTRY, CV2 4HE
- 41 104 COALWAY ROAD, BLOXWICH, WS3 2PS
- 42 2 LAUNDRY ROAD, SMETHWICK, B66 4PR
- 43 2 TAMWORTH ROAD, POLESWORTH, B78 1JH
- 44 2 GLENTHORNE ROAD, ERDINGTON, B24 9RB
- 45 40 ARNHAM ROAD, WILLENHALL, WV13 3TX
- 46 106 GRAVELLY HILL, ERDINGTON, BIRMINGHAM, B23 7PF
- 47 18 HOLTE ROAD, SPARKHILL, BIRMINGHAM, B11 2NZ
- 48 6 SADLER CRESCENT, SPARKHILL, BIRMINGHAM, B11 3LU
- 49 9 SADLER CRESCENT, SPARKHILL, BIRMINGHAM, B11 3LU

- Leasehold Vacant Residential  
Freehold Vacant Residential  
Leasehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Residential  
Leasehold Vacant Residential  
Freehold Land with Potential  
Freehold Vacant Residential  
Freehold Vacant Residential  
Leasehold Commercial Inv.  
Freehold Residential Inv.  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Land with Potential  
Leasehold Flat Investment  
Leasehold Flat Investment  
Freehold Vacant Residential  
Freehold Commercial Inv.  
Freehold Vacant Hotel  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Shop/Flat  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Premises  
Freehold Vacant Farmhouse  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Hotel  
Freehold Residential Inv.  
Freehold Student Investment  
Freehold Land with Potential  
Freehold Land  
Freehold Land  
Freehold Vacant Hall  
Freehold Land  
Freehold Land  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Cottage  
Leasehold Residential Inv.  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Residential  
Freehold Vacant Residential

### Auctioneers:

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

### Valuers:

Ian M. Axon, Sam Moxon ANAVA, Stephen D. Sutton B.Sc. (Est.Man.) FRICS, Dan O'Malley B.Sc. (Hons.) AssocRICS MNAEA

### Auction Manager:

Sue Worrall

### Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, Mark Cullen, Tina Thornton, Jason Coombes B.A, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

## IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

### ID REQUIREMENTS

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

### 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****Leasehold Vacant Ground Floor Maisonette with Three Bedrooms**

\*Guide Price: £50,000 - £57,000 (+Fees)

**7 Newbold Croft, Birmingham, West Midlands B7 4PQ****Property Description:**

A ground floor maisonette offering well laid out accommodation, benefiting from three bedrooms, UPVC double glazed windows and gas fired ventilation heating requiring cosmetic improvement and modernisation.

The property is located in a purpose built development fronting Newbold Croft which comprises of a cul-de-sac which leads off Oliver Street and leads via Avenue Road, off Lichfield Road (A5127) conveniently within one mile to the north east of Birmingham city centre.

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

Covered Entrance, Reception Hall, Kitchen,

Lounge/Dining Room, Three Bedrooms, Shower Room with glazed shower enclosure, wash basin, Separate WC

**Outside:**

Front: Gravelled foregarden

Rear: Garden with pedestrian side entrance and brick store

**Leasehold Information**

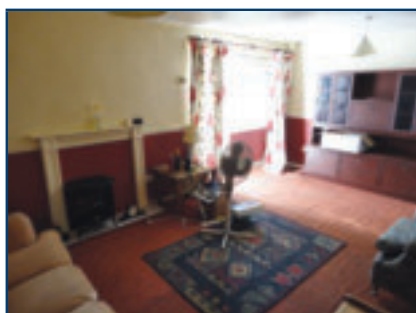
Lease Term: 125 years from 18th February 1990

Ground Rent: £10 per annum

**Legal Documents:**

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

**Viewings:** Via Cottons - 0121 2472233

**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**

**Cottons**  
 CHARTERED SURVEYORS

## LOT 2

### Freehold Vacant Mid Terraced House with Three Bedrooms

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

#### 24 Davy Road, Walsall, West Midlands WS2 7JA

##### Property Description:

A mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable condition, benefiting from part gas fired central heating, part UPVC double glazed windows, conservatory and three bedrooms.

The property is set back behind a foregarden and public open space and Davy Road forms part of the Leamore residential area, conveniently located within approximately one mile to the north of the M6 Motorway (junction 10) and approximately two miles to the north west of Walsall Town Centre.

##### Accommodation:

###### Ground Floor

Entrance Porch, Lounge, Dining Room, Shared Vestibule Side Entrance to Reception Hall, Kitchen, and Sunroom

###### First Floor

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

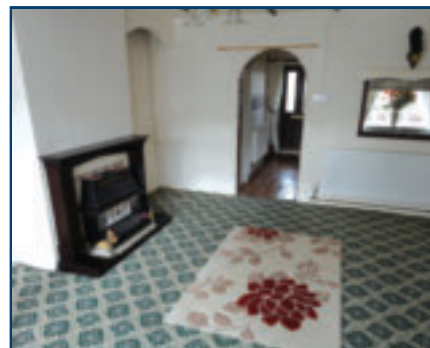
##### Outside:

Front: Lawned foregarden

Rear: Paved patio, paved and gravelled rear garden with shed and further section of garden (fenced off).

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

**Viewings:** Via Cottons - 0121 2472233



## 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 3

### Leasehold Vacant Ground Floor Maisonette

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

#### 2A Clevedon Road, Balsall Heath, Birmingham, B12 9HE

##### Property Description:

A one bedroom ground floor maisonette, situated in a purpose built block of brick construction, surmounted by a tiled roof, set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and electric heating and is offered for sale in a presentable condition throughout.

Clevedon Road is located off Balsall Heath Road and Lincoln Street and is within approximately half a miles distance from Birmingham City Centre.

##### Accommodation:

##### Ground Floor:

Entrance Porch, Lounge, Bedroom, Kitchen and Bathroom having panelled bath, wash basin and wc.

##### Outside:

**Front:** Lawned foregarden, Brick built store and communal off-road parking area.

##### Leasehold Information:

**Term:** From 24th June 1983 to the 24th June 2082.

**Ground Rent:** Refer to Legal Pack.

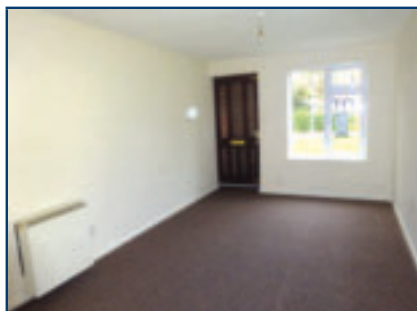
**Service Charge:** Refer to Legal Pack.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 4

### Freehold Vacant Terraced Property

\*Guide Price: £62,000 - £68,000 (+Fees)

#### 80 Victoria Street, Willenhall, West Midlands WV13 1DW

##### Property Description:

A mid-terraced property of brick construction, surmounted by a tile clad roof directly fronting the pavement. The property benefits from having UPVC double glazing, however does require some modernisation and improvement. Victoria Street can be located off Granville Street and St Anne's Road, of which both are found off Bloxwich Road South.

##### Accommodation:

##### Ground Floor

Lounge, Dining Room, Kitchen, Bathroom.

##### First Floor

Stairs and Landing, Two Double Bedrooms.

##### Outside:

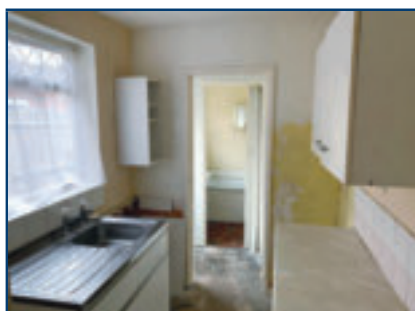
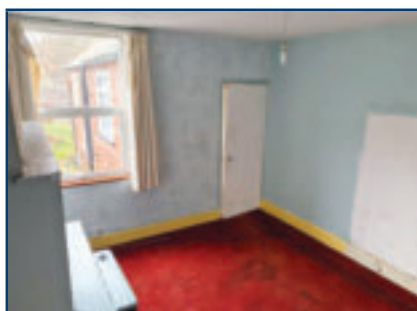
**Rear:** Garden.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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[togethernessmoney.com/preapproval](https://togethernessmoney.com/preapproval)**

\*Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the duration of the loan. 12 months as standard. No exit fee applies. Standard construction only. Any property used as security, including your home, may be repossessed if you do not keep up on repayments on a mortgage or any other debt secured on it.

**together.**

**LOT 5**
**Freehold Vacant Mid Terraced House with Two Bedrooms**

\*Guide Price: £90,000 - £98,000 (+Fees)

**40 Summer Road, Erdington, Birmingham, West Midlands B23 6UR**
**Property Description:**

A mid terraced house of traditional brick construction surmounted by a pitched tile clad roof, set back behind a walled foregarden and benefiting from gas fired central heating, UPVC double glazed windows and external doors, modern kitchen and bathroom fittings, providing well laid out accommodation but requiring cosmetic improvement throughout.

The property forms part of a popular residential area and is situated in a parade of similar terraced housing located between Oxford Road and Poplar Avenue, conveniently located within 200 metres from Erdington High Street providing access to a wide range of local retail amenities and services, a third of mile from Erdington Railway Station, one mile to the north of the M6 Motorway (junction 6) and approximately three miles from Birmingham City Centre.

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

Front Reception Room, Inner Hall with access to Cellar, Rear Reception Room, Kitchen with a range of fitted units, UPVC Double Glazed Conservatory

**First Floor**

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with corner suite comprising panelled bath, glazed shower enclosure, pedestal wash basin and wc

**Outside:**

Front: Foregarden  
Rear: Yard and garden with artificial turfed lawn

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 6**
**Freehold Vacant Semi-Detached House with Three Bedrooms**

\*Guide Price: £190,000 - PLUS (+Fees)

**261 Cherry Orchard Road, Handsworth Wood, Birmingham, West Midlands B20 2NH**
**Property Description:**

An attractive traditional semi-detached house of two storey brick construction surmounted by a hipped tile clad roof, located in a well established and popular residential area. The property offers centrally heated and double glazed three bedroom accommodation and stands on a generous plot with mature gardens with a side garage and providing significant space for extension and enlargement of the accommodation (subject to obtaining planning permission).

The property is located on Cherry Orchard Road, near its junction with Hudson Road, and is approached from Hamstead Hill. There are bus services on Hamstead Hill and Hamstead railway station (with trains running to Birmingham New Street and Walsall) is within half a mile. Local shops and amenities are available in Hamstead and the property is within two miles to the south of the M6 motorway (junction 7) and four miles to the north of Birmingham City Centre.

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

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Utility Room with wc off

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Bathroom, Separate wc

**Outside:**

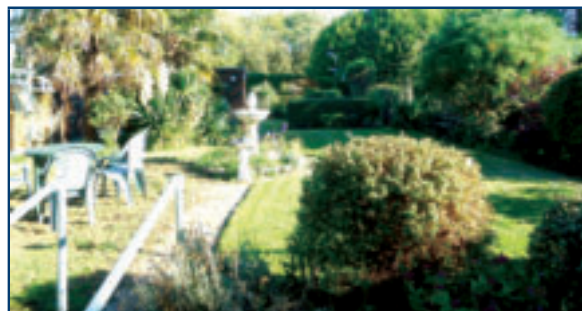
Front: Lawned front garden with driveway providing parking space and leading to a side garage  
Rear: Paved patio and a very good size rear garden with wooded outlook

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 7

### Leasehold Vacant One Bedroom Flat

\*Guide Price: £25,000 - £29,000 (+Fees)

#### Flat 17 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

##### Property Description:

A one bedroom purpose built flat situated on the third floor of a five storey development. The property benefits from having UPVC double glazing and a garage located in a separate block. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123).

##### Accommodation:

###### Ground Floor:

Communal Entrance and stairs to

###### Third Floor:

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

##### Outside:

Communal Grounds and garage

##### Lease Information:

Term : 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack

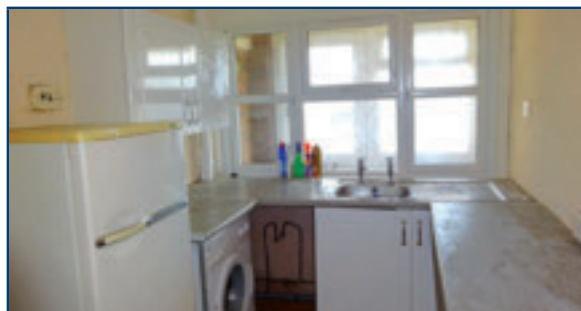
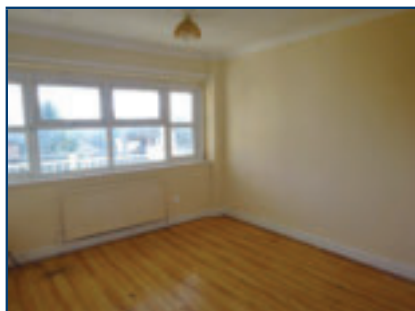
Service Charge : Refer to Legal Pack

##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233



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## LOT 8

**Freehold Land with Potential**  
 \*Guide Price: £58,000 - £64,000 (+Fees)

### Land rear of Salop Street, Albion Street, Roway Lane, Dudley Road East, Oldbury, B69 3HA

#### Property Description:

A parcel of irregular-shaped Freehold land extending to an area of approximately 0.27 hectares (0.67 acres).

The land is situated to the rear of predominantly residential properties fronting Salop Street, Albion Street, Roway Lane and Dudley Road East, with vehicular access off Salop Street, Albion Street and Roway Lane.

The land may be suitable for a variety of uses, however all interested parties must contact the Local Planning Authority at Sandwell Council to discuss any proposals they may have prior to bidding.

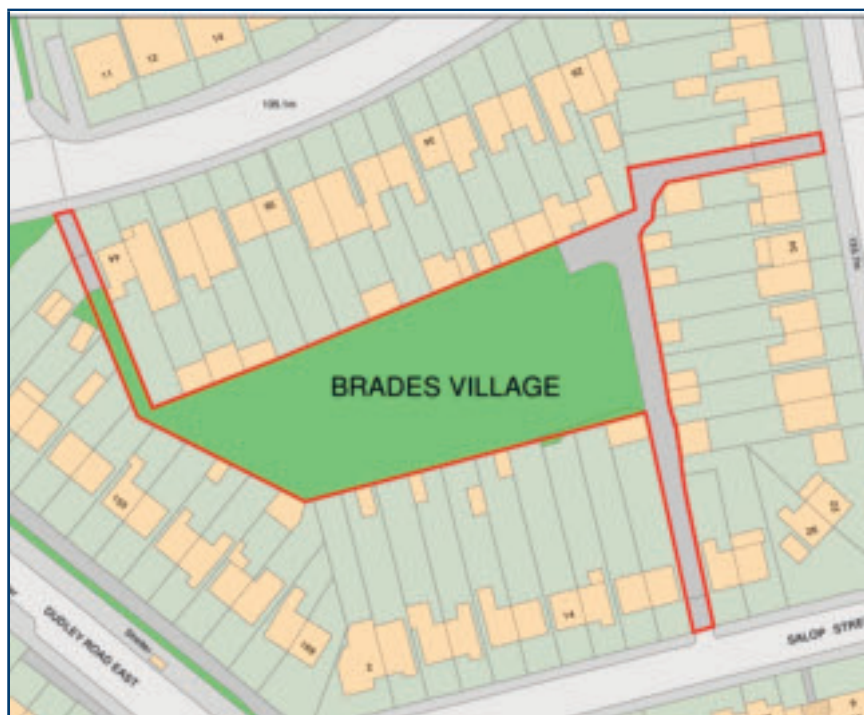
The land is situated approximately half a miles distance from Oldbury town centre and approximately 1.5 miles from Junction 2 of the M5 motorway.

#### Legal Documents:

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




Entrance Off Albion Street



Entrance Off Salop Street

### --- 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  
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## LOT 9

### Freehold Vacant Semi-Detached House with Three Bedrooms

\*Guide Price: £67,000 - £77,000 (+Fees)

#### 47 Attlee Road, Walsall, West Midlands WS2 0EX

##### Property Description:

A semi-detached house surmounted by a hipped interlocking tile clad roof, benefiting from replacement UPVC windows, gas fired central heating, three bedrooms and off road car parking.

Attlee Road forms part of an established residential area and leads directly off Churchill Road which in turn leads off Wolverhampton Road (B4464) and the property is conveniently within approximately one mile from the M6 Motorway (junction 10) and two miles to the west of Walsall Town Centre.

##### Accommodation:

###### Ground Floor

Entrance Hall, Through Lounge/Dining Room, Kitchen, Side Entrance/Utility Room

###### First Floor

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

##### Outside:

Front: Wide frontage with lawned foregarden and block paved driveway providing off road parking

Rear: Pedestrian side access, yard and lawned garden



##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 2472233

## LOT 10

### Freehold Vacant Mid-Terraced Property

\*Guide Price: £58,000 - £66,000 (+Fees)

#### 87 Carter Road, Wolverhampton, West Midlands WV6 0PF

##### Property Description:

An extended mid-terraced property of rendered brick construction, surmounted by a tiled roof, set back from the road behind a walled foregarden.

The property benefits from having UPVC double glazed windows and gas fired central heating.

Carter Road is located off Dunstall Lane and Gorsebrook Road.

##### Accommodation:

###### Ground Floor

Lounge, Dining Room, Kitchen and Bathroom.

###### First Floor

Stairs and Landing, Three Bedrooms.

##### Outside:

Front: Walled foregarden.

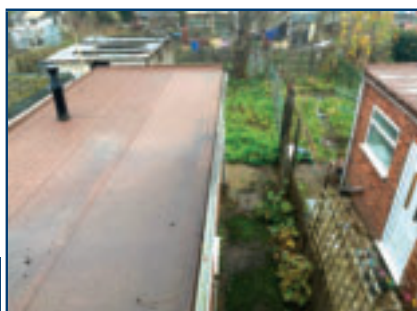
Rear: Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 11

**Long Leasehold Industrial Investment - Rental Income: £16,200 per annum**

\*Guide Price: £130,000 - £140,000 (+ 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](http://www.cottons.co.uk)

### Viewings:

Via Cottons - 0121 247 2233



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

## LOT 12

**Freehold Investment Property (HMO producing £19,800 per annum).**  
 \*Guide Price: £125,000 - £135,000 (+Fees)

**19 Brooke Street, Dudley, West Midlands, DY2 8RA**



### Property Description:

A extended end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating, the property is currently being used as a 6 bedroom HMO and the current managing agent has been in talks with the council and recently applied for the required HMO licence. The property further benefits from having 4 reception rooms along with 4 bedrooms. Brooke Street is located off both Vicar Street and Churchfield Street and the property is within walking distance to Dudley Town Centre. All six rooms are currently let producing a total rental of £19,800 per annum. A schedule of tenancies are detailed below.

### Schedule of Tenancies

Room 1 - Let on an Assured Shorthold Tenancy Agreement producing a rental of £280 pcm (£3,360 per annum)

Room 2 - Let on an Assured Shorthold Tenancy Agreement producing a rental of £280 pcm (£3,360 per annum)

Room 3 - Let on an Assured Shorthold Tenancy Agreement producing a rental of £280 pcm (£3,360 per annum)

Room 4 - Let on an Assured Shorthold Tenancy Agreement producing a rental of £280 pcm (£3,360 per annum)

Room 5 - Let on an Assured Shorthold Tenancy Agreement producing a rental of £250 pcm (£3,000 per annum)

Room 6 - Let on an Assured Shorthold Tenancy Agreement producing a rental of £280 pcm (£3,360 per annum)

**Total Rental Income:** £1,650pcm (£19,800 per annum)

### Accommodation:

#### Ground Floor

Entrance Hallway, Reception Rooms 1 to 4, Kitchen, Inner Hallway and Shower Room having shower cubicle, wash basin and WC

#### First Floor

Landing, 4 Bedrooms and Bathroom having panelled bath, wash basin and WC along with separate WC

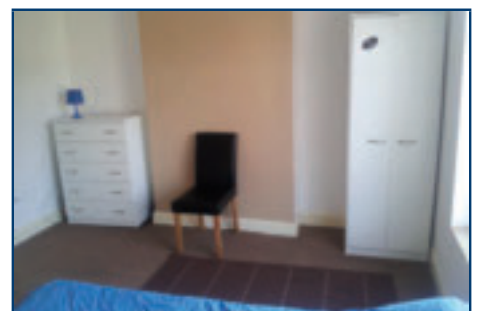
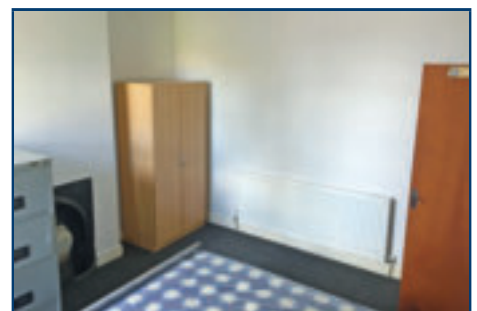
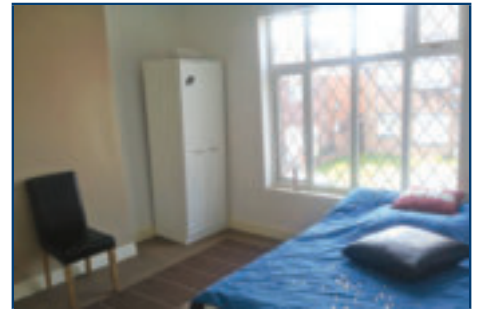
### Outside:

**Front**Front walled foregarden

**Rear**Garden

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

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



## LOT 13

### Freehold Vacant Semi-Detached House with Two Bedroom

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

#### 21 Crescent Road, Dudley, West Midlands DY2 0NW

##### Property Description:

A semi-detached house of traditional two storey brick construction surmounted by a pitched tile clad roof, occupying an elevated position, set back from the road behind a walled foregarden and benefiting from UPVC double glazed windows.

The property forms part of the established residential area of Netherton and Crescent Road comprises of a cul-de-sac which leads off Hill Street and via Simms Lane leads off Cinder Bank (A461).

The property is conveniently within approximately two miles to the south of Dudley Town Centre and local services and amenities are available in Netherton.

##### Accommodation

###### Ground Floor

Front Reception Room, Inner Hall with Cellar access, Rear Reception Room, Extended Kitchen

###### First Floor

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

###### Outside:

Front: Gravelled foregarden, pedestrian side access to rear

Rear: Garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 14

### Freehold Vacant Three Bedroom House

\*Guide Price: £78,000 - £88,000 (+Fees)

#### 205 St. Johns Road, Cannock, Staffordshire WS11 0AJ

##### Property Description:

A mid-terraced property of brick construction, set back from the road behind a walled foregarden.

The property benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in presentable condition.

St Johns Road is located off the Walsall Road (A34) and is within approximately quarter of a miles distance from Cannock Town Centre that provides a wide range of shops and amenities.

The property is also half of a miles distance from the M6 Motorway.

##### Accommodation:

###### Ground Floor

Lounge, Dining Room, Kitchen and Bathroom.

###### First Floor

Stairs and Landing, Three Bedrooms.

###### Outside:

Front: Walled foregarden.

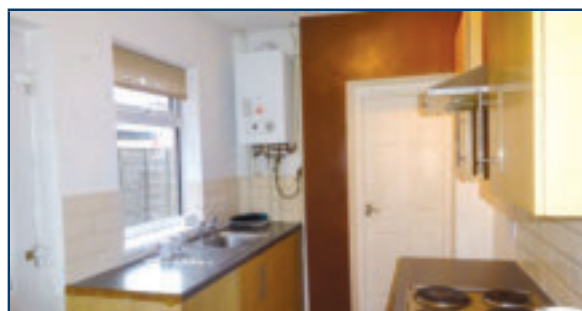
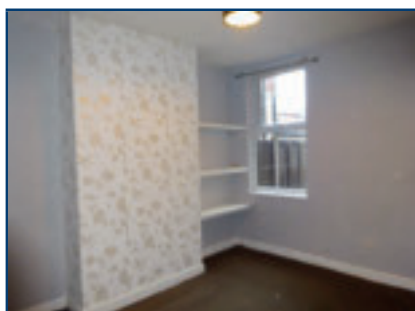
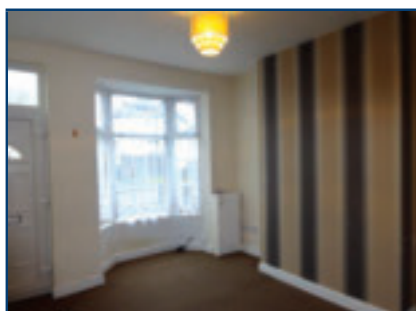
Rear: Lawned Garden.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 15

### Freehold Vacant Former Builders Yard with Development Potential

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

#### 5 Barn Lane, Handsworth, Birmingham, West Midlands B21 0QX

##### Property Description:

A valuable parcel of freehold land, irregular in shape and extending to an area of approximately 0.18 acres. The land which was previously used as a builders yard, has a frontage directly onto Barn Lane, which connects Haseley Road with Soho Road and may be suitable for a variety of alternative uses including redevelopment.

The property is situated in the heart of Handsworth surrounded by a dense residential catchment area and within is 100 metres of the popular Soho Road Shopping Centre which includes a wide variety of retail amenities and services.

##### Planning

All interested parties should contact the local planning department at Birmingham City Council prior to bidding to discuss any proposals they may have for the site. The planning history on Birmingham City Council website details that planning consent was granted on 29th November 2006 (Ref: 2006/07400/PA) for the erection of a two storey building operating as a ground floor retail unit with ancillary offices above together with associated parking. This consent has now lapsed.

**Site Area:** 0.18 acres (730sq.mtrs)

##### Legal Documents:

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



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

## LOT 16

### Leasehold Investment

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

#### Flat 2, 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 £395 per calendar month (£4,740 per annum).

##### Accommodation:

##### Ground Floor

Entrance Hallway to Flats, Stairs

##### First Floor

Flat 2 - Lounge/Kitchen, Bedroom and Shower room having shower cubicle, wash basin and WC

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

##### Leasehold Information

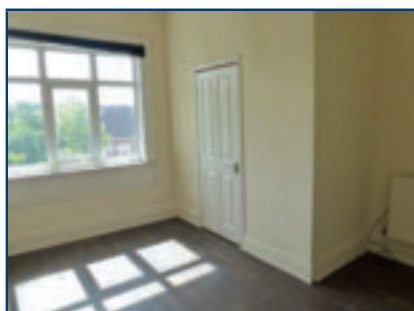
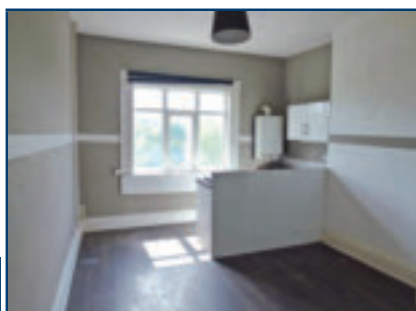
**Term** A new 125 year lease will be granted upon completion

**Rent** £50 per annum

**Service Charge** Refer to legal pack

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

**Viewings:** Via Cottons - 0121 247 223



## LOT 17

### Leasehold Investment

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

### Flat 6, 437 Cannock Road, Hednesford, Cannock, Staffordshire WS12 4AE

#### Property Description:

A second 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 £375 per calendar month (£4,500 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.

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

**Viewings:** Via Cottons – 0121 247 223

#### Accommodation:

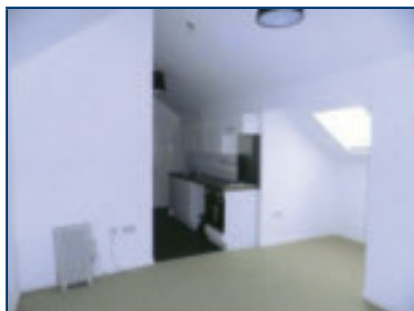
##### Ground Floor

Entrance Hallway to Flats, Stairs

##### Second Floor:

Flat 6 - Lounge, Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

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



## LOT 18

### Freehold Vacant Semi Detached House with Three Bedrooms

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

### 74 Hawksford Crescent, Wolverhampton, West Midlands WV10 9SQ

#### Property Description:

A semi-detached house of two storey brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden. The property provides well laid out accommodation benefiting from Upvc double glazed windows and gas fired central heating but requires modernisation and improvement.

Hawksford Crescent forms part of an established residential area located between Stafford Road (A449) and Cannock Road (A460), approximately two miles to the north of Wolverhampton City Centre.

#### Accommodation:

##### Ground Floor

Entrance Hall, Living Room, Kitchen, Toilet with wc, Store

##### First Floor

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

#### Outside:

Front: Foregarden with pedestrian side access.

Rear: Lawned garden

#### Viewings:

Via Cottons – 0121 247 2233

#### Legal Documents:

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



## LOT 19

### 28 Birmingham Street, Oldbury, West Midlands B69 4DS



#### Property Description:

A substantially extended three-storey property of brick construction, directly fronting the pavement. The property consists of ground floor and first floor offices with two self-contained flats to the second floor. The property benefits from having UPVC double glazing, gas fired central heating and is offered for sale generally in presentable condition. The rear of the property is accessed via a secure gated yard located off Unity Place. Birmingham Street is located in the heart of Oldbury Town Centre and is located off both Halesowen Street and Church Street.

#### Schedule of Tenancies

**Ground Floor Offices:** Let at £500 per calendar month (£6,000 per annum).

**First Floor Office:** Currently vacant.

**Flat 3:** Let on an AST, producing £365 per calendar month (£4,380 per annum).

**Flat 4:** Let on an AST, producing £400 per calendar month (£4,800 per annum).

#### Lapsed Planning:

Planning consent was granted by Sandwell Metropolitan Borough Council (Ref:DC/06/47006), and dated 16th January 2007 for a proposed third floor 2 bedroom flat/apartment to be added to the property, this planning consent has now lapsed.

#### Accommodation:

##### Ground Floor

Ground Floor Offices, having separate entrance 7.63 sq m (82 sq ft).

Main Office: 43.25 sq m (465 sq ft), Office 2: 8.62 sq m (93 sq ft), Office 3: 5.54 sq m (60 sq ft), Office 4: 20.07 sq m (216 sq ft), Vault/Safe Room (previously used as Computer Room): 15.70 sq m (169 sq ft), Male wc: 4.51 sq m (48 sq ft), Ladies wc: 4.35 sq m (47 sq ft), Inner Corridor and Kitchen: 7.01 sq m (75 sq ft),

Stairs to

#### First Floor

Office 5: 25.44 sq m (274 sq ft), Office 6: 8.61 sq m (93 sq ft) and Store Room

#### Separate First Floor Offices:

Accessed via a separate communal entrance, Office 1: 41.38 sq m (445 sq ft), Kitchen: 14.28 sq m (154 sq ft), Office 2: 23.60 sq m (254 sq ft), Male wc: 2.30 sq m (25 sq ft), Female wc: 2.43 sq m (26 sq ft).

#### Second Floor

##### Self Contained Flats:

Flat 1: Having open-plan Kitchen/Living Room, Bedroom and Bathroom, having panelled bath with shower over, wash basin and wc.

Flat 2: Having Kitchen, Lounge, Bedroom and Bathroom with panelled bath with shower over, wash basin and wc.

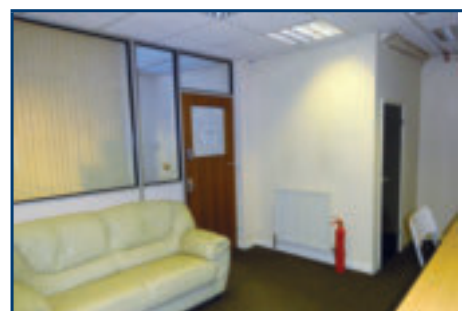
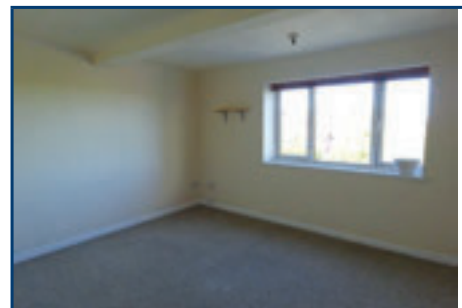
#### Outside:

**Front:** Entrance to Ground Floor offices and separate communal entrance to First and Second Floors

**Rear:** Parking area within a secure gated yard and communal access to both the first floor offices and second floor residential.

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

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



**Freehold Part Vacant/Part Investment Opportunity.**  
\*Guide Price: £265,000 - £285,000 (+Fees)



## LOT 20

### Freehold Vacant Hotel Premises with Redevelopment Potential

\*Guide Price: £160,000 - £175,000 (+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](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233

##### Proposed Plans, Second Floor & Roof Space



##### Proposed Plans, Ground & First Floor



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



**LOT 21****Freehold Vacant Substantial Semi-Detached House**

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

**44 Trinity Road, Aston, Birmingham, West Midlands, B6 6AL****Property Description:**

A substantial semi detached house of three storey brick construction surmounted by a pitched slate clad roof with extensive accommodation including three reception rooms and five bedrooms, set back from the road behind a tarmacadamed drive and benefitting from UPVC double glazed windows but requiring complete modernisation and improvement throughout.

The property forms part of an established and predominantly residential area and Trinity Road leads directly off Birchfield Road (A34) which provides direct access to the One Stop Shopping Centre located at Perry Barr being within approximately half a mile and Birmingham City Centre being within approximately two miles to the south.

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

Reception Hall, Cellar access to One Room, Front Reception Room, Rear Reception Room, Inner Hall, Shower Room with shower, wash basin and wc, Dining Room, Kitchen

**First Floor**

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with panelled bath and wash basin, Separate WC, Bedroom Three (double)

**Second Floor**

Stairs and Landing with store cupboard, Bedroom Four (double), Bedroom Five (double)

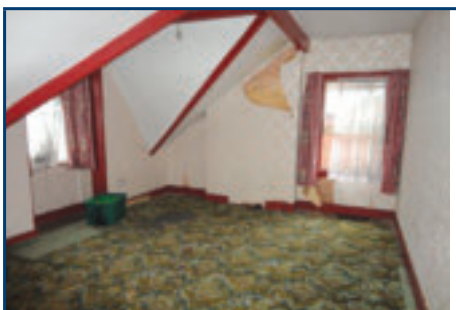
**Outside:**

Front: Foregarden with tarmacadamed driveway providing off road car parking  
 Rear: Large yard and garden with brick built stores

**Legal Documents:**

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

## LOT 22

### Freehold Vacant Terraced House

\*Guide Price: £58,000 - £64,000 (+Fees)

#### 47 Crowther Street, Wolverhampton, West Midlands WV10 9AG

##### Property Description:

A mid-terraced property of part-rendered brick construction, surmounted by a tiled roof, set back from the road behind a small walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Crowther Street is located off Nine Elms Lane and Prosser Street, both being found off Cannock Road (A460). The property is within approximately a mile and a half from Wolverhampton City Centre.

##### First Floor

Stairs and Landing, Two Double Bedrooms.

##### Outside:

**Front:** Walled foregarden.

**Rear:** Garden.

##### Legal Documents:

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

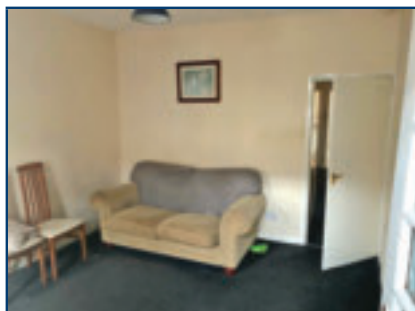
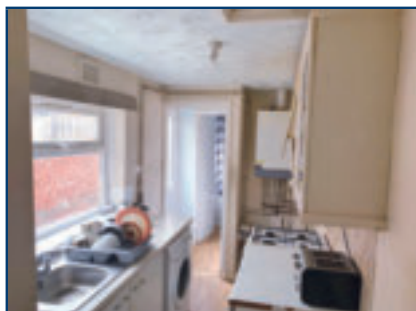
##### Viewings:

Via Cottons - 0121 247 2233

##### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge, Inner Lobby, Dining Room, Kitchen, Bathroom, having panelled back, wash basin and wc.



## LOT 23

### Freehold Part Vacant/Part Investment Retail Unit with Flat Above

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

#### 466 Bordesley Green, Birmingham, West Midlands B9 5NS

##### Property Description:

A two storey mid terraced property of brick construction surmounted by a tiled roof, directly fronting the pavement. The property consist of a ground floor retail unit previously having traded as a hair and beauty spa and a separate self-contained one bedroom flat to the first floor accessed via the rear of the property.

The ground floor retail unit is currently vacant however the first floor flat is let producing a rental of £400 per calendar month (£4,800 per annum). The property further benefits from having off road parking to the rear via a service road located off Churchill Road.

The property is located on Bordesley Green (B4128) and is situated between the junctions of Churchill Road and Colonial Road.

##### Outside:

Rear: Double gated yard allowing for off road parking via a service road located off Churchill Road, brick built store and wc

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

##### Accommodation:

##### Ground Floor

Main Retail Area: 20.37sq.mtrs (219sq.ft), Inner Corridor, Rear Treatment Room One: 9.10sq.mtrs (107sq.ft), Rear Treatment Room Two: 5.72sq.mtrs (61sq.ft)

##### First Floor

Accessed via rear Stairwell having, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, wash basin and wc



**LOT 24**
**Freehold Vacant Semi Detached House with Two Bedrooms**

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

**60 Margaret Road, Wednesbury, West Midlands WS10 7QT**
**Property Description:**

A semi-detached house of two-storey rendered brick construction, surmounted by a hipped tile clad roof, set back from the road behind a foregarden and driveway, providing well laid out and presentable accommodation, benefitting from gas fired central heating, modern kitchen fittings and off-road parking.

Margaret Road forms part of an established residential area and leads off Dangerfield Lane which leads to Black Country New Road (A41) and which provides convenient access to West Bromwich Town Centre, being within approximately three miles to the south east.

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

Entrance Hall, Lounge, Kitchen with a range of fitted units store cupboard, Cloakroom with wc.

**First Floor**

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with bath having shower over, pedestal wash basin and wc.

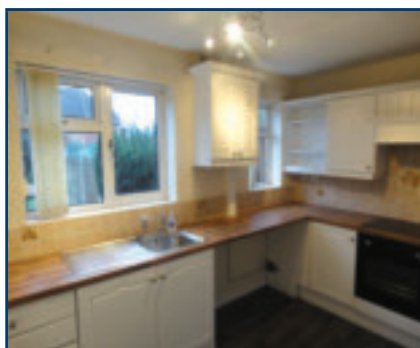
**Outside:**

**Front:** Lawned foregarden and paved driveway, providing off-road parking with pedestrian side access to rear.

**Rear:** Mature partly lawned garden.

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

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


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## LOT 25

### Freehold Vacant Semi Detached House with Two Bedrooms

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

#### 156 Dangerfield Lane, Wednesbury, West Midlands WS10 7RU

##### Property Description:

A semi detached house of two storey brick construction surmounted by a hipped tile clad roof set back from the road behind a gravelled forecourt providing off road car parking and benefiting from presentable well laid out accommodation which includes two bedrooms, gas fired central heating and UPVC double glazed windows.

Dangerfield Lane forms part of an established residential area and is situated directly between Moxley Road (A4038) and Black Country New Road (A41) approximately one mile to the northwest of Wednesbury Town Centre and four miles to the south east of Wolverhampton City Centre.

##### Accommodation

###### Ground Floor

Entrance Hall, Lounge with opening to Dining Room, Kitchen with a range of units, Rear Entrance Hall, Store, Separate Toilet with wc

###### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bathroom with bath having shower over, wash basin and wc

###### Outside:

Front: Gravelled forecourt providing off road car parking, pedestrian side access to rear

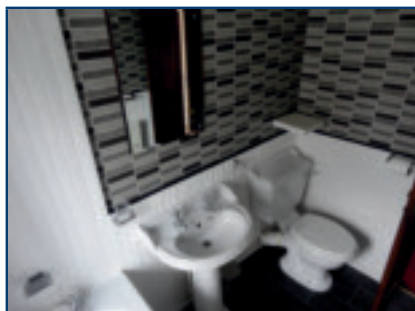
Rear: Yard and garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 26

### Freehold Vacant Semi Detached House

\*Guide Price: £88,000 - £96,000 (+Fees)

#### 2 Uplands Grove, Willenhall, West Midlands WV13 3PE

##### Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property offers well laid out accommodation and benefits from having UPVC double glazing and gas fired central heating. Uplands Grove is located off Uplands Avenue which in turn is found off Uplands Road the property is within approximately 1 and a half miles distance from Wolverhampton City Centre

##### Accommodation:

###### Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner, Lean-to, Stairs

##### First Floor

Landing, Two Double Bedrooms and Bathroom having panelled bath with electric shower over, wash basin and WC

##### Outside:

Front: Lawned foregarden and driveway allowing for off road parking

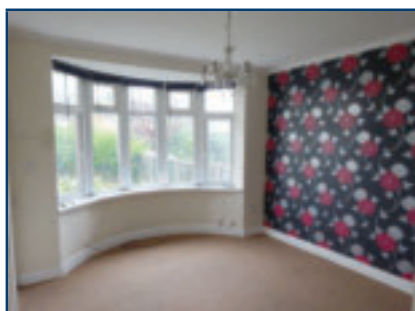
Rear: Lawned garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



**LOT 27**
**Freehold Vacant Offices, Self Contained Flat and Yard**

\*Guide Price: £165,000 - £180,000 (+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 tarmac 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 also benefits from having a Vehicle Operating Licence from that location. The property is offered for sale in presentable condition and located on Neachells Lane close to the junction with Strawberry Lane.

**Planning:**

Planning was granted by Wolverhampton city council (Ref:09/00137/FUL), and dated 11 May 2009 for a single storey extension to the front and rear of the building and the erection of an enclosed storage unit at the rear. Planning has been implemented as

the single storey extension to the side and rear has been built but the enclosed storage unit has not.

**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**

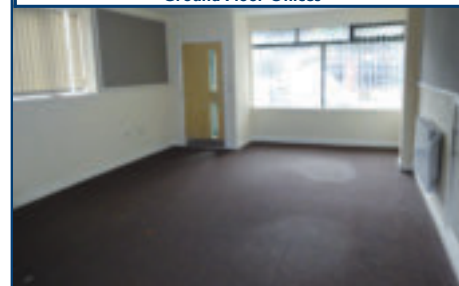
Having Lounge, Bedroom, Kitchen and shower room having shower cubicle, wash basin and WC

**Outside:**

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

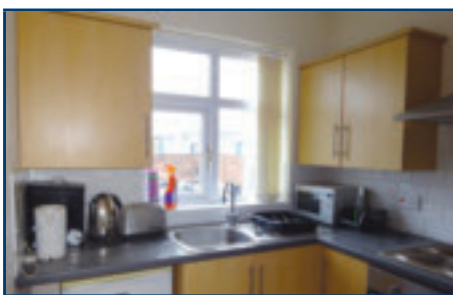
**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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

**Ground Floor Offices**

**Ground Floor Offices**

**Rear Yard**


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


**First Floor Flat**

## LOT 28

### Little London Farm House, Off Chapel Lane, Alveley, Bridgnorth, Shropshire WV15 6HZ



#### Property Description:

A period detached farm house dating back to approximately 1762 situated in a plot extending to approximately 0.70 acres (2,800 sq m). The farmhouse currently contains a four bedroom property, however there are various elements of the building that have yet to be converted that could provide substantial further living accommodation along with barns and a paddock. The converted farmhouse benefits from double glazing and central heating and is offered for sale in a presentable condition.

The property is situated in a small Hamlet just a few minutes drive from Alveley Village, and is within walking distance to the Severn Valley Country Park.

#### Planning:

The current owner has had a scheme drawn up incorporating all of the farm house, outbuildings and barns to re-develop into three smaller properties, these have not been submitted to the Shropshire Council and all interested parties must make their own inquiries with any proposals they may have prior to bidding.

#### Accommodation:

##### Ground Floor:

Entrance Porch, Kitchen, Utility Room, Downstairs Cloakroom, Lounge, Dining Room, Conservatory.

##### First Floor:

Stairs and Landing, Shower Room, having shower cubicle, wash basin and wc, Four Bedrooms and Bathroom, having bath with shower over, wash basin and wc.

##### Outside:

**Front:** Garden, Store and Barns and small Paddock.  
**Rear:** Garden.

#### Legal Documents:

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

#### Viewings:

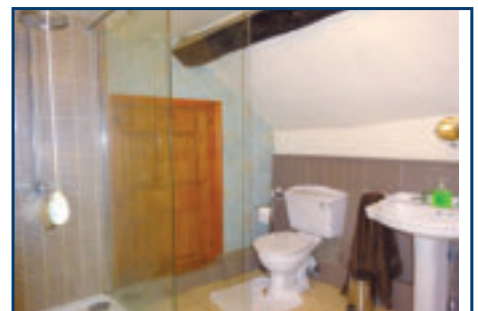
Via Cottons - 0121 247 2233

#### Directions

From the main road through Alveley turn into chapel lane, continue past the entrance to Severn Valley Country Park, and the property (White Farm House) is 500 yards on the Left.



Paddock



**Freehold Vacant Farm House and Land with Development Potential**  
\*Guide Price: £460,000 - £490,000 (+Fees)



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



Proposed Re-Development Scheme



## LOT 29

### Freehold Vacant Semi Detached House with Three Bedrooms

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

#### 137 Masshouse Lane, Kings Norton, Birmingham, West Midlands B38 9AD

##### Property Description:

A modern two-storey, semi detached house of brick construction, surmounted by a pitched tile clad roof, set back from the road behind a large foregarden and benefitting from a garage to the rear, mostly UPVC double glazed windows and gas-fired central heating.

Masshouse Lane leads off the A441 and forms part of an established residential area conveniently located approximately seven miles from Birmingham City Centre. The A441 provides access into Birmingham City Centre via local bus routes and Kings Norton Train Station lies approximately one mile away from Masshouse Lane, again providing access into Birmingham City Centre.

##### Accommodation:

###### Ground Floor

Porch, Entrance Hall, Through Lounge/Dining Room and Kitchen.

###### First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Modern Shower Room with W/C, Basin and Shower.

##### Outside:

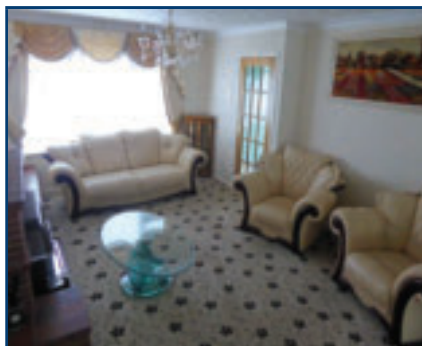
**Front:** Large foregarden with side pathway to rear.

**Rear:** Paved garden with garage at rear.

##### Legal Documents:

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

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



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**LOT 30****Freehold Vacant Detached Dormer Bungalow with Three Bedrooms**

\*Guide Price: £130,000 - £140,000 (+Fees)

**22 Old Bromford Lane, Birmingham, West Midlands B8 2RG****Property Description:**

A detached dormer bungalow of traditional brick construction surmounted by a pitched tile clad roof, benefiting from part double glazed windows, three bedrooms and off road car parking but requiring complete modernisation and repair.

The property forms part of a popular and established residential area and Old Bromford Lane leads directly off Bromford Lane (A4040) and the property is conveniently within a third of a mile from the Fox & Goose Shopping Centre providing access to a range of local amenities and services and approximately three miles to the east of Birmingham City Centre.

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

Reception Hall, Cloak Room with wc and wash basin, Kitchen with Pantry, Lounge, Bedroom One (double), Bedroom Two (double)

**First Floor**

Stairs and Landing, Landing Room, Bathroom with bath and pedestal wash basin, Bedroom Three (large double)

**Outside:**

Gardens to front, side and rear, brick store and paved driveway to a freestanding wooden garage/shed

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

**Viewings:** via Cottons - 0121 2472233


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## LOT 31

### 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:

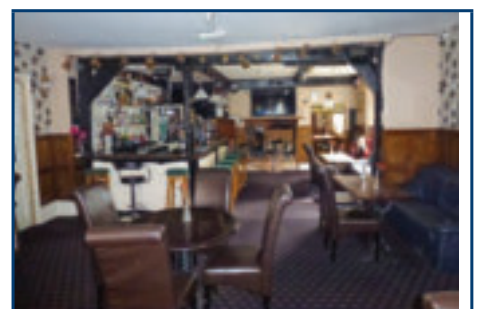
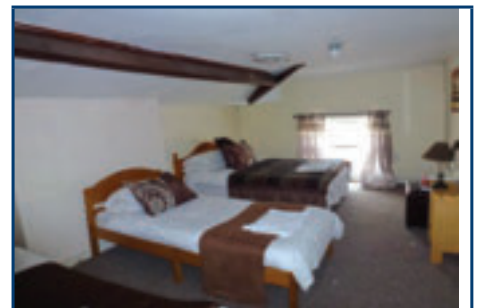
Annex providing additional accommodation with 2 rooms having Lounge Area with kitchen, Bedroom, Bathroom with panelled bath, wash basin and WC, Large tarmac covered car park with access of Etnam street having numerous brick built stores and garage ports

#### Legal Documents –

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

#### Viewings

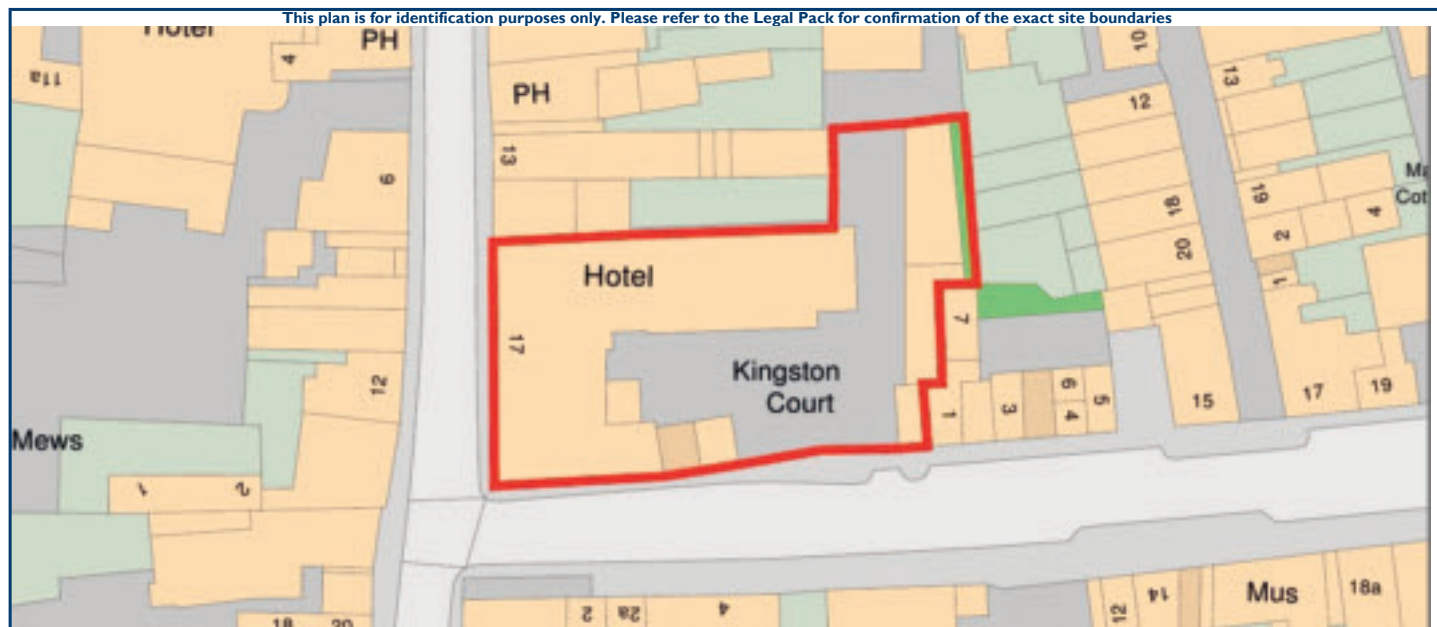
Via Cottons – 0121 247 2233



**Freehold Vacant Hotel Premises with Redevelopment Potential**  
\*Guide Price: £360,000 - £380,000 (+Fees)



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



## LOT 32

### Freehold Investment Mid-Terraced House

\*Guide Price: £62,000 - £68,000 (+Fees)

**79 Anchor Road, Stoke-on-Trent, Staffordshire ST3 1JT**

#### Property Description:

A mid-terraced property of brick construction, surmounted by a tiled roof, directly fronting the pavement.

The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout.

The property is located on Anchor Road (B5039), located between the junctions of Plant Street and Tuscan Street.

The property is currently let on an Assured Shorthold Tenancy producing a rental of £400 per calendar month (£4,800 per annum).

#### Accommodation:

##### Ground Floor

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

##### First Floor:

Stairs and Landing, Two Bedrooms.

##### Outside:

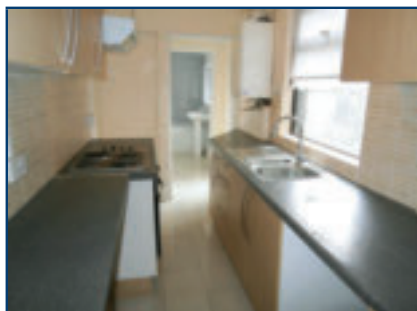
Rear: Garden

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



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**LOT 33****Freehold High Yielding Student Investment - Rental Income: £24,881 p.a.****\*Guide Price: £170,000 - £185,000 (+Fees)****12 Malden Road, Kensington, Liverpool, Merseyside, L6 6BE****Property Description:**

A prime student investment comprising of a three storey, mid-terraced house of brick construction, surmounted by a tile clad roof, extended to the rear and providing well laid out and deceptive accommodation which includes communal living areas, six double bedrooms and two shower rooms. The property has been extensively and fully refurbished with a back to brick strip out prior to replacement of all joists, re-plastering, rear extension, internal modifications to form the existing accommodation, provision of quality fitted kitchen units with a range of integrated appliances, new shower and cloakroom fittings, double glazed windows, gas fired central heating, full re-wiring with alarm system, hard wired internet and Wifi to all rooms, hard wired fire alarm system and finished to a high standard with new floor coverings, contemporary decoration, new furniture throughout, which includes flat screen televisions to the living area and all bedrooms.

The property provides a turn key investment solution producing an attractive rental income in the Kensington District of Liverpool, containing a large proportion of the City's student population, attending the three University's and Institute for Performing Arts, located in Liverpool City Centre.

**Rental Income:**

The property contains six lettable rooms which are group let on an Assured Shorthold Tenancy Agreement with full parental guarantors in place for each student and all tenants are joint and severally liable for the payment of the rental. The property is fully managed by a local Letting Agent whose core business is Student Lets.

The current rent for each room £87.50 per week, totalling £24,881 p.a. for year ending 30 June 2019.

The landlord advises that the student market rent for this property would be £92 per week per student for the year commencing 1st July 2019 to the 30th June 2020 and it would therefore be expected that the rent could increase to £26,311 per annum.

A copy of the Tenancy Agreement and all associated documentation is available from the Auctioneers and within the Legal Pack.

**Accommodation****Ground Floor**

Reception Hall, Bedroom One (Double), Lounge with store cupboard, Cloakroom with wc and wash basin, Dining Room opening to Kitchen with range of modern units including American fridge freezer, two washing machines, tumble dryer, dishwasher, two integrated microwaves, double oven and gas hob.

**First Floor**

Stairs and Landing, Bedroom Two (Double), Bedroom Three (Double), Bedroom Four (Double), Shower Room with glazed shower enclosure, vanity wash basin and wc.

**Second Floor**

Bedroom Five (Double), Bedroom Six (Double), Shower Room with glazed shower enclosure, wash basin and wc.

**Outside:**

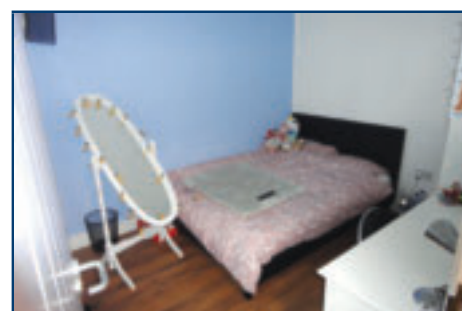
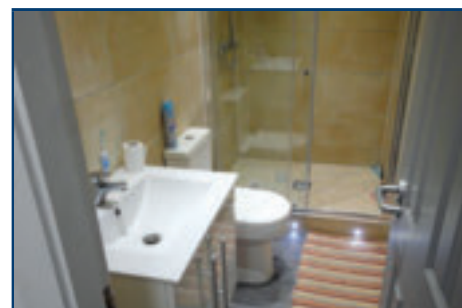
**Rear:** Yard with pedestrian access.

**Legal Documents:**

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

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

**Additional Photos & Video Tour:** Our website contains a large number of additional photos. A walk-through video tour is available at [www.brickinvestor.co.uk](http://www.brickinvestor.co.uk)



## LOT 34

### Freehold Land with Potential (Lapsed Planning For 4 Houses)

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

#### Land at Harden Road, Walsall, West Midlands WS3 1RR

##### Property Description:

A parcel of Freehold land, roughly rectangular in shape, extending to an area of approximately 0.3 acres (1,216 sq m). The land is situated on Harden Road at its meeting point with Station Road. The north and west boundaries are surrounded by a new-build development of houses, which were completed in 2010/2011.

##### Lapsed Planning Consent:

Outline planning consent was granted by Walsall Metropolitan Borough Council (Reference 03/0609/FL/E4) and dated 20th July 2004 for two pairs of semi-detached houses. This planning permission has now lapsed and all interested parties should discuss any proposals for the site with Walsall Metropolitan Borough Council, prior to bidding.

##### Proposed Scheme:

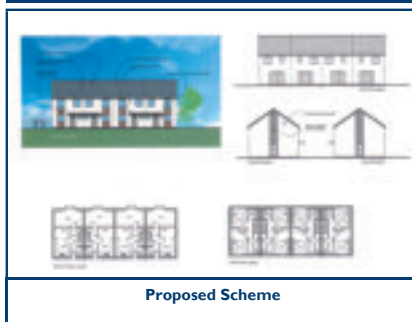
The current owner has devised a new scheme consisting of four 3 bedroom terraced properties. A copy of the proposed plans and drawings are available to view on the Legal Pack. Please note this scheme has not been submitted to Walsall Council for approval.

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

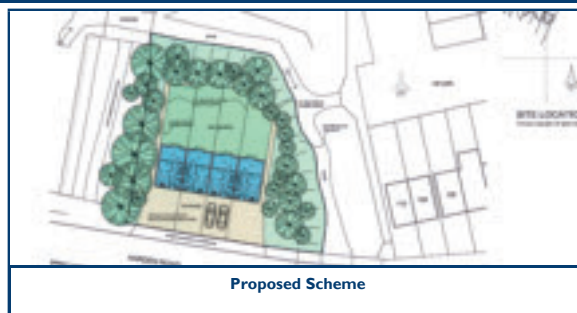
**Viewings:** External Only



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



Proposed Scheme



Proposed Scheme

## LOT 35

### Freehold Land comprising Woodland & Open Space - Circa 3.58 Acres

\*Guide Price: £30,000 - PLUS (+Fees)

#### On The Instructions of The Administrators of Mar City Developments Limited

#### Land, North of Sean Dolan Close, Rowley Regis, West Midlands B65 8BL

##### Property Description:

A parcel of freehold land, undulating and irregular in shape, extending to an area of approximately 3.58 acres (1.449 hectares). The land is part woodland having frontage along its northern boundary with Moor Lane and partly grassed/open space with frontage to Sean Dolan Close.

Sean Dolan Close comprises a modern residential development and leads off Carnegie Road which leads via Ross off Powke Lane (A4100) and is within half a mile from Black Heath Town Centre and one mile from Cradley Heath Town Centre.

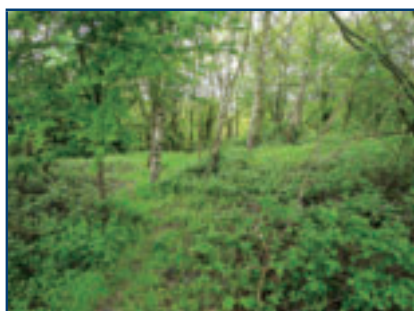
##### Planning

The land is located to the north of a modern residential development and may offer potential. We recommend that all interested parties contact the local planning department at Dudley MBC to discuss any proposals for the site prior to bidding.

##### Legal Documents:

Available at [www.cottons.co.uk](http://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 36**
**Freehold Land comprising Woodland & Open Space - Circa 0.88 Acres**

\*Guide Price: £20,000 - PLUS (+Fees)

**On The Instructions of The Administrators of Mar City Developments Limited**
**Land, South of Sean Dolan Close, Rowley Regis, West Midlands B65 8BL**
**Property Description:**

A parcel of freehold land, undulating and irregular in shape extending to an area of approximately 0.88 acres (0.356 hectares). The land is part woodland and partly grassed/open space with frontage to Sean Dolan Close.

Sean Dolan Close comprises a modern residential development and leads off Carnegie Road which leads via Ross off Powke Lane (A4100) and is within half a mile from Black Heath Town Centre and one mile from Cradley Heath Town Centre.

**Planning**

The land is located at the entrance of a modern residential development and may offer potential. We recommend that all interested parties contact the local planning department at Dudley MBC to discuss any proposals for the site prior to bidding.

**Legal Documents:**

Available at [www.cottons.co.uk](http://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 37**
**Freehold Vacant Meeting Hall with Potential**

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

**Mission Hall, Hall Street, Willenhall, West Midlands WV13 IPL**
**Property Description:**

A single storey property of brick construction surmounted by a pitched roof set back from the road behind a block paved forecourt. The property is located on a site extending to an area of approximately 205 sq.mtrs (2213 sq.ft). The property has previously been used as the Willenhall Gospel Meeting Rooms and may be suitable for a variety of uses, all interested parties must satisfy themselves in full with regard to any proposals they may have with Walsall Council prior to bidding. The property is situated adjacent to a public pay and display car park providing valuable amenity and Hall Street is located off both Leave Lane and Walsall Street (B4464) within walking distance to Willenhall Town Centre.

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

Entrance Hallway leading to Meeting Room measuring 81.78 sq.mtrs (880 sq.ft), Kitchen 6.52 sq.mtrs (70 sq.ft), Storage Area and Male and Female WC

**Outside:**

**Front:** Block paved forecourt

**Legal Documents:**

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

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



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

## LOT 38

**Freehold Land (Previously used as a Private Car Park).**

**\*Guide Price: £14,000 - £18,000 (+Fees)**

**Land, South East side of Hall Street, Willenhall, West Midlands WV13 1PL**

### Property Description:

A parcel of freehold land rectangular in shape and located on a site extending to an area of approximately 163 sq.mtrs (1753sq.ft). The site is currently surfaced and set behind a boundary fence with vehicular access of Hall Street. The land has previously been used as a private car park. The site may be suitable for a variety of uses, all interested parties must satisfy themselves in full with regard to any proposals they may have with Walsall Council prior to bidding. The site is located at the junction of Hall Street and Walsall Street (B4464) and is within walking distance to Willenhall Town Centre.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



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

## LOT 39

**Freehold Land**

**\*Guide Price: £62,000 - £68,000 (+Fees)**

**Land at Acorn Grove, off Marine Crescent, Greenway, Stourbridge, DY8 4XJ**

### Property Description:

A parcel of Freehold land, currently grassed, and situated on Acorn Grove, directly opposite numbers 1-23 and leading up to Longboat Lane overlooking the Stourbridge Canal to the rear boundary. The site extends to an area of approximately 0.34 hectares (0.83 acres).

Acorn Grove itself comprises of a cul-de-sac forming part of a residential estate located off Marine Crescent (via Greenway Avenue) which, in turn, leads off Camp Hill (A491) and with approximately one mile distance to the north of Stourbridge Town Centre.

### Planning:

Whilst neither the Vendors nor the Auctioneers can provide any warranty in respect of the suitability of the site for residential development, the site may well offer potential for this purpose and all interested parties should contact the Local Planning Department at Dudley Metropolitan Borough Council in order to discuss the proposals for the site, prior to bidding.

### Legal Documents:

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

### Viewings:

Via Cottons - 0121 247 2233



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



**LOT 40****Freehold Vacant Substantial Terraced House/Former Student Investment**

\*Guide Price: £175,000 - £190,000 (+Fees)

**By Instruction of the Trustees in Bankruptcy****35 Walsgrave Road, Stoke, Coventry, West Midlands, CV2 4HE****Property Description:**

A substantial three storey mid terraced house of traditional brick construction, surmounted by a pitched slate clad roof benefiting from mostly UPVC double glazed windows, gas fired central heating and extensive accommodation including five bedrooms with potential to utilise two reception rooms for additional bedroom space.

The property is situated between the junctions of Grantham Street and King Richard Street, directly fronting Walsgrave Road (A4600), opposite Gosford Green Park and conveniently within walking distance to a wide variety of retail amenities and services located on Walsgrave Road and approximately half a mile to the east of Coventry City Centre.

The property has previously been used as a student investment and subject to some upgrading, provides an excellent investment opportunity due to its close proximity to Coventry University located within the city centre.

**Accommodation****Ground Floor**

Recessed Entrance, Reception Hall, Front Reception Room (potential bedroom six), Rear Reception Room (potential bedroom seven), Living/Dining Kitchen with access to cellar, Utility Room, Shower Room with wc and wash basin.

**First Floor**

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

**Second Floor**

Stairs and Landing, Shower Room, Bedroom Four (double) with En-suite WC, Bedroom Five (double).

**Outside:**

Front: Paved forecourt

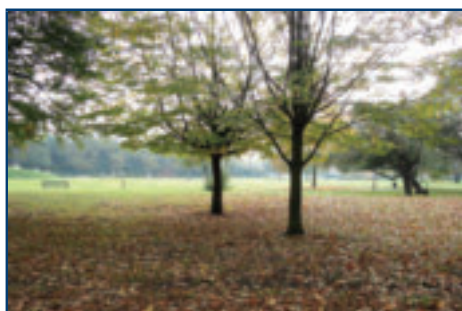
Rear: Yard and overgrown garden with rear pedestrian access

**Viewings:**

Via Cottons - 0121 247 2233

**Legal Documents:**

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



## LOT 41

### Freehold Vacant Mid Terraced House with Three Bedrooms

\*Guide Price: £75,000 - £80,000 (+Fees)

#### 104 Coalway Road, Bloxwich, Walsall, West Midlands WS3 2PS

##### Property Description:

A mid terraced house of cross wall construction surmounted by a pitched tile clad roof, offering well laid out accommodation, benefiting from gas fired central heating, part double glazed windows, three bedrooms and rear car parking but requiring cosmetic improvement and modernisation. The property forms part of an established residential area and Coalway Road leads via Moorland Road off Leamore Lane and the property is conveniently within three quarters of a mile from Bloxwich Town Centre and approximately three miles to the north of both Walsall Town Centre and the M6 Motorway (junction 10)

##### Accommodation:

###### Ground Floor

Porch, Entrance Hall, Lounge, Dining Kitchen with pantry, Rear Entrance Hall, Cloak Room with wc and wash basin,

###### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Shower Room with glazed shower enclosure, pedestal wash basin, bidet and wc

##### Outside:

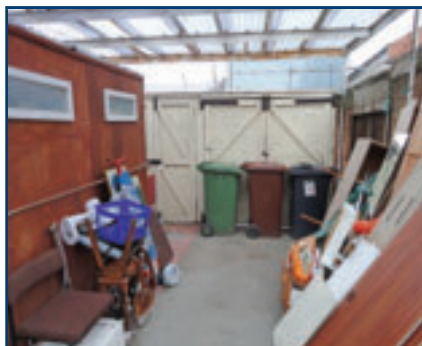
Front: Lawned foregarden

Rear: Paved rear yard and garden, various sheds, large car port with gated vehicular access to a rear service road.

##### Legal Documents:

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

Viewings: Via Cottons - 0121 2472233



## LOT 42

### Freehold Vacant Mid Terraced House with Two Bedrooms

\*Guide Price: £64,000 - £69,000 (+Fees)

#### 2 Laundry Road, Smethwick, West Midlands B66 4PR

##### Property Description:

A traditional mid terraced house of two storey brick construction, surmounted by a pitched replacement tile clad roof, requiring modernisation and improvement throughout. The property is situated in a cul-de-sac which leads off Montague Road and is conveniently within half a mile from Cape Hill Shopping Centre, providing access to a wide range of retail amenities and services.

##### Accommodation:

###### Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

###### First Floor

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

##### Outside:

Rear: Paved yard, two brick stores, shared pedestrian right of way and paved garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



**LOT 43**
**Freehold Vacant Detached Cottage with 3 Bedrooms and Large Garden**

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

**By Instruction of the Joint LPA Receivers**
**2 Tamworth Road, Polesworth, Near Tamworth, Warwickshire, B78 1JH**

**Property Description:**

A detached character cottage of predominantly two-storey brick construction, surmounted by a pitched tile clad roof, providing well laid out accommodation, benefitting from UPVC double glazed windows, gas fired central heating, three bedrooms, a block paved forecourt providing ample off-road car parking and extensive rear garden leading to the River Anker. The total site area extends to approximately 0.25 acres.

The property is accessed from Tamworth Road by way of a gated driveway and is located within the popular North Warwickshire Village of Polesworth, conveniently within walking distance from the village centre, which contains a wide range of retail shops, services, public houses and takeaways and also within walking distance from Polesworth Park.

The local towns of Tamworth and Atherstone along with the M42 Motorway (Junction 10) are all within approximately five miles.

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

Recessed Entrance, Long Living Room/Lounge Area, Cloakroom with wc and wash basin, Dining Room, Kitchen with range of wooden units.


**First Floor**

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

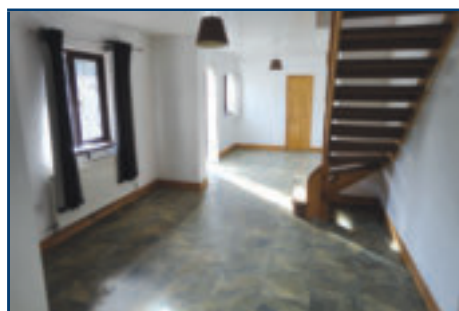
**Outside:**

Double gated access to large block paved forecourt providing ample off-road parking and extensive rear garden with frontage to the River Anker.

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

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

**Note:** The areas of land coloured blue on the plan are excluded from the title.



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

## LOT 44

### Leasehold Three Bedroom House

\*Guide Price: £42,000 - £48,000 (+Fees)

#### 2 Glenthorne Road, Birmingham, West Midlands B24 9RB

##### Property Description:

A mid terraced house of rendered brick construction surmounted by a pitched slate clad roof, set back from the road behind a lawned foregarden and benefiting from gas fired central heating, UPVC double glazed windows, Three Bedrooms and a garage located at the rear. Glenthorne Road leads off Bromford Crescent which in turn leads off Bromford Lane (A4040) and the property is conveniently within approximately three quarters of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services.

##### Accommodation:

###### Ground Floor

Entrance Hall, Full Width Lounge, Kitchen, Bathroom with panelled bath, vanity wash basin and WC

###### First Floor

Stairs and Landing, Three Bedrooms

##### Outside:

**Front** Lawned foregarden

**Rear** Paved yard/garden, access to a shared yard and driveway containing a separate freestanding garage

##### Leasehold Information:

**Lease Term** 99 years (Less 3 days) from 29th September 1969

**Ground Rent** £750 per annum and rising

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 45

### A Freehold Vacant Detached Bungalow with Two Bedrooms

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

#### 40 Arnhem Road, Willenhall, West Midlands WV13 3TX

##### Property Description:

A detached bungalow offering centrally heated and double glazed two bedroom accommodation and occupying a pleasant position set well back from the roadside behind a grassed verge. The property is in need of refurbishment.

Arnhem Road is approached from either Hill Road (close to its junction with Moseley Road) or Mount Road. The Keyway (A454) is less than half a mile away and provides easy access to the Black Country Route and the M6. Willenhall town centre is within approximately one mile.

##### Accommodation:

###### Ground Floor

Enclosed Porch, Hall, Lounge, Kitchen, Rear Porch, Two Double Bedrooms and Shower Room with wc

##### Outside:

**Front:** front garden with parking space

**Rear:** Garden with paved patio

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 2472233



**LOT 46****LATE ENTRY - Freehold Vacant Semi-Detached House with Four Bedrooms**

\*Guide Price: £165,000 - £180,000 (+Fees)

**LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY****106 Gravelly Hill, Erdington, Birmingham, West Midlands B23 7PF****Property Description:**

A substantial three storey semi detached house of traditional brick construction surmounted by a pitched tile clad roof, set well back from Gravelly Hill behind a paved forecourt providing for off road parking. The property provides extensive accommodation including two reception rooms and four bedrooms, having been recently used as a House in Multiple Occupation and benefits from gas fired central heating, part Upvc double glazed windows and large rear garden.

The property is situated in a predominantly residential area, containing a range of similar properties many of which are converted to flats and HMO's and in an area popular with investors and commuters due the proximity of the property with Birmingham city centre being within approximately two miles to the west. The property is conveniently located within half a mile from the M6 Motorway (junction 6) and one mile from Erdington Shopping Centre providing a wide range of retail amenities and services.

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

Entrance Hall, Sitting Room

**First Floor**

Stairs and Landing, Lounge, Kitchen, Bedroom and Bathroom

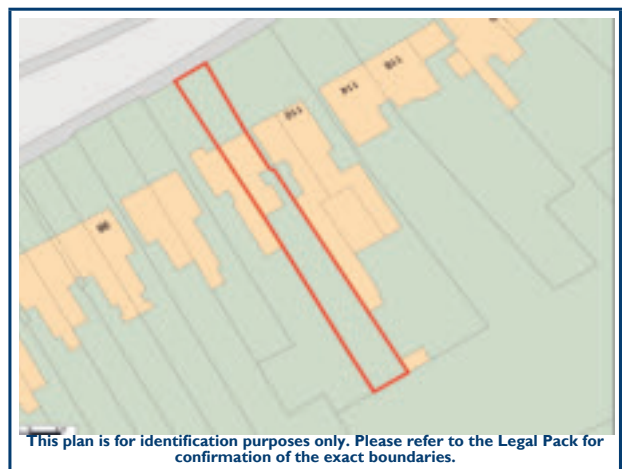
**Second Floor**

Stairs and Landing, Three Bedrooms and Bathroom

**Outside:**

Front: Paved foregarden providing off road car parking. Pedestrian side access to the rear.

Rear: Long rear garden.

**Viewings: Block viewings will be held as follows:****Thursday 6th December at 12:00 until 12:30****Saturday 8th December at 12:00 until 12:30****Monday 10th December at 12:00 until 12:30****Wednesday 12th December at 12:00 until 12:30**

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

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

## LOT 47

### LATE ENTRY - Freehold Vacant Modern House with Four/Five Bedrooms

\*Guide Price: £145,000 - £160,000 (+Fees)

**LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY**

**18 Holte Road, Sparkhill, Birmingham, West Midlands B11 2NZ**



#### Property Description:

A substantial modern mid terraced town house of three storey cavity brick construction surmounted by a pitched tile clad roof providing flexible and extensive accommodation which includes the option for four or five bedrooms along with ancillary accommodation and in addition to its current layout as a single dwelling house, the property may be suitable for conversion to a house in multiple occupation or separate flats subject to planning consent.

The property benefits from UPVC double glazed windows, gas fired central heating and Holte Road forms part of an established mixed use area which leads directly off Medley Road and in turn leads off Warwick Road (A41). The property is conveniently within less than half a mile from Stratford Road (A34) which provides access to a wide range of retail amenities and services.

#### Accommodation:

**Ground Floor:** Entrance Hall, Lounge, Rear Reception Room/Potential Bedroom Five, Cloak Room with wc and wash basin, Dining Kitchen with dining area and a range of fitted units

**First Floor:** Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

**Second Floor:** Stairs and Landing with store cupboards, Bedroom Four, Shower Room with glazed shower enclosure, pedestal wash basin and wc

**Outside:**Rear: Covered yard and paved garden with steel shed

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

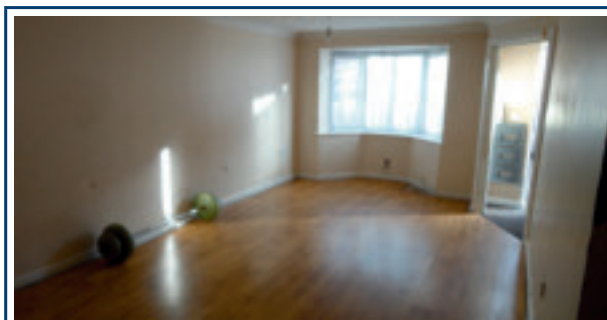
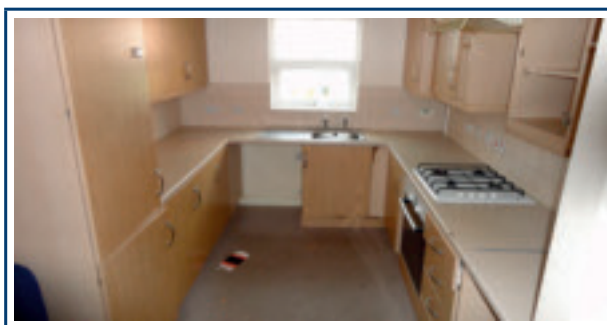
#### Viewings: Block viewings will be held as follows:

**Thursday 6th December at 13:00 until 13:30**

**Saturday 8th December at 13:00 until 13:30**

**Monday 10th December at 13:00 until 13:30**

**Wednesday 12th December at 13:00 until 13:30**



**LOT 48****LATE ENTRY - Freehold Mid-Terraced Investment - LATE ENTRY**

\*Guide Price: £46,000 - £52,000 (+Fees)

**LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY****6 Sadler Crescent, Lea Road, Sparkhill, Birmingham, West Midlands B11 3LU****Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof set back behind a paved foregarden. Sadler Crescent is a pedestrian walkway located off Lea Road. The property benefits from having UPVC double glazing. Lea Road is located off Percy Lane and Sadler Crescent is situated opposite Mountford Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £65 per week (£3,380 per annum).

**Accommodation:****Please Note**

The Auctioneers have been unable to inspect the accommodation however we understand from the Vendor that the property contains the following :

**Ground Floor:**

Lounge, Dining Room, Kitchen, Bathroom, Stairs

**First Floor:**

2 Bedrooms

**Outside:**

**Front:** Paved foregarden

**Rear:** Garden

**Legal Documents:**

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

**Viewings:**

External Only

**LOT 49****LATE ENTRY - Freehold End- Terraced Investment - LATE ENTRY**

\*Guide Price: £46,000 - £52,000 (+Fees)

**LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY****9 Sadler Crescent, Lea Road, Sparkhill, Birmingham, West Midlands B11 3LU****Property Description:**

An end-terraced property of brick construction surmounted by a tiled roof set back behind a paved foregarden. Sadler Crescent is a pedestrian walkway located off Lea Road. The property benefits from having part UPVC double glazing. Lea Road is located off Percy Lane and Sadler Crescent is situated opposite Mountford Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £90 per week (£4,680 per annum).

**Accommodation:****Please Note**

The Auctioneers have been unable to inspect the accommodation however we understand from the Vendor that the property contains the following :

**Ground Floor**

Lounge, Dining Room, Kitchen, Bathroom, Stairs

**First Floor**

2 Bedrooms

**Outside:**

**Front:** Paved foregarden

**Rear:** Garden

**Legal Documents:**

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

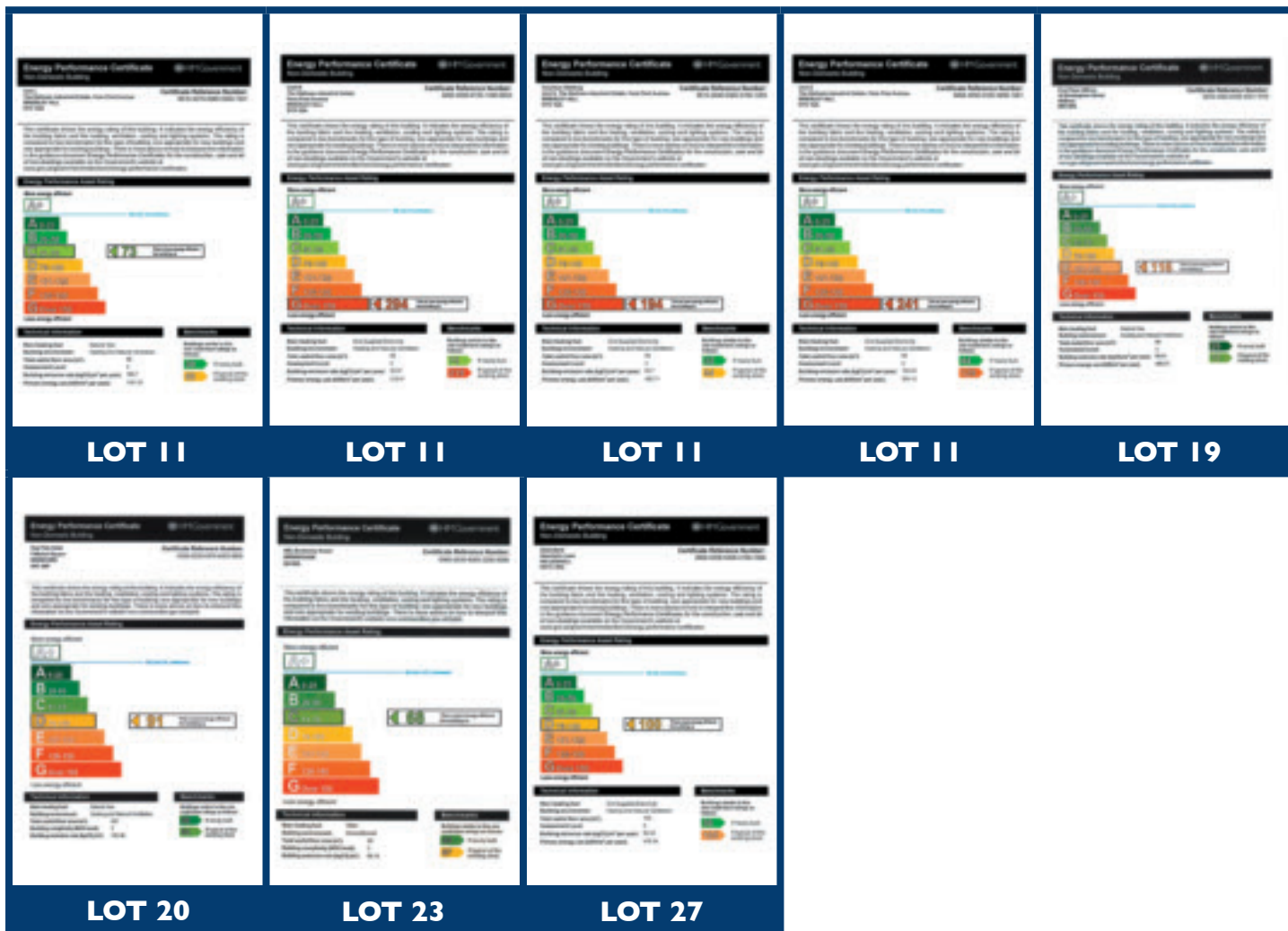
**Viewings:**

External Only



CLOSING DATE 25TH JANUARY 2019

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**WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION**

**WEDNESDAY 20th FEBRUARY 2019**

**WE REQUIRE:**

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Land and Development Opportunities.  
Freehold Ground Rents.  
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Properties requiring Repair and  
Refurbishment.**

**Problem Properties with  
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Properties requiring a FAST,  
STRAIGHTFORWARD  
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**25th JANUARY 2019**

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

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

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

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

### TYPE OF BID

☐ TELEPHONE (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**

G18.3 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

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

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

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

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

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

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

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

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

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

G19.5 Where relevant:

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

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

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

#### **G20. TUPE**

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

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

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

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

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

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

#### **G21. Environmental**

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

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

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

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

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

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

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

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

be unreasonably withheld or delayed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G25. Warranties**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

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

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

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



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