

17TH SEPTEMBER 2019

Cottons

CHARTERED SURVEYORS

AUCTION

TUESDAY 17TH SEPTEMBER 2019

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

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

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

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

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

ID

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

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

Third Party Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A COLLECTIVE AUCTION SALE of 40 LOTS

Order of Sale

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

- Redevelopment Opportunity, 23 – 26 Warstone Lane, Jewellery Quarter, B18.
- Kings Norton Bowling Club, Wychall Lane, Kings Norton, B38.
- 377 – 379 Bearwood Road, Smethwick, B66 (Former Theatre/Snooker Hall with Wedding/Social Function consent).
- 368, 370 & 372 Gillott Road, Edgbaston – Three Converted Houses (5 flats in each)
- Weoley Castle Market Hall, Weoley Castle, B29 – Market Hall Investment

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

1	34 ROMA ROAD, TYSELEY, B11 2JH	Freehold Vacant House
2	8 KENT ST NORTH, WINSON GREEN, B18 5RT	Leasehold Flat Investment
3	8A KENT ST NORTH, WINSON GREEN, B18 5RT	Leasehold Flat Investment
4	44 ALPHA CLOSE, BIRMINGHAM, B12 9HF	Leasehold Flat Investment
5	61 NEWTON GARDENS, GREAT BARR, B43 5DY	Leasehold Vacant Flat
6	18 RUTTERS MEADOW, QUINTON, B32 1SH	Freehold Vacant House
7	LAND AT GLASCOTE LANE, TAMWORTH	Freehold Land
8	74A OAKFIELD RD, WOLLESCOTE, DY9 9DG	Freehold Vacant Retail
9	366 GOSPEL LANE, BIRMINGHAM, B27 7AJ	Freehold Investment
10	131 SEVERNE ROAD, ACOCKS GREEN, B27 7HJ	Freehold Vacant House
11	8 MINSTER DRIVE, SMALL HEATH, B10 0LD	Leasehold Vacant Flat
12	LAND ADJ 87 MULBERRY ROAD, BLOXWICH, WS3 2NX	Freehold Development Land
13	2-4 CROWN STREET, TELFORD, TF1 1LP	Freehold Vacant Commercial
14	50 & 50A HIGH STREET, BRIERLEY HILL, DY5 3AW	Freehold Vacant Retail
15	24 STOCKTON COURT, BILSTON, WV14 9SY	Leasehold Flat Investment
16	LAND BTN 4 & 12 SEYMOUR RD, STOURBRIDGE, DY9 8TB	Freehold Development Land
17	45 HIGH STREET, BROSELEY, TF12 5EZ	Freehold Vacant Retail
18	6 LAND LANE, MARSTON GREEN, B37 7DE	Freehold Development Opp.
19	377-383 BEARWOOD ROAD, SMETHWICK B66 4DL	Freehold Vacant Leisure
20	WEOLEY CASTLE MARKET HALL, BIRMINGHAM, B29 5QH	Freehold Retail Investment
21	368 GILLOTT ROAD, EDGBASTON, B16 0RS	Freehold Residential Investment
22	370 GILLOTT ROAD, EDGBASTON, B16 0RS	Freehold Residential Investment
23	372 GILLOTT ROAD, EDGBASTON, B16 0RS	Freehold Residential Investment
24	19 FREVILLE CLOSE, TAMWORTH, B79 7EP	Freehold Vacant House
25	80-82 HAYES LANE, STOURBRIDGE, DY9 8QP	Freehold Residential Investment
26	4 BANK HOUSE, HIGH ST, BIDFORD-ON-AVON, B50 4NN	Leasehold Vacant Flat
27	LAND BTN 9 & 18 STOUR HILL, BRIERLEY HILL, DY5 2AU	Freehold Development Land
28	FGR 55 MEADOWCROFT GDNS, SHEFFIELD, S20 8EJ	Freehold Ground Rent
29	FGR 65 MEADOWCROFT GDNS, SHEFFIELD, S20 8EJ	Freehold Ground Rent
30	16 CAMPBELL CLOSE, WALSALL WS4 2EJ	Freehold Vacant House
31	23 - 26 WARSTONE LN, JEWELLERY QUARTER, B18 6JQ	Freehold Vacant Commercial
32	KINGS NORTON BOWLING CLUB, BIRMINGHAM, B38 8AH	Leasehold Vacant Leisure
33	111 & 111A ALCESTER ROAD, MOSELEY, B13 8DD	Freehold Investment
34	58 & 58A HIGH STREET, WEM, SHROPSHIRE, SY4 5DW	Freehold Vacant Retail
35	UNIT 3 NEWLYN ROAD, CRADLEY HEATH, B64 6BE	Freehold Vacant Commercial
36	41 NEW JOHN STREET, HALESOWEN, B62 8HL	Freehold House Investment
37	74-76 HIGH STREET, WEDNESBURY, WS10 8SD	Freehold Vacant Commercial
38	78 HALESOWEN ST, ROWLEY REGIS, B65 0EU	Freehold Vacant House
39	11 REGENT STREET, STIRCHLEY, B30 2LG	Freehold Vacant House
40	19 FINNEMORE ROAD, BORDESLEY GREEN, B9 5XN	Freehold Vacant House

Auctioneers:

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

Valuers:

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

Auction Manager:

Sue Worrall

Auction Team:

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

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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

ID REQUIREMENTS

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

CARD PAYMENTS

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

AUCTIONEER'S ADMINISTRATION FEE

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

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

AUCTION ADMINISTRATION FEE

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

ADDITIONAL FEES / COSTS / CHARGES

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

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

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

LOT 1

Freehold Vacant Mid Terraced House with Three Bedrooms

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

34 Roma Road, Tyseley, Birmingham, West Midlands B11 2JH

Property Description:

A traditional mid terraced house of two storey brick construction, surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden and requiring complete modernisation and refurbishment throughout.

The property provides well laid out accommodation which benefits from three bedrooms.

Roma Road forms part of an established and predominantly residential area which leads directly off Warwick Road (A41) and is conveniently within approximately one mile distance from both Acocks Green Town Centre and Sparkhill Town Centre, providing access to a wide range of retail amenities and services.

Accommodation

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Bathroom with bath, wash basin and wc

First Floor

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

Outside:

Front: Small walled foregarden
Rear: Overgrown garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 2

Leasehold Flat Investment (Producing £4,800 per annum)

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

8 Kent Street North, Birmingham, West Midlands B18 5RT

Property Description:

A first floor flat situated in a purpose built two storey block of brick construction surmounted by a tiled roof set back from the road behind communal lawned gardens. The property benefits from having UPVC double glazing, electric heating, modern kitchen fittings and is offered for sale in a presentable condition. The property further benefits from having allocated parking space situated adjacent to the building in a tarmac covered car park. Kent Street North is located off Lodge Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400 pcm (£4,800 per annum)

Accommodation:

Ground Floor

Communal Entrance Hallway with secure door entry system, Stairs

First Floor

Lounge/Bedroom, Kitchen, Dressing Room and Shower Room having shower cubicle, wash basin and WC

Outside:

Communal Gardens and tarmac covered car park area with allocated space

Leasehold Information

Term : 120 years from 25th December 1982

Ground Rent : £50 per annum

Service Charge : £206.68 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

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

Auction deposits may be paid by the following methods

Card Payments

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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



LOT 3

Leasehold Flat Investment (Producing £4,560 per annum)

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

8A Kent Street North, Birmingham, West Midlands B18 5RT

Property Description:

A first floor flat situated in a purpose built two storey block of brick construction surmounted by a tiled roof set back from the road behind communal lawned gardens. The property benefits from having UPVC double glazing, electric heating, modern kitchen fittings and is offered for sale in a presentable condition. The property further benefits from having allocated parking space situated adjacent to the building in a tarmac covered car park. Kent Street North is located off Lodge Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £380 pcm (£4,560 per annum)

Accommodation:

Ground Floor

Communal Entrance Hallway with secure door entry system, Stairs

First Floor

Lounge/Bedroom, Kitchen, Dressing Room and Shower Room having shower cubicle, wash basin and WC

Outside:

Communal Gardens and tarmac covered car park area with allocated space

Leasehold Information

Term : 120 years from 25th December 1982

Rent : £50 per annum

Service Charge : £206.68 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 4

Leasehold First Floor Flat Investment

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

44 Alpha Close, Birmingham, West Midlands B12 9HF

Property Description:

A one bedroom 1st floor flat, situated in a purpose built block of brick construction, surmounted by a tiled roof, set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and electric heating and is offered for sale in a presentable condition throughout. Alpha Close is located off Lincoln Street and is within approximately 2 miles distance from Five Ways Birmingham. The property is currently let on an Assured Shorthold Tenancy Agreement for £395pcm (£4,740pa).

Accommodation:

Ground Floor

Communal Entrance with security door system.

Flat:

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

Outside:

Front: Lawned foregarden,

Leasehold Information:

Term: 99 years from 24 June 1983

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Leasehold Vacant Two Bedroom Maisonette

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

61 Newton Gardens, Great Barr, Birmingham, West Midlands B43 5DY

Property Description:

A two bedroom first floor maisonette of brick construction surmounted by a tiled roof and set back from the road behind lawned gardens. The property benefits from having UPVC double glazing, electric heating and a garage located at the rear providing secure off road parking. Newton Gardens is located off Stella Grove which in turn is found off Bowstoke Road located off the Newton Road (A4041)

Accommodation:

Ground Floor: Entrance Hallway, Stairs,

First Floor: Entrance Hallway, Lounge, Kitchen, 2 Double Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside: Single Storey Garage providing off road parking

Leasehold Information:

Term 99 years (less 10 days) from 25 March 1964

Rent £20

Service Charge Refer to Legal Pack

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

Viewings: Via Cottons - 0121 247 2233



LOT 6

Freehold Vacant Three Bedroom Mid Terraced House

*Guide Price: £115,000 - £120,000 (+Fees)

18 Rutters Meadow, Quinton, Birmingham, West Midlands B32 1SH

Property Description:

A presentable two storey mid terraced house surmounted by a pitched tile clad roof, providing well laid out accommodation which includes three bedrooms and benefiting from UPVC double glazed windows and ventilation heating.

The property is situated in a cul-de-sac forming part of an established residential area and leads directly off Highfield Lane, conveniently located for local amenities including a Tesco Superstore on Ridgacre Lane, within approximately three quarters of a mile from Hagley Road West which contains a wide range of shops and services and one and a half miles from the M5 Motorway (junction 3)

Accommodation:

Ground Floor

Porch, Reception Hall, Cloak Room with wc and wash basin, Dining Kitchen with a range of fitted units, Full Width Lounge

First Floor

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

Outside:

Front: Lawned foregarden

Rear: Paved patio, brick store and lawned garden with rear pedestrian access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 7

Freehold Land (3.02 Acres)

*Guide Price: £18,000 - £28,000 (+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 and a running stream through the site. The parcel of land is situated off the old 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

Viewings:

Via Cottons – 0121 247 2233



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



Access to Land

Fast property finance with DMI makes you a winner

DMI Finance, THE fast independent experts in property finance. We're helping Property Investors, Landlords and Property Developers find the finance they need, fast.

We're experts in Bridging Finance, Commercial, Residential and Buy-to-Let Mortgages, Auction Finance and Property Insurance.

See us at today's auction

Get in touch today for a fast response to your requirements

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmfi independent experts in **property finance**

Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us on LinkedIn and Twitter



LOT 8

Freehold Vacant Former Retail Shop/Residential Conversion Opportunity

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

74A Oakfield Road, Wollescote, Stourbridge, West Midlands DY9 9DG

Property Description:

A former retail shop/hairdressing salon of two storey brick construction, situated at the junction of Oakfield Road & Worton Road, set back behind a lawned foregarden. The property forms part of a residential housing estate located to the east of Wollescote and conveniently within approximately one and a half miles to the east of Stourbridge Town Centre.

Planning

The property benefits from planning consent granted by Dudley Metropolitan Borough Council (Ref: P19/0796) and dated 14th August 2019 for change of use from hairdressers (A1) to residential (C3) with elevational changes to include removal of signage and new windows and doors. The development approved with the planning consent comprised of a house containing the following accommodation.

Proposed Accommodation:

Ground Floor

Reception Hall with storage, Living Room with open plan Kitchen

First Floor

Stairs and Landing, Large Bedroom with Shower Room having shower enclosure, wash basin and wc

Outside:

Lawned foregarden with pedestrian rear access

Note: Planning consent and plans are available from the Auctioneers and Dudley MBC website.

Existing Accommodation

Ground Floor

Retail Shop/Salon: 23.12sq.mtrs (248sq.ft)

First Floor

Stairs and Landing, Kitchenette and Staff Toilet with wc and wash basin, Treatment Room: 15.99sq.mtrs (172sq.ft)

Gross Internal Area: 45.02sq.mtrs (484sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 9

Freehold Investment (Rent: £15,500 pa) Hair Salon & Two Bedroom Flat

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

366 Gospel Lane, Birmingham, West Midlands B27 7AJ

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set behind a forecourt parking area. 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 is within less than three miles to the east.

Rental Income

The ground floor retail unit is currently trading as a Hair Salon producing a rental income of £2,000 per quarter (£8,000pa). The first floor 2 bedroom flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £625 pcm (£7,500 per annum).

Total rental income £15,500 per annum.

Accommodation

Ground Floor Hairdressing Salon

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).

Flat Accommodation

Ground Floor: Inner hall, Kitchen and Dining Room.

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

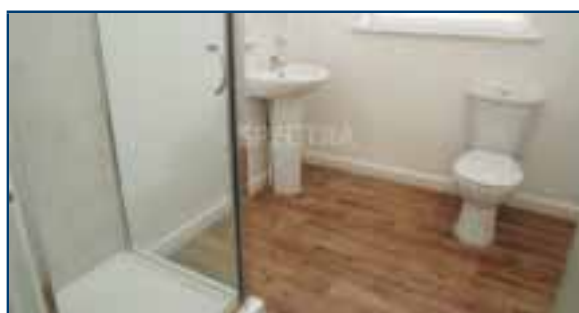
Outside:

Rear Garden with WC
Note: The auctioneers have not been able to internally inspect the premises.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 10**Freehold Vacant Semi-detached House with Three Bedrooms**

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

131 Severne Road, Birmingham, West Midlands B27 7HJ**Property Description:**

A two storey semi-detached house of brick construction surmounted by a replacement hipped tile clad roof, providing well laid out accommodation benefiting from three bedrooms, majority double glazed windows, part gas fired central heating, off road car parking and long rear garden but requiring modernisation and improvement throughout. Severne Road forms part of an established residential area and leads directly off Gospel Lane to the east and Oakhurst Road to the west which in turn leads off Shirley Road. The property is conveniently located with access to shopping centres in nearby Acocks Green, Hall Green and Olton and Solihull Town Centre is within approx. three miles to the south east.

Accommodation:**Ground Floor**

Vestibule Entrance, Reception Hall, Through Lounge/Dining Room (previously two reception rooms), Kitchen.

First Floor

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

Outside:

Front: Block paved forecourt providing ample off road car parking, side yard and pedestrian access to rear

Rear: Patio and long garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233

**LEGAL PACKS**

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

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

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

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

LOT 11

Leasehold Vacant Ground Floor Flat

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

8 Minster Drive, Birmingham, West Midlands B10 0LD

Property Description:

A modern purpose built ground floor flat forming part of a three storey development set back from Minster Drive behind a lawned forecourt. Minster Drive comprises a cul-de-sac which leads off Glovers Road and the property is conveniently located with access to a wide array of local amenities and services on Golden Hillock Road and Coventry Road. Small Heath Railway Station is around a third of a mile away, providing regular train services to Birmingham Moor Street and Solihull.

Accommodation:

Ground Floor

Communal Entrance Hall with security door entry system, Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with

panel bath having shower over, pedestal wash basin, w.c.

Outside: Communal gardens and resident's parking area.

Leasehold Information::

Term: 120 years from 24th December 1984.

Ground Rent: £55 per annum.

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

NRT
PROPERTY CONSULTANTS



LOT 12

Freehold Building Plot (Planning For A Four Bed Detached Dwelling)

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

Land Adjacent, 87 Mulberry Road, Walsall, West Midlands WS3 2NX

Property Description:

A parcel of freehold land roughly triangular in shape adjacent to 87 Mulberry drive and benefitting from Planning Permission granted by Walsall Council for the erection of a detached house. Mulberry Road is located off Sneyd Hall Road which in turn is located off Sneyd Lane the property is within walking distance to Bloxwich Railway Station

Planning

Planning Consent was granted by Walsall Council (Ref: 16/1674 and dated 16th February 2018) for the erection of a detached four bedroom house with car parking

Proposed Accommodation

The approved plans propose the following accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Dining Room, WC, Stairs

First Floor

3 Bedrooms and Family Bathroom having panelled bath, wash basin and WC, Stairs to

Second Floor

Having Bedroom 4

Outside:

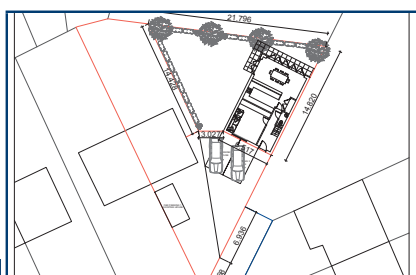
Parking and garden

A copy of the Architects plans are available to view from the Council's website:

Go.walsall.gov.uk/planningsearch

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

Viewings: - Via Cottons - 0121 247 2233



Location Plan



Ground, First & Second Floor Plans



Proposed Street View

LOT 13
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 WC 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

Viewings – Via Cottons – 0121 247 2233



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



LOT 14

Freehold Vacant Takeaway Premises with Large Self-Contained Flat

*Guide Price: £110,000 - £118,000 (+Fees)

50 & 50A High Street, Brierley Hill, West Midlands, DY5 3AW



Property Description:

A substantial, part three storey part two storey end terraced property of brick construction surmounted by a pitched tile clad roof, extending substantially to the rear and comprising of a large ground floor takeaway premises with customer seating along with a four bedroom flat to the upper floors.

The property provides excellent investment potential, each unit being separately metered with gas fired central heating systems and the flat benefits from UPVC double glazing.

The property directly fronts Brierley Hill High Street, surrounded by a wide range of retail services and amenities and is situated virtually opposite Mecca Bingo.

Accommodation:

Ground Floor

Retail Unit/Takeaway

Hot Food Takeaway: 36.5sq.mtrs (392sq.ft) with servery, customer waiting area and seating/tables, opening to Kitchen: 21.41sq.mtrs (230sq.ft) with a

range of stainless steel equipment and extraction, Preparation Room: 9.25sq.mtrs (99sq.ft) with side entrance door, Staff Toilet with wc and wash basin.

Flat 50A High Street

Side Entrance and Stairs

First Floor

Landing, Bedroom One (double), Bedroom Two (double), Bathroom with shower enclosure, panelled bath, pedestal wash basin and wc, Dining Kitchen, Inner Hall, Lounge

Second Floor

Stairs and Landing, Bedroom Three (large double), Bedroom Four (double).

Outside:

Shared pedestrian side access to rear yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 15

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

*Guide Price: £22,000 - £26,000 (+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

Viewings

Via Cottons - 0121 247 2233



LOT 16

Freehold Development Land (0.19 Acres)

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

Land Between, 4 & 12 Seymour Road, Stourbridge, West Midlands DY9 8TB

Property Description:

A parcel of freehold land rectangular in shape and extending to an area of approximately 0.19 acres (787 sq.mtrs) the site is located between numbers 4 and 12 Seymour Road close to the junction with Sandpiper Close. Seymour Road can be found off Bald's Lane. The land benefits from having outline planning consent for residential development.

Legal Documents:

Available at 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.

Planning

Outline Planning Consent was granted by Dudley Metropolitan Borough Council on the 30th of November 2016 (Ref : P16/1229 for residential development)

LOT 17

Freehold Vacant Former Convenience Store

*Guide Price: £115,000 - £130,000 (+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

Viewings:

Via Cottons - 0121 247 2233



LOT 18

Planning Consent for Conversion to 2 x Apartments and New Build Detached House at: 6 Land Lane, Marston Green, Solihull, West Midlands B37 7DE



Property Description:

A residential development opportunity for conversion of an existing office premises to form two residential apartments along with a new build two bedroom detached dwelling house located to the adjacent land. The existing property comprises of a detached corner premises prominently located at the junction of Land Lane and Elmdon Lane, situated in the popular commuter village of Marston Green and originally comprised of a village shop and post office.

The property is of solid brick construction surmounted by a multi pitched tile clad roof and benefits from part UPVC double glazed windows and is currently two storey however appears to contain second floor accommodation which has been sealed off whilst the property was used as offices.

The property occupies a plot roughly rectangular in shape, extending to an area of approximately 0.13 acres including a large lawned garden directly fronting Land Lane. Marston Green Village Centre is within a short distance and provides access to a wide range of local shops and amenities including infant and junior schools along with Marston Green Railway Station which provides direct access to Birmingham Airport, The NEC and the cities of Birmingham and Coventry. The M42 Motorway (junction 6) is within approximately three miles distance and provides access to the Midlands Motorway Network.

Planning

Full planning consent was granted by Solihull Metropolitan Borough Council (ref: PL/2019/00686/PPFL) AND dated 29th April 2019 for conversion of 6 Land Lane from office use to two apartments and a new build detached dwelling.

The plans approved detail the following Proposed Accommodation:

Conversion of 6 Land Lane

Ground Floor

Apartment One: 72sq.mtrs. (775sq.ft.) comprising Entrance Hall with store, Lounge/Dining Room opening to Kitchen, Bedroom One (double) with En-suite Shower Room with wash basin and wc, Bedroom Two (double), Bathroom with bath, wash basin and wc.

First Floor

Apartment Two: 110sq.mtrs. (1,184sq.ft.) comprising Entrance Hall, Stairs and Landing, Lounge/Dining Room opening to Kitchen, Bedroom One (double) with En-suite Shower Room with wash basin and wc, Bedroom Two (double), Bathroom with bath, wash basin and wc

Second Floor

Stairs and Landing with store, Bedroom Three with En-suite Shower Room with wash basin and wc and Attic Room with potential for bedroom four/study.

New Detached Dwelling

Ground Floor

Reception Hall, Cloak Room with wc and wash basin, Kitchen, Lounge/Dining Room

First Floor

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

Outside:

Each property will benefit from gardens with off road parking

Existing Office Accommodation Ground Floor

Porch, Reception Hall, Four Offices, Store with Kitchenette and Server Room (formerly garage).

First Floor

Stairs and Landing, Four Offices, Cloak Room with toilet and wash basin

Second Floor

Sealed off and not inspected

Outside:

Front: Driveway with parking space leading off Elmdon Lane providing access to former garage
Rear/Side: Lawned garden with direct frontage to Land Lane

Net Internal Areas

Ground Floor: 91.89sq.mtrs (989sq.ft)
First Floor: 50.2sq.mtrs (540sq.ft)
Second Floor: Not Inspected
Total Site Area: 0.13 acres (526sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



Freehold Vacant Offices - Residential Re-Development Opportunity
*Guide Price: £290,000 - £320,000 (+Fees)



ARCHITECTS IMPRESSION OF COMPLETED DEVELOPMENT



ARCHITECTS IMPRESSION OF COMPLETED DEVELOPMENT



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



LOT 19

Former Sandwell Snooker Centre/Windsor Theatre, 377 - 379 Bearwood Road, Bearwood, Smethwick, West Midlands B66 4DL



Property Description:

A substantial leisure premises comprising of a former cinema known as the Windsor Theatre, constructed in the late 1920's, converted to an ice rink during the 1980's and more recently used as a snooker hall and live music venue with bars and function rooms with scope for use as a wedding and social function venue.

The property is located at the junction of Bearwood Road and Dunsford Road, having a prominent frontage to both, approached from a classic Art Deco three storey entrance, extending behind Bearwood Road through to rear frontage at Richmond Road. The property is of part three storey construction with brick elevations and surmounted predominantly by a pitched tile clad roof.

The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area.

Planning

The current use of the property as a leisure facility is duly established and it is noted on Birmingham City Council website that a certificate of lawfulness was granted on 21st March 2005 for proposed use of the premises for social functions including wedding receptions and parties.

The property is locally listed by Sandwell Council and may provide potential for a wide range of similar leisure uses or alternative uses and all interested parties should consult with the local planning department at Sandwell Council prior to bidding.

Accommodation:

Ground Floor

Entrance leading off Bearwood Road/Dunsford Road, Public Bar with attractive decorative finish and grand stairs leading off, Main Hallway, Gents Toilets, Function Room with Bar, Lobby with fire access to Dunsford Road, Bottle Store, Ladies/Disabled Toilets, Refrigerated Beer Cellar with modern

equipment and spirit store, Snooker/Pool Bar with Preparation Room and Kitchen, Main Snooker Room with fire access to Bearwood Road, Pool Room

First Floor

Dual Grand Stairs with Landing Reception Area, Ladies Toilets, Function Room with Bar, Inner Hall, Kitchen, Boiler Room, Office, Plant Room, Stores, Food Preparation Room/Store and Card Playing Room

Second Floor

Stairs to Function Room with access to Main Auditorium (disused), Inner Hall with access to former toilet accommodation

Note: The main auditorium has been disused since the creation of a suspended ceiling to form the snooker hall accommodation.

Gross Internal Area

Ground Floor: 1,024sq.mtrs (11,022sq.ft)
First Floor: 155.9sq.mtrs (1,678sq.ft)
Second Floor: 73.8sq.mtrs (794sq.ft)
Basement (not accessed): 41.5sq.mtrs (446sq.ft)
Total Floor Area: 1,295.2sq.mtrs (13,941sq.ft)
Total Site Area: 0.37 acres (1,480sq.mtrs)

Tenure

The property is Freehold and sold with Vacant Possession with the exception of three leases:

1. Electricity sub-station for a term of 60 years from 25 March 1989.
2. Ground Floor Telecommunications equipment for a term of 12 years from 5 July 2013.
3. A roof top lease for telecommunications equipment for a term of 30 years from 23 September 2016.

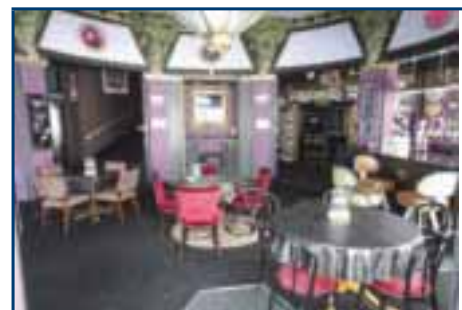
Details of each lease including rental income will be available within the legal documents.

Note: Completion will be 56 days following exchange of contracts or sooner by mutual agreement.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



Freehold Vacant Substantial Leisure Premises with Redevelopment Potential

*Guide Price: £700,000 - £750,000 Plus 20% VAT (+Fees)



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



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

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.



together.[®]

Rates from
just 0.49%*,
with no
valuation or
lender legal
fees?!**



That's worth shouting about. With more than 15 years' experience in auction finance, we'll work quickly and flexibly so you can complete within your deadline.

**Call us on 0333 242 7125
or find out more at
togetherness.co.uk/auction-finance**

Any property used as security, including your home, may be repossessed if you do not keep up repayments on your mortgage or any other debt secured on it.

*Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the duration of the loan. 12 months as standard. No exit fee applies. Standard construction only.
**On loans up to £500,000 for residential properties only.

LOT 21
Freehold Residential Investment - 5 Self-Contained Flats - Rent: £29,340 pa
 *Guide Price: £280,000 - £310,000 (+Fees)

368 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 0RS

Property Description:

A long established flat conversion comprising of a substantial three storey semi detached former dwelling house converted into five self-contained flats, set back behind a tarmacadamed forecourt and benefiting from UPVC double glazed windows and separate gas fired central heating systems. All flats are separately metered.

The property is of brick construction with a pitched tile clad roof and forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation. The property is situated in the central section of Gillott Road between Rotton Park Road and Portland Road, conveniently within a short walk from Edgbaston Reservoir and within one mile from Bearwood High Street and two miles to the west of Birmingham City Centre.

Tenancy Information

All flats are currently let on Assured Shorthold Tenancies managed by Grays Estate Agents:
 Flat One - Rental: £495 per calendar month
 Flat Two - Rental: £475 per calendar month
 Flat Three - Rental: £485 per calendar month
 Flat Four - Rental: £495 per calendar month
 Flat Five - Rental: £495 per calendar month
Total Rental Income: £2,445 per calendar month (£29,340 per annum)

Accommodation:
Ground Floor

Communal Reception Hall,
 Flat One: Lounge, Kitchen with some appliances,
 Bedroom, Shower Room with wash basin and wc.

Flat Two: Lounge, Kitchen with some appliances,
 Bedroom, Shower Room with wash basin and wc

First Floor

Stairs and Landing,

Flat Three: Lounge/Open Plan Kitchen with appliances, Shower Room with wash basin and wc,
 Bedroom

Flat Four: Lounge/Open Plan Kitchen with appliances, Study, Bathroom with bath having shower over, wash basin and wc, Bedroom.

Second Floor

Stairs to:

Flat Five: Landing, Lounge, Kitchen with appliances,
 Bathroom with bath having shower over, wash basin and wc and Bedroom

Outside:

Front: Tarmacadamed forecourt, pedestrian side entrance to rear

Rear: Well maintained lawned garden

Note: The rear garden is currently open plan with numbers 370 and 372 Gillott Road. The buyer will be responsible following completion, to erect a boundary fence in accordance with the land registry title documents.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



LOT 22

Freehold Residential Investment - 5 Self-Contained Flats - Rent: £27,540 pa
 *Guide Price: £280,000 - £310,000 (+Fees)

370 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 0RS



Property Description:

A long established flat conversion comprising of a substantial three storey semi detached former dwelling house converted into five self-contained flats, set back behind a tarmacadamed forecourt and benefiting from UPVC double glazed windows and separate gas fired central heating systems. All flats are separately metered.

The property is of brick construction with a pitched tile clad roof and forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation. The property is situated in the central section of Gillott Road between Rotton Park Road and Portland Road, conveniently within a short walk from Edgbaston Reservoir and within one mile from Bearwood High Street and two miles to the west of Birmingham City Centre.

Tenancy Information

All flats are currently let on Assured Shorthold Tenancies and managed by Grays Estate Agents:

Flat One - Rental: £495 per calendar month

Flat Two - Rental: £400 per calendar month

Flat Three - Rental: £400 per calendar month

Flat Four - Rental: £500 per calendar month

Flat Five - Rental: £500 per calendar month

Total Rental Income: £2,295 per calendar month (£27,540 per annum)

Accommodation:

Ground Floor

Vestibule Entrance, Communal Hallway with Cellar off (not accessed)

Flat One: Lounge, Hallway, Kitchen with appliances, Shower Room with wash basin and wc, Bedroom

Flat Two: Lounge, Kitchen, Shower Room with wash basin and wc, Bedroom.

First Floor

Stairs and Landing

Flat Three: Bed/Living Room, Hall, Kitchen with some appliances, Bathroom with bath having shower over, wash basin and wc

Flat Four: Lounge/Open Plan Kitchen with appliances, Bathroom with bath having shower over, wash basin and wc, Bedroom

Flat Five: Stairs and Landing, Lounge, Kitchen with appliances, Bathroom with bath having shower over, wash basin and wc, Bedroom

Outside:

Front: Tarmacadamed forecourt, pedestrian side entrance to rear

Rear: Well maintained lawned garden

Note: The rear garden is currently open plan with numbers 368 and 372 Gillott Road. The buyer will be responsible following completion, to erect a boundary fence in accordance with the land registry title documents.



Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 23
Freehold Residential Investment - 5 Self-Contained Flats - Rent: £28,740 pa
 *Guide Price: £280,000 - £310,000 (+Fees)

372 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 0RS

Property Description:

A long established flat conversion comprising of a substantial three storey semi detached former dwelling house converted into five self-contained flats, set back behind a tarmacadamed forecourt and benefiting from UPVC double glazed windows and separate gas fired central heating systems. The property is of brick construction with a pitched tile clad roof and forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation. The property is situated in the central section of Gillott Road between Rotton Park Road and Portland Road, conveniently within a short walk from Edgbaston Reservoir and within one mile from Bearwood High Street and two miles to the west of Birmingham City Centre.

Tenancy Information

All flats are currently let on Assured Shorthold Tenancies and managed by Grays Estate Agents:

Flat One - Rental: £525 per calendar month

Flat Two - Rental: £425 per calendar month

Flat Three - Rental: £425 per calendar month

Flat Four - Rental: £525 per calendar month

Flat Five - Rental: £495 per calendar month

Total Rental Income: £2,395 per calendar month (£28,740 per annum)

Accommodation:
Ground Floor

Vestibule Entrance, Communal Reception Hall with cellar off (not accessed)

Flat One: Lounge, Hall, Kitchen with appliances, Bathroom with bath having shower over, wash basin and wc, Bedroom

Flat Two: Lounge, Kitchen with appliances, Shower

Room with wash basin and wc, Bedroom

Flat Three: Bed/Living Room, Kitchen with some appliances, Bathroom with bath having shower over, wash basin and wc

Flat Four: Lounge/Open Plan Kitchen with appliances, Bathroom with bath having shower over, wash basin and wc, Bedroom

Flat Five: Stairs and Landing, Lounge, Kitchen with appliances, Bathroom with bath having shower over, wash basin and wc, Bedroom

Outside:

Front: Tarmacadamed forecourt, pedestrian side entrance to rear

Rear: Well maintained lawned garden

Note: The rear garden is currently open plan with numbers 368 and 370 Gillott Road. The buyer will be responsible following completion, to erect a boundary fence in accordance with the land registry title documents.


Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 24

Freehold Vacant Three Bedroom Semi-detached House

*Guide Price: £120,000 - £125,000 (+Fees)

19 Freville Close, Tamworth, Staffordshire B79 7EP

Property Description:

A two storey semi-detached house surmounted by a pitched tile clad roof, offered for sale in a modern and presentable condition, set back from the road behind a lawned foregarden and driveway providing off road car parking. The property benefits from gas fired central heating, UPVC double glazed windows and generous rear garden and is situated in a cul-de-sac which leads directly off Ludgate, forming part of a popular residential area, conveniently located within approximately three quarters of a mile from Tamworth Railway Station and within half a mile from Tamworth Town Centre which provides access to a variety of retail amenities and services.

Accommodation:

Ground Floor

UPVC Double Glazed Porch, Reception Hall, Lounge, Dining Room, UPVC Double Glazed Conservatory, Kitchen with a range of fitted units

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with modern suite having panelled bath with shower over, pedestal wash basin and wc

Outside:

Front: Lawned foregarden and paved driveway.

Rear: Paved yard, decked patio, freestanding garage which has been converted to a useable room and lawned garden.

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

Viewings: Via Cottons - 0121 2472233



--- Legal Documents Online ---



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

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

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

LOT 25
Freehold Investment Opportunity (2 Semi-detached Houses)
 *Guide Price: £140,000 - £160,000 (+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:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 26

Leasehold Vacant Possession

*Guide Price: £105,000 - £110,000 (+Fees)

Flat 4 Bank House 50 High Street, Bidford-on-Avon, Alcester, Warwickshire, B50 4NN



Property Description:

The property comprises a duplex maisonette in a Grade II Listed period conversion located within the highly desirable village of Bidford-on-Avon, situated midway between Stratford-upon-Avon (7.3 miles) and Evesham (6.9 miles).

Access to the country's motorway network can be attained via the M40 and M42 at Warwick or the M5 connection at either Worcester or Bromsgrove.

Railway connections can also be found at both Honeybourne and Evesham and have a direct link to London Paddington.

The property benefits from double glazing and combi gas central heating, two double bedrooms and allocated car parking space.

Accommodation:

Ground Floor

With own wooden entry door leading to: Entrance Hallway, Open plan Living/Dining Kitchen, Bedroom Two and Bathroom with wash basin, panelled bath with shower over and wc.



First Floor

Stairs and landing, Bedroom One (Double).

Outside:

One allocated car parking space.

Leasehold Information:

Lease Term: 99 Years from 25th March 1982.

Ground Rent and Service Charge: Refer to the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk



Viewings:

Via Cottons - 0121 247 2233



LOT 27
Freehold Residential Development Site (3 Detached Houses)

*Guide Price: £150,000 - £170,000 (+Fees)

Land Adjacent to, 9 Stour Hill, Brierley Hill, West Midlands DY5 2AU
Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of approximately 876.17 sq.mtrs (931 sq.ft). The land fronts both Stour Hill and Hill Street. The land benefits from having planning permission granted by Dudley Metropolitan Borough Council for the erection of 2 detached four bedroom houses and 1 detached 2 bedroom bungalow. A topographical survey of the site has been carried out. Coal mining reports, ground investigations reports and gas monitoring reports are available with the legal pack. Those reports indicate that raft foundations will be suitable. Both Stour Hill and Hill Street are located off Bower Lane and the land is situated in a predominantly residential area

Planning

Planning Consent was granted by Dudley Metropolitan Borough Council and dated the 3rd of August 2018 (Ref: P18/0629) for the erection of 2 four bedroom detached houses and 1 two bedroom detached bungalow

Accommodation:
Proposed Accommodation

The approved plans propose the following accommodation:

Detached Houses
Ground Floor

Entrance Hallway, Lounge, Utility Room, WC and Store Room

First Floor

Bedrooms 1-2 with en-suite bathrooms, and Family Bathroom having panelled bath, wash basin and WC

Second Floor

Lounge/Dining Kitchen and bedrooms 3-4

Bungalow

Entrance Hallway, Lounge, Dining Room, Kitchen, 2 Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside

All properties come with an integral garage providing off road parking and Garden areas

A copy of the Architects plans are available to view from the Council's webpage www.dudley.gov.uk

Legal Documents: Available at 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.



Proposed Elevations



Site Plan

Cottons
 CHARTERED SURVEYORS

PROXY & TELEPHONE BIDDING

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

Please contact the Auction Team on
 0121 247 2233

For further details and Terms & Conditions

LOT 28

Freehold Ground Rent

*Guide Price: REFER (+Fees)

Freehold Ground Rent, 55 Meadowcroft Gardens, Westfield, Sheffield, South Yorkshire S20 8EJ



Property Description:

A freehold ground rent secured upon a modern end terraced town house set back from the road behind a lawned foregarden.

The property forms part of a modern residential estate located approximately seven miles to the south east of Sheffield City Centre and within approximately one and a half miles from Rother Valley Country Park.

The property is subject to a long lease for a term of 99 years (less 3 days) from 23rd April 1976 at a ground rent of £25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

Guide Price: Not available at time of printing and will be uploaded to our website during marketing period or refer to Auctioneers

LOT 29

Freehold Ground Rent

*Guide Price: REFER (+Fees)

Freehold Ground Rent, 65 Meadowcroft Gardens, Westfield, Sheffield, South Yorkshire S20 8EJ



Property Description:

A freehold ground rent secured upon a modern town house set back from the road behind a foregarden.

The property forms part of a modern residential estate located approximately seven miles to the south east of Sheffield City Centre and within approximately one and a half miles from Rother Valley Country Park.

The property is subject to a long lease which commenced on 23rd April 1976 expiring on 22 April 2125 at a current ground rent of £25 per annum, rising on 23 April 2075 to £500 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

Guide Price: Not available at time of printing and will be uploaded to our website during marketing period or refer to Auctioneers

Want to know a secret?

We arrange Buy-to-Let Mortgages in **auction timescales**

With DMI it's as easy as 1,2,3:

1

Contact us before the auction or on the day with property details

2

We provide a free appraisal of your finance options

3

Bid at auction with confidence, a step ahead of the competition

Get in touch today for a fast response to your requirements

Call us on **01249 652 939**

Email info@dmifinance.com

Or Visit www.dmifinance.com



the auction finance **specialist**

Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us at today's auction

See us on LinkedIn and Twitter



LOT 30
Freehold Detached Four Bedroom House

*Guide Price: £215,000 - £235,000 (+Fees)

16 Campbell Close, Walsall, West Midlands, WS4 2EJ

Property Description:

A detached four bedroom house of brick construction surmounted by a tiled roof set back from the road behind a block paved fore garden providing off road parking for numerous vehicles and access to garage. The property benefits from having double glazed windows and gas fired central heating. Campbell Close is located off Buchanan Avenue which in turn can be found off Lichfield Street (A461) the property is within approximately a quarter of a miles distance from Walsall Town Centre and within walking distance to the Walsall Arboretum

Accommodation:
Ground Floor

Entrance Hall, Lounge/Dining Room, Conservatory, Dining Kitchen, Lobby, WC, Stairs

First Floor

Bedroom 1 with en-suite shower room having shower cubicle, wash basin and WC, Bedrooms 2 to 4, Family Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front Block paved fore garden providing off road parking for numerous vehicles and access to garage

Rear Enclosed gardens and patio area to both the side and the rear of the property.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 31

23, 24, 25 & 26 Warstone Lane, Jewellery Quarter, Birmingham, West Midlands B18 6JQ



Property Description:

An opportunity to purchase a prime re-development and investment opportunity located in the heart of Birmingham's popular and renowned Jewellery Quarter comprising a substantial Victorian Grade II Listed building of predominantly three storey brick construction with pitched slate clad roofs providing extensive accommodation, with imposing front elevation overlooking Warstone Lane and having dual rear wings arranged around a central courtyard. The property is located adjacent to the substantial mixed use development known as Heritage Court and within 100 metres of The Clock Tower located at the junction of Warstone Lane, Vyse Street and Frederick Street and surrounded by a wide array of jewellers, allied trades and retailers. The Jewellery Quarter is Europe's largest concentration of businesses involved in the jewellery trade and produces 40% of all jewellery made in the UK. The area is now being transformed by re-development of redundant workshop buildings into an urban village and hub for creative businesses and quality homes.

Planning

Birmingham's Jewellery Quarter has undergone significant redevelopment over recent years to provide a vibrant mix of traditional jewellery retailers and workshops, modern apartment schemes and a varied range of bars and restaurants and other amenities and is situated in the vicinity of the 'Golden Square' being a new public area proposed in Birmingham's Big City Plan and located at the junction of Warstone Lane and Vyse street. The property, due to its character, size, layout and location is prime for re-development and all

interested parties should, prior to bidding, consult with the local planning department at Birmingham City Council to discuss any proposed schemes.

Grant Assistance

The property has been identified as a priority project for financial grant assistance through the Jewellery Quarter Townscape Heritage Scheme which may be available to assist in the restoration of this property and enquiries should be directed towards Mandy Hall (JQTH Project Manager). Email: townscapeheritage@jqdt.org. A guidance brochure and details are available either in our online catalogue details or from the auctioneers offices.

Tenancy Information

The property is predominantly vacant however, 7 units are currently occupied at nominal rents. No formal leases are in place and a schedule of tenancies will be available within the legal pack. Total Monthly Rental: £880 per calendar month (£10,560 per annum)

Accommodation

The property is laid out in a series of retail units, workshops, office and manufacturing premises with ancillary accommodation. All measurements quoted are approximate and interested parties must satisfy themselves as to the extent of the accommodation by attending the block viewings.

Gross Internal Areas

Ground Floor: 378.39sq.mtrs (4,073sq.ft)
First Floor: 363.21sq.mtrs (3,909sq.ft)
Second Floor: 209.84sq.mtrs (2,258sq.ft)
Cellar: 56.02sq.mtrs (603sq.ft)
Total: 1,007.46sq.mtrs (10,844sq.ft)
Frontage: 16.5mtrs (54ft)
Depth: 37.0mtrs (121ft)
Total Site Area: 0.15acres (615.16sq.mtrs).

Notes:

1. Completion will be 3 December 2019 or sooner by mutual agreement.
2. All parties viewing the property must do so with utmost caution and entirely at their own risk. Neither the Seller or Auctioneers accept any liability for injury or harm caused whilst viewing the property.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



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

Freehold Jewellery Quarter Workshop Premises with Re-Development Potential (Part Let)

*Guide Price: £850,000 - £950,000 + 20% VAT (+Fees)



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

LOT 32

By Instruction of The Joint LPA Receivers

Kings Norton Bowling Club, 129 Wychall Lane, Kings Norton, Birmingham, West Midlands B38 8AH



Property Description:

A substantial premises formerly occupied by Kings Norton Bowling Club and comprising a large club house of part two storey brick construction with predominantly pitched tile clad roof and providing extensive accommodation including function and games rooms, bar, kitchen, offices, ancillary accommodation and former staff flat. In addition, the property is set within a rectangular shaped site extending to an area of approximately 1.3 acres containing a bowling green, large multiple car park and a separate brick built workshop previously used by grounds staff.

The property forms part of a popular and well regarded residential area and would suit a variety of alternative uses subject to both planning and freeholders' consent.

Wychall Lane leads off West Hill Road which leads via Kings Norton Green off Redditch Road (A441).

Planning

The property may be suitable for a wide range of alternative uses and all interested parties should consult with the local planning department at Birmingham City Council along with the freeholders (Birmingham City Council) prior to bidding to discuss any proposals which they may have for the site.

Accommodation:

Ground Floor

Office, Store, Meeting Room, Snooker Room, Veranda, Lobby, Gents Toilets, Ladies/Disabled Toilets, Main Bar, Rear Reception Hall,

Function Room with Bar, Inner Hall, Staff Room, Kitchen, Beer Cellar, Gents Toilets, Ladies Toilets, Front Hallway, Boiler Room

First Floor

Former Staff Flat with Three Rooms and Bath/Shower Room

Outside:

Extensive car parking, separate brick built workshop, bowling green and garden areas

Gross Internal Area

Ground Floor: 497.43sq.mtrs (5,354sq.ft)

First Floor: 50.16sq.mtrs (539sq.ft)

Total: 547sq.mtrs (5,893sq.ft)

Total Site Area: 1.3 acres (5,277.5sq.mtrs)

Leasehold Information

Lease Term: 125 years from 31st January 2003

Ground Rent: One peppercorn.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



Long Leasehold (108 years Unexpired) Vacant Bowling Club - Site Area 1.3 acres
*Guide Price: £130,000 - £150,000 (+Fees)



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

LOT 33

Freehold Investment (Retail Shop and Three Flats) *Guide Price: £500,000 - £550,000 (+Fees)

111 & 111A Alcester Road, Moseley, Birmingham, West Midlands, B13 8DD



Property Description:

A prominent Retail/sandwich bar premises along with extensive living accommodation over, forming part of a traditional three storey parade constructed in 1900 of brick and surmounted by a pitched tile clad roof. The property offers extensive accommodation particularly to the upper floor which extends over a vehicular driveway. The property comprises of a ground floor retail unit currently let as a sandwich bar with two 2 bedroom flats above along with a 4 bedroom duplex flat. The property is situated in a popular and vibrant area containing a wide range of retail shops, bars and restaurants and is located between the junctions of Salisbury Road (B4217) and Chantry Road.

Tenancy Information

The ground floor retail unit and two rear flats are currently let to Subway Realty Limited on a Lease for a term of fifteen years from the 11th October 2005 paying a rental of £24,000 per annum on full repairing and insuring terms (applicable to the property occupied by the tenant under the terms of the lease) and subject to upwards only rent reviews due on the fifth and tenth year anniversary from the lease commencement date. A copy of the lease is available for inspection within the legal pack.

The 4 bedroom duplex flat is currently let on an assured shorthold tenancy agreement producing a rental of £1,150 per calendar month (£13,800 per annum).

Total Rental Income : £37,800 per annum

Ground Floor

(111 Alcester Road)

Retail/Takeaway Shop and Restaurant area with customer toilets containing WC and washbasin. Kitchen and preparation area 89 sq.mtrs (956 sq.ft), Lobby/Store area with kitchenette 16.6 sq.mtrs (178 sq.ft)
Flat 1: Lounge/Kitchen, 2 Bedrooms and Bathroom
Flat 2 : Lounge/Kitchen, Bedroom and Bathroom

111A Alcester Road (Duplex Flat Accommodation)

A secure shared ground floor entrance and stairs to
First Floor
Reception Hall, Breakfast Kitchen, Two Double Bedrooms, Lounge
Second Floor
Stairs and Landing, Bathroom with bath, wash basin and WC, Dressing Room/Store, Two further Double Bedrooms

Outside: Shared driveway leading to communal parking, roof terrace and free annual membership and key to Moseley Park and Pool

Legal Documents Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 34

Freehold Vacant Retail Shop and Six Bedroom Flat

*Guide Price: £74,000 - £79,000 (+Fees)

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

Property Description:

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

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

Accommodation:

Ground Floor

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

First Floor

Flat Accommodation: Stairs and Landing, Entrance Hall, Bathroom with panelled bath and shower over, wash basin and wc, Lounge, Dining Kitchen with a range of wooden units

and French Door to Covered Balcony, Inner Hall, Two Bedrooms.

Second Floor

Stairs and Landing, Four Bedrooms with access to Balcony

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

Viewings:

Via Cottons – 0121 247 2233

Note: The photographs were taken in September 2018 and will be updated on our website following the first block viewing.



Turbo Charge Your Property Investing At Your Local Property Network Meeting

Knowledge Know more, do more. Smarter
Support Friendly & Experienced Peers
Mindset Old ways (don't) open new doors

Midlands Investors
 The property investors network (gin) hold 50 monthly meetings nationwide for new and experienced investors.

Come and join us each month. Registration & Networking between 6 & 7pm. Meetings run from 7 to 9pm.

- 1st Wednesday - Worcester (Pear Tree Inn)
- 1st Thursday - Birmingham Central (Newport Broad St)
- 2nd Tuesday - Coventry (Village Hotel)
- 3rd Thursday - Birmingham (NEC Crowne Plaza)
- 4th Wednesday - Black Country (Village Hotel)

Attend as our complimentary guest* by visiting www.propertyinvestorsnetwork.co.uk/meetings

USE PROMO CODE
COTTONS

For more info visit: www.propertyinvestorsnetwork.co.uk

Residential Lettings LANDLORDS

IS YOUR PROPERTY EMPTY???

Due to the recent high demand for rental property, we urgently require new properties to rent.

We are an established regulated professional agent specialising in your area.

We are able to offer

A professional service from an experienced agent
 Extensive marketing via the UK's largest websites, rightmove and findaproperty

Deposits registered with The Dispute Service
 Legal expenses and rent guarantee available

Call now for your free market appraisal

0121 247 2299

LOT 35

Freehold Re-development Opportunity (0.29 Acres)

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

Unit 3 Newlyn Road, Cradley Heath, West Midlands, B64 6BE



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

Property Description:

A dilapidated detached mixed office/industrial unit on a plot circa 0.29 acres, located circa. 0.3 miles east of Cradley Heath High Street.

Newlyn Road is a cul-de-sac location off Corngreaves Road, exclusively commercial nearby to some residential accommodation.

The property is ideally situated to nearby commuter links including 0.7 miles from Cradley Heath Train Station and 3.8 miles from Junction 2 of the M5.

The property comprises a brick built workshop in two bays with rear office extension constructed at a later date in brick with a flat roof. The workshop areas would have originally been fitted out with insulated suspended ceilings and lit with fluorescent strip lighting. The property has suffered from significant fire damage and is in a dilapidated condition throughout, not being secure or having a functioning roof.

Planning:

The property may be suitable for re-instating, re-building or potentially re-development with an alternative scheme. All interested parties are advised to make their own investigations with Sandwell Council regarding potential development opportunities.

Accommodation:

Due to Health and Safety concerns, a full inspection of the property by the Auctioneers has not been carried out. An unverified schedule of the former accommodation has been provided by the vendor.

Ground Floor

Workshop (Bay 1): 203 sq m (2,184 sq ft).

Workshop (Bay 2): 200 sq m (2,157 sq ft).

Offices: 46 sq m (495 sq ft).

Lower Ground Floor

Workshop: 94 sq m (1,009 sq ft)

Offices: 46 sq m (495 sq ft)

First Floor

Offices: 46 sq m (495 sq ft)

Outside:

The property would originally have had a front forecourt for car parking and loading and a further car park to the side of the building accommodating circa. 15 car park spaces in total.



Legal Documents:

Available at www.cottons.co.uk

Viewings: External only.



LOT 36
Freehold Investment: Presentable Two Bedroom Terraced House

*Guide Price: £80,000 - £87,000 (+Fees)

41 New John Street, Halesowen, West Midlands B62 8HL
Property Description:

A two storey mid terraced house of traditional brick construction surmounted by a pitched tile clad roof, set back behind a walled foregarden and offered for sale in a presentable condition, being well cared for by the existing tenants.

The property provides well laid out accommodation, benefiting from UPVC double glazed windows, gas fired central heating and well maintained rear garden.

The property itself is located opposite the junction with Vicarage Road and New John Street forms part of an established and predominantly residential area, located directly off Halesowen Street (A4099) which provides direct access to Blackheath Town Centre providing containing a wide range of retail amenities and services including a Sainsbury's supermarket.

Tenancy Information

The property is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum). The current tenants have been in occupation for 22 years since November 1997 and the property is in an immaculate and well cared for condition whereby the tenants have carried out a number of improvements to the interior and rear garden. The tenants have made the property their home and they have indicated they would like to continue renting the property on a long term basis.

Accommodation:
Ground Floor

Entrance Hall/Porch, Front Reception Room, Inner Hall, Dining Kitchen, Sun Room, Rear Hallway, Bathroom with panelled bath, pedestal wash basin and wc, Utility Room.

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (full width double)

Outside:

Front: Walled foregarden

Rear: Shared pedestrian entry to rear yard with brick store and a part paved garden with mature flower beds

Viewings:

Via Cottons - 0121 247 2233

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


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

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

www.cottons.co.uk



LOT 37

Freehold Vacant Detached Showroom and Adjoining Workshop/Garage

*Guide Price: £165,000 - £185,000 (+Fees)

74-76 High Street, Moxley, Wednesbury, West Midlands, WS10 8SD



Property Description:

A substantial detached single storey premises located on the corner of High Street (A41) and Burns Road extending to a site area of approximately 0.26 Acres (1051.63 sq.m). The property consists of a detached single storey show room/sales premises with adjoining workshop/garage and office space with ample parking to surround. The internal building consists of various offices, showroom and Garage and offers potential to be sub-divided. The property is situated on the main High Street (A41) adjacent to Aldi Supermarket and the property is within approximately a mile and a half in distance from Junction 9 of the M6 Motorway

Accommodation:

Main Show Room : 131.5 sq.mtrs (1415 sq.ft), Office 1: 6 sq.mtrs (64 sq.ft), Main Office 24.59 sq.mtrs (265 sq.ft), Office 3: 10.78 sq.mtrs (116 sq.ft), Kitchen 4.56 sq.mtrs (49 sq.ft), Shower Room having shower cubicle, wash basin and WC, Store Room/office 4: 13.38 sq.mtrs (144 sq.ft), Garage/workshop 174.04 sq.mtrs (1873 sq.ft),

Kitchen Area 7.28 sq.mtrs (78 sq.ft), WC and Store Room 5.97 sq.mtrs (64 sq.ft)

Outside:

Parking Area to the front and side

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Car Showroom



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

Landlords are you aware of the 145 laws
and 400 regulations you are faced with,
just to be compliant!

Don't suffocate under the weight of
Regulation, let Cottons take the strain.



Cottons
CHARTERED SURVEYORS

LOT 38

Freehold Vacant End Terraced House with Two Bedrooms

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

78 Halesowen Street, Rowley Regis, West Midlands B65 0EU

Property Description:

A traditional two storey end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property directly fronts Halesowen Road (A4099), forming part of a predominantly residential area and is situated between the junctions of Beeches Road and New John Street. The property is conveniently within less than a quarter of a mile from Blackheath town centre proving access to a wide range of retail amenities and services, including a Sainsburys superstore.

Accommodation:

Ground Floor

Pedestrian Entry Access to Side Entrance Hall,

Front Reception Room, Rear Reception Room, Intercommunicating Room, Dining Kitchen, Rear Entrance Hall/Porch and Separate WC

First Floor

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

Outside:

Rear: Internal yard area, gravelled patio/yard and a partly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 39

Freehold Vacant Mid Terraced House with Garage and Three Bedrooms

*Guide Price: £150,000 - £165,000 (+Fees)

11 Regent Street, Stirchley, Birmingham, West Midlands B30 2LG

Property Description:

A traditional mid terraced house of two storey brick construction, surmounted by a pitched interlocking concrete tile clad roof, benefiting from mostly UPVC double glazed windows and gas fired central heating along with three bedrooms and most unusually an integral garage with dropped kerb access following conversion of the front reception room several years ago. The property is situated in a popular residential area located directly off Bournville Lane and close to the border with the highly regarded and historic Bournville Village.

Accommodation:

Ground Floor

Reception Hall with storage recess,

Integral Garage, Lounge, Kitchen, Bathroom with panelled bath having shower over, pedestal wash basin and wc

First Floor

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

Outside:

Front: Small forecourt with dropped kerb access to garage

Rear: Paved yard, shared pedestrian right of way and a separate partly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 40
Freehold Vacant Semi Detached House (3 Double Bedrooms)

*Guide Price: £140,000 - £160,000 (+Fees)

19 Finnemore Road, Bordesley Green, Birmingham, West Midlands B9 5XN
Property Description:

A three bedroom semi detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking for numerous vehicles. The property benefits from being part UPVC double glazed and having three double bedrooms however does require some modernisation and improvement. The property is located on Finnemore Road close to the junction with Drummond Road. The property is within approximately a quarter of a miles distance from Bordesley Green which provides a wide range of shops and amenities the property is also within approximately a quarter of a miles distance from Birmingham Heartlands Hospital

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Pantry Cupboard, Stairs

First Floor

3 Bedrooms (all double), Family Bathroom having panelled bath, wash basin and WC

Outside:

Front Gated block paved foregarden allowing for off road parking

Rear Patio, lawned garden and WC

Legal Documents:

Available at www.cottons.co.uk





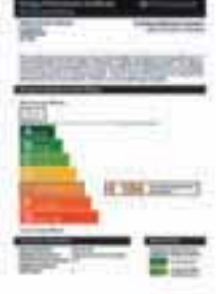





Viewings:

Via Cottons - 0121 247 2233



Bored with playing games.....

Let Cottons help you come first with all your Commercial Property requirements.

<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 30th August 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>					
<p>LOT 8</p>	<p>LOT 9</p>	<p>LOT 13</p>	<p>LOT 14</p>	<p>LOT 17</p>	<p>LOT 18</p>
	<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on 21st August 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>				
<p>LOT 19</p>	<p>LOT 20</p>	<p>LOT 32</p>	<p>LOT 33</p>	<p>LOT 34</p>	<p>LOT 37</p>

Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

TUESDAY 22 OCTOBER 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:

FRIDAY 27 SEPTEMBER 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

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

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



Cottons - the property specialists est 1924



Auction Department

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

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

Regulated by RICS



RICS

