

16TH SEPTEMBER 2020

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 16TH SEPTEMBER 2020

Commencing at 3:00 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 40 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, Dudley Metropolitan Borough Council, Solicitors, LPA Receivers, Joint Property Agents, Companies and Private Clients.



1	468 Brook Lane, Kings Heath, Birmingham, B13 0BZ	Freehold Vacant Residential
2	14 Albert Street, Pensnett,, Brierley Hill, DY5 4HS	Freehold Vacant Residential
3	35 Montgomery Crescent, Brierley Hill, DY5 2HB	Freehold Vacant Residential
4	Land Adj 1 Mallen Drive, Tividale, Oldbury, B69 1LX	Freehold Freehold Land
5	Flat 4 Warley Court, Moat Road, Oldbury, B68 8EL	Leasehold Vacant Residential
6	37 Central Drive, Dudley, DY3 2QE	Leasehold Vacant Residential
7	66 Margaret Street, West Bromwich, B70 8LF	Freehold Vacant Residential
8	Lock-up Garages Adj. 79 Willaston Road, Birmingham, B33 0PS	Freehold Garages
9	87 Birchfield Way, Walsall, WS5 4EE	Freehold Vacant Residential
10	1 - 4 Aldritt Court, Great Charles Street, Walsall, WS8 6AE	Leasehold Residential Investment
11	6 Mansard Court, Blythe Road, Coleshill, B46 1AG	Leasehold Vacant Residential
12	199 School Road, Hall Green,, Birmingham, B28 8PE	Freehold Vacant Residential
13	17 Freasley Road, Shard End, Birmingham, B34 7PS	Freehold Vacant Residential
14	57 High Street, Cheslyn Hay,, Walsall, WS6 7AA	Freehold Residential Investment
15	46 Limes Road, Tettenhall, Wolverhampton, WV6 8RB	Freehold Vacant Residential
16	Waggon & Horses, 57 Dudley Road, Tipton, DY4 8EB	Freehold Public Houses/Restaurants
17	352 College Road, Birmingham, B44 0HH	Freehold Residential Investment
18	23 Glaisdale Road, Hall Green, Birmingham, B28 8PX	Freehold Residential Investment
19	Fgrs 32 & 42 Moorsom Way, Bromsgrove, Worcs, B60 3SH	Freehold Ground Rents
20	Fgr 252 Perry Common Road, Erdington, B23 7AU	Freehold Ground Rent
21	Strategic Land St. Brades Close, Tividale, B69 1NX	Freehold Land with Potential
22	Strategic Land Off Kennford Close, Oldbury, B65 9SF	Freehold Land with Potential
23	2 & 2a Wavell Road, Brierley Hill, DY5 2EX	Freehold Vacant Residential
24	Flat 1, 6 Rotton Park Road, Birmingham, B16 9JJ	Leasehold Residential Investment
25	Flat 7, 4 Rotton Park Road, Birmingham, B16 9JJ	Leasehold Residential Investment
26	3 The Tontine, Severn Side, Stourport-on-severn, DY13 9EN	Freehold Vacant Residential
27	86 Newman Grove, Rugeley,, Staffordshire, WS15 1BW	Freehold Vacant Residential
28	18 Coventry Street, Kidderminster, Worcs, DY10 2BG	Freehold Commercial Investment
29	38 Stafford Road, Bloxwich, Walsall, WS3 3NL	Freehold Residential Investment
30	Flat 6, 43 Middleton Hall Road, Cotteridge, B30 1AB	Leasehold Vacant Residential
31	115 Lyde Green, Halesowen, B63 2PS	Leasehold Vacant Residential
32	50 Solihull Road, Sparkhill,, Birmingham, B11 3AG	Freehold Vacant Residential
33	24 Yenton Grove, Erdington, Birmingham, B24 0HZ	Freehold Vacant Residential
34	105 Beechmore Road, Sheldon B26 3AS	Freehold Vacant Residential
35	26 Church Road, Kirby Muxloe, Leicester, LE9 2AD	Freehold Vacant Residential
36	137, 137a & 137b Longbridge Lane, Birmingham, B31 4LQ	Freehold Commercial Investment
37	42 Monica Road, Small Heath, Birmingham, B10 9TG	Freehold Residential Investment
38	Former Abbey School, Church Street/Gander Lane, Tewks GL20 5PD	Freehold Vacant Commercial
39	36 Davenham Close, Malvern,, Worcestershire, WR14 2TY	Freehold Vacant Residential
40	1 Stourdell Road, Halesowen,, West Midlands, B63 2AN	Freehold Vacant Residential

Auctioneers:

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

Valuers:

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

Auction Team:

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

IMPORTANT NOTICE

This is a Live Online Auction.

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

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

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

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

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

Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

WEDNESDAY 28 OCTOBER 2020

WE REQUIRE:

**Residential and Commercial, Vacant and
Investment Properties.**

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

**Properties requiring a FAST, STRAIGHTFORWARD
and conclusive SALE.**

CLOSING DATE FOR ENTRIES:

FRIDAY 2 OCTOBER 2020

**PLEASE CALL US TO DISCUSS INCLUDING
YOUR PROPERTY AND TO ARRANGE
A FREE AUCTION APPRAISAL 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 16th September 2020, live online commencing at 3:00 PM.

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

Cottons Auction Team

Covid-19 Auction Viewing Guidelines

In accordance with the most recent up to date Government Advice all Auction Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.

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.

In the first instance prospective purchasers must express their interest in a property by registering on our website to receive the Legal Documents along with viewing the video tours and the internal images available on our Online Catalogue.

Thereafter, you should register your details with us if you intend to view a property. A viewing schedule will be published containing viewings for each property (where applicable). You will be given an allocated viewing time slot of 5 or 10 minute intervals. We will try and accommodate all internal viewing requests.

On Arrival we shall require your name and telephone number to check you have pre registered to view. You will be prevented from viewing if this information is not provided or if you have not pre-registered.

You must wear a face covering while viewing. Hand sanitizer will be available on site.

We thank you in advance for your co-operation and apologise if we are unable to accommodate everyone. Please arrive promptly for your appointment. Queuing at a property must be avoided. Please adhere to social distancing while you are at the property and we request that you are patient and respectful of any persons in front of you.

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.

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 Four Bedroom Detached House Requiring Renovation

*Guide Price: £230,000 - £250,000 (+Fees)

468 Brook Lane, Birmingham, West Midlands, B13 0BZ



Property Description:

A substantial detached dwelling house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from Brook Lane behind a block paved forecourt and situated in a popular and well regarded residential area.

The property benefits from well laid out accommodation including four good sized bedrooms, UPVC double glazed windows and off road parking but requires complete renovation and modernisation throughout.

Brook Lane contains a range of similar detached dwelling houses along with a neighbourhood shopping parade and the property is conveniently located within approximately one and a half miles from both Kings Heath Town Centre and Stratford Road, Hall Green/Shirley, which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Vestibule Porch, Reception Hall, Front Reception Room: 13.19 sq m, Rear Reception Room: 19.05 sq m, Dining Kitchen: 12.76 sq m, Utility Room: 6.38 sq m, Reception Room Three (former Garage): 9.79 sq m.

First Floor

Stairs and Gallery Landing, Bedroom One (Small Double): 7.94 sq m, Bedroom Two (Double): 12.31 sq m, Bedroom Three (Double): 11.32 sq m, Bedroom Four (Double): 9.68 sq m, Cloakroom with wc connection only and wash basin, Bathroom (no fittings): 3.91 sq m.

Outside:

Front: Block paved forecourt, providing off road car parking.

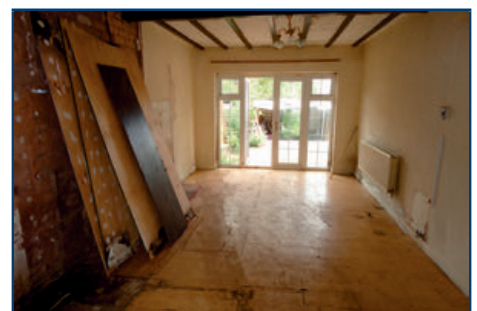
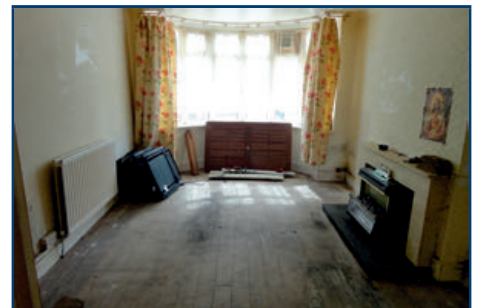
Rear: Pedestrian side access, boarded patio area, good sized garden and dilapidated store.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 2
Freehold Vacant Semi Detached House with Two Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council
14 Albert Street, Pensnett, Brierley Hill, West Midlands DY5 4HS
Property Description:

A semi detached house of two-storey brick construction, surmounted by a pitched tile clad roof, set back behind a lawned foregarden. The property benefits from a generous plot, gas fired central heating and UPVC double glazed windows but requires repair and renovation.

Albert Street forms part of an established residential area and leads directly off High Street (A4101) within a third of a mile from Russells Hall Hospital and one and a half miles to the west of Dudley Town Centre..

Accommodation
Ground Floor

Entrance Hall, Lounge: 9.36 sq m,

Full width Dining Kitchen: 16.38 sq m with pantry.

First Floor

Stairs and Landing, Bedroom One (Double): 12.65 sq m, Bedroom Two (Double): 9.17 sq m, Bathroom: 3.14 sq m with bath, wash basin and wc.

Outside:

Front: Large lawned foregarden and pedestrian side access to rear.

Rear: Paved patio and enclosed 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

Freehold Vacant Semi Detached House with Three Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council

35 Montgomery Crescent, Brierley Hill, West Midlands DY5 2HB

Property Description:

A semi detached house of two-storey brick construction, surmounted by a pitched tile clad roof, occupying a generous plot and set back from the road behind a foregarden and driveway. The property provides well laid out accommodation and benefits from gas fired central heating but requires modernisation and improvement throughout.

Montgomery Crescent forms part of an established residential estate located approximately half a mile to the south of Brierley Hill Town Centre and one mile from the Merry Hill Shopping Centre.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room: 15.47 sq m, Rear Reception Room: 10.96 sq m, Kitchen: 3.15 sq m, Rear Entrance Hall and Side Passageway with Brick Store and Toilet with wc. Workshop: 4.63 sq m.

First Floor

Stairs and Landing, Bedroom One (Double): 13.92 sq m, Bedroom Two (Double): 9.72 sq m, Bedroom Three (Single): 7.08 sq m, Bathroom: 3.28 sq m with bath having shower over, wash basin and wc.

Outside:

Front: Lawned foregarden and driveway.

Rear: Yard and 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.

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

LOT 4

Freehold Land

*Guide Price: £3,000 - £4,000 (+Fees)

Land, Mallen Drive, Tividale, Oldbury, West Midlands B69 1LX

Property Description:

A parcel of land extending to an area of approximately 145.49 sq.mtrs (1,566 sq.ft) and situated directly fronting Mallen Drive opposite Brookes Close. The land forms part of a popular modern residential estate containing a range of detached and semi detached dwellings. Mallen Drive leads off California Road and the site is within one quarter of a mile from New Birmingham Road (A4123) which provides commuting access to the M5 Motorway (junction 2), Birmingham, Dudley and Wolverhampton City Centre.

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

LOT 5

Leasehold Vacant Well Laid Out One Bedroom Flat

*Guide Price: £40,000 - £47,000 (+Fees)

Flat 4, Warley Court, Moat Road, Oldbury, West Midlands B68 8EL

Property Description:

A well laid out purpose built one bedroom flat situated in a prominently located development containing a range of neighbourhood retail units, with flats over and accessed by way of a communal entrance. The property is generally in a presentable condition benefitting from double glazed windows and electric storage heating and is set back behind a communal forecourt parking area and situated at the junction of Moat Road and Pound Road forming part of a well regarded residential area.

Accommodation:
Ground Floor

Secure Communal Front Entrance, Stairs and Landing.

First Floor

Entrance Hall, Lounge: 19.65 sq.mtrs, Dining Kitchen: 9.78 sq.mtrs with a range of units, Double Bedroom: 20.20 sq.mtrs, Bathroom: 4.32 sq.mtrs with modern suite comprising panel bath having shower over, pedestal wash basin and wc,

Leasehold Information

Lease Term: From 23 December 1982 until 31 January 2117 (approx. 96 years unexpired)

Ground Rent: £100 per annum until 24 December 2042 and then increasing by £50 every 25 years thereafter.

Service Charge: Refer to Legal Pack

Legal Documents:

 Available at www.cottons.co.uk
Viewings: Via Cottons - 0121 2472233


LOT 6

Leasehold Investment (3 Bed Duplex Flat, Rent £7,680 per annum)

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

37 Central Drive, Lower Gornal, Dudley, West Midlands DY3 2QE

Property Description:

A three bedroomed duplex flat forming part of a purpose built three storey block. The property is situated over a retail premises. The property benefits from having gas fired central heating and UPVC double glazed windows throughout and is offered for sale in presentable condition. The property further benefits from having an extended lease expiring in January 2185. Central Drive is located off Himley Road (B4176) which in turn provides access to Dudley Town Centre which is approximately a mile and a half in distance. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £640 per calendar month (£7,680 per annum).

Accommodation:

Ground Floor

Stairs leading to Terrace

First Floor

Entrance Hallway, Kitchen, Reception Room and WC

Second Floor

Stairs and Landing, Three Bedrooms, Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

Outside:

Rear Garage located beneath roof terrace

Leasehold Information

Term From 31 January 1996 - 30 January 2185

Ground Rent £50 rising to £150 per annum

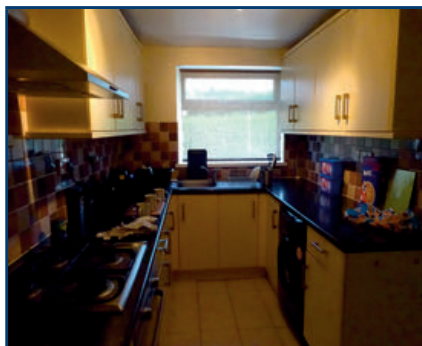
Service Charge Refer to legal pack

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Cottons
CHARTERED SURVEYORS

PRE AUCTION OFFERS

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

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

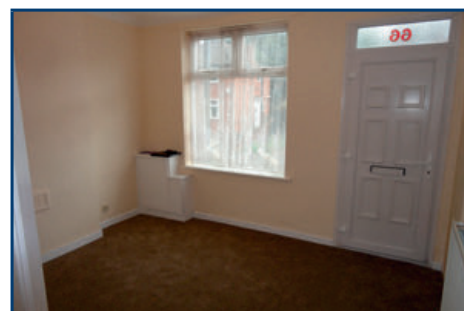
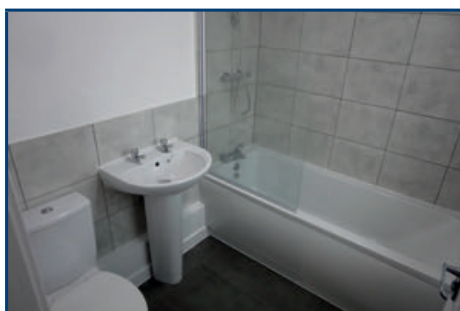
Please provide your full name, address and contact number together with details of the offer you wish to submit.

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 7**Freehold Vacant Refurbished End Terraced House with Two Bedrooms**

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

66 Margaret Street, West Bromwich, West Midlands, B70 8LF**Property Description:**

A traditional two-storey end terraced house of brick construction, surmounted by a pitched tile clad roof, occupying an elevated position, set back behind a walled foregarden.

The property has recently undergone refurbishment works and benefits from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings, re-decoration and replacement carpets and floor coverings.

The property forms part of an established residential area and Margaret Street runs directly between Bromford Lane and Oak Road within approximately three quarters of a mile to the south west of West Bromwich Town Centre.

Accommodation:**Ground Floor**

Front Reception Room: 12.68 sq m, Inner Hall with built-in store cupboard, Rear Reception Room: 12.61 sq m, Kitchen: 6.4 sq m with a range of modern fitted units with built-in oven, hob and cooker hood, Rear Entrance Hall,

Bathroom: 3.45 sq m with modern suite comprising panel bath with shower over, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double): 12.57 sq m, Bedroom Two (Double): 12.58 sq m.

Outside:

Front: Gravel and paved walled foregarden.

Rear: Shared pedestrian right of way, enclosed brick paved yard and separate lawned garden.

**Legal Documents:**

Available at www.cottons.co.uk. All interested parties are advised to inspect the mining search available in the Legal Pack

Viewings: Via Cottons - 0121 247 2233



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

Freehold Vacant Semi Detached House with Two Bedrooms

*Guide Price: £88,000 - £98,000 (+Fees)

87 Birchfield Way, Walsall, West Midlands WS5 4EE

Property Description:

A semi detached house of "Smiths" build two-storey construction, surmounted by a hipped tile clad roof, set back from the road by a paved forecourt which provides off road car parking and benefitting from well laid out accommodation, gas fired central heating and UPVC double glazed windows. Birchfield Way forms part of a residential estate known and is located via Laburnum Road, off Wallstead Road which, in turn, leads off Birmingham Road (A34). Walsall Town Centre is located approximately two miles to the north and Birmingham City Centre is approximately six miles to the south.

Accommodation:

Ground Floor

Reception Hall, Lounge: 15.33 sq m, Kitchen: 8.53 sq m with range of modern fitted units, Study/Dining Room: 5.88 sq m, Rear Passageway: 5 sq m with front and rear access and brick store.

First Floor

Stairs and Landing, Bedroom One (Large Full Width Double): 14.16 sq m, Bedroom Two: 9.99 sq m, Bathroom: 4.45 sq m with panel bath, glazed shower enclosure, vanity wash basin and wc.

Outside:

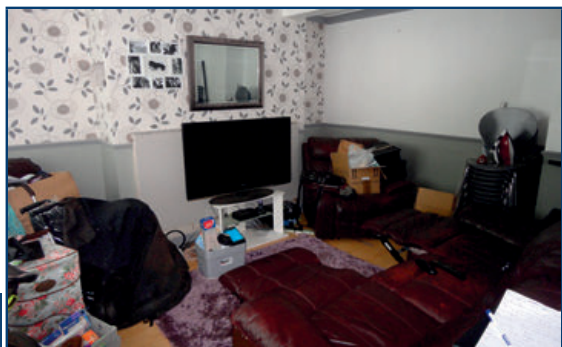
Front: Paved forecourt providing off road car parking.

Rear: Paved patio and lawned garden.

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

Viewings: Via Cottons - 0121 247 2233

Note: Completion will be eight weeks from Exchange of Contracts.



LOT 10
Freehold Investment Property (Four Self Contained Flats)

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

Flat 1 - 4 Aldritt Court, Great Charles Street, Brownhills, West Midlands, WS8 6AE

Property Description:

A substantial detached brick built property of rendered brick construction surmounted by a tiled roof and set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having been formerly converted to provide 4 separate self contained flats 2 x 1 bedroom and 2 x 2 bedroom. All flats benefit from having UPVC double glazing, three of the four flats have electric heating and one has gas fired central heating (all separately metered) and the property is located on Great Charles Street in between the junctions of Short Street and Lichfield Road and the property is within walking distance to Brownhills High Street which provides a wide range of shops and amenities

Tenancy Information
Flat 1

Let on an Assured Shorthold Tenancy Agreement producing a rental of £80 pcw (£4,060 per annum). Please note the Tenant has been in occupation since June 2011 and has not had a rent increase during this period.

Flat 2

Let on an Assured Shorthold Tenancy Agreement producing a rental of £450 pcm (£5,400 per annum). Please note the Tenant has been in occupation since June 2011 and has not had a rent increase during this period.

Flat 3

Let on an Assured Shorthold Tenancy Agreement producing a rental of £370 pcm (£4,440 per annum).

Flat 4

Is currently vacant and has been refurbished

Accommodation:
Ground Floor
Flat 1

Entrance Hallway, Lounge (3.44 x 3.80 mtrs), Kitchen (1.81 x 2.60 mtrs), Bedroom 1 (2.87 x 3 mtrs), Bedroom 2 (2.84 x 3.35 mtrs), Bathroom having panelled bath with shower over, wash basin and WC (2.01 x 1.77 mtrs)

Flat 4

Entrance Hallway, Lounge (3.95 x 4.25 mtrs), Under stairs storage cupboard, Bedroom (3.53 x 2.65 mtrs), Kitchen (2.34 x 2.36 mtrs), Shower Room having shower cubicle, wash basin and WC (1.87 x 1.43)

First Floor
Flat 2

Entrance Hallway, Lounge (3.39 x 3.80), Kitchen (2.86 x 1.92 mtrs), Bedroom 1 (3.03 x 2.27 mtrs), Bedroom 2 (3.43 x 2.91 mtrs), Bathroom having panelled bath with electric shower over, wash basin and WC (1.96 x 1.88 mtrs)

Flat 3

Entrance Hallway, Lounge (4.18 x 4.01 mtrs), Bedroom (2.75 x 3.63 mtrs), Kitchen (2.37 x 1.83 mtrs), Shower Room having shower cubicle, wash basin and WC (1.48 x 1.46 mtrs)

Outside:

Block paved driveway allowing for off road parking and brick built store housing separate electric meters.

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

Viewings - Via Cottons - 0121 247 2233



LOT 11

Leasehold Vacant Residential

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

Flat 6 Mansard Court, Blythe Road, Coleshill, Birmingham, West Midlands B46 1AG

Property Description:

A purpose built second floor flat forming part of a three storey block situated on Blythe Road in the heart of Coleshill. The property provides generous and well laid out accommodation which includes two double bedrooms and ample communal car parking located to the front of the building. The property requires some modernisation however was previously let out producing a rental of £650 pcm

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Communal Entrance with secure door entry system, Stairs

Second Floor

Hallway, Reception Room (1.84 x 3.3 mtrs), Kitchen with fitted hob and oven, Bedroom 1 (Double) (3.5 x 2.5 mtrs), Bedroom 2 (2.4 x 2.5 mtrs), Bathroom providing panelled bath, wash basin and WC (1.7 x 1.7 mtrs)

Leasehold Information

Term 99 years from 24 June 1965

Rent £20 per annum

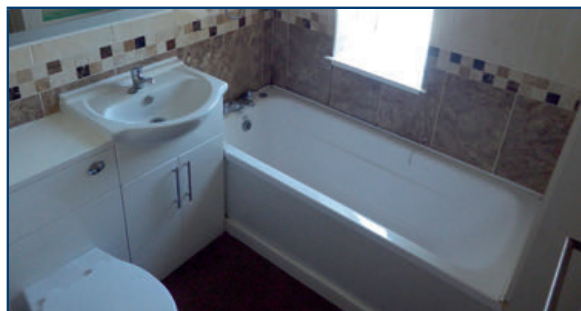
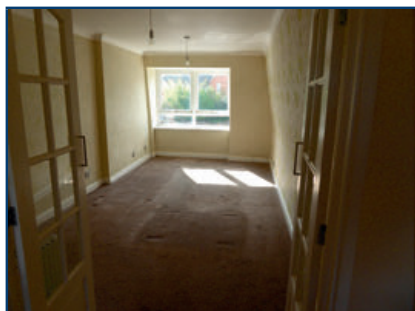
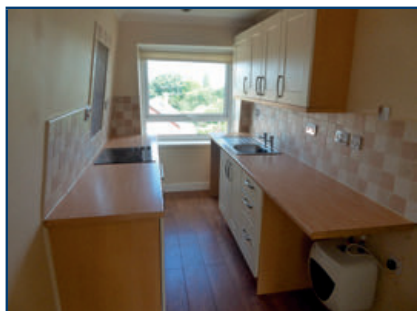
Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Want to know a secret?

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

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

1

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

2

We provide a free appraisal of your finance options

3

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

Get in touch today for a fast response to your requirements

Call us on **01249 652 939**

Email info@dmifinance.com

Or Visit www.dmifinance.com

See us at today's auction

dmi the auction finance specialist
Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us on LinkedIn and Twitter



LOT 12
Freehold Vacant Extended Property with Workshop & Garage

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

199 School Road, Hall Green, Birmingham, West Midlands, B28 8PE

Property Description:

A substantial property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property forms part of a plot extending to approximately 300 mtrs.sq. The property benefits from having UPVC double glazing, gas fired central heating, three double bedrooms one with en-suite, garage and a workshop to the side. The property may provide scope for further extension/redevelopment works. The property is located on School Road close to the junction with Shirley Road and Edenbridge Road

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, Through Lounge (3.25m x 6.84m), Dining Room (5.77m x 2.82m), Kitchen (4.73m x 3.95m), Stairs

First Floor

Bedroom 1 (3.79m x 4.24m) (Double) with en-suite having WC and wash basin, Bedroom 2 (2.84m x 3.28m) (Double) and Bedroom 3 (3.29m x 3.88m) (Double).

Outside:

Front Lawned foregarden and driveway for off road parking

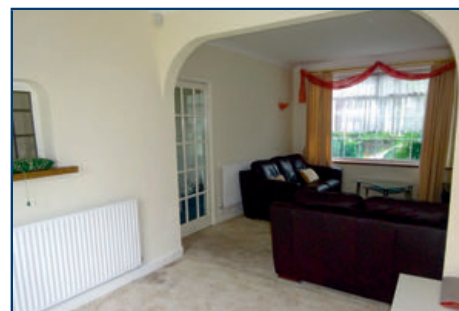
Rear and Side Lawned garden, garage, workshop area and WC.

Legal Documents:

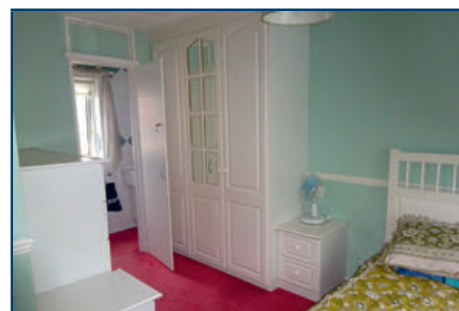
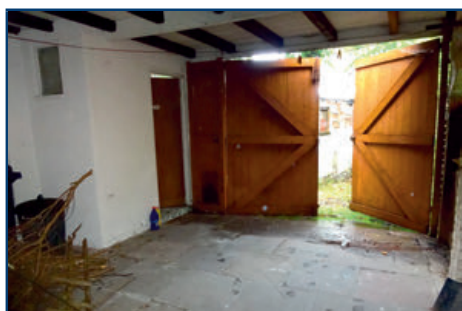
Available at www.cottons.co.uk

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



LOT 13

Freehold Vacant Four Bedroom House on Large Plot with Potential
*Guide Price: £170,000 - £185,000 (+Fees)

17 Freasley Road, Shard End, Birmingham, B34 7PS



Property Description:

A substantial end terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, prominently situated at the junction of Freasley Road and Nearmore Road, occupying a large plot with sizeable gardens to front, side and rear.

The property provides well laid out family accommodation benefitting from gas fired central heating, UPVC double glazed windows, four good sized bedrooms, garage and off road parking.

The large plot may provide scope for redevelopment/extension of the existing dwelling.

The property forms part of an established residential area and Freasley Road leads off Pithall Road and is within three quarters of a mile from Chester Road, which provides access to a wide range of retail amenities and services. A modern development of neighbourhood shops is located on Shard End Crescent, within approximately half a mile.

Accommodation:

Ground Floor

Porch, Large Reception Hall: 5.62 sq m,

Front Reception Room: 11.52 sq m, Rear Reception Room: 15.73 sq m with store cupboard, Breakfast Kitchen: 13.08 sq m with range of modern fitted units, two pantry cupboards and boiler cupboard, Rear Entrance Hall, Toilet with wc, covered Rear Passageway with Side Entrance and Brick Store.

First Floor

Stairs and Landing with store cupboards, Bedroom One (Single): 5.97 sq m, Bedroom Two (Double): 9.75 sq m, Bedroom Three (Double): 10.22 sq m, Bedroom Four (Double): 10.08 sq m, Shower Room: 3.4 sq m with glazed shower enclosure, pedestal wash basin and wc.

Outside:

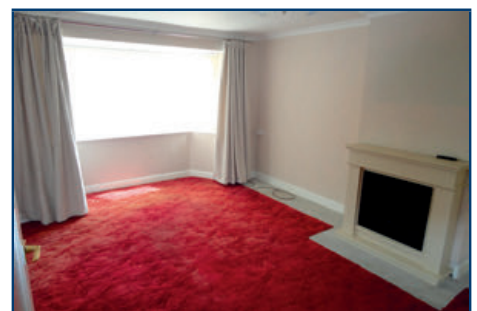
Front: Large lawned front and side gardens.

Rear: Paved patio, Brick Workshop: 3.36 sq m and garden. Freestanding Garage with vehicular access and driveway off Nearmore Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 14
Freehold Detached Two Bedroom Cottage - Investment

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

57 High Street, Cheslyn Hay, Walsall, West Midlands, WS6 7AD

Property Description:

A two storey detached cottage constructed circa 1900 and of rendered brick surmounted by a pitched tile clad roof, set back from the road behind a small walled foregarden and having a single storey flat roof extension to the rear. The property benefits from gas fired central heating, part UPVC double glazed windows and a good sized rear garden with far reaching views. The property is situated in the popular commuter village of Cheslyn Hay conveniently located approximately 2 miles to the south of Cannock, 7 miles to the north of Wolverhampton and within approximately 1 mile from the M6 Toll Motorway, 1 and a half miles from the M6 Motorway (Junction 11) and 4 miles from the M54 Motorway (Junction 11). The village contains a wide range of amenities including supermarket, various shops, public houses and restaurants.

Tenancy Information

The property is currently let on a Statutory Periodic Tenancy at a rental of £495 pcm (£5,940 per annum). The existing tenants have been in occupation of the property for the past 13 years,

having kept the property in good tidy condition and they have indicated that they would like to remain at the property for the foreseeable future.

Accommodation
Ground Floor

Front Reception Room 12.14 sq.m, Living Room 15.73 sq.m with side entrance door, Kitchen 6.76 sq.m with a range of fitted units, Utility Room/Rear Entrance 4.71 sq.m, Toilet with WC

First Floor

Stairs and Landing, Bedroom 1 (Double) 12.18 sq.m, Bedroom 2 (Single) 5.81 sq.m, Bathroom 4.44 sq.m with panelled bath having shower over, pedestal wash basin and WC

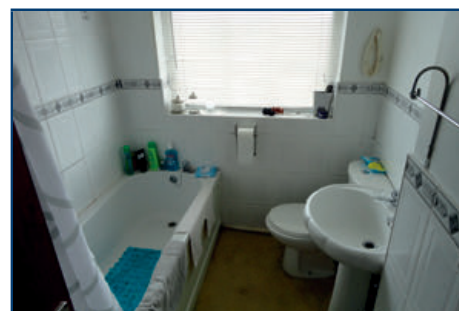
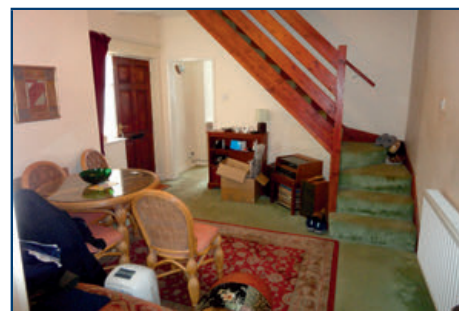
Outside:

Front Small walled foregarden, pedestrian side access

Rear Paved yard and patio, brick store and part lawned garden with far reaching views to the rear

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

Viewings – Via Cottons – 0121 247 2233



LOT 15

Freehold Residential Three Bedroom Mid-Terrace - Investment

*Guide Price: £205,000 - £215,000 (+Fees)

46 Limes Road, Wolverhampton, West Midlands, WV6 8RB



Property Description:

A mid terraced property of rendered brick construction surmounted by a slate tile clad roof behind a hedged foregarden. The property benefits from UPVC double glazing and gas fired central heating. The property has been recently refurbished however the Managing Agent has noted items throughout the house that need alteration/maintenance work on and the agents quote will be in the legal pack.

The property is currently let on an assured shorthold tenancy agreement producing a rental of £700 per calendar month (£8,400 per annum)

Please note the Landlord has served notice on the tenant, therefore the property will be vacant on the 21st November 2020.

Accommodation

(All measurements are maximum length & width)

Ground Floor

Hall, Reception Room 1 (3.3 x 3.2 mtrs), Reception 2 (3.6 x 3.3 mtrs), Kitchen (1.9 x 1.5 mtrs), Shower Room providing a wash basin, WC and shower (1.3 x 1.7 mtrs), Stairs

First Floor

Landing, Bedroom 1 (Double) (3.2 x 4 mtrs), Bedroom 2 (Double) (2.6 x 2.4 mtrs), Bedroom 3 (Single) (1.9 x 2.6 mtrs), Bathroom having wash basin, WC and panelled bath (1.7 x 1.7 mtrs)

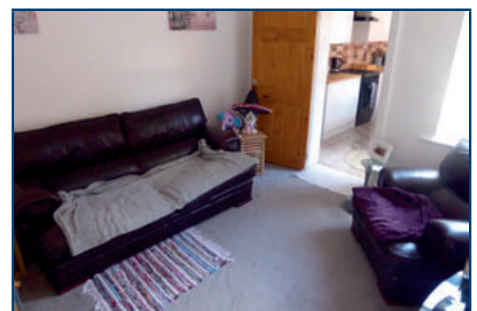
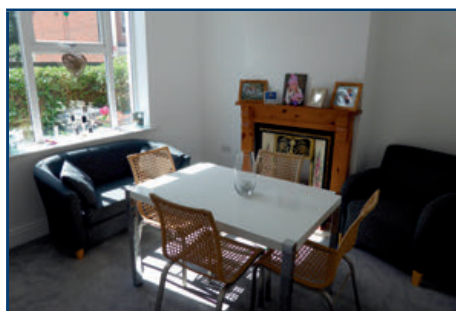
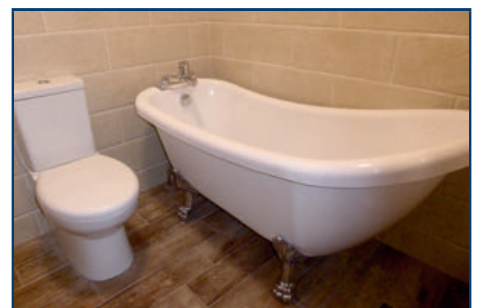
Outside:

Front Hedged foregarden

Rear Lawned garden with patio area

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

Viewings - Via Cottons – 0121 247 2233



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

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



Cottons
CHARTERED SURVEYORS

LOT 16

Freehold Vacant Prominent Black Country Public House
*Guide Price: £230,000 - £250,000 (+Fees)

The Waggon & Horses, 57 Dudley Road, Tipton, West Midlands, DY4 8EB



Property Description:

A unique opportunity to purchase a long established traditional Black Country Public House, prominently located at the junction of Dudley Road (A4037) and High Street (B4517) and offered For Sale due to the current owner's retirement, having been in occupation since 1989.

The property offers extensive two-storey accommodation and is of brick construction with white painted elevations and surmounted by a pitched tile clad roof. The Public House contains three public rooms with ancillary accommodation and beer garden to the ground floor, along with generous living accommodation over.

The property forms part of a mixed residential and industrial area and located approximately three quarters of a mile to the south of Tipton Town Centre and within a quarter of a mile of Birmingham New Road (A4123).

Accommodation:

Ground Floor

Dual Entrance to Main Bar, Secondary Bar, Pool/Games Room, Rear Hallway and Lobby, Commercial Kitchen, Ladies and Gents Toilets, Cellar access comprising of three rooms. **First Floor**

Internal Stairs to Living Accommodation, Large Landing in three sections, Lounge, Bedroom One,

Bedroom Two, Bedroom Three (subdivided into two separate rooms), Dining Kitchen, Bathroom with bath having shower over, wash basin and wc.

Outside:

Yard area and parking space leading off High Street, paved beer garden and smoking area with vehicular access leading off Dudley Road.

Gross Internal Area:

Ground Floor: 158.19 sq m (1,702 sq ft)

First Floor: 143.11 sq m (1,540 sq ft)

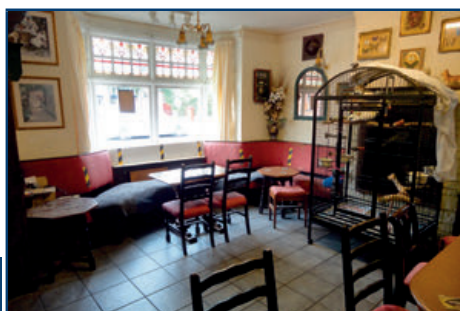
Cellar: 75.78 sq m (815 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17
Residential Investment (Four Self Contained Flats) - £27,000 Per Annum

*Guide Price: £350,000 - £375,000 (+Fees)

352 College Road, Birmingham, West Midlands, B44 0HH

 pennycuick
 collins CHARTERED SURVEYORS

Property Description:

This former Dental Practice has been formerly converted to provide four separate self-contained flats, 1x one bed, 1x2 bed and 2x3 bed.

All flats benefit from having UPVC double glazing and gas fired central heating (all separately metered).

Tenancy Information:

Flat 1 Let on an Assured Shorthold Tenancy Agreement, producing a rental of £6,000 per annum.

Flat 2 Let on an Assured Shorthold Tenancy Agreement, producing a rental of £6,000 per annum.

Flat 3 Let on an Assured Shorthold Tenancy Agreement, producing a rental of £7,000 per annum.

Flat 4 Let on an Assured Shorthold Tenancy Agreement, producing a rental of £8,000 per annum.

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Flat 1: Kitchen/Dining Room (3.6m x 3m), Bathroom (2.2m x 2m) with wc, basin and bath with shower feeding off taps, Bedroom (Double) (3.6m x 4.4m), Living Room (3.7m x 3.6m).

Flat 2: Kitchen/Living Room (3.8m x 8.2m), Bedroom One (3.7m x 3.5m), Bedroom Two (2.6m x 4.4m), Bathroom (1.7m x 2m).

Flat 3: Kitchen/Dining/Living Room (5m x 7.4m), Hallway, Bathroom providing wc, basin and bath, Bedroom One (Double) (3.8m x 4.2m), Bedroom Two (Double) (3.4m x 5m), Bedroom Three (Double) (5m x 3.2m).

First Floor

Flat 4: Stairs and Landing with storage and boiler cupboard, Bedroom (Single) (4.4m x 2.3m), Bedroom (Double) (3.6m x 4.5m), Kitchen (2.8m x 3.6m), Bedroom (Double) (4.9m x 4m), Shower Room (1.2m x 1.6m), Lounge (2.8m x 5.4m), Bathroom with wc, bath and basin, Toilet with wc and basin.

Legal Documents:

Available at www.cottons.co.uk

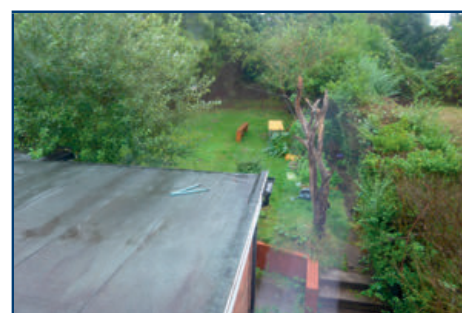
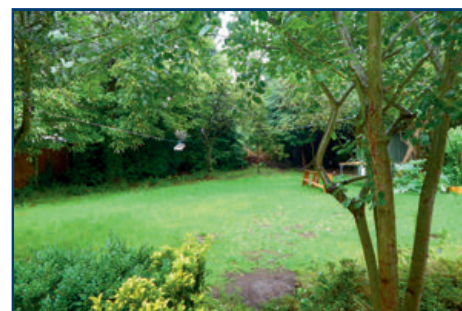
Viewings:

Via Cottons - 0121 247 2233

 pennycuick
 collins CHARTERED SURVEYORS

Declaration of Interest

An Employee at our Joint Agents has an interest in this property.



LOT 18

Freehold Investment (Three Bedroom Semi Detached Property)

*Guide Price: £190,000 - £200,000 (+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 £600 pcm (£7,200 per annum). Please note that the Tenants have been in occupation for in excess of 9 years

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



Accommodation:

Ground Floor

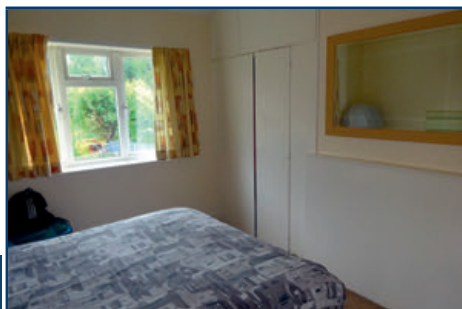
(All measurements are maximum length & width)
Entrance Hallway, Lounge (4.40 x 3.57 mtrs), Dining Room (3.79 x 3.27 mtrs), Kitchen (2.04 x 2.65 mtrs), Stairs

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



Off Road Parking



LOT 19

Two Freehold Escalating Ground Rents (Current Income £150 pa)

*Guide Price: £5,000 - £6,500 (+Fees)

Freehold Ground Rents, 32 & 42 Moorsom Way, Bromsgrove, Worcestershire B60 3SH

Property Description:

A pair of two freehold ground rents located on a residential estate within two miles to the south of Bromsgrove town centre, comprising:

32 Moorsom Way:

A modern one bedroom town house, subject to a long lease for a term of 99 years from 29th December 1988 at a current ground rent of £75 per annum rising to £100 per annum in 2038 and £125 per annum in 2063 for the remainder of the term.

42 Moorsom Way:

An extended modern end terraced town house, subject to a long lease for a term of 99 years from 29th December 1988 at a current ground rent of £75 per annum

rising to £100 per annum in 2038 and £125 per annum in 2063 for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable



32 Moorsom Way



42 Moorsom Way

LOT 20

Freehold Escalating Ground Rent Investment

*Guide Price: £7,000 - £9,000 (+Fees)

FGR 252 Perry Common Road, Erdington, Birmingham, West Midlands B23 7AU

Property Description:

A freehold ground rent secured on a end of terraced house of two storey rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a foregarden and driveway.

1st of November 2084 at a current ground rent of £200 per annum, rising in 2024 to £400 per annum, rising in 2044 to £800 per annum and rising in 2064 to £1,600 per annum for the remainder of the term.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

The property forms part of an established residential area and Perry Common Road leads off College Road approximately one and a half miles to the northwest of Erdington.

Lease Information:

The property is subject to a long Lease for a term of 99 years expiring on the



LOT 21

Freehold Land

*Guide Price: £15,000 - £18,000 (+Fees)

Strategic Land Off St. Brades Close, Tividale, Oldbury, West Midlands B69 1NX

Property Description:

A strategic parcel of land comprising of a sloping irregular shaped unfenced site extending to an area of approximately 3.21 acres (1.3 hectares). The site forms part of a large area of public open space which is bounded by housing to the North.

The land is located approximately 1.5 miles Northwest of junction 2 of the M5 Motorway and 1.6 miles to the Southeast of Dudley Town Centre. The land is approached exiting from the M5 along the A4123 (1.0 miles) then turn left into Tower Road, continue along and turn first left into St Brades Close. Continue to the top of the Close and the land forms part of the open space.

approximately 35 mtrs from the private drive serving 63-69 St Brades Close. There are regular bus services in the area and local shops within walking distance. The site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

Planning

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

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 boundaries

LOT 22

Freehold Land

*Guide Price: £10,000 - £14,000 (+Fees)

Land Off, Kennford Close, Rowley Regis, West Midlands B69 9SF

Property Description:

A parcel of land comprising of a sloping irregular shaped unfenced site of about 3 acres (1.2 hectares). The site forms part of a large area of public open space which is bounded by housing to the south and being immediately adjacent to the rear of 21-25 Kennford Close and 20-24, 29 and 31 Wadham Close, Rowley Regis.

Access is gained across open land on Portway Hill or via the public footpath in front of 38-42 Midhill Drive. The land is located approximately 1.5 miles Northwest of junction 2 of the M5 Motorway and 1.6 miles Southeast of Dudley Town Centre.

The site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

Planning

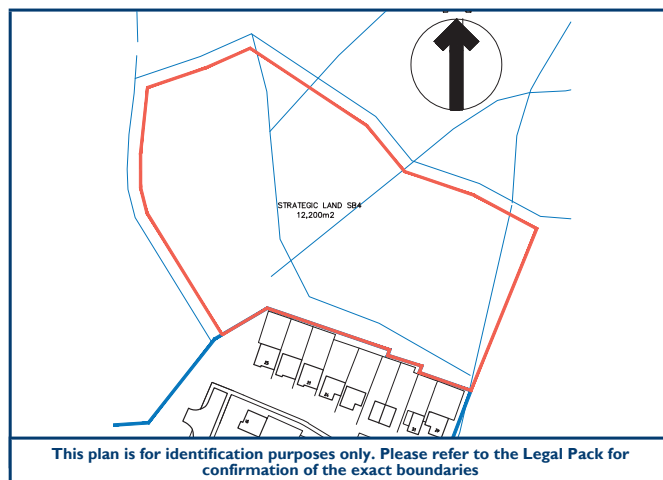
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 23

Freehold Vacant Converted House - Two Separate Flats

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

By Instruction of Dudley Metropolitan Borough Council

2 & 2A Wavell Road, Brierley Hill, West Midlands DY5 2EX

Property Description:

A semi detached former dwelling house of two-storey brick construction, surmounted by a pitched tile clad roof converted to provide two self-contained flats, each benefitting from separate services, gas fired central heating and UPVC double glazed windows and external doors.

The property is situated at the junction with Alexander Hill and Wavell Road.

Wavell Road forms part of an established residential estate located approximately half a mile to the south of Brierley Hill Town Centre and one mile from the Merry Hill Centre.

Accommodation:

Ground Floor

Flat 2A: Entrance Hall, Dining Kitchen: 12.79 sq m with pantry cupboard, Bed/Living Room: 14.61 sq m, Bathroom: 2.82 sq m with bath, wash basin and wc.

Flat 2: Entrance Hall.

First Floor

Stairs and Landing, Lounge: 12.56 sq m, Bedroom: 6.73 sq m, Dining Kitchen: 12.73 sq m, Bathroom: 2.79 sq m with bath, wash basin and wc.

Outside:

Front: Large lawned foregarden and pedestrian side access.

Rear: Two brick stores and garden.

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

Viewings: Via Cottons - 0121 247 2233



LOT 24

Leasehold Investment (Two Bedroom Flat with Private Garden)

*Guide Price: £120,000 - £126,000 (+Fees)

Flat 1, 6 Rotton Park Road, Edgbaston, Birmingham, West Midlands B16 9JJ

Property Description:

A two bedroom ground floor flat forming part of a semi-detached property set back from the road behind a tarmacadam covered driveway allowing for off road parking. The flat benefits from having UPVC double glazing and gas fired central heating. The property also benefits from having its own rear garden and is offered for sale in a presentable condition. The property is located on Rotton Park Road adjacent to the junction with York Road and within walking distance to the junction of Hagley Road (A456) which provides direct access with half a miles distance to Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £575 pcm (£6,900 per annum)

Leasehold Information

Term 125 Years from 25th March 2002

Rent Refer to Legal Pack

Service Charge Refer to Legal Pack

Accommodation

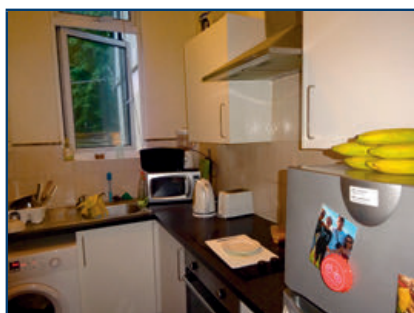
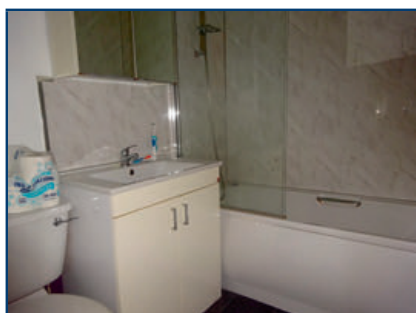
Ground Floor

Entrance Hallway, Lounge (4.26m x 4.32m), Kitchen (2.62m x 1.83m), Bedrooms One (2.93 x 3.69), Bedroom Two (2.32m x 3.30m) and Bathroom having panelled bath with shower over, wash basin and WC (2.06m x 1.72m).

Outside:

Front Communal Parking area

Rear Private garden



Car Parking Area

LOT 25

Leasehold Investment (Two Bedroom Flat with Private Garden)

*Guide Price: £120,000 - £126,000 (+Fees)

Flat 7, 4 Rotton Park Road, Edgbaston, Birmingham, West Midlands B16 9JJ

Property Description:

A two bedroom ground floor flat forming part of semi-detached property set back from the road behind a tarmacadam covered driveway allowing for off road parking. The flat benefits from having UPVC double glazing and gas fired central heating. The property also benefits from having its own rear garden and is offered for sale in a presentable condition. The property is located on Rotton Park Road adjacent to the junction with York Road and within walking distance to the junction of Hagley Road (A456) which provides direct access with half a miles distance to Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £700 pcm (£8,400 per annum)

Outside:

Front Communal Parking area

Rear Private garden

Leasehold Information

Term 125 Years from 25th March 2002

Rent Refer to Legal Pack

Service Charge Refer to Legal Pack

Accommodation

Ground Floor

Entrance Hallway, Lounge, Kitchen, Two Bedrooms (Double) and Bathroom having panelled bath with shower over, wash basin and WC



Car Parking Area

LOT 26

Grade II listed Three Storey Townhouse
*Guide Price: £160,000-£170,000 (+Fees)

3 The Tontine Severn Side, Stourport-on-Severn, Worcestershire, DY13 9EN



Property Description:

The property is well laid out over three storeys and benefits from two allocated parking spaces, breathtaking views and access to all local amenities, river side walk and canal basin all within minutes.

The property is part of this unique Grade II listed former hotel was built in 1784 and has been tastefully converted and is set in the heart of Stourport's canal basin giving access to the Midlands water ways and network.

Stourport on Severn offers a bustling town centre with a wide range of shops and facilities. The canal basins provide a great place to wander around at leisure and explore. with a number of local pubs, cafes and restaurants in and around the area.

Ground Floor

(All measurements are maximum length & width)
Reception Room (3.4 x 4.2 mtrs) , Hall

Lower Ground Floor

Storage, Kitchen (3.9 x 4.1 mtrs)

First Floor

Bedroom (Double) (4.2 x 4 mtrs) with en-suite having wash basin and WVC

Second Floor

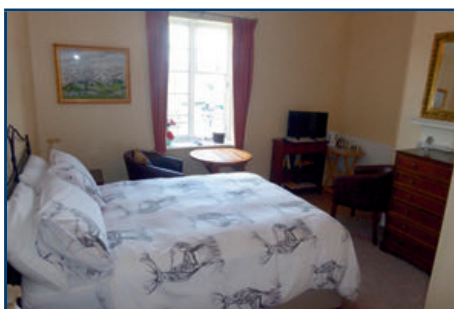
Bathroom having panelled bath, with shower over, wash basin and WVC (1.5 x 2.5 mtrs)
Bedroom (Double) (4 x 2.7 mtrs)

Outside

Lawned Communal Gardens, 2 Parking Spaces

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

Viewings - Via Cottons – 0121 247 2233



Cottons

CHARTERED SURVEYORS



***To keep updated with the services
that we offer at Cottons***

FOLLOW us for our property news, ***LIKE us*** for our property views,
COMMENT about us, so that we know and ***SHARE us***
and ***help us grow.***



LOT 27

Freehold Vacant 3/4 Bedroom House with Investment Potential

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

86 Newman Grove, Brereton, Rugeley, Staffordshire, WS15 1BW



Property Description:

A mid terraced house of two-storey brick construction surmounted by a pitched tile clad roof having been extended 17 years ago to the rear to provide a ground floor bedroom and shower room. The property currently has a secondary disabled access/front door and would lend itself easily for the conversion into two self contained flats (subject to Planning Consent/Building Regulations), offering excellent potential as an investment, ideally situated for employees of the major Amazon warehouse located within approximately one mile to the outskirts of Rugeley.

The property benefits from the majority of UPVC double glazed windows, gas fired central heating with new Worcester Bosch boiler fitted in 2018, three bedrooms, off road parking and well maintained rear garden.

Newman Grove leads directly off Brereton Road and the property is conveniently within a quarter of a mile from Rugeley Town Centre and within one mile from Cannock Chase, providing a wide range of leisure amenities.

Accommodation:

Ground Floor

Entrance Hall, Lounge: 15.37 sq m with secondary front door and understair storage, Kitchen: 7.14 sq m with range units, Entrance Hall: 3.2 sq m, Bedroom 4/Dining Room: 7.35 sq m, Wet Room: 5.6 sq m with shower, wash basin and w.c.

First Floor

Stairs and Landing, Bedroom One: 9.16 sq m, Bedroom Two: 8.05 sq m, Bedroom Three: 6.43 sq m, Bathroom: 2.84 sq m with panel bath having shower over, wash basin and w.c.

Outside:

Front: Paved forecourt providing off road car parking.

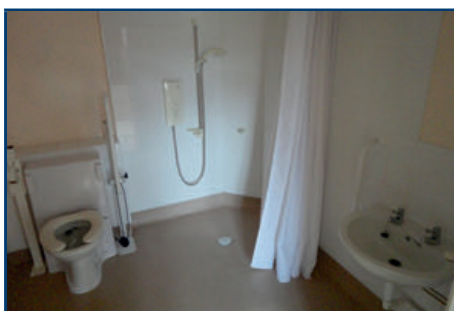
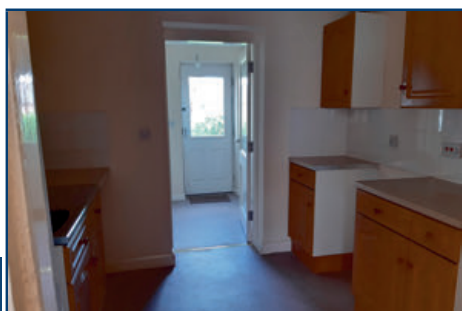
Rear: Large well maintained predominantly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28
Freehold Retail Investment with Residential Development Opportunity

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

Mercian House, 18 Coventry Street, Kidderminster, Worcestershire DY10 2BG
Property Description:

The property comprises a retail unit with accommodation spread over the basement, ground, first floor and a large garden to the rear. The property may be suitable to residential development to the first floor subject to securing the suitable consents.

A retail Investment opportunity forming part of an established retail shopping parade including such retailers as Papa Johns, Subway and The Kidderminster Medical Centre with Kidderminster Town Centre having shopping centres such as Wharf, The Swan Centre and Rowland Hill Shopping Centre where numerous national and local operators and represented.

Please note the agent has not been able to inspect the premises.

The Retail shop to the front of the property is currently let by way of a three year FRI Lease at an annual rent of £7,920 per annum. There are also 2 rooms to the rear of the ground floor let to an individual at an annual rent of £2,500. This lease has been in place since 14th March 1997.

Ground Floor

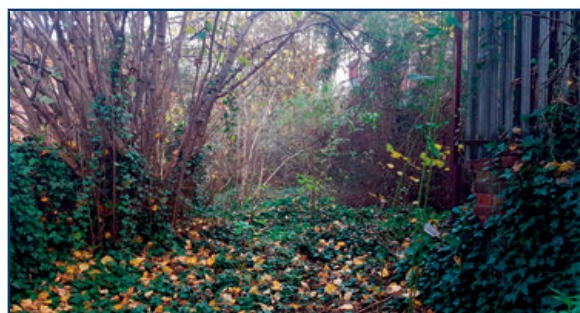
Retail Store 50.9 sq.mtrs (548 sq.ft), Store 6.8sq.mtrs (73 sq.ft), Kitchenette with WC

First Floor

Comprises several large store rooms, all of which currently vacant

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

Viewings – Via Cottons – 0121 247 2233


centrick

**Fast property
finance with
DMI makes
you a winner**

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

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

**See us at
today's
auction**

**Get in touch today for a fast
response to your requirements**

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi independent experts
in **property finance**

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

See us on LinkedIn and Twitter



LOT 29

38 Stafford Road, Bloxwich, Walsall, West Midlands WS3 3NL



Property Description:

A substantial three storey semi-detached property of brick construction. The property has been formerly converted to provide 8 self-contained flats, 1 coach house and parking for 13 cars. The main building was completely re roofed at the beginning of this year and the coach house was re roofed in 2007. All flats benefit from having UPVC double glazing and electric heating, modern kitchen and bathroom fittings and are offered for sale in a presentable condition. The property is located on the Stafford Road (A34) in between the junctions with Heathfield Drive and Frances Drive the property is within walking distance to Bloxwich High Street which provides a wide range of shops and amenities. 4 of the flats are currently vacant and have undergone refurbishment works including new kitchen, new bathroom, re-plastering works, re-decoration and flooring. The remaining 4 flats and coach house are let and a schedule of tenancies are detailed below

Schedule of Tenancies

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

Flat A - Vacant and refurbished

Flat B - Vacant and refurbished

Flat C - let on an AST producing a rental £405 pcm (£4,860 per annum)

Flat D - Vacant and refurbished

Flat E - let on an AST producing a rental £360 pcm (£4,320 per annum)

Flat F - Vacant and refurbished

Flat G - let on an AST producing a rental £425 pcm (£5,100 per annum)

Flat D - Currently let on an AST producing a rental £395 pcm (£4,740 per annum)

Coach House - Currently let on an AST producing a rental £416 pcm (£4,992 per annum)

Accommodation

Ground Floor

Flat A: Lounge/Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

Flat B: Lounge, Kitchen Area, Stairs down to basement level having Bedroom with walk in wardrobe and Shower Room having shower cubicle, wash basin and WC

Flat E: Lounge/Bedroom/Kitchen and Separate Shower Room having shower cubicle, wash basin and WC

Flat H: Lounge/Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

First Floor

Flat C: Lounge/Kitchen, Bedroom and Shower Room having shower cubicle, wash basin and WC

Flat D: Lounge/Kitchen, Stairs to second floor having Bedroom and Shower Room having shower cubicle, wash basin and WC

Flat F: Lounge/Kitchen, Stairs to second floor having Bedroom and Shower Room having shower cubicle, wash basin and WC

Flat G: Lounge/Kitchen, Shower Room having shower cubicle, wash basin and WC, Stairs to second floor having Bedroom

Coach House

Ground Floor

Lounge and Kitchen area,

First Floor

Bedroom, Store Cupboard and Bathroom with panelled bath, wash basin and WC

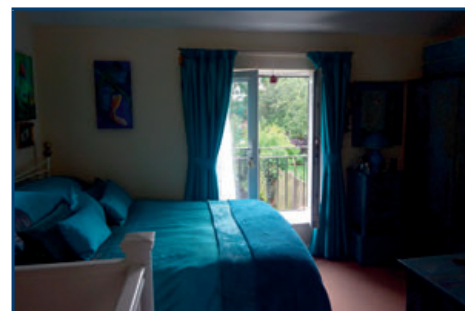
Outside:

Front Communal Parking Areas

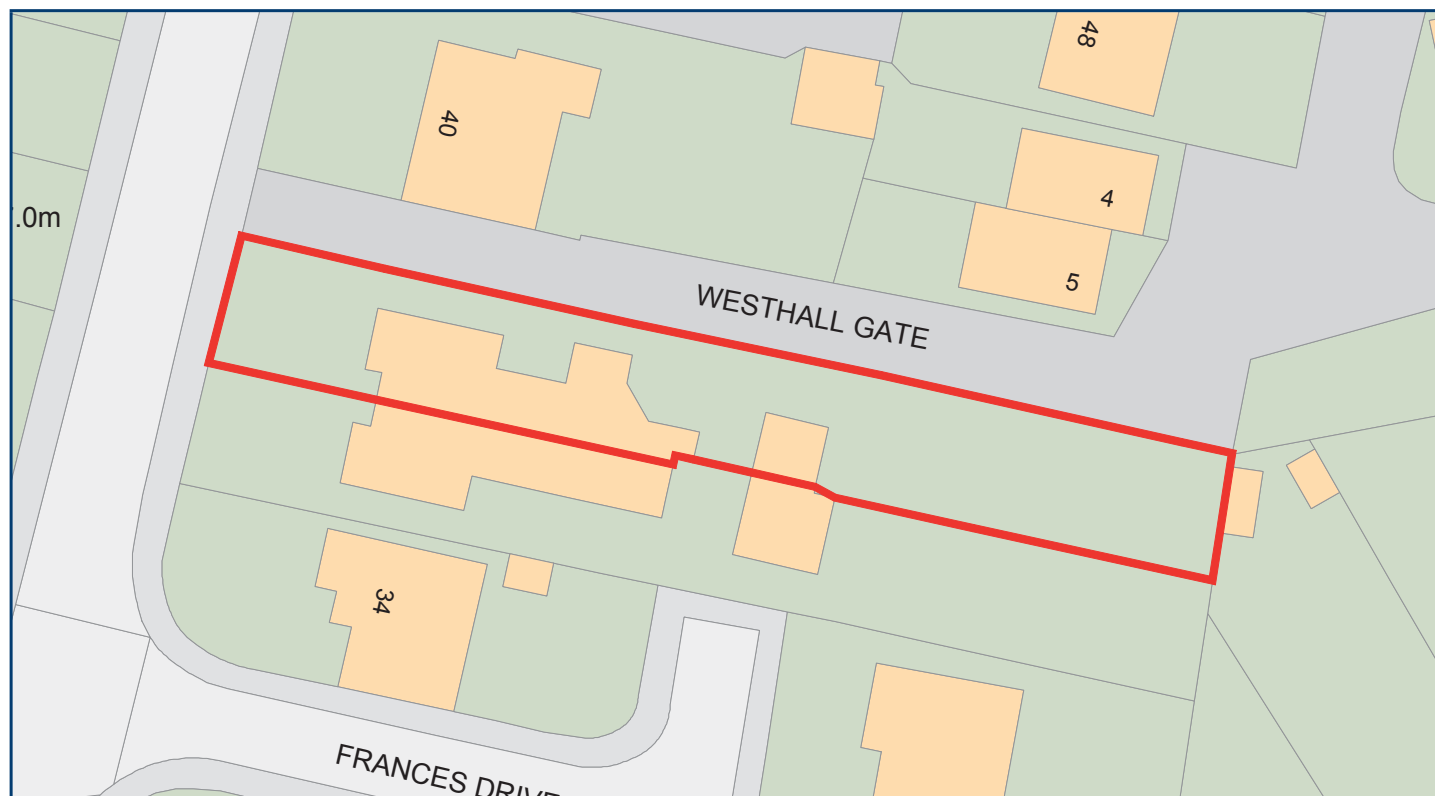
Rear Communal Parking Areas and Communal Gardens

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

Viewings - Via Cottons – 0121 247 2233



Freehold Investment Opportunity (8 Flats and Coach House)
*Guide Price: £600,000 - £650,000 (+Fees)



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



Coach House



LOT 30

Leasehold Vacant One Bedroom Flat in Well Regarded Location

*Guide Price: £55,000 - £59,000 (+Fees)

Flat 6, 43 Middleton Hall Road, Kings Norton, Birmingham, West Midlands B30 1AB

Property Description:

A one bedroom flat situated on the second floor of a large converted former dwelling house of part-rendered brick construction with pitched tile clad roof. The property is set back behind a tarmac forecourt providing residents parking and is prominently located at the junction with Station Road. The flat benefits from generous accommodation and UPVC double glazed windows but requires modernisation and improvement throughout.

The property forms part of well regarded residential area, conveniently situated within approx. 100 metres from Kings Norton Railway Station and 200 metres from Cotteridge Town Centre.

Accommodation:

Ground Floor

Shared Entrance Hall and stairs to first floor access to Flat 6, **Second Floor** Stairs and Large Landing, Lounge: 19.42 sq m, Double Bedroom: 13.76 sq m, Breakfast Kitchen: 8.67 sq m including Lobby, Bathroom: 4.14 sq m with panel bath having shower over, pedestal wash basin and wc.

Outside:

Communal car parking area.

Leasehold Information:

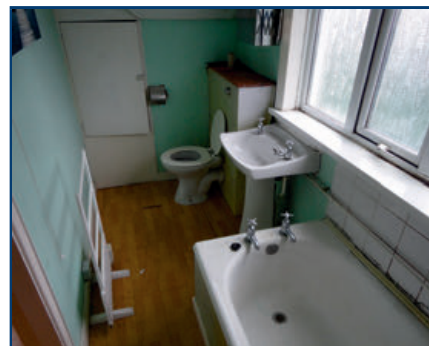
Lease Term: 99 years from 25/12/1975.

Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Cottons
CHARTERED SURVEYORS
RESIDENTIAL SALES

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

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

0121 247 4747
domalley@cottons.co.uk

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

www.cottons.co.uk



LOT 31
Leasehold Vacant Possession One Bedroom Flat - LONG LEASE

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

115 Lyde Green, Halesowen, West Midlands B63 2PS
Property Description:

A well laid out second floor one bedroom flat, which has been recently refurbished to a high standard, along with new central heating system with a 5 year warranty, newly fitted kitchen and new electric garage door with remote control allowing for off-road parking in a tandem garage.

The property benefits from a security door, one bedroom, double glazed windows, newly fitted kitchen, bathroom and communal gardens.

The Seller has recently extended the lease, please see legal pack.

The property has previously been let out for approx. £400pcm.

Accommodation

(All measurements are maximum length & width)

Ground Floor

Communal Entrance to Stairs.

Second Floor

Reception Room (4.9 x 3 mtrs), Kitchen (3.6 x 2 mtrs), Bedroom (Double) (4 x 2.7 mtrs) and Bathroom 2.4 x 1.6 mtrs).

Outside: Communal Gardens.

Leasehold Information

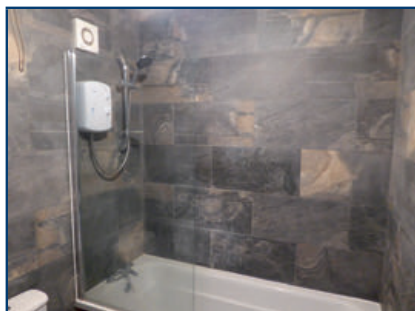
Term: 7th January 2019 to 28th September 2162 - 147 Years Unexpired

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


LOT 32
Freehold Vacant Terraced House

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

50 Solihull Road, Sparkhill, Birmingham, West Midlands B11 3AG
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. Solihull Road is located off both Formans Road and Stratford Road and is within walking distance to the main shops and amenities located on the Stratford Road

Accommodation:
Ground Floor

Lounge (4.33m x 3.23m), Dining Room (3.24m x 3.68m), Kitchen.

First Floor

Landing, Bedroom 1 (3.24m x 3.72), Bedroom 2 (3.72m x 2.34m)

and Bathroom (3.74m x 1.86m) having panelled bath, wash basin and WC

Outside:

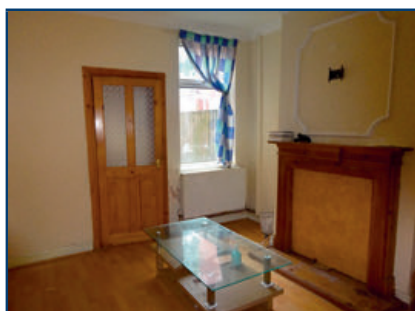
Front Walled foregarden

Rear Garden

Legal Documents

Available at www.cottons.co.uk

Viewings - Via Cottons - 0121 247 2233



LOT 33

Freehold Vacant Three Bedroom Terraced House.

*Guide Price: £90,000 - £97,000 (+Fees)

24 Yenton Grove, Erdington, Birmingham, West Midlands B24 0HZ

Property Description:

A mid terraced house of two storey brick construction surrounded by a pitch tile clad roof set back from the road behind a foregarden. The property provides well laid out accommodation but requires modernisation and improvement throughout. The property is situated on Yenton Grove which is accessed from Pitts Farm Road which in turn is approached from the main Chester Road.

Accommodation:

Ground Floor

Entrance Hall, Through Lounge: 21.0 sq.mtrs, Kitchen: 10.47 sq.mtrs. with pantry, Secondary Entrance Hall/Lobby: 3.13 sq.mtrs, with Store .

First Floor

Stairs and Landing, Bedroom One: 13.1 sq.mtrs, Bedroom Two: 9.32 sq.mtrs with storage cupboard, Bedroom Three: 6.38 sq.mtrs, Bathroom: 2.82 sq.mtrs, with bath and wash basin, Separate wc.

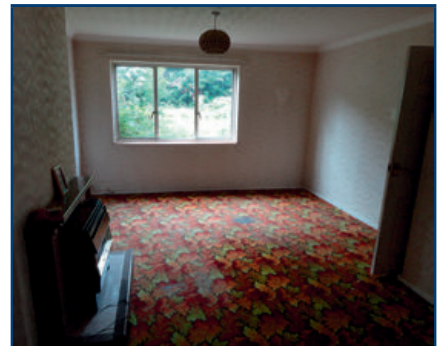
Outside:

Front: Foregarden.

Rear: Overgrown lawned garden.

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

Viewings: Via Cottons - 0121 247 2233



**Residential Lettings
LANDLORDS
IS YOUR PROPERTY EMPTY???**

Due to the recent high demand for rental property, we urgently require new properties to rent.
We are an established regulated professional agent specialising in your area

We are able to offer

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

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

Call now for your free market appraisal

0121 247 2299

LOT 34
Freehold Vacant Three Bedroom Semi Detached House

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

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY
105 Beechmore Road, Sheldon, Birmingham, West Midlands B26 3AS
Property Description:

A traditional Three Bedroom Semi Detached House of part rendered brick construction with a hipped tile clad roof providing well laid out accommodation but requiring complete modernisation and improvement. Beechmore Road forms part of an established residential area and is accessed off both Barrows lane and Brays Road, both leading off Coventry Road (A45) which provides direct access a wide range of shops, restaurants and amenities along with the M42 Motorway (J.6), Birmingham Airport, The NEC and Birmingham City Centre.

Accommodation:
Ground Floor

Reception Hall, Through Lounge: 25.69 sq.mtrs, Kitchen: 10.46 sq.mtrs,

First Floor

Stairs and Landing, Bedroom One: 12.87 sq.mtrs, Bedroom Two: 11.63 sq.mtrs, Bedroom Three: 3.79 sq.mtrs, Bathroom with bath, wash basin and w.c.

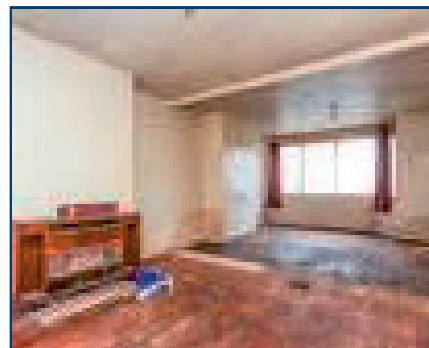
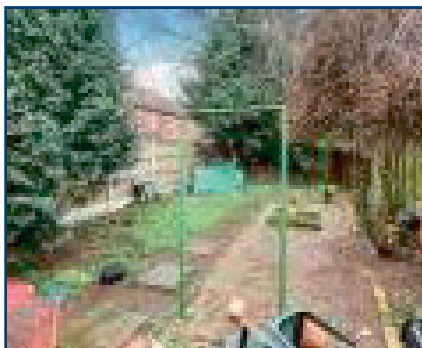
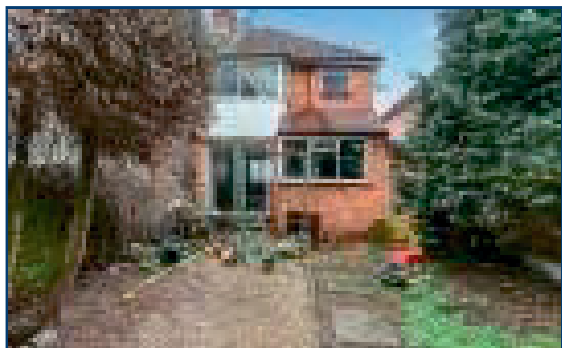
Outside:

Front: Foregarden and driveway leading to lean-to side garage
 Rear: 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.

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

LOT 35

Freehold Vacant Fully Refurbished Semi Detached House

*Guide Price: £160,000 - £175,000 (+Fees)

For Sale Following Extensive Repair & Refurbishment by Insurers due to Fire Damage in 2019
26 Church Road, Kirby Muxloe, Leicester, Leicestershire, LE9 2AD



Property Description:

A traditional semi detached house of two storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden.

The property has been extensively repaired and refurbished by Insurers acting for the seller following a serious fire in April 2019 and in brief works include new roof covering, timbers and insulation, re-plastering of walls and ceilings, complete rewiring, new plumbing, installation of new central heating & combination boiler, new kitchen and bathroom fittings, re-decoration, new doors and joinery, new UPVC double glazed windows and external doors (except verandah), new joists and timber flooring to first floor, new stairs and new floorcoverings. The works are estimated to have cost in the region of £120,000 including Vat. A specification of works will be included in the legal documents. The property is in 'ready to move in' condition and would suit either an owner occupier or investor.

The property forms part of a popular village and Church Road leads directly off Main Street which provides access to a wide range of local retail amenities and services located in Kirby Muxloe Village Centre and the property is conveniently

located approximately five miles to the west of Leicester City Centre.

Accommodation

Porch Entrance, Reception Hall with Utility Cupboard, Lounge: 3.74m x 3.58m, Dining Room: 3.58m x 3.31m, Kitchen with modern fitted units: 2.6m x 2.24m, Verandah (not double glazed): 2.97m x 2.09m. Brick Store & W.C.

First Floor

Stairs and Landing, Bedroom One (Double): 3.6m x 3.8m, Bedroom Two (Double): 3.59m x 3.3m, Bedroom Three (Box Room): 1.76m x 1.95m maximum, Bathroom: 2.61m x 2.26m with modern suite having shower bath with shower over, vanity wash basin and w.c.

Outside:

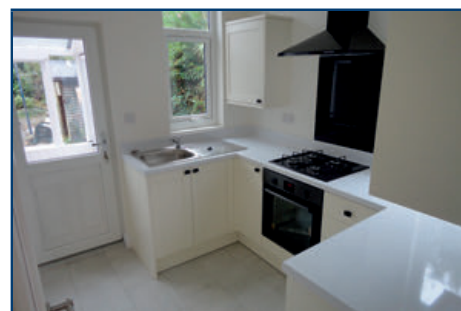
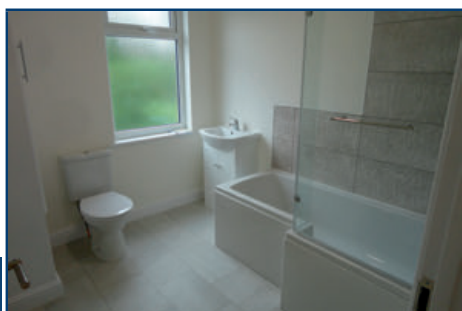
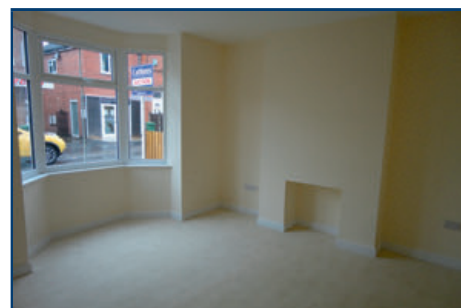
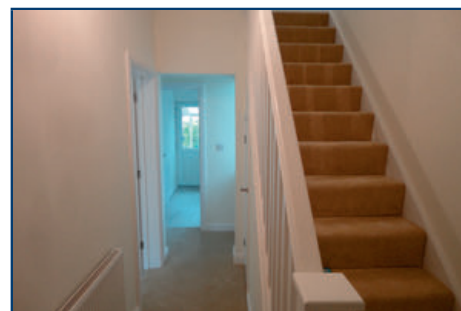
Front: Small gravelled forecourt

Rear: Pedestrian side access to large garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 36
Freehold Mixed Use Investment - Retail Shop, Hair Salon & 3 Bedroom Flat

*Guide Price: £350,000 - £375,000 (+Fees)

137, 137A & 137B Longbridge Lane, Birmingham, West Midlands, B31 4LQ

Property Description:

An end terraced, two-storey mixed use premises of brick construction surmounted by a pitched tile clad roof.

The property benefits from a large ground floor retail area previously occupied as a Post Office.

137A is a Hair Salon who have been in occupation for over 20 years and renewed short leases multiple times. Rent: £7,600 per annum.

The apartment consists of Three Bedrooms, Living Room, Kitchen, Bathroom and generates £625 per calendar month.

Accommodation

(All measurements are maximum length & width)

Ground Floor

Retail Shop: Large rectangular Retail Area: 6.8m x 9.7m, Rear Store: 2.7m x 5.1m and Toilet providing wc and basin.

137A (Hair Salon):

(The Agent has not been able to gain access and inspect).

137B

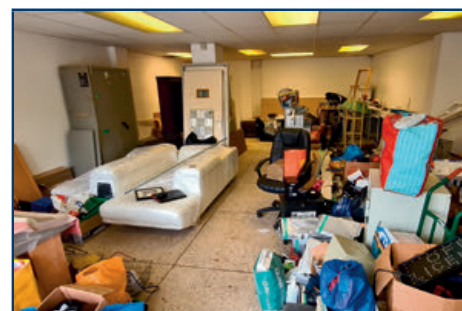
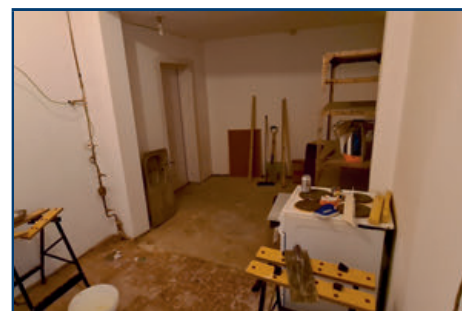
Three bedrooms, Living Room, Kitchen, Bathroom. (The Agent has not been able to gain access and inspect).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


centrick

LOT 37

Freehold Investment - Three Bedroom Mid-Terraced Property

*Guide Price: £160,000 - £170,000 (+Fees)

42 Monica Road, Birmingham, West Midlands B10 9TG

Property Description:

An extended mid-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating and is offered sale in a presentable condition. Monica Road is located off both Somerville Road and Coventry Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs

First Floor

Landing, 3 Bedrooms, Bathroom having panelled bath with electric shower over, wash basin and WC

Outside:

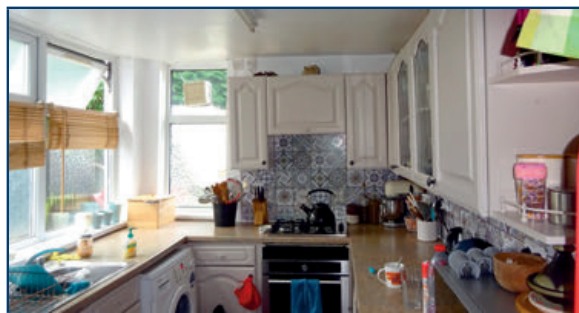
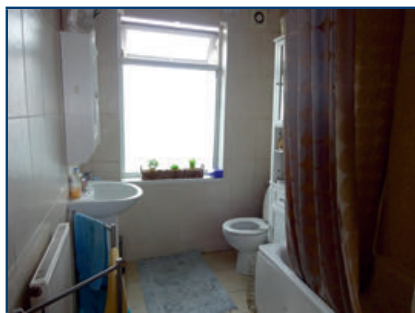
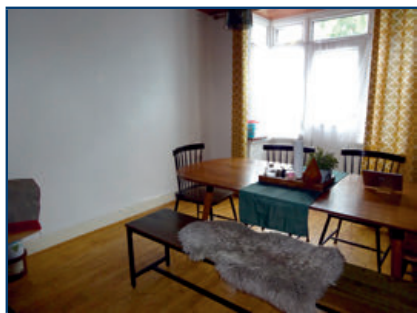
Front Paved foregarden allowing for off road parking
Rear Garden

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 38
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 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. Emergency 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 & accommodation cannot be verified.

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 39

Freehold Vacant Semi Detached House with Potential to Extend

*Guide Price: £180,000 - £195,000 (+Fees)

36 Davenham Close, Malvern, Worcestershire, WR14 2TY



Property Description:

An opportunity to purchase a well laid out semi detached house of two-storey brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three good sized bedrooms and offering ample scope to extend the existing accommodation (subject to Planning Consent).

The property occupies a large plot set back behind a lawned foregarden, with generous rear garden and was originally built in the 1950's for RAF personnel stationed nearby.

The property forms part of a popular and well regarded residential area within half a mile of Malvern Town Centre. Malvern itself is a most popular and sought after location and the property enjoys views to the rear over the Malvern Hills, which is designated as an area of outstanding natural beauty.

Accommodation:

Ground Floor

Porch Entrance, Reception Hall, Lounge: 14.81 sq m, Dining Room: 10.85 sq m with patio doors, Kitchen: 8.81 sq m with range of units and pantry cupboards, Rear Entrance Hall, Workshop: 5.10 sq m, Toilet with w.c. and wash basin.

First Floor

Stairs and Landing, Bedroom One: 11.62 sq m, Bedroom Two: 6.77 sq m, Bedroom Three: 10.21 sq m, Bathroom: 3.26 sq m with panel bath having shower over, pedestal wash basin and w.c.

Outside:

Front: Wide lawned foregarden, providing scope for creation of off road car parking, pedestrian side access to rear.

Rear: Large predominantly lawned garden with mature borders.

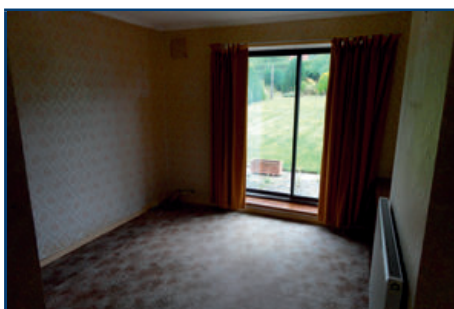
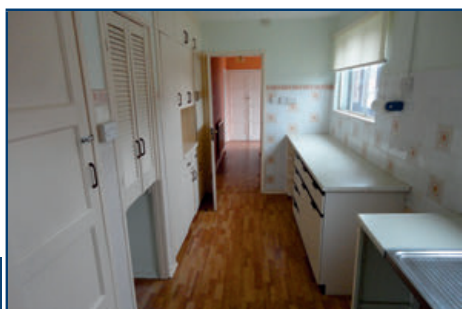
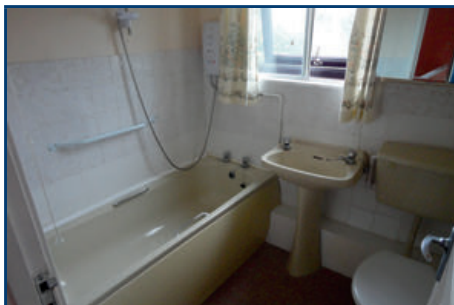
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Declaration of Interest:

The property is being sold on behalf of executors and a Cottons staff member has been appointed as executor to this estate.



LOT 40
Freehold Vacant Semi Detached House with Three Bedrooms

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

By Instruction of Dudley Metropolitan Borough Council
I Stourdell Road, Halesowen, West Midlands B63 2AN
Property Description:

A semi detached house of two-storey brick construction, surmounted by a pitched tile clad roof, occupying a large plot, privately set back from the road and benefitting from three double bedrooms and large rear garden but requiring modernisation and improvement.

The property forms part of a popular and established residential area and is situated at the junction with Banners Lane, conveniently within approximately one and a half miles to the west of Halesowen Town Centre and three miles to the east of Stourbridge Town Centre.

Accommodation:
Ground Floor

Large Reception Hall: 7.29 sq m, Through Lounge: 19.87 sq m, Dining Kitchen: 11.12 sq m with pantry, Rear Entrance Hall/Passageway with brick stores and toilet with wc.

First Floor

Stairs and Landing, Bedroom One (Double): 10.02 sq m, Bedroom Two (Double): 11.93 sq m, Bedroom Three (Double): 10.02 sq m, Bathroom: 4.15 sq m with bath, wash basin and wc.

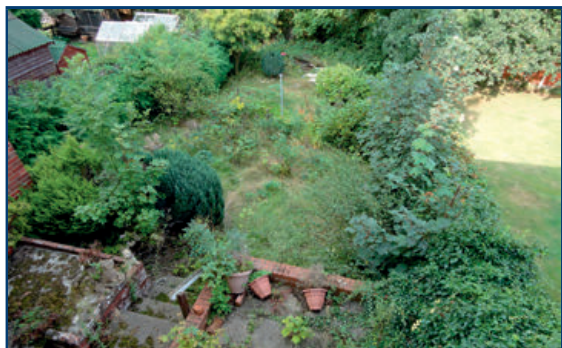
Outside:

Front: Terraced foregarden.

Rear: Patio area, brick Workshop, large garden.

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

Viewings: Via Cottons - 0121 247 2233


Dudley
 Metropolitan Borough Council

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**

Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

WEDNESDAY 28 OCTOBER 2020

WE REQUIRE:

**Residential and Commercial, Vacant and
Investment Properties.**

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

**Properties requiring a FAST, STRAIGHTFORWARD
and conclusive SALE.**

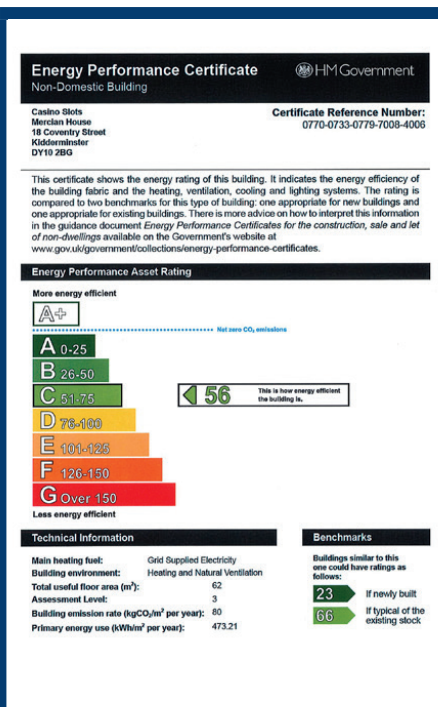
CLOSING DATE FOR ENTRIES:

FRIDAY 2 OCTOBER 2020

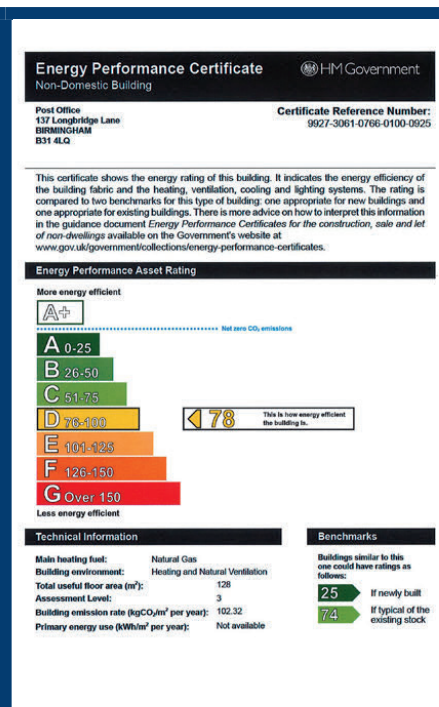
**PLEASE CALL US TO DISCUSS INCLUDING
YOUR PROPERTY AND TO ARRANGE
A FREE AUCTION APPRAISAL 0121 247 2233**



LOT 16



LOT 28



LOT 36



Bored with playing games.....






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



In association with
Cottons
 CHARTERED SURVEYORS


Pi-Property Insurance
 SPECIALIST INSURANCE FOR PROPERTY PEOPLE

The Complete Insurance Solution for your Property Portfolio

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

*subject to certain underwriting criteria

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

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

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



Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** 69.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

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

G2.2 The deposit

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

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

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

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

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

G3. Between contract and completion

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

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

(b) pay the premiums when due;

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

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

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

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

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

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

G9.5 The **buyer** must:

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

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

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

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

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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



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



Cottons - the property specialists est 1924

Auction Department

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

t 0121 247 2233

auctions@cottons.co.uk

www.cottons.co.uk

Regulated by RICS



RICS



arla | propertymark
PROTECTED

naea | propertymark
PROTECTED

nava | propertymark
PROTECTED



The Property
Ombudsman