

8TH JULY 2020

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 8TH JULY 2020

Commencing at 12:00 PM

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 34 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities by instruction of a variety of Vendors including, Solicitors, LPA Receivers, Joint Property Agents, Companies and Private Clients.

1	194 Moseley Road, Bilston, WV14 6JG	Freehold Vacant Residential
2	105 Cobden Street, Walsall, WS1 4AE	Freehold Vacant Residential
3	101 Camberley, Beacon View Rd, West Bromwich, B71 3PF	Leasehold Vacant Flat
4	210 Broad Lanes, Bilston, WV14 0RS	Freehold Vacant Residential
5	90 Old Fallings Crescent, Wolverhampton, WV10 9PT	Freehold Vacant Residential
6	138 Coleraine Road, Great Barr, Birmingham, B42 1LW	Freehold Vacant Residential
7	88 Gayhurst Drive, Yardley, Birmingham B25 8YN	Leasehold Flat Investment
8	Garages Adj. 79 Willaston Rd, Birmingham, B33 0PS	Freehold Garages
9	24 Stockton Court, Mason St, Bilston, WV14 9SY	Leasehold Flat Investment
10	50 Mill Street, Walsall, WS2 8AN	Freehold Vacant Residential
11	46 Churchfield Avenue, Tipton, DY4 9NF	Leasehold Vacant Flat
12	110 Coombes Lane, Birmingham, B31 4QT	Freehold Vacant Commercial
13	128 Park Lane, Kidderminster, DY11 6TE	Freehold Vacant Residential
14	21 Lonsdale Road, Smethwick, B66 1QU	Freehold Residential Investment
15	10 - 12 Silver Street, Kings Heath, B14 7QU	Freehold Shop/Flat Investment
16	Land R/o 58 Brownhills Road, Norton Canes, WS11 9SE	Freehold Building Plot
17	Land, Chapel Street, Long Lawford, Rugby, CV23 9BE	Freehold Land
18	Land, New John Street, Halesowen, B62 8HL	Freehold Land
19	36 Aston Road, Tividale, Oldbury, B69 1TN	Freehold Residential Investment
20	106 Blackford Rd, Shirley, Solihull, B90 4BX	Freehold Vacant Residential
21	319 Stockfield Road, Birmingham, B25 8JP	Freehold Residential Investment
22	337 - 339 Stockfield Road, Birmingham, B25 8JP	Freehold Commercial Investment
23	341 Stockfield Road, Yardley, B25 8JP	Freehold Commercial Investment
24	345 Stockfield Road, Yardley, B25 8JP	Freehold Commercial Investment
25	Unit 2, Cobalt Centre, Coventry CV3 4PE	Leasehold Vacant Office
26	20 Cheddar Drive, Newcastle, Staffs, ST5 6QR	Freehold Vacant Residential
27	Flat 57, Waterside, Birmingham, B15 2DW	Leasehold Vacant Flat
28	Land, Hall Green Street, Bilston, WV14 8TH	Freehold Development Land
29	23 Glaisdale Road, Birmingham, B28 8PX	Freehold Residential Investment
30	39-41 Sydenham Road, Birmingham, B11 1DG	Freehold Vacant Industrial
31	32 Stanley Road, Atherstone, Warks, CV9 2AS	Freehold Vacant Residential
32	1694 Bristol Road South, Birmingham, B45 9TZ	Freehold Vacant Shop & Flat
33	Abbey School, Church Street, Tewkesbury, GL20 5PD	Freehold Vacant Commercial
34	53 Highbury Avenue, Rowley Regis, B65 9PP	Freehold Vacant Residential
35	71 Nethercote Gardens, Shirley, B90 1BH	Freehold Vacant Flat

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 8th July 2020, live online commencing at 12:00 Midday.

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 if needed and stay connected during every step of the auction process.

Auction Appraisal/Valuations

Throughout this period of social distancing, whilst we are able to meet you and inspect your property, we are also 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 any Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.

It is intended that viewings will take place where possible on the vacant properties contained in our catalogue and a schedule will be produced and uploaded to our website. The viewing schedule will contain dates/times when we will conduct viewings along with guidelines which must be strictly adhered to by all persons attending. 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

Best Wishes

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 you 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)

LOT DETAILS

LOT

Address

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

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.

PLEASE
RETURN THIS
FORM TO
auctions@cottons.co.uk

AUCTION OFFER SHEET

LOT No

PROPERTY ADDRESS:
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 Two Bedroom Detached Bungalow

*Guide Price: £80,000 - £85,000 (+Fees)

194 Moseley Road, Bilston, West Midlands, WV14 6JG



Property Description:

A two bedroom detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing however does require modernisation and improvement.

The property is located on Moseley Road which runs parallel to the Keyway in turn leading off Darlaston Lane allowing access to the Black Country Route which leads to the M6 Motorway Junction 10 and access to the National Motorway Network.

Planning: The property sits on a site extending to 0.18 acres and may provide scope for redevelopment/extension work subject to necessary planning. All interested parties should check with Wolverhampton City Council.

Accommodation

(All measurements are maximum length & width)

Ground Floor

Vestibule, Entrance Hallway, Bedroom 1 (3.3 x 3.6mtrs), Bedroom 2 (3.1 x 3.6 mtrs), Lounge/Dining Room (4.3 x 3.3 mtrs), Bathroom having panelled bath, wash basin and WC, Kitchen (2.8 x 3.7 mtrs)

Outside:

Front: Lawned foregarden and driveway allowing for off road parking for numerous vehicles.

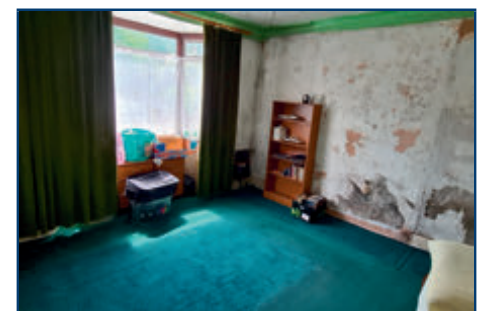
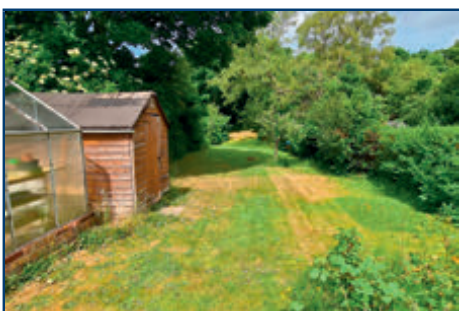
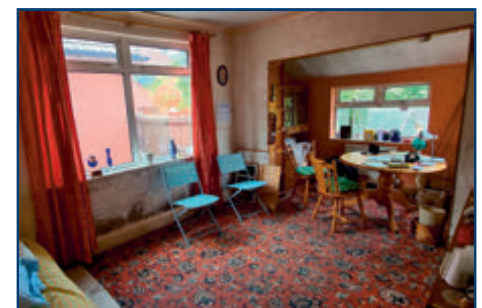
Rear: Large lawned garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 2

Freehold Vacant Three Bedroom House

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

105 Cobden Street, Walsall, West Midlands WS1 4AE

Property Description:

A 3 bedroomed mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing however does require modernisation and improvement throughout. Cobden Street is located off Queen Mary Street which in turn is found off Lord Street close to Broadway West (A4148)

Accommodation:

Ground Floor

Lounge (3.14m x 3.58m), Dining Room (3.51m x 3.59m), Kitchen (2.31m x 1.96m), Inner Lobby and Bathroom (2.15m x 1.31m) having panelled bath, wash basin and WC, Stairs

First Floor

Landing, Bedroom 1 (3.13m x 3.57m), Bedroom 2 (3.51m x 2.66m), Bedroom 3 (1.97m x 2.64m).

(All measurements are maximum length & width)

Outside:

Rear Overgrown garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000).

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

Cottons
CHARTERED SURVEYORS

LOT 3

Leasehold Vacant Two Bedroom Duplex Flat
*Guide Price: £36,000 - £42,000 (+Fees)

101 Camberley Beaconview Road, West Bromwich, West Midlands, B71 3PF



Property Description:

A Duplex Flat situated on ninth and tenth floors of a substantial purpose built block and offering well laid out accommodation. The property is in good presentable condition and benefits from having UPVC double glazed windows, electric heating and two double bedrooms. The block further benefits from having communal laundry rooms located on the ground floor. Beaconview Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from Junction 9 of the M6 Motorway.

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Communal Entrance with Security Door Entry System and access to Stairs and Lifts.

Tenth Floor

Landing Area, Entrance Hallway, Lounge (4.73m x 3.26m), Kitchen (4.73m x 2.13m), Store Cupboard.

Ninth Floor

Stairs down to Hallway with Stairs accessed to Fire Escape on the eighth floor; Bathroom, having panelled bath with electric shower over, wash basin and wc, Bedroom One (3.92m x 2.96m), Bedroom Two (3.89m x 2.43m).

Outside:

Communal gardens and parking area to front and rear.

Leasehold Information:

Term: 199 years from 29th September 1990.

Ground Rent: Currently £50 per annum (rising during the term).

Service Charge: We understand from the Vendor the Service Charge for the previous year was £1,000 per annum. Please refer to Legal Pack for confirmation.

Legal Documents:

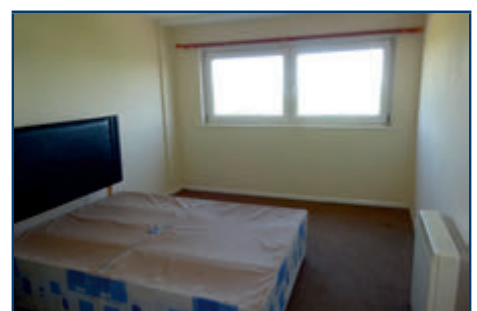
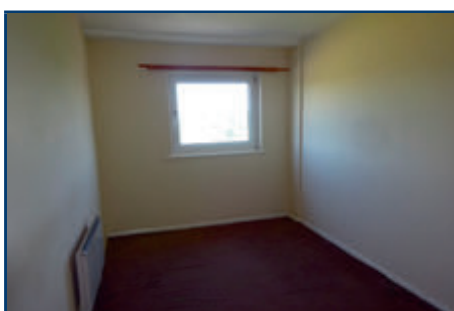
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Communal Entrance



LOT 4
Freehold Vacant Semi Detached House

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

210 Broad Lanes, Bilston, West Midlands, WV14 0RS

Property Description:

A semi detached property of brick construction, surmounted by a tiled roof, set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Broad Lanes is located between Ladymoor Road and Coseley Road and is located within a quarter of a miles distance from the main shopping area located in Bilston.

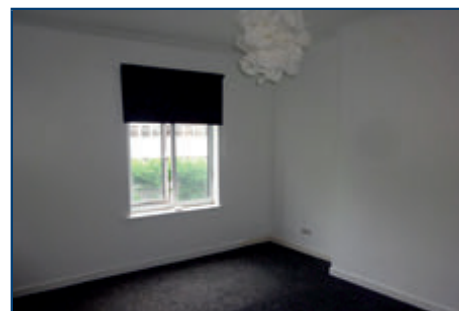
Outside:
Front: Walled foregarden.

Rear: Decking area and lawned garden.

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Via Cottons - 0121 247 2233


Accommodation:

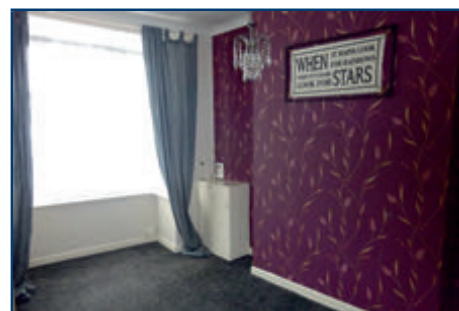
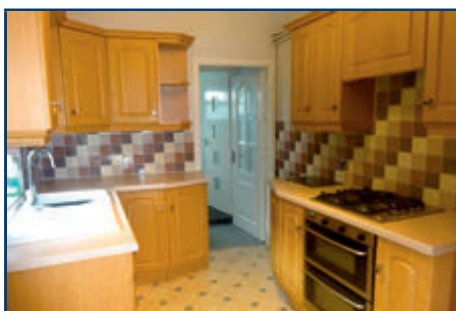
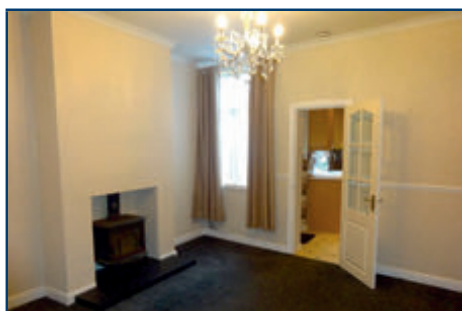
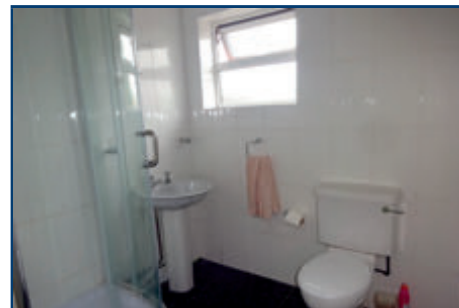
(All measurements are maximum length & width)

Ground Floor

Lounge (4.29m x 3.64m), Inner Lobby with understairs storage cupboard, Dining Room (3.62m x 3.66m), Kitchen (2.99m x 2.26m), Inner Lobby housing hot water boiler, Shower Room (2.24m x 1.98m), having shower cubicle, wash basin and wc, Stairs

First Floor

Bedroom One (3.68m x 3.63m), Bedroom Two (3.68m x 3.63m), having access to loft.



LOT 5

Freehold Vacant Three Bedroom Mid Terraced House

*Guide Price: £70,000 - £78,000 (+Fees)

90 Old Fallings Crescent, Wolverhampton, West Midlands WV10 9PT

Property Description:

A two storey mid terraced house of brick construction, having rendered elevations, surmounted by an interlocking tile clad roof, providing well laid out accommodation benefitting from UPVC double glazed windows, gas fired central heating, three bedrooms, off road car parking and generous rear garden. Old Fallings Crescent leads off Fourth Avenue and the property is situated within approximately one and a half miles to the north of Wolverhampton City Centre.

Accommodation:

Ground Floor

Shared Vestibule Entrance, Reception Hall, Lounge (4.79m x 3.79m), Dining Kitchen (3.77m x 2.86m) with range of fitted units and store cupboard, Rear Entrance Hall/Utility (1.75m x 1.52m), Cloakroom with wc and wash basin.

First Floor

Stairs and Landing, Bedroom One (Double - 4.07 m x 2.71m), Bedroom Two (Single - 3.02m x 1.98m), Bedroom Three (Double - 4.45m x 3.65m), Shower Room (1.82 m x 1.72m) with glazed shower enclosure, wash basin and wc.

Outside:

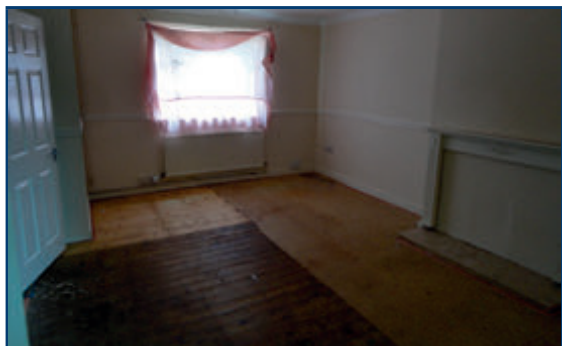
Front: Lawned foregarden with concrete driveway providing off road parking, shared pedestrian entry access to rear.

Rear: Paved patio and long lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



--- Legal Documents Online ---



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

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

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LOT 6**Freehold Vacant 3 Bedroom Semi Detached House with Double Garage**

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

138 Coleraine Road, Great Barr, Birmingham, West Midlands, B42 1LW**Property Description:**

A traditional semi-detached house of brick construction surmounted by a hipped tile clad roof providing well laid out extended accommodation including three bedrooms, having the benefit of gas fired central heating and double glazed windows but requiring modernisation and improvement throughout.

To the rear of the property is a paved garden/yard area (suitable for a caravan) and a double garage (with power/lighting) accessed by way of a shared right of way.

The property is located in a well-established residential area and is situated on Coleraine Road, close to its junction with Wensleydale Road/Tower Hill. Hamstead railway station and the shops at Hamstead 'village' are conveniently within approximately half a mile away being a ten minute walk via Rocky Lane.

Accommodation:**Ground Floor**

Vestibule Porch, Reception Hall, Front Reception Room: 2.87m x 3.03m, opening to Rear Reception Room: 2.88m x 3.7m, opening to Dining Kitchen area: 2.58m x 3.07m + 3.68m x 3.91m, Middle Reception Room: 3.95 x 2.48, Wet Room: 1.83m x 1.39m with shower, wash basin & wc, Covered Yard area: 7.27m x 4.2m.

First Floor

Stairs & Landing, Bedroom One (double): 2.91 x 3.05, Bedroom Two (double): Bedroom Three (single): 1.85m x 1.75m, Bathroom: 2.41m x 1.74m with panel bath having shower over, wash basin & wc.

Outside:

Front: Lawned foregarden

Rear: Paved yard & garden with parking space and Double Garage with lean to store: 7.55m x 5.41m accessed by way of a shared right of way.

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

Viewings:

Via Cottons - 0121 247 2233

NRT**PROPERTY CONSULTANTS**

LOT 7

Leasehold Investment - First Floor Two Bedroom Maisonette

*Guide Price: £65,000- £73,000 (+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

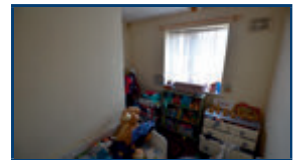
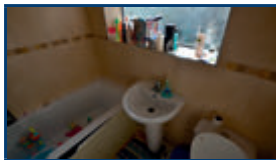
Term 99 years from 29th September 1958

Ground Rent £7.10s

Service Charge Refer to Legal Pack

Legal Documents Available at www.cottons.co.uk

Viewings External Only (Video tour available www.cottons.co.uk)



LOT 8

A Pair of Freehold Lock-up Garages and an Electric Sub-Station

*Guide Price: £17,000 - £22,000 (+Fees)

Lock-up Garages Adjacent to, 79 Willaston Road, Birmingham, West Midlands B33 0PS

Property Description:

A pair of freehold lock-up garages with part vacant possession subject to a 75 year Sub-Station Lease from the 25th of March 1963 at a rental of £6 per annum. The site extends to an area of 142 sq.mtrs (170 sq.yds). Mains services are understood to be available in the vicinity of the property, but prospective purchasers should make their own independent enquiries as to the suitability of services for their own particular requirements.

Please Note

Prospective purchasers must undertake their own investigations with regard to ground conditions and contamination, and fully satisfy themselves as to the suitability of the site for any use they propose.



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



LOT 9
Leasehold Investment (One Bed Flat Producing £3,900 per annum)

*Guide Price: £22,000 - £26,000 (+Fees)

Flat 24 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY
Property Description:

A one bedroom purpose built flat situated on the fourth floor of a five storey development. The property benefits from having UPVC double glazing. Stockton Court is located off Mason Street which is found off Birmingham New Road (A4123). The property is currently let on an assured shorthold tenancy agreement producing a rental of £325 per calendar month (£3,900 per annum).

Accommodation:
Ground Floor

Communal Entrance and stairs to

Fourth Floor

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

Outside:

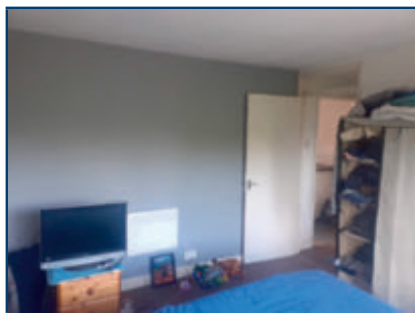
Communal Grounds and Parking Area

Lease Information:

Term : 99 years from 24th June 1978
 Ground Rent : Refer to Legal Pack
 Service Charge : Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk
 Viewings
 Via Cottons – 0121 247 2233


LOT 10
Freehold Vacant Refurbished Two Bed Terraced House

*Guide Price: £86,000 - £94,000 (+Fees)

50 Mill Street, Walsall, West Midlands WS2 8AN
Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned garden. The property benefits from having been refurbished throughout and includes UPVC double glazing, gas fired central heating and new boiler, Re plastering works, newly fitted modern kitchen and bathroom fittings and is offered for sale in a presentable condition. The property is located on Mill Street in between the junctions of Leckie Road and North Street. The property is within approximately half a miles distance from Walsall Town Centre

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Lounge (3.11m x 3.80m), Dining Room (3.43m x 3.79m), Kitchen (3.41m x 1.97)

First Floor

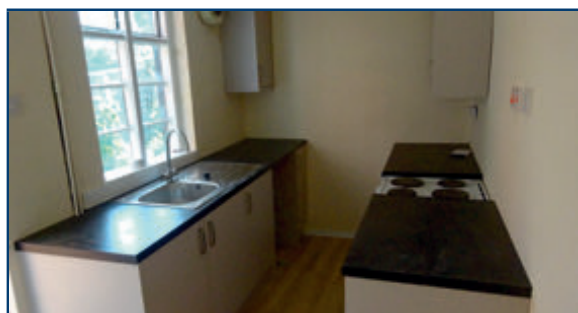
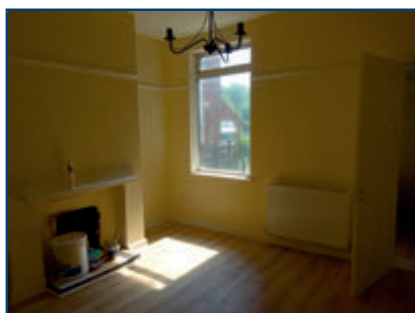
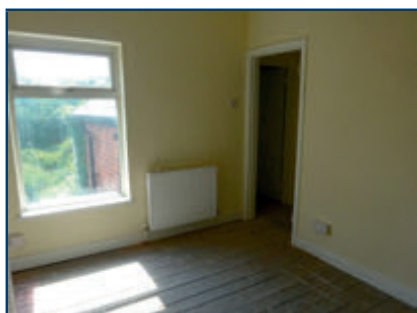
Landing, Bedroom 1 (3.09m x 3.84m), Bedroom 2 (3.39m x 2.86m) and Bathroom having panelled bath, wash basing and WC

Outside:

Front Lawned foregarden
Rear Lawned garden

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

Viewings – Via Cottons – 0121 247 2233



LOT 11

Leasehold Vacant Three Bedroom Flat
*Guide Price: £26,000 - £30,000 (+Fees)

46 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

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

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having gas fired central heating, UPVC double glazed windows and ample communal car parking located to the rear. The property was previously let producing a rental of £460 per month (£5,520 per annum).

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System, Stairs

Second Floor

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

Outside:

Surrounding communal gardens and ample parking area located to the rear

Leasehold Information:

Lease Term: 18 July 1986 to 1 July 2084

Ground Rent: Refer to Legal Pack

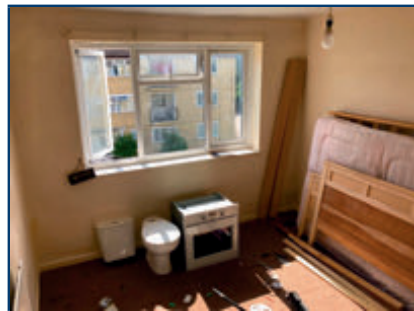
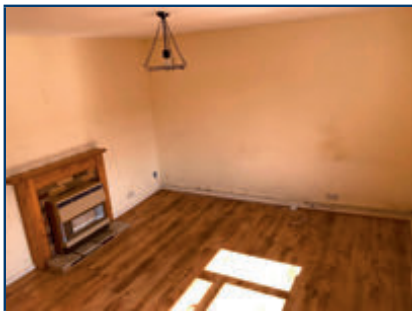
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 12
Freehold Vacant Detached Mixed Residential/Commercial Property

*Guide Price: £150,000 - £160,000 (+Fees)

110 Coombes Lane, Birmingham, West Midlands, B31 4QT

Property Description:

A unique two storey detached property of brick construction. The property is set back from the main road in a residential location within West Heath off Groveley Lane (A4096) circa. 0.6 miles from the recently redeveloped Longbridge Train Station and circa. 0.8 miles from the new Longbridge Village.

The property is a mixed commercial/residential property on a plot circa. 0.13 acres (circa. 530sq m). The ground floor commercial unit was previous let to 'First Quench Group t/a Threshers', then most recently independent off licence.

Accommodation:
Ground Floor Shop Unit

Retail Shop with Store Room off, Store Room, Kitchen, Cellar and outbuildings (one of which accommodating W.C.).

First Floor

Accessed via own private front entrance from the ground floor comprising; Hallway, stairs leading to landing, Living Room, Kitchen, Bedroom and Bathroom. With double glazing and gas central heating.

Outside:

Front: Driveway/customer parking area

Rear: Garden

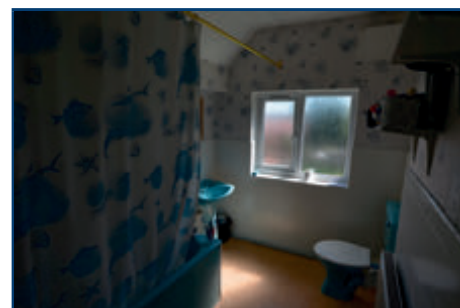
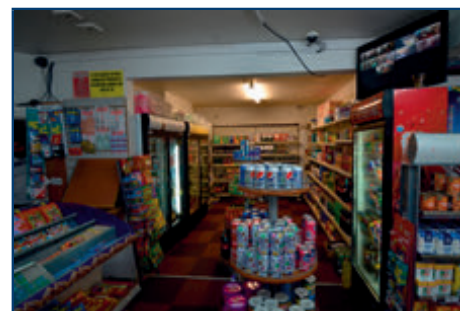
Development Potential

The Property offers a wide range of extension or redevelopment potential for various commercial or residential uses. Cottons would advise bidders to make their own investigations with Birmingham City Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 13

Freehold Vacant Three Bedroom End Terraced House

*Guide Price: £98,000 - £108,000 (+Fees)

128 Park Lane, Kidderminster, Worcestershire DY11 6TE

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a driveway giving access to garage providing secure off road parking. The property benefits from having UPVC double glazing and gas fired central heating and modern bathroom fittings however does require some further modernisation and improvement. Park Lane is located off Stourport Road (A451) and the property is within approximately a quarter of a miles distance from Kidderminster Town Centre providing a wide range of shops and amenities

Accommodation:

Lower Ground Floor

Front Entrance and Stairs to

Ground Floor

Having Lounge, Dining Room, Kitchen, Rear Reception Room

First Floor

Bedroom 1, Bedroom 2, Bathroom having panelled bath, wash basin and Separate WC

Second Floor

Bedroom 3 and Loft Access

Outside:

Front Driveway giving access to garage

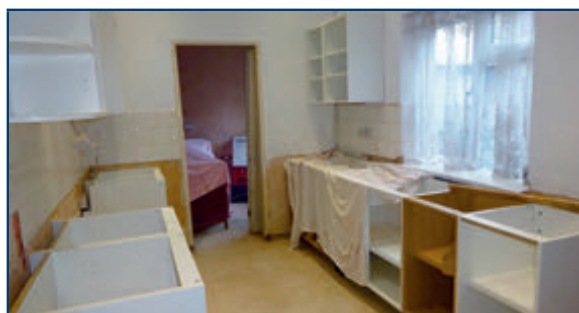
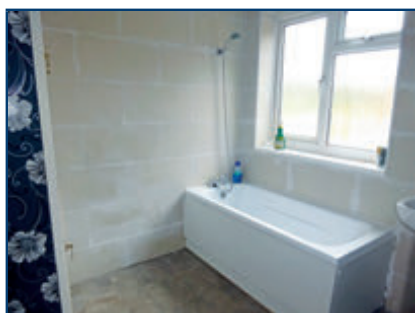
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14

Freehold Investment (Three Bedroom Mid-Terraced House)

*Guide Price: £86,000 - £92,000 (+Fees)

21 Lonsdale Road, Smethwick, West Midlands B66 1QU

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Lonsdale Road is located off both Highbury Road and St.Pauls Road the property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £525 pcm (£6,300 per annum)

Accommodation:

Ground Floor

(All measurements are maximum length & width)

Entrance Porch, Lounge (3.43 x 3.87 mtrs), Dining Room (3.45 x 3.45 mtrs),

Kitchen (3.16 x 1.82 mtrs), Bathroom (1.32 x 2.45 mtrs) having panelled bath and wash basin, Separate W.C., Stairs

First Floor

Bedroom 1 (3.44 x 3.42 mtrs), Bedroom 2 (3.43 x 2.59 mtrs), Bedroom 3 (3.07 x 1.82 mtrs)

Outside:

Front Walled foregarden

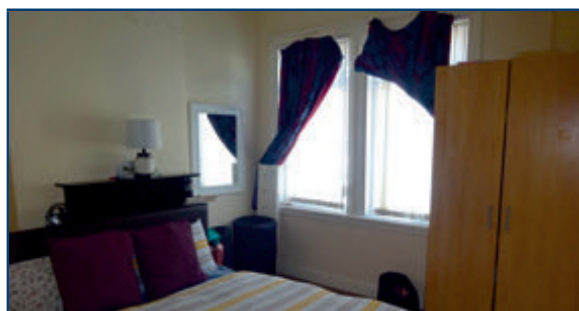
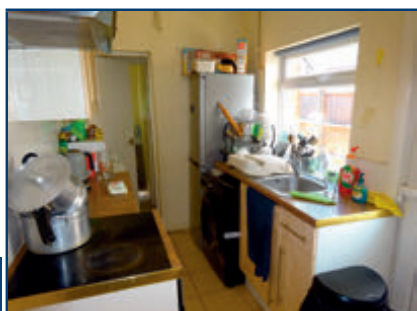
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 15
Freehold Investment - Double Retail Showroom & Two Self Contained Flats

*Guide Price: £375,000 - £395,000 (+Fees)

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

Property Description:

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

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

Tenancy Information

Ground Floor Retail Shop: Let on a Licence trading as Delight Sleep Furnishings at a current rental of £21,000 per annum.

Flat 10a Silver Street: Currently Vacant (previously let at rental of £6,300 per annum).

Flat 12a Silver Street: Let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 per annum).

Total Current Rental Income: £27,300 per annum.

Total Rental Income (when fully let): £33,600 per annum.

Accommodation:
Ground Floor
Retail Showroom

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

First Floor
Flat 10a Silver Street

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

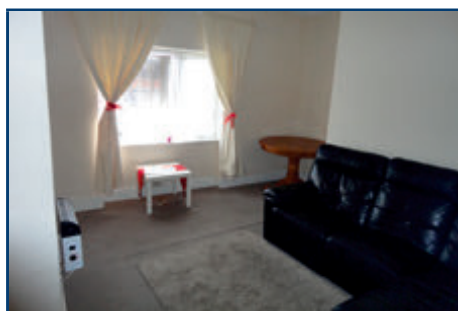
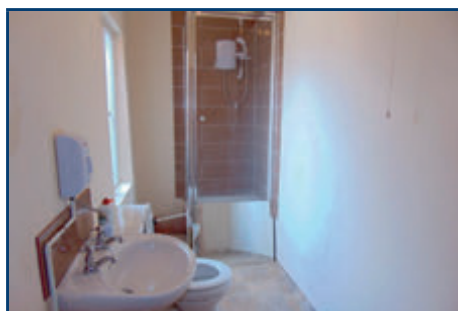
Flat 12a Silver Street

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

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 16

Freehold Plot of Land with Consent for Two Bedroom Bungalow

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

Land r/o 58 Brownhills Road, Norton Canes, Cannock, Staffordshire WS11 9SE

Property Description:

A parcel of Freehold land extending to approximately 302 sq.mtrs, held on two separate Titles and comprising a building plot, having had planning consent for the erection of one detached two bedroom bungalow.

The land is located to the rear of 58 Brownhills Road and the plot is located directly off a public car park which leads off Burntwood Road adjacent to a Co-Op supermarket. Norton Canes comprises of a small town located approximately one mile to the north of the A5 Watling Street, three miles to the east of both the M6 Toll Motorway and Orbital Retail Park and approximately four miles to the east of Cannock Town Centre.

Planning:

Planning consent for residential development of a two bedroom bungalow and associated amenity (Application No. CH/17/011) was originally granted by Cannock Chase District Council dated 29 May 2017 and an additional consent was granted thereafter following an appeal decision Ref. APP/X3405/W/19/3223036 dated 24th June 2019, in relation to the construction of a garage and access associated with the development (Application Ref. CH/18/358), whereby it is proposed that the development would have vehicular access from the adjacent Public Car Park. All interested parties must satisfy themselves in relation to the status of the planning consents referred to in these particulars along with the arrangements for accessing the site from the car park. The plans approved with the appeal detailed the following accommodation:

Proposed Accommodation:

Entrance Hall, Living Room with open plan Kitchen, Two Bedrooms, Bathroom with bath, wash basin and wc.

Outside:

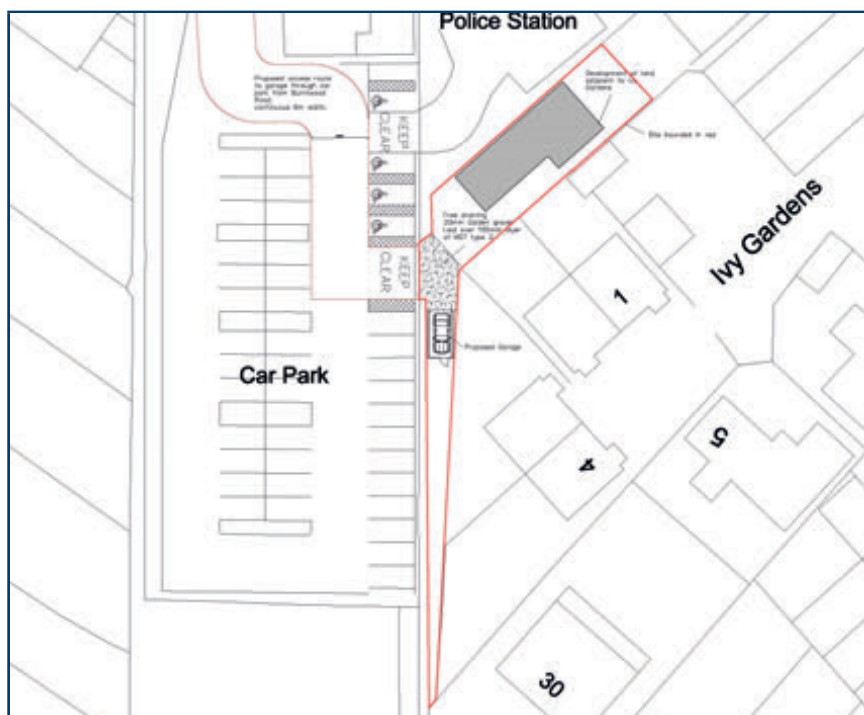
Gardens, garage and off-road car parking.

A copy of the planning consent is available from the Auctioneers or by visiting Cannock Chase District Council Planning Website.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



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



Plot Frontage to car park



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LOT 17
Freehold Vacant Paddock (0.77 acres) in Village Location

*Guide Price: £40,000 - £50,000 (+Fees)

Land Chapel Street, Long Lawford, Rugby, Warwickshire CV23 9BE
Property Description:

A parcel of grazing land, roughly rectangular in shape, directly fronting Chapel Street set behind a mature hedgerow and gently sloping to the west of the site.

The land has previously been used for grazing and contains a brick built stable with two makeshift wooden buildings and is situated adjacent to allotment gardens opposite the junction with St Johns Lane.

The land is located to the northern section of Chapel Street at the end of a row of detached residential dwellings and opposite residential dwellings and therefore may offer future redevelopment potential.

Long Lawford comprises of a popular commuter village, self-contained with a range of retail amenities, public houses, leisure amenities and school and is located approximately one mile to the west of Rugby Town Centre.

The paddock extends to an area of 0.77 acres (0.31 hectares) and whilst its current use as grazing land is duly established, it may offer potential for a variety of alternate uses including future re-development (subject to Planning Consent) and all interested parties should discuss any proposals with the Local Planning Department at Rugby Borough Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External only.



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


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LOT 18

Freehold Land with Potential
 *Guide Price: £52,000 - £56,000 (+Fees)

Former Garage Site, New John Street, Halesowen, West Midlands B62 8HL

Property Description:

A parcel of Freehold land extending to an area of approximately 0.11 acres (453 sq m) and comprising a former lock up garage yard, accessed via a private driveway which is situated adjacent to No. 168 New John Street.

The garages have been demolished and cleared and the site may provide potential for re-development or alternative use.

The site is situated in an established residential area located to the southern section of New John Street, close to the junction with Maltmill Lane which, in turn, leads off Long Lane and provides access to Blackheath Town Centre.

Planning:

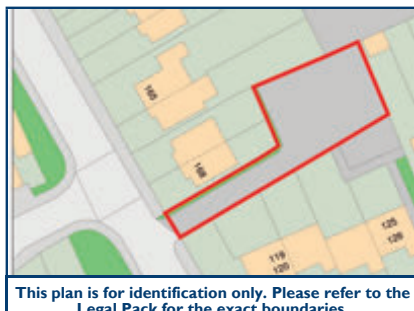
The site has potential, in principle, for residential development subject to planning consent. The current owner has had plans drawn up for a detached brick built building comprising of 2 x two bedroom maisonettes with parking and private garden areas, a copy of the plans are available to view in the Legal Pack. All interested parties should contact the Local Planning Department at Dudley MBC, prior to bidding, to discuss the viability of any proposed schemes.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



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



ACCESS TO SITE FROM NEW JOHN STREET

LOT 19

Freehold Investment (Two Bedroom Semi Detached Property)
 *Guide Price: £92,000 - £102,000 (+Fees)

36 Aston Road, Tividale, Oldbury, West Midlands B69 1TN

Property Description:

A semi detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Aston Road is located off Regent Road which in turn is found off New Birmingham Road (A4123) The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £525 pcm (£6,300 per annum). Please note the current Tenant have been in occupation since May 2014

Viewings: External Only

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

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Entrance Hallway, Lounge (4.36 x 3.18 mtrs), Kitchen/Diner (3.01 x 4.14 mtrs), Stairs

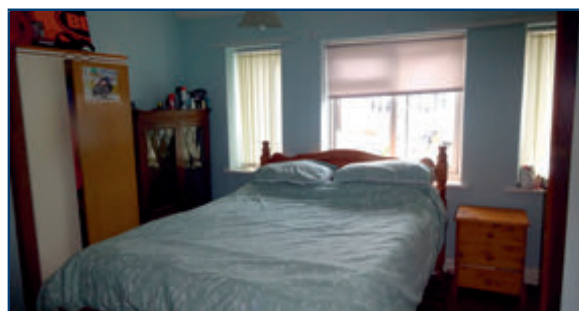
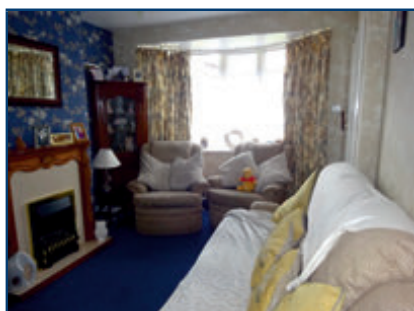
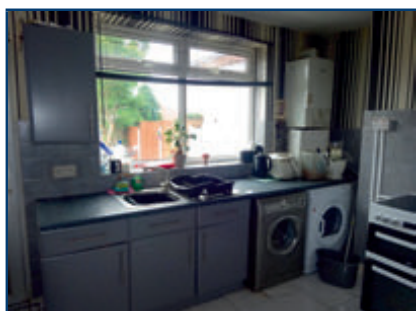
First Floor

Landing, Bedroom 1 (3.68 x 4.14 mtrs), Bedroom 2 (3.14 x 2.46 mtrs), Bathroom (1.59 x 2.31 mtrs) having panelled bath with mixer shower, wash basin and WC

Outside:

Front Lawned foregarden

Rear Garden



LOT 20

106 Blackford Road, Shirley, Solihull, B90 4BX



Property Description:

A modern link detached dwelling house of two storey brick construction, surmounted by a pitched tile clad roof, located behind a mature hedge and privately accessed from a shared access road, which leads off Blackford Road.

The property provides generous and well laid out family accommodation, benefitting from mostly UPVC double glazed windows, gas fired central heating, multi car parking, flexible living accommodation with three reception rooms and three double bedrooms.

In addition, the property is offered with full planning consent to extend the existing accommodation to provide additional living accommodation including a front study, providing a valuable work from home option along with a total of four double bedrooms with master en-suite.

The property forms part of the popular well regarded Shirley residential neighbourhood and is conveniently within approximately half a mile from both Shirley Town Centre, located on Stratford Road (A34), Marshall Lake Retail Park and within approximately one mile from the M42 Motorway (Junction 4).

Planning:

The property benefits from full planning consent for a two storey side and single storey rear extension, dated 17th July 2019 (Ref. PL/2019/01563/MINFHO), granted by Solihull Council. The plans approved

with the application included the following:

Proposed Accommodation

Ground Floor

Porch, Study, Cloakroom with wc, Utility, Large Living Room, open plan Dining Room and Kitchen overlooking rear garden and Playroom.

First Floor

Stairs and Landing, Master Bedroom with En-suite, Three further Double Bedrooms, Family Bathroom.

Note: The accommodation could be easily configured to provide Five Double Bedrooms. A copy of the planning consent is available for m either the auctioneers or Solihull MBC website.

Existing Accommodation:

Ground Floor

Porch: 1.97m x 1.78m, Reception Hall: 4.44m x 1.5m with clock cupboard, Lounge: 4.45m x 3.15m, Study Recess: 2.69m x 1.47m, Dining Room: 2.89m x 3.77m, Playroom: 4.75m x 2.22m, Kitchen: 3.63m x 2.88m with range of wooden fronted units, Shower Room: glazed shower cubicle, pedestal wash basin (no wc fitted). Covered side passageway: 7.38m x 1.5m, Garage: 4.71m x 2.42m.

First Floor

Stairs and Gallery Landing, Bedroom One (Double): 4.03m x 2.37m, Bedroom Two (Double): 4.45m x 3.36m, Bedroom Three (Double): 3.76m x 2.88m, Bathroom: 2.71m x 1.96m, with panel bath having shower over, pedestal wash basin and wc, Toilet with wc, Walk-in Wash Room with vanity wash basin.

Outside:

Front: Partly paved forecourt providing ample off road car parking.

Rear: Paved patio and lawned garden with mature borders.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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



Freehold Vacant Detached Family Home with Planning Consent to Extend
*Guide Price: £375,000 - £395,000 (+Fees)



LOT 21

Long Established Freehold Investment Opportunity – 3 Flats

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

319 Stockfield Road, Yardley, Birmingham, West Midlands, B25 8JP



Property Description:

A residential investment opportunity comprising of a former detached dwelling house, informally converted in excess of 20 years ago into three separate self-contained flats benefitting from UPVC double glazed windows and separate gas fired central heating systems.

Each flat has separate utilities/meters with the exception of water which is combined. The property is situated fronting Stockfield Road (A4040) which is located between Warwick Road (A41) and Yardley Road (B4146) and is conveniently within approximately one mile from both Yardley and Acocks Green Shopping Centres and two and a half miles from Birmingham City Centre via Coventry Road (A45).

Rental Income:

All flats are let on Assured Shorthold Tenancies currently managed by Colin Bowater & Co.

Flat 319:

Rental: £450 per calendar month (£5,400 per annum).

Flat 319A

Rental: £370 per calendar month (£4,440 per annum).

Flat 319B

Rental: £470 per calendar month (£5,640 per annum).

Total Rental Income: £1,290 per calendar month (£15,480 per annum)

Accommodation

The accommodation has not been inspected by the Auctioneers and details have been provided by both the Seller and Managing Agent.

Ground Floor

Shared Reception Hall.

Flat 319

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

Flat 319A

Living Room with Kitchenette, Shower Room with wc and wash basin, Bedroom.

First Floor

External stairs located to the side, leading to:

Flat 319B

Hall, Kitchen, Shower Room with wc and wash basin, Lounge and Bedroom.

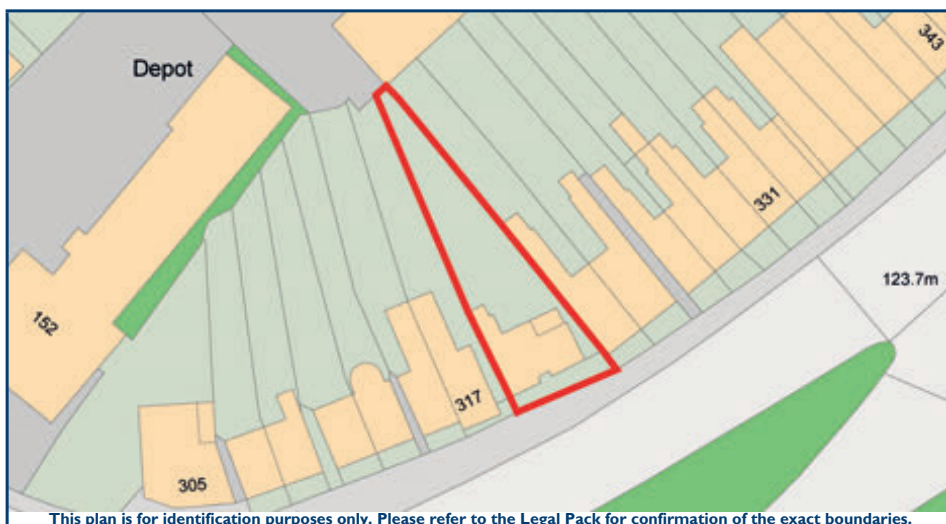
Outside:

Front: Small paved forecourt, pedestrian side access leading to rear.

Rear: Large garden.

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

Viewings: Via Cottons - 0121 247 2233



LOT 22
Freehold Investment: Two Shops inc. an Established Hair Salon & Two Flats

*Guide Price: £200,000 - £225,000 (+Fees)

337 - 339 Stockfield Road, Yardley, Birmingham, West Midlands, B25 8JP

Property Description:

A freehold investment property of two storey brick construction surmounted by a pitched tile clad roof, prominently situated fronting Stockfield Road and comprising two ground floor retail shops including a long established hair & beauty salon and two separate self contained flats over. The property benefits from part UPVC double glazed windows, separate utilities/meters (except water which is combined) and all units benefit from gas fired central heating.

Stockfield Road (A4040) is located between Warwick Road (A41) and Yardley Road (B4146) and is within approximately one mile from both Yardley and Acocks Green Shopping Centres and two and a half miles from Birmingham City Centre via Coventry Road (A45).

Rental Income:

337 (Ground Floor): Let to a lighting workshop holding over at a rent of £90 per week. (£4,680 p.a.)

339 (Ground Floor): Currently Vacant - This shop has traded as a hairdressing and beauty salon since 1994 and is being closed due to retirement. The shop is presentable and modern and has been recently redecorated and contains a range of fitments and equipment which were renewed five years ago and will be available to the buyer by separate negotiation.

Flat 337A (First Floor): Let on an Assured Shorthold Tenancy at a rental of £450 p.c.m. (£5,400 p.a.)

Flat 337B (First Floor): Let on an Assured Shorthold Tenancy at a rental of £425 p.c.m. (£5,100 p.a.)

Total Current rental Income: b £15,180 per annum

Estimated Rental (when fully let) £20,000 - £22,000 per annum

Accommodation
Ground Floor

337 - Retail Shop: 26.37sq.m (283sq.ft) with with roller shutter protection, rear Office/Store: 12.67sq.m (136sq.ft).

339 - Hair Salon: 31.38sq.m (337sq.ft) with with roller shutter protection, Treatment Room: 7.74sq.m (83sq.ft), Washroom: 3.13sq.m (33sq.ft). Kitchen: 4.02sq.m (43sq.ft). Tanning Room (rear of 337): 3.51sq.m (37sq.ft), Shared Staffroom: 606sq.m (65sq.ft), Shared Toilet with wc and wash basin,

Private Entrance off Stockfield Road with stairs and landing to:

First Floor

Flat 337A Entrance Hall, Double Bedroom, Lounge, Inner Landing, Kitchen: with range of units, Shower Room: with shower enclosure, wash basin and w.c.

Flat 337B (Not Inspected): Lounge, Double Bedroom, Kitchen, Shower Room.

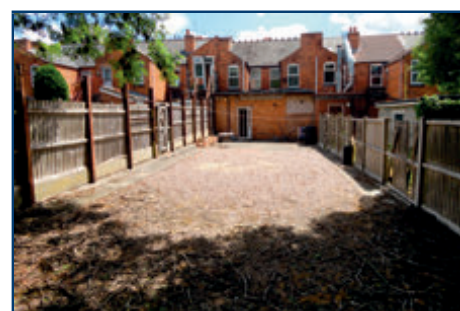
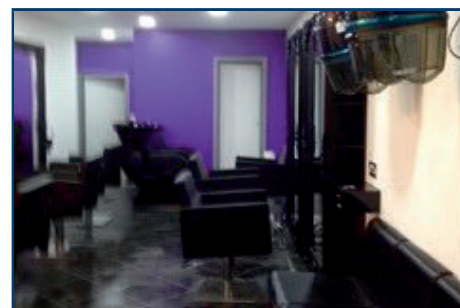
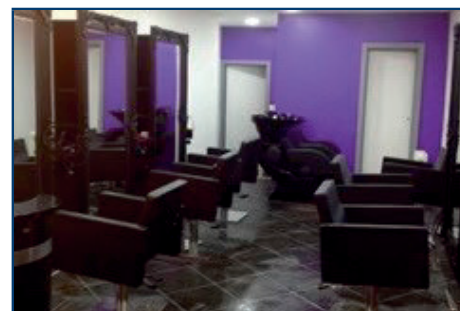
Outside:

Rear: Yard and gravelled rear garden.

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

Viewings: Via Cottons - 0121 247 2233

COLIN BOWATER & CO., LLP
Valuers - Surveyors



LOT 23

Freehold Retail Shop & Flat Investment (Current Rent: ££9,420 p.a.)
*Guide Price: £110,000 - £125,000 (+Fees)

341 & 341A Stockfield Road, Yardley, Birmingham, West Midlands B25 8JP

Property Description:

A freehold investment property of two storey brick construction surmounted by a pitched tile clad roof, prominently situated fronting Stockfield Road and comprising a ground floor retail shop and a separate self contained flat over.

The property benefits from part UPVC double glazed windows, separate utilities/meters (except water which is combined) and the first floor accommodation has gas fired central heating.

Stockfield Road (A4040) is located between Warwick Road (A41) and Yardley Road (B4146) and is within approximately one mile from both Yardley and Acocks Green Shopping Centres and two and a half miles from Birmingham City Centre via Coventry Road (A45).

Rental Income:

Ground Floor: Let to an Electronics shop on a Licence at a rent of £360 p.c.m. (£4,320 p.a.)

First Floor Flat 345A: Let on an Assured Shorthold Tenancy at a rental of £425 p.c.m. (£5,100 p.a.)

Total Current rental Income: £9,420 per annum

Accommodation:

The property has not been inspected internally by the Auctioneers and details have been obtained from the V.O.A website and from the managing agents.

Ground Floor

Retail Shop: 28.9sq.m (311sq.ft) approximately, Store: 7.8m (85sq.ft) Kitchenette, Toilet.

First Floor

Flat 341A

Shared pedestrian entry access, external stairs leading to: Entrance Hall, Kitchen, Shower Room with wash basin and w.c., Lounge, Bedroom

Outside:

Rear: Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 24
Freehold Retail Shop & Flat Investment (Current Rent: ££9,720 p.a.)

*Guide Price: £110,000 - £125,000 (+Fees)

345 & 345A Stockfield Road, Yardley, Birmingham, West Midlands B25 8JP
Property Description:

A freehold investment property of two storey brick construction surmounted by a pitched tile clad roof, prominently situated fronting Stockfield Road and comprising a ground floor retail shop and a separate self contained flat over. The property benefits from part UPVC double glazed windows, separate utilities/meters (except water which is combined) and the first floor accommodation has gas fired central heating. Stockfield Road (A4040) is located between Warwick Road (A41) and Yardley Road (B4146) and is within approximately one mile from both Yardley and Acocks Green Shopping Centres and two and a half miles from Birmingham City Centre via Coventry Road (A45).

Rental Income:

Ground Floor (Not Inspected): Let to a Bridal Wear shop on a Licence at a rent of £360 p.c.m. (£4,320 p.a.)

First Floor Flat 345A: Let on an Assured Shorthold Tenancy Agreement at a rental of £450 p.c.m. (£5,400 p.a.)

Total Current rental Income: £9,720 per annum

Accommodation:
Ground Floor

Retail Shop (Not Inspected - Details from VOA website): 29.3sq.m (315sq.ft) approximately with roller shutter protection, Kitchenette, Toilet and Store.

First Floor
Flat 345A

Shared pedestrian entry access, Rear gated yard with external stairs leading to:

Kitchen: 4.45m x 1.8m with range of wooden panelled units and breakfast bar opening to:

Lounge: 4.11m x 3.42m, Inner Hall, Shower Room with shower enclosure, pedestal wash basin and wc, Double Bedroom: 3.75m x 3.6m

Outside:

Rear: Enclosed yard, Gravelled rear garden.

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

Viewings: Via Cottons - 0121 247 2233



COLIN BOWATER & CO., LLP
 Valuers - Surveyors

--- Legal Documents Online ---


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

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LOT 25

Long Leasehold (972 Years) Vacant Office Unit on Modern Business Park
*Guide Price: £250,000 - PLUS (+ 20% Vat) (+Fees)

Unit 2 The Cobalt Centre Middlemarch Business Park Siskin Parkway East, Coventry, West Midlands, CV3 4PE



Property Description:

A modern, purpose built two-storey Grade A self contained office unit, providing open plan accommodation to each floor with glass partitioned meeting rooms and ancillary reception areas and facilities. The office accommodation is well presented with ceiling mounted heating/cooling systems and full access raised floor with floor boxes having power and data insitu.

The property forms part of a modern and well regarded Business Park set within a courtyard car parking area having eight allocated spaces, located to the south eastern edge of Coventry City Conurbation with excellent access links, Coventry City Centre being within three miles to the north and the M1, M6, M40, M42, M45 and M69 Motorways all within a seven mile radius accessed by the A45 or A46 trunk roads. The Business Park is situated adjacent to Coventry Airport.

Accommodation:

Ground Floor

Reception Hall with stairs off, Toilet with wc and wash basin, Open Plan Office: 129.78 sq m (1,397 sq ft), including Kitchenette, Store and glazed Meeting Room.

First Floor

Stairs and Landing, Open Plan Office: 124.86 sq m (1,344 sq ft), including Toilet with wc and wash basin, Kitchenette and glass partitioned Meeting Room.

Total Floor Area: 254.44 sq m (2,741 sq ft)

Outside:

Courtyard including car parking with eight allocated spaces.

Leasehold Information:

Lease Term: From 25 April 2007 to 13 February 2992 (972 years unexpired).

Ground Rent: One Peppercorn.

Estate Service Charge: Currently £2,713 per annum, plus VAT (for upkeep of external common areas).

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Completion: Eight weeks from exchange of Contracts or sooner by mutual agreement.



LOT 26
Freehold Vacant Three Bedroom Semi Detached House

*Guide Price: £68,000 - £75,000 (+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.

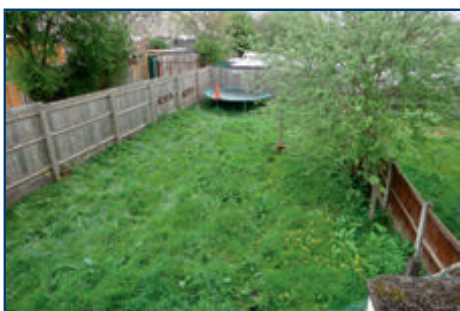
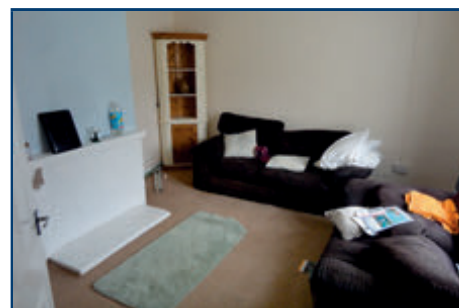
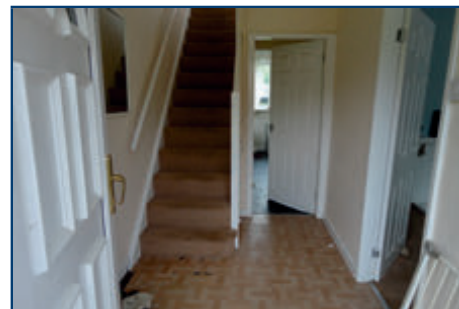
Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.

Louis Taylor



LOT 27

Leasehold One Bedroom City Centre Vacant Flat
*Guide Price: £65,000 - £70,000 (+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



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LOT 28
Former Garage Site - Freehold Development Opportunity
 *Guide Price: £125,000 - £132,000 (+Fees)

Land Rear of 75-81 Hall Green Street, Bilston, West Midlands, WV14 8TH

Property Description:

An irregular shaped parcel of land extending to approximately 0.2 hectares (circa. 0.5 acres), forming a dilapidated former garage site.

The land has two entrance service roads providing vehicular access off Hall Green Street in a residential location within Bilston.

There are 34 lock up garages on site in a poor state of repair.

Planning:

Outline planning has been granted by Wolverhampton Council on the 20th November 2017 for the demolition of garages and erection of a residential development of up to six units (Application No. 17/1230/OUT).

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External only.



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



LOT 29

Freehold Investment (Three Bedroom Semi Detached Property)

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

23 Glaisdale Road, Hall Green, Birmingham, West Midlands, B28 8PX



Property Description:

A three bedroom semi detached property of brick construction surmounted by a tiled roof situated on a corner plot set back from the road behind front and side gardens. The property benefits from UPVC double glazing and parking to the side. Glaisdale Road is located off Edenbridge Road which in turn is found off School Road. The property is currently let on an Assured Shorthold Tenancy producing a rental of £6,000 pcm (£7,200 per annum). Please note that the Tenants have been in occupation for in excess of 9 years

Accommodation:

Ground Floor

(All measurements are maximum length & width) Entrance Hallway, Lounge (4.40 x 3.57 mtrs), Dining Room (3.79 x 3.27 mtrs), Kitchen (2.04 x 2.65 mtrs), Stairs

First Floor

Landing, Bedroom 1 (3.29 x 4.60 mtrs), Bedroom 2 (3.66 x 2.95 mtrs), Bedroom 3 (2.66 x 2.35 mtrs), Bathroom (2.00 x 2.03 mtrs) having panelled bath, wash basin, Separate WC

Outside:

Front and Side Gardens and off road parking
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

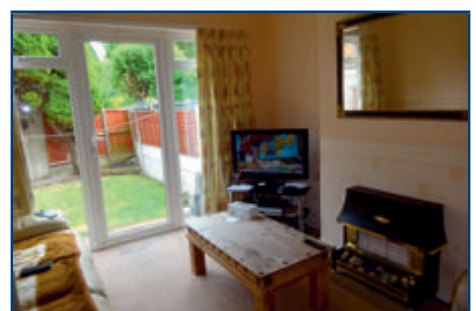
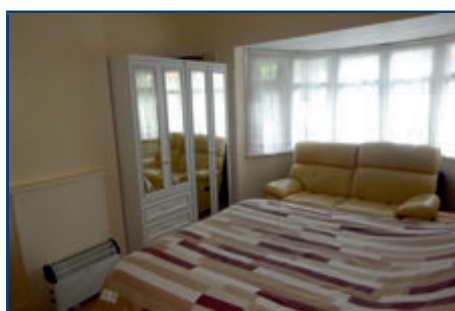
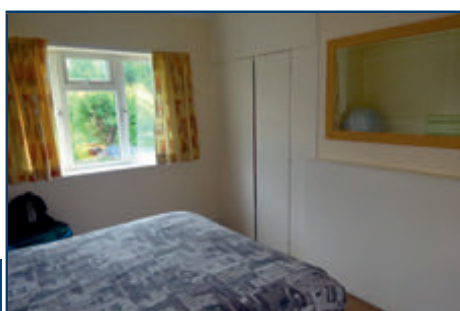
Viewings:

Via Cottons – 0121 247 2233

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



Off Road Parking



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



LOT 30

Freehold Vacant Commercial Property and Gated Yard

*Guide Price: £185,000 - £205,000 (+ 20% VAT) (+Fees)

39-41 Sydenham Road, Sparkbrook, Birmingham, B11 1DG



Property Description:

A commercial property of brick construction set back from the road behind a secure gated yard. The property consists of workshop/industrial workspace to the ground floor and office space to the first floor. The property benefits from having 3 vehicular access points into the unit, UPVC double glazing and secure gated yard. The property would provide scope for sub-division having previously been two units and having two separate electricity supplies. Sydenham Road is located off Anderton Road and Golden Hillock Road which in turn is found off Small Heath Highway (A45). Completion will be 8 weeks following exchange of contracts or sooner by mutual consent.

Accommodation:

Ground Floor - Workshop 1 with vehicular access (45.02 sq.mtrs), Intercommunicating with Workshop 2 with vehicular access, stairs and WC (44.90 sq.mtrs), Intercommunicating with Workshop 3 (61.17 sq.mtrs), Intercommunicating with Workshop 4 having vehicular access, stairs and WC (41.85 sq.mtrs)

First Floor

Office 1 (17.51 sq.mtrs), Office 2 (17.11 sq.mtrs), Office 3 including Kitchenette, Male and Female WC (60.85 sq.mtrs), Office 4 (26.95 sq.mtrs)

Outside:

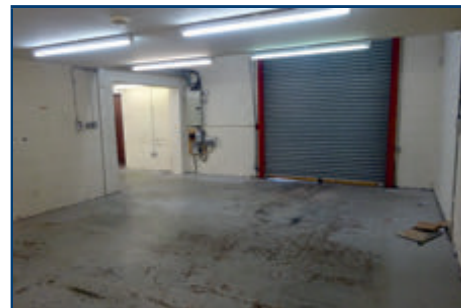
Secure gated yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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



LOT 31
Freehold Vacant Semi Detached House with Two Bedrooms

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

32 Stanley Road, Atherstone, Warwickshire CV9 2AS
Property Description:

A traditional semi-detached house of two-storey rendered brick construction surmounted by a hipped tile clad roof, providing well laid out accommodation and benefitting from two double bedrooms, gas fired central heating, Upvc double glazed windows and large rear garden but requiring some modernisation and cosmetic improvement.

The property is situated in a popular and established residential area located on the southern edge of Atherstone, close to Atherstone Golf Club and within a short walk or drive of open countryside which includes the dense woodland of the Merevale Estate.

Atherstone Town Centre is within half a mile and provides access to a wide range of retail and leisure amenities, restaurants and bars and the M42 motorway (junction 10) is within five miles.

Accommodation:
Ground Floor

Entrance Hall, Lounge: 4.37m x 3.7m, Dining Room: 3.36m x 3.29m, Kitchen: 3.26m x 1.87m.

First Floor

Stairs and Landing, Bedroom One (double): 4.38m x 3.69m. Bedroom Two (double): 3.29m x 2.64m, Bathroom: 2.32m x 2.41m with panel bath having shower over, wash basin and wc.

Outside:

Pedestrian side access with integral store.

Rear: Yard, brick built store and large garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LEGAL PACKS

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

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 32

Freehold Vacant Shop & Self Contained Flat Investment

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

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

Property Description:

A Freehold two storey mid terraced property comprising a ground floor retail shop unit with a separate self contained first floor flat.

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. The retail shop has been previously used as a home brew shop and is suitable for a wide variety of uses which would benefit from the high level of passing vehicles.

Tenancy Information:

Retail Shop: Currently Vacant

Flat: Currently let on an Assured Shorthold Tenancy at a rental of £450pcm (£5,400 per annum).

Accommodation:

Ground Floor

Retail Shop: Retail 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.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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PRE AUCTION OFFERS

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All offers are to be submitted in writing on the form available from our website and catalogue and emailed to us at auctions@cottons.co.uk

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

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

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

LOT 33
A Freehold Vacant Former School with Redevelopment Potential

*Guide Price: £150,000 - PLUS (+Fees)

By Instruction of the Joint LPA Receivers
Former Abbey School, Church Street, Tewkesbury, Gloucestershire, GL20 5PD

Property Description:

An imposing Grade II listed three-storey Georgian period built premises of brick construction and originally Tewkesbury High School for Girls founded in 1882, becoming Abbey School from 1973 until its closure in 2006. The property has since remained vacant and more recently formed part of a development scheme known as Abbey Square and included in an over-arching planning consent granted in 2014 for redevelopment of the property to apartments. Whilst the Abbey Square scheme has never been completed, the subject property is held on separate Land Registry Title and following appointment of LPA Receivers, no longer forms part of the scheme to which the planning consent relates.

The property is currently in a dilapidated condition requiring repair, refurbishment, redevelopment throughout.

The property is formally accessed from Church Street through a car park which whilst contained in the title is subject to a number of rights of occupation and all interested parties should check the Legal Documents in respect of this matter.

Church Street forms part of Tewkesbury Town Centre and Tewkesbury itself comprises of an historic market town, located at the junction of both the River Severn and River Avon and conveniently located within approximately one and a half miles to the west of the M5 Motorway (Junction 9).

Planning:

The property is contained in an overarching Planning Consent dated 6th August 2014 (Ref. 12/00866/FUL) granted by Tewkesbury Borough Council for various works and refurbishment of the existing building as part of an apartment scheme. It is understood the subject property had consent to convert to seven apartments as part of the scheme.

All interested parties should satisfy themselves in relation to the status of the aforementioned Planning Consent prior to bidding.

The subject property may be suitable for a variety of uses including apartment conversion, office premises or public building and all interested parties should discuss any proposals which they may have with Tewkesbury Borough Council prior to bidding.

Accommodation

The property is in a dilapidated condition and only the ground floor area has been inspected. The property is understood to have additional accommodation in the basement and to the first and second floors with a Gross Internal Area of approximately 557 sq.mtrs (6,000 sq.ft) although this cannot be verified. The website contains a full schedule of photographs for the ground floor along with internal video tour and plans for the property and some historic photographs for the upper floors.

The property is officially accessed from Church Street over the car park. Temporary access is available at the rear from Abbey Square.

Ground Floor

Main Hallway, Rear Hallway with main staircase, Five Main Rooms, former Toilets/Wash Room, Kitchen, Internal Lobby and secondary stair access/Basement stairs (area not inspected): 218.6 sq m (2,353 sq ft).

Basement, First Floor, Second Floor: Not Inspected

Outside:

Front: Car parking area, subject to occupational rights.

Please refer to the Land Registry Title Plan for confirmation of the exact boundaries.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

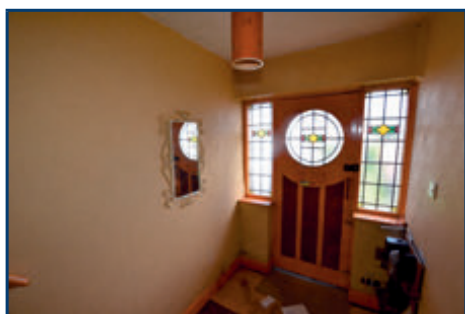


LOT 34

Freehold Vacant Three Bedroom House

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

53 Highbury Avenue, Rowley Regis, West Midlands, B65 9PP



Property Description:

A traditional two storey mid terrace house of brick construction surmounted by a pitched tile clad roof, set back behind a foregarden and driveway, providing well laid out accommodation but requiring modernisation and improvement throughout. The property is located in a popular and established residential area located off Uplands Avenue conveniently within one mile from both Blackheath High Street and Rowley Regis Train Station and circa seven miles from Birmingham City Centre.

Accommodation

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Dilapidated Rear Lean-to

First Floor

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

Outside:

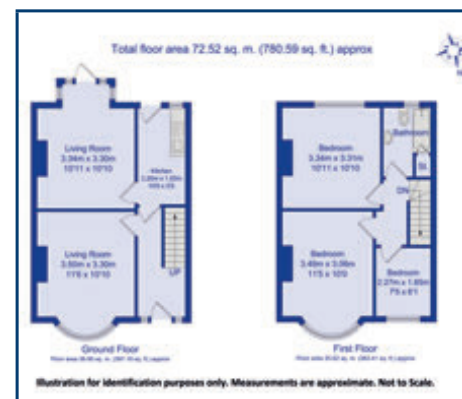
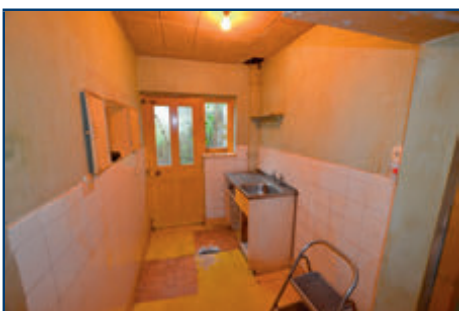
Front : Foregarden and driveway providing off road car parking

Rear : Garden and rear outbuilding with access via service road

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 35**Leasehold Vacant First Floor Two Bedroom Maisonette**

*Guide Price: £80,000 - £85,000 (+Fees)

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY**71 Nethercote Gardens, Shirley, Solihull, West Midlands, B90 1BH****Property Description:**

A two bedroom first floor maisonette forming part of a two storey development of brick construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and benefitting from UPVC double glazed windows and gas fired central heating.

The property forms part of the popular Shirley residential area and Nethercote Gardens comprises a cul de sac which is situated off Priory Road and in turn Colebrook Road and is located approximately one mile to the west of Shirley town centre which offers access to a wide range of retail and leisure amenities including bars and restaurants.

Accommodation:**Ground Floor**

Entrance Hall, Stairs and Landing

First Floor

Lounge, Kitchen, Bedroom One (Double), Bedroom Two (Double), Bathroom having panelled bath with shower over, wash basin and wc.

Leasehold Information:/

Term: 99 years from 29th September 1965.

Ground Rent: £30 per annum

Legal Documents:

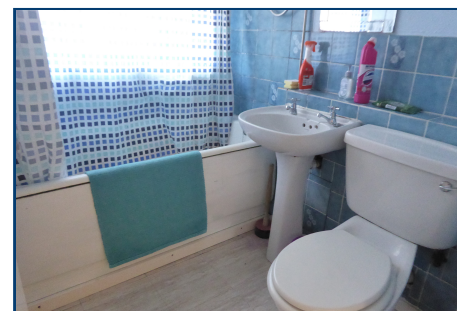
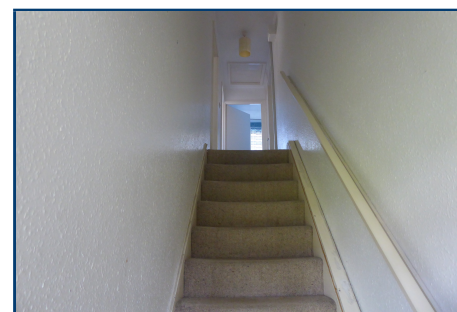
Available at www.cottons.co.uk

Viewings:

An Open Viewing will be held on :

Friday 3rd July - 11:30 until 12:30

Please refer to the Viewing Schedule containing Covid-19 Viewing Guidelines available on our website.





LOT 12



LOT 15



LOT 22



LOT 23



LOT 24



LOT 25



LOT 30



LOT 32



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** 69.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

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

G2.2 The deposit

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

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

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

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

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

G3. Between contract and completion

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

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

(b) pay the premiums when due;

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

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

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

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

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

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

G9.5 The **buyer** must:

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

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor. G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

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

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

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

G28. Notices and other communications

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

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

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

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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



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