

28TH OCTOBER 2021

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 28TH OCTOBER 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 **£1,250** (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 enquires 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 38 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, Black Country Housing Group, LPA Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

Lot No.	Address	Tenure
1	246 Heather Road, Small Heath, Birmingham, B10 9BD	Freehold Vacant Residential
2	6 Ogley Drive, Sutton Coldfield, West Midlands B75 7JZ	Freehold Vacant Residential
3	Land Rear Of 6-12 Hartington Road, Lozells, Birmingham, B19 1RW	Freehold Land
4	Land South West Of High House Drive, Lickey, Birmingham, B45 8ET	Freehold Land
5	42 Leafield Gardens, Halesowen, West Midlands B62 8LX	Leasehold Vacant Residential
6	7 & 7a Station Road, Hednesford, Cannock, Staffordshire WS12 4DH	Freehold Commercial Investment
7	32 Woodgate Gardens, Woodgate, Birmingham, B32 3UW	Freehold Vacant Residential
8	236 Montague Road, Smethwick, West Midlands B66 4PJ	Freehold Vacant Residential
9	51 Withy Hill Road, Sutton Coldfield, West Midlands B75 6HR	Freehold Vacant Residential
10	19 Beaumont Drive, Harborne, Birmingham, B17 0QQ	Freehold Vacant Residential
11	101 The Hemisphere, 15 The Boulevard, Edgbaston, Birmingham, B5 7SU	Leasehold Residential Investment
12	79 Shard End Crescent, Birmingham, B34 7AE	Freehold Vacant Residential
13	53 Woodville Road, Harborne, Birmingham, B17 9AR	Freehold Vacant Residential
14	59 & 61 Frederick Road, Selly Oak, Birmingham, B29 6NX	Freehold Vacant Residential
15	Unit 8 Vernon Road, Halesowen, West Midlands B62 8HN	Freehold Vacant Commercial
16	23 High Street, Rothwell, Kettering, Northamptonshire NN14 6BQ	Freehold Commercial Investment
17	26 High Street, Rothwell, Kettering, Northamptonshire NN14 6BQ	Freehold Commercial Investment
18	393-395 Washwood Heath Road, Birmingham, B8 2XE	Freehold Vacant Commercial & Yard
19	1273 Bristol Road South, Northfield, Birmingham, B31 2SP	Freehold Commercial Investment
20	FGR 171 Chester Road, Streetly, Sutton Coldfield, B74 3NE	Freehold Ground Rent
21	FGR 191 Chester Road, Streetly, Sutton Coldfield, B74 3NE	Freehold Ground Rent
22	FGR 25 Thorney Road, Sutton Coldfield, West Midlands B74 3HT	Freehold Ground Rent
23	FGR 85 Bridle Lane, Sutton Coldfield, West Midlands B74 3QE	Freehold Ground Rent
24	FGR 59 Peplins Way, Kings Norton, Birmingham, B30 3NJ	Freehold Ground Rent
25	Land Adj 4 Gilson Road, Coleshill, Birmingham, B46 1LJ	Freehold Land
26	Land Lying To The West Of Bentley Mill Lane, Walsall,	Freehold Land
27	Land To The North Western Side Of A43, Towcester	Freehold Land
28	57 Hollywell Street, Bilston, West Midlands WV14 9HY	Leasehold Residential Investment
29	14 Higgins Avenue, Bilston, West Midlands WV14 8QW	Freehold Vacant Residential
30	32 Minton Road, Harborne, Birmingham, B32 2XE	Freehold Vacant Residential & Bldg Plot
31	54 Newton Gardens, Great Barr, Birmingham, B43 5DY	Freehold Vacant Residential
32	4 Shelton Lane, Halesowen, West Midlands B63 2XE	Freehold Vacant Residential & Yard
33	41 & 41a High Street, Kinver, Stourbridge, West Midlands DY7 6HF	Freehold Vacant Commercial
34	6 Westthorpe Grove, Hockley, Birmingham, B19 3DA	Leasehold Residential Investment
35	10a Westthorpe Grove, Hockley, Birmingham, B19 3DA	Leasehold Residential Investment
36	64 Coppice Drive, Dordon, Tamworth, Staffordshire B78 1QZ	Freehold Vacant Residential
37	6 Albert Street, Lye, Stourbridge, West Midlands DY9 8AG	Freehold Vacant Residential
38	16 Oval Road, Tipton, West Midlands DY4 9RU	Freehold Vacant Residential

Auctioneers:

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

Valuers:

Ian M. Axon ANAVA,
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.

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 £1,250, which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 5.30 pm on Tuesday 26th October 2021 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 Thursday 28th October 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 authorised proxy bid in order to secure a purchase.

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

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

REGISTRATION

We offer a remote bidding services as follows:

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

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

ACCEPT TERMS

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

BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1250 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.

CLOSING DATE 19TH NOVEMBER 2021

Cottons
 CHARTERED SURVEYORS

**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 £1250 (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

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

AUCTION OFFER SHEET

LOT No

PROPERTY ADDRESS:
OFFER PRICE:

CASH: £:

MORTGAGE:

PURCHASER DETAILS:

NAME:

COMPANY NAME:

ADDRESS:

POSTCODE:

EMAIL:

TEL:

MOBILE:

SOLICITORS DETAILS:

NAME:

COMPANY:

POSTCODE:

EMAIL:

OFFERS ACCEPTED PRIOR TO AUCTION

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

PLEASE TICK THE BOXES TO CONFIRM THAT YOU HAVE:

1. VIEWED THE PROPERTY YOU ARE MAKING AN OFFER FOR

2. INSPECTED THE LEGAL DOCUMENTS RELATING TO THE PROPERTY YOU ARE MAKING YOUR OFFER FOR

1. A 10% deposit must be payable by cleared funds eg: Bankers Draft, Debit Card and you must be in a position to exchange contracts prior to the auction.
Please note that we accept Visa and Mastercard Personal Debit Cards.
Personal Credit Cards are **NOT** accepted.
Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
All Cards must be Chip & Pin enabled
2. You will also be required to pay the buyers administration fee of £1,250 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**

Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

WEDNESDAY 15 DECEMBER 2021

WE REQUIRE:

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

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

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

CLOSING DATE FOR ENTRIES:

FRIDAY 19 NOVEMBER 2021

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

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

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £1,250 (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).

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• 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 Three Bedroom House *Guide Price: £125,000 - £135,000 (+Fees)

246 Heather Road, Small Heath, Birmingham, West Midlands B10 9BD

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof set back from road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating, the property further benefits from having a newly installed kitchen however the rest of the property does require modernisation and improvement. The property is located on Heather Road within the junctions of both Hobmoor Road and Somerville Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge (3.40x2.64m), Dining Room (3.72x3.61m), Kitchen (3.62x2.12m),

Shower room having no fittings (2.14x1.78m), Store Room and WC, Stairs

First Floor

Bedroom 1 (3.43x4.15m), Bedroom 2 (3.72x3.24m), Bedroom 3 (3.50x2.14m).

Outside:

Front: Walled foregarden
Rear: Garden

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 2
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £160,000 - £168,000 (+Fees)

6 Ogley Drive, Sutton Coldfield, West Midlands B75 7JZ
Property Description:

A semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and benefitting from three bedrooms, part gas-fired central heating but requiring refurbishment and modernisation throughout. The property provides scope for the provision of off-road car parking and potential for extension to the side or rear.

Ogley Drive comprises of a cul-de-sac leading off Churchill Road which leads via Fairfax Road, off Reddicap Heath Road and forms part of an established residential estate located approximately two and a half miles to the east of Sutton Coldfield Town Centre.

Accommodation:
Ground Floor

Reception Hall, Lounge: 4.39m x 3.72m (max.), Kitchen: 3.01m x 2.51m with Pantry, Dining Room: 3.14m x 3.01m.

First Floor

Stairs and Landing, Bedroom One (Double): 4.05m x 3.14m, Bedroom Two (Double): 3.77m x 3.02m, Bedroom Three (Single): 2.97m x 2.5m, Bathroom: with panel bath having shower over, wash basin and wc.

Outside:

Front: Lawned foregarden and pedestrian side access to rear.

Rear: Covered side entrance, brick workshop, store and wc, lawned garden.

Legal Documents:

Available at www.cottons.co.uk.

NRT
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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 3

Freehold Vacant Yard with Potential
*Guide Price: £20,000 - PLUS (+Fees)

Land rear of 6 - 12 Hartington Road, Lozells, Birmingham, B19 1RW

Property Description:

A parcel of Freehold land used previously as a storage yard, rectangular in shape, and situated to the rear of Nos. 6-12 Hartington Road. The yard extends to an area of 216 sq m and is partly of concrete hard-standing and contains some dilapidated buildings/workshops. The yard is located adjacent to a service yard/driveway which leads directly off Hartington Road, however all bidders should be aware that the seller's legal representatives are not aware of any legal rights of access serving the yard.

The yard forms part of an established mixed used area predominantly containing a range of traditional housing and is located a short distance from Lozells Road (B4144) which

contains a wide range of retail shops, restaurants and services. Lozells Road leads directly off Birchfield Road (A34) and is located approximately one and a half miles to the north of Birmingham City Centre.

Planning:

We understand the land has been previously used as a yard and all interested parties should check the current planning status and discuss any proposals which they may have with the Local Planning Department at Birmingham City Council, prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External only.



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



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LOT 4

Freehold Vacant Land & Building in Sought After Location - 1.09 Acres
*Guide Price: £140,000 - £150,000 (+Fees)

Land South West of High House Drive, Lickey, Worcestershire, B45 8ET



Property Description:

A parcel of Freehold land containing an agricultural building, formerly used as a Piggery, extending to an area of approximately 1.09 acres.

The land is predominantly pasture and accessed by way of a private gravelled driveway leading off High House Drive, which comprises of a private residential road, located directly off Old Birmingham Road (B4096).

The land is located in the village of Lickey, the borders of the Lickey Hill Country Park and within approximately two miles from the M42 and M5 Motorways and within less than 10 miles to the south west of Birmingham City Centre.

Accommodation:

Agricultural building/former Piggery of brick construction with sheeted roof, extending to an area of approximately 205 sq m (2,210 sq ft).

Total Site Area: 1.09 acres

Note: The plan contained in these details is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries and any changes may subsequently change the quoted site area.

Planning:

The existing building may provide scope for change of use of an Agricultural building and the site has been registered with Bromsgrove District Council by the seller, allocating number 157, under the 'Call for Sites' process. All interested parties should satisfy themselves of the potential for change of use/redevelopment by contacting the Local Planning Department at Bromsgrove District Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



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

LOT 5

Long Leasehold (992 years) Vacant 3 Bedroom Maisonette & Garage *Guide Price: £90,000 - £98,000 (+Fees)

42 Leafield Gardens, Halesowen, West Midlands B62 8LX

Property Description:

A well laid out ground floor maisonette forming part of a two-storey development and benefitting from three bedrooms, gas-fired central heating, UPVC double glazed windows, rear garden and lock-up garage in an adjacent block but requires some modernisation and cosmetic improvement.

The property is situated in a cul-de-sac located to the southern section of Leafield Gardens and forms part of a predominantly residential area. Leafield Gardens leads off Hope Street, conveniently within approximately half a mile to the south of Blackheath Town Centre and two miles to the north of Halesowen Town Centre.

Accommodation:

Ground Floor

Covered Entrance, Reception Hall, Kitchen: 3.04m x 2.23m, Lounge: 4.55m x 3.83m, Bedroom One (Double): 4.55m x 2.74m, Bedroom Two (Single): 2.88m x 2.11m, Bedroom Three (Single): 2.88m x 2.11m (max.), Bathroom having panel bath with electric shower over, pedestal wash basin and wc.

Outside:

Front: A lock-up garage is situated in a block opposite the subject property, Foregarden, pedestrian right of way to rear.

Rear: Enclosed rear garden.

Leasehold Information:

Lease Term: 999 years from 1st January 2015.

Ground Rent: One Peppercorn.

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



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OFFERS

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

All offers are to be submitted in writing, this can be emailed to us at auctions@cottons.co.uk

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

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

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

LOT 6

Freehold Investment Opportunity - 2 Shops & 3 Bedroom Flat (£18,900 pa)
*Guide Price: £170,000 - £185,000 (+Fees)

7 & 7A Station Road, Hednesford, Cannock, Staffordshire, WS12 4DN



Property Description:

A valuable freehold investment opportunity comprising of a substantial semi-detached premises of two storey brick construction with a pitched tile clad roof and containing two ground floor retail shops currently trading as a hairdressing salon and barbers shop along with a large presentable three bedroom flat to the first floor which benefits from mostly double glazed windows and gas fired central heating.

The property is situated directly fronting Station Road opposite Hednesford Medical Centre and close to the traffic roundabout junction with Market Street and Cannock Road. Hednesford is a popular and established commuter town and the property is located on the edge of Hednesford town centre, close to Hills Local Nature Reserve and within less than one mile from Cannock Chase Area of Outstanding Natural Beauty and two miles to the north of Cannock Town Centre.

Tenancy Information:

7 Station Road:

Let as a Hairdressing Salon currently trading as Quill's Hair and Beauty on a Lease for a Term of 7 years which expired on the 30th of June 2021 and is currently holding over at a rental of £575 pcm (£6,900 per annum)

7A Station Road:

Let as a Barber Shop currently trading as Legend Barbers on a Lease for a Term of 5 years from 5th

of February 2019 at a rental of £500 pcm (£6,000 per annum).

First Floor Flat over 7A Station Road:

Let on an Assured Shorthold Tenancy Agreement since 16th of March 2018 at a rental of £500 pcm (£6,000 per annum)

Total Rental Income: £18,900 per annum

Accommodation

Ground Floor

7 Station Road

Hairdressing Salon: 27.77 sq.mtrs (298 sq.ft) with Store, Inner Hall, Treatment Room: 8.23 sq.mtrs (88 sq.ft), Kitchen: 2.24 sq.mtrs (24 sq.ft), Cloak Room with WC and wash basin

7A Station Road:

Barber Shop: 31.92 sq.mtrs (343 sq.ft), Rear Room 1: 10.41 sq.mtrs (112 sq.ft), Rear Room 2: 8.76 sq.mtrs (94 sq.ft), Kitchen: 5.07 sq.mtrs (54 sq.ft), Cloak Room with WC and wash basin

First Floor Flat:

7A Station Road

Entrance off Station Road to rear external stairs, Conservatory, Landing, Kitchen: 3.64 x 3.05, Lounge: 4.4 x 3.69, Bedroom One: 4.68 x 3.03, Bedroom Two: 3.41 x 3.02, Bedroom Three: 3.94 x 3.58 and Bathroom: 2.94 x 2.66 with bath having shower over, wash basin and WC.

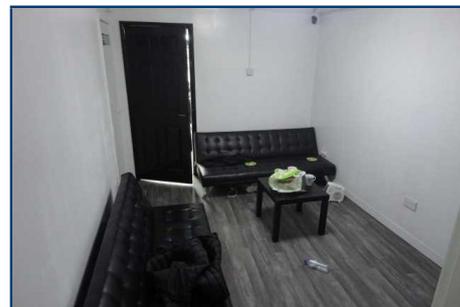
Outside:

Rear: Yard, brick store and garden area

Legal Documents –

Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



LOT 7

Freehold Vacant End Terraced House with Three Bedrooms
*Guide Price: £115,000 - £125,000 (+Fees)

32 Woodgate Gardens, Birmingham, West Midlands B32 3UW

Property Description:

An end terraced house of rendered brick construction, surmounted by a pitched tile clad roof, set back overlooking public open space and accessed by way of a pedestrian walk-way. Woodgate Gardens forms part of an estate known as Woodgate and leads off Lye Avenue which, in turn, leads off Woodgate Lane. The property provides well laid out accommodation benefitting from three generous bedrooms, gas-fired central heating and UPVC double glazed windows.

Accommodation:

Ground Floor

Porch, Reception Hall, Cloakroom with wash basin and wc, Dining Kitchen: 4.96m x 2.98m

with range of units, Lounge: 4.9m x 3.77m, Rear Entrance Hall.

First Floor

Stairs and Landing, Bedroom One (Double): 4.1m x 3.02m, Bedroom Two (Double): 3.78m x 2.6m, Bedroom Three (Large Single): 2.93m x 2.23m, Bathroom, with panel bath having electric shower over, pedestal wash basin and wc.

Outside:

Front: Foregarden.
Rear: Paved yard, brick store and garden with pedestrian rear access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233.



LOT 8

Freehold Vacant Three Bedroom Property
*Guide Price: £112,000 - £122,000 (+Fees)

236 Montague Road, Smethwick, West Midlands B66 4PJ

Property Description:

A end terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Montague Road is located off both Portland Road and Cape Hill and is within walking distance to the main shops and amenities located on Cape Hill.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (3.55 x 3.11m), Store Cupboard, Dining Room: (4.09 x 3.80m), Kitchen: (2.74 x 1.61m), Inner Lobby with door to rear, Shower Room having shower cubicle, wash basin and WC : (2.82 x 1.60m), Stairs,

First Floor

Landing, Bedroom 1: (3.04 x 4.13m), Bedroom 2: (3.84 x 4.10m) inter-communicating with Bedroom 3: (2.73 x 1.66m).

Outside:

Front: Walled foregarden
Rear: Paved yard and brick built store

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

Viewings Via Cottons – 0121 247 2233



LOT 9

Freehold Vacant Detached House on Large Plot with Potential (0.3 Acres)
*Guide Price: £330,000 - £360,000 (+Fees)

51 Withy Hill Road, Sutton Coldfield, West Midlands, B75 6HR



Property Description:

A traditional detached house of two storey brick construction with pitched tile clad roof having been extended to the rear and offers family accommodation with four reception rooms and three double bedrooms, however is in need of complete refurbishment and modernisation.

The property occupies a sizeable rectangular shaped plot with large rear garden extending to approximately 0.3 acres (1212 sq.mtrs), and may provide potential for redevelopment of the whole site or the rear garden land and all interested parties should consult with the local planning department at Birmingham City Council prior to bidding. Alternatively there may be potential to further extend the existing dwelling house.

The property was originally built as a farmhouse before the surrounding fields were developed and now forms part of a popular residential area, on the eastern side of Sutton Coldfield, close to open countryside and conveniently located for access to local amenities, public transport and schooling. Sutton Coldfield town centre is within approximately one and a half mile to the south west.

Accommodation:

The accommodation briefly comprises:

Ground Floor

Hallway, Right Hand Reception Room: 4.13m x 3.65m, Left Hand Reception Room: 4.12m x 3.65m, Dining Room: 3.74m x 2.82m, Kitchen: 2.72m x 2.57m with fitted units, Guest's Cloakroom, Utility, Extended Rear Sitting Room.

First Floor

Stairs and Landing, Bedroom One (Double): 4.11m x 3.63, Bedroom Two (Double): 4.1m x 3.66m, Dressing Room: 3.39m x 2.43, leading to Bedroom

Three (Double): 3.89m x 3.43m, Bathroom: 2.57m x 2.74m, with corner bath and pedestal wash basin and Separate wc,

Outside:

Front: Lawned foregarden with side access and off-road parking

Rear: There are extensive gardens to the rear.

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 10

Freehold Vacant Possession (Three Bedroom House)

*Guide Price: £180,000 - £200,000 (+Fees)

19 Beaumont Drive, Harborne, Birmingham, West Midlands, B17 0QQ



Property Description:

An end terraced property of brick construction, surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. The property further benefits modern kitchen units and from having a newly installed gas fired central heating combination boiler (less than 6 months old). Beaumont Drive is located off Ferncliffe Road which in turn is found off Grove Lane. The property is well located in Harborne, within close proximity to local shops, amenities, schools and commuter routes to Birmingham City Centre and the Midland's motorway network.

NOTE: Please note this will be an 10 week completion or earlier my mutual agreement

Accommodation:

Ground Floor

Hallway, WC, Lounge (4.44 X 3.52 mtrs), Kitchen/Diner (3.44 x 5.42 mtrs)

First Floor

Bedroom 1 (3.84 x 3.31 mtrs), Bedroom 2 (4.14 x 3.62 mtrs), Bedroom 3 (2.63 x 2.63 mtrs), and Bathroom having panelled bath, wash basin and WC (2.02 x 2.05 mtrs)

Outside:

Front: Lawned foregarden

Rear: Patio Area and Lawned garden

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

Viewings Via Cottons – 0121 247 2233



LOT 11

Leasehold Investment - Modern First Floor Apartment
*Guide Price: £108,000 - £118,000 (+Fees)

Apartment 101, Hemisphere, 15 The Boulevard, Birmingham, West Midlands, B5 7SU



Property Description:

A modern first floor apartment contained within a seven storey block and forming part of the Edgbaston Mill Development, constructed by Redrow Homes in 2006.

The property provides well laid out accommodation benefiting from under floor heating, double glazing, good quality fittings, secure communal areas with lift access and allocated parking space.

The development is located within Edgbaston on the outskirts of Birmingham City Centre and is situated directly opposite Edgbaston Cricket Club, alongside Cannon Hill Park.

The property is currently let on an Assured Shorthold Tenancy at a rental of £675 per calendar month (£8,100 Per Annum),

Accommodation:

Ground Floor

Communal Entrance and Reception with lift access.

First Floor

Entrance Hall, Open Plan Living/Dining Kitchen: 7.73m x 3.21m, with wooden effect flooring, contemporary wall and base units with integrated appliances including dishwasher, oven, hob, extractor and fridge freezer, Double Bedroom: 4.19m x 2.81m, Bathroom: 2.32m x 1.67m with contemporary suite comprising panel bath with shower over, wash basin and wc.

Outside:

Communal grounds and allocated parking space in secure underground car park.

Leasehold Information:

Lease Term: 150 years (less 3 days) from 28th December 2000.

Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note 1: The property is currently only suitable for cash buyers due to the development failing an 'EWS1' assessment in April 2020 and it is reported the development has been accepted onto the government's Building Safety Fund.

Note 2: The photographs were taken prior to the commencement of the existing tenancy.



LOT 12

Freehold Vacant Three Bedroom Bungalow
*Guide Price: £162,000 - £172,000 (+Fees)

79 Shard End Crescent, Shard End, Birmingham, West Midlands, B34 7AE



Property Description:

An extended and refurbished three double bedroom bungalow situated in a substantial plot extending to a site area of approximately 462.92 sq.mtrs (4,983 sq.ft). The property has been refurbished and includes UPVC double glazing, gas fire central heating, modern kitchen and bathroom fittings and large loft space. The property further benefits from off road parking to the front for numerous vehicles and vehicular access to the rear accessed via a shared gated right of way adjacent to 77 Shard End Crescent. The property is located on Shard End Crescent within walking distance from local shops and amenities with good public transport links to Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hallway, Bedroom 1, Bedroom 2, Bedroom 3 (with en-suite shower room) having shower and WC, Lounge/Kitchen, Family Bathroom having panelled bath with shower above, wash basin and WC

Outside:

Front: Gravelled foregarden providing off road parking for numerous vehicles

Rear: Garden with the potential for off road parking/garage accessed via a shared gated right of way

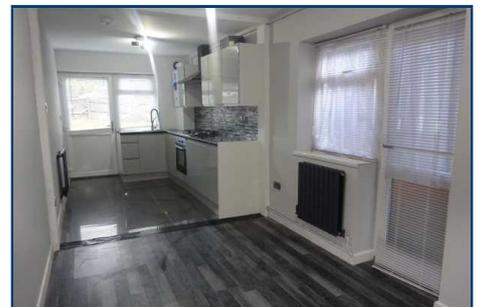
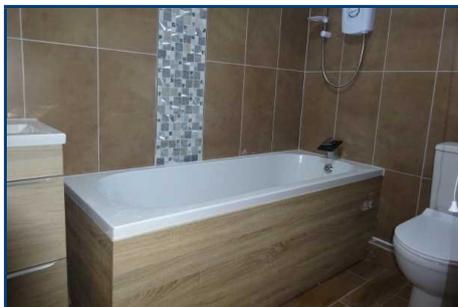
Legal Documents:

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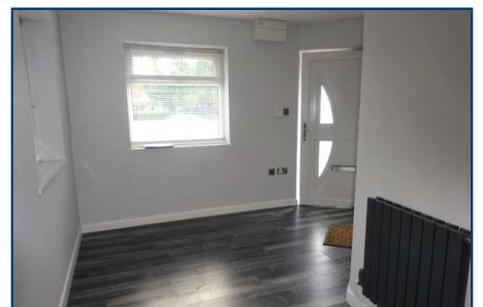
Viewings:

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



Gated Access To Rear



LOT 13

Freehold Vacant Semi Detached House with Four Bedrooms
*Guide Price: £330,000 - £360,000 (+Fees)

53 Woodville Road, Harborne, Birmingham, West Midlands, B17 9AR



Property Description:

A traditional semi detached house of two storey brick construction surmounted by a pitched slate clad roof, set back behind a foregarden and driveway and providing well laid out accommodation benefitting from four bedrooms, side garage, large rear garden. The property requires refurbishment and modernisation throughout and offers potential for extension of the existing dwelling subject to obtaining planning consent.

The property forms part of a highly regarding and sought after residential area and is conveniently located approximately three quarters of a mile from Harborne High Street

Accommodation:

Ground Floor

Porch, Reception Hall, Front Reception Room: 4.13m x 3.50m, Rear Reception Room: 3.99m x 3.20m, Dining Kitchen: 4.05m x 2.9m, Rear passageway to Brick Store and wc, Garage: 4.83m x 2.79m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.64m x 3.5m, Bedroom Two (Single): 2.22m x 2.28m, Bedroom Three (Double): 4.01m x 3.2m, Bedroom Four (Small Double): 3.07m x 2.91m, Bathroom with Bath, wash basin and wc

Outside:

Front: Foregarden and driveway providing off road parking.

Rear: Verandah, yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

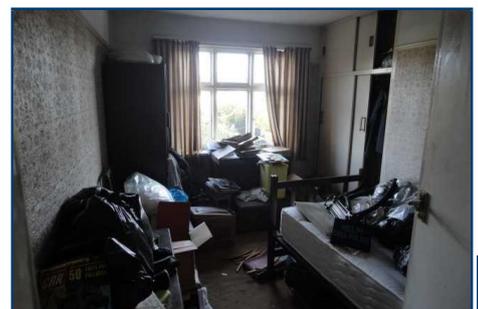
Viewings:

Via Cottons - 0121 247 2233

Note: The property will be cleared of all furniture and personal effects prior to the auction sale.



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



LOT 14

59 & 61 Frederick Road, Selly Oak, Birmingham, West Midlands B29 6NX



Property Description:

A valuable Business opportunity to purchase a modern built Children's Nursery, along with a single private dwelling house, self-contained within a secure gated plot located directly off Frederick Road.

The Nursery is of brick and tile construction providing presentable and well-laid out accommodation to the ground and first floors with staff flat to the second floor and benefits from ample off-road parking, secure rear garden, gas-fired central heating, double glazed windows.

The operators of the Nursery premises have resided at 61 Frederick Road which comprises of a two-storey, semi-detached house of brick construction, with hipped tile clad roof, extended to the side and rear in 2018 and refurbished to a high standard, benefitting from double glazed windows, electric heating, contemporary open plan living accommodation with modern fittings, four bedrooms and off-road car parking.

Frederick Road forms part of a popular and established predominantly residential area and leads directly off Gibbins Road which, in turn, leads off Harborne Lane (A4040).

The property is within a short walk of Selly Oak Park and conveniently within a quarter of a mile from Selly Oak Retail Park and approximately one mile to the south of Harborne High Street.

Planning History

The Nursery was converted to a Children's Day Care Nursery for 19 children following grant of planning consent on 6th August 2010, and an additional planning consent was granted in 2011 for a temporary increase to 29 children for a period of twelve months from the date of consent. The property, therefore, has scope for re-applying to increase the number of children who may attend the premises. Alternatively the property may be suitable for a variety of alternative uses (subject to planning consent)

Accommodation

59 Frederick Road - Children's Day Nursery:

Ground Floor

Reception Hall, Cloakroom with wc and wash basin, Main Playroom: 38.54 sq m (414 sq ft), Conservatory Playroom: 24.4 sq m (262 sq ft), Playroom Two ('L' Shaped): 50.18 sq m (540 sq ft), Kitchen: 14.52 sq m (156 sq ft) with extensive range of wooden effect units, Dining Room: 14.52 sq m (156 sq ft), Children's Toilets with three wc's and four wash basins.

First Floor

Stairs and Large Landing Area, Playroom ('L' Shaped): 60.35 sq m (649 sq ft), Staff Room: 9.78 (105 sq ft) including Staff Toilets, with wc and wash basin, Office: 8.44 sq m (90 sq ft) extending into eaves.

Second Floor (Staff Accommodation):

Landing/Kitchen: 5.76 sq m (62 sq ft), Toilet with wc and wash basin, Lounge: 17.78 sq m (191 sq ft) extending into eaves, Bedroom (currently used as Office): Not Inspected.

Outside:

Secure gated driveway to large gravelled forecourt/parking area, covered side storage and rear lawned garden/play area.

61 Frederick Road

Ground Floor

Reception Hall, Cloakroom with wc and wash basin, Shower Room with walk-in shower enclosure, pedestal wash basin and wc, open plan Lounge/Dining Room/Kitchen ('L' Shaped): 45.04 sq m (484 sq ft) with contemporary range of Shaker-style kitchen units, utility room.

First Floor

Stairs and Landing, Bedroom One (Double): 2.88m x 4.59 m (max.), Bedroom Two (Double): 3.85m x 2.72m, Bedroom Three (Single): 2.81m x 1.92m (max.), Bedroom Four (Single): 2.49m x 2.08m.

Outside:

Front: Gravelled foregarden providing off-road car parking.

Rear: Gravelled garden with access from Nursery driveway.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

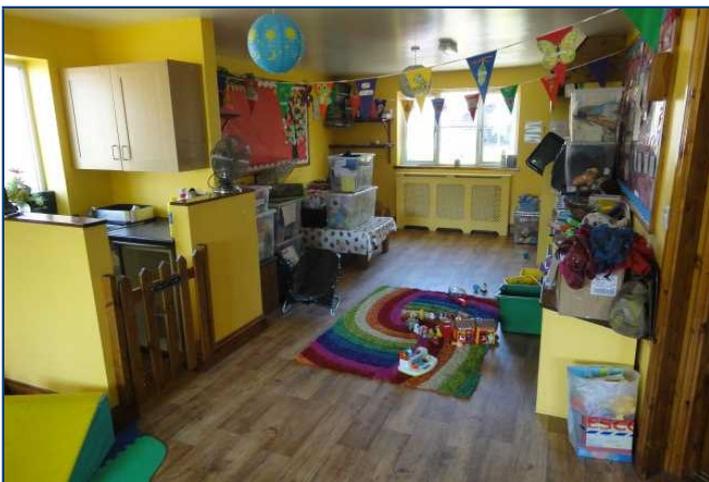
Note: Completion will be 56 days following exchange of contracts.



Freehold Business/Redevelopment Opportunity - Vacant Nursery and Dwelling House
*Guide Price: £700,000 - £775,000 (+Fees)



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



LOT 15

Freehold Vacant Industrial/Warehouse/Office Premises (Circa. 6.067 Sq Ft.)
*Guide Price: £350,000 - £380,000 +VAT at 20% (+Fees)

Unit 8 Vernon Road, Halesowen, West Midlands, B62 8HN



Property Description:

A portal framed Industrial/Warehouse Premises, along with two-storey ancillary Office accommodation, set back behind a loading yard/car park and constructed of steel portal frame with brick infill walls and sheeted roof with roof lights.

The property was originally built by the seller and has been used for manufacturing and storage purposes and may be suitable for a variety of alternative uses (subject to planning, where applicable).

The property predominantly comprises of Workshop space along with ancillary Offices which benefit from a private entrance and could be separately occupied, if required. The Offices are heated by electric storage heating and it should be noted that the existing LPG gas-fired central heating system is not currently in use and requires a new gas supply.

Vernon Road is a private road, containing a wide range of Industrial properties and leads off New John Street, conveniently located within a quarter of a mile from Blackheath Town Centre, two miles to the north of Halesowen Town Centre and within two miles from the M5 Motorway (Junction 2).

Accommodation:

Office Accommodation:

Ground Floor

Reception Hall, Office One: 5.56m x 2.78m, Kitchenette, Toilet, Office Two: 3.64m x 2.76m, Rear Entrance Hall/Lobby.

First Floor

Stairs and Landing, Toilet, Office Three: 5.58m x 2.79m, Office Four: 3.43m x 2.09m,

Office Five: 3.43m x 2.8m, Staff Room: 2.04 x 1.9m.

Workshop Unit:

33.53m x 15.89m, (Eaves Height: 5.86m, Ridge Height: 7.91m), including Works Office, Portakabin, Roller Shutter Entrance and Three Phase Electrics.

Outside:

Front: Forecourt loading area with car parking.

Rear: Enclosed Yard 72.77 sq m (783 sq ft), overgrown with pedestrian access only.

Gross Internal Areas:

Offices - Ground Floor: 15.45 sq m (161 sq ft)

Offices - First Floor: 15.45 sq m (161 sq ft)/

Workshop - 532.79 sq m (5,735 sq ft)

Total: 563 sq m (6,067 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Completion Date: Completion will be 6 weeks following exchange of contracts or sooner by mutual agreement.



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



LOT 16

Freehold Mixed Investment - Retail Shop with Flat & Cottage
*Guide Price: £230,000 - £250,000 (+Fees)

By Instruction of the Joint LPA Receivers

23 High Street, Rothwell, Northamptonshire, NN14 6BQ



Property Description:

An attractive mid-terraced Town Centre Investment property of two-storey stone construction, surmounted by a pitched slate clad roof, comprising of a ground floor Estate Agents shop with Two Bedroom Flat to the first floor, rear Courtyard providing off-road car parking and a One Bedroom Cottage.

The property is located within the heart of Rothwell Town Centre, fronting High Street (B576). Rothwell comprises of a popular and historic Market Town located in north Northamptonshire, close to the Leicestershire border and conveniently within less than a mile of the A14 Trunk Road, which provides access to the eastern towns and cities, along with The Midlands Motorway Network of the M6 and M1.

The property is located approximately seven miles to the south east of Market Harborough Town Centre, four miles to the north of Kettering Town Centre and twenty miles to the north of Northampton.

Tenancy Information:

Ground Floor Retail Shop:

Let to Simon & Co Estate Agents, currently holding over at a rental of £7,140 per annum.

Flat 23A (First Floor):

Currently Vacant but previously let at a rental of £7,500 per annum.

Flat 23B (Cottage):

Currently let on an Assured Shorthold Tenancy at a rental of £5,700 per annum.

Total Current Rental Income: £12,840 per annum.

Rental Income when Fully Let Circa: £20,340 per annum.

Accommodation:

Ground Floor Retail Shop:

Full Width Office/Retail Area, Rear Office/Staffroom, Kitchenette and Toilet with wc
Gross Internal Area: 91.9sq.m (983sq.ft)3

First Floor

23A (Two Bedroom Flat): A well laid out flat comprising:

First Floor

Lounge, Kitchen, Two Bedrooms, Bathroom with panel bath, wash basin and wc.
Gross Internal Area: 87.9sq.m (947sq.ft)

23B (Rear Cottage): A character property with exposed beams and wooden floors comprising:

Ground Floor

Open Plan Lounge/Dining Room/Kitchen.

First Floor

Stairs to Bedroom with En-Suite Shower and wc facilities.

Gross Internal Area: 43.9sq.m (473sq.ft)

Outside:

Access to rear courtyard having small garden and three car parking spaces.

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 17

Freehold Mixed Investment - Café/Coffee Shop with Two Flats

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

By Instruction of the Joint LPA Receivers

26 High Street, Rothwell, Kettering, Northamptonshire, NN14 6BQ



Property Description:

A mid-terraced Town Centre Investment property of four storey brick construction, surmounted by a pitched tile clad roof comprising of a ground floor cafe/coffee shop with two self-contained flats to the first, second and third floors.

The property is located within the heart of Rothwell Town Centre, fronting High Street (B376). Rothwell comprises of a popular and historic market town located in north Northamptonshire, close to the Leicestershire border and conveniently within half a mile of the A14 Trunk Road which provides access to the eastern towns and cities, along with The Midlands Motorway Network of the M6 and M1.

The property is located approximately seven miles to the south of Market Harborough Town Centre, four miles to the north of Kettering Town Centre and twenty miles to the north of Northampton.

Tenancy Information:

Ground Floor (Cafe/Coffee Shop):

Currently let trading as Rowell's Roll's and holding over at a current rent of £8,496 per annum.

Flat 26A (First Floor):

Currently let on an Assured Shorthold Tenancy at a rental of £4,740 per annum.

Flat 26B (Second Floor):

Currently Let on an Assured Shorthold Tenancy at a rental of £5,400 per annum. Note the tenant has served notice to vacate on 28th October and the flat will be vacant on completion.

Total Rental Income when Fully Let: £18,636 per annum.

Accommodation

Ground Floor

Café/Coffee Shop with seating area and servery, Kitchen, Cloakroom with wc and wash basin, Basement Store.

Gross Internal Area: 61.5sq.m (662sq.ft)

First Floor

Flat 26A (Not Inspected) with Two Bedrooms.

Gross Internal Area: 49.1sq.m (529sq.ft)

Second/Third Floor

Flat 26B (Not Inspected) with Two Bedrooms.

Gross Internal Area: 73.9sq.m (796sq.ft)

Outside:

Rear access over right of way to rear yard/parking.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 18

Freehold Part Vacant Part Investment, Detached Property and Yard.

*Guide Price: £270,000 - £300,000 (+Fees)

393-395 Washwood Heath Road, Washwood Heath, Birmingham, West Midlands, B8 2XE



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

Property Description:

A detached brick built property, forecourt and yard occupying a triangular parcel of land extending to an area of approximately 0.28 Acres (1,115 sq.mtrs). The detached property has previously been used as an office building and is being sold with vacant possession, the property requires modernisation and improvement throughout. The yard area is let to a car wash/valeting service producing £12,000 per annum. The Yard also has two advertising hoardings producing £1,500 per annum. The property is situated on the Washwood Heath Road in between the junctions of both Lime Tree Road and the new build development at Swan Close

Schedule of Tenancies:

Detached Building: Currently Vacant

Yard Area: We are advised by the seller the the Yard area is let on a lease that has now lapsed and is holding over at a rental of £12,000 per annum. The auctioneer has not had sight of the lease or any associated paperwork and can provide no warranty of the information provided.

Advertising Hoardings x 2: Producing £1,500 per annum

Accommodation:

**Detached Building
Ground Floor**

Offices 1(5.04x3.65m), Office 2 (3.05x2.14m), Office 3 (3.95x2.75m), Kitchen (1.98x2.57m), Garage, Stairs,

First Floor

Office 4 (7.23x3.63m), Office 5 (3.07x3.59m), Office 6 (4.14x2.79m).

Outside:

Forecourt and Gated Yard Area

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

Viewings: Via Cottons – 0121 247 2233

Please Note: All parties wishing to view the property must do so with the upmost caution and entirely at their own risk. Neither the seller nor the auctioneer accept any liability for injury or harm caused whilst viewing the property.



LOT 19

Freehold Investment - Takeaway, Storage Unit and Two Bedroom Flat *Guide Price: £330,000 - £360,000 (+Fees)

1273 Bristol Road South, Northfield, Birmingham, West Midlands, B31 2SP



Property Description:

A valuable Investment opportunity comprising of a ground floor takeaway with customer seating, a storage unit located to the rear and a large two bedroom flat located to the first and second floors. The property forms part of a busy retail parade containing a range of local shops including Select & Save and One Stop stores, set back from the busy Bristol Road South (A38) behind a tarmacaded forecourt. The parade is situated close to the Junction with Bodenham Road and the property is surrounded by a dense residential catchment area. Both Northfield and Longbridge Town Centres are within less than one mile from the property.

Tenancy Information:

The whole premises is let to one tenant on separate leases, as follows:

Ground Floor Takeaway: Let on a lease for 15 years from 22nd December 2014, with three year rent reviews, at a current rental of £15,000 per annum.

Rear Storage Unit: Let on a lease for 10 years from 1st November 2018 at a rental of £10,000 per annum.

Flat 1273A: Let on an Assured Shorthold Tenancy from 15th January 2021 at a rental of £650 per calendar month (£7,800 per annum).

Total Rental Income: £32,800 per annum.

Accommodation:

Ground Floor

Takeaway Premises:

Retail Area: 55.87 sq m (601 sq ft), with roller shutter front, customer seating area, servery and kitchen, Preparation Room: 17.82 sq m (191 sq ft), Refrigerated Room: 4.41 sq m (47 sq ft), Lobby,

Toilet, Refrigerated Rear Store: 11.87 sq m (127 sq ft), Rear Store: 12.58 sq m (135 sq ft) and passageway to rear yard.

Workshop:

Accessed from a right of way over a rear driveway leading off Bodenham Road, Three Rooms: 31.24 sq m (336 sq ft).

Flat 1273A: External rear stairs to:

First Floor

Reception Hall, Bathroom: with bath, vanity wash basin and wc, Kitchen: 3.85m x 2.55m with a range of units, full width Lounge/Dining Room: 6.13m x 4.22m (originally a lounge and third bedroom).

Second Floor

Stairs and Landing, Bedroom One (Double): 4.3m x 3.78m (max.), Bedroom Two (Double): 4.31m x 2.51m, Shower Room: 1.92m x 1.69m (max.), with glazed shower enclosure, vanity wash basin and wc.

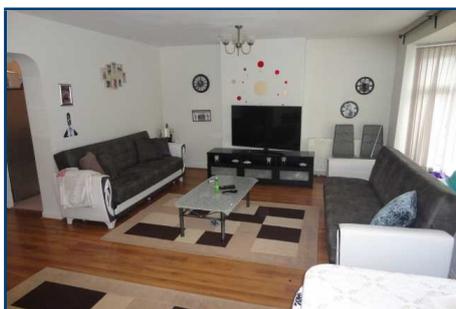
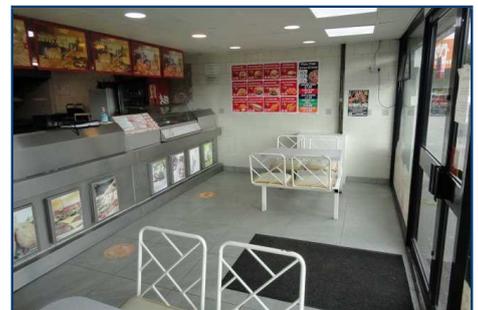
Outside:

Front: Tarmacaded forecourt.

Rear: Yard area providing off-road car parking.

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

Viewings: Via Cottons - 0121 247 2233



LOT 20
Freehold Ground Rent Secured on a Detached House

*Guide Price: £21,000 - £24,000 (+Fees)

FGR 171 Chester Road, Streetly, Sutton Coldfield, West Midlands B74 3NE
Property Description:

A freehold ground rent investment secured upon a traditional detached house of two-storey brick construction with hipped tile clad roof, set back behind a paved forecourt providing off road car parking.

The property is situated in the popular and well regarded residential area of Streetly.

The property is subject a long lease term of 99 years from 29 September 1955 (approx. 33 years unexpired) at a ground rent of £15.00 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles

LOT 21
Freehold Ground Rent Secured on a Semi Detached House

*Guide Price: £17,000 - £20,000 (+Fees)

FGR 191 Chester Road, Streetly, Sutton Coldfield, West Midlands B74 3NE
Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of two-storey brick construction with hipped tile clad roof, set back behind a foregarden and driveway providing off road car parking.

The property is situated in the popular and well regarded residential area of Streetly.

The property is subject a long lease term of 99 years from 29 September 1955 (approx. 33 years unexpired) at a ground rent of £15.00 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles

LOT 22
Freehold Ground Rent Secured on a Detached House

*Guide Price: £21,000 - £24,000 (+Fees)

FGR 25 Thorney Road, Streetly, Sutton Coldfield, West Midlands B74 3HT
Property Description:

A freehold ground rent investment secured upon a traditional detached house of two-storey brick construction with hipped tile clad roof, set back behind a foregarden and driveway providing off road car parking.

The property is situated in the popular and well regarded residential area of Streetly.

The property is subject a long lease term of 99 years from 25 December 1955 (approx. 33 years unexpired) at a ground rent of £14.00 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles


LOT 23

Freehold Ground Rent Secured on a Semi Detached House

*Guide Price: £18,000 - £21,000 (+Fees)

FGR 85 Bridle Lane, Streetly, Sutton Coldfield, West Midlands B74 3QE

Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of two-storey brick construction with hipped tile clad roof, set back behind a foregarden and driveway providing off road car parking.

The property is situated in the popular and well regarded residential area of Streetly.

The property is subject a long lease term of 99 years from 24 June 1953 (approx. 31 years unexpired) at a ground rent of £7.50 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles



LOT 24

Freehold Ground Rent Secured on a Semi Detached House

*Guide Price: £13,000 - £16,000 (+Fees)

FGR 59 Peplins Way, Kings Norton, Birmingham, West Midlands B30 3NJ

Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of two-storey brick construction with hipped tile clad roof, set back behind a paved forecourt providing off road car parking.

The property is situated in the popular residential area of Kings Norton.

The property is subject a long lease term of 99 years from 25 December 1950 (approx. 28 years unexpired) at a ground rent of £7.75 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

BK Bruton Knowles



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All offers are to be submitted in writing, this can be emailed to us at auctions@cottons.co.uk

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

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

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

LOT 25

Freehold Vacant Land - 2.09 Acres
*Guide Price: £50,000 - £55,000 (+Fees)

Land Adj. 4 Gilson Road, Coleshill, Birmingham, West Midlands B46 1LJ

Property Description:

A parcel of Freehold Green Belt land, irregular in shape, and extending to an area of approximately 2.09 acres (0.84 hectares). The land is currently overgrown and interspersed with woodland and notably is situated adjacent to a row of residential dwellings, benefitting from frontage to Gilson Road. The land slopes gently towards its Northern boundary with Lichfield Road (A446). Drop kerb access to the land from Gilson Road is available although is currently secured by a barrier fence.

The land is well located being within one mile from both Coleshill town centre and the M42 Motorway (jcn 9) and Birmingham City Centre lies within approximately ten miles to the west.

Planning:

The land was previously used for grazing but is now overgrown and may have potential for future alternative use and we are advised by the Principal Development Control Officer at North Warwickshire Borough Council, that for anything to be appropriate it must meet the exceptions in paragraph 149 and 150 of the National Planning Policy Framework. We therefore recommend, all interested parties, adhere to this advice and discuss any proposals with the Local Planning Department, prior to bidding.

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

Viewings: Via Cottons - External Only.

Note: The postcode relates to 4 Gilson Road and is for location purposes only.



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries and any changes may subsequently change the quoted site area.



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LOT 26

Freehold Land

*Guide Price: £20,000 - £30,000 (+Fees)

Land Lying to the West of Bentley Mill Way, Walsall, West Midlands WS2 0BP

Property Description:

A parcel of Freehold land, irregular in shape, and lying to the west of Bentley Mill Way, immediately to the south of the River Tame and directly to the north of a Haulage yard.

We estimate that the land extends to an area of 0.81 acres (3,291 sq m) and is currently overgrown and all interested parties must satisfy themselves as to the exact area of the land being offered and also in respect of any potential the land may have for alternative use.

The land was originally described as located on Bentley Mill Lane until the redevelopment of the surrounding area when Bentley Mill Way was constructed and is located within less than one mile from the M6 Motorway (Junction 10).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries and any changes may subsequently change the quoted site area.



LOT 27

Freehold Land in Prominent Roadside Location

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

Land to the North Western Side of the A43, Towcester, Northants, NN12 6TQ

Property Description:

A parcel of Freehold land, roughly rectangular in shape, and extending to an area of approximately 0.37 acres (1,495 sq m).

The land is currently overgrown and situated adjacent to and with frontage to Towcester Silverstone Services which are located directly off the A43 Trunk Road at the Abthorpe roundabout.

The services contain prominent retailers including MacDonalDs Restaurant, M&S Simply Food, Shell BP Petrol Filling Station, Travelodge and Starbucks Coffee.

Planning:

The site is currently overgrown and sandwiched between Agricultural land and Towcester Silverstone Services. The land may provide scope for alternative use and all interested parties should contact the Local Planning Department at Towcester Town Council to discuss their proposals for the land prior to bidding. All interested parties should also satisfy themselves in respect of rights of access to the land.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



This plan is for identification only. Refer to the Legal Pack for confirmation of the exact boundaries and any changes affect the quoted site area.



LOT 28

Leasehold Investment (Ground Floor Maisonette)

*Guide Price: £52,000 - £58,000 (+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

NOTE: Please note this will be an 8 week completion or earlier by mutual agreement



LOT 29

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £118,000 - £126,000 (+Fees)

14 Higgins Avenue, Bilston, West Midlands WV14 8QW

Property Description:

A semi detached house of two storey brick construction, surmounted by a hipped tile clad roof benefitting from UPVC double glazed windows, and three bedrooms but requiring modernisation and improvement. Higgins Avenue comprises a cul-de-sac leading off Harding Street and is located approximately three miles to the north of Dudley Town Centre.

Accommodation:

Ground Floor

Reception Hall with store, Breakfast Kitchen: 9.21 sq m, Lounge: 15.08 sq m, Rear Entrance Hall with store.

First Floor

Stairs and Landing, Bedroom One (Double): 12.42 sq m, Bedroom Two (Single): 8.26 sq m, Bedroom Three (Single): 5.66 sq m, Bathroom, with bath having shower over, wash basin and wc.

Outside:

Front: Foregarden and driveway (potential off road parking) with pedestrian access to rear.

Rear: Yard and generous lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30

32 Minton Road, Harborne, Birmingham, West Midlands B32 2XE



Property Description:

A three bedroom detached property and building plot with planning consent granted for a further detached house. The existing property is of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage. The property sits on a substantial plot extending to an area of approximately 0.16 Acres (634sq.mtrs). The property has planning consent granted for the addition of a further detached house situated adjacent. 32 Minton Road benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout. Minton Road is located off West Boulevard (B4121).

Planning

Planning Consent was granted by Birmingham City Council and dated 03/06/21 (Ref: 2021/01929/PA) for the erection of 1 dwelling house and garage at the land adjacent to 32 Minton Road

Accommodation:

32 Minton Road

Ground Floor - Entrance Hallway, Bedroom 1 (3.63x2.89m) with en-suite shower room having shower cubicle, wash basin and WC (1.21x1.93m), Walk-in wardrobe (1.81x1.80m) with access to garage (with conversion potential), Stairs,
First Floor - Lounge/Dining Room (4.14x6.47m), Kitchen (2.21mx3.00m), Bedroom 2 (2.28x2.77m), Bedroom 3 (3.60x3.62m), Bathroom (1.80x1.68m) having panelled bath with shower over, wash basin, Separate WC (0.82x1.81m), Side Veranda (0.9mx3.45m) leading to garden

Outside:

Front: Lawned foregarden and driveway allowing for off road parking and access to garage
Rear: Lawned garden and paved patio area

Proposed Planning for Adjacent House Ground Floor

Entrance Hallway, Bedroom 2 (3.86x3.95m), Bedroom 3 (4.55x3.36m), Store (2.80x1.95m), Bathroom (1.95x3.36m).

First Floor

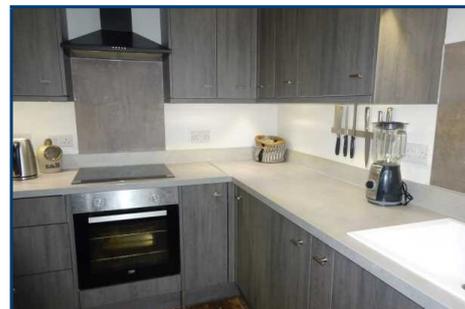
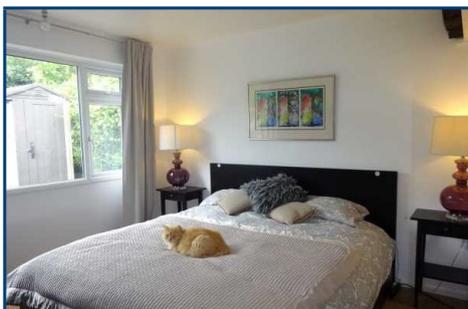
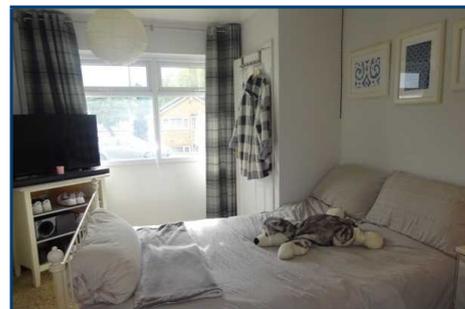
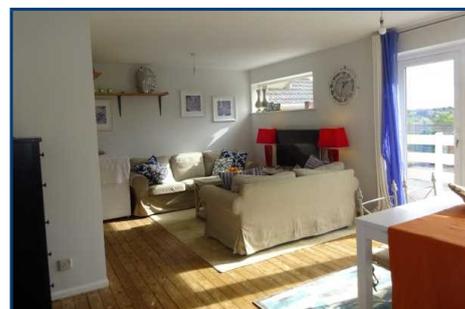
Bedroom 1 (3.57x3.95m) with en-suite (2.30x1.91m), Utility Room (2.70x1.94m), Vaulted Ceiling Lounge Kitchen and Dining Area (10.02x4.96m)

Outside:

Front: Lawned gardens
Rear: Driveway giving access to garage (5.42x3.07m), Gated Courtyard, Lawned gardens and patio area.

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

Viewings Via Cottons – 0121 247 2233



Freehold Vacant Detached House with Planning for further 3 Bedroom Detached House
*Guide Price: £370,000 - £390,000 (+Fees)



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



Proposed Property



Proposed Plans



Proposed Plans

LOT 31

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 tarmacadam 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)

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)

Outside:

Front: Lawned foregarden and tarmacadam 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



LOT 32

4 Shelton Lane, Halesowen, West Midlands B63 2XE



Property Description:

A detached 4/5 bedroom property and yard situated within a plot extending to approximately 0.46 Acres (1,880 sq.mtrs). The property is of brick construction surmounted by a tiled roof and benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings. The Yard area is accessed via gated tarmac driveway and has licences for the sales and storage of cars, caravans and commercials. It holds an operator's licence for heavy goods vehicles. It also has full planning permission for residential park home. The site may have further potential for re-development however all interested parties must satisfy themselves in full with any proposal they have prior to bidding with the Dudley Council planning department.

The property is located on Shelton lane close to the junction with Belle Vale. Halesowen lies approximately 7 miles from Birmingham City Centre and is within approximately 2 miles from junction 3 of the M5 motorway giving access to the greater motorway network all around the West Midlands.

Accommodation:

(All measurements are maximum length & width)

Ground Floor:

Kitchen (3.9 x 4.4m), Lounge - (3.6 x 7.6m), Dining Room - (2.6 x 10.4m), Shower Room having wash basin, w.c. and shower cubicle, Study/Bedroom Five - (3.2 x 1.9m), Stairs,

First Floor:

Bedroom One (3.9 x 3.8m) with En-Suite - wash basin, bath and w.c, Bedroom Two (3.9 x 1.7m), Bedroom Three (2.7 x 2.6m), Bedroom Four (1.8 x 3.1m), Bathroom having bath, wash basin and WC

Outside:

Gated tarmac driveway offering parking for a number of vehicles with slabbed patio area and lawn, further gated large Yard Area.

Legal Documents:

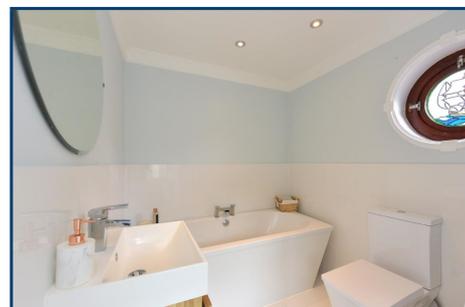
Available at www.cottons.co.uk

Viewings:

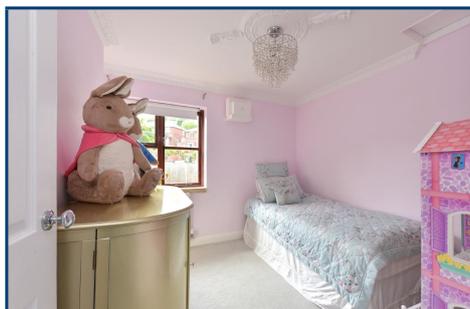
Via Cottons – 0121 247 2233



Front Gated Entrance



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



Freehold Vacant Detached House and Yard (0.46 Acres).
*Guide Price: £380,000 - £410,000 (+Fees)



Rear Gated Yard



Rear Gated Yard

LOT 33

Freehold Vacant Redevelopment Opportunity for 2 Shops & 3 Apartments

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

41 & 41A High Street, Kinver, Stourbridge, West Midlands, DY7 6HF



Property Description:

An attractive retail premises situated fronting Kinver High Street and of three-storey part rendered brick construction, surmounted by a pitched tile clad roof, extending over the entrance and substantially to the rear of Chenevare Mews Shopping Alley benefitting from a return frontage with separate access.

The property is currently occupied as an Holistic Treatment Centre to the ground and first floors with a self-contained flat to the second floor and benefits from Planning Consent for conversion of the upper floors to three apartments with two commercial units to the ground floor.

Kinver comprises of an historic and much sought after town containing a range of local amenities and services. The property is located to the south west district of Staffordshire, close to the borders of Shropshire, Worcestershire and the West Midlands and is conveniently located approximately five miles to the west of Stourbridge, six miles to the north of Kidderminster and 15 miles to the west of Birmingham City Centre.

Planning:

Planning Consent was granted by South Staffordshire Council (Ref: 21/00078/OUT) and dated 10th August 2021 for change of use having commercial use to the ground floor and three residential apartments above. The Architect's plans approved with the consent, detailed redevelopment of the property as follows:

Ground Floor:

Commercial Unit located off High Street: 51 sq m (548 sq ft), Communal Area with Access off Chenevare Mews to Rear Commercial Unit: 54 sq m (581 sq ft).

First Floor:

Apartment One: 60 sq m (645 sq ft), Apartment Two: 51 sq m (548 sq ft).

Second Floor:

Apartment Three: 58 sq m (624 sq ft). A copy of the Planning Consent is available from South Staffordshire Council Website which contains planning history identifying the property as previously used as a Café, Restaurant and Skittle Alley with multiple shops.

Existing Accommodation:

Ground Floor

Retail Shop: 28.11 sq m (302 sq ft), Inner Retail Area: 25.79 sq m (277 sq ft), Hall, Shower and Steam Room, Store, Rear Retail Premises: 35.04 sq m (377 sq ft), with separate side access, Cloakroom with wc and wash basin.

First Floor

Stairs and Landing, Room One: 16.11 sq m (173 sq ft), Room Two: 9.95 sq m (107 sq ft), Room Three: 9.15 sq m (98 sq ft), Room Four: 9.89 sq m (106 sq ft), Rear Landing, Two Shower Rooms with wash basin and wc, Walk-in Store, Room Five: 44.21 sq m (475 sq ft).

Second Floor

Private stairs to Flat. Landing, Double Bedroom: 3.89m x 3.55m, Lounge: 6.03m x 2.73m, Kitchen: 3.48m x 2.62m, Bedroom Two: 2.42m x 2.4m, Bathroom with two wash basins and wc.

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

Viewings: Via Cottons - 0121 247 2233



LOT 34

Leasehold Investment - Duplex Three Bedroom Maisonette

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

6 Westthorpe Grove, Hockley, Birmingham, West Midlands B19 3DA

Property Description:

A Duplex maisonette forming part of a four storey, purpose built development and providing presentable and well laid out accommodation over both ground and first floors. The property benefits from UPVC double glazed windows, gas fired central heating, three good size bedrooms and a private garden.

Westthorpe Grove comprises of a cul-de-sac which leads off Mosborough Crescent and via Unett Street off New John Street West. The property situated within Birmingham Ring Road, conveniently within one third of a mile from the Jewellery Quarter and one mile to the north west from Birmingham City Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum).

Accommodation:

Ground Floor

Covered Entrance, Reception Hall, Kitchen: 2.85m x 2.69m with range of units, Lounge/Dining Room: 5.00m x 4.49m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.55m x 2.74m, Bedroom Two (Large Single): 3.52m x 2.20m, Bedroom Three (Double): 4.5m x 2.71m, Bathroom with panel bath, having shower attachment, wash basin, Separate wc.

Outside:

Front: Communal gardens and Resident's parking area.

Rear: Private paved garden, accessed from the Lounge.

Leasehold Information:

Lease Term: 99 Years from 29th September 1981

Ground Rent: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 35

Leasehold Vacant Ground Floor One Bedroom Flat
*Guide Price: £60,000 - £70,000 (+Fees)

10A Westthorpe Grove, Hockley, Birmingham, West Midlands B19 3DA

Property Description:

A presentable and well laid out ground floor flat forming part of a four storey, purpose built development and benefitting from UPVC double glazed windows, gas fired central heating and private garden.

Westthorpe Grove comprises of a cul-de-sac which leads off Mosborough Crescent and via Unett Street off New John Street West. The property situated within Birmingham Ring Road and conveniently within one third of a mile from the Jewellery Quarter and one mile to the north Birmingham City Centre.

Accommodation:

Ground Floor

Communal Entrance with Security Door Entry System, Reception Hall,

Kitchen: 3.39m x 1.69m with range of units, Lounge: 3.99m x 2.69m, Double Bedroom: 4.59m x 2.18m (max.), Bathroom with panel bath, pedestal wash basin and wc.

Outside:

Front: Communal Gardens and Resident's Parking.

Rear: Private garden accessed from Lounge.

Leasehold Information:

Lease Term: 99 Years from 29th September 1981

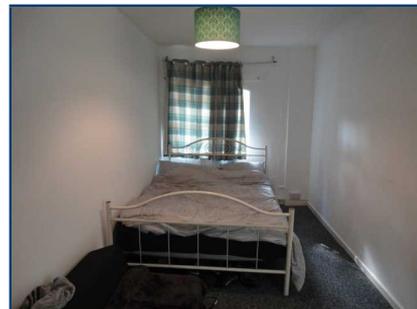
Ground Rent: Refer to Legal Pack.

Legal Documents:

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LOT 36
Freehold Vacant Semi-Detached House with Three Bedrooms

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

64 Coppice Drive, Dordon, Tamworth, Staffordshire B78 1QY
Property Description:

A semi-detached house of two-storey "Wates" concrete construction, surmounted by a pitched tile clad roof, set back from the road behind a foregarden. The property benefits from gas fired central heating, UPVC double glazed windows, large rear garden and well-laid out accommodation, which includes three bedrooms but requires modernisation and improvement throughout.

Coppice Drive forms part of an established residential estate which leads via Roman Way off Whitehouse Road and the property is conveniently within approximately two miles from the M42 Motorway (Jcn 10).

Accommodation:
Ground Floor

Entrance Hall, Lounge: 3.91m x 2.9m, Dining Room: 3.9m x 2.56m, Kitchen, opening to Utility Room: 4.64m x 2.34m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.49m x 3.17m, Bedroom Two (Double): 3.78m x 2.52m, Bedroom Three (Single): 3.08m x 2.1m (max.), Bathroom, with panel bath and shower over, pedestal wash basin, separate wc.

Outside:

Front: Foregarden with pedestrian side access.

Rear: Large 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.

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LOT 37

Freehold Vacant Link Semi-Detached House with Three Bedrooms

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

By Instruction of Black Country Housing Group

6 Albert Street, Lye, Stourbridge, West Midlands DY9 8AG

Property Description:

A traditional semi-detached house of two-storey rendered brick construction, surmounted by a pitched tile clad roof, set back behind a small paved foregarden and benefitting from three bedrooms, UPVC double glazed windows, gas-fired central heating but requiring cosmetic improvement. The property was originally built as a semi-detached house and is now abutted by a bungalow.

Albert Street is located off Cemetery Road which leads off Pedmore Road (A4036) and the property is located within half a mile from Lye High Street, which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Lounge: 3.61m x 3.58m, Inner Hall, Dining Room: 3.59m x 3.56m, Kitchen: 3.46m x 1.73m, Rear Entrance Hall, Utility Room: 4.78m x 1.67m.

First Floor

Stairs and Landing, Bedroom One: 3.58m x 2.61m, Bedroom Two: 2.71m x 1.87m, Bedroom Three: 3.6m x 2.11m), Bathroom with bath with shower over, wash basin and wc.

Outside:

Front: Paved foregarden.

Rear: Yard, entry access and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233.



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LOT 38

Freehold Vacant Semi-Detached House on Corner Plot with 3 Bedrooms

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

16 Oval Road, Tipton, West Midlands, DY4 9RU



Property Description:

A semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof occupying a corner plot with generous fore-garden and driveway with garage providing off-road car parking.

The property benefits from having well laid out accommodation including three bedrooms and gas-fired central heating but requires modernisation and improvement.

Oval Road forms part of an established residential area and leads off Central Avenue and the property is conveniently located within two miles to the north of Dudley Town Centre and five miles to the south of Wolverhampton City Centre.

Accommodation:

Ground Floor

Porch, Reception Hall, Lounge: 4.55m x 3.41m, Dining Room: 3.32m x 3.07m, Kitchen: 2.73m x 2.11m plus 2.19m x 1.05m with pantry, Rear Entrance Hall, Toilet and Store.

First Floor

Stairs and Landing, Bedroom One (Double): 3.08m x 2.88m, Bedroom Two (Double): 4.63m x 2.48m, Bedroom Three (Single): 4.67m x 1.98m (max.), Shower Room with glazed shower enclosure and pedestal wash basin, Separate wc.

Outside:

Front: Wide foregarden with paved area, lawn and gated driveway leading to prefabricated garage, pedestrian side access to rear.

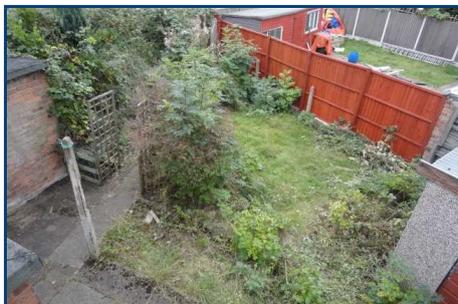
Rear: Yard and predominantly lawned garden.

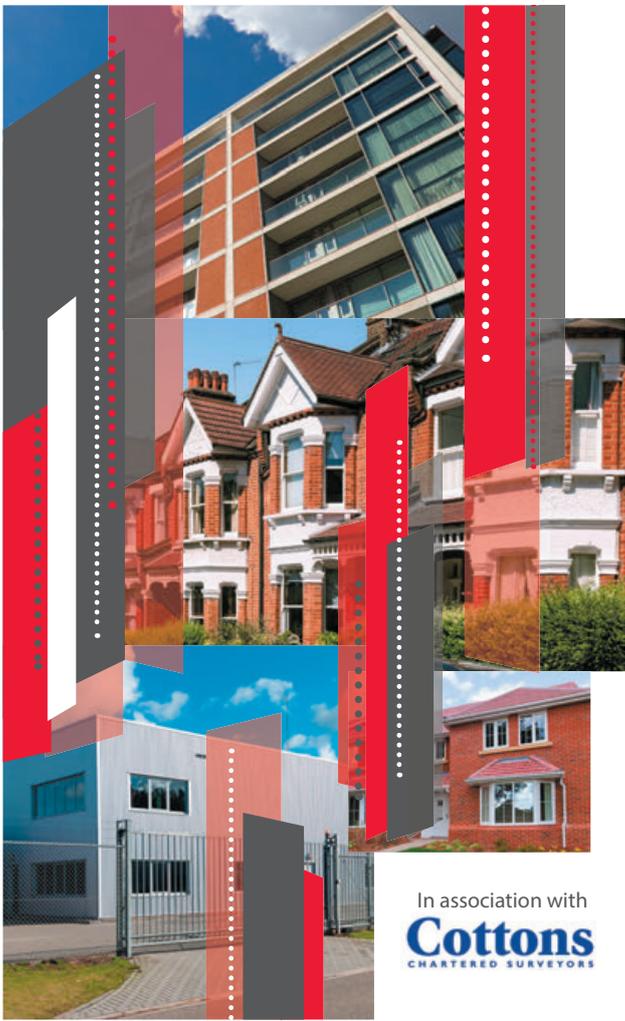
Legal Documents:

Available at www.cottons.co.uk. All interested parties are advised to inspect the mining search available within the legal pack.

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** G9.3:

- (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 disapplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

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

G2. Deposit

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

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

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

G2.2 The deposit

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

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

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

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

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

G3. Between contract and completion

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

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

(b) pay the premiums when due;

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

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

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

(ii) the documents accompanying that application;

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the contract;

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

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

(d) resell the lot; and

(e) claim damages from the buyer.

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

(a) terminate the contract; and

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

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

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

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

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

G9.5 The buyer must:

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

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
- (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

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

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

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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