

15TH SEPTEMBER 2021

Cottons

CHARTERED SURVEYORS

AUCTION

**WEDNESDAY 15TH SEPTEMBER
2021**

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 32 LOTS

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

1	15 Wattis Road, Bearwood, Smethwick B67 5BB	Freehold Vacant Residential
2	2 Cradley Road, Dudley DY2 9RB	Freehold Commercial/Residential
3	34 Henry Road, Yardley, Birmingham B25 8AH	Freehold Vacant Residential
4	Flat 7, Block C, Calthorpe Mansions, Frederick Rd, Edgbaston, B'ham B15 1QS	Leasehold Vacant Residential
5	13 Palace Road, Bordesley Green, Birmingham B9 5ET	Freehold Vacant Residential
6	17 Twynning Road, Edgbaston, Birmingham B16 0HJ	Freehold Vacant Residential
7	49 Trysull Road, Wolverhampton WV3 7JE	Freehold Vacant Residential
8	345 Bearwood Road, Smethwick B66 4DB	Freehold Vacant Commercial
9	347 Bearwood Road, Smethwick B66 4DB	Freehold Commercial Investment
10	Flat 7 The Lindens, Rotton Park Road, Edgbaston, B'ham B16 9JH	Leasehold Residential Investment
11	17 - 19 Braithwaite Road, Sparkbrook B11 1LB	Freehold Vacant Commercial
12	292 Green Meadow Road, Selly Oak B29 4EE	Freehold Vacant Residential
13	134 Selwyn Road, Edgbaston, B'ham B16 0HN	Freehold Residential Investment
14	252 Gillott Road, Edgbaston, B'ham B16 0RU	Freehold Residential Investment
15	42 Stanmore Road, Edgbaston, B'ham B16 9TA	Freehold Vacant Residential
16	5 & 7 Woodgate Lane, Quinton, B'ham B32 3QT	Freehold Development Site
17	86 Lodge Road, West Bromwich B70 8PL	Freehold Vacant Residential
18	Storage Units (A,B,C,D & E) New Hampton Lofts, B'ham B18 6AH	Leasehold Vacant Commercial
19	Woodside Barn, Arley Hall Farm, Oak Avenue, Old Arley, Coventry CV7 8GH	Freehold Barn for Conversion
20	Fgr 12 Howard Avenue, Bromsgrove, Worcs B61 8PP	Freehold Ground Rents
21	Fgr 3 Bilbury Close, Redditch, Worcs B97 5XW	Freehold Ground Rents
22	Fgrs 7 Daywell Rise & 2 Finches Hill, Rugeley WS15 2TN	Freehold Ground Rents
23	34 Goscote Road, Walsall WS3 4LE	Freehold Vacant Residential
24	Land Former Royal Naval Club, 232a-233 Court Street, Tonypany CF40 2RF	Freehold Development Land
25	Garage Yard, 3 Arbury Avenue, Longford, Coventry CV6 6FB	Freehold Garages
26	Land R/o 1-5 Mavor Drive, Bedworth,	Freehold Land
27	57 Hollywell Street, Bilston WV14 9HY	Leasehold Residential Investment
28	54 Newton Gardens, Birmingham B43 5DY	Freehold Vacant Residential
29	19 Tresham Road, Great Barr, Birmingham B44 9UB	Freehold Vacant Residential
30	51 Garwood Road, Yardley, Birmingham B26 2AN	Freehold Residential Investment
31	39 Rowley Close, Hednesford, Cannock, Staffs WS12 4ET	Freehold Residential Investment
32	53 Rowley Close, Hednesford, Cannock, Staffs WS12 4ET	Freehold Residential Investment

Auctioneers:

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

Valuers:

Ian M. Axon 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, Caitlin Hargreaves.

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 7 of this catalogue and also on our website, providing ID documents, proof of funds and then the required Bidding Security payments of £5,950, which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

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

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

COVID – 19 AUCTION UPDATE

In line with the Government's latest advice, we have taken the decision to broadcast our next Auction on Wednesday 15th September 2021, 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 timeslot 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 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-arranged proxy bid in order to secure a purchase.

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

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

REGISTRATION

We offer a remote bidding services as follows:

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

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

ACCEPT TERMS

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

BIDDING SECURITY

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

DUE DILIGENCE

Recommended Due Diligence Before Bidding

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

**GUIDES &
RESERVES**
Understand the Guide and Reserve Price
What is a Guide Price?

The Guide Price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The guide price can be adjusted by the seller at any time up to the end of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website.

What is a Reserve Price?

The Reserve Price is the seller's minimum acceptable price at auction and is the minimum price that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve may change throughout the course of marketing. Whilst the Reserve Price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

**THE AUCTION
DAY**
What happens on the day of the auction?
Addendum

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

Start of the Auction

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

Bidding

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

**FALL OF THE
HAMMER**
On the fall of the hammer

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

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

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

**POST
AUCTION**

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

DEPOSIT

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

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

PROXY, TELEPHONE & INTERNET BIDDING FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000

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

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

TYPE OF BID

TELEPHONE
(please one tick)

PROXY
(please one tick)

INTERNET
(please one tick)

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.

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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 Cars 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**

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**Problem Neighbours,
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FRIDAY 1ST OCTOBER 2021

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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.

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

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CHARTERED SURVEYORS

LOT 1

Freehold Vacant Mid-Terraced House with Two Double Bedrooms

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

15 Wattis Road, Bearwood, Smethwick, West Midlands B67 5BB

Property Description:

A mid-terraced house of two storey brick construction surmounted by a pitched slate clad roof benefitting from gas fired central heating and two large double bedrooms which both extend over the pedestrian entry access, however the property does require modernisation and refurbishment throughout. Wattis Road comprises of a cul-de-sac and leads directly off Three Shires Oak Road (B4182) and the property is within a short walk of Bearwood Road which provides access to Bearwood Shopping Centre

Accommodation:

Ground Floor

Reception Hall, Front Reception Room: 3.45m x 2.74m,

Rear Reception Room: 3.82m x 3.46m, Kitchen: 2.89m x 2.00m, Lobby/Utility Area, Bathroom: 2.82m x 1.87m with panelled bath having shower over, pedestal wash basin and WC

First Floor

Stairs and Landing, Bedroom 1: 4.97m x 3.47m (full width double), Bedroom 2: 4.99m x 3.34m (full width double)

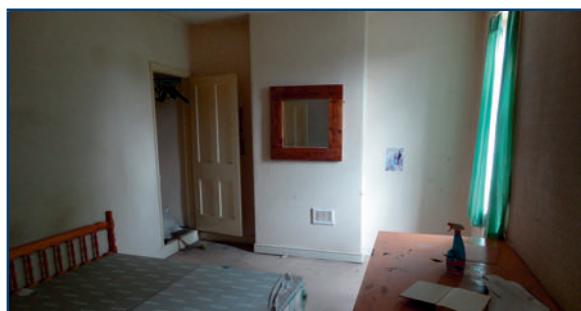
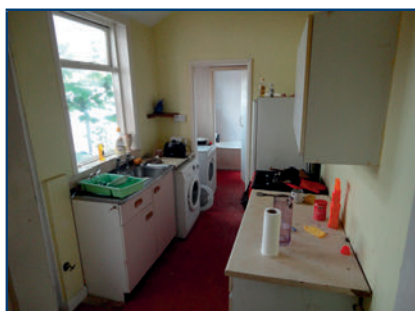
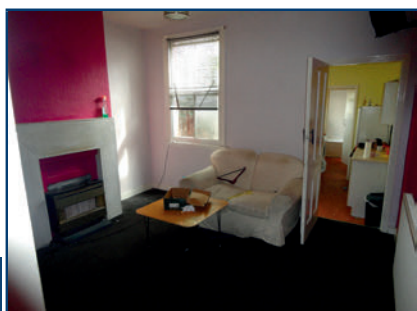
Outside:

Front: Small walled foregarden

Rear: Shared pedestrian entry access to a yard and overgrown garden

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

Viewings: – Via Cottons – 0121 247 2233



LOT 2
Freehold Part Vacant/Part Investment Property

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

2 Cradley Road, Dudley, West Midlands, DY2 9RB

Property Description:

An end terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property consists of a ground floor retail unit and separate self-contained flat to the first floor.

The ground floor retail unit has been trading as a well established butchers since 1981 and will be sold with vacant possession on completion, the seller will include all fixtures and fittings offering the potential for any purchaser to continue trading, the current owner has included the last two years accounts for the business within the legal pack. The retail shop further benefits from having been fully rewired within the last 12 months.

The first floor flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £330 pcm (£3,960 per annum). The property is located on Cradley Road close to the junction with Halesowen Road which provides a range of shops and amenities

Accommodation:
Ground Floor:

Retail Shop: Serving Area: 5.47 x 5.08 m, Preparation Room: 2.72 x 3.71 m (including fridge area), Preparation Room: 3.80 x 3.28 m, Walk-in Fridge 2.21 x 2.265 m, Freezer Room: 1.96 x 2.24 m

First floor Flat:

Accessed via the rear having Kitchen/Diner: 3.46 x 3.76 m, Lounge: 5.56 x 3.57 m, Bedroom: 3.38 x 3.75 m and Bathroom having panelled bath, wash basin and WC: 2.27 x 1.69 m

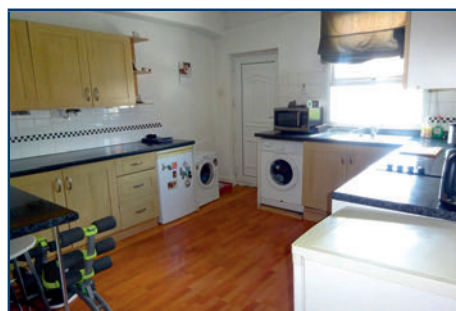
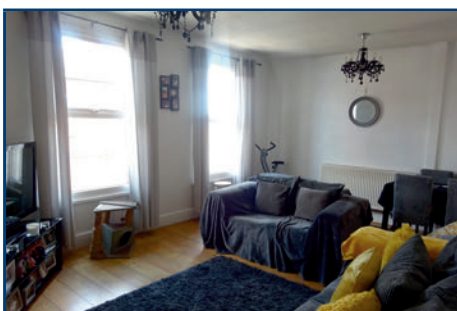
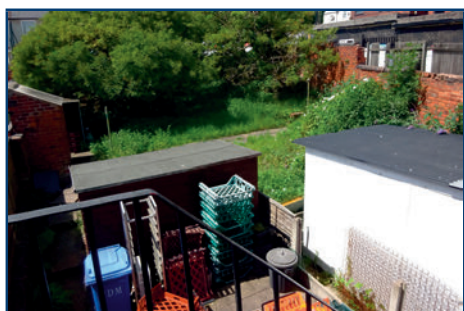
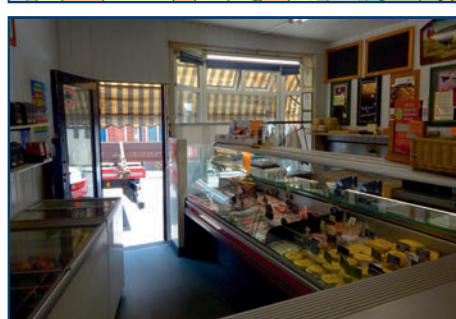
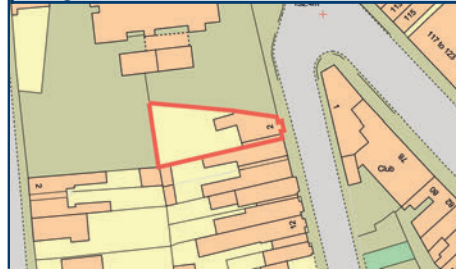
Outside:

Rear: Large 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



LOT 3

Freehold Vacant Detached House with Three Bedrooms

*Guide Price: £225,000 - £235,000 (+Fees)

34 Henry Road, Yardley, Birmingham, West Midlands, B25 8AH



Property Description:

A traditional detached family house of two storey brick construction surmounted by a pitched tile clad roof occupying a large plot, set back behind a block paved forecourt which provides off road car parking and having an extensive predominantly lawned garden to the rear. The property provides well laid out accommodation which benefits from UPVC double glazed windows, gas fired central heating, two reception rooms, conservatory, three bedrooms, two bath/shower rooms and garage. The property is situated at the northern section of Henry Road close to the junction with Boughton Road and adjacent to and enjoying views over Oaklands Recreation Ground. Henry Road leads directly off the Coventry Road (A45) and the property is conveniently within approximately one quarter of a mile from Yardley Shopping Centre, three miles to the east of Birmingham City Centre and five miles to the west of Birmingham Airport, the NEC and M42 Motorway (Junction 6)

Accommodation:

Ground Floor

Porch Entrance, Reception Hall, Lounge: 5.8m x 3.5 m, Opening to Conservatory: 3.76m x 3.24 m, Dining Room: 3.66m x 3.04 m, Kitchen: 3.29m x 1.82 m, Lean-to/Veranda: 5.94m x 2.24m, Shower Room with shower, wash basin and WC, Garage: 3.74m x 2.24 m

First Floor

Stairs and Landing, Bedroom 1: 3.35m x 3.13m, Bedroom 2: 3.65m x 3.04m, Bedroom 3: 3.35m x 2.54m, Bathroom with bath, wash basin and WC

Outside:

Front: Block paved forecourt providing off road parking and access to garage

Rear: Paved patio/yard and landscaped rear garden with lawn and mature borders

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

Viewings – Via Cottons – 0121 247 2233



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



LOT 4
Long Leasehold (974 Years Unexpired) Vacant Mansion Apartment

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

7C Calthorpe Mansions, Calthorpe Road, Edgbaston, Birmingham, West Midlands, B15 1QS

Property Description:

A traditional and well laid out Apartment situated on the third floor of the most sought after Calthorpe Mansions Development, located in the highly desirable "B15" Edgbaston postcode and situated directly between Calthorpe Road and Frederick Road.

The property was originally a Three Bedroom Mansion Apartment and the current owner has merged the third bedroom with the kitchen to provide a large Dining Kitchen area, however this could be reversed to the original layout, if required.

The development is set within well maintained communal grounds with resident's car parking and the flat is approached from a communal entrance hall with security door entry system with lift and stair access.

All resident's within Calthorpe Mansions benefit from a communal central heating system and the apartment has electric storage heaters but is now in need of some modernisation and upgrading.

Calthorpe Mansions is located via either Calthorpe Road or Frederick Road off Islington Row Middleway which leads directly to Five Ways roundabout and the property is conveniently in walking distance of Broad Street, providing access to a wide range of leisure, bar and restaurant amenities and within half a mile from the City Centre.

Accommodation:
Ground Floor

Communal Entrance, Lifts and Stairs.

Third Floor

Reception Hall, Lounge: 4.23m x 3.70m, Dining Kitchen: 4.92m x 3.39m (originally Kitchen and Bedroom Three), Bedroom One (Double): 3.71m x 3.32m, Bedroom Two (Double): 3.56m x 3.42m, including Ensuite Cloakroom with wc and wash basin, Bathroom with panel bath and shower over, wash basin, wc and bidet.

Leasehold Information:

Lease Term: 999 years from 29th September 1996.

Ground Rent: One Peppercorn.

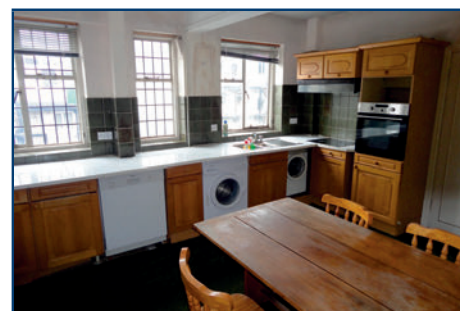
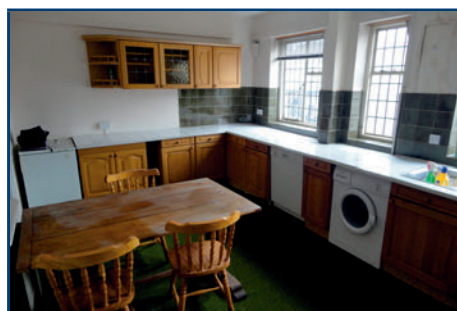
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



LOT 5

Freehold Vacant Mid-Terraced House

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

13 Palace Road, Bordesley Green, Birmingham, West Midlands B9 5ET

Property Description:

A mid-terraced property of brick construction surmounted by a tiled clad roof directly fronting the pavement. The property requires modernisation and improvement. The property is located on Palace Road which can be found off both Green Lane and Bordesley Green (B4128)

Outside:

Rear: Lawned garden and brick built store x 3

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

Viewings – Via Cottons – 0121 247 2233

Accommodation:

Ground Floor

Lounge, Dining Room, Kitchen, Stairs

First Floor

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



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LOT 6
Freehold Vacant Four Bedroom House

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

17 Twynning Road, Edgbaston, Birmingham, West Midlands B16 0HJ
Property Description:

A three storey four bedroom property of brick construction surmounted by a tiled roof. The property benefits from having UPVC double glazing, plumbing and partial fittings for gas fired central heating (the boiler has been removed). The property does however require modernisation and improvement. The property further benefits from having four bedrooms and three reception rooms. Twynning Road is located off both Cavendish Road and City Road (A4040) and is within half a miles distance of Birmingham City Hospital

Accommodation:
Ground Floor

Entrance Hallway, Lounge: (3.60 x 4.30m),

Rear Lounge: (4.05 x 3.78m), WC (no fittings), Dining Room: (3.28 x 2.96m), Kitchen: (2.04 x 2.71m), Stairs

First Floor

Landing, Bedroom 1: (3.44 x 4.86m), Bedroom 2: (3.24 x 3.77m), Bathroom having panelled bath, wash basin and WC: (1.87 x 1.65m), Bedroom 3: (2.60 x 2.59m), Stairs

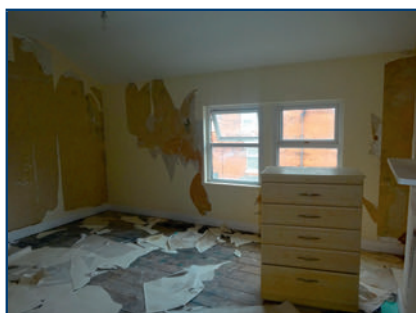
Second Floor

Bedroom 4: (3.64 x 4.87m)

Outside:
Front: Forgarden

Rear: Lawned garden with brick built store

Legal Documents – Available at

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

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LOT 7

Freehold Vacant End Terraced House - Two Bedrooms & Loft Room

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

49 Trysull Road, Bradmore, Wolverhampton, West Midlands WV3 7JE

Property Description:

An end terraced house of traditional brick construction surmounted by a pitched inter-locking tile clad roof set back behind a small walled foregarden and benefitting from UPVC double glazed windows and gas fired central heating but requiring some modernisation and improvement throughout. The property is situated at the junction with Maple Road within approx. one mile west of Wolverhampton City Centre

Accommodation:

Ground Floor

Front Reception Room: 3.79m x 3.39m, Rear Reception Room: 3.55m x 3.39m, Cellar: 3.81m x 3.38m, Kitchen: 3.07m x 1.78m, Shower Room: 1.88m x 1.74m with glazed shower enclosure, pedestal wash basin and WC

First Floor

Stairs & Landing, Bedroom 1 (Double): 3.6m x 3.4m, Bedroom 2 (Double): 4.1m x 3.4m, Loft Room: 3.5m x 3.0m

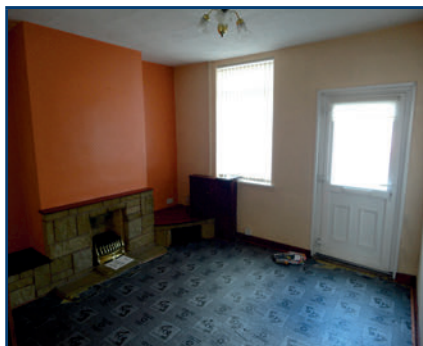
Outside:

Front: Small foregarden

Rear: Enclosed yard, shared pedestrian right of way off Maple Road and a predominantly lawned garden

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

Viewings – Via Cottons – 0121 247 2233



--- Legal Documents Online ---



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

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

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LOT 8
Freehold Vacant Retail Shop/Offices - NIA 132.85sq.m (1,428sq.ft)
 *Guide Price: £145,000 - £155,000 (+Fees)

345 Bearwood Road, Smethwick, Sandwell, B66 4DB

Property Description:

A three storey end terraced retail premises/offices prominently fronting Bearwood Road and previously used as a long established accountants offices who have since retired. The property is of brick construction with rendered elevations surmounted by pitched replacement tile clad roof and benefits from part UPVC double glazed windows and gas fired central heating but requires some modernisation and improvement. The property provides well laid out office accommodation over three floors and may be suitable for a variety of alternative uses subject to obtaining planning consent. The property is located between the junctions of Richmond Road and Linden Road at the Northern Section of Bearwood Road (A4030) which forms part of the busy Bearwood Shopping Centre surrounded by a densely populated residential catchment

Accommodation:
Ground Floor

Retail/Office: 35.07 sq.mtrs (377 sq.ft) with aluminium shop front, Rear Office: 39.76 sq.mtrs (427 sq.ft) with lobby to staff toilets with WC and wash basin

First Floor

Stairs and Landing, Office 1: 14.29 sq.mtrs (153 sq.ft), Office 2: 14.41 sq.mtrs (155 sq.ft), Cloakroom with WC and washbasin

Second Floor

Stairs and Landing, Office 3: 14.6 sq.mtrs (157 sq.ft), Staff Room: 14.81 sq.mtrs (159 sq.ft)

Outside:

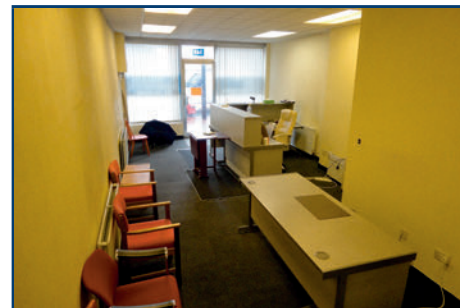
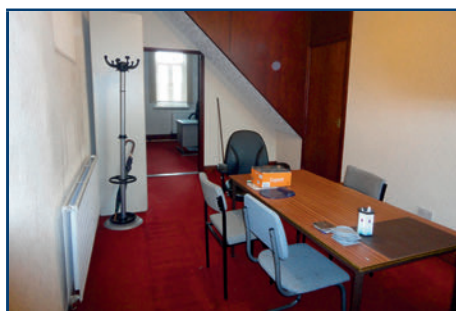
Rear access to enclosed yard with right of way leading off Linden Road

Note: The digital advertising display to the gable wall is subject to a lease at a peppercorn rent. Full details are available in the legal documents.

Legal Documents

Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 9

Freehold Retail Investment Property

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

347 Bearwood Road, Smethwick, West Midlands B66 4DB

Property Description:

A freehold single storey retail unit of brick construction, directly fronting the pavement and situated in a parade of similar units located between the junctions of Linden Road and Richmond Road. The property is situated in the popular area of Bearwood which includes a busy shopping centre surrounded by a dense residential catchment area. The property is currently let on a lease producing a rental of £4,000 per annum.

Accommodation:

Ground Floor

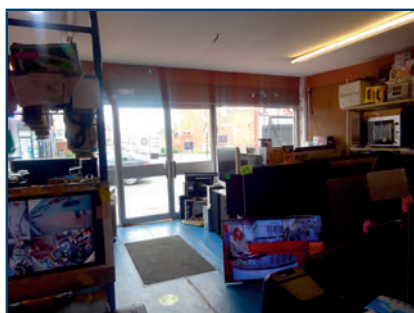
Retail Shop Area 37.21 sq.mtrs (400 sq.ft),
Rear Room 10.98 sq.mtrs (118 sq.ft), Store
4.09 sq.mtrs (44 sq.ft) and WC.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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LOT 10
Leasehold Residential Investment Flat.

*Guide Price: £52,000 - £58,000 (+Fees)

Flat 7 The Lindens Rotton Park Road, Birmingham, West Midlands, B16 9JH

Property Description:

A second floor studio apartment situated within a purpose built block set back from the road behind communal gardens and parking area. The property benefits from having electric heating and allocated parking space and the property is located within the St. Augustine Conservation Area. The Lindens is located on the corner of York Road and Rotton Park Road the latter being found off Hagley Road (A456) and being within a mile and a half distance from Birmingham City Centre.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £375 pcm (£4,500 per annum). We understand from the vendor that the tenant has been in occupation for circa seven years and there has been no rent review during this period.

Accommodation:
Ground Floor

Communal Entrance access to stairs

Second Floor

Open plan studio with living bedroom area, kitchen

area and separate bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and allocated parking space

Leasehold Information:

Term: 99 years from the 25th of March 1984

Ground Rent: Please refer to legal pack

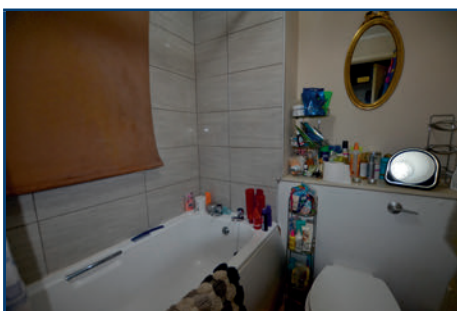
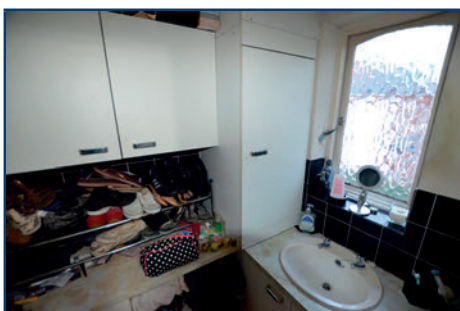
Service Charge: Please refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 11

17 - 19 Braithwaite Road, Sparkbrook, Birmingham, West Midlands B11 1LB



Property Description:

A substantial detached three storey former office premises originally comprising of a pair of semi-detached period houses and merged to provide the existing accommodation.

The property is of traditional brick construction surmounted by a pitched tile clad roof, extended to the rear and laid out to provide seventeen separate offices with ancillary accommodation, having part UPVC double glazed windows and gas fired central heating.

The property occupies a large plot extending to an area of approximately 0.37 acres (1506 sq.mtrs) which includes a large car park to the rear accessed from Braithwaite Road by a driveway.

The property forms part of the traditional and established area of Sparkbrook containing a mix of residential, commercial and retail properties. Braithwaite Road is a one-way street linking Sampson Road to Stratford Road (A34) and the property is conveniently situated within approximately one mile to the South East of Birmingham City Centre

Planning:

The property has formerly been used by a Housing Association for offices and it is understood that the original Planning Consent required for the property to revert back to residential following any sale by current owners. Planning history on Birmingham City Council's Website states that an application was made for change of use from offices to two residential dwellings on the 13th of November 2015

(Ref: 201/07757/PA) and was classified as permitted development. The property may be suitable for a variety of residential uses subject to planning consent.

Accommodation

Ground Floor

Front Reception Hall, 7 Offices, Interview Room, Staff Office, Rear Hallway, Cellar Access having two rooms, Kitchen/Staff Room, 2 Toilets each with WC and wash basin

First Floor

Stairs and Landing, 7 Offices, Two Toilets each with WC and wash basin, Kitchenette.

Second Floor

Stairs and Landing, 3 Offices, Walk-in Store, Coms Room, Boiler Room, Kitchen, Toilet with WC and wash basin

Outside:

Front: Walled foregarden with disabled access

Rear: Tarmacadam driveway to rear entrance and large car park

Note: Ten car parking spaces are let to Birmingham City Council until 2030 at a peppercorn rent (see legal pack for details)

Gross Internal Area (GIA)

Ground Floor – 213.30 sq.m. (2,296 sq.ft)

First Floor – 169.95 sq.m. (1,829 sq.ft)

Second Floor – 98.35 sq.m. (1,058 sq.ft)

Total – 481.60 sq. m. (5,183 sq.ft)

Legal Documents

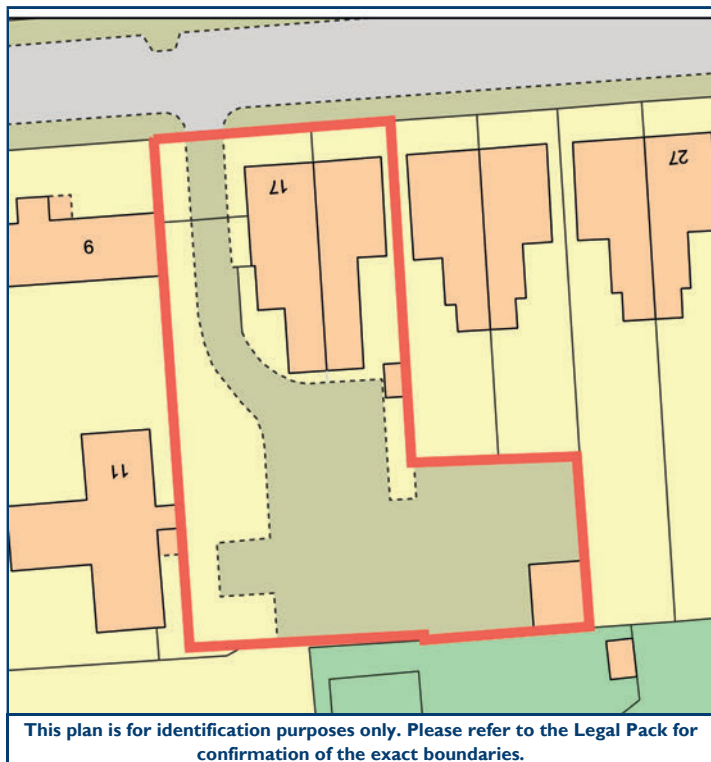
Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Freehold Vacant Former Office Premises with Redevelopment Potential - 5,183 sq.ft
*Guide Price: £450,000 - £475,000 (+Fees)



LOT 12

Freehold Vacant Linked Semi-Detached House with 4 Bedrooms

*Guide Price: £250,000 - £260,000 (+Fees)

292 Green Meadow Road, Selly Oak, Birmingham, West Midlands, B29 4EE



Property Description:

A linked semi-detached house of two storey brick construction with rendered front elevation surmounted by a pitched interlocking tile clad roof and having been extended to the side and rear to provide the existing four bedroom accommodation. The property benefits from gas fired central heating, UPVC double glazed windows and off road car parking but requires some cosmetic improvement and modernisation.

Green Meadow Road is located within the highly regarded Bournville Village Trust and is located off Black Haynes Road which in turn leads directly off Shenley Lane (B4121) to the north.

Green Meadow Road is also located off Middle Park Road which provides directly access to Bristol Road (A38) the property is within close proximity to a range of local amenities and services on Shenley Lane and Selly Retail Park is conveniently within approximately one and a half miles to the north east

Accommodation:

Ground Floor

Entrance Porch, Reception Hall, Living Room: 4.47m x 3.73m, Lobby with Shower/Wet Room having shower, wash basin and WC, Dining Room: 3.42m x 3.10m, Kitchen: 5.25m x 3.19m with extensive range of modern fitted units, Garage: 5.93m x 2.58m with toilet.

First Floor

Stairs and Landing, Bedroom 1 (Double): 3.76m x 3.68m, Bedroom 2 (Single): 2.7m x 1.65m, Bedroom 3 (Double): 4.74m x 2.56m, Bedroom 4 (Double): 2.76m x 2.68m, Bathroom with bath and wash basin, Separate toilet with WC.

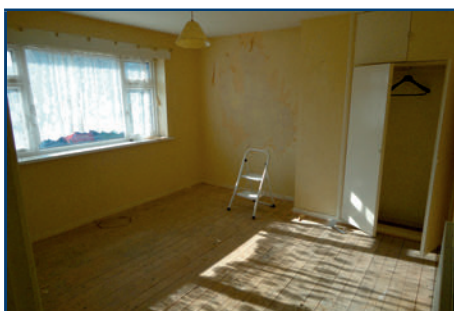
Outside:

Front: Block paved forecourt providing off road car parking and access to garage

Rear: Good sized lawned garden with decked patio

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

Viewings – Via Cottons – 0121 247 2233



LOT 13
Freehold Residential Investment - 5 Self Contained Flats - Rent £24,120 p.a.
 *Guide Price: £325,000 PLUS (+Fees)

134 Selwyn Road, Edgbaston, Birmingham, West Midlands, B16 0HN

Property Description:

A long established flat conversion comprising a substantial three storey semi-detached former dwelling house converted in to five self contained flats set behind a small walled forecourt and benefitting from UPVC double glazed windows and communal gas fired central heating and each flat provides well laid out accommodation having separate electricity meters. The property is of brick construction surmounted by a pitched tile clad roof and forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation. The property is pleasantly situated opposite Summerfield Park and Selwyn Road leads directly off both Gillott Road and City Road (A4040) and conveniently within approximately one mile from Bearwood High Street and two miles to the West of Birmingham City Centre

Tenancy Information:

All flats are let on Assured Shorthold Tenancies:

Flat 1: Rental: £410 pcm

Flat 2: Rental: £400 pcm

Flat 3: Rental: £400 pcm

Flat 4: Rental: £400 pcm

Flat 5: Rental: £400 pcm

Total Current Rental Income: ££2,010 pcm (£24,120 per annum)

Accommodation:
Ground Floor

Reception Hall,

Flat 1: Lounge: 3.98m x 2.70m, Kitchen, Bedroom: 3.58m x 2.6m, Shower Room with shower, wash basin and WC.

Flat 2: Lounge: 3.15m x 3.16m, Kitchen, Bedroom: 4.16m x 3.07m including en-suite bathroom with bath, wash basin and WC

First Floor

Stairs and Landing,

Flat 3: Lounge: 4.23m x 3.18m, Bathroom with bath, wash basin and WC, Kitchen, Bedroom: 3.18m x 2.10m,

Flat 4: Entrance Hall, Lounge: 3.72m x 3.40m, Bedroom: 3.72m x 2.14m, Kitchen, Bathroom with bath, wash basin and WC

Second Floor

Flat 5: Stairs and Landing, Lounge: 3.73m x 3.61m, Kitchen, Bedroom: 4.32m x 2.5m, Shower Room with shower, wash basin and WC

Outside: Walled foregarden with side access to yard and lawned garden

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

Viewings – Via Cottons – 0121 247 2233


FLAT 5

FLAT 2

FLAT 5


LOT 14

Freehold Residential Investment - 5 Self Contained Flats - Rent: £23,860 p.a.
 *Guide Price: £325,000 PLUS (+Fees)

252 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 0RU



Property Description:

A long established flat conversion comprising of a substantial three storey semi-detached former dwelling house converted into five self-contained, well laid out, one bedroom flats set back behind a walled foregarden and benefitting from UPVC double glazed windows, communal gas fired central heating and separate electricity metres.

The property is of brick construction with a pitched tile clad roof and forms part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation. The property is situated between the junctions of Wheatsheaf Road and Selwyn Road conveniently within a short walk from Edgbaston Reservoir and within 1 mile from Bearwood High Street and 2 miles to the west of Birmingham City Centre

Tenancy Information:

All flats are let on Assured Shorthold Tenancies:

Flat 1: Rental: £430 pcm

Flat 2: Rental: £400 pcm

Flat 3: Rental: £368.33 pcm

Flat 4: Rental: £400 pcm

Flat 5: Rental: £390 pcm

Total Current Rental Income: £1,988.33 pcm
 (£23,860 per annum)

Accommodation:

Ground Floor

Reception Hall,

Flat 1: Entrance Hall, Lounge: 4.57m x 3.82m,

Kitchen, Bedroom (Double): 3.44m x 3.27m,

Bathroom with bath, wash basin and WC

Flat 2: Bathroom with bath, wash basin and WC,
 Lounge: 3.79m x 3.55m, Kitchen, Double Bedroom:
 4.25m x 3.05m,

First Floor

Stairs and Landing

Flat 3: Entrance Hall, Bedroom: 3.58m x 2.08m,
 Bathroom with bath, wash basin and WC, Kitchen,
 Lounge: 4.16m x 3.10m,

Flat 4: Lounge: 4.56m x 3.26m, Kitchen, Bedroom:
 4.56m x 2.07m, Bathroom with bath, wash basin and
 WC

Second Floor

Flat 5: Stairs and Landing, Lounge: 4.66m x 3.29m,
 Bedroom: 4.69m x 2.14m, Kitchen, Bathroom with
 bath, wash basin and WC

Outside:

Front: Walled foregarden

Rear: Yard and garden

Legal Documents

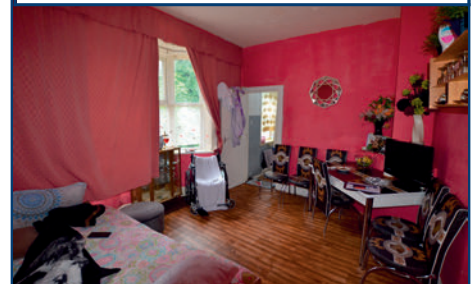
Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233

FLAT 1



FLAT 2



FLAT 4



LOT 15
Freehold Vacant Semi-Detached House with 5 Double Bedrooms

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

42 Stanmore Road, Edgbaston, Birmingham, West Midlands, B16 9TA

Property Description:

A substantial three storey semi-detached house of traditional brick construction surmounted by a pitched replacement tile clad roof offering extensive accommodation which includes three reception rooms and five double bedrooms and benefitting from gas fired central heating, mostly UPVC double glazed windows and large rear garden but requiring modernisation and refurbishment throughout.

The property is currently a single dwelling house and may offer scope as an investment for conversion to an HMO or flats, all being subject to Planning Consent, and all interested parties should make any enquiries prior to bidding.

The property forms part of an established residential area which contains a range of similar houses and the area is popular with both owner/occupiers and investors. Stanmore Road leads directly off Hagley Road (A456) providing ease of commuting by car or public transport to Birmingham City Centre which is within approximately two miles to the East.

Accommodation:
Ground Floor

Entrance Hall, Reception Hall, Front Reception Room: 4.24m x 3.95m, Rear Reception Room: 4.48m x 3.70m, Shower Room with glazed shower, wash basin and WC, Dining Room: 4.18m x 3.10m, Kitchen 3.1m x 2.25m

First Floor

Stairs and Landing, Bedroom One (double): 5.28m x 4.29m, Bedroom Two (double): 4.45 x 3.59m, Toilet with WC, Bathroom: 2.53m x 2.1m with bath and wash basin, Bedroom Three (double): 5.13m x 3.11m

Second Floor

Stairs and Landing, Bedroom Four (double): 5.46m x 4.43m, Bedroom Five (double): 3.72m x 3.53m

Outside:

Front: Partly paved foregarden with pedestrian side access

Rear: Yard and overgrown 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 boundaries.

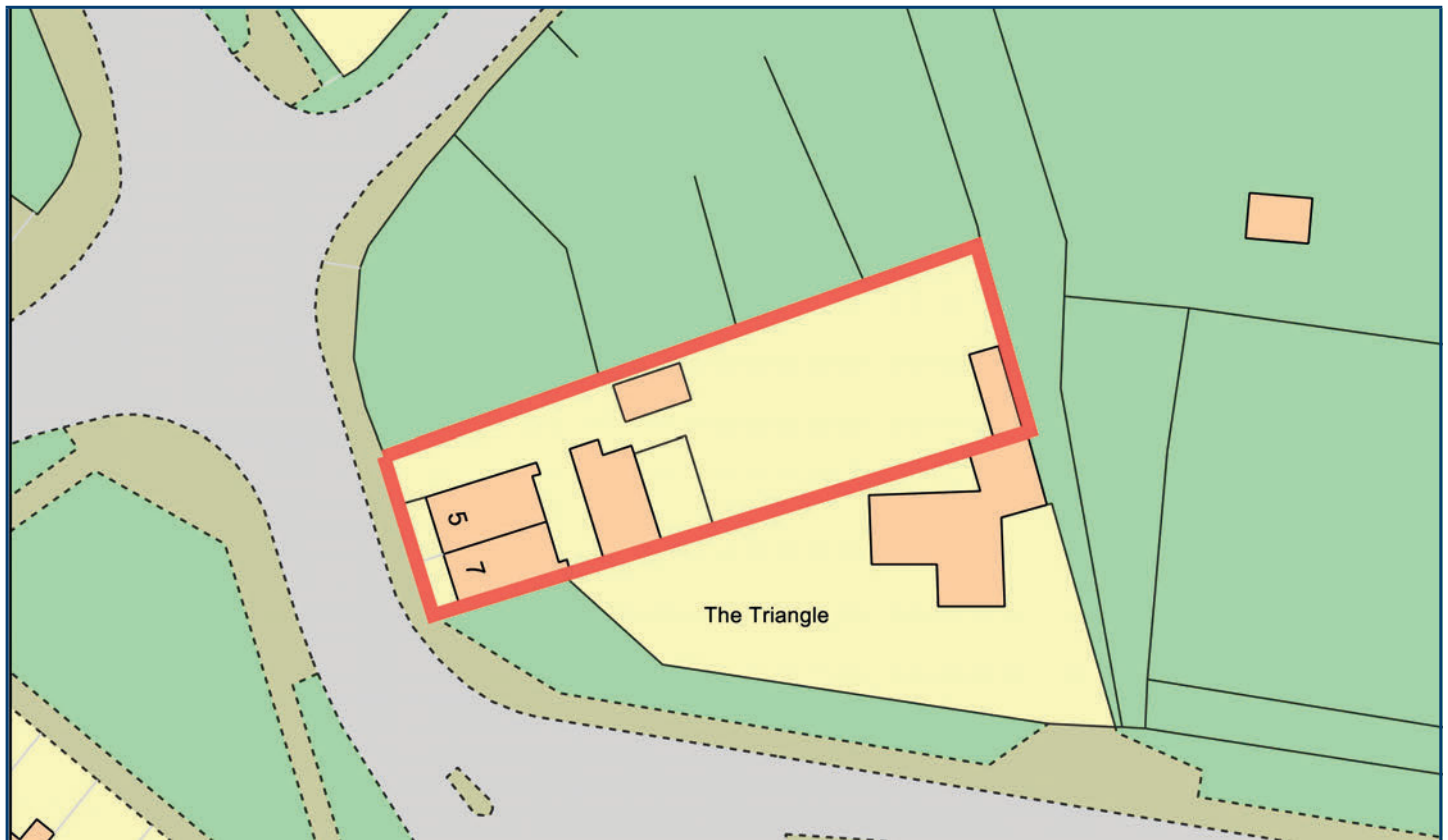


LOT 16

Freehold Development Site (Planning for Two Properties)

*Guide Price: £190,000 - £200,000 (+Fees)

5 & 7 Woodgate Lane, Quinton, Birmingham, West Midlands, B32 3QT



Property Description:

A freehold development site roughly rectangular in shape extending to approximately 0.15 acres (625 sq.mtrs) directly fronting Woodgate Lane. The property currently contains a pair of derelict semi-detached properties set back from the road behind walled foregardens with an adjacent driveway allowing access to the rear. The land has Planning Consent for the demolition of the existing pair of semi-detached houses and erection of two new dwelling houses with associated parking. The land is situated on Woodgate Lane close to the junctions with both Watery Lane and Clapgate Lane.

Planning:

Planning Consent was granted by Birmingham City Council (Ref: 2020/08471/PA) and dated the 26th of February 2021 for the demolition of the existing pair of semi-detached houses and erection of two new dwelling houses with associated parking

Proposed Accommodation:

Ground Floor:

Lounge, Kitchen/Dining Room, Stairs

First Floor:

3 Bedrooms and Bathroom

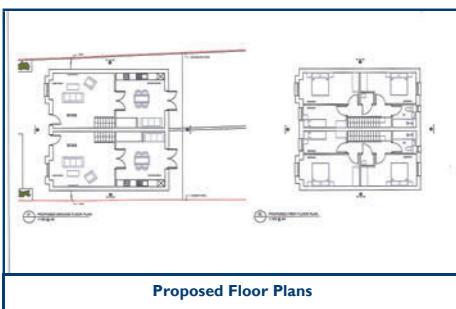
Outside:

Front: Driveway with Parking spaces

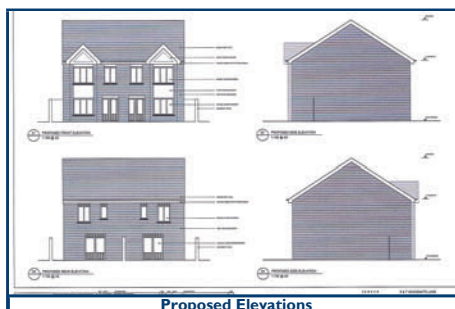
Rear: Lawned Garden.

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

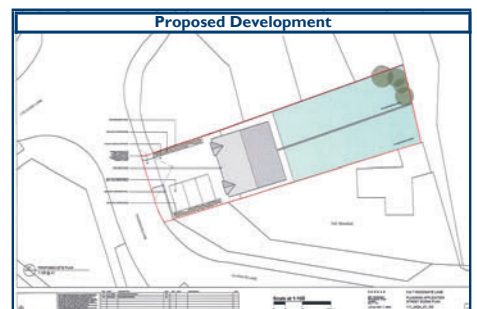
Viewings – Via Cottons – 0121 247 2233



Proposed Floor Plans



Proposed Elevations



Proposed Development

LOT 17**Freehold Vacant Three Storey Mid terraced House with Four Bedrooms**

*Guide Price: £170,000 - £185,000 (+Fees)

86 Lodge Road, West Bromwich, West Midlands, B70 8PL**Property Description:**

A substantial mid-terraced house of brick construction surmounted by a pitched tile clad roof set back from the road behind a small walled foregarden and situated close to the junction with Lodge Road and Izons Road conveniently within a quarter of a mile from West Bromwich Town Centre and approximately one mile from the M5 Motorway (Junction 1). The property provides well laid out accommodation benefitting from two reception rooms, two bath/shower rooms, Four bedrooms, UPVC double glazed windows and gas fired central heating

Accommodation:**Ground Floor**

Entrance Porch, Reception Hall, Front Reception Room: 3.75m x 3.70m, Rear Reception Room: 3.78m x 3.74m, Dining/Kitchen: 6.69m x 2.45m with extensive range of fitted units, Lobby, Wet Room having shower, wash basin and WC,

First Floor

Stairs and Landing, Bedroom 1 (Double): 4.8m x 3.72m, Bedroom 2 (Double): 3.86m x 3.79m, Bedroom 3 (Single): 2.48m x 2.16m, Bathroom with modern suite comprising bath with shower over, wash basin and WC

Second Floor

Bedroom 4/Loft Room: 4.79m x 4.2m plus 2.36m x 1.94m

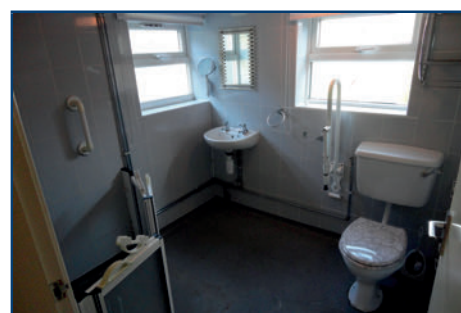
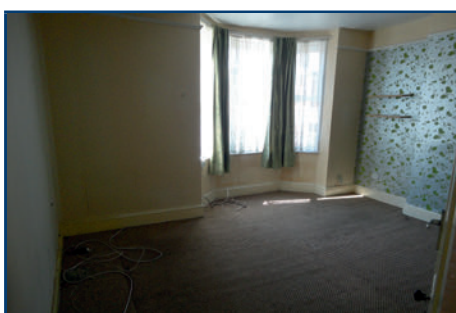
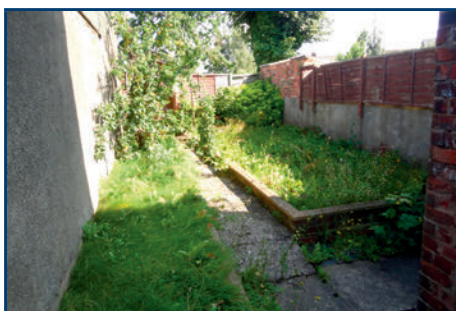
Outside:

Front: Walled foregarden

Rear: Yard and garden with rear pedestrian access.

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

Viewings – Via Cottons – 0121 247 2233



*Refer to Guide and Reserve Price Definitions on Inside Cover.

LOT 18

Leasehold Vacant Storage Units, Offices and Car Parking Spaces *Guide Price: £150,000 PLUS (+Fees)

By Instruction of the Administrators of Mar City Developments Limited

Units A, B, C, D & E, 90 New Hampton Lofts, Great Hampton Street, Birmingham, B18 6AH



Property Description:

An interesting opportunity to purchase three storage units, a reception office, meeting room, ancillary toilet accommodation and three parking spaces, located within the apartment development known as New Hampton Lofts, prominently situated at the Junction of Great Hampton Street and Hockley Street. The properties offer appeal to investors to let out the units on an individual basis or to owner-occupiers and there may be potential for re-development (subject to both Planning and Freeholders Consent) of the storage units which front directly onto Hockley Street.

The properties are centrally located to the northern side of the popular Jewellery Quarter and conveniently within half a mile from Birmingham City Centre.

Accommodation:

Ground Floor

Units A, B & C approached from the main car parking entrance off Hockley Street.

Storage Unit A: 78.54 sq m (845 sq ft) with access hatch and ladder down to Cellar.

Storage Unit B: 113.71 sq m (1,224 sq ft), with electric meter and water connections, Mezzanine Storage: 46.21 sq m (497 sq ft), Cloakroom with wc, Kitchen, Shower Room, Store Room 1: 7.52 sq m (80 sq ft), Store Room 2: 20.2 sq m (217 sq ft), Mezzanine Storage (2 Rooms): 38.83sq m (417sq ft), **Storage Unit C:** 74.99 sq m (807 sq ft), Units D & E approached from New Hampton Lofts main reception area.

Unit D (Reception Office): open Reception Area: 6.21 sq m (67 sq ft) with Store.

Reception Office: 12.96 sq m (139 sq ft), Kitchen: 4.14 sq m (44 sq ft).

Toilet Accommodation: with separate Male and Female toilets.

Unit E (Mezzanine Floor Meeting Room): 23.26 sq m (250 sq ft).

Car Parking spaces: Nos. 23 (Disabled), 153 & 154 contained within the main secure parking area.

Lease Term: All units A to E are held under one lease, Title No. WM892167 for a term of 999 years from 25th March 2006.

Ground Rent: One Peppercorn.

Service Charge: Refer to Legal Pack.

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

Viewings: Via Cottons - 0121 247 2233



UNIT E



UNIT D



UNIT A



UNIT B



UNIT C

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LOT 19

Woodside Barn (Barn 2),, Arley Hall Farm, Woodside, Old Arley, Warwickshire CV7 8GH



Property Description:

An opportunity to purchase a Barn Conversion Development Opportunity, occupying a rural location on the outskirts of the Warwickshire Village of Old Arley, pleasantly overlooking open countryside and woodland.

The property is accessed from a small no-through road, containing two other properties, which leads directly off Woodside, close to the junction with Oak Avenue and, whilst occupying a rural position, Arley is an ideal commuter village, being located approximately six miles to the west of Nuneaton, ten miles to the west of Coventry and approximately ten miles to the east of Birmingham, Solihull, the NEC and Birmingham Airport.

Planning:

Planning Consent was originally granted by North Warwickshire Borough Council (NWBC) for the subject property as part of a scheme contained within Application Ref: PARLOA/0693/99/FAP dated 8th December 1999 for conversion of three barns to form two dwellings and erect one new dwelling with the demolition of a farm house. We understand all elements contained within this consent have been developed and completed with the exception of the subject barn and, therefore, it is deemed that Planning Consent has been activated.

Variation of conditions for the subject barn were applied for and consented to by NWBC for conversion of the barn to form a dwelling without compliance of Condition No. 15 contained within the original Planning Consent and dated 23rd July 2004 (Ref: PARLOA/0707/2004/FAP. Under this

consent, architects drawings were submitted, Nos. 050401/1 and 050401/2 and approved for development.

Building Regulations, full plans and approval with conditions were passed by NWBC on 22nd November 2004, Ref: BARLOA/1303/2004/BFP.

The seller has provided correspondence from Severn Trent Water, dated 6th July 2000, providing a quotation for mains Water and Sewage connections and correspondence from NPower dated 18th June 2003 confirmed Gas supply is available to the subject property.

Prior to bidding all interested parties must satisfy themselves in respect of all matters relating to the current planning status/consent along with availability of mains services.

The aforementioned plans approved as part of the Planning Consent, detailed a detached barn conversion containing the following accommodation:

Proposed Accommodation

Ground Floor

Reception Hall, Lounge, Dining Room, Study, Bedroom Five, Cloakroom with wc, Family Room, Breakfast Room, Kitchen and Utility Room.

First Floor

Stairs and Landing, Bedroom One, with En-Suite Shower Room, Family Bath/Shower Room, Bedroom Two, Bedroom Three, Bedroom Four, with En-Suite Shower Room.

Outside:

Front: Parking and foregarden.

Rear: Large garden.

Total Site Area: 0.34 acres (1,375 sq.m) approx.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

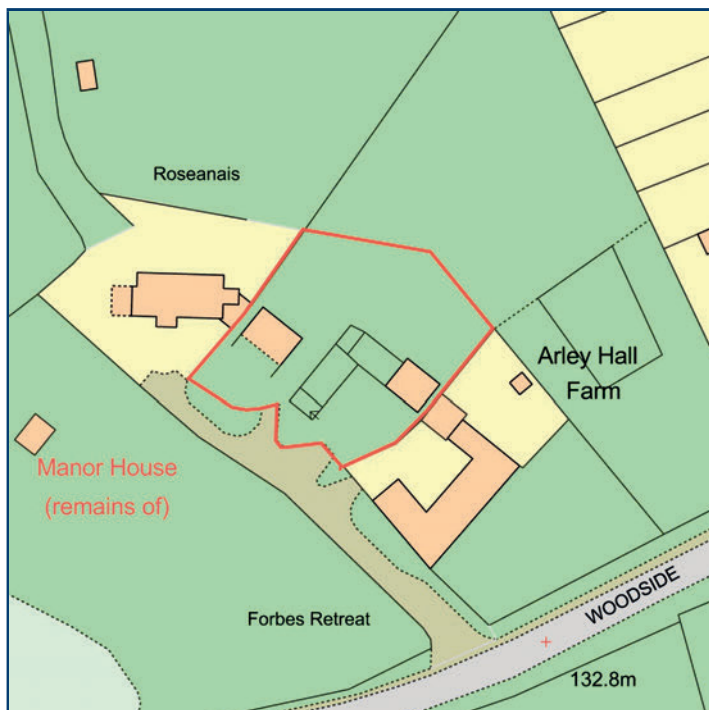
Via Cottons - 0121 247 2233



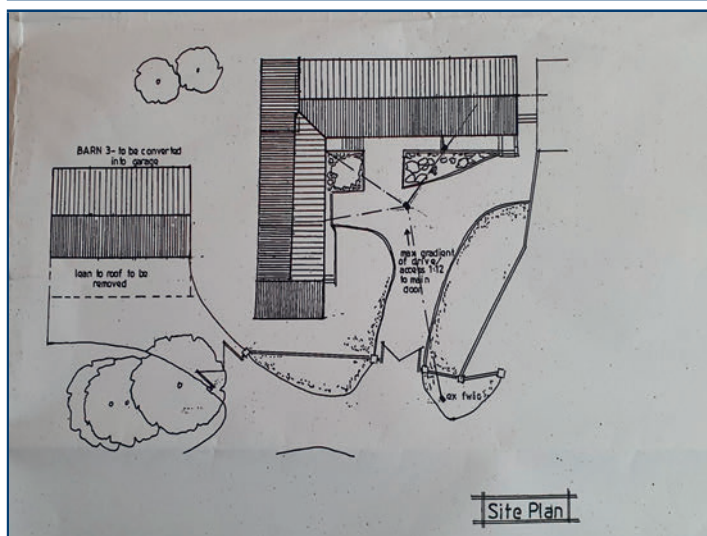
Shared Entrance from Woodside/Oak Avenue

Freehold Development Opportunity - Five Bedroom Barn Conversion

*Guide Price: £250,000 - £275,000 (+Fees)



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



LOT 20 Freehold Ground Rent Investment

*Guide Price: £9,000 - £12,000 (+Fees)

FGR,, 12 Howard Avenue, Bromsgrove, Worcestershire B61 8PP



Property Description:

A Freehold Ground Rent Investment secured upon a traditional semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof, set back behind a lawned foregarden and driveway.

Howard Avenue comprises of a cul-de-sac and forms part of a popular well regarded residential suburb, located approximately half a mile to the north west of Bromsgrove Town Centre.

Lease Information

The property is subject to a long lease for a term of 99 years from 24th June 1958 (approx. 36 years unexpired), at a Ground Rent of £15.50 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

LOT 21 Freehold Ground Rent Investment

*Guide Price: £500 - PLUS (+Fees)

Freehold Ground Rent, 3 Bilbury Close, Redditch, Worcestershire B97 5XN



Property Description:

A Freehold Ground Rent Investment secured upon a modern end terraced house of two-storey brick construction, with pitched tile clad roof, set back behind a tarmac forecourt providing off road car parking.

The property is within a cul-de-sac and Bilbury Close forms part of an established residential estate located two miles to the south of Redditch Town Centre.

Lease Information

The property is subject to a long lease for a term of 999 years from 25/12/1982 until 24/12/2981, at an escalating ground rent, currently £57 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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LOT 22

Two Freehold Ground Rent Investments in Rugeley, Staffs

*Guide Price: £9,000 - £12,000 (+Fees)

FGRs, 7 Daywell Rise,, WS15 2TN & 2 Finches Hill, Rugeley, Staffordshire WS15 2RE

Property Description:

A pair of Freehold Ground Rent Investments secured upon modern semi-detached house located in Daywell Rise, which is privately set back behind a foregarden and garage and a modern detached bungalow in Finches Hill, located in a cul-de-sac, set back behind a lawned foregarden and long driveway.

Both properties are located approx. one mile to the north west of Rugeley Town Centre, close to Cannock Chase, an area of outstanding natural beauty.

Lease Information:

7 Daywell Rise: The property is subject to a long lease for a term of 99 years from 25th March 1967 (less than 45 years unexpired), at a Ground Rent of £21 per annum.

2 Finches Hill: The property is subject to a long lease for a term of 99 years from 25th March 1968 (less than 46 years unexpired), at a Ground Rent of £20 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



2 Finches hill



7 Daywell Rise

LOT 23

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £138,000 - £144,000 (+Fees)

34 Goscote Road, Pelsall, Walsall, West Midlands WS3 4LE

Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and benefitting from three bedrooms, UPVC double glazed windows and external doors, gas-fire central heating, modern kitchen fittings, off road parking and large rear garden. Goscote Road forms part of an established residential area and leads via Allens Lane, off Walsall Road (A4154) and is conveniently located approximately three quarters of a mile to the south of Pelsall Village Centre and approximately three miles to the north of Walsall Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge: 4.10m x 3.41m, Dining Room: 3.58m x 3.23m, Kitchen: 4.97m x 1.7m with range of modern fitted units, Rear Entrance Hall, Cloakroom with wc and wash basin.

First Floor

Stairs and Landing, Bedroom One (Double): 3.43m x 3.15m, Bedroom Two (Double): 3.57m x 3.26m, Bedroom Three (Single): 2.36m x 1.69, Bathroom with panel bath, having shower over, pedestal wash basin and wc.

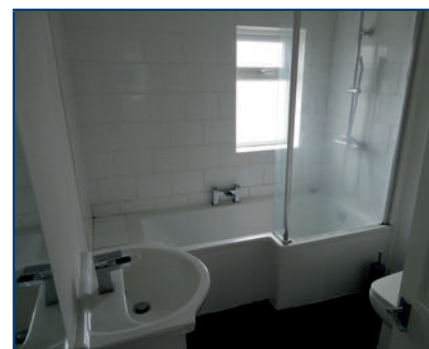
Outside:

Front: Lawned foregarden, shared driveway access to rear.

Rear: Hardstanding providing off-road parking and potential for the erection of a garage, paved patio and a long predominantly lawned garden.

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

Viewings: Available at www.cottons.co.uk



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

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LOT 24

Freehold Development Site (Outline Planning for Twelve Apartments)

*Guide Price: £70,000 - £80,000 (+Fees)

Former Royal Navy Association Club, 232A-233 Court Street, Tonypany, CF40 2RF

Property Description:

A parcel of freehold land extending to a site area of approximately 0.18 acres (709 sq.mtrs). The site is currently overgrown however benefits from having outline planning for a proposed residential development containing 12 apartments. The former Royal Naval Club is located on the corner of Court Street close to the junction with Chapel Street. The site is situated with a mixed residential and commercial catchment area within Tonypany located to the North West of Cardiff in South Wales.

Planning:

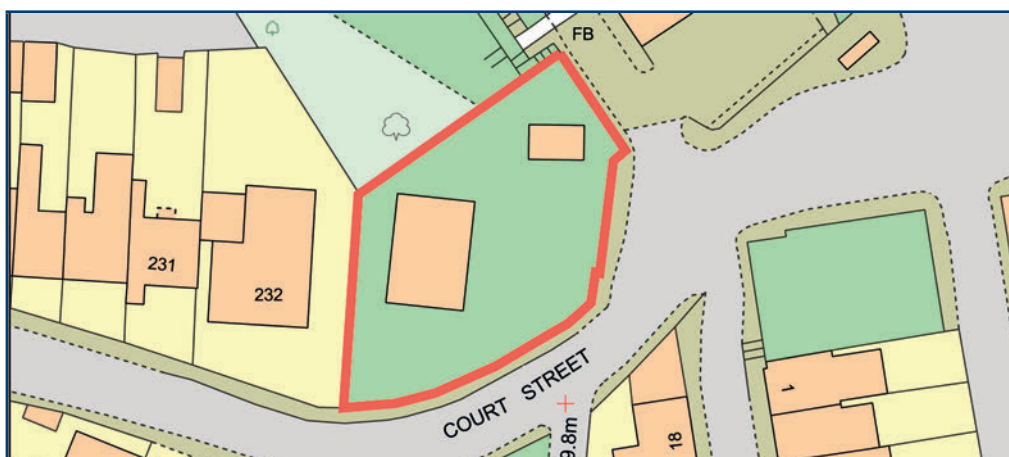
Outline Planning was granted by Rhondda Cynon Taf Council Borough Council (Ref: 17/1096/13) dated the 24th of July 2019, for a proposed residential development comprising of 12 apartments,

Legal Documents: -

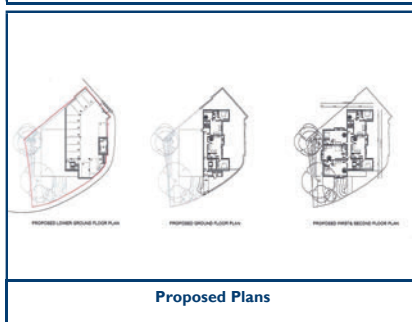
Available at www.cottons.co.uk

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



Proposed Plans



LOT 25
Freehold Vacant Garage Yard (Planning Consent for Two Houses)

*Guide Price: £145,000 - £155,000 (+Fees)

Garage Yard 3 Arbury Avenue, Longford, Coventry, West Midlands, CV6 6FB


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

Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of approximately something 0.15 acres (625 sq.mtrs) and comprising of a former lock-up garage yard containing 17 garages accessed via a private driveway. The site has planning permission granted for the demolition of the existing garages and erection of two dwelling houses. Arbury Avenue is set in an established residential area located off Foleshill Road.

First Floor

3 Bedrooms and Bathroom

Outside:

 Front - Parking
 Rear - Garden

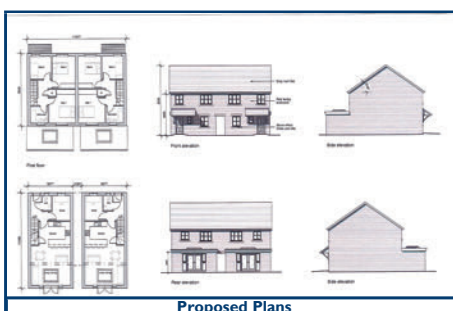
Legal Documents – Available at
www.cottons.co.uk
Viewings – Via Cottons – 0121 247 2233

Entrance to site


Planning:

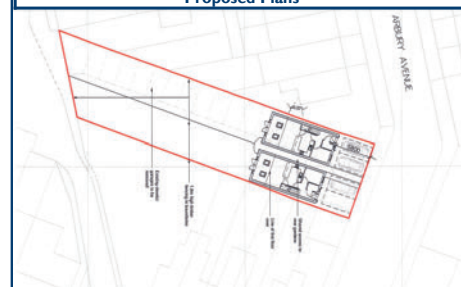
Planning Consent was granted by Coventry City Council (Ref: S73/2021/0721) for the demolition of the existing garages and erection of two dwelling houses dated the 20th of December 2019

Proposed Accommodation:
Ground Floor

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


Proposed Plans

Proposed Plans



LOT 26

Freehold Land (0.14 acres)
*Guide Price: £8,000 - £12,000 (+Fees)

Land to Rear of, 1-5 Mavor Drive, Bedworth, Warwickshire CV12 0HH

Property Description:

A parcel of freehold land which has been cleared and extending to an area of approximately 0.14 acres (583 sq m) with pedestrian access of both Mavor Drive and Newcomen Road.

The site may be suitable for a variety of uses however all interested parties must satisfy themselves in full with any proposals they have with Nuneaton and Bedworth Council prior to bidding.

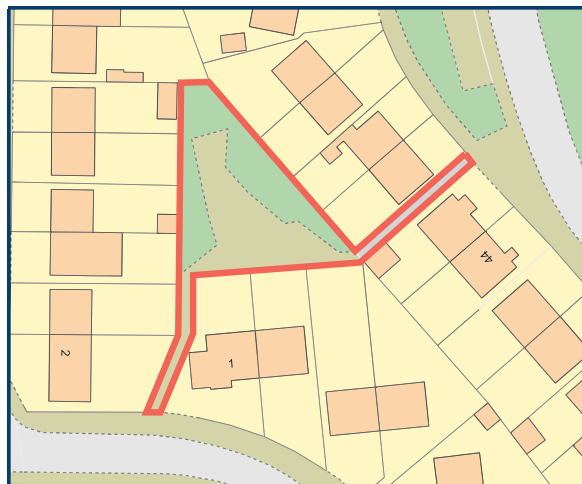
The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and a half miles distance to the south west of Bedworth Town Centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 27

Leasehold Investment (Ground Floor Maisonette)
*Guide Price: £60,000 - £65,000 (+Fees)

57 Hollywell Street, Bilston, West Midlands WV14 9HY

Property Description:

A ground floor 1 bedroom maisonette situated in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Hollywell Street is located off Gorge Road which in turn is found off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy Agreement and producing a rental of £326 pcm (£3,912 pa)

Accommodation:

Ground Floor

Entrance Hallway, Lounge (4.15 x 3.35m), Kitchen (2.76 x 2.34m), Bedroom (5.26 x 2.84m)

Shower Room having shower, wash basin and WC (2.46 x 1.73m)

Outside:

Front: Lawned foregarden

Rear: Lawned garden

Leasehold Information:

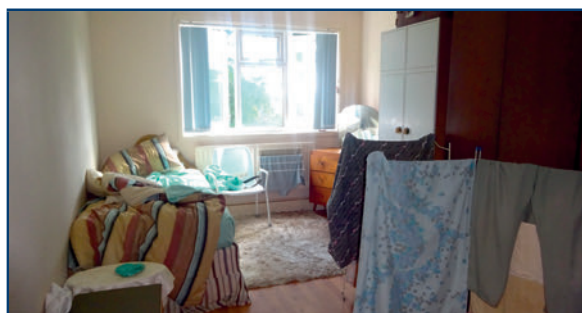
Term: 125 years from 20 March 2000

Rent: £10

Service Charge: Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



LOT 28**Freehold Vacant Three Bedroom Semi-Detached House**

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

54 Newton Gardens, Great Barr, Birmingham, West Midlands, B43 5DY**Property Description:**

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and tarmac covered driveway giving access to garage. The property benefits from UPVC double glazing, gas fired central heating. The property has been re-decorated throughout however flooring/carpets are required. The property may provide further scope for extension works to the side or rear. Newton Gardens is located off Bowstoke Road which in turn is found off Newton Road (A4041)

Outside:

Front: Lawned foregarden and tarmac covered driveway giving access to garage

Rear: Patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

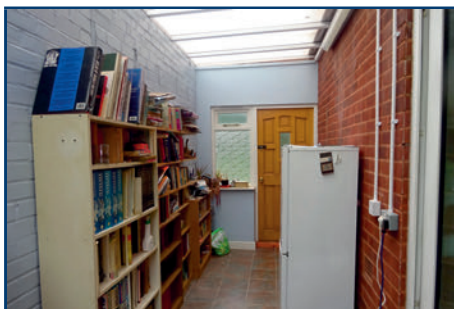
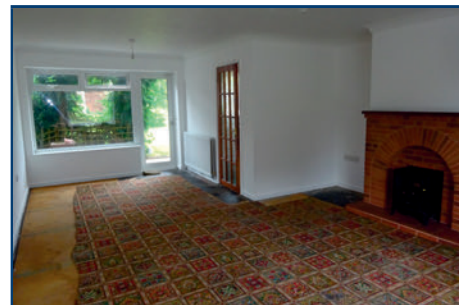
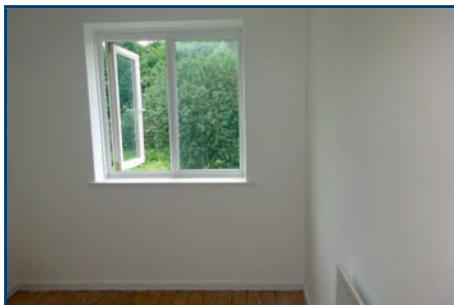
(All measurements are maximum length & width)

Ground Floor

Entrance Hallway, L-shaped Lounge (2.27 x 4.54m), Kitchen (2.59 x 2.47m), Lean-to (5.40 x 1.78m), Garage (5.49 x 2.32m), Stairs

First Floor

Bedroom 1 (3.65 x 3.02m), Bedroom 2 (2.61 x 2.38m), Bedroom 3 (3.53 x 3.03m), Bathroom having panelled bath with electric shower over, wash basin and WC (2.59 x 2.36m)



LOT 29

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £139,000 - £146,000 (+Fees)

19 Tresham Road, Kingstanding, Birmingham, B44 9UB



Property Description:

A traditional semi detached house of two- storey brick construction, surmounted by a hipped tile clad roof, occupying a large corner plot at the junction with Atlantic Road.

The property is offered in a presentable condition benefitting from replacement kitchen units and bathroom fittings, UPVC double glazed windows and external doors, gas fired central heating and side garden providing potential for future extension (Subject to Planning Consent) and off-road car parking.

Tresham Road forms part of an established residential area and is located directly off Kingstanding Road (B4138) conveniently within half a mile to the south of Kingstanding Shopping Centre and approximately five miles to the north of Birmingham City Centre.

Accommodation:

Ground Floor

Covered Entrance, Reception Hall, Living Room: 3.36m x 3.2m max, Open Plan Dining Kitchen: 5.16m x 3.02m with range of modern fitted units.

First Floor

Stairs and Landing, Bedroom One (Double): 3.50m x 3.19m, Bedroom Two (Double): 3.25m x 3.03m, Bedroom Three/Box Room: 2.02m x 1.83m and Bathroom with modern suite comprising of panel bath with shower over, pedestal wash basin and wc.

Outside:

Front: Lawned foregarden, lawned side garden with potential for off road parking,

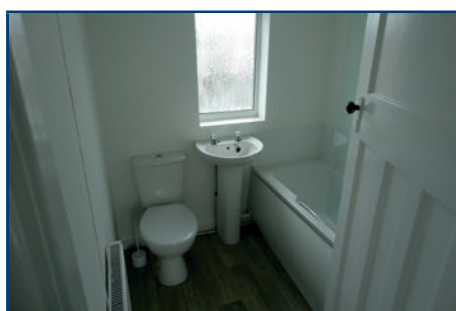
Rear: Lawned garden with side pedestrian access, brick stores with wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30
Freehold Investment (Mid-Terraced Property)

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

51 Garwood Road, Yardley, Birmingham, West Midlands B26 2AN
Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition. Garwood Road is located off Queens Road which in turn is found off Church Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £600 pcm (££7,200 per annum)

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (3.68 x 4.07m), Kitchen/Diner: (2.63 x 5.07m), Stairs

First Floor

Landing, Bedroom 1: (3.12 x 5.67m), Bedroom 2: (3.29 x 3.03m), Bathroom having panelled bath with shower over, wash basin and WC: (2.33 x 2.57m)

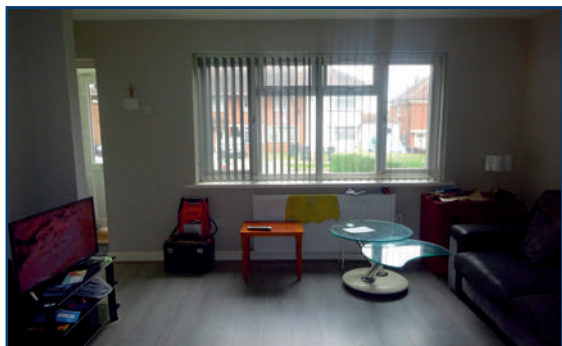
Outside:

Front: Lawned foregarden

Rear: Lawned garden with side access

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

Viewings – Via Cottons – 0121 247 2233


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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 31

Freehold Investment - Five Bedroom Semi-Detached House
*Guide Price: £70,000 - £78,000 (+Fees)

39 Rowley Close, Hednesford, Cannock, Staffordshire, WS12 4ET



Property Description:

A semi-detached House of non-traditional "Cornish" style construction having tile clad first floor elevation and roof, set back from the road behind a lawned foregarden and providing well laid out accommodation which has been extended to the rear and benefitting from five bedrooms, two bath/shower rooms, gas-fired central heating and UPVC double glazed windows.

Rowley Close is located off Bradbury Lane, which forms part of a predominantly residential area and is located approximately two and a half miles to the north east of Cannock Town Centre and close to the edge of Cannock Chase, which is designated as an area of outstanding natural beauty.

The property is currently let on an Assured Tenancy at a rental of £90 per week (£4,680 per annum), the tenants having been in occupation since 1998.

Accommodation:

Ground Floor

Entrance Hall, Toilet with wc, Lounge: 5.37m x 3.11m, Full Width Dining Kitchen: 6.54m x 2.85m, Bedroom Five (Double): 3.74m x 3.52m, En-Suite Wet Room with shower, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double): 3.67m x 3.03m, Bedroom Two (Single): 3.01m x 2.74m (max.), Bedroom Three (Single): 3.58m x 1.85m, Bedroom Four (Double): 2.88m x 2.68m (min.), Bathroom with panel bath, pedestal wash basin and wc.

Outside:

Front: Lawned foregarden.

Rear: Paved yard and lawned garden.

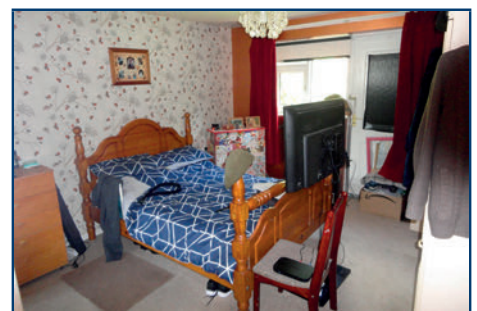
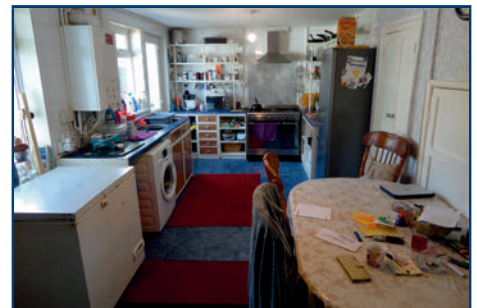
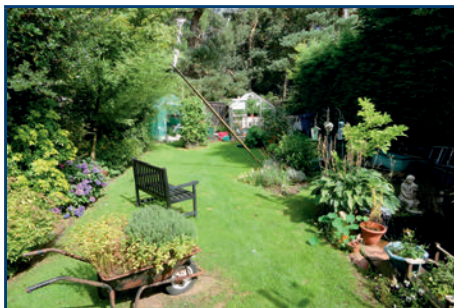
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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Chartered Surveyors Est 1919



LOT 32
Freehold Investment - Four Bedroom Semi- Detached House

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

53 Rowley Close, Hednesford, Cannock, Staffordshire, WS12 4ET

Property Description:

A semi-detached house of non-traditional "Cornish" style construction, having tile clad first floor elevation and roof, set back from the road behind a lawned foregarden and providing well laid out accommodation benefitting from four bedrooms, gas-fired central heating, UPVC double glazed windows and modern fitted kitchen units.

Rowley Close is located off Bradbury Lane which forms part of a predominantly residential area and is located approximately two and a half miles to the north east of Cannock Town Centre and close to the edge of Cannock Chase, which has been designated as an area of outstanding natural beauty.

The property is currently let on an Assured Shorthold Tenancy at a rental of £575 per calendar month (£6,900 per annum).

Accommodation:
Ground Floor

Entrance Hall, Cloakroom with wc, Lounge: 5.38m x 3.04m, Dining Kitchen: 4.04m x 2.89m with range of modern fitted units, Utility Room: 2.95m x 2.36m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.68m x 3.06m, Bedroom Two (Single): 3.02m x 2.8m (max.), Bedroom Three (Single): 4.02m x 1.83m, Bedroom Four (Double): 2.92m x 2.69m (min.), Bathroom with panel bath having shower over, pedestal wash basin and wc.

Outside:

Front: Lawned foregarden.

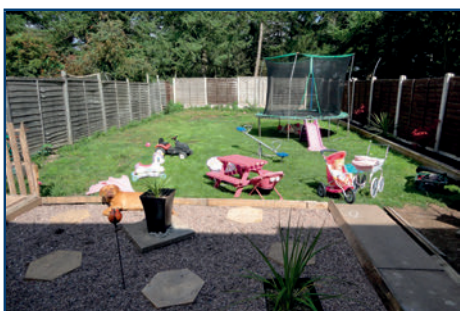
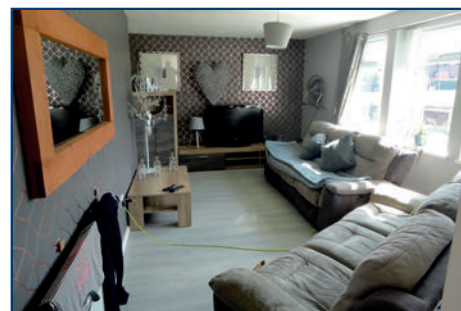
Rear: Yard and lawned garden with pedestrian side access.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



<p>Energy performance certificate (EPC) - Final as energy certificate - 0019-006...</p> <p>Page 1 of 1</p> <p>Energy performance certificate (EPC)</p> <p>2, Cradley Road DUXLEY DY2 9RB</p> <p>Energy rating: D Valid until: September 2030</p> <p>Property type: A1/A2 Retail and Financial/Professional services Total floor area: 44 square metres</p> <p>Rules on letting this property</p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord must get a certificate for the property or energy rating, unless an exemption has been registered.</p> <p>From 1 April 2021, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p>You can read guidance for landlords on the regulations and exemptions.</p> <p>https://find-energy-certificate.digital.communities.gov.uk/energy-certificate/0019-006-0206... 3/19821</p>	<p>Energy performance certificate (EPC) - Final as energy certificate - 0019-006...</p> <p>Page 1 of 1</p> <p>Energy performance certificate (EPC)</p> <p>1st, Birmingham Birmingham, England B1 1AA</p> <p>Energy rating: D Valid until: September 2030</p> <p>Property type: A1/A2 Retail and Financial/Professional services Total floor area: 170 square metres</p> <p>Rules on letting this property</p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord must get a certificate for the property or energy rating, unless an exemption has been registered.</p> <p>From 1 April 2021, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p>You can read guidance for landlords on the regulations and exemptions.</p> <p>https://find-energy-certificate.digital.communities.gov.uk/energy-certificate/0019-006-0206... 25/19821</p>	<p>Energy performance certificate (EPC) - Final as energy certificate - 0019-006...</p> <p>Page 1 of 1</p> <p>Energy performance certificate (EPC)</p> <p>1st, Birmingham Birmingham, England B1 1AA</p> <p>Energy rating: D Valid until: September 2030</p> <p>Property type: A1/A2 Retail and Financial/Professional services Total floor area: 60 square metres</p> <p>Rules on letting this property</p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord must get a certificate for the property or energy rating, unless an exemption has been registered.</p> <p>From 1 April 2021, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p>You can read guidance for landlords on the regulations and exemptions.</p> <p>https://find-energy-certificate.digital.communities.gov.uk/energy-certificate/0019-006-0206... 00/1971</p>	<p>Energy performance certificate (EPC) - Final as energy certificate - 0019-006...</p> <p>Page 1 of 1</p> <p>Energy performance certificate (EPC)</p> <p>1st, Birmingham Birmingham, England B1 1AA</p> <p>Energy rating: C Valid until: September 2030</p> <p>Property type: B1 Offices and Workshops or Business premises Total floor area: 481 square metres</p> <p>Rules on letting this property</p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord must get a certificate for the property or energy rating, unless an exemption has been registered.</p> <p>From 1 April 2021, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p>You can read guidance for landlords on the regulations and exemptions.</p> <p>https://find-energy-certificate.digital.communities.gov.uk/energy-certificate/0019-006-0206... 04/19821</p>	<p>Energy performance certificate (EPC) - Final as energy certificate - 0019-006...</p> <p>Page 1 of 1</p> <p>Energy performance certificate (EPC)</p> <p>1st, Birmingham Birmingham, England B1 1AA</p> <p>Energy rating: E Valid until: September 2030</p> <p>Property type: A1/A2 Retail and Financial/Professional services Total floor area: 462 square metres</p> <p>Rules on letting this property</p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord must get a certificate for the property or energy rating, unless an exemption has been registered.</p> <p>From 1 April 2021, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p>You can read guidance for landlords on the regulations and exemptions.</p> <p>https://find-energy-certificate.digital.communities.gov.uk/energy-certificate/0019-006-0206... 13/19821</p>
LOT 2	LOT 8	LOT 9	LOT 11	LOT 18

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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**

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

(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.

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 disappplied 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:

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