

15TH DECEMBER 2021

Cottons

CHARTERED SURVEYORS

AUCTION

**WEDNESDAY 15TH DECEMBER
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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website www.cottons.co.uk/contact/ if you require any clarification upon how we hold data.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

Definition

Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

A COLLECTIVE AUCTION SALE of 40 LOTS

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

ORDER OF SALE

<u>Lot.</u>	<u>Address</u>	<u>Tenure</u>
1	246 Heather Road, Small Heath, B'ham B10 9BD	Freehold Vacant Residential
2	31 The Link, Hall Green, B'ham B27 7ST	Freehold Vacant Residential
3	17 Twynning Road, Edgbaston, B'ham B16 0HJ	Freehold Vacant Residential
4	1 Grange Cottage, Lutley Lane, Halesowen B63 1EZ	Freehold Vacant Residential
5	6 Westthorpe Grove, Hockley, B'ham B19 3DA	Leasehold Vacant Residential
6	10a Westthorpe Grove, Hockley, B'ham B19 3DA	Leasehold Vacant Residential
7	813b Warwick Road, Tyseley, B'ham B11 2EL	Leasehold Residential Investment
8	86 Lodge Road, West Bromwich B70 8PL	Freehold Vacant Residential
9	28 Nuthurst Road, West Heath, B'ham B31 4SR	Freehold Vacant Residential
10	4 Chetwynd Close, Rugeley, Staffs WS15 1LU	Freehold Vacant Residential
11	Flat 1 Warley Court, Moat Road, Oldbury B68 8EL	Leasehold Vacant Residential
12	14 Higgins Avenue, Bilston WV14 8QW	Freehold Vacant Residential
13	6 Long Hyde Road, Smethwick B67 5DT	Freehold Vacant Residential
14	59 Frederick Road, Selly Oak, B'ham B29 6NX	Freehold Vacant Redevelopment
15	61 Frederick Road, Selly Oak, B'ham B29 6NX	Freehold Vacant Residential
16	17 Henry Road, South Yardley, B'ham B25 8AH	Freehold Vacant Residential
17	1273 Bristol Road South, Northfield, B'ham B31 2SP	Freehold Commercial Investment
18	17 Arrow Walk, Kings Norton, B'ham B38 9HP	Leasehold Vacant Children's Nursery
19	The Oaks 432 Birmingham Rd, Bromsgrove B61 0HL	Freehold Vacant Former Care Home
20	Café Premises, Walstead Road West, Walsall WS5 4PE	Freehold Commercial Investment
21	3 Union Road, Shirley, Solihull, West Mids B90 3BT	Leasehold Commercial Investment
22	15 The Orchard, Belper, Derbyshire DE56 1DF	Freehold Residential Investment
23	22 Sadler Road, Walsall WS8 6BG	Freehold Vacant Residential
24	250 Bradbury Lane, Hednesford, Cannock, WS12 4EP	Freehold Residential Investment
25	252 Bradbury Lane, Hednesford, Cannock, WS12 4EP	Freehold Residential Investment
26	103 Bells Lane, Kings Norton, B'ham B14 5QJ	Freehold Vacant Residential
27	72 Bridgelands Way, Perry Barr, B'ham B20 3JU	Leasehold Vacant Residential
28	Plot H05, Marlow Road, Lane End, High Wycombe	Freehold Land
29	Plot Shx58, Oxford Lane, Sible Hedingham	Freehold Land
30	41 Elmwood Road, Erdington, B'ham B24 9NW	Freehold Vacant Residential
31	Baptist Chapel, Temple Grafton, Alcester, B49 6NS	Freehold Oast/Barn for Conversion
32	31 Ryland House, Great Hampton Row, B'ham B19 3JH	Leasehold Vacant Residential
33	2 Meadow Walk, B'ham B14 5RN	Freehold Vacant Residential
34	131 Turton Road, Tipton, West Mids DY4 9LW	Freehold Residential Investment
35	62 Ettingshall Road, Bilston, West Mids WV14 9UG	Freehold Vacant Residential
36	195 Warstones Drive, Wolverhampton WV4 4NQ	Freehold Vacant Residential
37	141 Dudley Road, Wolverhampton WV2 3DH	Freehold Commercial Investment
38	6 Albert Street, Lye, Stourbridge, West Mids DY9 8AG	Freehold Vacant Residential
39	1 The Coach House, 6 Regent St, Willenhall WV13 1DJ	Freehold Vacant Residential
40	23 Westhill Road, Kings Norton, Birmingham, B38 8TL	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 £6,250, which shall be fully refunded in the event your bid is unsuccessful.

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

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

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

**COVID – 19
AUCTION UPDATE**

In line with the Government's latest advice, we have taken the decision to broadcast our next Auction on Wednesday 15th December 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 £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete you bidding and our bank details will be provided once we have processed your bidding form.

DUE DILIGENCE

Recommended Due Diligence Before Bidding

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

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

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

What is a Reserve Price?

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

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

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

Start of the Auction

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

Bidding

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

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

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

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

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

**POST
AUCTION**

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

DEPOSIT

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £1,250 (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
bidding@cottons.co.uk

PROXY, TELEPHONE & INTERNET BIDDING FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000

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

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

TYPE OF BID

TELEPHONE
(please one tick)

PROXY
(please one tick)

INTERNET
(please one tick)

BIDDER INFORMATION

Name

Company Name
(if applicable)

Address

Contact Number

Contact Number for
telephone bid on
Auction Day

SOLICITOR INFORMATION

Name

Address

Telephone Number

Contact

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

Name of
Account Holder

Account No.

Sort Code

LOT DETAILS

LOT

Address

Maximum Bid
(proxy bid)

Maximum Bid
(words)

PAYMENT DETAILS

Payment
Required

£6,250
(Six Thousand, Two Hundred
and Fifty Pounds)

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

Signed

Date

REMOTE BIDDING TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL by post or email at auctions@cottons.co.uk (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

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

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

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

The Proxy bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The auctioneer will not bid on Proxy bids beyond the maximum authorised bid and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction. The Maximum bid price on Proxy bids must be an exact figure.

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Auctioneer's will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

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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.

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

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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

Bedroom1 (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 Three Bedroom Semi-Detached House

*Guide Price: £148,000 - £158,000 (+Fees)

31 The Link, Hall Green, Birmingham, West Midlands B27 7ST
Property Description:

A three bedroom semi-detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having majority UPVC double glazing and gas fired central heating. The Link is located off both York Road and Hollyhock Road and is within a quarter of a miles distance to the shops and amenities located on Fox Hollies Road

Accommodation:
Ground Floor

Side Entrance, Under Stairs Storage Cupboard, Lounge: (5.19 x 4.01 mtrs), Kitchen (2.85 x 3.24 mtrs), Shower Room: (2.88 x 1.55 mtrs) having shower cubicle,

wash basin and WC, Veranda/Utility Area: (2.35 x 2.97 mtrs), Stairs

First Floor

Bedroom 1: (3.28 x 4.97 mtrs), Bedroom 2: (3.91 x 2.58 mtrs), Bedroom 3: (2.90 x 2.29 mtrs)

Outside:

Front: Paved foregarden allowing for off road parking

Rear: Patio area and lawned garden

Legal Documents: – Available at

www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233


LOT 3
Freehold Vacant Four Bedroom House

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

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

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

Accommodation:
Ground Floor

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

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

First Floor

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

Second Floor

Bedroom 4: (3.64 x 4.87m)

Outside:

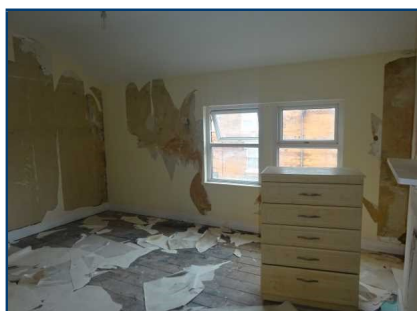
Front: Forgarden

Rear: Lawned garden with brick built store

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 4

Freehold Vacant Three Bedroom Semi Detached Cottage
*Guide Price: £160,000 - £180,000 (+Fees)

1 Grange Cottages, Lutley Lane, Hayley Green, Halesowen, West Midlands, B63 1EZ



Property Description:

A traditional semi detached cottage of two-storey brick construction, surmounted by a hipped slate clad roof, benefitting from UPVC double glazed windows, three bedrooms, off-road car parking and an extensive rear garden with garden room.

The property requires modernisation and improvement throughout and may have scope for extension of the existing dwelling, subject to obtaining planning consent.

Hayley Green comprises of a small Hamlet surrounded by open countryside and located off Lutley Lane, approximately one mile to the north of Hagley Road (A456), conveniently within two miles to the west of Halesowen and three miles to the east of Stourbridge.

Accommodation:

Ground Floor

Lounge: 4.9m x 3.48m, Kitchen: 3.31m x 2.29m with Pantry, Veranda: 2.61m x 1.56m, Shower Room: 2.7m x 1.42m with shower, vanity wash basin and wc.

First Floor

Stairs and Landing, Bedroom One: 2.52m x 2.31m, Bedroom Two: 3.48m x 2.47m (max.), Bedroom Three: 3.7m x 2.27m with walk-in cupboard.

Outside:

Front: Foregarden set behind mature hedge, paved and gravelled driveway, providing off-road parking for two cars.

Rear: Paved patio/yard with a wooden built garden room: 4.12m x 2.27m, brick stores and a long garden, partly lawned and partly overgrown.

Legal Documents:

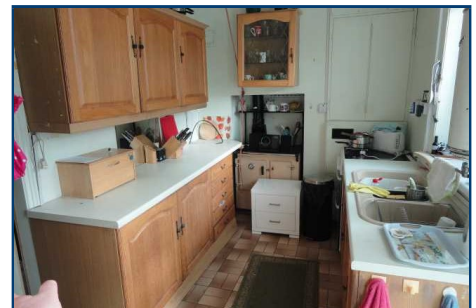
Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note: All persons viewing should park in the driveway of 2 Grange Cottages (white cottage to the left of the subject property) to avoid parking on the road.



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



LOT 5
Leasehold Vacant Three Bedroom Duplex Maisonette
 *Guide Price: £85,000 - £95,000 (+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 and offers excellent investment potential appealing to tenants working within the Jewellery Quarter or City Centre.

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.

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


--- Legal Documents Online ---


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

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

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LOT 6

Leasehold Vacant One Bedroom Flat
*Guide Price: £50,000 - £57,000 (+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 and private garden and offers excellent investment potential appealing to tenants working within the Jewellery Quarter or City Centre.

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.

Viewings: Via Cottons - 0121 247 2233

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.

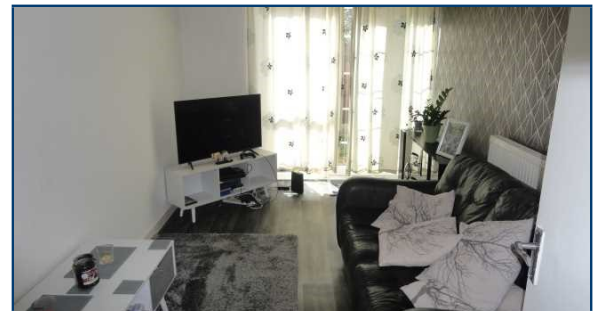
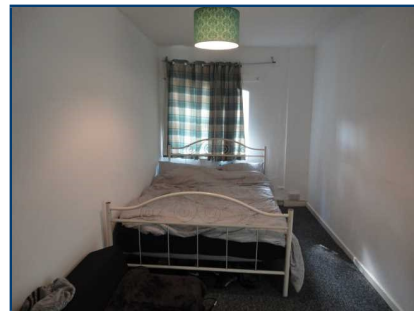
Leasehold Information:

Lease Term: 99 Years from 29/09/1981

Ground Rent: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk



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LOT 7
Leasehold Investment Presentable Two Bedroom Flat
 *Guide Price: £55,000 - £60,000 (+Fees)

Flat B, 813 Warwick Road, Tyseley, Birmingham, West Midlands B11 2EL
Property Description:

A presentable and well laid out two bedroom flat forming part of a three-storey development comprising of a ground floor retail shop with flats over. The property benefits from two bedrooms, UPVC double glazed windows and gas fired central heating and has been very well maintained by the current tenant, who has occupied the property for 20 years.

The property is approached from a communal entrance and set back from Warwick Road behind a tarmacaded forecourt and forms part of the established Tyseley area which contains a mix of traditional residential properties, industrial and commercial premises. Warwick Road (A41) provides direct access to both Sparkhill and Acocks Green Shopping Centres and Birmingham City Centre is located within three miles to the north west.

Tenancy Information:

The property is currently let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum).

Accommodation:
Ground Floor

Communal Entrance, Stairs and Landing.

First Floor

Reception Hall with Utility Cupboard/Pantry, Lounge: 3.83m x 3.71m, Bedroom One (Double): 3.9m x 3.68m, Bedroom Two (Single): 3.58m x 2.03m, Kitchen: 2.45m x 1.83m, Bathroom: 2.48m x 1.56m with panel bath, having shower over, pedestal wash basin and wc.

Leasehold Information:

Lease Term: 125 years from 29th September 1979 (Approx. 82 years unexpired).

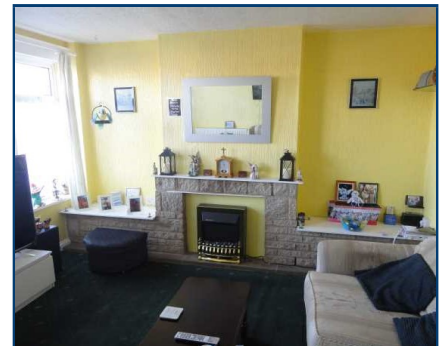
Ground Rent: £35 per annum.

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 8

Freehold Vacant Three Storey Mid terraced House with Four Bedrooms

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

86 Lodge Road, West Bromwich, West Midlands, B70 8PL



Property Description:

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

Accommodation:

Ground Floor

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

First Floor

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

Second Floor

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

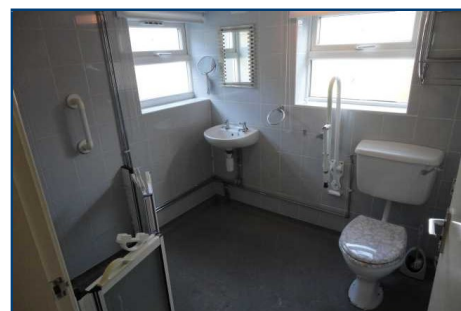
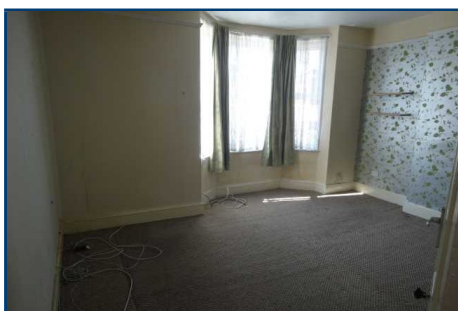
Outside:

Front: Walled foregarden

Rear: Yard and garden with rear pedestrian access.

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

Viewings – Via Cottons – 0121 247 2233



LOT 9
Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £138,000 - £148,000 (+Fees)

28 Nuthurst Road, Birmingham, West Midlands, B31 4SR

Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a pitched tile clad roof occupying a generous plot with large rear garden and benefitting from three bedrooms, garage and off-road parking but requiring complete modernisation and refurbishment throughout.

The property forms part of an established residential area containing a range of similar dwelling houses and located at the very southern edge of the Birmingham Conurbation, close to open countryside which includes Lickey Hills Country Park. Nuthurst Road leads directly off Longbridge Lane (B4096) and the property is conveniently within less than one mile from the redeveloped Longbridge Shopping Centre. Birmingham City Centre lies within approximately 8 miles to the north and the property is conveniently within two miles of the M42 Motorway (Junction 2).

Accommodation:
Ground Floor

Porch, Reception Hall, Front Reception Room: 3.64m x 3.6m, Rear Reception Room: 4.15m x 3.63m, Kitchen: 3.19m x 2.45m with pantry, Rear Entrance Hall, Brick Store, Side Garage: 8.86m x 2.76m, Verandah/Covered Yard.

First Floor

Stairs and Landing, Bedroom One (Double): 3.65m x 3.6m, Bedroom Two (Double): 4.16m x 3.63m, Bedroom Three (Single): 2.43m x 2.34m, Bathroom: 2.44m x 2.27m with bath, glazed shower and wash basin, Separate wc.

Outside:

Front: Lawned foregarden and driveway to garage.

Rear: Patio, outside toilet and a long, predominantly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note: The property is being sold on a Freehold basis by joint instruction of both the Freeholder and Leaseholder, who are combining their interests. All details are available within the legal pack.



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



LOT 10

Freehold Vacant Three Bedroom Semi-Detached House
*Guide Price: £80,000 - £89,000 (+Fees)

4 Chetwynd Close, Rugeley, Staffordshire WS15 1LU

Property Description:

A semi-detached house of 'Wimpey No Fines' construction, surmounted by a pitched tile clad roof set back behind a lawned foregarden and providing well laid out accommodation benefitting from three bedrooms, UPVC double glazed windows and gas fired central heating.

Chetwynd Close comprises of a cul-de-sac leading directly off Coppice Road and forms part of an established residential estate located off Queensway which, in turn leads off Hednesford Road (A460) and the property is conveniently within half a mile from Rugeley Town Centre and on the edge of Cannock Chase, an area of outstanding natural beauty offering a wide range of outdoor leisure activities.

First Floor

Stairs and Landing, Bedroom One (Double): 4.15m x 3.00m, Bedroom Two (Single): 3.82m x 1.77m, Bedroom Three (Single): 3.26m x 1.85m, Bathroom with panel bath, having shower over, pedestal wash basin and wc.

Outside:

Front: Lawned foregarden with pedestrian side access to rear.

Rear: Paved patio and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Available at www.cottons.co.uk



LOT 11

Leasehold (149 Years Unexpired) Vacant One Bedroom Flat
*Guide Price: £45,000 - £50,000 (+Fees)

Flat 1 Warley Court, Moat Road, Oldbury, West Midlands B68 8EL

Property Description:

A purpose-built one bedroom flat situated in a prominently located development known as Warley Court, which contains a range of neighbourhood retail units with flats over, accessed by way of a communal entrance. The property provides well laid out accommodation but requires modernisation and refurbishment throughout.

The property is situated at the Junction of Moss Road and Pound Road, forming part of a well regarded residential area, conveniently located within approximately one and a half miles from Bearwood Shopping Centre and the M5 Motorway (Junction 2).

Accommodation:

Ground Floor

Secure communal front entrance, stairs and landing.

First Floor

Reception Hall, Breakfast Kitchen: 3.49m x 3.1m, Lounge: 4.1m x 3.49m, Double Bedroom: 3.68m x 3.14m, Bathroom: 1.97m x 1.66m with panel bath, having shower over, pedestal wash basin and wc.

Outside:

Communal forecourt/parking area.

Leasehold Information:

Lease Term: 150 years from 1st December 2021.

Ground Rent: Currently £50 per annum.

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



LOT 12
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 13
Freehold Vacant Mid-Terraced House with Two Bedrooms

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

6 Long Hyde Road, Bearwood, Smethwick, West Midlands B67 5DT
Property Description:

A traditional mid-terraced house of two-storey, brick construction, surmounted by a pitched replacement tile clad roof and set back from the road behind a walled foregarden.

The property provides well-laid out accommodation and benefits from UPVC double glazed windows and gas fired central heating but requires modernisation and cosmetic improvement.

The property forms part of an established and popular residential area and Long Hyde Road runs between Wigorn Road and Milcote Road and is conveniently within approximately 300 metres from both Bearwood Road, which contains a wide range of local retail shops and amenities, and Lightwoods Park.

Accommodation
Ground Floor

Lounge: 3.63m x 3.42m, Inner Hall with storage cupboard, Dining Room: 3.75m x 3.66m, Kitchen: 3.31m x 1.93m

First Floor

Stairs and Landing, Bedroom One: 3.63m x 3.42m, Bedroom Two: 3.79m x 2.73m, Bathroom with panel bath, pedestal wash basin and wc.

Outside:

Front: Walled foregarden.

Rear: Garden with brick outbuildings.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 14

Freehold Vacant Business/Redevelopment Opportunity
*Guide Price: £450,000 - £495,000 (+Fees)

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



Property Description:

A valuable Business and redevelopment opportunity to purchase a modern built former children's nursery, self-contained within a secure gated plot located directly off Frederick Road, 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 benefiting from ample off-road parking, gas-fired central heating and double glazed windows.

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 property was converted to a children's nursery, being within Use Class Order E (formerly D1), following grant of planning consent in August 2010 and was trading until recently. Alternatively the property may be suitable for a variety of alternative uses including conversion to a residential dwelling, flats, HMO or other commercial uses, all subject to planning consent and all interested parties should discuss any proposals they may have for the property with the local planning department at Birmingham City Council, prior to bidding.

Accommodation:

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: 5.7 6 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.

Legal Documents:

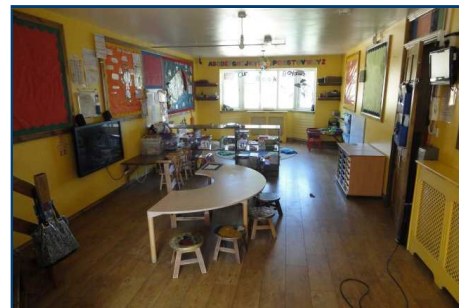
Available at www.cottons.co.uk

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 15
Freehold Vacant Semi Detached House with Four Bedrooms

*Guide Price: £230,000 - £255,000 (+Fees)

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

Property Description:

A presentable and much improved 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. In addition the property also benefits from a Certificate of Lawfulness, granted in 2018 (Ref:2018/03096/PA) for conversion of the loft area.

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.

Accommodation:
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.

Loft Area

Certificate of Lawfulness granted for Proposed Loft Conversion

Outside:

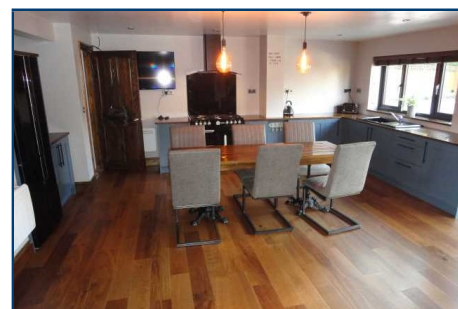
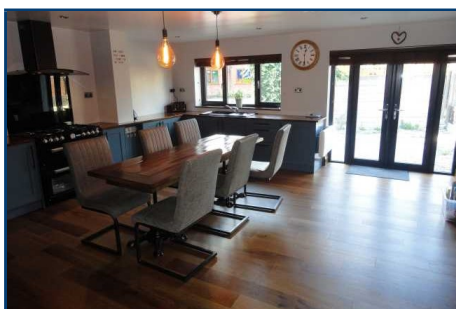
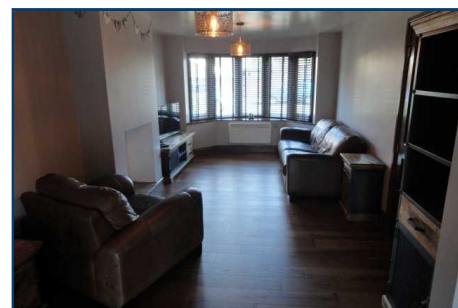
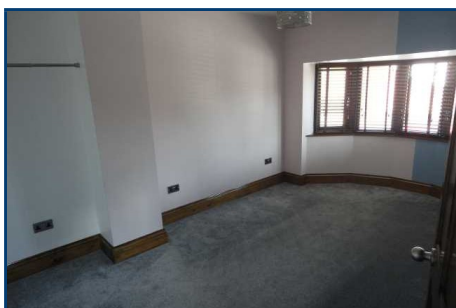
Front: Gravelled foregarden providing off-road car parking.

Rear: Gravelled garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 16

Freehold Vacant Property (Four Double Bedrooms)
*Guide Price: £240,000 - £260,000 (+Fees)

17 Henry Road, South Yardley, Birmingham, West Midlands B25 8AH

Property Description:

A three storey, four bedroom, mid-terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having part double glazed windows, gas fired central heating and four double bedrooms. Henry Road is located off both Boughton Road and Coventry Road (A45) providing direct access to Birmingham City Centre and the property is within a quarter of a mile distance of the Swan Island and within half a mile distance of the main shopping area located in Yardley. Completion will be 8 Weeks following exchange of contracts.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Through/Lounge: (8.32x3.79m), Kitchen/Diner: (5.57x3.39 m), Utility Room: (2.84x2.66m) WC, and Sun Room: (2.21x2.89m), Stairs

First Floor:

Bedroom 1: (3.66x5.41m), Bedroom 2: (3.64x3.73m), Bedroom 3: (3.00x2.77m) and Shower room: (2.44x1.78m) having shower, wash basin and VWC, Stairs,

Second Floor:

Bedroom 4: (5.02x4.53m), Store.

Outside:

Front: Block paved foregarden allowing for off road parking

Rear: Block paved patio area and lawned garden

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

Viewings Via Cottons – 0121 247 2233



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LOT 17
Freehold Investment - Takeaway, Storage Unit and Two Bedroom Flat
 *Guide Price: £320,000 - £350,000 (+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.

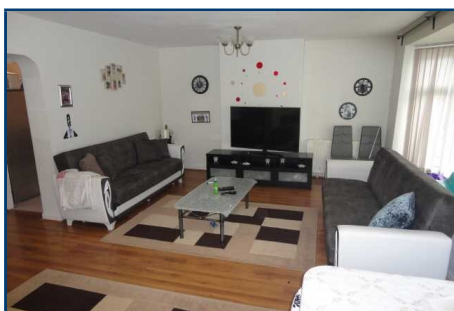
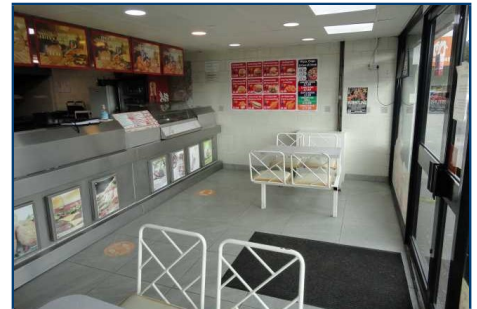
Outside:

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 18

Leasehold Vacant Children's Day Nursery
*Guide Price: £100,000 - £125,000 (+Fees)

By Instruction of the Administrators of Priority Area Playgroups Limited
17 Arrow Walk, Kings Norton, Birmingham, West Midlands, B38 9HP



Property Description:

A purpose-built Children's Day Nursery of single storey brick construction with pitched tile clad roof having been extended with the addition of two prefabricated playrooms.

The accommodation is sub-divided internally to provide a series of playrooms with ancillary offices, kitchen, toilets and stores with surrounding lawned gardens/external play areas and the property has previously been registered for 70 child places. The property is generally in a presentable condition, having traded until recently and contains a large quantity of play equipment, office and kitchen equipment and benefits from gas fired central heating and roller shutter protection.

The property is set back from Arrow Walk behind a secure gated tarmac car park and is securely ring-fenced with palisade fencing and Arrow Walk forms part of an established residential area and is located directly off Icknield Street in the residential suburb of Kings Norton and is located close to the edge of the Birmingham Conurbation abutting open countryside.

Planning:

The property may be suitable for a range of alternative uses, however all interested parties should contact the Local Planning Authority at Birmingham City Council to discuss any proposals for the site.

Accommodation:

Ground Floor

Reception Hall with Toilets and Disabled Toilets, Staff Room, Hallway, two Offices, fully equipped Kitchen, Kitchen Store, Laundry Rooms, Medical Room, Four Playrooms, Children's Toilet.

Rear Section:

Hallway linking to prefabricated Building One with large Playroom, Store, Kitchenette, Toilet and Children's Toilet, prefabricated Building Two with large Playroom, Two Small Playrooms, Kitchenette and Children's Toilets.

Outside:

Tarmac car park with secure gated entrance, securely fenced lawned gardens, three lock-up garages and a designated play area.

Gross Internal Areas:

Main Area: 358.46 sq m (3,858 sq ft)

Prefab Buildings: 122.91 sq m (1,323 sq ft)

Total Area: 481.37 sq m (5,181 sq ft)

Total Site Area: 0.29 Hectares (0.72 Acres)

Leasehold Information:

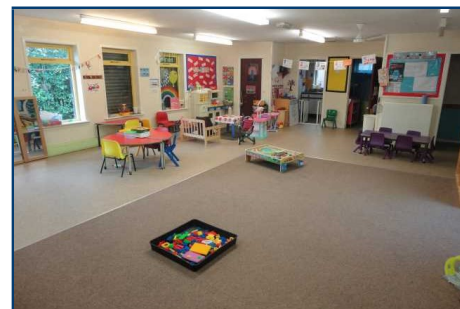
The title is made up of three separate coterminous ground leases for a term of 75 years from 24th June 1987 (expiring 23rd June 2062).

Ground Rent: One Peppercorn.

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 19
Freehold Vacant Former Care Home with 13 Bedrooms

*Guide Price: £425,000 - PLUS (+Fees)

By Instruction of the Joint Receivers
The Oaks Care Home 432 Birmingham Road, Marlbrook, Bromsgrove, Worcs, B61 0HL

Property Description:

A former Care Home comprising of a detached residence, predominantly of two-storey brick construction, surmounted by a pitched slate clad roof and with single storey extensions to the side and rear.

The property is set back from Birmingham Road, privately behind a tarmacadamed forecourt which provides off-road car parking and provides extensive accommodation benefiting from gas-fired central heating and mostly UPVC double glazed windows.

Birmingham Road (A38) provides convenient access to the M42 Motorway (Junction 1) located approximately one mile to the south and the M5 Motorway (Junction 4) located approximately one mile to the north and the property is approximately two miles to the north of Bromsgrove Town Centre and ten miles to the south west of Birmingham City Centre.

Planning:

Records on Bromsgrove District Council Website confirm the property was granted Planning Consent for a Care Home in 1984 (Ref: B/12079/1984) and was extended in 1990 (Ref: B/19474/1990) to provide the existing accommodation.

The property may be suitable for a variety of alternate uses including conversion to a large residential dwelling and all interested parties should contact the Local Planning Department at Bromsgrove District Council to discuss any proposals prior to bidding.

Accommodation
Ground Floor

Reception Hall with Cellar access, having one room, Laundry Room, Nine Bedrooms (one having En-Suite Shower Room with wash basin and wc, Kitchen, Dining Room, Lounge, Office, Wash Room, Toilet and Bathroom accommodation.

First Floor

Stairs and Landing, Four Bedrooms, Box Room, Wet Room with shower, wash basin and wc and Cloakroom with wc.

Outside:

Front: Tarmacadamed forecourt providing off-road parking.

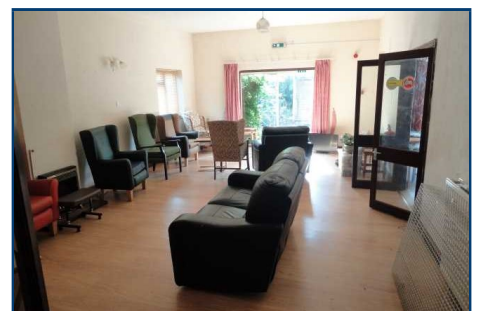
Rear: Patio area, large garden and summer house.

Total Site Area: 0.33 Acres approx.

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 20

Freehold Investment - Established Cafe Premises in Prominent Location
*Guide Price: £35,000 - £40,000 (+Fees)

Café Premises, Walstead Road West, Walsall, West Midlands WS5 4PE

Property Description:

A long established Café located on Walstead Road West, set within a rectangular shaped site and set back behind a forecourt parking and external seating area.

The property is of single storey brick construction with flat roof and clad to the front elevation and offers well proportioned accommodation which has been generally well maintained by the current tenant who has been in occupation of the property for 21 years. The property may offer scope for future extension or redevelopment subject to planning consent.

The property is situated virtually opposite the junction with Fullbrook Road and located in a mixed use area containing a range of residential housing, industrial premises and college.

Walstead Road West leads directly off West Bromwich Road and the property is located within one mile to the south of Walsall Town Centre and one mile to the East of the M6 Motorway (Junction 9).

Tenancy Information:

The property is let trading as Daves Cafe on a full repairing and insuring lease for a term of 3 years which commenced on 29th September 2021 at a rental of £3,195 per annum.

Accommodation:

Ground Floor

Cafe with seating, servery, kitchen area and toilets: 66.1 sq m (711 sq ft). (Measurements by courtesy of Valuation Office Agency Website).

Outside:

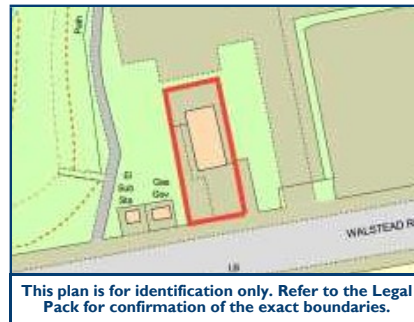
Forecourt parking and seating area, side access to rear yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



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

LOT 21

Leasehold Investment - Prominently Located Estate Agents Office
*Guide Price: £45,000 - £50,000 (+Fees)

3 Union Road, Shirley, Solihull, West Midlands B90 3BT

Property Description:

A ground floor leasehold commercial premises comprising of a long established Estate Agency office, occupied for many years by Harry Barber Chartered Surveyor and Estate Agent and prominently located at the junction of Stratford Road and Union Road.

The property forms part of a parade of retail premises forming part of the busy Shirley Shopping Centre and enjoying a high level of passing trade, due to its location overlooking Stratford Road (A34).

Tenancy Information:

The property is currently let to Xact (UK) Group Limited t/as Xact Estate Agents for a term of 5 years, expiring on 31st January 2023 on full repairing and insuring terms and at a current rental of £7,000 per annum.

Accommodation:

Ground Floor

Estate Agency Office: 21.8 sq m (234 sq ft), Kitchen and Internal Storage (Measurements courtesy of Valuation Office Agency Website).



Legal Documents:

Lease Term: 76 years from 29th September 1960.

Available at www.cottons.co.uk

Ground Rent:/ £15.62 per annum.

Viewings:

Via Cottons - 0121 247 2233

LOT 22
Freehold Investment (Three Bedroom Semi-detached Property)

*Guide Price: £115,000 - £125,000 (+Fees)

15 The Orchard, Belper, Derbyshire DE56 1DF
Property Description:

A traditional three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property is set in an established residential area. The property is situated in a substantial plot extending to approximately 215sq.mtrs (2,322sq.ft) which may provide scope for future extension/redevelopment works. The property benefits from having gas fired central heating. The Orchard is located off Green Lane close to the junction with Field Lane and Field Row. The property is currently let on a Regulated Tenancy at a registered rental of £74.00 per week (£3,848 per annum)

Accommodation:

Whilst the property has not been inspected by the Auctioneers the Rent Registration Document contains the following details:

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

3 Bedrooms and Bathroom with WC

Outside:

Front: Walled foregarden

Rear and Side: Lawned garden

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

Viewings: Via Cottons – 0121 247 2233



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

LOT 23
Freehold Vacant End Town House with Three Bedrooms

*Guide Price: £90,000 - PLUS (+Fees)

22 Sadler Road, Brownhills, Walsall, WS8 6BG
Property Description:

An end terraced house of two-storey brick construction, having rendered front elevation, surmounted by a pitched tile clad roof and set back from the road behind a foregarden and parking space.

The property benefits from three bedrooms, double glazed windows and central heating but requires modernisation and refurbishment throughout.

The property is situated in a popular residential area approximately ten minutes walk from Brownhills High Street and is pleasantly located overlooking the Wyrley and Essington Canal with open countryside beyond and the rear garden provides access directly to the canal towpath.

Sadler Road runs between Lichfield Road and Catshill Road and is interestingly located less than a mile from the Staffordshire Hoard Discovery Site, popular with tourists and treasure hunters.

Accommodation:
Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms, Bathroom and separate wc.

Outside:

Front: Lawned foregarden and paved hardstanding providing off-road car parking.

Rear: Pedestrian side access to yard, garden store and workshop and a good sized rear garden backing directly onto the Wyrley and Essington Canal.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 24

Freehold Investment - Presentable Three Bedroom Semi-Detached House

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

250 Bradbury Lane, Hednesford, Cannock, Staffordshire, WS12 4EP



Property Description:

A semi-detached house of non-traditional "Cornish" style construction having tile clad first floor elevation and roof set back from the road behind a foregarden. The property is presentable having been extremely well maintained and improved by the current tenants and benefits from having three bedrooms, gas fired central heating and UPVC double glazed windows.

Bradbury Lane forms part of a predominantly residential area containing a range of similar dwellings and is located approximately two and a half miles to the North East of Cannock Town Centre and is close to the edge of Cannock Chase which has been designated as an area of outstanding natural beauty.

The property is let on an Assured Shorthold Tenancy at a rental of £390 pcm (£4,680 per annum) which is currently being reviewed with an proposed increase prior to the auction. The tenants have been in occupation for approx. 18 years having maintained and improved the property to a good presentable condition and have indicated they would like to remain at the property for the foreseeable future.

Accommodation:

Ground Floor

Reception Hall, Lounge: 4.07m x 3.42m, Kitchen: 4.41m x 2.58m, Utility/Rear Entrance Hall: 2.59m x 1.48m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.22m x 2.92m, Bedroom Two (Double): 3.65m x 2.48m,

Bedroom Three (Single): 2.65m x 2.27m, Bathroom: 2.30m x 1.62m with panel bath having shower attachment, wash basin and wc.

Outside:

Front: Lawned foregarden and shared driveway to rear.

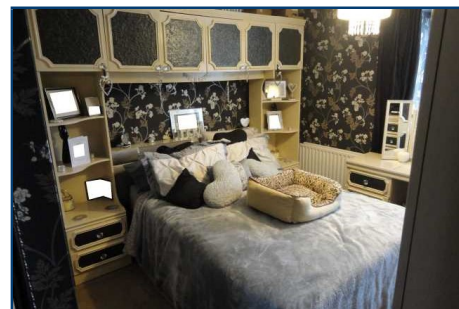
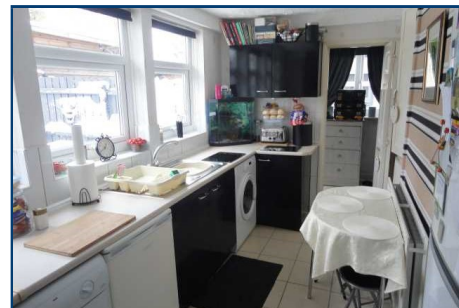
Rear: Garage/Workshop, Patio, raised garden and rear Workshop.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 25

Freehold Investment - Three Bedroom Semi-Detached House
*Guide Price: £68,000 - £75,000 (+Fees)

252 Bradbury Lane, Hednesford, Cannock, Staffordshire WS12 4EP

Property Description:

A semi-detached house of non-traditional "Cornish" style construction having tile clad first floor elevation and roof set back from the road behind a foregarden. The property benefits from having three bedrooms, gas fired central heating, UPVC double glazed windows and large back garden.

Bradbury Lane forms part of a predominantly residential area containing a range of similar dwellings and is located approximately two and a half miles to the North East of Cannock Town Centre and is close to the edge of Cannock Chase which has been designated as an area of outstanding natural beauty.

The property is current let on an Assured Tenancy at a rental of £95.00 per week (£4,940 per annum) with the tenant has been in occupation for many years.

Accommodation:

Ground Floor

Reception Hall, Lounge, Kitchen, Utility/Rear Entrance Hall.

First Floor

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

Outside:

Front: Lawned foregarden and driveway to rear.

Rear: Gated side access to yard and large garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 26

Freehold Vacant Linked Detached Property
*Guide Price: £210,000 - £230,000 (+Fees)

103 Bells Lane, Kings Norton, Birmingham, West Midlands, B14 5QJ



Property Description:

A vacant linked detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved fore garden with a duel access driveway providing off road parking and access to double garage. The property benefits from having UPVC double glazing and gas fired central heating. The property may provide scope for future extension works/redevelopment. The property is located on Bells Lane opposite the junction of Harbinger Road.

Planning

The property has historic planning for extension works (Application number 00203009 dated 10/08/1972) to provide a 4 bedroom property, a copy of the plans are available to inspect within the Legal Pack. Please note this application has expired and all interested parties must satisfy themselves in full with Birmingham Council with any proposals they may have.

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (3.91x3.64m), Dining Room: (3.32x3.64m), Kitchen/Diner: (3.02x4.82m), WC, Utility Area: (1.88x1.54m), Stairs,

First Floor

Landing, Store, Bedroom 1: (3.33x3.66m), Bedroom 2: (3.33x3.66m) and Family Bathroom: (2.06x2.26m) having panelled bath with shower over, wash basin and WC

Outside:

Front: Duel access driveway providing off road parking and access to double garage

Rear: Garden

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

Viewings - Via Cottons – 0121 247 2233



LOT 27
Leasehold Vacant Duplex Maisonette (Three Bedrooms)

*Guide Price: £78,000 - £88,000 (+Fees)

72 Bridgelands Way, Perry Barr, Birmingham, West Midlands B20 3JU
Property Description:

A three bedroom duplex maisonette situated in a purpose built block. The property offers well laid out accommodation and gas fired central heating, however requires modernisation and improvement. Bridgelands Way is located off Livingstone Road which in turn is found off Birchfield Road (A340). The surrounding area is currently and has undergone substantial re-generation /development works within the last few years. The property is approximately within half a miles distance from a One Stop Shopping Centre.

Leasehold Information

Term: 99 years from 29 September 1983

Ground Rent: £25.00 rising to £125.00

Service Charge: Refer to Legal Pack

Accommodation:
Ground Floor:

Communal Entrance and Stairs

Second Floor

Entrance Hallway, Kitchen: (2.96 x 2.73 mtrs),

Lounge: (4.48 x 5.07 mtrs), Stairs

First Floor

Landing, Store x 2, Bedroom 1: (3.63 x 2.76

mtrs), Bedroom 2: (3.73 x 2.24 mtrs),

Bedroom 3: (4.48 x 2.78 mtrs), Bathroom

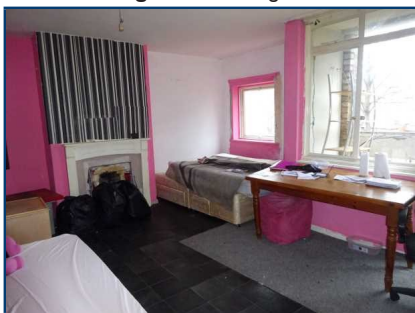
having panelled bath, wash basin: (2.72 x 1.38

mtrs), WC: (1.78 x 0.77 mtrs)

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233


DEPOSITS AND ADMINISTRATION FEE

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

In addition an Administration fee of £1,250 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT).

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

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

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

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LOT 28

Freehold Land
*Guide Price: Nil - Reserve (+Fees)

Plot H05, Marlow Road, Lane End, High Wycombe, HP14 3JW

Property Description:

A rectangular parcel of freehold land extending to an area of approximately 150 sq.mtrs and situated in a Green Belt location. The land forms part of a larger subdivided plot and is situated adjacent to an established residential area known as Lane End. The land is located on Marlow road (B482) close to the junction with Chalky Fields.

Please Note:

The parcel of land has no Planning Consent and all interested parties must satisfy themselves in full with any proposals they may have with Buckinghamshire Council prior to bidding.

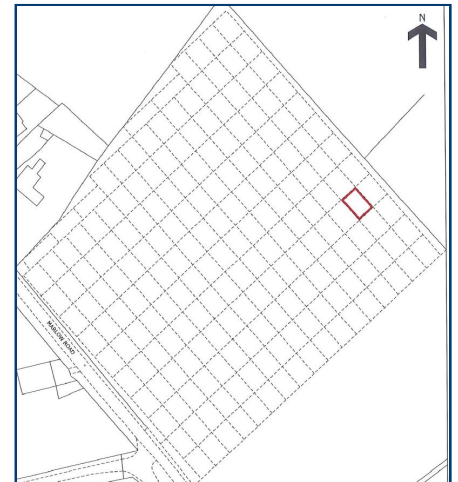
The postcode stated relates to an adjacent property and is for location purposes only.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 29

Freehold Land
*Guide Price: Nil - Reserve (+Fees)

Plot SHX58, Oxford Lane, Sible Hedingham, Braintree, Essex C09 3QH

Property Description:

A rectangular parcel of freehold land extending to an area of approximately 80 sq.mtrs situated in a Green Belt location adjacent to an established residential area. The land forms part of a larger subdivided plot and is situated in Sible Hedingham which is approximately 4 miles from Halstead. The land is located between Prayers Hill and Yeldham Road (A1017).

Please Note:

The parcel of land has no Planning Consent and all interested parties must satisfy themselves in full with any proposals they may have with Braintree District Council prior to bidding.

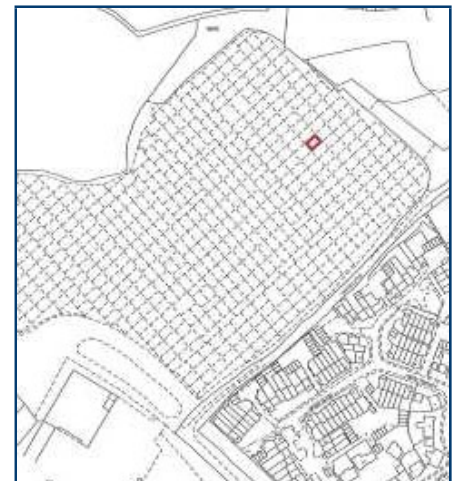
The postcode stated relates to an adjacent property and is for location purposes only.

Legal Documents:

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Viewings:

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LOT 30
Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £140,000 - £148,000 (+Fees)

41 Elmwood Road, Erdington, Birmingham, West Midlands, B24 9NW

Property Description:

A two-storey semi-detached house with rendered elevations with Mansard style roof, providing well laid out and generally presentable accommodation, benefitting from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms and off-road car parking. In addition the seller advises that over the last five years they have conducted various improvements including a new gas fired boiler, complete electrical installation, new bathroom fittings including electric shower, 75% replastering, block paved drive and footpath entrance, new fencing and remedial works to roof and guttering.

Elmwood Road forms part of a predominantly residential area and leads off Bracken Road which links between Tyburn Road (A38) and Kingsbury Road, approximately one mile to the south of Erdington Town Centre and three miles to the north east of Birmingham City Centre.

Accommodation:
Ground Floor

Side Reception Hall with store, Lounge: 4.02m x 3.37m, Dining Room: 4.19m x 3.31m, Kitchen: 4.49m x 1.73m with range of modern fitted units, Rear Entrance Hall, Bathroom with modern suite, comprising panel bath having electric shower over, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double): 4.08m x 3.31m, Bedroom Two (Double): 4.17m x 2.92m, Bedroom Three (Single): 3.1m x 2.18m, Boxroom/Store: 1.82m x 1.6m.

Outside:

Front: Blocked paved forecourt providing off-road car parking.

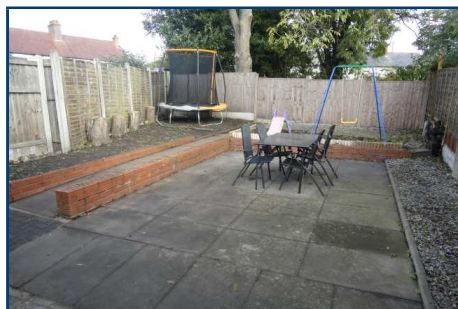
Rear: Pedestrian side gated access to mostly paved garden and patio area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 31

Freehold Vacant Chapel with Potential in Sought After Location

*Guide Price: £110,000 - £118,000 (+Fees)

Baptist Church, Church Bank, Temple Grafton, Alcester, Warwickshire, B49 6NS



Property Description:

A unique opportunity to purchase a Grade II Listed former Chapel, thought to have been constructed early 19th century and comprising a detached building of predominantly stone construction, surmounted by a pitched slate clad roof and offered for sale in unblemished condition with all original features.

The property is located in the most sought after Warwickshire village of Temple Grafton containing a mix of detached dwellings, cottages and farms along with a local public house and primary school and is surrounded by open countryside, popular with tourists and walkers.

Access to the property is via a path/right of way directly off Church Bank and adjacent to Hilltop Cottage. Church Bank leads directly off Alcester Road (A46) and the property is conveniently located within four miles from both Stratford upon Avon and Alcester town centres.

Planning:

The property currently falls within Class F1 (formerly D1) of the Use Classes Order as a place of Worship and may be capable of change of use to other community uses including Clinics, Surgeries, Creche's and Consulting Rooms.

In addition, the property may be suitable for conversion to a single residential dwelling or holiday home, taking advantage of the surrounding countryside and amenities, all subject to obtaining planning consent and building regulation approval and all interested parties are advised to make their own enquiries, prior to bidding, in relation to any proposed development with the Local Planning Department at Stratford on Avon District Council.

Note: The property is subject to an overage clause of 25% of any uplift in value triggered by a Planning Consent for redevelopment.

Ground Floor

Reception Hall with steps leading to viewing gallery/mezzanine, Chapel Hall: 57.2 sq m (615 sq ft), Office: 8.68sq. m (93 sq ft), Hallway/Store Room and Toilets.

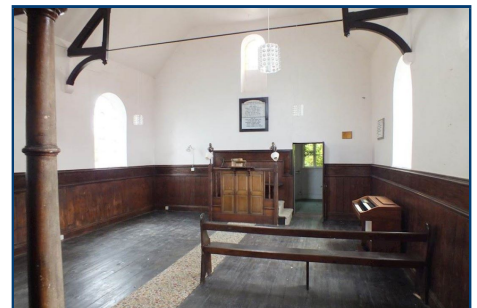
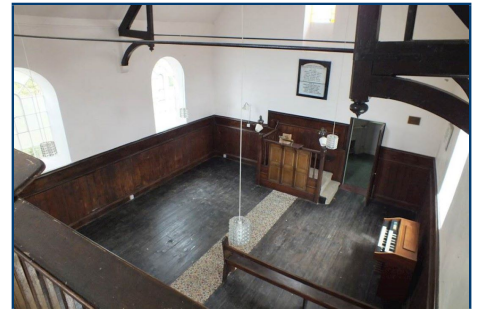
Outside:

There is no formal external space within the title however the lean-to brick built addition to the left hand side of the chapel may be capable of conversion to a private walled garden

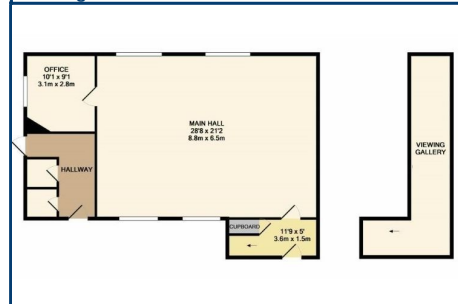
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LOT 32

Leasehold Vacant One Bedroom Flat (98 Years Unexpired)
*Guide Price: £50,000 - £55,000 (+Fees)

Flat 31, Ryland House, Great Hampton Row, Birmingham, West Midlands, B19 3JH

Property Description:

A well laid out one bedroom flat located on the 8th floor of a purpose built block. The property benefits from, electric storage heating, UPVC double glazed windows and is offered for sale in a presentable condition. The property is located on Great Hampton Row at the junction with Unett Street. The Property is within approximately half a miles distance from Birmingham City Centre.

Accommodation:

Ground Floor

Secure Communal Entrance with lift and stair access to 8th floor,

Eighth Floor

Secure Communal Landing, Reception Hall,

Lounge, Kitchen with a range of fitted units, Double Bedroom, Bathroom with a panel bath with shower over, pedestal wash basin, and wc.

Outside:

Communal parking area

Leasehold Information

Term: 125 Years from 20th February 1995
Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 33

Freehold Vacant Possession (3 Bedroom House)
*Guide Price: £130,000 - £140,000 (+Fees)

2 Meadow Walk, Birmingham, West Midlands B14 5RN

Property Description:

A three bedroom end terrace property set back behind a walled fore garden and situated in a convenient location on the Birmingham suburbs. The property benefits from having gas fired central heating and UPVC double glazing. Meadow walk is located off pound road which in turn is off Druids Lane.

Accommodation:

Ground Floor

Entrance Hallway, Lounge (5.79x3.71m), Dining Room (3.40x2.82m), Kitchen (2.30x2.82m), Full length side store,

First Floor

Bedroom 1 (3.74x3.38m), Bedroom 2 (3.41x2.81m), Bedroom 3 (2.84x2.32m),

Bathroom having Bath with shower over, wash basin and WC.

Outside:

Front: - Garden

Rear: Patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 34
Freehold Investment - Three Bedroom Semi-Detached House
 *Guide Price: £120,000 - £129,000 (+Fees)

131 Turton Road, Tipton, West Midlands, DY4 9LH

Property Description:

A semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof having rendered front elevation and providing well laid out accommodation which includes three bedrooms and benefits from UPVC double glazed windows and external doors, gas fired central heating and off road car parking.

Turton Road forms part of an established residential area and the property is situated to the eastern section in a cul-de-sac adjacent to Weddell Wynd Park and conveniently within two and a half miles to the north of Dudley Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum). The property is well maintained by the current tenants who have been in occupation for three years and have indicated they would like to remain at the property for the foreseeable future.

Accommodation:
Ground Floor

Reception Hall, Lounge: 3.47m x 2.9m, Open plan Dining Kitchen: 5.45m x 3.91m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.78m x 3.08m, Bedroom Two (Double): 3.16m x 2.98m, Bedroom Three (Single): 2.68m x 2.32m, Bathroom: 2.37m x 1.68m with panel bath, having shower attachment, wash basin and wc.

Outside:

Front: Lawned foregarden and parking space.

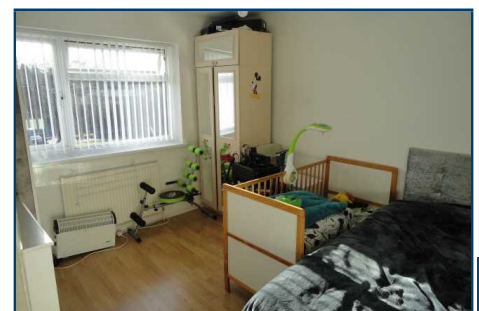
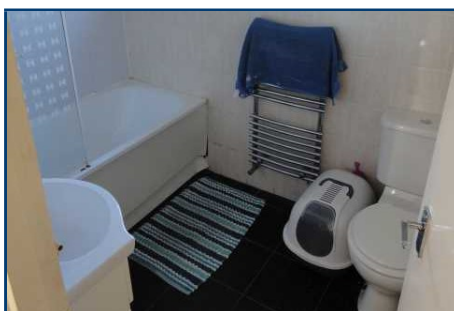
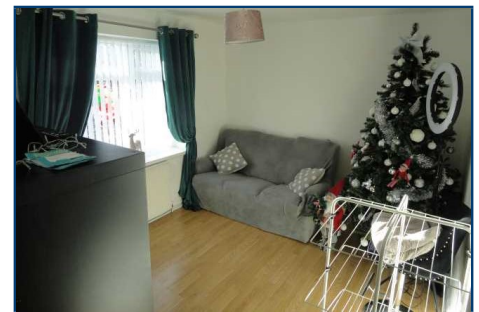
Rear: Lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233.



LOT 35

Freehold Vacant Two Bedroom End Cottage
*Guide Price: £100,000 - £107,000 (+Fees)

62 Ettingshall Road, Bilston, Wolverhampton, WV14 9UG



Property Description:

A traditional end terrace Cottage of two-storey brick construction, surmounted by a pitched tile clad roof, having been extended to both the front and rear with rendered elevations.

The property benefits from UPVC double glazed windows, gas fired central heating and provides well laid out accommodation including two bedrooms and a box room.

The property is set back from Ettingshall Road (A4126) behind a walled foregarden and is situated virtually opposite Moberley Road, conveniently within approximately one and a half miles to the east of Sedgley Shopping Centre, two miles to the west from Bilston Shopping Centre and three miles to the south of Wolverhampton City Centre.

Accommodation:

Ground Floor

Porch, Lounge: 3.89m x 3.32m, Inner Hall with Cellar access, Dining Room: 3.89m x 3.52m, Kitchen: 3.45m x 1.94m, Cloakroom: 2.01m x 1.79m with wc and wash basin, Conservatory/Veranda: 5.03m x 1.66m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.9m x 3.34m, Bedroom Two (Double): 3.53m x 2.8m, Bathroom: 3.07m x 2.2m with panel bath having shower attachment, pedestal wash basin and wc, Boxroom: 2.02m x 2.05m.

Outside:

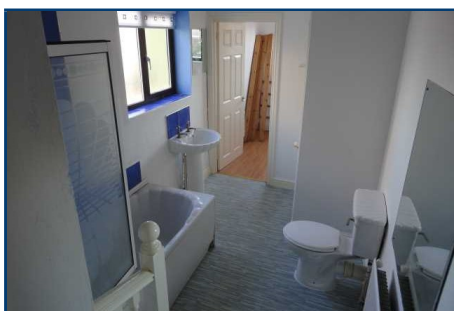
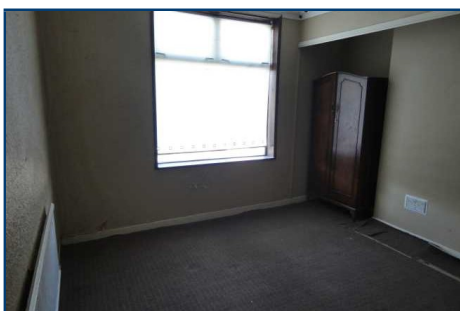
Front: Walled foregarden, gated access to rear.

Rear: Paved yard and garden with integral store: 2.04m x 1.54m.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 36
Freehold Vacant End Terraced House with Three Bedrooms

*Guide Price: £110,000 - £118,000 (+Fees)

By Instruction of the Joint LPA Receivers
195 Warstones Drive, Wolverhampton, West Midlands WV4 4NQ
Property Description:

An end terraced house of two-storey brick construction, surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows, gas-fired central heating, three bedrooms and potential for off road car parking but requiring complete refurbishment and modernisation.

The property forms part of an established residential area known as Upper Penn and Warstones Drive leads directly off Warstones Road and the property is conveniently within approximately two miles to the south west of Wolverhampton City Centre.

Accommodation:
Ground Floor

Reception Hall, Lounge: 3.93m x 3.74m, Dining Room: 3.7m x 2.71m opening to Kitchen: 2.67m x 2.39m with Pantry cupboard, Covered Side Passageway with wc and stores.

First Floor

Bedroom One (Double): 3.34m x 3.19m, Bedroom Two (Double): 4.05m x 2.73m, Bedroom Three (Single): 2.78m x 2.28m (max.), Shower Room: 2.11m x 1.73m (fittings not connected).

Outside:

Front: A wide lawned foregarden with potential for off road car parking.
Rear: Patio and Lawned garden.

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Via Cottons - 0121 247 2233


LOT 37
Freehold Investment - Retail Shop with Living Accommodation

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

By Instruction of the Joint LPA Receivers
141 Dudley Road, Wolverhampton, Wolverhampton WV2 3DH
Property Description:

A traditional mid-terraced property of two-storey brick construction with rendered front elevation, surmounted by a pitched tile clad roof, set back behind a forecourt and comprising of a ground floor Barber Shop with living accommodation to the rear and first floor. The property benefits from gas fired central heating, UPVC double glazed windows and three bedrooms.

The property forms part of the busy Dudley Road shopping area containing a range of dwelling houses, retail premises and services, serving the local community and conveniently located approximately one mile to the south of Wolverhampton City Centre.

Tenancy Information

The whole property is let on a lease for a term of three years from 20th April 2021 at a current rent of £12,000 per annum increasing to £16,800 per annum from 8th May 2022 for the remainder of the term.

Accommodation:
Ground Floor

Retail/Barber Shop: 4.5m x 4.1m.

Residential Accommodation:

Lounge: 4.1m x 3.68m, Kitchen: 4.64m x 2.24m, Rear Entrance Hall, Bathroom: 2.23m x 1.7m with panel bath, wash basin and wc.

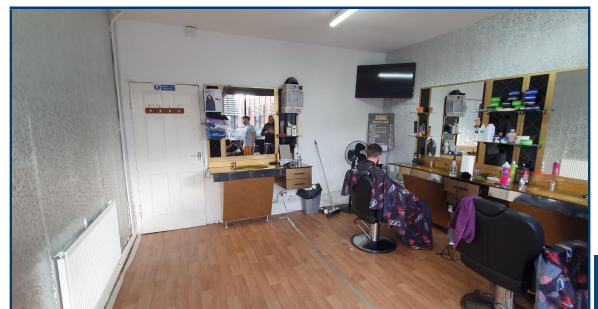
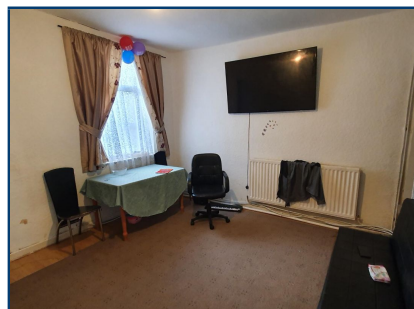
First Floor

Stairs and Landing, Bedroom One (Double): 4.7m x 3.74m, Bedroom Two (Double): 3.7m x 3.09m, Bedroom Three (Single): 4.61m x 2.27m.

Outside:

Front: Concrete forecourt.
Rear: Yard and garden containing an extensive amount of rubbish.

Legal Documents:

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


LOT 38

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.



LOT 39

Freehold Vacant Possession (1 Bedroom Coach House)

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

1 The Coach House, 6 Regent Street, Willenhall, West Midlands WV13 1DJ

Property Description:

A self contained residential unit that forms part of a former Coach House, the unit benefits from having secure gated access and an open plan Lounge/Kitchen, separate bedroom and Shower room. Regent Street is located off Granville Street which in turn is found off Bloxwich Road South.

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233

Accommodation:

Ground Floor

Lounge/Kitchen, Bedroom and Shower room having Shower cubicle, wash basin and WC

Outside:

Communal Courtyard



Entrance to Courtyard



LOT 40

Freehold Vacant Three Bedroom Detached House in Sought After Location

*Guide Price: £200,000 - PLUS (+Fees)

23 Westhill Road, Kings Norton, Birmingham, West Midlands, B38 8RX



Property Description:

A traditional detached house of bay fronted, two-storey brick construction, surmounted by a hipped tile clad roof, set well back from the road behind a lawned foregarden and driveway which provides ample off-road car parking. The property provides well laid out accommodation requiring complete refurbishment and repair throughout, offering scope for potential extension of the existing dwelling (subject to obtaining planning consent).

Westhill Road forms part of a highly regarded and sought after residential area and the property is within a short walk of Kings Norton Park and within a third of a mile from Kings Norton Green providing access to local retailer amenities. Birmingham City Centre is within five miles to the north.

Accommodation:

Ground Floor

Porch, Reception Hall, Lounge: 3.58m x 3.31m, Dining Room: 3.73m x 3.32m, Kitchen: 3.8m x 2.43m with pantry, Veranda/Covered Rear Yard.

First Floor

Stairs and Landing, Bedroom One (Double): 3.56m x 3.35m, Bedroom Two (Double): 3.73m x 3.33m, Bedroom Three (Single): 3.44m (max.) x 2.37m, Shower Room with glazed shower, pedestal wash basin, separate wc.

Outside:

Front: Foregarden with driveway leading to garage: 4.32m x 2.22m.

Rear: Overgrown garden.

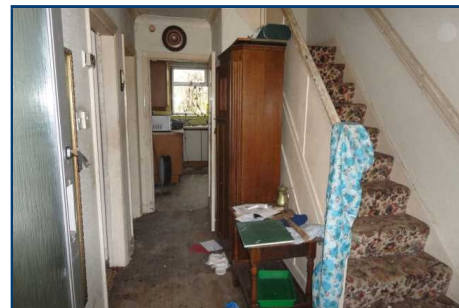
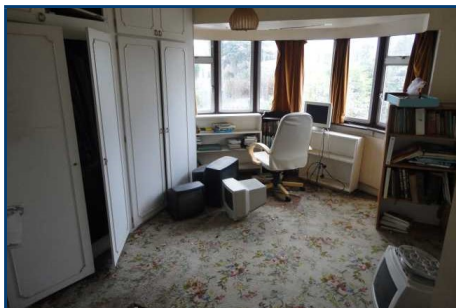
Legal Documents:

Available at www.cottons.co.uk

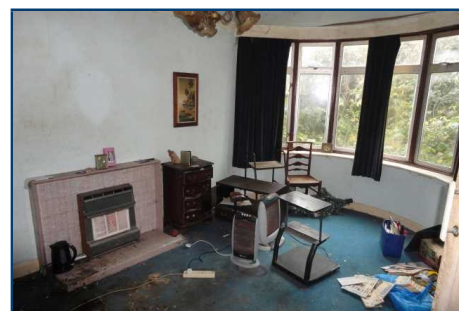
Viewings:

Via Cottons - 0121 247 2233.

Note: The property is in a poor state of repair and all persons viewing the property must do so with utmost caution. Neither the Seller nor Auctioneers accept any liability for any injury or harm caused.



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** 69.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

(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

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