

10TH JULY 2019

# Cottons

CHARTERED SURVEYORS

## AUCTION

WEDNESDAY 10th JULY 2019

11:00 AM

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## LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

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

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

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

### Auctioneers Advice

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

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

## IMPORTANT NOTICE

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

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

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

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

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

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

### ID

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

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

### Third Party Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Misrepresentation Act

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

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

### Definition

#### Definition of Guide Prices

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

#### Definition of Reserve Price

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

# A COLLECTIVE AUCTION SALE of 43 LOTS

## Order of Sale

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

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

1	8 PARK AVENUE, BALSALL HEATH, B12 9RU	Freehold Residential Investment
2	27 BEAUFORT HOUSE, WATER ORTON, B46 1SX	Leasehold Vacant Residential
3	1B CHURCHFIELDS ROAD, WEDNESBURY, WS10 9DX	Freehold Vacant Residential
4	21 CHURCHFIELD AVENUE, TIPTON, DY4 9NF	Leasehold Vacant Residential
5	102 ADDISON ROAD, KINGS HEATH, B14 7EN	Freehold Vacant Residential
6	71 SANDON ROAD, BIRMINGHAM, B17 8DT	Freehold Vacant Residential
7	45 TRAFALGAR COURT, TIVIDALE, OLDBURY, B69 2JD	Leasehold Vacant Residential
8	142A BEACON ROAD, GREAT BARR, B43 7BN	Leasehold Vacant Residential
9	24 STOCKTON COURT, BILSTON, WV14 9SY	Leasehold Residential Investment
10	3 WARLEY COURT, MOAT ROAD, OLDBURY, B68 8EL	Leasehold Vacant Residential
11	53 NEW ROAD, DUDLEY, DY2 9AZ	Freehold Vacant Residential
12	339 TANGMERE DRIVE, CASTLE VALE, B35 7PX	Freehold Vacant Residential
13	LAND AT GLASCOTE LANE, WILNECOTE, TAMWORTH,	Freehold Land
14	41 CHURCHFIELD AVENUE, TIPTON, DY4 9NF	Leasehold Residential Investment
15	499 LITTLEWORTH ROAD, CANNOCK, WS12 1JA	Freehold Vacant Residential
16	366 GOSPEL LANE, BIRMINGHAM, B27 7AJ	Freehold Commercial Investment
17	14 FRANKLIN ROAD, BOURNVILLE, B30 2HH	Freehold Residential Investment
18	21 TRAFALGAR COURT, TIVIDALE, OLDBURY, B69 2JD	Leasehold Vacant Residential
19	LAND REDDAL HILL ROAD, CRADLEY HEATH, B64 5JG	Freehold Land
20	MARKET HALL, 143-147 CASTLE SQUARE, B29 5QH	Freehold Commercial Investment
21	155 COLLEGE ROAD, MOSELEY, B13 9LH	Freehold Vacant Residential
22	2-4 CROWN STREET, WELLINGTON, TELFORD, TF1 1LP	Freehold Vacant Commercial
23	5 BIRCH COURT, BOSCOBEL CRESCENT, WV1 1QJ	Leasehold Vacant Residential
24	85 ASCOT CLOSE, OLDBURY, B69 1HA	Leasehold Vacant Residential
25	30 GATE STREET, SEDGLEY, DUDLEY, DY3 1TJ	Freehold Vacant Residential
26	41-49 HIGH STREET, KINGS HEATH, B14 7BH	Freehold Vacant Commercial
27	33-39 LANGLEY HIGH STREET, OLDBURY, B69 4SN	Freehold Mixed Use Commercial
28	FLAT 4 MELVYN HOUSE, DUDLEY, DY2 9RJ	Leasehold Residential Investment
29	FLAT 8 EDWARD HOUSE, DUDLEY, DY2 9RJ	Leasehold Residential Investment
30	FLAT 47 BRIARLEY, WEST BROMWICH B71 3PQ	Leasehold Vacant Residential
31	KENILWORTH ROAD, HAMPTON-IN-ARDEN, B92 0LW	Freehold Guest House
32	33 WELLESBOURNE ROAD, HANDSWORTH, B20 3TH	Freehold Vacant Residential
33	80-82 HAYES LANE, STOURBRIDGE, DY9 8QP	Freehold Residential Investment
34	18 & 20 WEST BROMWICH STREET, WALSALL, WS1 4BW	Freehold Commercial Investment
35	43B CREMORNE ROAD, SUTTON COLDFIELD, B75 5AQ	Freehold Vacant Residential
36	LOCK UP GARAGE 1, AT ALREWAS, STAFFORDSHIRE	Freehold Garage
37	LOCK UP GARAGE 2, AT ALREWAS, STAFFORDSHIRE	Freehold Garage
38	LOCK UP GARAGE 3, AT ALREWAS, STAFFORDSHIRE	Freehold Garage
39	613 SHIRLEY ROAD, HALL GREEN, B28 9JZ	Freehold Vacant Residential
40	45 HIGH STREET, BROSELEY, TF12 5EZ	Freehold Vacant Commercial
41	42 VICTORIA ROAD, STECHFORD, B33 8AH	Freehold Residential Investment
42	151A TURNBERRY ROAD, GREAT BARR, B42 2HR	Freehold Vacant Commercial
43	133 BROOKE ROAD, OAKHAM, LE15 6HQ	Freehold Vacant Residential

### Auctioneers:

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### Valuers:

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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 End Terraced Investment Property

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

#### 8 Park Avenue, Balsall Heath, Birmingham, B12 9RU

##### Property Description:

This end terraced property of brick construction, surmounted by a tile clad roof, set back from the road via a sidewalk.

The property is currently split into two separate flats with a ground floor communal area. The property is located on Park Avenue, which is a private walkway off George Street in Balsall Heath.

##### Schedule of Tenancies:

Flat 1: Vacant (previously let at £375pcm, £4,500pa)

Flat 2: £350pcm (£4,200pa) contract until 31st October 2019

Total Rental Income: £4,200pa



##### Ground Floor

Communal Entrance and Store Room.

##### Ground Floor Flat:

Entrance, Kitchen, Living Room, Bedroom, Bathroom

##### First Floor Flat:

Stairs to flat, Landing, Bedroom, Living Room, Bathroom, Kitchen

##### Outside:

**Front:** Walled foregarden.

**Rear:** Garden.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## 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

### Leasehold Vacant Two Bedroom Flat in Popular Commuter Village

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

#### 27 Beaufort House, Orton Close, Water Orton, Birmingham, West Midlands B46 1SX

##### Property Description:

A well laid out two bedroom purpose built apartment situated on first floor of a three storey development of brick construction with a pitched mansard tiled roof and set within well maintained lawned gardens. The property benefits from electric storage heating, UPVC double glazed windows, two bedrooms and garage in adjacent block and is situated in a private cul-de-sac known as Orton Close which leads directly off Birmingham Road (B4118) providing direct access to Water Orton Village Centre.

Water Orton Comprises of a well regarded and popular commuter village located approximately seven miles to the east of Birmingham City Centre, three miles to the north of Coleshill Town Centre and with convenient access to the Midlands Motorway Network including the M6, M42 and M6 Toll Motorways. The Village Centre contains a wide range of retail shops and amenities including a library and public house and in addition Water Orton Railway Station which provides direct access to Birmingham New Street Railway Station taking approximately 15 minutes along with direct links to the towns of Tamworth and Nuneaton.

##### Accommodation:

###### Ground Floor

Communal Entrance

###### First Floor

Stairs and Landing, Reception Hall with Store Cupboard, Lounge, Kitchen with a range of units, Inner Hall, Two Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

##### Outside:

Well maintained communal gardens, garage in separate block

##### Leasehold Information

Both flat and garage are let on separate leases, each for a term of 99 years from 25th December 1960

Ground Rent: Flat: £17 per annum, Garage: £2 per annum

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

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



# Cottons

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

**Viewings:** Via Cottons - 0121 2472233


**LOT 4**
**Leasehold Vacant Three Bedroom Flat**

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

**21 Churchfield Avenue, Tipton, West Midlands DY4 9NF**
**Property Description:**

A purpose built second floor flat forming part of a three storey development situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163).

The property provides generous and well laid out accommodation which includes three bedrooms, mostly UPVC double glazed windows and residents car parking but requires modernisation and refurbishment.

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

Communal Entrance Hall with door entry system, Stairs and Landing

**Second Floor**

Reception Hall, Lounge with door to balcony, Kitchen,

Bedroom One (double), Bedroom Two (single), Bedroom Three (double), Bathroom (no fittings), Separate WC

**Outside:**

Communal gardens and residents car parking area

**Leasehold Information**

Lease Term: From 8th July 1986 to 1st July 2084

Ground Rent: £60 per annum until 1st July 2051 then

£72 per annum for the remainder of the term.

Service Charge: Refer to legal pack

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 5

### Freehold Vacant Three Bedroom Mid Terraced House \*Guide Price: £165,000 - £180,000 (+Fees)

102 Addison Road, Kings Heath, Birmingham, West Midlands, B14 7EN



#### Property Description:

A traditional mid terraced house of two-storey brick construction, surmounted by a pitched replacement tile clad roof, set back behind a walled foregarden and benefitting from part UPVC double glazed windows, gas fired central heating, rear ground floor extension and providing well laid out accommodation which includes three good sized bedrooms. The property requires modernisation and improvement throughout.

Addison Road forms part of the popular and well regarded Kings Heath area and the property is conveniently within approximately 250 metres of Alcester Road South (A435) which provides access to Kings Heath Town Centre, containing a wide range of retail amenities, bars and restaurants.

#### Accommodation:

##### Ground Floor

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Utility Area, separate Toilet with wc, Bathroom with corner bath having shower over and pedestal wash basin.

#### First Floor

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

#### Outside:

**Front:** Walled foregarden.

**Rear:** Yard and Garden.

#### Legal Documents:

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

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





**LOT 6**
**Freehold 5 Bedroom Semi-Detached House**

\*Guide Price: £225,000 - £250,000 (+Fees)

**71 Sandon Road, Birmingham, West Midlands B17 8DT**
**Property Description:**

A three-storey, semi-detached house of brick construction surmounted by a pitched tile clad roof. The property benefits from partial UPVC double glazed windows and gas central heating.

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

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

Hallway, Toilet, Front Reception Room, Rear Reception Room, Dining Room, Kitchen

**First Floor**

Bedroom 1 (Double), Bedroom 2 (Double), Shower Room 1 with Toilet & Basin, Shower Room 2 with Toilet & Basin, Bedroom 3 (Double)

**Second Floor**

Bedroom 4 (Double), Bedroom 5 (Double)

**Outside:**

**Front:** Block Paved Driveway

**Rear:** Patio Area onto Lawned Garden

**Legal Documents:**

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

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


**LOT 7**
**Leasehold Vacant Possession**

\*Guide Price: £15,000 - £19,000 (+Fees)

**45 Trafalgar Court, Tividale, Oldbury, West Midlands B69 2JD**
**Property Description:**

A purpose built first floor flat situated in a development located off Birmingham Road (A4123) and accessed by way of a service road. The property benefits from having electric heating and garage providing secure off road parking.

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

Stairway to

**First Floor**

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

**Lease Information:**

**Term:** 99 years from 25th March 1974

**Ground Rent & Service Charge:** Refer to Legal Pack.

**Outside:**

Communal gardens and garage.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 8

### Long Leasehold Vacant Residential Investment Opportunity (2 Flats)

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

#### 142A & 142B Beacon Road, Great Barr, Birmingham, West Midlands B43 7BN

##### Property Description:

The property comprises a large duplex flat (142A) converted to provide two separate well laid out, one bedrooms flats (known as 142A & 142B), each with separate services, accessed from a rear private entrance and including a garage and rear garden. The property is situated over a parade of shops, set back from Beacon Road behind a service road and forms part of a popular residential area. Beacon Road leads directly off Queslett Road which leads off Walsall Road (A34). The flats benefit from UPVC double glazed windows and have strong income potential from the letting of both flats and the garage separately.

##### Accommodation:

Private rear access from shared driveway, external stairs to:

##### First Floor

Shared Entrance Hall

Flat 142A: Bedroom, Inner Hall, Bathroom with bath having shower over, pedestal wash basin and wc, Kitchen, Lounge

##### Second Floor

Flat 142B: Stairs and Landing, Bathroom with bath having shower over, pedestal wash basin and wc, Bedroom, Lounge, Kitchen.

**Outside:** Rear garden and a brick built garage

##### Leasehold Information

Lease Term: Both flats are held on an overriding lease for 120 Years from 1st January 2005

Ground Rent: Refer to legal pack

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 9

### Leasehold Investment (One Bed Flat Producing £3,900 per annum)

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

#### Flat 24 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

##### Property Description:

A one bedroom purpose built flat situated on the fourth 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 £325 per week (£3,900 per annum).

##### Accommodation:

##### Ground Floor

Communal Entrance and stairs to

##### Fourth Floor

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

##### Outside:

Communal Grounds and garage

##### Lease Information

Term : 99 years from 24th June 1978

Ground Rent : Refer to Legal Pack

Service Charge : Refer to Legal Pack

Legal Documents

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

Viewings

Via Cottons - 0121 247 2233





## LOT 10

### Leasehold Vacant One Bedroom Flat

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

#### Flat 3 Warley Court, Moat Road, Oldbury, West Midlands B68 8EL

##### Property Description:

A well laid out purpose built one bedroom flat, situated in a prominently located development known as Warley Court, which contains a range of neighbourhood retail units and with flats over, accessed by way of a communal entrance. The property is situated at the junction of Moat Road and Pound Road forming part of a well regarded residential area, conveniently located within approximately one and a half miles from Bearwood Shopping Centre and the M5 Motorway (Junction 2).

##### Accommodation:

##### Ground Floor

Secure Communal Front Entrance, Stairs and Landing.

##### First Floor

Reception Hall, Bathroom with bath having shower over, pedestal wash basin and wc, Lounge, Dining Kitchen with a range of units, Double Bedroom.

##### Outside:

Communal forecourt parking area.

##### Lease Information:

**Term:** 99 Years from 15 January 2018

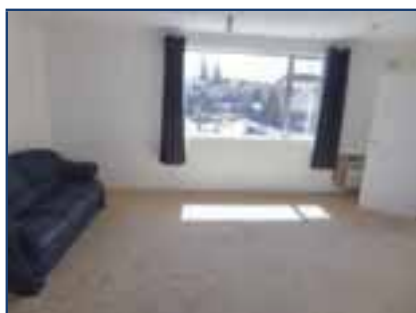
**Ground Rent & Service Charge:** Refer to Legal Pack.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 11

### Freehold Vacant Semi-detached Property

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

#### 53 New Road, Dudley, West Midlands DY2 9AZ

##### Property Description:

A semi-detached 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, gas fired central heating and a converted loft room providing two additional rooms with stairwell access. The property does require some modernisation and improvement. New Road is located off Cinder Bank which in turn is found of Duncan Edwards Way (A461)

##### Accommodation:

##### Ground Floor

Side Entrance, Lounge, Dining Room, Kitchen, Bathroom having panelled bath, wash basin and WC and stairs to

##### First Floor

3 Bedrooms and stairs to

##### Second Floor

Converted Loft Room and Box Room

##### Outside:

**Front** Walled foregarden

**Rear** Paved garden

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





## LOT 12

### Freehold Vacant Three Bedroomed Property

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

#### 339 Tangmere Drive, Castle Vale, Birmingham, West Midlands B35 7PX

##### Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having double glazing (the majority being UPVC) and gas fired central heating. The property further benefits from having a garage to the rear located off Watton Green providing secure off road parking. The property is located on Tangmere Drive close to the junction with Watton Green and Cosford Crescent. Tangmere Drive itself is located off Spitfire Island and the property is within a quarter of a miles distance from Castle Vale Retail Park.

##### Accommodation:

###### Ground Floor

Entrance Hallway, Through Lounge, Kitchen, Stairs,

###### First Floor

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

##### Outside:

**Front** Lawned foregarden

**Rear** Garden and garage providing off road parking accessed via Watton Green

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



Garage Providing Off Road Parking

## LOT 13

### Freehold Land (3.02 Acres)

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

#### Land on the South East Side of Glascote Lane, Wilnecote, Tamworth, B77 2PH

##### Property Description:

A parcel of freehold land irregular in shape and extending to an area of approximately 3.02 acres (12,224 sq.mtrs). The site is currently overgrown and runs adjacent to the A5 bypass. The land has vehicular access off Glascote Lane for agricultural use only. The parcel of land is situated off Glascote Lane close to the housing development on Shanon, which in turn is found off Birds Bush Road.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

##### Planning:

All interested parties must satisfy themselves in full with any plans or proposals they may have with Tamworth Borough Council prior to bidding.



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



Access to Land

**LOT 14**
**Leasehold Investment, Three Bedroom Flat (Rental £5,720 per annum)**

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

**41 Churchfield Avenue, Tipton, West Midlands DY4 9NF**
**Property Description:**

A purpose built second floor flat forming part of a three storey block situated in a cul-de-sac located off Lichfield Street which in turn leads off Upper Church Lane (B4163).

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having gas fired central heating, UPVC double glazed windows and ample communal car parking located to the rear. The property is currently let on an assured shorthold tenancy agreement producing a rental of £110 per week (£5,720 per annum) and the tenant has been in occupation for approximately 3 years.

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

Communal Entrance with Secure Door Entry System, Stairs

**Second Floor**

Hallway, Lounge with balcony, Three Bedrooms, Kitchen and Bathroom

**Outside:**

Surrounding communal gardens and ample parking area located to the rear

**Leasehold Information:**

**Lease Term:** 18 July 1986 to 1 July 2084

**Ground Rent:** £60 per annum until 1st July 2051 then £72 per annum for the remainder of the term.

**Service Charge:** Refer to Legal Pack

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 15**
**Freehold Vacant Three Bedroom End Terrace House**

\*Guide Price: £95,000 - £105,000 (+Fees)

**499 Littleworth Road, Cannock, Staffordshire WS12 1JA**
**Property Description:**

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from UPVC double glazing, gas fired central heating and off road parking to the rear. The property is located on Littleworth Road close to the junction with Rawnsley Road

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

Lounge, Dining Room, Kitchen, Shower Room having shower cubicle, wash basin and WC, Stairs

**First Floor**

3 Bedrooms

**Outside:**

**Front** Walled foregarden

**Rear** Court yard with brick built store and wc, and rear garden providing off road parking

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 16

### Freehold Investment Retail Shop with a 2 Bedroom Flat

\*Guide Price: £180,000 - £190,000 (+Fees)

#### 366 Gospel Lane, Birmingham, West Midlands B27 7AJ

##### Property Description:

A mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The ground floor retail unit is currently trading as a Hair Salon producing a rental income of £2,400 per quarter (£9,600pa). The first floor 2 bedroom flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £660 pcm (£7,920 per annum). Total rental income £17,520 per annum.

The property is situated in an established residential area on the outskirts of Solihull Borough and Gospel Lane leads via Redstone Farm Road off Solihull Lane (B4025). Solihull Town Centre lies within approximately two and a half miles distance to the east.

##### Accommodation

##### Ground Floor Shop

Retail area 29.29 sq.mtrs (315 sq.ft), Hall 2.74 sq.mtrs (29 sq.ft), Kitchenette 6.62 sq.mtrs (71 sq.ft), Inner hall for the Flat, Kitchen and Dining Room for the Flat

##### First Floor Flat

Lounge, Bedroom 1, Bedroom 2 and Shower Room with shower, basin and WC

##### Outside:

Rear Garden with WC

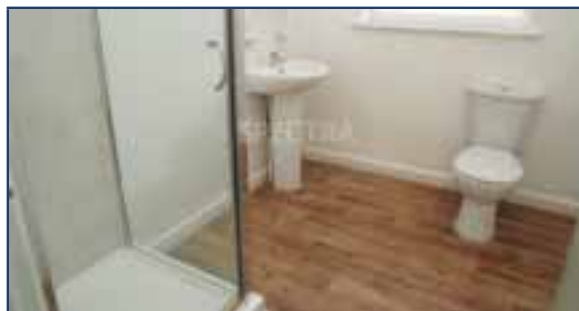
**Note:** The auctioneers have not been able to internally inspect the premises.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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**LOT 17**
**Freehold Residential Investment in Sought After Location**

\*Guide Price: £235,000 - £250,000 (+Fees)

**14 Franklin Road, Bournville, Birmingham, B30 2HH**
**Property Description:**

A traditional style mid terraced house of brick construction with a replacement title clad roof set back from the road behind a small foregarden. The property contains six letting rooms each having kitchenette and shared shower room facilities and benefiting from shared gas fired central heating along with a mains fitted fire detection system and fire doors.

Franklin Road forms part of the highly regarded residential area of Bournville and is located directly off both Mary Vale Road and Linden Road.

**Tenancy Information:**

The property is currently partly let to separate tenants on Assured Shorthold Tenancy Agreements as detailed below:

Room 1 - £80 per week (£4,160 per annum)

Room 2 - £80 per week (£4,160 per annum)

Room 3 - £120 per week (£6,240 per annum)

Room 4 - Vacant

Room 5 - Vacant

Room 6 - Vacant

Total Current Rental Income of £280 per week ££14,560 per annum),

Total Rental Income (when fully let): Circa £29,000 per annum.

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

Entrance Hall, Reception Hall, Cloakroom with wc and wash basin, Room 1 (Single) with kitchenette, Room 2 (Single) with Kitchenette, Room 3 (Double) with Separate Kitchen.

**First Floor**

Stairs and Landing, Room 4 (Double) having Entrance Hall, Lounge with Kitchenette and Separate Bedroom, Room 5 (Single) with Kitchenette, Room 6 (Single) with Kitchenette, Shower Room having glazed shower cubicle, pedestal wash basin & wc.


**Outside:**

**Front:** Small walled fore garden

**Rear:** Brick yard and garden

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233

**LEGAL PACKS**

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

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

## LOT 18

### Leasehold Vacant One Bedroom Flat

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

#### 21 Trafalgar Court, Tividale, Oldbury, West Midlands B69 2JD

##### Property Description:

A purpose built first floor flat situated in a development located off Birmingham Road (A4123) and accessed by way of a service road. The property benefits from a garage situated directly below the subject property and requires repair and refurbishment throughout.

##### Accommodation:

External Stairs to Shared Landing, Kitchen, Lounge opening to Bedroom, Shower Room with glazed shower enclosure, wash basin and wc

##### Outside:

Communal gardens, parking and lock up garage (no: 21)

##### Leasehold Information

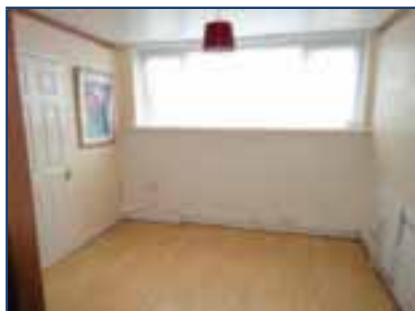
Lease Term: 99 Years from 25 March 1974  
Ground Rent & Service Charge: Refer to legal pack

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 19

### Freehold Land with Potential

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

#### Land on the North Side of Reddal Hill Road, Cradley Heath, West Midlands B64 5JG

##### Property Description:

A parcel of freehold land irregular in shape with vehicular access off Reddal Hill Road and extending to an area of approximately 0.27 acres (1097 sq.mtrs). The site is currently overgrown and contains a derelict office building that previously had mains services. The property is located on Reddal Hill Road (A4100) adjacent to Cradley Heath Community Recreation Centre and opposite a new build development on Tinsley Avenue.

##### Planning

The land may have potential for development however all interested parties must satisfy themselves in full with any plans they may have with Sandwell Metropolitan Borough Council prior to bidding

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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Vehicular Access of Reddal Hill Road



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## LOT 20

### Weoley Castle Market Hall, 143-147 Weoley Castle Road, Birmingham, West Midlands B29 5QH



#### Property Description:

A substantial property of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered forecourt and double gates leading to a storage yard with four garages. The property is currently being used as Weoley Castle Market Hall and currently has 10 stalls/units available along with a self contained three bedroomed flat to the first floor. The market hall is located on Castle Square located in the heart of the main shopping centre of Weoley Castle and is accessed off Weoley Castle Road and Beckbury Road. Seven of the ten units in the market hall are currently let along with the first floor flat producing a rental of £53,200 per annum a schedule of tenancies are detailed below, please note some of the units are let on an informal basis.

#### Schedule of Tenancies

**Caribbean Takeaway** : £150 per week (£7,800 per annum)  
**Beauty Bar** : £75 per week (£3,900 per annum)  
**Mobile Phone and Vape Shop** : £150 per week (£7,800 per annum)  
**Caribbean Grocery** : £80 per week (£4,160 per annum)  
**Hardware Shop** : £120 per week (£6,240 per annum)  
**Nail Bar** : £170 per week (£8,840 per annum)  
**Café** : £120 per week (£6,240 per annum)  
 3 Units are currently vacant but have previously been let at:  
 Vacant Unit 1 : £75 per week (£3,900 per annum)  
 Vacant Unit 2 : £55 per week (£2,860 per annum)  
 Vacant Unit 3 : £60 per week (£3,120 per annum)

#### First Floor Flat:

let on an Assured Shorthold Tenancy at a rental of £695 pcm (£8,340 per annum)

#### Total Rental Income:

(£53,320 per annum)

#### When fully let

(£63,200 per annum)

#### Accommodation:

##### Ground Floor

Market Hall with 2 entrances containing the following stores/units

Caribbean Takeaway, Beauty Bar, Mobile Phone and Vape Shop, Caribbean Grocery, Vacant Unit, Vacant Unit, Hardware Stall, Nail Bar, Vacant Unit, Café, Office, Internal Corridors

##### First Floor

Having Staff Toilets, Kitchenette and Store room

##### Self Contained Flat

Having separate entrance, landing, WC, Bathroom with bath and wash basin, Store, Kitchen/Diner, Lounge and 3 Bedrooms

#### Outside:

**Front** Tarmac covered forecourt

**Rear** Storage yard with brick built store, WC and 4 garages

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233





**Freehold Market Hall and Flat above producing £53,200 per annum**  
\*Guide Price: £380,000 - £440,000 (+Fees)



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





## LOT 21

### Freehold Vacant Mid-Terraced 6 Bedroom House \*Guide Price: £290,000 - £310,000 (+Fees)

155 College Road, Moseley, Birmingham, West Midlands, B13 9LH



#### Property Description:

A three-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 a care home and would potentially suit HMO accommodation subject to compliance with regulations.

#### Accommodation:

##### Ground Floor

Hallway, Front Reception Room, Rear Reception Room, Kitchen/Dining Room

##### First Floor

Toilet, Bathroom with Bath, Shower over Bath & Basin, Bedroom 1 (Double), Bedroom 2 (Double), Bedroom 3 (Double)

##### Second Floor

Bedroom 4 (Double), Shower Room with Basin, Toilet, Bedroom 5 (Double), Bedroom 6 (Double)

#### Outside:

**Front:** Fronting the Road  
**Rear:** Lawned garden with patio area.

#### Legal Documents:

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

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





**LOT 22**
**Freehold Vacant Retail Units and Office Space**

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

**2 - 4 Crown Street, Wellington, Telford, Shropshire, TF1 1LP**

**Property Description:**

A three storey brick built building surmounted by a tiled roof and having frontages to both Crown Street and Bell Street, the property contains two ground floor retail units with office space to the first and second floors via a separate access. The ground floor retail unit fronting both Crown Street and Bell Street may have the potential for sub-division while the first and second floors may have the potential for the conversion to residential use however all interested parties must satisfy themselves in full with any proposals they may have with Telford & Wrekin District Council. The property is located in the heart of Wellington Town Centre which includes various retail outlets such as Greggs Bakers, Coral Bookmakers, Holland & Barrett and Lloyds Chemist. Wellington itself is approximately 4 miles to the east of Telford

**Accommodation:**
**2 Crown Street**

Having open plan ground floor sales area with Kitchenette and VC extending to approximately 26.17 sq.mtrs (819 sq.ft)

**4 Crown Street**

Having open plan ground floor sales area and basement consisting of 3 rooms measuring approximately 61.67 sq.mtrs (663 sq.ft)

**First Floor**

Accessed via a separate entrance extending to approximately 5.99 sq.mtrs (818 sq.ft) consisting of 4 rooms, stairs to

**Second Floor**

Extending to approximately 68.46 sq.mtrs (737 sq.ft) having 3 rooms, kitchen and access to roof terrace

**Outside:**

Access off both Crown Street and Bell Street

**Legal Documents – Available at**

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

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



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



## LOT 23

### Leasehold Vacant Flat (Adjacent to the University Halls of Residence)

\*Guide Price: £32,000 - £36,000 (+Fees)

#### Flat 5 Birch Court, Boscobel Crescent, Wolverhampton, West Midlands WV1 1QJ

##### Property Description:

A well laid out one bedroom flat located on the ninth floor of a purpose-built block, situated in an established residential area. The property benefits from having electric storage heating and secondary glazing, a security door entry system, lift access and communal parking. The flat development is located off Boscobel Crescent which in turn is round off North Road adjacent to Wolverhampton University Halls of Residence. The property is within approximately half a miles distance from Wolverhampton City Centre.

##### Accommodation:

##### Ground Floor

Secure Communal Entrance with lift and stair access to ninth floor.

##### Ninth Floor

Communal Landing, Reception Hall, Store Cupboard, Lounge, Kitchen, Bedroom and Bathroom having panel bath having electric shower over, wash basin and wc.

##### Outside:

Communal Gardens and Parking.

##### Leasehold Information:

**Lease Term:** 125 Years from 7th October 1991

**Ground Rent & Service Charge:** Refer to Legal Pack.

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

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



## LOT 24

### Leasehold Vacant Ground Floor Maisonette (extended lease expiring 2161)

\*Guide Price: £48,000 - £53,000 (+Fees)

#### 85 Ascot Close, Oldbury, West Midlands B69 1HA

##### Property Description:

A presentable and well laid out ground floor maisonette with one bedroom, forming part of a modern two storey development of brick construction with pitched tile clad roof and benefiting from modern kitchen and bathroom fittings, UPVC double glazed windows, electric heating and garage. The property is set back behind a lawned foregarden and Ascot Close forms part of an established residential area located directly off Newbury Lane and which in turn leads directly to Wolverhampton Road (A4123)

##### Accommodation:

##### Ground Floor

Entrance Porch, Lounge with store cupboard, Lobby, Bathroom with modern suite

comprising panelled bath with shower over, pedestal wash basin and wc, Kitchen with a range of units, Double Bedroom

##### Outside:

Communal lawned foregarden, communal rear patio and lawned garden, lock up garage in adjacent block

##### Leasehold Information

**Lease Term:** From 11th December 2015 to 24th December 2161

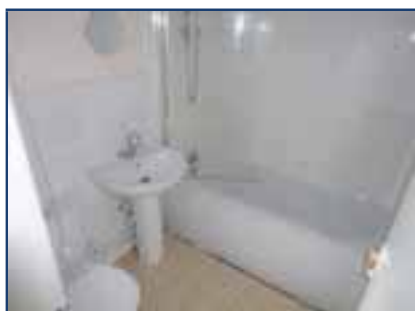
**Ground Rent and Service Charge:** Refer to legal pack

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 25****Freehold Vacant Detached Family Dwelling House with Five Bedrooms**

\*Guide Price: £200,000 - £230,000 (+Fees)

**30 Gate Street, Sedgley, Dudley, West Midlands, DY3 1TJ****Property Description:**

A presentable and much improved detached dwelling house of brick construction with pitched tile clad roof, originally refurbished throughout as a Children's Home which included five bedrooms, a staff flat and shared living accommodation. The property has since been modified to create a sizeable dwelling house with five bedrooms which includes a Master Bedroom with En-Suite Shower Room and a ground floor Guest Suite with En-Suite Shower Room.

The property is offered in a presentable and well-maintained condition, benefitting from UPVC double glazed windows (except Cloakroom) and external doors, gas-fired central heating, modern kitchen and bathroom fittings, ample off-road parking and large rear garden.

The property is situated in the heart of Sedgley, which comprises of a well-regarded and popular residential area conveniently within less than a quarter of a mile from Sedgley Town Centre, which provides access to a wide range of retail amenities and services.

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

Covered entrance, open plan Entrance Hall,

Cloakroom with wc and wash basin, Through Lounge/Dining Room, Dining Kitchen with extensive range of modern fitted units, Utility Room with range of units, Guest Suite (former Garage) with Bedroom, Dressing Area and En-Suite Shower Room with glazed shower enclosure, pedestal wash basin and wc.

**First Floor**

Stairs and Gallery Landing, Master Bedroom (Large Double, previously sub-divided into two Double Bedrooms with separate Bathroom), En-Suite Shower Room with glazed shower enclosure, pedestal wash basin and wc, Bedroom Two (Double), Bedroom Three (Double), Bedroom Four (Small Double), Family Bathroom with panel bath having shower over, pedestal wash basin and wc.

**Outside:**

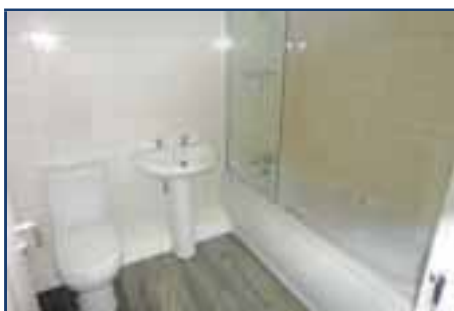
**Front:** Paved forecourt providing ample off-road car parking.

**Rear:** Pedestrian side access to paved patio and a large lawned garden.

**Legal Documents:**

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

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



## LOT 26

41-49 High Street, Kings Heath, Birmingham, West Midlands B14 7BH



### Property Description:

A modern two storey retail property predominantly situated on Kings Heath High Street, the property benefits from having its own customer rooftop parking with spaces for up to 30 cars around the perimeter.

The property is offered for sale in presentable condition and provides substantial open plan retail space and further benefits from having office space to the first floor via a separate entrance and loading bay with vehicular access off Springfield Drive. The property is situated on Kings Heath High Street close to KFC, Argos, Pizza Hut, and Easy Gym. The High street itself contains a wide range of both local and multiple retailers including Asda, Sainsburys, Poundland and Costa.

### Accommodation:

#### Ground Floor:

Total Area: 1,287sq.mtrs (13,850sq.ft)  
Having entrances off both the High Street and side, open plan shop floor, office, store x 2, loading bays, fire exit and stair access

### First Floor:

Total Area: 102.2sq.mtrs (1,100sq.ft)  
Having Office x 2, Kitchen, Male WC, Female WC, Dissabled WC, access to Rooftop Parking

### Outside:

Rooftop parking and loading bay with vehicular access off Springfield Drive.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233





**Freehold Vacant Retail Property with Rooftop Parking for 30 plus cars**  
\*Guide Price: £850,000 - £950,000 (+ 20% VAT) (+Fees)



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



## LOT 27

### Freehold Retail Shops - Storage - Self Contained Flat - Land and Workshops

33-39 Langley High Street, and Arden Works, Arden Road, Oldbury, West Midlands B69 4SN



#### Property Description:

A substantial site extending to approximately 0.24 acres (972 sq.mtrs) comprising of three retail units and a one bedroom flat fronting Langley High Street and workshops/garages fronting Arden Grove. 33 and 35 High Street along with the one bedroom flat above are vacant. 37-39 High Street being a double fronted retail unit with ancillary storage rooms to the first floor are currently let on an informal basis producing a rental of £6,000 per annum. Included within the sale are premises located on Arden Grove running parallel to the shops comprising of workshops and garages and are all vacant.

Outline Planning Consent has been granted for residential development for the land fronting Arden Grove and this comprises of the demolition of the existing rear buildings and the erection of 5 two storey apartments.

The retail units are located in a popular high street directly opposite Langley Park within a parade of shops that supply a variety of retail shops and restaurants. The part of the site that extends onto Arden Grove borders on to a residential neighbourhood.

#### Accommodation:

##### 33 Langley High Street

Retail Area 56.70sq.m (610sq.ft), Office 12.23sq.m (131sq.ft), Corridor 8.00sq.m (86sq.ft), WC, Detached Garage 15.04sq.m (161sq.ft), Single Storey Workshop 75.30sq.m (810sq.ft), L-shaped Workshop 139.89sq.m (1,505sq.ft), Workshop 1, 8.17sq.m (88sq.ft) and Workshop 2, 24.01sq.m (258sq.ft)

##### First Floor

Landing 16.79sq.m (181sq.ft), Room 1, 7.64sq.m (82sq.ft), Room 2, 12.22sq.m (131sq.ft)

Room 3, 7.64sq.m (82sq.ft)

##### Accessed from Rear Workshop

Room 1, 18.55sq.m (200sq.ft) Room 2, 23.62sq.m (254sq.ft)

##### 35 Langley High Street

Retail Shop Area 40.44sq.m (435sq.ft), Rear Store 1, 6.30sq.m (68sq.ft) Rear Store 2, 9.79sq.m (105sq.ft) WC

##### First Floor Flat

Bathroom, Kitchen, Lounge and Bedroom

##### 37 - 39 Langley High Street

##### Double Fronted Retail Shop

##### Ground Floor

Shop 9.8m Frontage x 7.16m Max x 4.14m Min, Rear Sales Area 13.09sq.m (141sq.ft), Rear Store 1, 13.63sq.m (147sq.ft) Rear Store 2, 12.68sq.m (136sq.ft)

##### First Floor

Store Room 1, 13.89sq.m (149sq.ft), Stores Room 2, 5.42sq.m (58sq.ft), Store Room 3, 17.50sq.m (188sq.ft), Store Room 4, 14.49sq.m (156sq.ft), Store Room 5, 12.07sq.m (130sq.ft), Bathroom

##### Arden Works, Arden Grove

Workshop Premises 57.15sq.m (615sq.ft), Detached Garage 47.01sq.m (506sq.ft)

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

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





\*Guide Price: £380,000 - £420,000 (+Fees)



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



## LOT 28

### Leasehold Residential Investment (Producing £4,472 pa)

\*Guide Price: £34,000 - £38,000 (+Fees)

#### Flat 4 Melvyn House, Cradley Road, Dudley, West Midlands DY2 9RJ

##### Property Description:

A ground floor 1 bedroom flat situated in purpose built block of brick construction surmounted by a tiled roof set back from the road behind communal lawned gardens. The flat has been recently refurbished and includes modern kitchen and bathroom fittings, re-decoration and re-carpeting throughout. The property is located on Cradley Road (B4173) close to the junction with Abbingdon Road. The property is let on an Assured Shorthold Tenancy Agreement producing a rental of £86.00 per week (£4,472 per annum)

##### Accommodation:

##### Ground Floor:

Communal Entrance Hallway,  
Flat 4, Lounge, Kitchen,

Bedroom and Shower Room having shower cubicle, wash basin and WC

##### Outside:

Communal gardens and allocated parking space accessed off Weavers Rise

##### Lease Information

**Term :** 99 years from 25th March 1979

**Rent :** £20 rising to £100

**Service charge :** Refer to Legal Pack

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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**LOT 29****Leasehold Residential Investment (Producing £4,472 pa)**

\*Guide Price: £28,000 - £32,000 (+Fees)

**Flat 8 Edward House, Cradley Road, Dudley, West Midlands DY2 9RJ****Property Description:**

A first floor flat set in a purpose built block of brick construction surmounted by a tiled roof set back from the road behind communal lawned gardens. The flat benefits from having majority UPVC double glazing and electric heating and allocated parking space accessed off Weavers Rise. The property is located on Cradley Road (B4173) close to the junction with Abbingdon Road. The property is let on an Assured Shorthold Tenancy Agreement producing a rental of £86 per week (£4,472 per annum)

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

Communal Entrance Hallway, Stairs

**First Floor**

Flat 8  
 Kitchen/Lounge, Bedroom Area and Shower Room having shower cubicle, wash basin and WC

**Outside:**

Communal gardens and allocated parking space accessed off Weavers Rise

**Lease Information****Term** : 99 years from 25 March 1979**Rent** : £20 rising to £100**Service charge** : Refer to Legal Pack**Legal Documents:**Available at [www.cottons.co.uk](http://www.cottons.co.uk)**Viewings:**

Via Cottons - 0121 247 2233

**LOT 30****Long Leasehold Vacant Two Bedroom Flat (169 years unexpired)**

\*Guide Price: £25,000 - £30,000 (+Fees)

**Flat 47 Briarley, Beaconview Road, West Bromwich, West Midlands B71 3PQ****Property Description:**

A two bedroom flat situated on the 12th floor of a substantial purpose built block and benefiting from UPVC windows but requiring modernisation and refurbishment. The block benefits from communal gardens and parking area, resident caretaker and communal laundry room.

The property forms part of an established residential area which has undergone significant redevelopment in recent years and is situated overlooking public open space to the east.

Beaconview Road is located off Walsall Road (A4031) and is located approximately two miles to the north of West Bromwich Town Centre and one and a half miles from the M6 Motorway (junction 9)

**Accommodation****Ground Floor**

Communal Entrance Hall with a security door entry system, Stairs and Lift Access to:

**12th Floor**

Communal Landing, Reception Hall with store cupboard, Lounge, Bedroom One (double), Bedroom Two (double) with door to balcony, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

**Outside:**

Communal gardens and car parking

**Leasehold Information****Lease Term**: 199 Years from 25th March 1989**Ground Rent and Service Charge**: Refer to legal pack**Legal Documents:**Available at [www.cottons.co.uk](http://www.cottons.co.uk)**Viewings**: Via Cottons - 0121 2472233
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## LOT 31

### The Hollies, Kenilworth Road, Hampton-in-Arden, Solihull, West Midlands B92 0LW



#### Property Description:

An opportunity to purchase a long established freehold vacant guest house with private living accommodation offered in a presentable modern condition with range of quality furnishings and fitments situated in highly accessible location within the popular and well regarded village of Hampton in Arden.

The property is of brick construction surmounted by a tile clad roof, substantially extended to the rear and set back from the road behind a tarmac guest car park.

The Hollies Guest House offers ten well-laid out bedrooms, all with en-suites, a large staff kitchen and a guest living/dining room. The business has been running successfully for a number of years and would make an ideal business opportunity.

The majority of the current business for the Guest House is from clients using the NEC, Birmingham International Airport and Blythe Valley Business Park and local golf courses

The Hollies would also offer fantastic scope for a variety of alternative uses including conversion to a private residential dwelling house or luxury HMO accommodation (subject to necessary planning consent)

To the rear there is private living accommodation offering open plan kitchen/living/dining room, a large lounge, two bedrooms and bathroom.

This property is located on the Kenilworth road near to the A45 close to the NEC and Birmingham airport. Hampton in Arden is a popular village surrounded by open greenbelt countryside yet situated within just four miles of Solihull town centre. The village has local shops, stores, a reputable primary school along with other amenities.

The village also has a railway station which links Birmingham New Street and International with

London Euston. The property is easily accessible to the M42 and M6 motorways, the NEC and Birmingham International Airport and Railway Station.

#### Accommodation

##### Ground Floor

Hallway, Bedroom Five (Double) with en-suite, Bedroom Eight (Double and Single) with en-suite, Guest Lounge/Dining Room, Hallway, Bedroom Six (Two Singles) with En-Suite, Bedroom Seven (Two Singles) with en-suite. Staff Kitchen.**First Floor** Bedroom One (Double) with en-suite, Bedroom Two (Single) with en-suite, Bedroom Three (Double) with en-suite, Bedroom Four (Double) with en-suite.

##### Second Floor

Bedroom Nine (Double) with en-suite, Bedroom Ten (Double) with en-suite.

#### Private Accommodation:

Hallway, Large Lounge, Open Plan Living Room/Dining Room/Kitchen, Utility Room with boiler, Toilet with shower and basin and Store Room.

##### First Floor

Bedroom One (Double), Bedroom Two (Double) with en-suite.

#### Outside:

**Front:** Ample parking for guests.

**Rear:** Private garden area with lawn and decking.

#### Legal Documents:

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

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

#### Important Notes:

**Completion will be 7 weeks from exchange of contracts.**

**All fixtures and fittings included in the sale shall be documented in the legal pack.**





**Freehold 10 Bedroom Guest House & Private Accommodation in Highly Regarded Location**  
\*Guide Price: £680,000 - £730,000 (+Fees)





## LOT 32

### Freehold Vacant Substantial Family Dwelling House with Five Bedrooms

\*Guide Price: £300,000 - £325,000 (+Fees)

33 Wellesbourne Road, Handsworth, Birmingham, West Midlands, B20 3TH



#### Property Description:

A substantial semi-detached house of brick construction, surmounted by a pitched tile clad roof, providing extensive accommodation over three floors, having undergone various extensions and loft conversion to provide the existing accommodation. The property is set back from the road behind a partly paved forecourt which provides off-road car parking and occupies a generous plot with sizeable rear garden.

The property benefits from well-laid out family living accommodation with five bedrooms (having potential to increase to six bedrooms), double glazed windows, gas-fired central heating and offered for sale in a well-presented condition.

Wellesbourne Road forms part of a well-regarded and popular residential area containing a range of traditional family housing and is situated directly off Hamstead Road (B4124) and Church Hill Road, within approximately one mile north of Handsworth Shopping Centre located on Soho Road (A41).

#### Accommodation:

##### Ground Floor

Reception Hall, Lobby with store cupboard, Shower Room with shower, wash basin and wc, Front Reception Room, Rear Reception/Dining Room with French door, Breakfast Kitchen with range of modern wooden fronted units, Playroom/Sitting Room (former Garage).

#### First Floor

Stairs and Landing, Toilet with wc, Four Bedrooms, Family Bathroom with corner suite comprising panel bath with shower attachment, pedestal wash basin and wc.

#### Second Floor

Stairs and Landing, Bedroom Five (Large Attic Room with potential to sub-divide creating Bedroom Six).

#### Outside:

**Front:** Foregarden with lawn and driveway providing off-road parking.

**Rear:** Patio area and long lawned garden.

#### Legal Documents:

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

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





**LOT 33****Freehold Investment Opportunity (2 Semi-detached Houses)**

\*Guide Price: £162,000 - £172,000 (+Fees)

**80 - 82 Haynes Lane, Stourbridge, West Midlands, DY9 8QP****Property Description:**

A pair of semi-detached properties of rendered brick construction surmounted by a tiled roof directly fronting the pavement, both properties have been recently refurbished and benefit from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and are in a presentable condition throughout. The properties are located off Haynes Lane close to the junctions with both Dunns Bank and Enterprise Drive both properties are currently let on an Assured Shorthold Tenancy Agreements producing a total rental of £12,000 per annum

**Tenancy Information****80 Haynes Lane**

Let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum)

**82 Haynes Lane**

Let on an Assured Shorthold Tenancy Agreement producing a rental of £500 pcm (£6,000 per annum)

**Accommodation****80 Haynes Lane****Ground Floor**

Living Room, Dining Kitchen, Stairs

**First Floor**

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

**Outside:**

Rear Garden

**82 Haynes Lane****Ground Floor**

Lounge, Kitchen, Bathroom having panelled bath, wash basin and WC

**First Floor**

2 Bedrooms

**Outside:**

Rear Garden

**Legal Documents:**

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**LOT 34**
**Freehold Part Vacant Part Investment Opportunity**

\*Guide Price: £170,000 - £190,000 (+Fees)

**By Instruction of The Joint Fixed Charge Receivers**
**18 & 20 West Bromwich Street, Walsall, West Midlands, WS1 4BW**

**Property Description:**

Two mid-terraced properties of brick construction surmounted by a tiled roof directly fronting the pavement. The properties consist of two retail units and two first floor flats, both of the ground floor retail units are currently let producing a rental of (£13,200 per annum) the first floor flats over each unit are vacant and benefit from UPVC double glazing however require complete modernisation and improvement throughout. The properties are situated on West Bromwich Street close to the junction with Thorpe Road and situated within a parade of similar units

Retail Zone A 26.5 sq.mtrs (285 sq.ft), Retail Zone B 14.1 sq.mtrs (152 sq.ft), Mess / Staff Room: 10.06 sq.mtrs (108 sq.ft)

**First Floor: (Accessed Via The Rear)**

Communal Stairs to Flat, Lounge, Bedroom, Kitchen (No Fitments) and Shower Room (No Fitments).

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233

**Schedule of Tenancies**

**18 West Bromwich Street** : Let on a 5 year lease expiring September 2023 at a rent of £550 per calendar month

**First Floor Flat:** Vacant

**20 West Bromwich Street** : Let on a 5 year lease expiring August 2022 at a rent of £550 per calendar month

**First Floor Flat:** Vacant

**Accommodation:**
**18 West Bromwich Street**

Retail shop measuring 39.5 sq.mtrs (426 sq.ft), Store Area: 13.44 sq.mtrs (144 sq.ft), Kitchen and WC: 7.05 sq.mtrs (76 sq.ft)

**First Floor: (Accessed Via The Rear)**

Communal Stairs to Flat, Lounge, Bedroom, Kitchen and Shower Room.

**20 West Bromwich Street**

The Auctioneers have been unable to inspect the property, the following is taken from the VOA website:



## LOT 35

### Freehold Vacant Three Bedroom Link-detached House

\*Guide Price: £240,000 - £260,000 (+Fees)

#### 43B Cremorne Road, Mere Green, Sutton Coldfield, West Midlands B75 5AQ

##### Property Description:

A three bedroom link detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned fore garden and block paved driveway giving access to a garage providing secure off road parking. The property benefits from having secondary glazing and warm air heating system however does require modernisation and improvement. Cremorne Road is located off Lichfield Road (A5127) and the property is within approximately a quarter of a miles distance from the main shops, amenities and bars located in Mere Green

##### Accommodation:

###### Ground Floor

Entrance Porch, Lounge, Dining Room, Kitchen, Utility Room and WC, Stairs

###### First Floor

3 Bedrooms and Bathroom having panelled bath with mixer shower over, wash basin and WC and Storage Cupboard

##### Outside:

**Front** Lawned garden and block paved driveway giving access to garage for secure off road parking  
**Rear** Lawned garden



##### Legal Documents:

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

##### Viewings:

Via Cottons – 0121 247 2233

## --- Legal Documents Online ---



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## LOT 36

### Freehold Lock-Up Garage Investment (£600 per annum)

\*Guide Price: £5,000 - £7,000 (+Fees)

#### Garage 1, Rear of 78 Main Street, Alrewas, Burton-on-Trent, Staffordshire DE13 7AE

##### Property Description:

A lock-up garage of concrete construction with up-and-over door in a purpose built block situated in a yard to the rear of 78 Main Street and located within the popular commuter village of Alrewas.

The garage yard is accessed by way of a driveway leading off Main Street adjacent to No. 78.

##### Rental Income

The garage is let at a rental of £50pcm (£600 per annum)

##### Legal Documents:

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

##### Viewings:

External Only



Access Drive adj. 78 Main Street



## LOT 37

### Freehold Lock-Up Garage Investment (£600 per annum)

\*Guide Price: £5,000 - £7,000 (+Fees)

#### Garage 2, Rear of 78 Main Street, Alrewas, Burton-on-Trent, Staffordshire DE13 7AE

##### Property Description:

A lock-up garage of concrete construction with up-and-over door in a purpose built block situated in a yard to the rear of 78 Main Street and located within the popular commuter village of Alrewas.

The garage yard is accessed by way of a driveway leading off Main Street adjacent to No. 78.

##### Rental Income

The garage is let at a rental of £50pcm (£600 per annum)

##### Legal Documents:

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

##### Viewings:

External Only



Access Drive adj. 78 Main Street



## LOT 38

### Freehold Lock-Up Garage Investment (£660 per annum)

\*Guide Price: £5,000 - £7,000 (+Fees)

#### Garage 3, Rear of 78 Main Street, Alrewas, Burton-on-Trent, Staffordshire DE13 7AE

##### Property Description:

A lock-up garage of concrete construction with up-and-over door in a purpose built block situated in a yard to the rear of 78 Main Street and located within the popular commuter village of Alrewas.

The garage yard is accessed by way of a driveway leading off Main Street adjacent to No. 78.

##### Rental Income

The garage is let at a rental of £55pcm (£660 per annum)

##### Legal Documents:

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

##### Viewings:

External Only



Access Drive adj. 78 Main Street



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**LOT 39**
**Freehold Vacant Mid-Terraced Cottage**

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

**613 Shirley Road, Hall Green, Birmingham, West Midlands B28 9JZ**
**Property Description:**

An attractive mid-terraced cottage of two-storey brick construction, surmounted by a pitched slate clad roof, set back from the road behind a forecourt parking area and benefitting from UPVC double glazed windows, gas-fired central heating and well laid out accommodation which includes two bedrooms.

The property is situated in the popular and well regarded Hall Green area and Shirley Road provides direct access to Robin Hood Island at the junction with Stratford Road (A34) which provides access to the shopping centres in Sparkhill, Hall Green and Shirley, along with the M42 Motorway (Junction 4).

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

Shared Vestibule Entrance, Lounge, Lobby with Storage recess, full width Dining Kitchen.

**First Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Small Double), large Bathroom with panel bath, having shower over, pedestal wash basin and wc.

**Outside:**

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

**Rear:** Paved patio, shared pedestrian right of way and lawned garden.

**Legal Documents:**

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

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


**LOT 40**
**Freehold Vacant Former Convenience Store**

\*Guide Price: £130,000 - £150,000 (+Fees)

**45 High Street, Broseley, Shropshire TF12 5EZ**
**Property Description:**

The property comprises a recently refurbished and refitted ground floor retail unit formerly used as a convenience store. Off the retail area is a lobby leading to a stock room with outside access to a rear yard and a residential area comprising a bedsit, lounge with shower room with wash hand basin and w/c and a fitted kitchen. The unit is alarmed and has electrically operated internal steel roller shutter.

The property is located on the main High Street in Broseley, Telford, a village which lies accessible to Telford and Bridgnorth and with a mix of retail and leisure facilities.

**Accommodation**
**Ground Floor**

Retail Area: 806 sq ft (74.87 sq m)

Stock Room: 150 sq ft (13.93 sq m)

**Bedsit**

Bedsit/Lounge: 240 sq ft (23.22 sq m)

Shower/WC and Kitchen area.

**Outside:**

**Rear** Rear Yard

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 41

**Freehold Residential Investment (6 Flats producing £27,204 pa)**  
 \*Guide Price: £210,000 - £230,000 (+Fees)

**42 Victoria Road, Stechford, Birmingham, West Midlands, B33 8AH**



### Property Description:

An extended three storey semi-detached property of brick construction surmounted by a tiled roof and set back from the road behind a block paved foregarden allowing for off road parking. The property has been converted to provide 6 flats and benefit from having UPVC double glazing, gas fired central heating, emergency lighting and mains integrated smoke alarms. The property is located on Victoria Road which is situated off Station Road (A4040) and the property is within walking distance to Stechford Railway Station and Stechford Retail Park. All the flats are let on Assured Shorthold Tenancy Agreements and produce a rental of a rental of £27,204 per annum a schedule of tenancies are detailed below

### Schedule of Tenancies

#### Flat 1

Let on an Assured Shorthold Tenancy producing a rental of £420 pcm (£5,040) per annum

#### Flat 2

Let on an Assured Shorthold Tenancy producing a rental of £540 pcm (£6,480) per annum

#### Flat 3

Let on an Assured Shorthold Tenancy producing a rental of £312 pcm (£3,744) per annum

#### Flat 4

Let on an Assured Shorthold Tenancy producing a rental of £345 pcm (£4,140) per annum

#### Flat 5

Let on an Assured Shorthold Tenancy producing a rental of £285 pcm (£3,420) per annum

#### Flat 6

Let on an Assured Shorthold Tenancy producing a rental of £365 pcm (£4,380) per annum

### Total Rental Income:

£2,267 per calendar month (£27,204) per annum

### Accommodation:

#### Ground Floor:

Flat 1 - Lounge/Kitchen, Bedroom and Shower Room with shower cubicle, wash basin and WC

Flat 2 (accessed from the rear of the property) Lounge, Kitchen, 2 Bedrooms and Bathroom with panelled bath with shower over, wash basin and WC

#### First Floor

Flat 3 - Lounge/Kitchen, Bedroom, Shower Room and WC

Flat 4 - Lounge/Kitchen, Shower Room with WC, Bedroom

Flat 5 - Kitchen/Bedroom/Lounge, Shower Room with shower cubicle, wash basin and WC

#### Second Floor

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

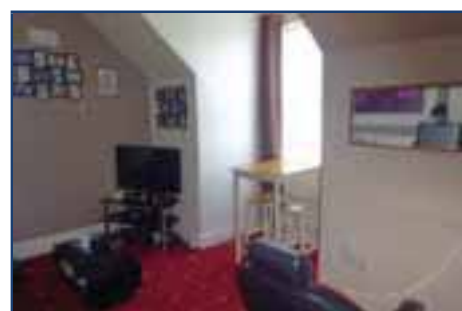
### Outside:

**Front** Block paved foregarden allowing for off road parking

**Rear** Lawned communal garden

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

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





## LOT 42

### Freehold Vacant Secure Builders Yard with Garage/Workshop

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

#### Builders Yard, Rear of 151A Turnberry Road, Great Barr, Birmingham, West Mids, B42 2HR

##### Property Description:

An opportunity to purchase a Builders Yard offering secure storage having a brick wall boundary with steel gated access. The yard comprises of a concrete hard standing and contains a secure garage/workshop which benefits from an independent mains electricity supply evident from the electricity meter contained within the garage.

Access to the yard is via a shared right of way which leads via secure gated access adjacent to 151 Turnberry Road or alternatively adjacent to a Chinese Takeaway premises located at 201 Turnberry Road. The yard is situated in the popular residential district of Great Barr and would suit a small business or trades person requiring additional space.

##### Planning

The property benefits from a certificate of lawfulness for use of the land for storage of building materials and related garaging for a commercial vehicle granted by Birmingham City Council (Ref: N/00951/00/LDE) and dated 24th August 2000.

Total Site Area: 85.07sq.mtrs (915sq.ft) approximately

Garage: 17.4sq.mtrs (187sq.ft) approximately

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



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



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## LOT 43

### Freehold Vacant Three Bedroom Cottage requiring Modernisation

\*Guide Price: £115,000 - £130,000 (+Fees)

#### 133 Brooke Road, Oakham, Rutland, LE15 6HQ

##### Property Description:

A traditional end-terraced cottage of two-storey brick construction, surmounted by interlocking concrete tile clad roof providing well-laid out accommodation benefitting from three good sized bedrooms, double glazed windows and gas fired central heating, but requiring modernisation and cosmetic improvement.

The property forms part of a row of six cottages, set back from the road behind a walled foregarden and is situated to the south west of Oakham Town Centre, close to open countryside.

Oakham is the administrative town of the County of Rutland and comprises of a quaint traditional English Market Town, having a bustling town centre containing a wide range of local and multiple retailers and is home to Rutland County Museum, Oakham Castle, Rutland Water Nature Reserve and Oakham Public School, making the town a popular destination with tourists.

Oakham lies within approximately 25 miles east of Leicester and approximately 15 miles south east of Melton Mowbray.

##### Accommodation:

###### Ground Floor

Front Reception Room, Inner Hall with Store Cupboard, Rear Reception Room, Kitchen, Bathroom with panel bath having shower over, wash basin and wc.

###### First Floor

Stairs and Landing, Three good sized Bedrooms.

##### Outside:

**Front:** Walled foregarden.

**Rear:** Yard, shared pedestrian right of way and long lawned garden.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

**HARRY R. BARBER**

PROPERTY CONSULTANT



# Cottons

CHARTERED SURVEYORS

## RESIDENTIAL SALES

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](mailto:domalley@cottons.co.uk)

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

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





# Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

**TUESDAY 17 SEPTEMBER 2019**

WE REQUIRE:

Residential and Commercial, Vacant and  
Investment Properties.

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

Properties requiring a FAST, STRAIGHTFORWARD  
and conclusive SALE.

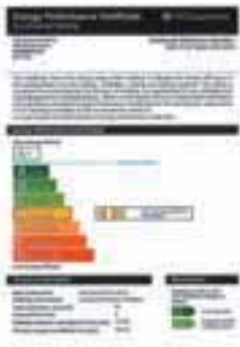
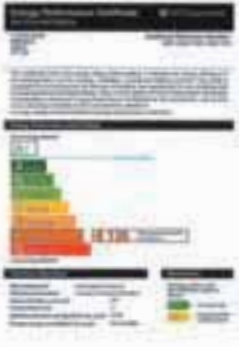
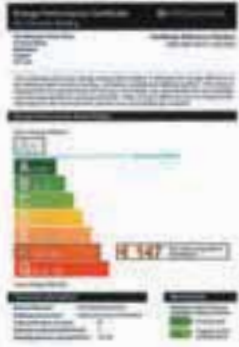
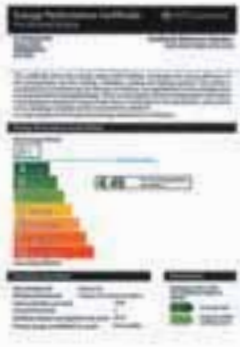



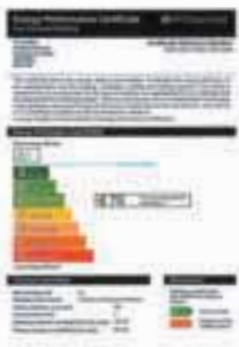
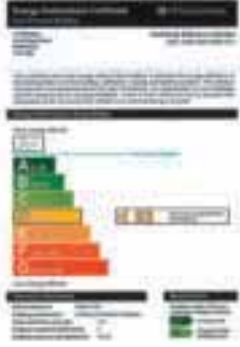
CLOSING DATE FOR ENTRIES:

**THURSDAY 22 AUGUST 2019**

PLEASE CALL US TO DISCUSS INCLUDING  
YOUR PROPERTY AND TO ARRANGE  
A FREE AUCTION APPRAISAL 0121 247 2233

0121 247 2233

AUCTIONS@COTTONS.CO.UK WWW.COTTONS.CO.UK

	<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 20th June 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>			
LOT 16	LOT 20	LOT 22	LOT 22	LOT 26
				<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 21st June 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>
LOT 27	LOT 27	LOT 27	LOT 31	LOT 34
				
LOT 40				

# Cottons

CHARTERED SURVEYORS

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



## 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 confirmation of the bank details where your payment should be refunded to in the event that your bid is unsuccessful.** Due to anti-money laundering regulations, we can only refund to the account from where the funds were received, and we may need to request further information from you for verification purposes before processing a refund.

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.



In association with  
**Cottons**  
CHARTERED SURVEYORS



# Pi-Property Insurance

SPECIALIST INSURANCE FOR PROPERTY PEOPLE

## The Complete Insurance Solution for your Property Portfolio

- π Award winning, independent, Chartered Insurance Broker.
- π Bespoke policy wording for Property Managers and their landlord clients.
- π "All Risks" cover which can include the same level of cover for vacant properties\* within a portfolio.
- π In house claims team with delegated authority from insurers.
- π All agreed claims up to £5000 – settled within 24 hours of final invoice.

\*subject to certain underwriting criteria

**Telephone: 01789 761 660**  
**www.pi-propertyinsurance.co.uk**

1 Arrow Court, Adams Way, Alcester, Warwickshire, B49 6PU

PI-Property Insurance is a trading name of Morrison Edwards Insurance Services Ltd, Authorised and Regulated by the Financial Conduct Authority (FCA), Registered Office as above, Registered in England No. 3755087



## 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](http://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**





Our extensive knowledge and expertise developed over many years enables us to provide our clients with a comprehensive range of quality services



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