

20TH MAY 2020

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 20TH MAY 2020

Commencing at 11:00 AM

LOCATION

Our Auction will be broadcast live on-line
with bidding by Telephone, Proxy and Internet
Bidding only

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 39 LOTS

Order of Sale

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

- **Former Country Estate comprising of approximately 58.73 acres of predominantly woodland with some pasture in Solihull**
- **A portfolio of 9 Apartments, Townhouses, Workshop Units located at The Quarters, Hinckley, Leicestershire**
- **Prominent Freehold Office Building with consent for Mixed Use Redevelopment Scheme situated close to Kidderminster Town Centre**
- **6 Bedroom detached house in Moseley with a large garden**
- **Freehold Former Nursery School with Redevelopment Potential, Lutterworth Road, Nuneaton**

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

1	52 Alexander Road, Acocks Green, B27 6HD	Freehold Vacant Residential
2	101 Sidcup Road, Kingstanding, B44 0LS	Freehold Vacant Residential
3	57 Waterside, Wheellys Lane, Birmingham, B15 2DW	Leasehold Vacant Flat
4	Land Off Bell Green Lane, Birmingham, B38 0DJ	Freehold Land
5	17 Windsor Drive, Kidderminster, DY10 2NA	Freehold Vacant Residential
6	Fgrs 103-104 Fernwood Drive, Rugeley, WS15 2PY	Freehold Ground Rents
7	144 Antrobus Road, Birmingham, B21 9NX	Freehold Vacant Residential
8	65 Balds Lane, Stourbridge, DY9 8TA	Freehold Vacant Residential
9	1694 Bristol Road South, Rednal, B45 9TZ	Leasehold Shop/Flat Investment
10	88 High Road, Willenhall, WV12 4JQ	Freehold Residential Investment
11	Kr Electrical, Yew Tree Lane, Rowley Regis, B65 8BX	Freehold Vacant Commercial
12	Milverton Nursery School, Nuneaton, CV11 4LE	Freehold Vacant Nursery
13	286 Slade Road, Erdington, B23 7LX	Freehold Vacant Hmo
14	14 Villiers Street, Walsall, WS1 4AW	Freehold Residential Investment
15	27 Endwood Court Road, Birmingham, B20 2RX	Freehold Vacant Residential
16	2, The Quarters, New Street, Hinckley, LE10 1QY	Leasehold Vacant Flat
17	12 The Quarters, New Street, Hinckley, LE10 1QY	Leasehold Flat Investment
18	11 The Quarters, New Street, Hinckley, LE10 1QY	Freehold Residential Investment
19	21 The Quarters, New Street, Hinckley, LE10 1QY	Freehold Residential Investment
20	29 The Quarters, New Street, Hinckley, LE10 1QY	Freehold Residential Investment
21	35 The Quarters, New Street, Hinckley, LE10 1QY	Freehold Vacant Residential
22	Workshop 8 The Quarters, Hinckley, LE10 1QY	Leasehold Vacant Commercial
23	Workshop 10 The Quarters, Hinckley, LE10 1QY	Leasehold Vacant Commercial
24	Unit 42 & 44 The Quarters, Hinckley, LE10 1QY	Leasehold Vacant Commercial
25	New Berry Hall Estate, Hampton Lane, Solihull	Freehold Land With Potential
26	227 Wake Green Road, Moseley, B13 9UZ	Freehold Vacant Residential
27	Chase Recreation Club, Burntwood, WS7 3XG	Freehold Vacant Social Club
28	Mt House, 35 Mill Street, Kidderminster, DY11 6XB	Freehold Redevelopment Opp.
29	H & J Transport, Blakeley Hall Rd, Oldbury, B69 4ET	Leasehold Vacant Yard
30	5 Blakedown Road, Halesowen, B63 4NE	Freehold Vacant Residential
31	Land At Ward Street, Wolverhampton, WV2 2NT	Freehold Development Land
32	20 Cheddar Drive, Newcastle Under Lyme ST5 6QR	Freehold Vacant Residential
33	Fosseway House & Land, Tredington, CV36 4NN	Freehold Vacant House & Plot
34	290 Mary Street, Balsall Heath, B12 9RJ	Freehold Retail Investment
35	40 Cambridge Street, West Bromwich, B70 8HG	Freehold Vacant Residential
36	88 Gayhurst Drive, Yardley, B25 8YN	Leasehold Flat Investment
37	144 White Road, Quinton, B32 2SX	Freehold Vacant Residential
38	Land To West Of Brigg Rd, Scunthorpe, DN16 1AX	Freehold Land
39	198 Yoxall Road, Shirley, Solihull, B90 3RN	Freehold Vacant Residential

Auctioneers:

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

Valuers:

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

Auction Team:

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

IMPORTANT NOTICE

This is a Live Online Auction.

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained on Page 5 of this catalogue and also on our website, providing ID documents, proof of funds and the required Bidding Security payment of £5,950, which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 5.30 pm on Monday 18th May 2020 to allow sufficient time for processing. Please don't leave it too late.

Telephone Bids will be strictly on a first come first served basis.

To discuss any matter please contact the Auction Team on 0121 247 2233

**COVID – 19
AUCTION UPDATE**

In line with the Government's latest advice, we have taken the decision to broadcast our next Auction on Wednesday 20th May 2020, live online commencing at 11:00 AM.

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing certified ID documents, proof of funds and the required payment which shall be refunded in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you back to confirm your bidding approval. Any incomplete forms or forms not accompanied with required documentation will not be processed and you will be unable to bid.

Our Auctioneer, Andrew Barden, will conduct the Auction as normal and you will be able to watch and listen to him in real time via the 'watch live' feed on our Website.

The safety and health of our clients, customers and staff is our primary focus and due to these unprecedented times, we felt this was the only responsible course of action to take, whilst continuing to deliver a fully interactive auction experience for all those involved.

We are committed to providing the high level of service that our clients and customers expect and have a comprehensive phone and email system which allows our staff to work remotely and stay connected during every step of the auction process.

Auction Appraisal/Valuations

Throughout this period of social distancing and movement restrictions, whilst we are unable to meet you and inspect your property, we are offering Virtual Market Appraisals in order to provide our opinion on suitable Guide & Reserve prices for your property. Even without stepping inside your property, we can provide a Desktop Appraisal using our vast experience and knowledge of selling similar properties and access up-to-date market information along with our large database of historic property prices to give you a very accurate idea of how much your property could be sold for by auction. To assist us we shall require the property address, tenure, approximate size, list of rooms, condition, current rental/lease terms (if applicable) and would require to use one of the following methods to appraise your property:

1. Live video walk-through: We will provide you with a video conference link so that you can show us around your property.
2. Recorded walk-through: Just send us a Walk Through video including interior/exterior of your property.
3. Telephone appraisal: We can set up a telephone appointment to talk about your property in detail.

Viewings

In accordance with Government Advice we shall not be conducting any Viewings until further notice.

Once restrictions have been lifted it is intended that viewings will take place and a schedule will be produced in due course and uploaded to our website. Viewings of investment properties are by courtesy of the tenants in occupation and no attempt should be made to contact the tenants directly in the event that access is unavailable. We have included on our website a comprehensive schedule of photos for each property along with internal video tours where possible. Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

Completion Dates

Please check the legal documents (when available) as some sellers have agreed to offer their properties with extended completion dates to assist with any unforeseen delays due to current circumstances.

We will endeavour to keep all our customers updated with any further changes to our operation via our website and social media channels. If you have any further questions, please do not hesitate to contact us on 0121 247 2233 or auctions@cottons.co.uk.

In these unprecedented times of uncertainty, we will always strive to offer our clients and customers the highest possible service available and adapt to the difficult and changing circumstances faced by us all. We thank you in advance for your continued support and understanding and look forward to the time when normality returns. Until then our thoughts are with all those affected by Coronavirus both in the UK and around the world along with our heroic NHS Doctors, Nurses and Staff.

Please Stay Safe and Stay Inside

Best Wishes

Cottons Auction Team

Live Online Auction Buying Guide

INTRODUCING COTTONS ONLINE AUCTIONS

Our Live Online Auction is a new, innovative and pioneering platform for buying and selling property. It provides all the benefits synonymous with traditional room auctions, including: speed, certainty of sale and transparency but with the added advantage of being able to bid pressure-free from the comfort of your own home or office via the Internet, telephone or using a pre authorised proxy bid in order to secure a purchase.

The auction will be held behind closed doors with no public attendance and whereby our Auctioneer's, will conduct the Auction as normal and you will be able to watch and listen to the sale in real time via the 'watch live' stream on our Website.

A STRAIGHTFORWARD PROCESS FROM START TO FINISH WITH STRESS-FREE BIDDING FROM THE COMFORT OF YOUR OWN HOME OR OFFICE

REGISTRATION

We offer a remote bidding services as follows:

- **By telephone** - we will call you from the auction room
- **By proxy** – the auctioneer bids on your behalf
- **By Internet** - follow the auction via our website and place bids online

In order to take part and bid at our Live Online Auction, you must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing ID documents, proof of funds and the required payment all of which shall be refunded in full in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you to guide you through the process, ensuring all ID documents satisfy our Anti Money Laundering checks and taking payment of your bidding security and once completed they will confirm your bidding approval. All internet bidders will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day. Unfortunately, any incomplete forms or forms not accompanied with the required documentation or payment will not be processed and you will be unable to bid.

ACCEPT TERMS

By completing your Bidding registration form you are deemed to accept all terms & conditions contained in both the auction catalogue and contents of the legal pack applicable to the lot you are interested in and in doing so, you instruct Cottons to bid on your behalf and acknowledge that if your bid is successful you are legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and you must complete this transaction within the timescale specified.

BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete your bidding and our bank details will be provided once we have processed your bidding form.

DUE DILIGENCE

Recommended Due Diligence Before Bidding

In general terms, you are strongly advised to view the property and take professional advice as to its condition and suitability. You should also ensure that you thoroughly read and understand all of the documents contained within the legal pack, the auction marketing particulars, the auctioneer's terms and conditions and advice contained within the catalogue and any other associated documentation available online, and take proper legal advice accordingly. You should note in particular, any fees or costs which you will be responsible for if your bid is successful. Finally, in the event your bid is successful, you are the purchaser whereby you have entered into a legal binding contract and by bidding understand the legal importance of the contract you are entering into and the financial commitment that you will be liable for.

GUIDES & RESERVES

Understand the Guide and Reserve Price

What is a Guide Price?

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. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The guide price can be adjusted by the seller at any time up to the end of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website.

What is a Reserve Price?

The Reserve Price is the seller's minimum acceptable price at auction and is the minimum price that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve may change throughout the course of marketing. 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.

THE AUCTION DAY

What happens on the day of the auction?

Addendum

Before you bid it is essential that you check the Addendum on our website detailing any amendments or last-minute changes to the catalogue particulars or legal pack contents, that may have been made. These changes will form part of the Contract.

Start of the Auction

The auction will start promptly at the time stated on our website. The auctioneer will make a number of announcements about the auction procedure before commencing with the sale in numerical lot order.

Bidding

- The auctioneer will announce each lot and refer to any Addendum comments (last minute changes).
- The current lot being offered will be displayed on the 'watch live' stream on our website, which will also display the last bid taken for the lot being offered.
- All lots will be offered for sale subject to an undisclosed reserve price. The auctioneer will invite a starting bid and once received, will regulate the bidding increments and the property will be 'knocked down' to the highest bidder, assuming that the reserve is met or exceeded.
- Please note that questions will not be taken by the auctioneer once the auction is in progress. If you do have any last-minute queries, you should speak to a member of the auction team. Ultimately, our advice is, if you have any doubts, do not bid.

FALL OF THE HAMMER

On the fall of the hammer

When the hammer falls, if you are the highest bidder at or above the reserve price, you will have bought the lot. The properties offered for sale on our Online Auction Platform are sold on immediate, unconditional contracts. This means that the fall of the hammer constitutes an exchange of contracts between the buyer and seller. Both parties are legally bound to complete the transaction – usually within 20 working days following the close of the auction but this will be confirmed within the legal documentation.

The property is usually at your insurable risk from this point. Please ensure that you arrange your building insurance immediately after the sale.

Please Remember: Properties are not sold 'subject to contract', 'subject to finance' or 'subject to survey' when you buy at auction. They are sold unconditionally on the fall of the hammer. If you are the successful bidder, you or the named buyer are legally obliged to complete the sale.

POST AUCTION

If you are the successful purchaser, we'll be in touch following the auction to discuss the next steps.

DEPOSIT

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £950 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.

FOR MORE INFORMATION CONTACT auctions@cottons.co.uk OR 0121 247 2233

PROXY, TELEPHONE & INTERNET BIDDING 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), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000

bidding security all of which shall be refunded in full if your bid is unsuccessful.

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

TYPE OF BID

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

BIDDER INFORMATION

Name

Company Name (if applicable)

Address

Contact Number

Contact Number for telephone bid on Auction Day

SOLICITOR INFORMATION

Name

Address

Telephone Number

Contact

If your bid is unsuccessful, due to Anti-Money Laundering regulations, we can only refund to the account from where the funds were received. Please confirm your Bank Account details in boxes provided below. We may need to request further information from you for verification purposes.

Name of Account Holder Account No. Sort Code

LOT DETAILS

LOT

Address

Maximum Bid (proxy bid)

Maximum Bid (words)

PAYMENT DETAILS

Payment Required **£5,950**
(Five Thousand, Nine Hundred and Fifty Pounds)

I confirm that I have read all Terms & Conditions. I hereby instruct Cottons to bid on my behalf and acknowledge that if my bid is successful I am legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and I must complete this transaction within the timescale specified.

Signed

Date

REMOTE BIDDING 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 by post or email at auctions@cottons.co.uk (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

Please complete one form for each property you intend to bid for. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

We will undertake an electronic ID check as part of our compliance with Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on. If you are bidding on behalf of somebody else, you will need to provide written authority from them instructing you to bid along with there full name, address and certified ID

The Bidder shall be deemed to have read the auction catalogue available in either hard copy or on our website, inspecting the Conditions of Sale, Auctioneer's Advice applicable to the auction sale, the Auction Buying Guide, the particulars sale for the relevant Lot/s and the Legal Documents/Pack including the Contract/Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any addendum comments relating to the relevant Lot. The addendum is available on our website www.cottons.co.uk or at the Auction and is read by the Auctioneer prior to commencement of bidding.

The Proxy 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 and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. 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.

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

Auctioneer's 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 during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's 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 remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/Internet bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made. In the event that the telephone, proxy or internet bid is successful the Auctioneer will sign the Contract/Memorandum of Sale on behalf of the Bidder (a Contract having been formed on the fall of the Auctioneers Hammer). If your bid is successful, your details will be given to the sellers solicitor and you will be contacted by the Auctioneers as soon as possible after the Lot has been auctioned.

If you wish to withdraw your bid, the Auctioneers require emailed/written notification by 17:30 on the day prior to the Auction Sale and only upon confirmation by the Auctioneers will your bid be withdrawn. If the bidder or someone on their behalf decides to attend the Auction and cancellation of the remote bid is not received, this remote bid is still in place and the Auctioneer will not take any responsibility if you are therefore bidding against your own remote bid.

The Auctioneer's or the Seller hold the right to withdraw or sell the Lot prior to Auction, even if a remote bid has been received and processed.

The Auctioneers reserve the right to advise the seller of any remote bids which been received.

If your bid is unsuccessful your Bidding Security will be returned in full as soon as practical after the auction, via BACS payment to the account details from where the payment was made and this process may take up to 5 working days.

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LOT No

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OFFER PRICE:

CASH: £: MORTGAGE:

PURCHASER DETAILS:

NAME: COMPANY NAME:

ADDRESS:

POSTCODE: EMAIL:

TEL: MOBILE:

SOLICITORS DETAILS:

NAME: COMPANY:

POSTCODE: EMAIL:

OFFERS ACCEPTED PRIOR TO AUCTION

IF YOUR OFFER IS ACCEPTED YOU WILL BE REQUIRED TO EXCHANGE ON AUCTION CONTRACTS AND COMPLY WITH THE FULL AUCTION CONDITIONS OUTLINED IN BOTH OUR CATALOGUE AND RELEVANT LEGAL DOCUMENTS.

PLEASE TICK THE BOXES TO CONFIRM THAT YOU HAVE:

1. VIEWED THE PROPERTY YOU ARE MAKING AN OFFER FOR ☐
2. INSPECTED THE LEGAL DOCUMENTS RELATING TO THE PROPERTY YOU ARE MAKING YOUR OFFER FOR ☐

1. A 10% deposit must be payable by cleared funds eg: Bankers Draft, Debit Card and you must be in a position to exchange contracts prior to the auction.
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
2. You will also be required to pay the buyers administration fee of £950 including VAT on each Lot purchased.
(£250 including VAT on Lots £10,000 and below)
3. We advise you to instruct your legal advisor to inspect the Legal Pack/Contract prior to you exchanging contracts.
Most Legal Packs are available on our website www.cottons.co.uk or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

If you intend to submit an offer prior to Auction, you **MUST** complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.

Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.

The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**PLEASE NOTE: NOT ALL LOTS ARE AVAILABLE FOR SALE PRIOR TO THE AUCTION.
PLEASE CHECK WITH THE AUCTION TEAM ON 0121 247 2233**

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

AUCTION ADMINISTRATION FEE

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

ADDITIONAL FEES / COSTS / CHARGES

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

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

LOT 1

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £100,000 - PLUS (+Fees)

52 Alexander Road, Acocks Green, Birmingham, West Midlands B27 6HD

Property Description:

An attractive traditionally constructed mid terraced house of two storey brick construction, surmounted by a pitched slate roof set back behind a foregarden and forming part of a popular and established residential area.

The property offers well laid out accommodation including three good size bedrooms and is in need of refurbishment and modernisation throughout.

The property is situated on Alexander Road which can be approached from either Yardley Road or Douglas Road.

Acocks Green Railway Station is within less than a mile away and offers direct train services to Birmingham Moor Street, Birmingham Snow Hill, Solihull, Kidderminster and Worcester.

Accommodation:

Ground Floor

Vestibule Entrance, Hallway, Front Reception Room, Rear Reception Room and Kitchen.

First Floor

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

Outside:

Front: Neatly laid out walled and hedged foregarden.

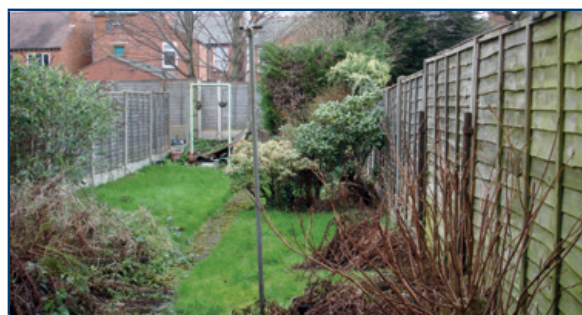
Rear: Mainly lawned garden with brick built store and external wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



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).

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).

Payment will be required by bank transfer within 24 hours of the auction ending and your bidding security payment will be credited against the monies due.

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

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

LOT 2

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £100,000 - £109,000 (+Fees)

101 Sidcup Road, Birmingham, West Midlands B44 0LS

Property Description:

A mid terraced house of two-storey rendered brick construction, surmounted by a pitched replacement concrete tile clad roof providing well laid out accommodation benefitting from mostly UPVC double glazed windows, gas fired central heating, three good sized bedrooms, conservatory and off-road car parking but requiring modernisation and improvement throughout.

Sidcup Road forms part of an established residential estate and is located off Finchley Road which in turn leads off Kings Road (B4149) providing convenient access to Kingstanding Circle Shopping Centre, being within approximately half a mile to the north.

Ground Floor

Entrance Hall, Lounge with store, Kitchen with pantry, UPVC/Brick built Conservatory, Bathroom with panel bath having shower over and wc.

First Floor

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

Outside:

Front: Paved forecourt providing off-road car parking.

Rear: Block paved patio and lawned garden.

Legal Documents:

Available at www.cottons.co.uk


Viewings: External Only.



--- Legal Documents Online ---



Legal Documents

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

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

LOT 3

Leasehold One Bedroom City Centre Vacant Flat

*Guide Price: £68,000 - £74,000 (+Fees)

Flat 57 Waterside, Wheelleys Lane, Birmingham, West Midlands B15 2DW

Property Description:

A one bedroom third floor flat located in a purpose built block set back from the road behind communal gardens. The flat benefits from having double glazing, electric heating and resident parking. The property is located on Wheelleys Lane which in turn is found off Bath Row and the property is within walking distance to Birmingham City Centre

Accommodation:

Ground Floor

Communal Entrance with secure communal door, Telephone Entry System, Hallway and Lift

Third Floor

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, wash basin and WC

Outside:

Communal Gardens and Residents Parking is available

Leasehold Information

Term 99 years from the 30th of November 1979

Service Charge Our client has advised that service charge is circa £110 pcm

Ground Rent £10 per annum

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

Viewings: - External Only



LOT 4

Freehold Land (1.92 Acres)

*Guide Price: £15,000 - £20,000 (+Fees)

Land Off Bell Green Lane, Wythall, West Midlands B38 0DJ

Property Description:

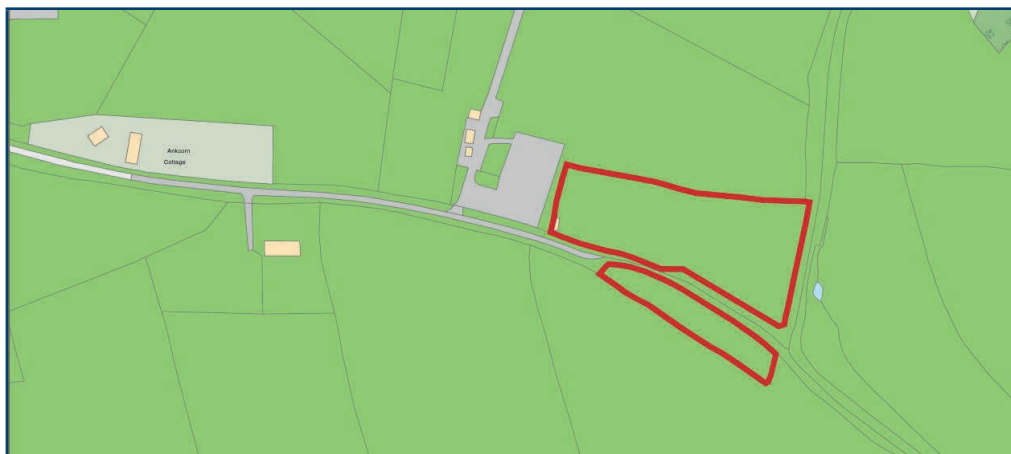
Two parcels of freehold agricultural land, the larger parcel extending to a site area of approximately 1.51 acres (6,111 sq.mtrs), the smaller parcel extending to an area of approximately 0.41 acres (1,659 sq.mtrs) both parcels of land are gated and accessed off Bell Green Lane. Bell Green Lane is located off Icknield Street and Middle Lane

Legal Documents

Available at www.cottons.co.uk

Viewings

External Only



The plan is for identification only. Refer to Legal Pack for exact site boundaries.



Access road off Bell Green Lane

LOT 5**Freehold Vacant 3 Bedroom Semi Detached House with Double Garage**

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

17 Windsor Drive, Kidderminster, Worcestershire, DY10 2NA**Property Description:**

A two storey semi detached house surmounted by a pitched tile clad roof set well back from the road behind a lawned foregarden and full length driveway, which provides ample off road car parking. The property provides well laid out accommodation benefitting from three bedrooms, double garage/workshop, conservatory, gas fired central heating and UPVC double glazed windows/external doors.

The property forms part of an established residential area and Windsor Close comprises of a cul-de-sac leading off Broad Street which in turn leads off Stourbridge Road (A451) and the property is located approximately half a mile to the north of Kidderminster Town Centre.

Accommodation:**Ground Floor**

Reception Hall, Breakfast Kitchen: 4.48m x 2.5m with range of wooden fitted units and pantry, Lounge: 4.4m x 3.95m, Conservatory: 4.14m x 2.3m.

First Floor

Stairs and Landing, Bedroom One (Double): 4.39m x 2.96m, Bedroom Two (Double): 3.38m x 2.46m, Bedroom Three (Single): 2.42m x 1.81m, Bathroom: 2.46m x 1.95m with panel bath, having electric shower over, pedestal wash basin and wc. Loft Storage with ladder access and window.

Outside:

Front: Lawned foregarden, full length concrete driveway with car port and extending to rear,

Rear:

Double Garage/Workshop: (not inspected & measured externally) 8.8m x 5.4m approx. and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 6

2 Escalating Freehold Ground Rents secured on a Retail Shop & Flat
*Guide Price: £2,000 - £3,000 (+Fees)

FGR's, 103 & 104 Fernwood Drive, Rugeley, Staffordshire WS15 2PY

Property Description:

Two Freehold Ground Rents secured upon a ground floor retail shop currently used as a Micro Bar and a self-contained first floor flat, both occupying a mid-terraced premises, forming part of a neighbourhood shopping centre, set behind a paved forecourt. Access to the Flat is via a rear service yard.

Each property is subject to a separate lease, both at escalating Ground Rents, as follows.

103 Fernwood Drive (Retail Shop):

Subject to a lease for a term of 125 years from 5th November 2018 at a current Ground Rent of £150 per annum, doubling every 33 years.

104 Fernwood Drive (Flat):

Subject to a lease for a term of 125 years from 7th November 2011 at a current Ground Rent of £100 per annum, doubling every 25 years.

Total Current Ground Rent Income: £250 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



LOT 7

Freehold Vacant Substantial Four Bedroom Terraced House
*Guide Price: £150,000 - £158,000 (+Fees)

144 Antrobus Road, Handsworth, Birmingham, West Midlands B21 9NX

Property Description:

A substantial terraced house of two storey traditional brick construction surmounted by a pitched replacement tile roof, providing well laid out accommodation which includes four bedrooms and benefits from gas fired central heating, UPVC double glazed windows and external doors, and a large rear garden.

Antrobus Road forms part of an established residential area and leads directly to the Handsworth Shopping Centre, located on Stratford Road (A4040) and Grove Lane and the house is conveniently within approximately half a mile of the Handsworth Shopping Centre, located on Stratford Road (A4040).

Accommodation:

Ground Floor:

Reception Hall, access to Cellar with one room, Cloakroom with wc and wash basin, Front Reception Room opening to Rear Reception Room, Kitchen with range of units.

First Floor:

Stairs and Landing, Bedroom One (Single), Bedroom Two (Small Double), Bedroom Three (Double) with En-Suite Shower Room, having glazed shower, wash basin and wc, Bedroom Four (Single), Bathroom with panel bath, pedestal wash basin and wc.

Outside:

Front: Walled foregarden.

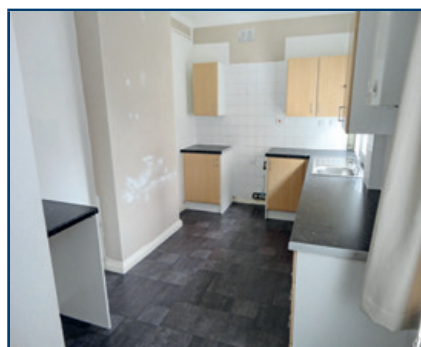
Rear: Paved yard with shared pedestrian entry access and a large lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings

External Only



LOT 8
Freehold Vacant Terraced House with Three Bedrooms

Guide Price: £60,000 - £70,000 (+Fees)

65 Balds Lane, Lye, Stourbridge, West Midlands DY9 8TA
Property Description:

A traditional end terraced house of two storey brick construction, surmounted by a pitched replacement tile clad roof, having part rendered elevations and benefitting from three bedrooms, gas fired central heating and double glazed windows but requiring repair and improvement throughout.

The property forms part of an established mixed use area, containing a range of residential and commercial properties, and is situated directly fronting Balds Lane, which is opposite the junction with Lye Road. Balds Lane leads directly to the A459 (A459) and the property is conveniently within approximately 1 mile from Lye Town Centre, located to the west and within two miles of Stourbridge Town Centre.

Accommodation:
Ground Floor

Front Reception Room, Inner Hall with Cellar access to one room, Rear Reception Room, Inner Hall, Kitchen, Bathroom with bath, pedestal wash basin and wc.

First Floor

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

Outside:

Rear paved area with shared pedestrian entry access to rear garden and partly paved garden.

Viewings available at www.cottons.co.uk

Viewings External Only.



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LOT 9

Leasehold Retail Investment & Flat - Total Income £11,280pa
 *Guide Price: £60,000 - £65,000 (+Fees)

1694 Bristol Road South, Rednal, Birmingham, West Midlands B45 9TZ

Property Description:

A Leasehold two storey end terraced investment property comprising a ground floor shop unit with a separate self contained first floor flat.
 The retail shop is currently let to a long established home brew shop in Dee Jay Supplies.
 The property is contained within a block of four retail units, located at the junction with Foxland Avenue, mid-way between Longbridge and Rubery and forms part of a linear parade of neighbourhood retail shops prominently situated on fronting Bristol Road South and serving the surrounding residential catchment area.

Tenancy Information:

Retail Shop: Originally let on a 5 year lease to the current lessee on 9th April 2019 at a rent of £5,400 per annum.

Flat: The current let on an Assured Shorthold Tenancy agreement producing a rental income of £450pcm (£5,400 per annum).

Accommodation:

Ground Floor

Retail Shop: Shop, Rear Store/ kitchenette with Staff Toilet: 72.8 sq.mtrs. (783.6sq.ft.)

First Floor

External stairs and shared walkway approach, accessed from the side of No. 1698.

Reception Hall, Lounge, Kitchen, Bathroom with panel bath having shower over, wash basin and wc, Two Double Bedrooms.

Outside:

Front: Forecourt parking area.

Rear: Garden.

Leasehold Information:

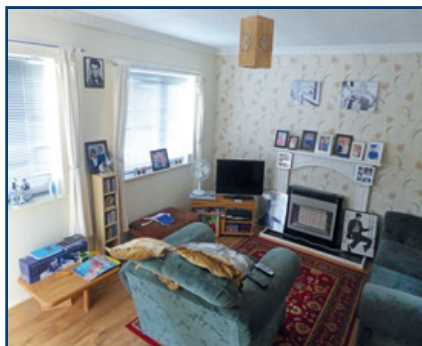
Term: 99 Years from 25th December 1955

Ground Rent: Refer to the Legal Documents

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



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 10

Freehold Three Bedroom Semi Detached - Investment (£7,800 per annum)

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

88 High Road, Willenhall, West Midlands WV12 4JQ

Property Description:

An extended three bedroom semi-detached house of rendered brick construction surmounted by a tiled roof set back from the road behind a fore garden and driveway allowing for off road parking and access to garage. The property benefits from having UPVC double glazing, gas fired central heating and has a single storey extension to the rear. The property is located on High Road (A462) close to the junction with both Greadier and Bentley Lane. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Through Lounge, Kitchen, Stairs

First Floor

Landing, 3 Bedrooms and Bathroom having corner bath, wash basin and WC

Outside:

Front Foregarden and driveway allowing for off road parking and access to garage

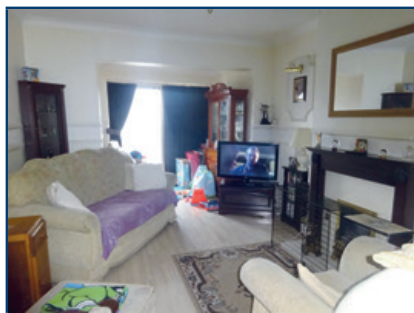
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 11

Freehold Vacant Converted Cottage

*Guide Price: £80,000 - £90,000 (+Fees)

KR Electrical, Yew Tree Lane, Rowley Regis, West Midlands B65 8BX

Property Description:

A freehold two storey former cottage which has been converted into a workshop with small yard at the rear and a further yard adjacent to the property.

The cottage has not been used as a residential living for several years however does offer separate access meaning the property may be suitable for conversion back to residential and all interested parties should contact the Planning Department at Sandwell Council with any proposals prior to bidding. The workshop is currently used as storage.

The adjacent yard is currently let to an individual who uses the space as a car park producing an income of £5.00 per week (£260 per annum)

Accommodation

Workshop

Large workshop space 106 sq.mtrs (1140.97 sq.ft)

Cottage

Ground Floor

Entrance Hall, Workshop/store

First Floor

Office

Outside:

Side Small yard

Rear Small yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



The plan is for identification only. Refer to Legal Pack for exact site boundaries.



LOT 12

By Instruction of the Joint LPA Receivers

Milverton Nursery School, 43 Lutterworth Road, Nuneaton, Warwickshire CV11 4LE



Property Description:

A long established children's nursery premises occupying a large plot extending to approximately 0.24 acres (971 sq m) and prominently situated at the junction of Lutterworth Road and Cavalier Close.

The property comprises of a substantial two storey former dwelling house of traditional brick construction surmounted by a pitched tile clad roof and over the years has been substantially extended and modified to provide the existing nursery accommodation.

The property is set back from the road behind a well-screened tarmacadamed driveway, having dual gated entrance and internally the accommodation is well laid out and benefits from gas fired central heating and UPVC double glazed windows.

The property is located on the popular Lutterworth Road between the suburbs of Attleborough and Whitestone and approximately one mile to the south east of Nuneaton Town Centre.

Planning:

The current use of the property as a Children's Nursery was granted a Certificate of Lawful Use on 22nd August 2005 by Nuneaton & Bedworth Borough Council whose website contains a detailed history of previous planning applications. The property may be suitable for a variety of alternative uses and application was made to Nuneaton & Bedworth Borough Council on

13th May 2019 (Ref. PP-07837707) for change of use from Nursery (D1) to 6 No. flats (C3) including new roof over existing extension and associated external works. Conditional Approval was granted on 23 September 2019

Alternatively the property may be suitable to conversion back to a single dwelling house with potential for a separate adjacent building plot.

All interested parties should discuss any proposals which they have for the property with the Local Planning Department at Nuneaton & Bedworth Borough Council prior to bidding.

Accommodation:

Ground Floor

Reception Hall, Nursery Rooms One, Two, Three, Four and Five. Secondary Entrance Hall, Nursery Rooms Six, Seven and Eight. Rear Entrance Hall, Disabled Toilets with wc and wash basin, Store, Dining Kitchen/Staff Room, Utility Room, Toilets.

First Floor

Stairs and Landing, Nursery Rooms Nine and Ten. Conservatory, Toilet/Wash Room with shower, Laundry Room.

Outside:

Front: Tarmacadamed forecourt providing multiple car parking with double entrance.

Rear: Enclosed mixed surface garden providing play area with paving, lawn, artificial grass and bark covered areas.

Gross Internal Area

Ground Floor: 255 sq m (2,758 sq ft)

First Floor: 112.5 sq m (1,211 sq ft)

Conservatory: 17.92 sq m (192 sq ft)

Total Site Area: 0.24 acres (971 sq m)

Legal Documents:

Available at www.cottons.co.uk

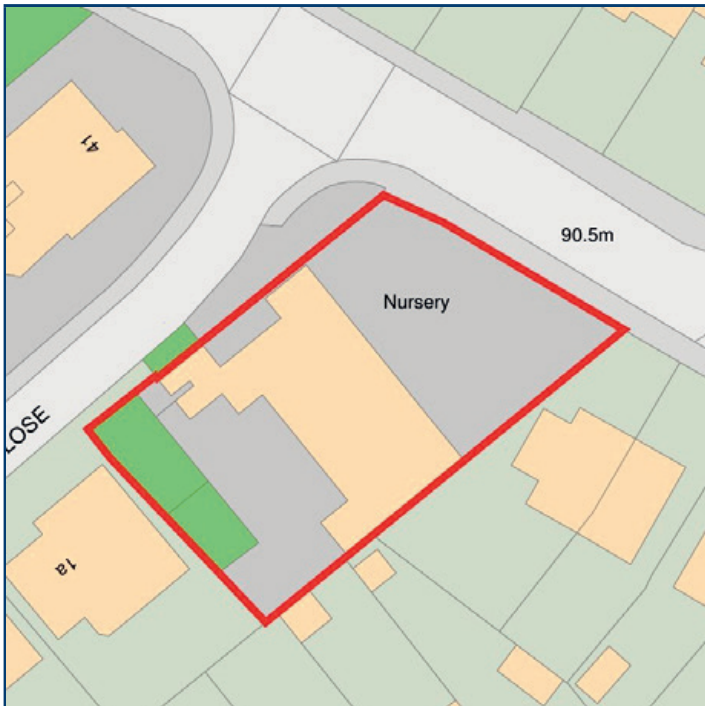
Viewings: External Only.

Note: The majority of furniture and play equipment seen in the photos has now been removed from the premises



Freehold Former Nursery School with Redevelopment Potential

*Guide Price: £300,000 - £330,000 (+Fees)



The plan is for identification only. Refer to Legal Pack for exact site boundaries.



LOT 13

Freehold Vacant Three Storey Former HMO Property *Guide Price: £165,000 - £175,000 (+Fees)

286 Slade Road, Erdington, Birmingham, West Midlands, B23 7LX



Property Description:

A three storey mid-terraced property of rendered brick construction surmounted by a tiled clad roof set back from the road behind a walled foregarden. The property has previously been used as a HMO and benefits from having UPVC double glazing, gas fired central heating, mains integrated smoke/fire alarm protection system and emergency lighting. The property is located on Slade Road between the junctions of St. Thomas Road and Rosary Road the property is within approximately a quarter of a miles distance from Junction 6 of the M6 Motorway

Accommodation:

Ground Floor

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

First Floor

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

Second Floor

Bedroom 4

Outside:

Front Walled foregarden

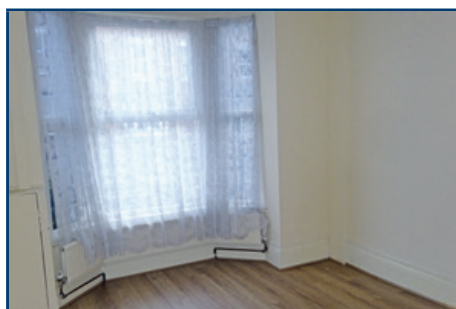
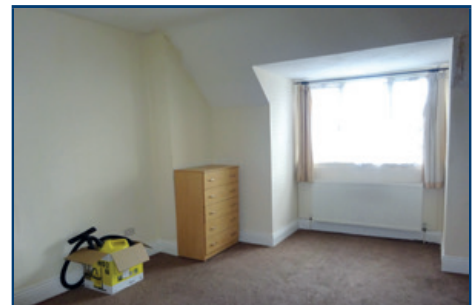
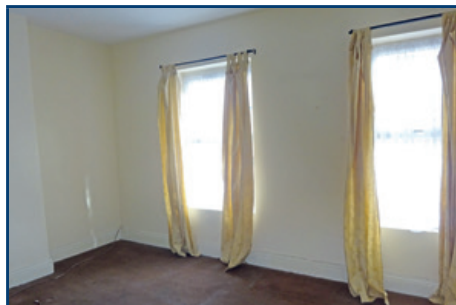
Rear Lawned garden with potential for off road parking via a service road located off Rosary Road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



LOT 14
Freehold Three Bedroom Mid Terraced House - Investment

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

14 Villiers Street, Walsall, West Midlands WS1 4AW
Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched tile clad roof directly fronting the pavement benefitting from double glazing, gas fired central heating and three bedrooms.

Tenancy Information

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £400 pcm (£4,800 per annum)

We have been advised by the Landlord that the tenants have been in occupation of the property for 10+ years.

Accommodation
Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panelled bath, wash basin and WC

First Floor

Bedroom 1 (double), Bedroom 2 (double), Bedroom 3 (single)

Outside:

Front Facing Road

Rear Garden with parking space

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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LOT 15

Freehold Vacant Terraced Property (Five Bedrooms)

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

27 Endwood Court Road, Handsworth Wood, Birmingham, West Midlands, B20 2RX



Property Description:

A five bedroom three storey mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has previously been used as a HMO (Licence Number LN/000002622) and benefits from having well laid out accommodation including 5 bedrooms and 3 reception rooms along with UPVC double glazing, gas fired central heating, mains integrated smoke/fire alarm protection system and emergency lighting. Endwood Court Road is located off both Selborne and Handsworth Wood Road (B4124)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, WC, Cellar, Rear Reception Room, Kitchen, Stairs

First Floor

Bedrooms 1 - 3 and Shower Room with shower cubicle, wash basin and WC, Stairs

Second Floor

Bedrooms 4 - 5 and Shower Room with shower cubicle, wash basin and WC, Access to Loft Space

Outside:

Front Walled foregarden

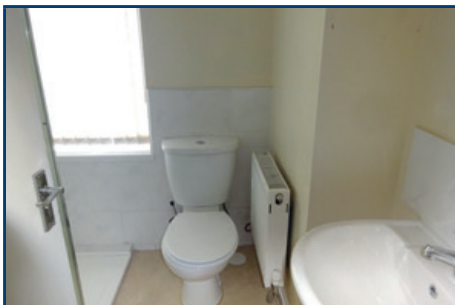
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



LOT 16

Leasehold Vacant Two Bedroom Ground Floor Apartment.

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of The Joint LPA Receivers

Apartment 2, The Quarters, New Street, Hinckley, Leicestershire LE10 1QY

Property Description:

A well laid out two bedroom apartment situated to the ground floor of a modern three storey purpose built development, located at the junction of Druid Street and New Street. The property is accessed from the rear via a communal courtyard serving The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer.

The property forms part of a predominantly residential area containing a range of traditional housing located approximately one third of a mile to the north of Hinckley Town Centre.

The property provides well laid out accommodation benefitting from double glazed windows, gas fired central heating, security door entry system and communal car parking area.

Accommodation:

Ground Floor

Reception Hall, Bathroom with panel bath having shower over, vanity wash basin and wc, open plan Lounge/Dining Room/Kitchen with

range of fitted units incorporating built-in oven and hob, cooker hood, Bedroom One (Double), Bedroom Two (Single).

Outside:

Communal car parking area.

Leasehold Information

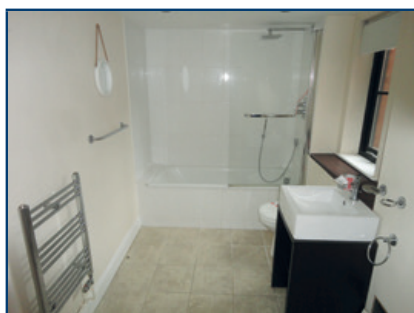
Term: New 125 year Lease from Completion

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 17

Leasehold Investment - Two Bedroom First Floor Apartment.

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of The Joint LPA Receivers

Apartment 12, The Quarters, New Street, Hinckley, Leicestershire LE10 1QY

Property Description:

A well laid out two bedroom apartment situated on the first floor of a modern three storey purpose built development, located at the junction of Druid Street and New Street. The property is accessed from the rear via a communal courtyard serving The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer.

The property forms part of a predominantly residential area containing a range of traditional housing located approximately one third of a mile to the north of Hinckley Town Centre.

The property provides well laid out accommodation benefitting from double glazed windows, gas fired central heating and communal car parking area.

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 tenant has been in occupation since 1 April 2016 and has indicated their wish to remain at the property.

Ground Floor

Communal Hall, Stairs to:

First Floor

Landing, Reception Hall, Bathroom with panel bath having shower over, wash basin and wc, Bedroom One (Double), Bedroom Two (Double), Open Plan Lounge/Kitchen with range of fitted units with integrated appliances including built-in oven and hob.

Outside:

Communal car parking area.

Leasehold Information

Term: New 125 year Lease from Completion

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 18

Freehold Investment - Two Bedroom Mid Terraced Town House

*Guide Price: £95,000 - £100,000 (+Fees)

By Instruction of The Joint LPA Receivers

11 The Quarters, New Street, Hinckley, Leicestershire LE10 1QY

Property Description:

A modern two storey mid terraced town house having two bedrooms and benefitting from double glazed windows, gas fired central heating and off road parking situated fronting new street and forming part of the The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer.

The property is situated in a predominantly residential area containing a range of traditional housing located approximately one third of a mile north of Hinckley Town Centre.

Tenancy Information

The property is currently let on an Assured Shorthold tenancy at a rental of £500 per calendar month (£6,000 per annum). The tenant has been in occupation since 19 September 2012.

Accommodation:

(Information provided by the tenant)

Ground Floor

Entrance Hall, Cloakroom with wash basin and wc, Open Plan Lounge/Kitchen with range

of fitted units with integrated appliances including built-in oven and hob

First Floor

Stairs and Landing, Bathroom with panel bath having shower over, wash basin and wc, Bedroom One (Double), Bedroom Two (Large Single),

Outside:

Front: Small foregarden

Rear: lawned garden with access to rear car parking space.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



LOT 19

Freehold Investment - Three/Four Bedroom Mid Terraced Town House

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

By Instruction of The Joint LPA Receivers

21 The Quarters, New Street, Hinckley, Leicestershire LE10 1QY

Property Description:

A modern three storey mid terraced town house providing well laid out accommodation having three/four bedrooms and benefitting from double glazed windows, gas fired central heating and garage.

The property is situated within a courtyard, accessed off New street and forms part of The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer.

The property is situated in a predominantly residential area containing a range of traditional housing located approximately one third of a mile to the north of Hinckley Town Centre.

Tenancy Information

The property is currently let on an Assured Shorthold tenancy at a rental of £595 per calendar month (£7,140 per annum). The tenant has been in occupation since 4 April 2014.

Accommodation:

Ground Floor

Reception Hall, Cloakroom with wc, wash basin, Utility Room, Study/Bedroom Four.

First Floor

Stairs & Landing, Large Open Plan Lounge/Dining Room/Kitchen with range of modern fitted units and integrated appliances.

Second Floor

Stairs & Landing, Bedroom One (Double) with Ensuite Shower Room with glazed shower enclosure, wash basin, wc. Bedroom Two (Double), Bedroom Three ((Single), Bathroom with panel bath having shower over, wash basin and wc.

Outside: Small forecourt leading to integral garage and Rear Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 20
Freehold Investment - Three Bedroom Mid Terraced Town House

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

By Instruction of The Joint LPA Receivers
29 The Quarters, New Street, Hinckley, Leicestershire LE10 1QY
Property Description:

A modern three storey mid terraced town house providing well laid out accommodation having three double bedrooms and benefitting from double glazed windows, gas fired central heating and off road parking/garage.

The property is situated within a courtyard, accessed off New street and forms part of The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer.

The property is situated in a predominantly residential area containing a range of traditional housing located approximately one third of a mile to the north of Hinckley Town Centre.

Tenancy Information

The property is currently let on an Assured Shorthold tenancy at a rental of £595 per calendar month (£7,140 per annum). The tenant has been in occupation since 1 October 2013.

Accommodation

Note: Whilst the accommodation has not been inspected internally by the auctioneers it is understood to be the same layout type as No.35 (which has been inspected) and all potential buyers should satisfy themselves of the layout prior to bidding.

Ground Floor

Entrance Hall, Cloakroom with wc, wash basin, Kitchen with range of modern fitted units and integrated appliances.

First Floor

Stairs & Landing, Lounge/Dining Room, Bedroom One (Double), Shower Room with glazed shower enclosure, wash basin, wc,

Second Floor

Stairs & Landing, Bedroom Two (Double), Master Bedroom (Double), En-suite bathroom with panel bath having shower over, wash basin and wc.

Outside:

Front: Small forecourt and covered area/parking space leading to integral garage. Rear: Gravelled yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


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LOT 21

Freehold Vacant Three Bedroom Mid Terraced Town House

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

By Instruction of The Joint LPA Receivers

35 The Quarters New Street, Hinckley, Leicestershire, LE10 1QY



Property Description:

A modern three storey mid terraced town house providing well laid out accommodation having three double bedrooms and benefitting from double glazed windows, gas fired central heating and off road parking/garage.

The property is situated within a courtyard, accessed off New street and forms part of The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer.

The property is situated in a predominantly residential area containing a range of traditional housing located approximately one third of a mile to the north of Hinckley Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Cloakroom with wc, wash basin, Kitchen with pantry cupboard, range of modern fitted units and integrated appliances.

First Floor

Stairs & Landing, Lounge/Dining Room, Bedroom One (Double), Shower Room with glazed shower enclosure, vanity wash basin, wc,

Second Floor

Stairs & Landing, Bedroom Two (Double), Master Bedroom (Double), En-suite bathroom with panel bath having shower over, vanity wash basin and wc.

Outside:

Front: Small forecourt and covered area/parking space leading to integral garage.

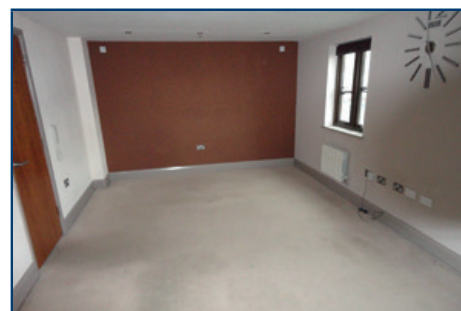
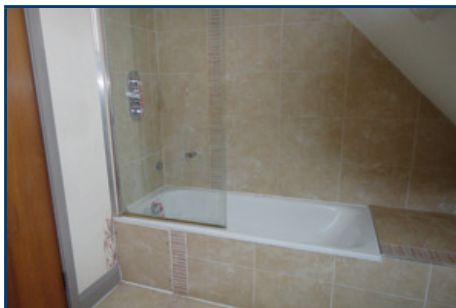
Rear: Gravelled yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



LOT 22

Leasehold Vacant Ground Floor Workshop Premises

*Guide Price: £50,000 - £55,000 plus 20% VAT (+Fees)

By Instruction of the Joint LPA Receivers

Workshop 08, The Quarters (AKA 67 Druid Street) New Street, Hinckley, Leics, LE10 1QY

Property Description:

A well laid out ground floor workshop premises directly fronting Druid Street and forming part of a modern three storey purpose built development of predominantly apartments.

The property is accessed directly from Druid Street with the benefit of rear access via a communal courtyard serving The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer. The immediate surrounding area is predominantly residential with a mix of commercial buildings and the property is located approximately one third of a mile to the north of Hinckley Town Centre. The property benefits from double glazed windows, gas fired central heating but requires refurbishment and improvement.

Accommodation:

Ground Floor

Doorway off street to large retail/workshop area: 45.74 sq.mtrs (492sq.ft), Rear doors from the main workshop to Courtyard. Separate office measuring 5.56 sq.mtrs (60sq.ft), Disabled toilet with wc, wash basin.

Leasehold Information

Term: New 125 year Lease from Completion

Ground Rent & Service Charge: Refer to Legal Pack

Planning:

The property has previously been used as a workshop but may be suitable for alternative uses including retail, office or potential conversion to residential (subject to obtaining both Planning and Freeholders Consent).

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 23

Leasehold Vacant Ground Floor Workshop Premises

*Guide Price: £55,000 - £60,000 plus 20% VAT (+Fees)

By Instruction of the Joint LPA Receivers

Workshop 10, The Quarters, New Street (AKA 69 Druid Street), Hinckley, Leics, LE10 1QY

Property Description:

A well laid out ground floor workshop premises directly fronting Druid Street and forming part of a modern three storey purpose built development of predominantly apartments.

The property is accessed directly from Druid Street with the benefit of rear access via a communal courtyard serving The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer. The immediate surrounding area is predominantly residential with a mix of commercial buildings and the property is located approximately one third of a mile to the north of Hinckley Town Centre. The property benefits from double glazed windows and gas fired central heating.

Accommodation:

Ground Floor

Doorway off street to retail/workshop area: 47.7 sq.mtrs (513sq.ft), Rear doors from the main workshop to Courtyard. Separate office: 5.66 sq.mtrs (61sq.ft), Disabled toilet with wc, wash basin.

Leasehold Information

Term: New 125 year Lease from Completion

Ground Rent & Service Charge: Refer to Legal Pack

Planning:

The property has previously been used as a workshop but may be suitable for alternative uses including retail, office or potential conversion to residential (subject to obtaining both Planning and Freeholders Consent).

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 24

Leasehold Vacant Ground Floor Workshop/Office Premises
*Guide Price: £130,000 - £145,000 plus 20% VAT (+Fees)

By Instruction of the Joint LPA Receivers

Units 42 & 44 The Quarters Druid Street/New Street, Hinckley, Leicestershire, LE10 1QY



Property Description:

A pair of workshops/office units providing modern, well laid out accommodation benefitting from gas fired central heating, occupying the ground floor of a Grade II Listed converted Victorian warehouse known as the Silk Warehouse and situated directly fronting Druid Street.

The property is accessed from the rear via a communal courtyard and form part of The Quarters development, which comprises of a mixed scheme of apartments, town houses and commercial units, constructed circa. 2004 on the site of a former knitwear manufacturer.

The immediately surrounding area is predominantly residential with a mix of commercial buildings and the property is located approximately one third of a mile to the north of Hinckley Town Centre.

Accommodation:

Ground Floor

A pair of interconnecting Office Suites/Workshops comprising:

Unit 42,

Access door from Courtyard to a large open plan office: Toilet leading off, having wc, wash basin (disability compliant), Kitchen, with a range of units, Opening through to additional Open Plan Office, Separate Partitioned Office, Glass partitioned Office/Boardroom, Toilet (disability compliant), with wc, wash basin, Storage Recess/Server Room

Net Internal Area: 135.87 sq.mtrs (1,462 sq.ft)

Unit 44

Double door access off the Courtyard, Lobby, Ladies Toilet with wc and wash basin (disability compliant), Workshop/Office area, Open Plan Kitchen with range of units and breakfast bar, Redundant stairs to first floor (not in use)

Net Internal Area: 49.4 sq.mtrs (531 sq.ft)

Total Floor Area: 185.27 sq.mtrs (1,994 sq.ft)

Planning:

The property has previously been used as a workshop/Office premises but may be suitable for alternative uses subject to obtaining both Planning and Freeholders Consent.

Leasehold Information

Term: New 125 year Lease from Completion

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



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LOT 25

New Berry Hall Estate (Circa 58 Acres), Hampton Lane, Solihull, West Midlands B91 2QJ



The plan is for identification only. Refer to Legal Pack for exact site boundaries.

Property Description:

A unique opportunity to purchase a former Country Estate comprising of approximately 58.73 acres of predominantly woodland with some pasture, located from both Hampton Lane via a private driveway and also having frontage with evidence of access directly off Solihull Bypass (A41).

The site was formerly occupied by the Gothic-style Victorian Mansion known as New Berry Hall built in 1870 but left to become derelict and demolished in the early 1990's following a severe fire.

The footprint of the hall is still clearly evident and its remnants including brickwork and masonry remain in situ.

The large site is irregular in shape and in addition includes a substantial Victorian walled garden which remains intact.

Whilst the property is rural in character, it is situated within less than one mile from both Solihull Town Centre and the M42 Motorway, Junction 5.

Planning:

The site is current designated as Greenbelt land, however does contain clear evidence of the former New Berry Hall including a sizeable walled garden and all interested parties should discuss any planning proposals and related matters with the Local Planning Department at Solihull MBC prior to bidding.

Viewings:

Pedestrian access is available to the site from Hampton Lane. The site is overgrown in places and the footprint of the building contains loose brickwork and several voids left from drainage and cellars serving the original dwelling. Neither the Auctioneers or the Sellers accept any responsibility for any injury or harm caused and all interested parties view the site at their own risk.

Legal Documents:

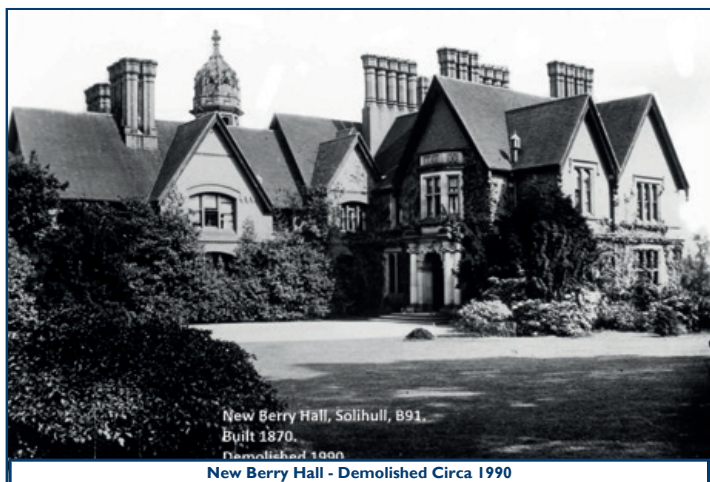
Available at www.cottons.co.uk

Completion has been extended to eight weeks from the date of exchange or sooner by mutual agreement.



ACCESS FROM HAMPTON LANE ADJ. NORTH LODGE

A Most Prestigious Freehold Former Country Estate - Circa. 58.73 Acres
*Guide Price: £2,500,000 - £3,000,000 (+Fees)



LOT 26

Freehold Vacant Six Bedroom Detached House

*Guide Price: £290,000 - £320,000 (+Fees)

227 Wake Green Road, Moseley, Birmingham, West Midlands, B13 9UZ



Property Description:

A substantial six bedroom detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a driveway allowing for off road parking for numerous vehicles and access to garage. The property benefits from having majority UPVC double glazing and gas fired central heating however does require some modernisation and improvement. The property is located on Wake Green Road close to the junction with Springfield Road and Green Road

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, WC, Lounge, Dining Room, Reception Room, Kitchen, Utility Room, WC and Garage, Stairs

First Floor

Landing, Bedrooms 1 to 6, Bathroom with panelled bath, wash basin, Separate WC, Shower Room having shower cubicle, wash basin and WC

Outside:

Front Driveway giving access for off road parking and access to garage

Rear L-shaped lawned garden with brick built garage and 2 storage sheds

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.

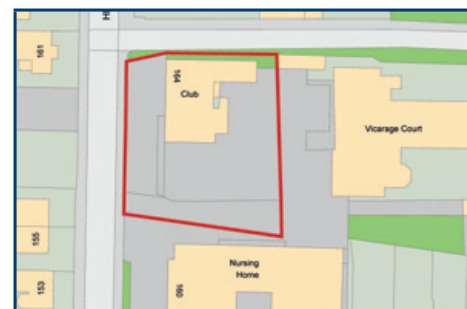


The plan is for identification only. Refer to Legal Pack for exact site boundaries.



LOT 27
Freehold Vacant Social Club with Flat and Car Parking

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

Chase Recreation Club 164 High Street, Chasetown, Burntwood, Staffordshire, WS7 3XG

Property Description:

A long established recreation and social club occupying a two storey property of traditional brick construction with rendered elevations and a hipped tile clad roof. The ground floor has been extended and adapted for use as a social club including two main meeting rooms and also benefits from a separate self-contained first floor flat, along with ample car parking accessed from High Street via a right of way over a partly owned driveway. Both the club and flat benefit from separate gas fired central heating systems and part double glazed windows. The flat is let on an Assured Shorthold Tenancy at a rental of £500 p.c.m. (£6,000 per annum), exclusive of gas, electricity and Council Tax bills.

Planning:

The current use of the property as a Recreation and Social Club is duly established. The property may be suitable for a wide variety of alternative uses and all interested parties should discuss any proposals prior to bidding with the Local Planning Department at Lichfield District Council.

Accommodation:
Ground Floor

Main Function Room: 56.81 sq. mtrs. (611 sq ft), with Entrance and Bar which is shared with Function Room Two (L-Shaped): 61.60 sq mtrs (663 sq ft), Wash Room: 6.46 sq mtrs (69 sq ft), Beer Store: 8 sq mtrs (86 sq ft),

Rear Entrance Hall and Lobby, Ladies & Gents Toilets, Private Room: 18 sq mtrs (194 sq ft), Kitchen: 12.55 sq mtrs (135 sq ft), Office (access from car park): 10.32 sq mtrs (111 sq ft).

First Floor - 164A High Street

Note: The Auctioneers have been unable to carry out an internal inspection and the information is provided by the Seller.
 Separate external side access, stairs to flat accommodation.

Landing/Hall with store, Lounge, Kitchen, Two Double Bedrooms, Bathroom with bath, wash basin and wc.

Outside:

Enclosed foregarden, part ownership of access drive and car parking area to side and rear.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 28

Margaret Thatcher Conservative House, 35 Mill Street, Kidderminster, Worcs DY11 6XB



Property Description:

A retail/residential re-development opportunity involving the conversion of a prominent three storey former office premises situated on a site close to Kidderminster Town Centre and which includes sizeable car park located to the rear.

The building is of brick outer wall construction with flat roof that may provide potential for additional development and is currently arranged internally to provide office suites on each floor.

The property is situated fronting Mill Street located to the north west of Kidderminster Town Centre and immediately north of the A456 Ringway which is directly accessed from Mill Street.

Mill Street comprises of a mix of residential and commercial properties and is located within 300 metres of both Kidderminster Town Centre and Crossley Retail Park.

Planning:

Planning consent was granted by Wyre Forest District Council (Ref. 19/0219/FULL) and dated 24th February 2020 for conversion of the existing office building into four retail shops (A1) with nine apartments above, including side extension and associated car parking.

Plans approved with the application detailed an attractive makeover of the external façade and conversion to four ground floor retail shops with five one bedroom apartments to the first floor and 2 one bedroom and 2 two bedroom apartments to the second floor with ancillary car parking to the rear.

A copy of the planning consent is available from either the Auctioneers or Wyre Forest District Council website.

Existing Accommodation:

Ground Floor: 142.67 sq m (1,536 sq ft)

First Floor: 144.09 sq m (1,551 sq ft)

Second Floor: 151.19 sq m (1,627 sq ft)

Total Net Internal Area: 437.95 sq m (4,714 sq ft)

Total Gross Internal Area: 714 sq m (7,685 sq ft)

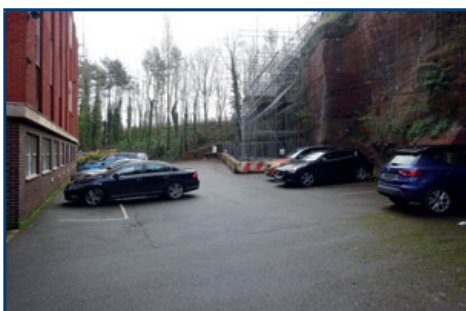
Total Site Area: 0.32 Acres (1,304 sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

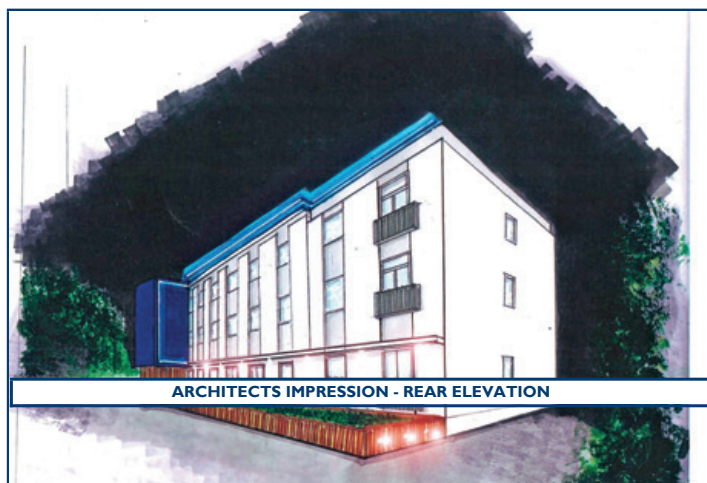
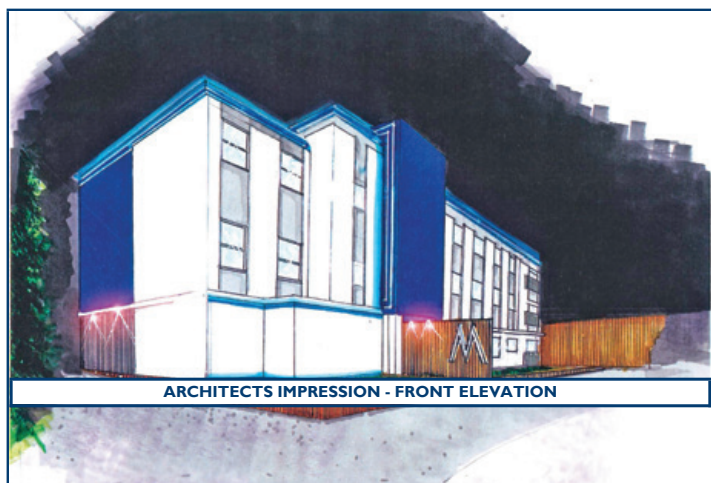
External Only.



Prominent Freehold Office Building with consent for Mixed Use Re-Development Scheme
*Guide Price: £450,000 - £480,000 (+Fees)



The plan is for identification only. Refer to Legal Pack for exact site boundaries.



LOT 29

Leasehold Vacant Transport Yard with Workshop (Circa 0.55 Acres) *Guide Price: £70,000 - £80,000 (+Fees)

By Instruction of the Liquidators

H & J Transport, Blakeley Hall Road, Oldbury, West Midlands, B69 4ET



Property Description:

An opportunity to purchase a relatively scarce and useful yard including workshop and office premises previously occupied by H & J Transport and capable of housing a number of heavy goods vehicles. The site is roughly rectangular in shape, extending to an area of 0.55 acres and the yard is predominantly gravelled/hard surfaced, secured by steel vehicular access gates and includes external car parking area/yard area.

The property is situated at the end of Blakeley Hall Road, being a cul-de-sac, which leads off Birmingham Road (A457) and is conveniently within approximately one and a half miles from the M5 Motorway (Junction 2), providing access to The Midlands Motorway Network.

Planning:

The property is duly established as a transport yard and may be suitable for a variety of alternate uses. All interested parties should contact the Local Planning Department at Sandwell Council to discuss any proposals.

Accommodation:

Office Accommodation:

Ground Floor

Entrance Hall, 2x Toilets, Lobby, Office 1: 6.04 sq m (65 sq ft), Office 2: 5.26 sq m (56 sq ft), Wash Room/Kitchenette: 4.73 sq m (50 sq ft).

First Floor

Stairs and Landing to Boardroom/Office 3: 14.46 sq m (155 sq ft) with Store, Toilet.

Workshop Unit:

Ground Floor

Workshop: 147.45 sq m (1,587 sq ft) with inspection pit, oil fired warm air heater and tank and large vehicular access doors, Lean-to Storage: 32.92 sq m (354 sq ft).

Outside:

External tarmacadamed car parking and gravelled yard/car parking area. Gated access to Secure Yard.

Total Site Area: 0.55 acres

Leasehold Information:

The property will be sold as one Lot, however is held on two separate Leasehold Titles:

Title No. WM893612

Term: 99 years from 24th June 1991.

Ground Rent: £2,062.50 per quarter (£8,250 per annum), subject to review.

Title No. WM904572

Term: 99 years from 24th June 1991.

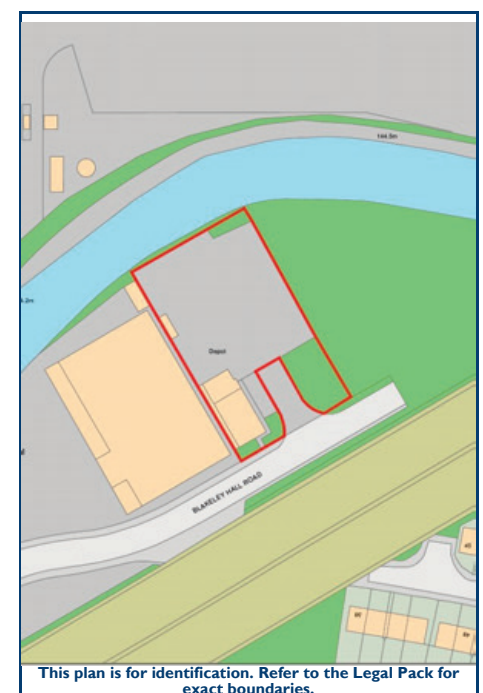
Ground Rent: £1,000 per quarter (£4,000 per annum), subject to review.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



This plan is for identification. Refer to the Legal Pack for exact boundaries.

LOT 30

Freehold Vacant Three Bedroom Detached House

*Guide Price: £235,000 - £255,000 (+Fees)

5 Blakedown Road, Halesowen, West Midlands B63 4NE

Property Description:

A three bedroom detached property of brick construction surmounted by a hipped roof set back from the road behind a lawned foregarden and tarmac driveway allowing for off road parking for numerous vehicles and access to garage. The property benefits from having part UPVC double glazing however does require modernisation and improvement. The property is located on Blakedown Road close to the junctions with Huntlands Road and Uffmoor Lane

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Dining Room, Store and Stairs

First Floor

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

Outside:

Front Lawned foregarden and driveway allowing for off road parking for numerous vehicles and access to garage
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



The plan is for identification only. Refer to Legal Pack for exact site boundaries.



LOT 31

Freehold Land (Outline Planning for 2 x 3 Bed Houses)

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

Land at Ward Street, Ettingshall, Wolverhampton, West Midlands WV2 2NT

Property Description:

An irregular shaped parcel of land extending to approximately 589 sq.mtrs (6339 sq.ft.) directly fronting Ward Street. The land has vehicular access off Ward Street located opposite the junction of Sidwick Crescent. The surrounding area has been regenerated with a recently built housing estate. Ward Street itself is located off George Street and Millfields Road (A4039).

Planning

Outline Planning Consent was granted by City Of Wolverhampton Council on the 29th April 2020 (Ref: 19/01356/OUT) for the erection of two 3 bedroom semi-detached houses. A copy of the plans are available to view from www.wolverhampton.gov.uk

Please Note:

The Vendor has had an alternative scheme drawn up comprising of a garage site containing 18 lock up garages however this has not been submitted to the planning department at Wolverhampton City Council.

All interested parties must satisfy themselves in full with any proposals they have prior to bidding with Wolverhampton City Council.

Legal Documents:

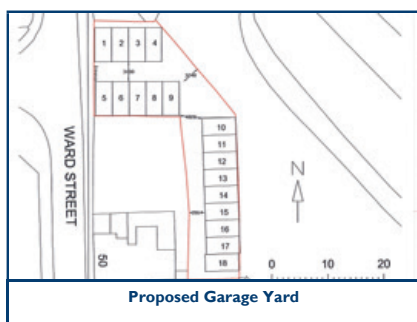
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Viewings:

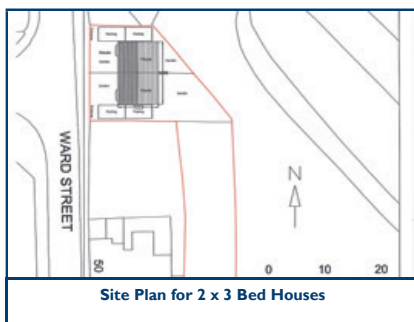
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The plan is for identification only. Refer to Legal Pack for exact site boundaries.



Proposed Garage Yard



Site Plan for 2 x 3 Bed Houses



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COMMENT about us, so that we know and ***SHARE us***
and ***help us grow.***



LOT 32
Freehold Vacant Three Bedroom Semi Detached House

*Guide Price: £70,000 - £79,000 (+Fees)

20 Cheddar Drive, Silverdale, Newcastle-under-Lyme, Staffordshire, ST5 6QR

Property Description:

A two storey semi detached house having rendered elevations surmounted by a pitched tile clad roof, occupying a generous plot and offering well laid out accommodation which includes three bedrooms and benefiting from UPVC double glazed windows/external doors and gas fired central heating.

The property forms part of an established residential estate and Cheddar Drive leads via Bath Road, off Peebles Road, which provides access to Scot Hay Road and the property is conveniently within approximately half a mile from Silverdale Country Park, two miles to the west of Newcastle Under Lyme Town Centre and approximately four miles to the south of the M6 Motorway (Junction 16).

Accommodation:
Ground Floor

Reception Hall, Lounge: 3.85m x 3.41m (min), Kitchen: 3.11m x 3.84m (min) with store cupboard, Breakfast Room/Rear Entrance Hall: 3.12m x 1.82m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.45m x 3.18m with built-in wardrobe, Bedroom Two (Double): 3.41m x 3.01m with built-in wardrobe, Bedroom Three (Single): 2.51m x 2.49m, Bathroom with panel bath having shower over, wash basin, Separate toilet.

Outside:

Front: Lawned foregarden

Side: Lawned garden with pedestrian access

Rear: Yard and lawned garden.

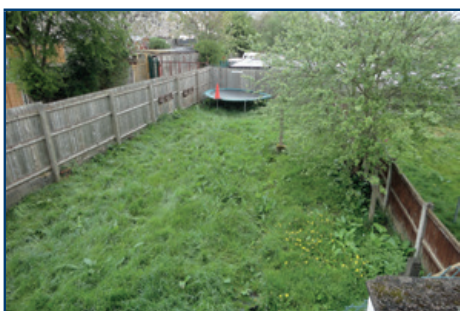
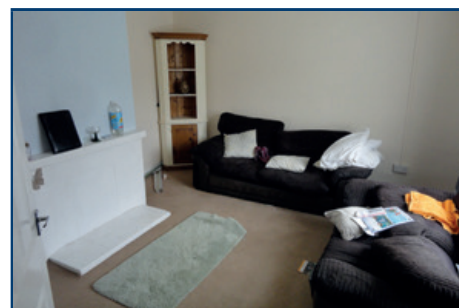
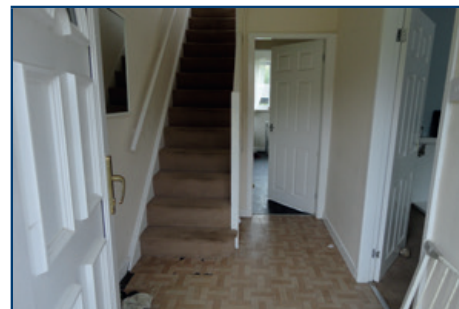
Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.

Louis Taylor



LOT 33

Freehold Vacant House & Building Plot with Consent for 4 Bedroom House

*Guide Price: £450,000 - £480,000 (+Fees)

Fosseway House & Building Plot, Old Fosse Way, Tredington, Shipston-on-Stour, CV36 4NN



Property Description:

A detached two storey dwelling house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a driveway and service road and forming part of the popular village of Tredington. The property also includes an attractive Freehold building plot benefiting from a recent planning consent for the erection of a four bedroom detached house, located on garden land adjacent to house. The property occupies a sizeable plot surrounded by lawned gardens and extending to an area of 0.36 acres (1,456.92 sq m). The property is located via a service road directly off the historic Fosseway (A429) on the edge of Tredington Village and approximately two miles to the north of Shipston on Stour. The M40 Motorway is located within approximately eight miles to the north, providing access to the Midlands Motorway Network.

Fosseway House

The property offers well laid out accommodation which includes four bedrooms and benefits from oil fired central heating, modern kitchen fittings and ample off-road car parking but requires some internal repair and refurbishment.

Accommodation

Ground Floor

Entrance Hall, Lounge, Study/Snug, Dining Kitchen with a range of modern fitted units, Pantry.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Double), Bedroom Four (Single), Bathroom with separate wc.

Outside:

Gravelled driveway and off-road parking areas with extensive lawned garden to the side and rear.

Building Plot

Planning: The building plot benefits from outline planning consent granted by Stratford on Avon District Council (Ref. 19/03070/OUT and dated 21st February 2020).

Plans approved with the application included a proposed indicative house design with the following layout.

Ground Floor: Reception Hall, Cloakroom with wc, open plan Living Room/ Dining Room/Kitchen, Utility Room and Study.

First Floor: Stairs and Landing, Master Bedroom with En-Suite Shower Room, Three Further Double Bedrooms, Family Bathroom with bath, shower enclosure, wash basin and wc.

Outside: Private driveway to forecourt providing off-road car parking and rear garden.

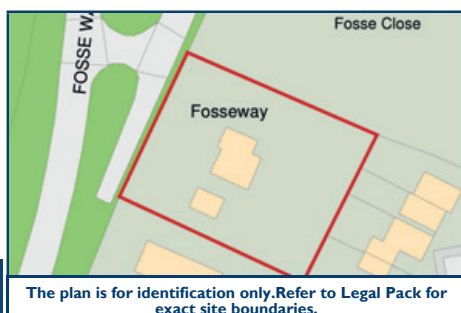
A copy of the planning consent is available from the Auctioneers or Stratford on Avon District Council website.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



LOT 34
Freehold Off-Licence and Flat Investment (Rental Income: £20,200 p.a.)

*Guide Price: £220,000 - £250,000 (+Fees)

290 Mary Street, Balsall Heath, Birmingham, West Midlands, B12 9RJ

Property Description:

An Investment opportunity comprising of a long established ground floor Off-Licence with self-contained flat occupying the first and second floors, prominently located at the junction of Mary Street and George Street.

The property is of three storey traditional brick construction with pitched slate clad roof and enjoys a retail frontage to both streets.

The flat provides well laid out accommodation and benefits from four bedrooms, gas fired central heating and UPVC double glazed windows.

The property forms part of the suburb of Balsall Heath containing a wide range of residential properties and is on the border of Moseley with Moseley Centre being within approximately half a mile distance.

Tenancy Information:

The property is currently full let as follows:

Ground Floor: Let on a lease for a term of 19 years commencing on 28th March 2013 and expiring on 12th November 2032 at a rental of £13,000 per annum on full repairing and insuring terms with provision for rent reviews every third anniversary.

Flat 290: Let on a Periodic Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum).

Total Rental Income: £20,200 per annum Ground Floor

Accommodation

Retail Shop: 42.98 sq m (462 sq ft), Lobby with access to a large cellar (Not Inspected), Store Room and Staff Toilet.

First Floor

External stairs from George Street to Flat 290. Entrance Hall, Kitchen, Toilet with wash basin and wc, Landing, Lounge, Two Double Bedrooms.

Second Floor

Stairs to Bedroom Three (Single), Bedroom Four (Double), Bathroom with bath having shower over, wc and wash basin.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



LOT 35

Freehold Vacant Mid Terraced House with Two Bedrooms

*Guide Price: £82,000 - £86,000 (+Fees)

40 Cambridge Street, West Bromwich, West Midlands B70 8HG

Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched slate clad roof set back behind a walled fore garden. The accommodation retains some period features and has been double glazed throughout but is in need of some modernisation and upgrading. Cambridge Street connects Bromford Lane and Oak Road and the property forms part of an established residential area around half a mile south west of West Bromwich Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Front Reception Room, Rear Reception Room, Lobby and Kitchen.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bathroom with wc.

Outside:

Front: Walled foregarden.

Rear: Paved patio area with good size predominantly lawned garden and brick store.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.

NRT

PROPERTY CONSULTANTS



LOT 36

Leasehold Investment - First Floor Two Bedroom Maisonette

*Guide Price: £76,000 - £81,000 (+Fees)

88 Gayhurst Drive, Yardley, Birmingham, West Midlands B25 8YN

Property Description:

A two bedroom first floor maisonette of brick construction surmounted by a tile clad roof and set back from the road in a cul-de-sac setting. The flat benefits from having UPVC double glazed windows, electric heating and separate garden area to the side. Gayhurst Drive is located off Stoney Lane and is within approximately half a mile distance from Swan Island which joins the A45 and provides easy access to both the City Centre and Birmingham International Airport. The flat is currently let on an Assured Shorthold Tenancy Agreement until 25th of July 2020 producing a rental income of £575 pcm (£6,900 per annum)

Accommodation:

Ground Floor

Entrance Hall and Stairs

First Floor

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

Outside:

Rear Lawned garden

Leasehold Information

Term 99 years from 29th September 1958

Ground Rent £7.10s

Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 37
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £157,000 - £167,000 (+Fees)

144 White Road, Quinton, Birmingham, West Midlands B32 2SX
Property Description:

A traditional semi-detached home of brick construction surmounted by a pitched tile clad roof occupying a spacious plot, requiring modernisation and improvement throughout and with potential for a side extension/garage (subject to obtaining planning consent).

The property provides well laid out family accommodation benefiting from three bedrooms, UPVC double glazed windows, gas fired central heating and generous gardens. White Road forms part of a popular and well regarded residential area located off Ridgacre Road, conveniently situated within two miles from Harborne High Street and four miles from Birmingham City Centre.

Accommodation:
Ground Floor

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

First Floor

Stairs and landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom having bath with shower over, wash basin and Separate W.C.

Outside:

Front : Foregarden and driveway providing off road parking.

Rear : Garden and brick built outbuilding.

Plot Size: Circa. 410sq m (0.1 acres).

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

Viewings: External Only.


LOT 38
Freehold Land and Advertising Hoarding Investment

*Guide Price: £12,500 - £14,500 (+Fees)

Land to the West Side Brigg Road, Scunthorpe, DN16 1AX
Property Description:

A parcel of freehold land circa. 35.3sq mtrs (380 sq ft) containing a 48 Sheet Advertising hoarding, on a busy road (A1029)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

Tenancy

Let on a 7 year Licence from 1st December 2019 generating an income of £1,500 per annum



The plan is for identification only. Refer to Legal Pack for exact site boundaries.



LOT 39

Freehold Vacant Three Bedroom Semi-Detached House

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

198 Yoxall Road, Shirley, Solihull, West Midlands B90 3RN

Property Description:

A semi-detached house of two-storey, part rendered brick construction, set well back from the road behind a lawned foregarden and benefitting from three bedrooms, part UPVC double glazed windows and a long rear garden with potential for rear parking or erection of a garage served by a shared vehicular right of way.

The property requires complete refurbishment and modernisation throughout and may have scope for rear extension, subject to obtaining planning consent.

Yoxall Road forms part of the popular Blossomfield neighbourhood of Shirley and leads directly off Longmore Road, conveniently located within half a mile from Solihull Retail park, one mile from Solihull Town Centre and two miles from the M42 Motorway.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room: 2.71m x 3.33m, Rear Reception Room: 2.7m x 3.34m, Kitchen: 3.35m x 2.72m with pantry.

First Floor

Stairs and Landing, Bedroom One (Double): 3.32m x 2.7m, Bedroom Two (Double): 3.34 x 2.7m, Bedroom Three (Small Double): 3.31m x 2.73m, Bathroom: 1.89m x 1.68m with bath and wash basin, Separate wc.

Outside:

Front: Foregarden with pedestrian side access to rear.

Rear: Yard, long lawned garden and potential for rear parking/erection of a garage served by a shared rear driveway.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



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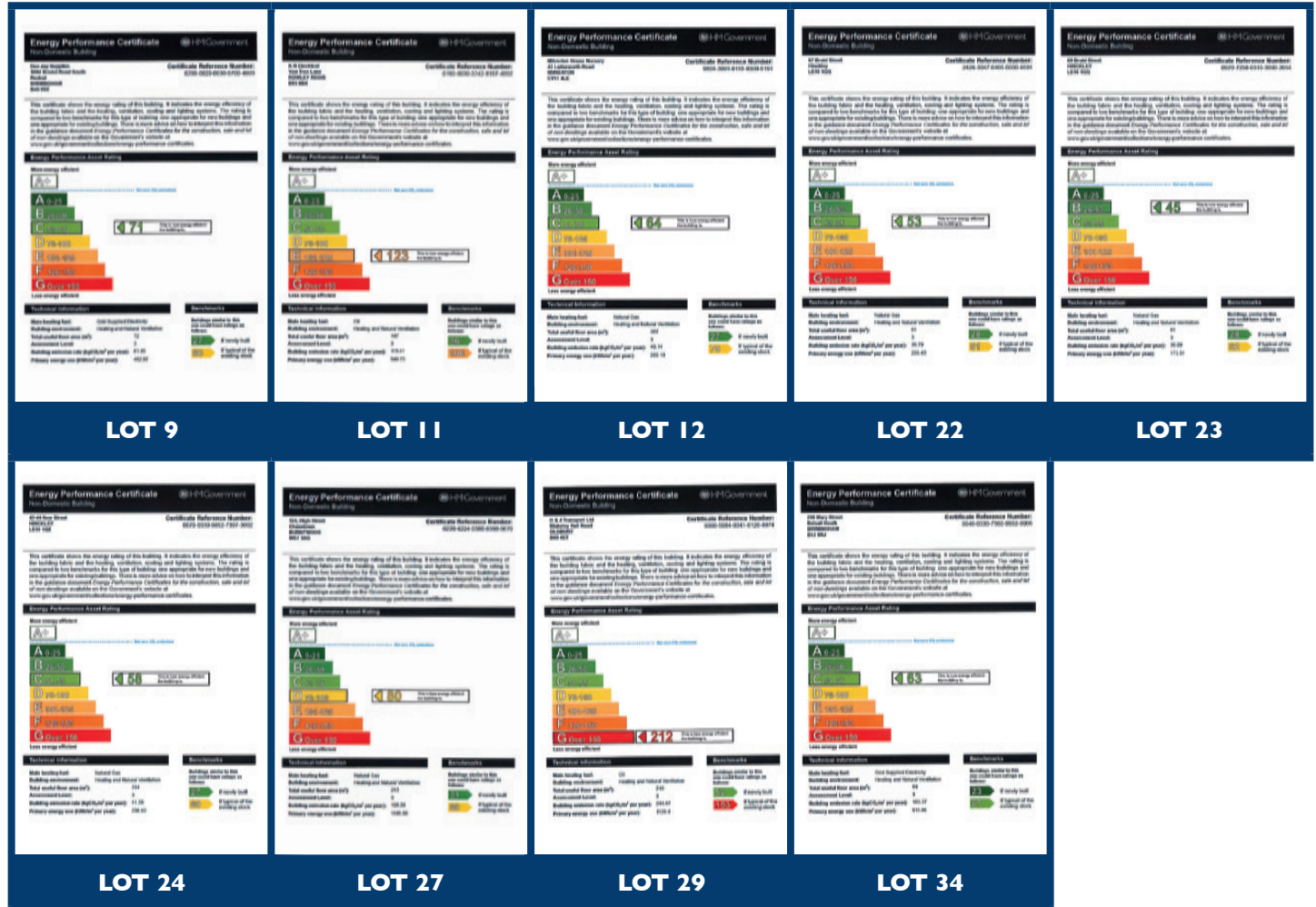
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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** 69.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

(b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

A6 Extra Auction Conduct Conditions

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

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

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

The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

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

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

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

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

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

(c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoing and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and

(i) anything the **seller** does not and could not reasonably know about.

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

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

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

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

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

(a) the **documents**, whether or not the **buyer** has read them; and

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

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

G2. Deposit

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

(a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and

(b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

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

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

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

G3. Between contract and completion

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

(a) produce to the **buyer** on request all relevant insurance details;

(b) pay the premiums when due;

(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;

(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;

(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

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

G4. Title and identity

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

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

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

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

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

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

(i) the application for registration of title made to the land registry;

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

(a) direct transfer to the **seller's** conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the **lot**; and

(e) claim damages from the **buyer**.

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

(a) terminate the **contract**; and

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

G8. If the contract is brought to an end

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

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

- (a) so state; or
 - (b) give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
 - (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
 - (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
 - (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
 - (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

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

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

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

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

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

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

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

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

- (a) service charge expenditure attributable to each **tenancy**;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge

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

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

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

G25. Warranties

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

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

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

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

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

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place

the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if: (a) delivered by hand; or

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

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

G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or

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

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

G29. **Contracts (Rights of Third Parties) Act 1999** No one is intended to have any benefit under the **contract** pursuant to the **Contract (Rights of Third Parties) Act 1999**.

G30. Extra General Conditions

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

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

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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



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



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