

3RD APRIL 2019

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 3rd APRIL 2019

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
 - Please note that we accept Visa and Mastercard
 - Personal Debit Cards
 - Personal Credit Cards are NOT accepted
 - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
 - All Cards must be Chip & Pin enabled

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

ID

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

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

Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

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

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

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £950 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A COLLECTIVE AUCTION SALE of 34 LOTS

Order of Sale

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

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

1	49 SMITHMOOR CRES, WEST BROMWICH, B71 3EY	Freehold Vacant Residential
2	70 FIFTH AVENUE, BORDESLEY GREEN, B9 5RD	Freehold Vacant Residential
3	BARTLEY GREEN GOSPEL HALL, BIRMINGHAM, B32 3LD	Freehold Vacant Public Hall
4	14 MARSH LANE, ERDINGTON, B23 6NX	Freehold Vacant Residential
5	50 ALPHA CLOSE, BIRMINGHAM, B12 9HF	Leasehold Residential Inv.
6	1B CHURCHFIELDS RD, WEDNESBURY, WS10 9DX	Freehold Vacant Residential
7	9 WREKIN VIEW, WOLVERHAMPTON, WV1 4QQ	Leasehold Residential Inv.
8	FLAT 11 STOCKTON COURT, BILSTON, WV14 9SY	Leasehold Residential Inv.
9	50 NORMANTON TOWER, ERDINGTON, B23 5UB	Leasehold Residential Inv.
10	21 HEELEY ROAD, SELLY OAK, B29 6DP	Freehold Vacant Residential
11	CUE CLUB, ALVECHURCH RD, WEST HEATH, B31 3PH	Freehold Leisure Inv.
12	10 THE FURLONG, WEDNESBURY, WS10 9SU	Leasehold Vacant Residential
13	FLAT 4, 719 KINGS ROAD, GREAT BARR, B44 9HP	Leasehold Vacant Residential
14	69 RADDLEBARN ROAD, SELLY OAK, B29 6HQ	Freehold Pt Vacant Retail
15	18 SILVERTON CRESCENT, MOSELEY, B13 9NH	Freehold Vacant Residential
16	21 PROCTOR STREET, NECHELLS, B7 4ED	Freehold Investment
17	FGR 31 WHITBURN AVENUE, GREAT BARR, B42 1QH	Freehold Ground Rent
18	97 SHOWELL GREEN LANE, SPARKHILL, B11 4JJ	Freehold Vacant Residential
19	10 - 12 SILVER STREET, KINGS HEATH, B14 7QU	Freehold Retail/Flat Inv.
20	465-471 GILLOTT ROAD, EDGBASTON, B16 9LJ	Freehold Inv. - 16 Flats
21	70 BLACKWELL ST, KIDDERMINSTER, DY10 2EL	Freehold Takeaway Inv.
22	228 KINGSBURY ROAD, ERDINGTON, B24 8QY	Freehold Vacant Residential
23	45 COLESHILL ROAD, CURDWORTH, B76 9EX	Freehold Vacant Cottage
24	36 LANGFORD AVENUE, GREAT BARR, B43 5NH	Freehold Vacant Residential
25	THE RED LION, NEWBOLD RD, BARLESTONE, CV13 0DZ	Freehold Public House Inv.
26	62 TEMPLETON ROAD, GREAT BARR, B44 9BT	Freehold Vacant Residential
27	31 ARUNDEL STREET, WALSALL, WS1 4BY	Freehold Vacant Residential
28	335 DUDLEY PORT, TIPTON,, WEST MIDLANDS, DY4 7PP	Freehold Vacant Commercial
29	85 HIGH ST & 89 NORWOOD RD, BRIERLEY HILL, DY5 3XD	Freehold Part Investment
30	79 SLADE ROAD, BIRMINGHAM, B23 7PN	Freehold Vacant Residential
31	396 FRANKLEY BEECHES ROAD, BIRMINGHAM, B31 5NH	Freehold Vacant Residential
32	GARMARET STORES, KNOWLE HILL, HURLEY, CV9 2JE	Freehold Vacant Shop
33	39 ALVECOTE COTTAGES, ALVECOTE, B79 0DJ	Freehold Vacant Residential
34	45 CALTHORPE ROAD, HANDSWORTH, B20 3LZ	Freehold Vacant Residential

Auctioneers:

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Auction Team:

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IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

CARD PAYMENTS

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

AUCTIONEER'S ADMINISTRATION FEE

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

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

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £950 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

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

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

LOT 1

Freehold Vacant Three Bedroom House

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

49 Smithmoor Crescent, West Bromwich, West Midlands B71 3EY

Property Description:

A two-storey, mid terrace house located within a residential area approximately 3 miles north of West Bromwich Town Centre, where usual local shopping, education and public transport facilities are available.

The property is of two storey brick construction with a pitched tile clad roof.

The property requires refurbishment, however benefits from well laid out accommodation and UPVC double glazing and central heating. This property also includes 2 garages.

Accommodation:

Ground Floor

Hallway with storage, Living Room, Dining Room, large Kitchen and Utility Room.

First Floor

Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Airing Cupboard, w/c and wet room with basin.

Outside:

Front: Driveway.

Rear: Lawned garden.

The property also has two garages located in a separate block.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £950 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Card Payments

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

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LOT 2

Freehold Vacant Mid Terraced House with Three Bedrooms

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

70 Fifth Avenue, Bordesley Green, Birmingham, West Midlands B9 5RD

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a concrete tile clad roof, benefiting from UPVC double glazed windows and external doors along with part electric storage heaters but requiring complete modernisation and improvement throughout. The property forms part of an established predominantly residential area and Fifth Avenue leads between Bordesley Green (B4128) and Green Lane and the property is located approximately two miles to the east of Birmingham City Centre.

Accommodation:

Ground Floor

Porch, Lounge, Lobby, Rear Reception Room,

Rear Entrance Hall, Kitchen, Bathroom with panelled bath having electric shower over, pedestal wash basin, wc.

First Floor

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

Outside:

Front: Small foregarden

Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

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

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

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

LOT 3
Freehold Vacant Public Hall with Development Potential

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

Former Bartley Green Gospel Hall, Jiggins Lane, Birmingham, B32 3LD
Property Description:

A plot of land circa. 390.6 sq m (0.1 acres) accommodating two dilapidated detached buildings of non-traditional construction, formerly used as a Gospel Hall.

The property is located on Jiggins Lane, approximately two and a half miles from Harborne High Street, in a predominantly residential location.

Development Potential:

A planning application was submitted by our client to Birmingham City Council for the demolition of the existing dwellings and erection of three residential apartments (Planning Application Number: 2017/07921). Our client has advised that the application was withdrawn as Birmingham City Council Planning Department required further evidence that the noise levels from the adjoining club would be of a reasonable level and evidence provided was not sufficient.

Prospective purchasers may wish to further explore the proposed scheme or an alternative scheme and are advised to make their own investigations with Birmingham City Council.

Accommodation:
Front Detached Building:

Hallway, Main Hall, Inner Hallway, Kitchen, Store Room

Gross Internal Area: 72.3 sq m

Rear Detached Building:

Uninspected.

Outside:

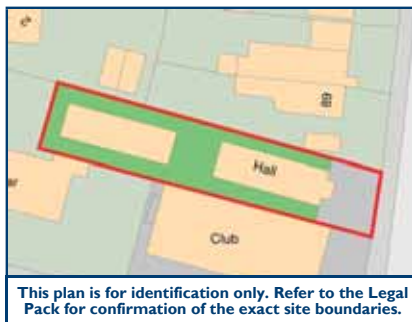
Front: Driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings: - Via Cottons - 0121 247 2233

Please note viewers shall be inspecting the property at their own risk. The rear detached building will not be accessible due to safety regulations.



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



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LOT 4

Freehold Vacant Two Bedroom House

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

14 Marsh Lane, Birmingham, West Midlands B23 6NX

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating, the property is located on Marsh Hill close to the junction with both Station Road and Gravelly Lane and the property is within walking distance to Erdington Railway Station

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs

First Floor:

2 Bedrooms and Shower Room having shower cubicle, was basin and WC

Outside:

Front: Walled foregarden

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Leasehold Ground Floor Flat Investment

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

50 Alpha Close, Birmingham, West Midlands B12 9HF

Property Description:

A one bedroom ground floor flat, 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. Alpha Close is located off Lincoln Street and is within approximately 2 miles distance from Five Ways Birmingham. The property is currently let on an Assured Shorthold Tenancy Agreement for £450pcm (£5,400pa).

Accommodation:

Ground Floor

Communal Entrance with security door system.

Flat:

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

Outside:

Front: Lawned foregarden,

Leasehold Information:

Term: 99 years from 24 June 1983

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 6
Freehold Semi Detached House with Three Bedrooms

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

1B Churchfields Road, Wednesbury, West Midlands WS10 9DX
Property Description:

A semi detached house of two storey brick construction surmounted by a hipped tile clad roof benefitting from gas fired central heating, UPVC double glazed windows and external doors, 3 bedrooms, off road parking and garage, but requiring modernisation and improvement. Churchfield Road forms part of an established residential area and leads directly off Church Hill and the property is located approximately half a mile to the north of Wednesbury Town Centre which contains a wide range of local retail amenities and services and approximately one mile to the south-west of the M6 Motorway (Junction 9) and Gallagher Retail Park.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen (no fittings) with Pantry, Rear Entrance Hall, Toilet with WC

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Shower Room with modern suite comprising glazed shower enclosure, pedestal wash basin and WC

Outside:


Front Lawned forgarden and driveway providing access to pedestrian side access to rear

Rear Concrete yard and lawned garden

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

Viewings: Via Cottons - 0121 2472233


--- Legal Documents Online ---


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

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

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

LOT 7

Leasehold Residential Flat Investment - Rent £6,300 per annum *Guide Price: £40,000 - £45,000 (+Fees)

9 Wrekin View, Waterloo Road, Wolverhampton, West Midlands WV1 4QQ

Property Description:

A modern, purpose-built flat forming part of a development fronting Waterloo Road, between the junctions with the Ring Road (A4150) and New Hampton Road East and located within a short walk from the City Centre, University of Wolverhampton, Molineux Stadium and West Park.

The property is situated on the first floor, however the building is on a split level and the entrance to the front leading off Waterloo Road is at ground floor level.

The property is current let on an Assured Shorthold Tenancy at a rent of £525 per calendar month (£6,300 per annum).

Accommodation:

Ground Floor

Entrance from Waterloo Road and stairs leading up from rear car park, Communal Entrance Hall, Reception Hall, Open Plan Lounge/Kitchen, Bedroom, Bathroom with bath having shower over, pedestal wash basin and wc.

Outside:

Rear: Residents Car Park

Leasehold Information:

Lease Term: 99 years from 25 December 1979.

Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 8

Leasehold Investment (One Bedroom Flat Producing £4,920 per annum) *Guide Price: £25,000 - £29,000 (+Fees)

Flat 11 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the second 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). The property is currently let on an assured shorthold tenancy agreement producing a rental of £410 per week (£4,920 per annum).

Accommodation:

Ground Floor:

Communal Entrance and stairs to

Second 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

Viewings:

Via Cottons - 0121 247 2233

LOT 9
Leasehold Investment (Two Bed Flat producing £6,480 per annum)

*Guide Price: £44,000 - £48,000 (+Fees)

Flat 50 Normanton Tower, Portfield Grove, Birmingham, West Midlands B23 5UB
Property Description:

A well laid out two bedroom flat situated on the eighth floor of a purpose built block and benefiting from double glazing and gas fired central heating and being offered for sale in presentable condition throughout. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet. The property is situated adjacent to the new build development on the Lyndhurst estate. The property is currently tenanted producing a rental of £540 pcm (£6,480 per annum).

Please Note: The property will be sold as seen including most fixtures, fittings and furniture.

Accommodation:
Ground Floor

Communal Entrance, Lifts and Stairs

Eighth Floor

Entrance Hallway, Lounge (with door to double glazed balcony area), Kitchen, Two Double Bedrooms, Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and parking

Term: 125 Years from 8 August 1994

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

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

Viewings – Via Cottons – 0121 247 2233


LEGAL PACKS

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Tel 0121 247 2233**

LOT 10

Freehold Vacant 3 Bedroom Terraced House in Prime Student Location

*Guide Price: £215,000 - £230,000 (+Fees)

21 Heeley Road, Selly Oak, Birmingham, West Midlands, B29 6DP



Property Description:

A traditional mid terraced house of two storey part rendered brick construction, surmounted by a pitched replacement tile clad roof, having a single storey rear extension and benefiting from part UPVC double glazed windows. The property requires modernisation and improvement and provides scope for conversion to a student rental property which could include conversion of the existing roof space.

Heeley Road forms part of an established student rental area and is located directly off Bristol Road (A38) and the property is conveniently situated opposite Selly Oak Railway Station and within three quarters of a mile from the University of Birmingham (Selly Oak Campus) and approximately a third of a mile from local shops and amenities contained on both Bristol Road and Selly Oak Retail Park.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall with access to

Cellar, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Walled foregarden, shared pedestrian entry access to rear

Rear: Yard and garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 11
Freehold Snooker and Pool Club with Bar - Investment (Rental £25,000pa)

*Guide Price: £210,000 - £225,000 (+Fees)

The Cue Club, Unit 8 Lightning Way, Alvechurch Road, West Heath, Birmingham, B31 3PH

Property Description:

A long established snooker hall known as the Cue Club (formerly known as West Heath Snooker Club) and contained within a converted industrial building of predominantly brick walls surmounted by a part pitched and part flat roof, set back behind a tarmacadamed forecourt parking area. The property provides well planned accommodation extending to approximately 659sq.mtrs (7,094sq.ft) having two snooker halls with a mix of snooker, pool tables and other games along with a licenced bar.

The property is situated at the entrance of a small industrial estate and forms part of a predominantly residential area. Alvechurch Road leads via Longbridge Lane off Redditch Road (A441) and the property is located approximately seven miles to the south of Birmingham City Centre.

Tenancy Information

The property is let on a lease for a term of 20 years from the 9th September 2006 at a current rent of £25,000 per annum on full repairing and insuring terms and subject to five yearly rent reviews. Note: We are advised that the Cue Club currently has circa 700 life long members.

Accommodation
Ground Floor

Entrance Hall, Reception with Ladies and Disabled Toilets, Kitchen, Beer Cellar, Gents Toilets, Bar and Lounge, Two Snooker Halls

Outside:

Forecourt providing off road car parking

Gross Internal Area: 659.03sq.mtrs (7,094sq.ft) approximately.

Legal Documents:

available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 12

Leasehold Vacant Purpose Built Ground Floor Flat *Guide Price: £60,000 - £65,000 (+Fees)

10 The Furlong, Wednesbury, West Midlands WS10 9SU

Property Description:

A purpose built ground floor flat forming part of a two-storey block, situated in a cul-de-sac located off Franchise Street with easy access to the M6 Motorway Network. The property provides well laid out accommodation which includes one bedroom, benefitting from UPVC double glazed windows and ample communal parking, located at the front of the property.

Leasehold Information:

Lease Term: 125 years from 5th July 1991.

Service Charge: Refer to Legal Pack.

Ground Rent: Refer to Legal Pack.

Accommodation:

Ground Floor

Communal Entrance with security door system.

Flat: Hallway, Bedroom (Double), Lounge, Kitchen and Shower room with w/c and was basin.

Outside:

Surrounding communal gardens and ample parking area located to the front.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 13

Leasehold Vacant Purpose Built First Floor Flat *Guide Price: £60,000 - £66,000 (+Fees)

Flat 4, 719 Kings Road, Great Barr, Birmingham, West Midlands B44 9HP

Property Description:

A modern one bedroom flat forming part of a two storey purpose built development, set back from Kings Road behind a paved and lawned forecourt.

The property provides well laid out accommodation and is offered for sale in well maintained condition, benefitting from gas fired central heating, security door entry system and UPVC double glazed windows.

The property is situated close to the junction with Privet Close in a popular and established residential area and is within approximately 200 metres from the junction of Kings Road and Queslett Road (A4041), the latter providing direct access to Sutton Park located within approximately one mile to the north and within approximately one and a half miles from both Scott Arms Shopping Centre located in Great Barr and the M6 Motorway (junction 7)

Accommodation:

Ground Floor

Communal Entrance Hall with security door entry system

First Floor

Stairs and Landing, Reception Hall with store cupboards, Bathroom with panelled bath

having shower over, pedestal wash basin and wc, Breakfast Kitchen with pantry cupboard and a range of units, Lounge, Double Bedroom

Outside:

Communal gardens and a shared rear garden

Leasehold Information

Lease Term: 125 Years from 7 March 1983

Ground Rent: £10 per annum

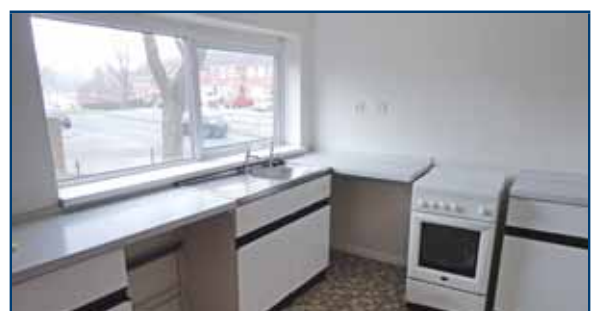
Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14
Freehold Part Vacant/Part Investment Retail Unit with Flat Above

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

69 Raddlebarn Road, Selly Oak, Birmingham, West Midlands B29 6HQ
Property Description:

A mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit and a self contained first floor flat accessed via the rear of the property. The ground floor retail unit has traded as a butchers shop under the current ownership for the past 18 years however will be sold with vacant possession. The first floor flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum). The property is offered for sale in a presentable condition. The property is located between the junctions of both Tiverton Road and Hubert Road and forms part of a parade containing similar retail premises and is situated in a predominantly residential area containing a high proportion of students.

Accommodation:
Ground Floor Shop

Retail area 27.43 sq.mtrs (294 sq.ft), Cold Room 5.79 sq.mtrs (62 sq.ft), Preparation Area and Store 8.66 sq.mtrs (93 st.ft), Rear Storage Area 5.25 sq.mtrs (56 sq.ft),

First Floor Flat

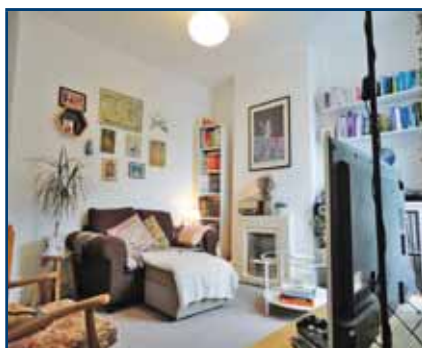
Entrance Hallway with utility area, Lounge, Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

Outside:

Rear Yard area with WC/Store

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

Viewings: Via Cottons – 0121 247 2233


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LOT 15

Freehold Vacant Three Bedroom End Terrace House

*Guide Price: £129,000 - £139,000 (+Fees)

18 Silverton Crescent, Moseley, Birmingham, West Midlands B13 9NH

Property Description:

A semi-detached property, surmounted by pitched tile clad roof and benefits from UPVC double glazing, gas fired central heating and a newly fitted modern kitchen.

The property provides well laid out accommodation and is situated within walking distance from the Stratford Road which provides local shopping facilities and a direct route into Birmingham City Centre and Solihull.

Accommodation:

Ground Floor

Hall, Lounge, Kitchen, Pantry, Bathroom with shower, toilet and wash basin.

First Floor

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

Outside:

Front: Lawned foregarden.

Rear: Lawned garden and paved patio area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Cottons
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LOT 16
Freehold Investment Opportunity / Bar and Student Flat (4 Bedrooms)

*Guide Price: £220,000 - £240,000 (+Fees)

21 Proctor Street, Nechells, Birmingham, West Midlands, B7 4ED

Property Description:

An investment opportunity comprising of a ground floor former bar premises along with a large four bedroom flat to the first and second floors. The property is of traditional brick construction with a pitched tile clad roof. The ground floor accommodation is in need of modernisation and improvement throughout. The first and second floor accommodation having separate access benefits from UPVC double glazing, gas fired central heating and modern kitchen fittings and provides four student letting rooms with shared kitchen, lounge area, shower room and toilets. The property is situated on the corner of Proctor Street and Bullock Street which in turn is found off Great Lister Street providing direct access to Aston University being within approximately quarter of a mile distance. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £20,280 per annum however the current owner has already let the property for a further year commencing 01/07/2019 for a rental of £22,880 per annum. A copy of the tenancy agreement will be available to view in the legal pack.

Accommodation:
Ground Floor
Bar Premises

Main Bar Area 62.22 sq.mtrs (670 sq.ft), Kitchen 9.27 sq.mtrs (100 sq.ft), Inner Corridor, Male and Female WC, Store Room 1 5.31 sq.mtrs (57 sq.ft), Store Room 2 7.49 sq.mtrs (80 sq.ft), Cellar

First Floor

Separate Side Entrance off Bullock Street, Stairs first floor having WC, Kitchen and Living Area, 2 Bedrooms, Store Room and Bathroom with panelled bath, wash basin and WC, Stairs

Second Floor

Having Bedrooms 3 and 4

Outside:

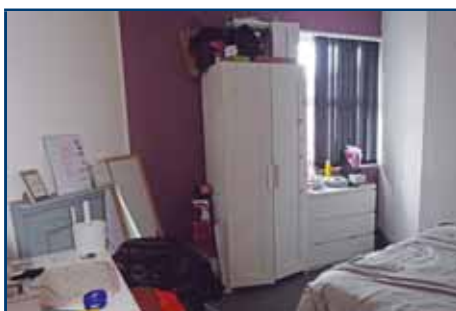
Enclosed yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 17

Freehold Residential Ground Rent (Approx. 17 Years Unexpired) *Guide Price: £17,000 - £20,000 (+Fees)

FGR, 31 Whitburn Avenue, Great Barr, Birmingham, West Midlands B42 1QH

Property Description:

A freehold ground rent secured upon a mid terraced house of brick and tile construction, set back behind a block paved forecourt. The property is located in a cul-de-sac which leads off Lavendon Road and forms part of the established residential area of Great Barr.

The property is subject to a long lease for a term of 99 years from 25 December 1937 at a ground rent of £6 per annum with approximately 17 years of the lease remaining.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 18

Freehold Vacant Extended Five Bedroom House *Guide Price: £245,000 - £265,000 (+Fees)

97 Showell Green Lane, Birmingham, West Midlands B11 4JJ

Property Description:

A substantially extended 5 bedroom, three storey property surmounted by a tile clad roof and set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating. The property has been substantially extended to both the rear and the side providing extensive accommodation including 5 double bedrooms, 3 lounges and 2 bathrooms. The property is located on Showell Green Lane close to the junction with Phipson Road and Adria Road

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Rear Store Area, Bathroom with panelled bath, wash basin and WC, Extended Lounge, Large Dining Kitchen, Stairs

First Floor

Bedrooms 1 to 3 (all double), Separate WC and Bathroom having corner bath, wash basin and WC, Stairs to

Second Floor

Having Bedrooms 4 and 5 (both double)

Outside:

Front Walled foregarden providing off road parking

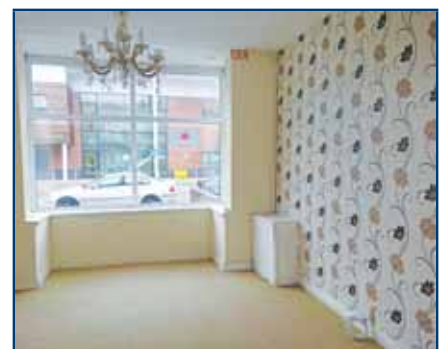
Rear Garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 19
Freehold Investment - Double Shop Unit & 2 Flats (Rent: £35,200 p.a.)
 *Guide Price: £460,000 - £490,000 (+Fees)

10 - 12 Silver Street, Kings Heath, Birmingham, West Midlands, B14 7QU

Property Description:

An end of terrace double retail shop currently used as a furniture showroom with two self-contained flats over and of two-storey brick construction, surmounted by a pitched tile clad roof. The property has been substantially extended to the ground floor and has a modern shop front. The flats benefit from private entrances leading directly off Silver Street and UPVC double glazed windows.

The property forms part of a parade of similar retail units and is situated to the eastern section of Silver Street located directly between Lidl Supermarket car park and Kings Heath High Street, which contains a wide range of both local and multiple retailers, generating a high level of pedestrian footflow.

First Floor

The flat accommodation has not been inspected by the auctioneers and is understood to comprise:

Flat 10a Silver Street

Private Entrance directly off Silver Street, Stairs to Kitchen, Lounge, Double Bedroom, Shower Room with shower enclosure, wash basin and wc.

Flat 12a Silver Street

Private Entrance directly off Silver Street, Stairs to Kitchen, Lounge, Double Bedroom, Shower Room with shower enclosure, wash basin and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


Tenancy Information

Ground Floor Retail Shop: Let on a Licence trading as Delight Sleep Furnishings at a rental of £22,000 per annum.

Flat 10a Silver Street: Let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Flat 12a Silver Street: Let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Total Rental Income: £35,200 per annum.

Accommodation:
Ground Floor
Retail Showroom

136.03 sq m (1,464 sq ft), Rear Store: 14.87 sq m (160 sq ft) including kitchenette and staff toilet with wash basin and wc.



LOT 20

465-471 Gillott Road, Edgbaston, Birmingham, West Midlands B16 9LJ



Property Description:

A substantial investment opportunity comprising of four three storey properties having been formally converted (Ref 1992/00180/PA and dated 8th April 1992) to provide 15 well laid out self-contained flats and 1 storage flat all being separately metered and benefitting from UPVC double glazing and either gas fired central heating or Economy 7 electric heating. The development is set in approximately 0.58 Acres and further benefits from having secure gated access to the rear providing communal lawned gardens, car parking and substantial storage unit. The property is located on Gillott Road close to the junction with Hagley Road which is approximately within 1 miles distance from Birmingham City Centre. All of the flats are currently let producing a total current rental of £70,800 per annum with potential to substantially improve income by letting the storage flat subject to planning and through a programme of rent reviews to market rent.

Please Note

Completion will be six weeks from exchange of contracts.

We are informed by the owner that the flats have not had a rent review for some time and therefore may well be rented below market value. A schedule of tenancies are detailed below:

Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:

- Flat 1** £425 pcm (£5,100 per annum)
- Flat 2** £365 pcm (£4,380 per annum)
- Flat 3** £410 pcm (£4,920 per annum)
- Flat 4** £415 pcm (£4,980 per annum)
- Flat 5** £425 pcm (£5,100 per annum)
- Flat 6** £375 pcm (£4,500 per annum)
- Flat 7** £445 pcm (£5,340 per annum)
- Flat 8** £385 pcm (£4,620 per annum)

- Flat 9** £390 pcm (£4,680 per annum)
- Flat 10** £375 pcm (£4,500 per annum)
- Flat 11** £375 pcm (£4,500 per annum)
- Flat 12** £365 pcm (£4,380 per annum)
- Flat 14** £415 pcm (£4,980 per annum)
- Flat 15** Currently used as a storage flat
- Flat 16** £370 pcm (£4,440 per annum)
- Flat 17** £365 pcm (£4,380 per annum)
- Total Current Rental Income: £5,900 pcm (70,800 per annum)

Accommodation:

465 Gillott Road

Ground Floor

- Flat 14** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room
- Flat 15** Currently used as storage but Having Entrance Hallway, Lounge/Bedroom, Kitchen and Shower room

First Floor

- Flat 16** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

Second Floor

- Flat 17** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

467 Gillott Road

Ground Floor

- Flat 9** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room
- Flat 10** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room

First Floor

- Flat 11** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

Second Floor

- Flat 12** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

469 Gillott Road

Ground Floor

- Flat 5** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room
- Flat 6** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

First Floor

- Flat 7** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

Second Floor

- Flat 8** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

471 Gillott Road

Ground Floor

- Flat 1** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Shower room
- Flat 2** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

First Floor

- Flat 3** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

Second Floor

- Flat 4** Having Entrance Hallway, Lounge, Bedroom, Kitchen and Bathroom

Outside:

Front Walled and lawned foregardens with gated access to the rear

Rear Communal gardens and large private car parking area with substantial storage shed accessed via a secure electric gate adjacent to 465 Gillott Road

Internal photos and plans are available to view online www.cottons.co.uk

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

Viewings: Via Cottons – 0121 247 2233

Freehold Investment Opportunity - 16 Self-Contained Flats and Car Parking (0.58 Acres)
*Guide Price: £800,000 - £900,000 (+Fees)



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



Communal Area



LOT 21

Freehold Takeaway Investment (Rental Income £6,480 per annum)

*Guide Price: £60,000 - £67,000 (+Fees)

70 Blackwell Street, Kidderminster, Worcestershire DY10 2EL

Property Description:

A two-storey retail shop comprising a ground floor hot food takeaway premises with storage to the first floor which was previously used a separate flat.

The property is of traditional brick construction with a pitched slate clad roof and is located on the corner of Blackwell Street and Union Street, within a well-established retail area. The property occupies a Town Centre position, just outside the central Ring Road and close to a densely populated residential area.

Planning

Planning consent was granted on 12 May 2005 (Ref: WF 285/05) by Wyre Forest District Council for change of use from A1 (retail) to A5 (takeaway).

Tenancy Information

The property is let trading as Gourmet Kuche on a Lease for a term of 3 years from 11 August 2017 at a rent of £390 per calendar month (£4,680 per annum). In addition, the tenant has agreed to rent the first floor accommodation for storage at a rent of £150 per calendar month (£1,800 per annum) and an addendum to this effect has been attached to the lease and will be included in the legal pack. **Total rental Income: £6,480 p.a.**

Ground Floor

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

First Floor

Side access from Union Street with stairs to Two Rooms and Shower Room with WC and wash basin.

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

Viewings: Via Cottons - 0121 247 2233



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LOT 22
Freehold Vacant Three Storey Terrace Property

*Guide Price: £165,000 - £175,000 (+Fees)

228 Kingsbury Road, Erdington, Birmingham, B24 8QY

Property Description:

A three-storey property of brick construction, surmounted by a slate clad roof, set back behind a walled foregarden and benefiting from UPVC double glazing and gas fired central heating.

The house was previously used as an assisted living care home and would potentially suit HMO accommodation subject to compliance with regulations.

The property is situated approximately three quarters of a mile north of spaghetti junction giving access to Birmingham City Centre and to the national motorway network.

Accommodation:
Ground Floor

Porch, Hallway, Reception Room One, Reception Room Two, understairs Toilet and Kitchen.

First Floor

Stairs and landing, Bedroom One (with basin), Bedroom Two (with basin), Bedroom Three (used as an office previously with basin) and Bathroom with shower, bath, toilet and basin.

Second Floor

Stairs and landing, Bedroom Four (Double).

Outside:

Front: Walled Garden

Rear: Large Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 23
Freehold Vacant End Terrace Cottage

*Guide Price: £190,000 - £210,000 (+Fees)

45 Coleshill Road, Curdworth, Sutton Coldfield, West Midlands, B76 9EX

Property Description:

A Grade II Listed cottage located in the picturesque village of Curdworth.

The property is set back from the road behind a walled foregarden with a driveway adjacent, allowing off-road parking.

Internally the property benefits from well laid out accommodation with spacious kitchen, two double bedrooms to the first floor, full gas central heating and a summer house with electricity in the garden.

The property is conveniently located approximately 2 miles from the M42 J9 giving allowing access to the national motorway network and approximately 6 miles from Sutton Coldfield Town Centre, where usual local shopping, education and public transport facilities are available.

Accommodation:
Ground Floor

Dining Room/Lounge with storage cupboard, Kitchen, downstairs Bathroom with shower, basin and toilet.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double).

Outside:

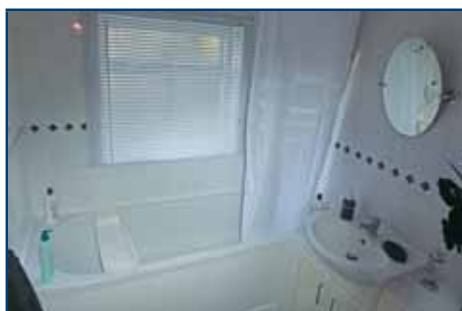
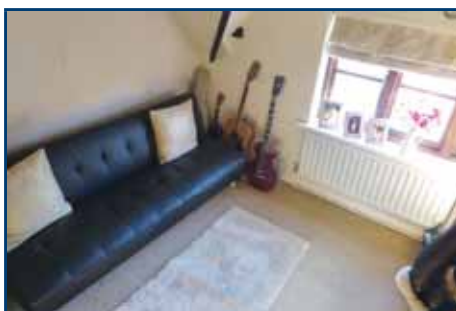
Front: Fenced foregarden with driveway.

Rear: Lawned rear garden with Summer House.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 24
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £135,000 - £145,000 (+Fees)

36 Langford Avenue, Great Barr, Birmingham, West Midlands, B43 5NH

Property Description:

A presentable and modernised semi detached house of two storey brick construction surmounted by a hipped tile clad roof, occupying an elevated position, set back behind a lawned foregarden. The property benefits from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings.

The property forms part of the popular residential area of Great Barr and is located within approximately half a mile from Scott Arms Shopping Centre located at the junction of Walsall Road (A34) with Newton Road (A4041) and one mile from the M6 Motorway (junction 7).

Accommodation:
Ground Floor

Reception Hall, Lounge, Dining Room opening to Kitchen with a range of modern fitted units

First Floor

Stairs and Landing, Bedroom One (double),

Bedroom Two (double), Bedroom Three (single), Bathroom with modern suite comprising panelled bath having shower attachment, pedestal wash basin and wc

Outside:

Front: Lawned foregarden, pedestrian side access to rear

Rear: Lawned rear garden and hard standing with potential for rear access via a shared rear right of way

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 25

Freehold Public House Investment/ Re-development Potential (0.48 Acres)
 *Guide Price: £230,000 - £250,000 + 20% VAT (+Fees)

By Instruction of the Joint LPA Receivers

The Red Lion 9 Newbold Road, Barlestone, Nuneaton, Warwickshire, CV13 0DZ



Property Description:

A detached public house located in the popular Village of Barlestone, of two storey rendered brick construction surmounted by a pitched slate clad roof and occupying a large rectangular shaped plot which extends to an area of approximately 0.48 acres and includes a sizeable car park and beer garden. The property is currently trading as a public house and restaurant with living accommodation over, benefiting from gas fired central heating. Barlestone is situated approximately four miles to the north east of Market Bosworth within the rural Leicestershire countryside and is approximately 10 miles to the west of Leicester City Centre and 35 miles to the east of Birmingham City Centre.

Tenancy Information

The property is let on a lease for a term of 10 years from 13th November 2017 on full repairing and insuring terms at a rental of £16,800 per annum, subject to five yearly rent reviews.

Planning

The property's current use as a public house is duly established and it may be suitable for a variety of alternate uses including re-development. All interested parties should contact the local planning department at Hinckley & Bosworth Borough Council to discuss any proposals for the site.

Accommodation

Ground Floor

Entrance Hall, Bar: 57.52sq.mtrs (619sq.ft) with seating, Pool/Games Room: 24.87sq.mtrs (267sq.ft), Inner Hall, Ladies and Gents Toilets, Dining Room: 20.67sq.mtrs (222sq.ft), Side Entrance Hall, Kitchen including wash room and store room: 31.97sq.mtrs (344sq.ft), Beer Cellar: 15.35sq.mtrs (165sq.ft)

First Floor

Flat/Living Accommodation, Stairs and Landing, Lounge, Two Double Bedrooms, Breakfast Kitchen, Shower Room with glazed shower, pedestal wash basin and wc

Outside:

Customer car park and large beer garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: - Via Cottons - 0121 2472233



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



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on 0121 247 2233 or commercial@cottons.co.uk**

LOT 26

Freehold Vacant Four Bedroom Semi-detached Dormer Bungalow

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

62 Templeton Road, Great Barr, Birmingham, West Midlands B44 9BT

Property Description:

A four bedroom semi detached dormer bungalow 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, gas fired central heating, potential for extension works and further benefits from having the potential for off road parking to the rear accessed via a secure gated service road. Templeton Road is located off both Dunedin Road and Southgate Road and the property itself is within walking distance to Cardinal Wiseman Catholic School

Accommodation

Ground Floor

Entrance Hallway, Lounge, Kitchen, Bathroom having panelled bath, wash basin and WC, Bedrooms 1 and 2, Stairs

First Floor

Landing, Bedrooms 3 and 4

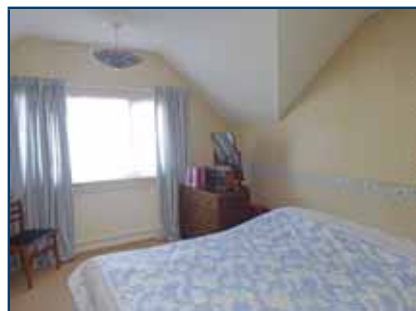
Outside:

Front Lawned foregarden

Rear Lawned garden and garage and the potential for off road parking accessed via a secure gated service road.

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

Viewings – Via Cottons – 0121 247 2233



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- ✓ 1st Thursday - Birmingham Central (Novotel Broad St)
- ✓ 2nd Tuesday - Coventry (Village Hotel)
- ✓ 3rd Thursday - Birmingham (NEC Crowne Plaza)
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For more info visit: www.propertyinvestorsnetwork.co.uk

LOT 27
Freehold Vacant Mid Terrace House

*Guide Price: £85,000 - £90,000 (+Fees)

31 Arundel Street, Walsall, West Midlands WS1 4BY
Property Description:

A mid terrace house of traditional brick construction, surmounted by a pitched roof, directly fronting the pavement.

The property benefits from well laid out accommodation, part double glazing and combi gas central heating, but requires modernisation throughout.

The property is situated in the Caldmore area of Walsall, within circa one and a half miles from Walsall Town Centre.

Accommodation:
Ground Floor

Hallway opens with Reception Room One, Reception Room Two, Kitchen, downstairs Bathroom with Utility Area and separate downstairs wc.

First Floor

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

Outside:

Rear: Well presented garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


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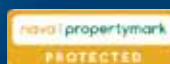
As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency Manager, Dan O'Malley.

0121 247 4747
domalley@cottons.co.uk

Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL

www.cottons.co.uk



LOT 28

Freehold Vacant Mixed Use Property
*Guide Price: £80,000 - £90,000 (+Fees)

335 Dudley Port, Tipton, West Midlands DY4 7PP

Property Description:

A two-storey property of brick construction, surmounted by a slate roof.

The ground floor commercial unit was previously used as a Fish and Chip Takeaway and the first floor is a self-contained flat.

The agents have not been able to inspect the flat to the first floor however we have been informed by the vendor that this is a two bedroom self contained flat.

The property is situated approximately a two miles north east of Dudley Town Centre and also off the Birmingham New Road giving access to Birmingham City Centre and to the national motorway network.

Accommodation:

Ground Floor

Retail Area: Kitchen, Food Preparation Area, Toilet and Storage.

First Floor Flat:

Kitchen/Dining Room, Lounge, Two Bedrooms and a Shower Room with wc.

Outside:

Rear: Considerable parking area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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We are now on [Facebook](#) and [Twitter](#)!

For the latest Estate Agency Instructions and news when auction catalogues have been released, then 'like' us  on Facebook follow us  on Twitter @CottonsCS.



LOT 29
Freehold Part Investment - Mixed Use Property - Café & House

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

85 High Street, Brierley Hill DY5 3JB & 89 Norwood Road, Brierley Hill, West Mids, DY5 3XD

Property Description:

An attractive investment opportunity comprising of a long established café and a separate house forming part of a two storey traditional built property of brick construction with pitched slate clad roof, prominently located wrapping around the junction of High Street and Norwood Road.

The property forms part of the established Brockmoor Area located approximately half a mile to the west of Brierley Hill Town Centre and approximately three miles from both Stourbridge and Dudley Town Centres.

Tenancy Information

85 High Street: Let as a café on a lease expiring in 2021 at a current rental of £7,500 per annum. We understand the café has been established for in excess of 30 years and the existing tenant has occupied the property for the last 14 years.

89 Norwood Road: Currently vacant

Accommodation:
85 High Street:
Ground Floor

Reception Hall, Customer Seating Area: 18.42sq.mtrs (198sq.ft) with 20 Covers, Servery and Customer Waiting Room: 11.86sq.mtrs (127sq.ft), Kitchen: 7.79sq.mtrs (83sq.ft), Preparation Room: 5.77sq.mtrs (62sq.ft).

First Floor

Stairs and Landing, Toilets with Wash Room and Ladies and Gents wc, Room One: 17.98sq.mtrs (193sq.ft), Room Two: 11.97sq.mtrs (128sq.ft)

89 Norwood Road:
Ground Floor

Entrance Hall, Lounge, Breakfast Kitchen with pantry

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two/Box Room, Bathroom with bath, wash basin and wc.


Outside:

Rear: Gravelled yard with gated access off Norwood Road

Note: The house benefits from part UPVC double glazed windows and gas fired central heating.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 30

Freehold Vacant Four Bedroom Mid-Terraced House

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

79 Slade Road, Erdington, Birmingham, West Midlands B23 7PN

Property Description:

A two-storey, mid terrace house of brick construction surmounted by a pitched slate roof. The property benefits UPVC double glazed windows and gas central heating.

This house was previously used as an assisted living care home and would potentially suit HMO accommodation subject to compliance with regulations.

The property is situated approximately a quarter of a mile north of spaghetti junction giving access to Birmingham City Centre and to the national motorway network.

Accommodation:

Ground Floor

Reception Room One, Reception Room Two, Dining Room, Kitchen, Pantry and downstairs Toilet with basin.

First Floor

Stairs and Landing, Bedroom One (Double with wash basin), Bedroom Two (Double), Bedroom Three (Single), Bedroom Four (Double with wash basin), Bathroom with shower, toilet and bath.

Outside:

Front: Walled garden.

Rear: Large lawned garden with patio area.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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

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

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

LOT 31
Freehold Vacant Semi-Detached House

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

396 Frankley Beeches Road, Birmingham, B31 5NH
Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a tile clad roof. The property benefits from well laid out accommodation, UPVC double glazing, gas fired central heating and a well maintained garden.

The property is ideally situated for access to Longbridge and Northfield Town Centre's, with good transport links providing easy access to Birmingham city centre.

Accommodation:
Ground Floor

Hallway, Front Reception Room, Rear Reception Room, fully fitted Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), large Bathroom with toilet, basin and bath with shower and boiler cupboard.

Outside:

Front: Lawned foregarden.

Rear: Lawned garden with patio area.


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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

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

LOT 32

Freehold Vacant Former Retail Shop with Living Accommodation

*Guide Price: £130,000 - PLUS (+Fees)

Former Garmaret Stores, Knowle Hill, Hurley, Atherstone, Warwickshire CV9 2JE

Property Description:

A detached Dormer bungalow long established as a retail shop selling decoration and DIY products along with living accommodation. The property is of brick construction with a pitched tile clad roof and is in need of complete modernisation and refurbishment throughout.

The property is set back behind a concrete forecourt and located in the North Warwickshire Village of Hurley, which comprises a mix of traditional and modern housing. Hurley comprises a popular commuter village, located approximately five miles from the local towns of both Atherstone and Tamworth, along with the M42 Motorway (Junctions 9 & 10).

Planning:

The existing use of the property is as a shop and premises with living accommodation. The Rating assessment for the shop section is contained on the Valuation Office Agency website.

The property may be suitable for conversion to residential accommodation, including a single family dwelling house and all interested parties should discuss any proposals for the property with the Local Planning Department at North Warwickshire Borough Council prior to bidding.

Accommodation:

Ground Floor

Room One: 7.27 sq. m (78sq.ft.), Room Two: 11.85 sq. m (127sq.ft.), Garage/Store Room: 10.75 sq. m (115sq.ft.), Kitchen, Rear Entrance Hall, Toilet with wc.

First Floor

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

Outside:

Front: Foregarden with concrete driveway, providing off-road car parking and leading to garage.

Rear: Small garden.

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

Viewings: Via Cottons - 0121 247 2233



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OFFERS

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

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

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

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

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

LOT 33
Freehold Vacant Cottage with Two Bedrooms

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

39 Alvecote Cottages, Alvecote Lane, Alvecote (Nr. Tamworth), Warwickshire B79 0DJ
Property Description:

A mid terraced cottage of brick construction surmounted by a pitched tile clad roof, benefitting from two double bedrooms, Upvc double glazed windows and electric storage heating. The property is located in the popular North Warwickshire village of Alvecote, close to Alvecote Pools and overlooking agricultural land to the rear. The property is within convenient travelling distance of Tamworth Town Centre providing a wide range of shopping and leisure amenities. The M42 Motorway is accessible at either junction 10 or 11 each within approximately five miles distance.

Accommodation:
Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with bath having shower over, vanity wash basin and wc

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

Rear: Yard area, shared vehicular access, brick store and a separate lawned garden.

Viewings: Via Cottons – 0121 247 2233

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



Rear View Overlooking Open Countryside


DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £950 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods
Card Payments

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

LOT 34

Freehold Vacant Semi-detached House with Three Bedrooms

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

45 Calthorpe Road, Handsworth, Birmingham, West Midlands B20 3LZ

Property Description:

A traditional semi-detached house of two-storey brick construction with rendered elevations, surmounted by a hipped tile clad roof, benefitting from gas fired central heating, large rear garden and three bedrooms but requiring complete repair and refurbishment throughout.

The property forms part of an established residential area and Calthorpe Road comprises a cul-de-sac which leads directly off Westminster Road which, in turn, leads off Wellington Road (A4040).

Accommodation:

Ground Floor

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

First Floor

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

Outside:

Front: Paved foregarden, pedestrian side access to rear.

Rear: Paved yard and large gravelled garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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CHARTERED SURVEYORS

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

on **WEDNESDAY 22ND MAY 2019**

at Aston Villa Football Club, Aston Villa, Birmingham.
please complete the slip found on the back of the viewing schedule
and hand it to us at the auction or post it to us at the address provided.

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			<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 18th March 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>	
<p>LOT 11</p>	<p>LOT 14</p>	<p>LOT 16</p>	<p>LOT 19</p>	<p>LOT 21</p>
	<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 12th March 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>		<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 12th March 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>	
<p>LOT 25</p>	<p>LOT 28</p>	<p>LOT 29</p>	<p>LOT 32</p>	

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

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

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

PROXY BID FORM / TELEPHONE BID FORM

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

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

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

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

TYPE OF BID

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

BIDDER INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Contact Number	<input type="text"/>
Contact Number for telephone bid on Auction Day	<input type="text"/>

SOLICITOR INFORMATION

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

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

4th Edition

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material — which auctioneers can tailor to their needs — and part two the auction conduct conditions.

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum

An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

Agreed completion date

Subject to **condition** 69.3:

- (a) the date specified in the **special condition**; or
- (b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

Arrears

Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

Arrears schedule

The arrears schedule (if any) forming part of the **special conditions**.

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

Auctioneers

The auctioneers at the **auction**.

Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** their obligations can be enforced against them jointly or against each of them separately.

Catalogue

The catalogue to which the **conditions** refer including any supplement to it.

Completion

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** 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.

Condition

One of the **auction conduct conditions** or **sales conditions**.

Contract

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

Contract date

The date of the **auction** or, if the **lot** is not sold at the **auction**:

- (a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

General conditions

That part of the **sale conditions** so headed, including any extra general conditions.

Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

Lot

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

Old arrears

Arrears due under any of the **tenancies** that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars

The section of the **catalogue** that contains descriptions of each **lot** (as varied by any **addendum**).

Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price

The price that the **buyer** agrees to pay for the **lot**.

Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**.

Sale conditions

The **general conditions** as varied by any **special conditions** or **addendum**.

Sale memorandum

The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded.

Seller

The person selling the **lot**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

Special conditions

Those of the **sale conditions** so headed that relate to the **lot**.

Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

Tenancy schedule

The tenancy schedule (if any) forming part of the **special conditions**.

Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and **us** and **our**) The **auctioneers**.

Your (and **your**)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

Auction conduct conditions

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 disappled 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**.

A6 Extra Auction Conduct Conditions

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £2000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

A6.2 The deposit will be held by the **auctioneers** as agents for the **seller** unless the sale is subject to **VAT** when it will be held as stakeholder.

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

- (a) of the **buyer's** **VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
 - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

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

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

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

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

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B 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**.

G30. Extra General Conditions

G30.1 If a cheque for all or part of the deposit is not cleared on first presentation, the **auctioneers** are under no obligation to re-present the cheque, but should they do so (at their sole discretion) then the **buyer** will pay to the **auctioneers** a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

G30.2 Vacant possession of the **lot** shall be given to the **buyer** on **completion** except where stated in the **special conditions**. The **buyer** accepts that vacant possession of the whole or any part of the **lot** offered with vacant possession notwithstanding that:

(a) there may be furniture fittings or effects remaining at the **lot** in which case the **buyer** shall not be entitled to require the removal of such items or delay **completion** on the grounds that the existence of such items does not constitute vacant possession, and

(b) that all or part of the **lot** whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

G30.3 The **buyer** will pay to the **auctioneers** a Buyers Administration Fee of £600 inclusive of VAT (£300 for transactions of less than £10,000). If for any reason this sum is not paid on exchange of contracts then it will be payable to the **seller's** solicitors on **completion** in addition to the purchase **price**.

G30.4 Any description of the **lot** which includes reference to its use does not imply or warrant that it may be legally used for that purpose.

G30.5 If the **buyer** is unable to provide adequate means of identification in the auction room either for himself or for the contractual **buyer** (if this is different) the **auctioneers** may retain the **sale memorandum** signed by or on behalf of the **seller** until such identification is produced and in the absence of its production may (as agents for the **seller**) treat this as the **buyers** repudiation of the **contract** and re-offer the **lot** for sale.

G30.6 The **auctioneers** shall be under no financial liability in respect of any matters arising out of the **auction** or the **particulars** of any **lot** or any of the **conditions** relating to any **lot**. No claims shall be made against the **auctioneers** by the **buyer** in respect of any loss or damage or claim actually or allegedly suffered by or made against the **buyer** by reason of the **buyer** entering into the **contract**.

G30.7 The **auctioneers** have undertaken their best endeavours to satisfy themselves as to the bone fides of the **seller** and that he is the beneficial owner but we give no warranty.

A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions

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**



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