

6TH APRIL 2022

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 6TH APRIL 2022

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 33 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, LPA Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

ORDER OF SALE

Lot No.	Address	Tenure
1	97 Brook Street, Lye, Stourbridge DY9 8SN	Freehold Vacant Residential
2	193 Bacchus Road, Winson Green, B'ham B18 4RB	Freehold Vacant Residential
3	2 The Link, Hall Green, B'ham B27 7SS	Freehold Residential Investment
4	37 Churchfield Avenue, Tipton, West Mids DY4 9NF	Leasehold Vacant Residential
5	50 Churchfield Avenue, Tipton, West Mids DY4 9NF	Leasehold Residential Investment
6	Garage Yard/land At Vaynor Drive, Redditch, Worcs B97 5DL	Freehold Garage Yard Investment
7	113 Witton Lodge Road, B'ham B23 5JD	Freehold Commercial Investment
8	Moose Hall, 28 Queen Street, Halesowen, West Mids B63 3TZ	Freehold Vacant Function Venue
9	143 Birchfield Road, Perry Barr, B'ham B19 1LH	Freehold Residential Investment
10	67-67a High Street, Bilston, West Mids WV14 0HH	Freehold Commercial Investment
11	22-24 York Road, Edgbaston, B'ham B16 9JB	Freehold Residential Investment
12	14 Higgins Avenue, Bilston, West Mids WV14 8QW	Freehold Vacant Residential
13	Slademere House, 374-376 Slade Road, Erdington, B'ham B23 7LP	Freehold Vacant Former Care Home
14	41 George Road, Selly Oak, B'ham B29 6AH	Freehold Vacant Residential
15	76 Witton Lane, West Bromwich, West Mids B71 2AT	Freehold Vacant Residential
16	281 & 281a Prestwood Road, W'hampton WV11 1RF	Freehold Vacant Resi/Comm Invest.
17	Land To Rear & Adj. 41-53 Limbrick Avenue, Coventry CV4 9EX	Freehold Land
18	Land Rear & Adj To 63-81 Limbrick Avenue, Coventry CV4 9EX	Freehold Land
19	Land Rear And Adj. To 50-76 Limbrick Avenue, Coventry CV4 9EX	Freehold Land
20	Three Parcels Of Land, Ablewell Street, Walsall WS1 2EU	Freehold Land
21	Land To The North East Side Of Caldmore Road, Walsall WS1 3LX	Freehold Land
22	Plot 12, Harold Road, South Witham, Grantham, Lincs NG33 5AF	Freehold Land
23	49 South Roundhay, Kitts Green, B'ham B33 9PU	Freehold Residential Investment
24	101 The Hemisphere, 15 The Boulevard, Edgbaston, B'ham B5 7SU	Leasehold Residential Investment
25	30 Bentley Grove, Weoley Castle, B'ham B29 5LR	Freehold Residential Investment
26	Land Adj To 44 Rood End Road, Oldbury, West Mids B68 8SG	Freehold Building Plot
27	34 Greenland Road, Selly Park, B'ham B29 7PP	Freehold Vacant Residential
28	32 Minton Road, Harborne, B'ham B32 2XE	Freehold Vacant Residential
29	22 Stirling Road, Edgbaston, B'ham B16 9BG	Freehold Residential Investment
30	37 Warner Road, Walsall WS3 1RW	Freehold Vacant Residential
31	91 Albion Street, B'ham B1 3AA	Freehold Vacant Office Premises
32	152 Redditch Road, Kings Norton, B'ham B38 8RD	Freehold Vacant Residential
33	89 Wolverhampton Street, Wednesbury, West Mids WS10 8UE	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 6th April 2022, 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.

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.

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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.

The Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The

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

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/Internet bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made. In the event that the telephone, proxy or internet bid is successful the Auctioneer will sign the Contract/Memorandum of Sale on behalf of the Bidder (a Contract having been formed on the fall of the Auctioneer's Hammer). If your bid is successful, your details will be given to the sellers solicitor and you will be contacted by the Auctioneers as soon as possible after the Lot has been auctioned.

If you wish to withdraw your bid, the Auctioneers require emailed/written notification by 17:30 on the day prior to the Auction Sale and only upon confirmation by the Auctioneers will your bid be withdrawn. If the bidder or someone on their behalf decides to attend the Auction and cancellation of the remote bid is not received, this remote bid is still in place and the Auctioneer will not take any responsibility if you are therefore bidding against your own remote bid.

The Auctioneer's or the Seller hold the right to withdraw or sell the Lot prior to Auction, even if a remote bid has been received and processed.

The Auctioneers reserve the right to advise the seller of any remote bids which been received.

If your bid is unsuccessful your Bidding Security will be returned in full as soon as practical after the auction, via BACS payment to the account details from where the payment was made and this process may take up to 5 working days.

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

Cottons
 CHARTERED SURVEYORS

AUCTION OFFER SHEET

LOT No
PROPERTY ADDRESS:
OFFER PRICE:
CASH: £:
MORTGAGE:
PURCHASER DETAILS:
NAME:
COMPANY NAME:
ADDRESS:
POSTCODE:
EMAIL:
TEL:
MOBILE:
SOLICITORS DETAILS:
NAME:
COMPANY:
POSTCODE:
EMAIL:

OFFERS ACCEPTED PRIOR TO AUCTION

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

PLEASE TICK THE BOXES TO CONFIRM THAT YOU HAVE:

1. VIEWED THE PROPERTY YOU ARE MAKING AN OFFER FOR ☐

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

1. A 10% deposit must be payable by cleared funds eg: Bankers Draft, Debit Card and you must be in a position to exchange contracts prior to the auction.
Please note that we accept Visa and Mastercard Personal Debit Cards.
Personal Credit Cards are **NOT** accepted.
Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
All Cards must be Chip & Pin enabled
2. You will also be required to pay the buyers administration fee of £1,250 including VAT on each Lot purchased.
(£250 including VAT on Lots £10,000 and below)
3. We advise you to instruct your legal advisor to inspect the Legal Pack/Contract prior to you exchanging contracts.
Most Legal Packs are available on our website www.cottons.co.uk or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

If you intend to submit an offer prior to Auction, you **MUST** complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.

Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.

The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**PLEASE NOTE: NOT ALL LOTS ARE AVAILABLE FOR SALE PRIOR TO THE AUCTION.
PLEASE CHECK WITH THE AUCTION TEAM ON 0121 247 2233**

Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

WEDNESDAY 25 MAY 2022

WE REQUIRE:

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

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

**Problem Neighbours,
Short Leaseholds, ETC.**

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

CLOSING DATE FOR ENTRIES:

FRIDAY 29 APRIL 2022

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

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

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £1,250 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

Additional Fees / Costs / Charges MAY be payable by the buyer in addition to the purchase price. These MAY include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.

DEPOSITS AND ADMINISTRATION FEE

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

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

Cottons
CHARTERED SURVEYORS

LOT 1

Freehold Vacant End Terraced House with Two Bedrooms & Box Room

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

97 Brook Street, Lye, Stourbridge, West Midlands DY9 8SN

Property Description:

A traditional two-storey end terraced house of brick construction surmounted by a pitched tile clad roof, set back behind a walled foregarden and benefitting from two double bedrooms and a box room, but requiring complete refurbishment and modernisation throughout.

Brook Street forms part of an established mixed use area and leads off Talbot Street which, in turn leads off Lye High Street, providing access to a wide range of retail amenities and services.

Lye Railway Station is within one third of a mile and Stourbridge Town Centre is located one and a half miles to the west.

Accommodation:

Ground Floor

Reception Hall with cellerette, Front Reception Room: 4.67m x 3.59m, Rear Reception Room: 4.55m x 3.71m, Kitchen: 4.16m x 2.10m.

First Floor

Stairs and Landing, Bedroom One (Double): 4.71m x 3.61m, Bedroom Two (Double): 3.7m x 2.46m, Box Room: 1.99m x 1.41m (min.), Bathroom: 2.75m x 2.00m with bath, wash basin and wc.

Outside:

Front: Small walled foregarden.

Rear: Yard and garden with brick store.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 2
A Freehold Vacant Three Bedroom Mid-terraced Property

*Guide Price: £78,000 - £86,000 (+Fees)

193 Bacchus Road, Winson Green, Birmingham, West Midlands B18 4RB
Property Description:

A three bedroom mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing however does require modernisation and improvement throughout. The property is located on Bacchus Road Close to the junction with Wills Road and Benton Road.

Accommodation:
Ground Floor

Entrance Porch, Lounge (4.08x3.64m), Dining Room (3.76x3.65m), Kitchen (2.69x2.16m), Shower room (1.63x2.02m) having shower cubicle and wash basin, separate WC (0.78x1.13m), Stairs

First Floor

Bedroom 1 (3.44x3.63m), Bedroom 2 (3.74x2.81m), and Bedroom 3 (2.68x2.18m).

Outside:

Front: Walled foregarden

Rear: Paved Garden

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

Viewings Via Cottons – 0121 247 2233


LOT 3
Freehold Three Bedroom Mid Terraced House - Investment

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

2 The Link, Acocks Green, Birmingham, West Midlands B27 7SS
Property Description:

A three bedroom mid terraced house of two storey brick construction with rendered front elevation surmounted by a pitched tile clad roof and set back from the road behind a paved forecourt allowing for off road parking.

The property benefits from having majority UPVC double glazing and gas fired central heating. The Link is located off York Road and is within a quarter of a mile from local shops and amenities located on Fox Hollies Road.

The property is currently let on an assured shorthold tenancy at a rental of £650pcm (£7,800 per annum). The tenant has occupied the property since 7th December 2016. The internal photographs were taken prior to the tenants occupation.

Accommodation
Ground Floor

Entrance Porch, Reception Hall, Lounge, Dining Room, Kitchen

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panel bath having shower over, pedestal wash basin & wc.

Outside:

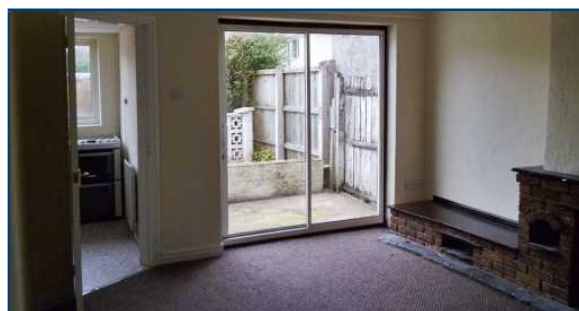
Front: Concrete forecourt providing off road parking

Rear: Patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 4

Leasehold Vacant Three Bedroom Flat *Guide Price: £30,000 - £35,000 (+Fees)

By Instruction of the Joint LPA Receivers

37 Churchfield Avenue, Tipton, West Midlands, DY4 9NF

Property Description:

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

The property provides generous and well laid out accommodation which includes three bedrooms, UPVC double glazed windows and resident's car parking located to the rear.

Accommodation:

Ground Floor

Communal Entrance with security door entry system, Reception Hall, Lounge: 4.71m x 3.62m, Kitchen: 3.2m x 2.56m, Bedroom One (Single): 3.61m x 2.01m, Bedroom Two (Double): 3.62m x 2.88m, Bedroom Three (Double): 3.64m x 3.15m, Bathroom: 2.59m x 2.16m with panel bath having shower over, pedestal wash basin and wc.

Outside:

Communal gardens and resident's car parking to the rear.

Leasehold Information:

Lease Term: From 4th August 1986 until 1st July 2084.

Ground Rent and Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Leasehold Three Bedroom Flat - Investment *Guide Price: £30,000 - £35,000 (+Fees)

By Instruction of the Joint LPA Receivers

50 Churchfield Avenue, Tipton, West Midlands, DY4 9NF

Property Description:

A purpose built ground floor flat forming part of a three storey development situated in a cul-de-sac located off Lichfield Street which, in turn, leads off Upper Church Lane (B1463).

The property provides generous and well laid out accommodation which includes three bedrooms, mostly UPVC double glazed windows, gas fired central heating and resident's car parking located to the rear.

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

Accommodation:

Ground Floor

Communal Entrance Hall with security door entry system, Reception Hall, Cloakroom with wc and wash basin, Shower Room with tiled shower enclosure and pedestal wash basin, Kitchen: 3.17m x 2.52m, Lounge: 4.71m x 3.63m, Bedroom One (Double): 3.62m x 3.13m, Bedroom Two (Double): 3.62m x 2.86m, Bedroom Three (Single): 3.62m x 2.03m.

Outside:

Communal gardens and resident's car parking area to the rear.

Leasehold Information:

Lease Term: From 10th November 1987 to 1st July 2084.

Ground Rent and Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 6

Freehold Garage Yard Investment

*Guide Price: £36,000 - £42,000 (+Fees)

Garage Yard/Land, Vaynor Drive, Redditch, Worcestershire B97 5DL

Property Description:

A lock-up garage yard approximately 627sq.mtrs. in size and accessed via a driveway located adjacent to number 2 Vaynor Drive. The yard contains Severn lock up garages laid out in a linear row. All of the garages are currently let however some have no formal agreements in place and many of the tenants have been in occupation for many years. We are informed by the owner that the garages have not had a rent review for some time and therefore may well be rented below market value. The site may provide scope for additional garages or alternate uses however all interested parties must satisfy themselves in full with any proposals they have prior to bidding with Redditch Borough Council.

Schedule of tenancies

Garage 1 : £97.50 per Quarter

Garage 2 : £123.50 per Quarter

Garage 3 : £97.50 per Quarter

Garage 4 : £97.50 per Quarter

Garage 5 : £97.50 per Quarter

Garage 6 : £97.50 per Quarter

Garage 7 : £97.50 per Quarter

Pedestrian access to the rear of 210 Evesham Road: £35.00 per annum

Total Rental: £2,869 per annum.

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



--- Legal Documents Online ---



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

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

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

LOT 7

Freehold Investment Opportunity - Retail Shop and Flat *Guide Price: £160,000 - £180,000 (+Fees)

113 Witton Lodge Road, Erdington, Birmingham, West Midlands, B23 5JD



Property Description:

An end terraced property of two-storey brick construction, surmounted by an inter-locking tile clad roof comprising of a retail shop forming part of a busy neighbourhood parade with separate access to a large flat/living accommodation, laid out over three floors. The flat benefits from UPVC double glazed windows, gas fired central heating and is offered for sale in a presentable condition. The property further benefits from potential for rear vehicular access from Kingfisher Road and offers scope for extension to the rear of the premises.

Witton Lodge Road is part of an established and predominantly residential area and leads directly off College Road (A453).

Tenancy Information:

The property is currently fully let as follows:

Retail Shop: Let on a lease for a term of two years, expiring September 2022 at an existing rental of £6,600 per annum.

Flat: Let on a Periodic Shorthold Tenancy at a rental of £550 pcm (£6,600 per annum).

Total Rental Income: £13,300 per annum.

Accommodation:

Ground Floor

Retail Shop: 56.9 sq m (612 sq ft) with roller shutter protection, Toilet with wash basin and wc. Flat/Living Accommodation: Separate rear access to Kitchen/Diner with extensive range of modern fitted units, Cloakroom with wc, Inner Hallway.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Large Single), Bathroom with modern suite comprising panel bath, glazed shower

enclosure, wash basin and wc, Study Room (formerly Bedroom Three) with stairs leading to:

Second Floor

Large Loft Room (used as a lounge).

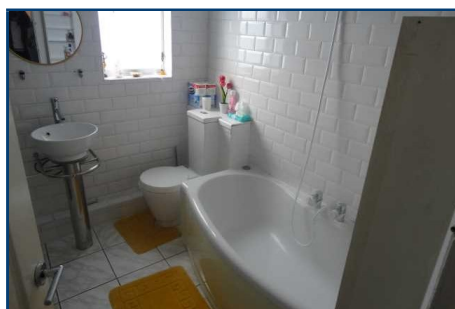
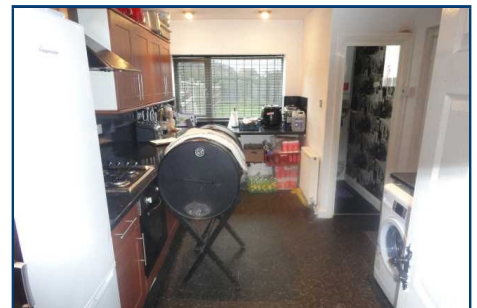
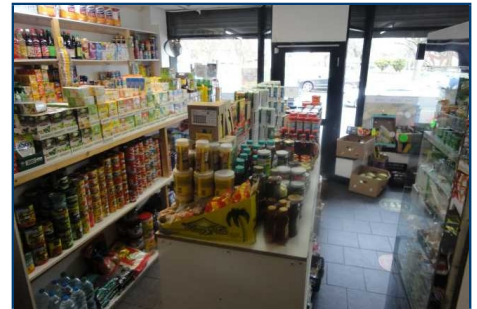
Outside:

Pedestrian side access, covered yard, rear garden with potential for vehicular access.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 8
Freehold Vacant Licensed Function Venue with Car Park

*Guide Price: £135,000 - £155,000 (+Fees)

Moose Hall 28 Queen Street, Halesowen, West Midlands, B63 3TZ

Property Description:

A two storey detached property of rendered brick construction surmounted by a tiled roof and situated adjacent to a car park providing spaces for 12 cars. The property is previously been used as a licensed function/meeting room venue with function room and bar area, kitchen, male and female and disabled toilets with parking situated adjacent. The property may be suitable for a variety of uses however all interested parties must make their own enquiries prior to bidding with Sandwell Metropolitan Borough Council. The property is located on Queen Street which is a cul-de-sac and located off the Stourbridge Road (A458). There is a pedestrian right of way in relation to the side entrance for number 35 Stourbridge road as detailed within the Legal Pack.

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, Male and Female WC, Meeting Room: (3.55 x 8.03m) with store, Kitchen: (6.31 x 2.87m), Inner Lobby, Store: (3.56 x 3.64m), Stairs

First Floor

Function Room: (5.19 x 9.35m), Bar Area: (4.72 x 3.25m)

Outside:

Rear: Enclosed garden, adjacent car park having 14 spaces

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 9

Freehold Residential Investment - Five Separate Flats

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

143 Birchfield Road, Perry Barr, Birmingham, B19 1LH



Property Description:

A residential investment opportunity comprising a three-storey, semi detached former dwelling house of brick construction, surmounted by a pitched slate clad roof, set back behind a walled foregarden and accessed from the main Birchfield Road (A34) by way of a slip road.

The property comprises a long established flat conversation containing five separate flats and has been in the ownership of the seller since 1985, providing a valuable investment income during that time.

Birchfield Road (A34) providing a link between Birmingham and Walsall and the property is conveniently within half a mile from the One Stop Shopping Centre at Perry Barr and within less than two miles to the north of Birmingham City Centre. Perry Barr has recently undergone significant redevelopment and regeneration in advance of Birmingham hosting the Commonwealth Games later this year.

Rental Income:

The flats are currently let on Assured Shorthold Tenancies as follows:

Flat 1: £428 per calendar month

Flat 2: Vacant (previously let at £420 per calendar month)

Flat 3: Vacant (previously let at £420 per calendar month)

Flat 4: Vacant (previously let at £420 per calendar month)

Flat 5: £411 per calendar month

Total Current Rental Income: £839 per calendar month (£10,068 per annum)

Rental Income when fully let circa. £25,000 per annum.

Note: All flats have their own gas meters. All flats have electricity submeters from the landlords supply. The landlord is responsible for payment of water charges and Council Tax (except Council Tax for Flat 5 which is paid by the tenant).

Accommodation:

Ground Floor

Reception Hall with cellar access.

Flat 1: Entrance Hall, Lounge/Kitchen: 5.25m x 4.35m, Bedroom: 4.31m x 4.85m, En-suite Shower Room with shower, wash basin and wc. Gas fired central heating.

Flat 2: Bed/Sitting Room: 3.33m x 3.08m, Kitchen: 3.07m x 2.54m, Rear Entrance Hall, Bathroom with bath, wash basin and wc. Gas Fired central heating.

First Floor

Stairs and Landing

Flat 3: Bed/Sitting Room: 4.25m x 4.32m, Kitchen: 2.67m x 2.25m, Bathroom: 2.69m x 1.96m with bath, wash basin and wc. Gas fired central heating.

Flat 4: Bed/sitting Room: 4.51m x 4.28m, Kitchen: 3.74m x 1.20m, Shower Room with shower, wash basin and wc. Gas fired central heating.

Second Floor

Stairs and Landing,

Flat 5: Entrance Hall, Kitchen: 3.00m x 2.7m, Bedroom: 4.29m x 3.19m, Shower Room with shower, wash basin and wc, Lounge: 4.52m x 4.29m.

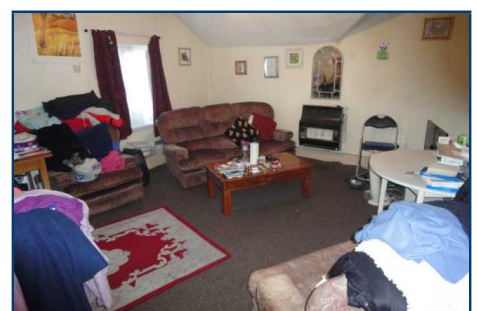
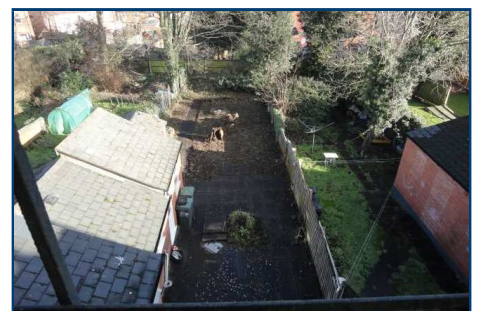
Outside:

Front: Walled foregarden.

Rear: Paved yard and garden.

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

Viewings: Via Cottons - 0121 247 2233



LOT 10
Freehold Investment - Takeaway Premises & Separate Duplex Flat

*Guide Price: £140,000 - £155,000 (+Fees)

By Instructions of the Mortgagees (Not In Possession)
67 - 67A High Street & 4 Murray House, Bilston, West Midlands, WV14 0HH

Property Description

A Freehold opportunity comprising of a ground floor takeaway premises currently trading as Masala Balti Indian Takeaway, along with a self-contained duplex maisonette known as 4 Murray House, to the first and second floors over. Whilst the flat is included within the Freehold title it is held on a separate long lease (966 years unexpired).

The property forms part of a retail parade set back from Bilston High Street behind a paved forecourt and is located close to the Junction with Thompson Street, which provides vehicular access to a rear service yard and to the Duplex flat.

The property is situated within Bilston Town Centre and is located just off both the Black Country route and Lichfield Street (A41), approximately two miles to the south east of Wolverhampton City Centre.

Tenancy Information:
67 & 67A High Street (Takeaway Premises)

Let on a lease term of 12 years from 10th July 2019 at a rent of £9,600 per annum with four yearly rent reviews and on full repairing and insuring terms.

4 Murray House (Duplex Maisonette):

At the time of preparing the catalogue details, the Mortgagees are unable to confirm whether the flat accommodation is vacant or subject to tenancy and all interested parties bid on the basis that they have made their own enquiries in respect of this matter.

Accommodation:
Ground Floor
No. 67 (Takeaway Premises):

Customer Area/Servery: 17.79 sq m (191 sq ft), Kitchen: 23.21 sq m (249 sq ft), Rear Hall, Store, Cloakroom with wc and wash basin, Store Room: 7.21 sq m (77 sq ft), access to shared Rear Hall leading to rear service yard.

4 Murray House Duplex Maisonette - First Floor

External Rear Stairs, Entrance Hall, Lounge, Kitchen.

Second Floor

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

Outside:

Front: Paved forecourt

Rear: Parking space within communal yard.

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

Viewings: Via Cottons - 0121 247 2233



LOT 11

Current Rental Income - £58,440 Per Annum (Circa. £65,640 Per Annum when Fully Let)

22-24 York Road, Edgbaston, Birmingham, West Midlands B16 9JB



Property Description:

A long established residential investment opportunity comprising of nine self-contained apartments contained within a substantial pair of three-storey, semi-detached former dwelling houses predominantly of brick construction with pitched tile clad roofs, having been extended to the rear providing additional accommodation.

The property is set back behind a paved forecourt providing off-road car parking and benefits from UPVC double glazed windows and each apartment is separately metered and generally in good, presentable condition with most apartments benefitting from gas-fired central heating. Flat Three has recently been refurbished to a very high contemporary standard and Flat 4 requires refurbishment prior to being re-let.

The property forms part of a popular and established residential area and York Road contains a range of similar dwelling houses, many of which have been converted into flat or apartment accommodation. The area is popular with tenants, due to the property's close proximity to Birmingham City Centre.

York Road leads directly off Rotton Park Road which, in turn, leads off Hagley Road (A456), providing ease of commuting to the City Centre, being approximately one and a half miles to the east, by car or public transport including the new Tram service which is under development.

Tenancy Information:

The property was converted to flats prior to the existing owners purchasing the property in 1973 and has provided both a stable and reliable income during this time. All flats are let on Assured Shorthold Tenancies at the following rentals:

Flat 1: £550 per calendar month.
Flat 2: £700 per calendar month.
Flat 3: £895 per calendar month.
Flat 4: Currently vacant, requiring refurbishment.
Flat 5: £500 per calendar month.
Flat 6: £550 per calendar month.
Flat 7: £575 per calendar month.
Flat 8: £550 per calendar month.
Flat 9: £550 per calendar month.

Total Current Rental Income: £58,440 pa
Rental Income (when Fully Let) Circa. £65,640 pa.

Note: The property is currently managed by Grays Estate Agents and they would be willing to continue this service for the new owner if required.

Accommodation:

Ground Floor

Flat 1: Reception Hall, Lounge/Dining Room, Living Kitchen, Bathroom with panel bath having shower over, wash basin and wc, Double Bedroom.
Gross Internal Area: 53.71 sq m (578 sq ft).

Flat 2: Reception Hall, Lounge, Kitchen, Bathroom with bath having shower over, wash basin and wc, Bedroom One (Double), Bedroom Two (Small Double),
Gross Internal Area: 60.35 sq m (649 sq ft).

Flat 3: Reception Hall, Full width Lounge/Dining Room with access to private garden, Kitchen, with modern contemporary units, Bathroom, with modern suite having panel bath with shower over, wash basin and wc, Bedroom One (Double), Bedroom Two (Double), Dressing Room and En-Suite Shower Room with wash basin and wc.
Gross Internal Area: 90.77 sq m (977 sq ft).

Outside: Private Patio and lawned Garden.

First Floor

Flat 4: Reception Hall, Kitchen (no fitments), Lounge, Bathroom (no fitments), Double Bedroom, Gross Internal Area: 55.48 sq m (597 sq ft).

Flat 5: Reception Hall, Kitchen, Lounge/Dining Room, Bathroom, with bath having shower over, wash basin and wc, Double Bedroom, Gross Internal Area: 54.21 sq m (583 sq ft).

Flat 6: Entrance Hall, Lounge, Kitchen, Bathroom, with bath having shower over, wash basin and wc, Double Bedroom.
Gross Internal Area: 44.92 sq m (483 sq ft).

Second Floor

Flat 7: Entrance Hall, Lounge/Dining Room, Kitchen, Double Bedroom, Bathroom with bath having shower over, wash basin and wc, Gross Internal Area: 44.9 sq m (483 sq ft).

Flat 8: Reception Hall, Lounge/Dining Room, Kitchen, Double Bedroom, Bathroom, with bath having shower over, wash basin and wc, Gross Internal Area: 57.04 sq m (614 sq ft).

Flat 9: Entrance Hall, Kitchen, Lounge, Double Bedroom, Bathroom, with bath having shower over, wash basin and wc, Gross Internal Area: 57.26 sq m (616 sq ft).

Outside:

Front: Block paved forecourt providing off-road car parking, pedestrian access to rear.

Rear: Part-communal garden, part-private garden (Apartment 3).

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons 0121 247 2233

Freehold Residential Investment Comprising 9 Self-Contained Apartments
*Guide Price: £920,000 - £960,000 (+Fees)



FLAT 3

FLAT 3

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



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LOT 13
Freehold Vacant Property (Former 10 Bedroom Care Home)

*Guide Price: £470,000 - £520,000 (+Fees)

Slademere House 374-376 Slade Road, Erdington, Birmingham, West Midlands, B23 7LP

Property Description:

A substantial residential opportunity comprising of two traditional rendered brick dwelling houses having replacement tile clad roofs and having been merged into one property. The property has previously been used as a 10 bedroom care home however may provide scope for alternative uses (Conversion to Flats, HMO or two separate dwelling houses, all subject to obtaining the correct planning permission). The property benefits from all bedrooms having a wash basin, UPVC double glazing, gas fired central heating, mains fire detection system and alarm, off road parking to the rear and is offered for sale in presentable condition. The property occupies a prominent corner position at the junction with Mere Road and Slade Road and is within half a mile of Junction 6 of the M6 Motorway.

Accommodation:
Ground Floor

Twin Reception Halls, Bedroom 1, Bedroom 2, Bedroom 3, Bedroom 4, Office, Dining Room, Kitchen, Store, Laundry Room, Shower Room and WC

First Floor

Twin Stairs and Landing, Shower Room, Bathroom, Bedroom 5, Bedroom 6, Bedroom 7, Bedroom 8, Bedroom 9, Bedroom 10

Outside

Front: Walled paved foregarden

Rear: Yard, covered yard, lawned garden, bin store/compound and brick built garage (Now Bricked up) with access via a shared driveway leading off Mere Road

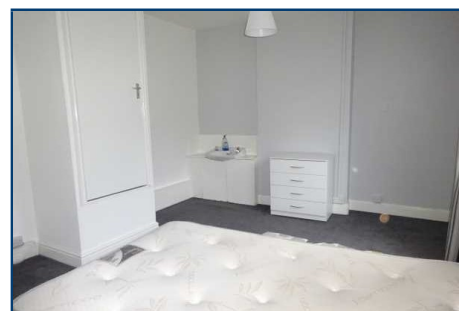
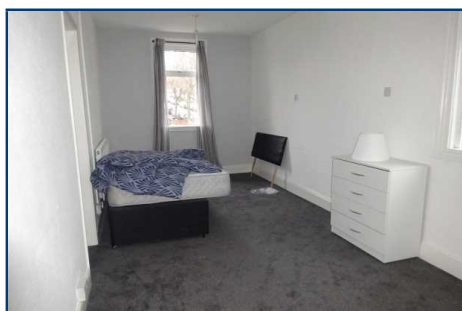
Planning:

The current owners have had plans drawn up and submitted an application to Birmingham City Council for the erection of a detached two storey house at the rear of the property fronting Mere Road, they have not received a decision and all interested parties must make their own enquiries with the council prior to bidding, a copy of the proposed plans and paperwork will be included within the Legal Pack.

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 14

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £250,000 - £280,000 (+Fees)

A Potential Investment Opportunity within the Prime Selly Oak Student Letting Area

41 George Road, Selly Oak, Birmingham, B29 6AH



Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by an inter-locking tile clad roof having a single storey extension to the rear and loft conversion providing an additional bedroom.

The property benefits from UPVC double glazed windows and is situated in the heart of the Selly Oak student area and George Road, which comprises of a cul-de-sac, leads via Dale Road off Bristol Road (A38). The property is within a short walk from Bristol Road which contains a diverse range of retail and leisure amenities including bars, takeaways and restaurants and equally in close proximity to the University of Birmingham.

The property is currently laid out as a conventional three bedroom house and offers potential to re-configure the accommodation for the purposes of student letting.

Accommodation:

Accommodation:

Ground Floor

Front Reception Room: 3.65m x 3.09m, Kitchen/Diner: 3.77m x 3.10m, Rear Entrance Hall, Bathroom: 2.49m x 1.74m with bath, wash basin and wc.

First Floor

Stairs and landing, Bedroom One (Double): 3.65m x 3.07m, Bedroom Two (Double): 3.11m x 2.85m.

Second Floor

Stairs to Bedroom Three (Double): 4.46m x 3.12m.

Outside:

Rear: Yard with shed having rear pedestrian access.

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

Viewings: Via Cottons - 0121 247 2233



LOT 15
Freehold Vacant Three Bedroom House

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

76 Witton Lane, West Bromwich, West Midlands, B71 2AT

Property Description:

An end terraced house of two storey brick construction surmounted by a pitched tile clad roof benefitting from three bedrooms, UPVC double glazed windows and gas fired central heating. The property is situated opposite the junction with Rydding Square and forms part of an established residential area. Witton Lane is located off Holloway Bank and the property is conveniently within one and a half miles to the north of West Bromwich Town Centre

Outside:
Front: Lawned foregarden

Rear: Paved patio and yard with pedestrian side access and shed

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

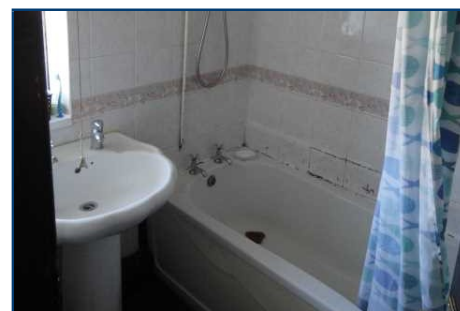
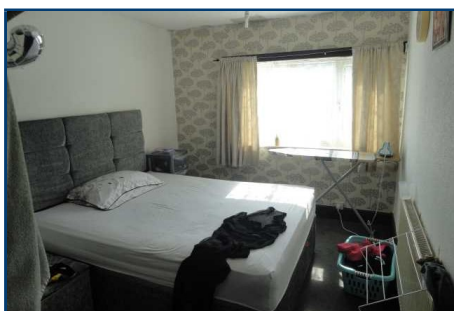
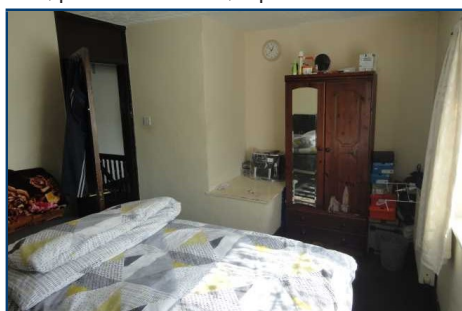
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Accommodation:
Ground Floor

Entrance Hall, Dining Room: 3.43m x 2.84m, Lounge: 5.78m x 3.02m, Kitchen: 3.82m x 2.22m, A Wooden Extention with a wet room havin shower, wash basin and wc

First Floor

Stairs and Landing, Bedroom one (double): 3.93m x 2.85m, Bedroom 2 (double): 4.02m x 2.96m (maximum), Bedroom 3 (single): 2.71m x 2.11m, Bathroom with panelled bath having electric shower over, pedestal wash basin, Separate wc



LOT 16

Freehold Residential/Commercial Investment Property

*Guide Price: £125,000 - £135,000 (+Fees)

281 & 281A Prestwood Road, Wolverhampton, West Midlands, WV11 1RF



Property Description:

A freehold semi-detached property surmounted by a tiled roof located on a corner plot consisting of a ground floor commercial unit currently trading as a barber shop and a first floor two bedroom flat along with a rear yard allowing for secure off road parking and additional accommodation. The property benefits from being separately metered and having UPVC double glazing and gas fired central heating. The property is located on the junction on Prestwood Road and Milton Road. The barber shop and flat are currently let producing a total rental of £10,200 per annum a schedule of tenancies are detailed below.

Schedule of Tenancies

Ground Floor:

Barber Shop: Let at a rental of £400 pcm (£4,800 per annum)

First Floor:

Flat: Let on an Assured Shorthold Tenancy producing a rental of £450 pcm (£5,400 per annum)

Ground Floor

Barber Shop:

Main Salon Area: (6.10 x 6.05m), Rear Salon Area: (2.26 x 4.55m), Kitchen Area: (3.98 x 3.52m), Yard Area, Additional Accommodation, Hallway, Lounge/Kitchen and Bathroom having panelled bath, wash basin, WC

First Floor Flat:

Ground Floor: Entrance Hallway, Stairs,

First Floor:

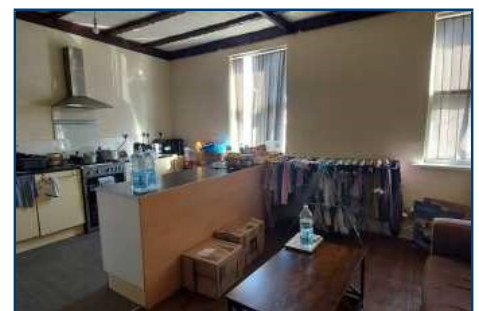
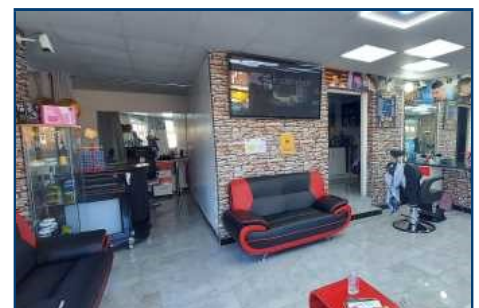
Landing, Lounge/Kitchen: (5.35 x 4.33m), Bedroom 1: (3.52 x 4.01m), Bedroom 2: (3.94 x 3.05m), Bathroom having panelled bath with shower over, wash basin, WC: (1.80 x 2.17m)

Outside:

Gated yard area allowing for off road parking

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

Viewings – Via Cottons – 0121 247 2233



LOT 17

Freehold Land
 *Guide Price: £500 - PLUS (+Fees)

Land Rear and Adj. 41-53 Limbrick Avenue, Coventry, West Midlands CV4 9EX

Property Description:

Two land parcels comprising of a driveway and parcel of land adjacent to No. 51 Limbrick Avenue and extending to the rear of Nos. 49 to 53 Limbrick Avenue, along with a separate parcel to the rear of No. 41 Limbrick Avenue.

The land is identified by red hatching on the Land Registry Title Plan, Number WM785926, and all interested parties should satisfy themselves in respect of any potential use which the land may have.

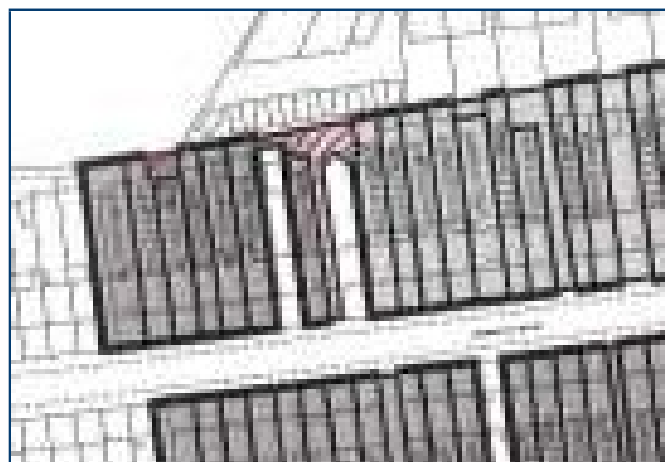
Limbrick Avenue forms part of a traditional residential estate and leads directly off Tile Hill Lane (B4101) and Job's Lane within approximately half a mile from Fletchamstead Highway (A45).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 18

Freehold Land
 *Guide Price: £500 - PLUS (+Fees)

Land Rear and Adj. 63-81 Limbrick Avenue, Coventry, West Midlands CV4 9EX

Property Description:

Three parcels of Freehold land located in Limbrick Avenue, comprising of a driveway and parcel of land to the rear of No. 67 Limbrick Avenue, along with two separate parcels to the rear of No. 63 and No. 81 Limbrick Avenue.

The land is identified by red hatching on the Land Registry Title Plan, Number WM785926, and all interested parties should satisfy themselves in respect of any potential use which the land may have.

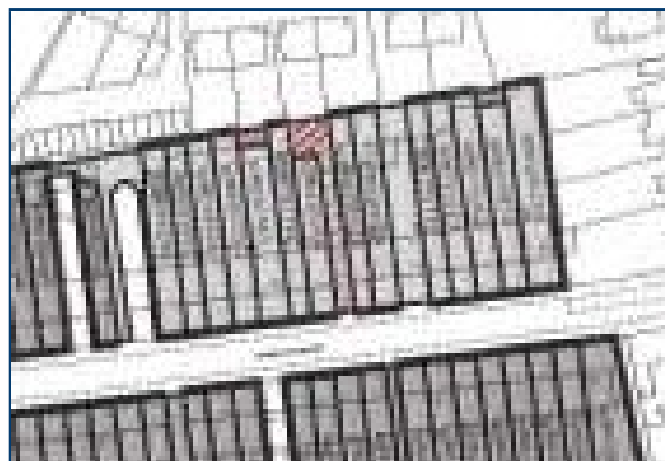
Limbrick Avenue forms part of a traditional residential estate and leads directly off Tile Hill Lane (B4101) and Job's Lane within approximately half a mile from Fletchamstead Highway (A45).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 19

Freehold Land
 *Guide Price: £500 - PLUS (+Fees)

Land Rear and Adj. 50-76 Limbrick Avenue, Coventry, West Midlands CV4 9EX

Property Description:

Various parcels of land located on Limbrick Avenue, Coventry comprising of a horse-shoe shaped parcel with dual access from Limbrick Avenue, adjacent to No. 50 and No. 66, along with parcels to the rear of Nos. 70 to 72 and 76 Limbrick Avenue.

The land is identified by red hatching on the Land Registry Title Plan, Number WM785926 and all interested parties should satisfy themselves in respect of any potential use which the land may have.

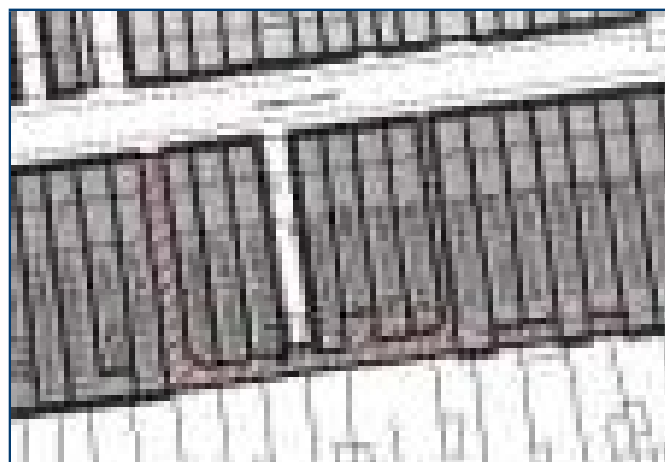
Limbrick Avenue forms part of a traditional residential estate and leads directly off Tile Hill Lane (B4101) and Job's Lane within approximately half a mile from Fletchamstead Highway (A45).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 20

Freehold Land

*Guide Price: £500 - PLUS (+20% VAT) (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets

Three Land Parcels, Ablewell Street/Town Hill, Walsall, WSI 3LX

Property Description:

Three parcels of Freehold land situated on Ablewell Street/Town Hill, close to the centre of Walsall Town Centre and comprising of land at Royal Exchange, Ablewell Street (Title Number SF50995), Land on the South Side of 80 Ablewell Street (Title Number WM881685) & Land on the West Side of Ablewell Street (Title Number WM889854).

The land is owned by a subsidiary of St Modwen PLC, who were involved in the re-development and road alterations in and around Walsall Town Centre and, whilst the land is clearly defined on the Land Registry Title Plans, the three parcels generally form

verge areas, however there are sections of road on Ablewell Street and Town Hill which have now been made up to an adoptable standard.

All interested parties should inspect the land parcels in relation to the Title Plans to satisfy themselves in respect of any potential uses which the land may have.

Note: The land parcel known as Royal Exchange contains an Electricity Substation, details of which will be available in the Legal Pack.

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 21

Freehold Land

*Guide Price: £500 - PLUS (+20% VAT) (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets

Land to the North East Side of, Caldmore Road, Walsall, West Midlands WSI 3NQ

Property Description:

A parcel of Freehold land, irregular in shape and comprising of a tarmacaded area, grass verge and road at the Junction of Caldmore Road and Upper Hall Lane and contained within Title Number WM881704.

The land is owned by a subsidiary of St Modwen PLC, who were involved in the re-development and road alterations in and around Walsall Town Centre and, whilst the land is clearly defined on the Land Registry Title Plans, the land contains a section of road which has been made up to an adoptable standard. All interested parties should inspect the land in relation to the Title Plan to satisfy

themselves with the extent of land being offered.

The land is located in a predominantly commercial area and may have potential for a variety of uses including car parking and advertising, subject to obtaining planning consent from the Local Planning Department at Walsall Metropolitan Borough Council and all interested parties will be responsible for satisfying themselves in relation to any potential use prior to bidding.

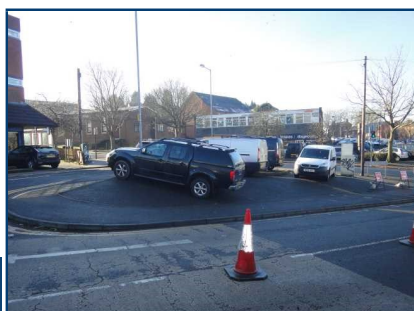
Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



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



LOT 22

Freehold Land
 *Guide Price: £1,000 - PLUS (+Fees)

Plot 12 Harold Road, South Witham, Grantham, Lincolnshire NG33 5AF

By Instruction of the Liquidators of Woodland Property Services Limited

Property Description:

A parcel of Freehold land, registered under Title Number LL350450, and comprising of a narrow rectangular strip located to the western section of Harold Road and spanning the access from Harold Road to an adjacent parcel of land.

The immediate area has been re-developed with Harold Road containing a range of modern housing and, therefore, the land parcel may serve as a "Ransom Strip", should the adjacent parcel of land be re-developed.

All interested parties should make their own enquiries in respect of any potential which the land offers.

The land is located in the Village of South Witham and is located within approximately one mile from the A1 Trunk Road, approximately 10 miles to the south of Grantham and 15 miles east of Melton Mowbray and 30 miles east of Leicester.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



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

LOT 23

Freehold Residential Investment Property (90% Share)
 *Guide Price: £80,000 - £90,000 (+Fees)

49 South Roundhay, Kitts Green, Birmingham, West Midlands B33 9PU

Property Description:

A mid-terraced property of brick construction set back from the road behind a tarmac covered foregarden providing off road parking and surmounted by a tiled clad roof. The property benefits from having UPVC double glazing and gas fired central heating. South Roundhay is located off Gillscroft Road which in turn is off Church Lane. The property is currently let on a Life Tenancy.

Tenancy Information:

The life tenant has rights under the homes for life lease to reside at the property rent free for a period of 90 years from 29th September 2017. A copy of the agreement is available for inspection within the Legal Pack.

Accommodation:

Please Note:

The Auctioneers have been unable to inspect the property however understand from the Vendor that it contains the following:

Ground Floor

Entrance Porch, Lounge, Kitchen, Conservatory

First Floor

2 Bedrooms and Bathroom

Outside:

Front: Tarmac covered driveway allowing for road parking

Rear: Garden

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

Viewings: – External Only



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LOT 24

Leasehold Investment - Modern First Floor Apartment *Guide Price: £106,000 - £116,000 (+Fees)

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



Property Description:

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

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

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

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

Accommodation:

Ground Floor

Communal Entrance and Reception with lift access.

First Floor

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

Outside:

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

Leasehold Information:

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

Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

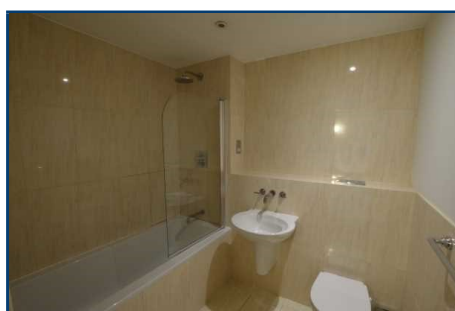
Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note 1: The development failed an 'EWS1' assessment in April 2020 due in principal to defective external cladding and subsequently the development was accepted onto the government's Building Safety Fund. It has now been reported that Hemisphere's application has been successful and full funding of just over £15.6m has been awarded. In the meantime, the property is not considered suitable for conventional mortgage lending.

Note 2: The management company advised on 22 January 2022 that the costly 24 hour Waking Watch inspections had ceased were replaced with a fitted fire detection system.

Note 3: The photographs were taken prior to the commencement of the existing tenancy.



LOT 25

Freehold Mid Terraced House with Two Bedrooms - Investment

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

30 Bentley Grove, Weoley Castle, Birmingham, B29 5LR

Property Description:

A mid-terraced house of two-storey rendered brick construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and verge area and benefitting from two bedrooms and UPVC double glazed windows.

Bentley Grove comprises of a cul-de-sac which leads off Somerford Road which, in turn, leads off Shenley Lane (B4121). The property forms part of the Weoley Castle Residential Area and is conveniently within approximately 300 metres from the Circle Shopping Centre and two miles to the south of Harborne Town Centre.

Tenancy Information

The property is currently let on an Periodic Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum). The seller advises that the tenant has occupied the property since 2010 and during this time the rent has not been increased.

Accommodation

Note: The accommodation has not been inspected internally by the auctioneers and the details have been taken from previous sales particulars available on rightmove.co.uk. All interested parties must satisfy themselves in respect of the accommodation and are deemed to bid on this basis.

Ground Floor

Hallway, Lounge: 4.19m x 3.69m (max.), Dining Kitchen: 4.59m x 2.87m, Conservatory: 3.85m x 2.59m.

First Floor

Stairs and Landing, Bedroom One (Double): 5.23m x 3.24m, Bedroom Two (Double): 3.92m x 2.88m, Bathroom: 2.22m x 1.99m with bath, wash basin and wc.

Outside:

Front: Lawned foregarden.

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 26

Freehold Building Plot (Planning for Five Bedroom Detached House)

*Guide Price: £120,000 - £130,000 (+Fees)

Land Adjacent 44, Rood End Road, Oldbury, West Midlands B68 8SG

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 0.073 acres (295 sq.mtrs). The site has planning permission granted by Sandwell Metropolitan Borough Council for a detached five bedroom, three storey property with parking. The site is located on Rood End Road (B4169) close to the junction with Vernon Road.

Planning:

Planning Permission was granted in full by Sandwell Metropolitan Borough Council on the 26th of January 2022 (Ref: DC/21/66351) for the erection of 1 five bedroom, three storey detached property. A copy of the Architects plans and decision documents are available to view on the Council's Website.

Proposed Accommodation:

Ground Floor

Entrance Hallway, Lounge, Study, Kitchen/Diner, WC, Stairs

First Floor:

4 Bedrooms one having en-suite and Family Bathroom

Second Floor

Master Bedroom with en-suite

Outside:

Front: Garden Area and adjacent parking

Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 27
Freehold Detached Bungalow with Redevelopment Potential

*Guide Price: £370,000 - £390,000 (+Fees)

34 Greenland Road, Selly Park, Birmingham, West Midlands, B29 7PP

Property Description:

An opportunity to purchase a detached Bungalow occupying a large plot extending to an area of 0.24 acres (986.13 sq.mtrs) and forming part of a highly regarded residential area.

The property is of rendered brick construction, surmounted by a hipped inter-locking tile clad roof and is set back from the road behind a foregarden with dual entrance sweep driveway.

The property is laid out to provide two reception rooms and three bedrooms and benefits from mostly UPVC double glazed windows, gas fired central heating and an extensive rear lawned garden, offering a high level of privacy

The property is currently in dated condition requiring refurbishment and modernisation throughout however, it would lend itself to redevelopment of either the plot or existing dwelling to form sizeable family accommodation (subject to obtaining relevant planning consents).

Greenland Road is between Selly Park Road and Kensington Road, both which provide access to Pershore Road (A41) and is within walking distance to St Edwards Catholic Primary School and in close proximity to several parks/open spaces and located within two miles to the south of Birmingham City Centre.

Accommodation:
Ground Floor

Porch, Reception Hall with loft access, Lounge: 4.28m x 4.26m, Dining Room: 3.64m x 3.12m, Kitchen: 3.26m x 2.89m, Bedroom One (Double): 4.26m x 3.95m, Bedroom Two (Double): 3.94m x 2.94m, Bedroom Three (Single): 3.02m x 2.33m,

Bathroom: 2.61m x 1.97m with panel bath having shower over, wash basin and wc.

Outside:

Front: Lawned foregarden with sweep driveway having dual access, leading to Integral Garage: 4.85m x 2.93m, pedestrian side access to rear.

Rear: Paved yard, patio and a large private 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 boundaries.



LOT 28

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



Property Description:

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

Planning

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

Accommodation:

32 Minton Road

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

Outside:

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

Proposed Planning for Adjacent House Ground Floor

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

First Floor

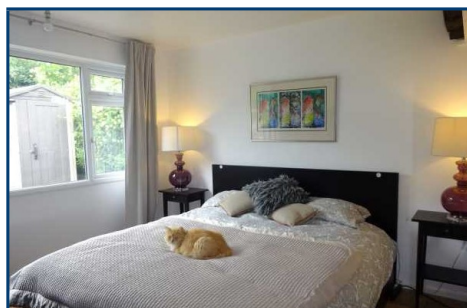
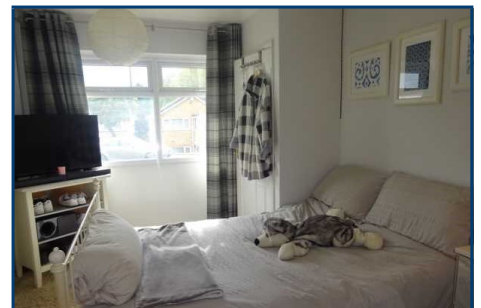
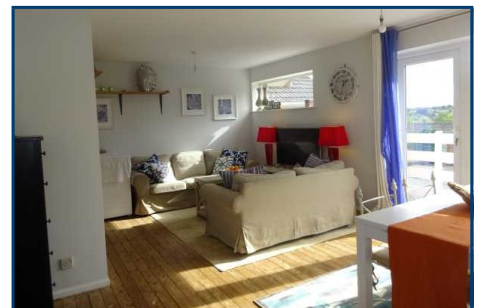
Bedroom 1 (3.57x3.95m) with en-suite (2.30x1.91m), Utility Room (2.70x1.94m), Vaulted Ceiling Lounge Kitchen and Dining Area (10.02x4.96m)

Outside:

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

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

Viewings Via Cottons – 0121 247 2233



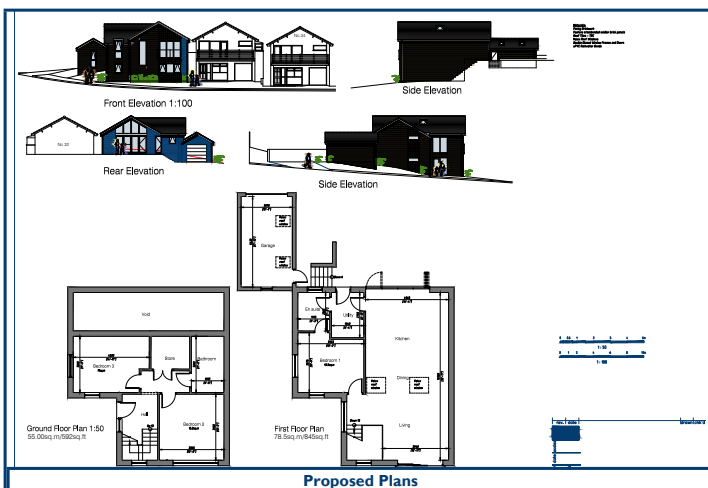
Freehold Vacant Detached House with Planning for further 3 Bedroom Detached House
*Guide Price: £290,000 - £320,000 (+Fees)



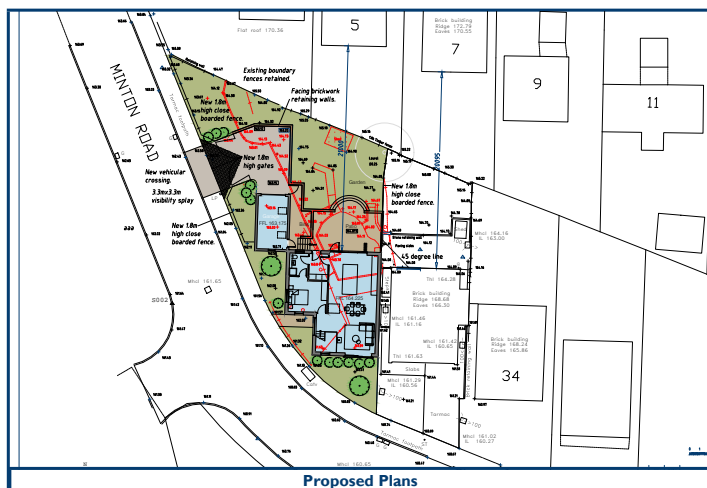
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries



Proposed Property



Proposed Plans



Proposed Plans

LOT 29

Freehold Investment Opportunity - Converted House into Two Flats

*Guide Price: £280,000 - £300,000 (+Fees)

22 Stirling Road, Edgbaston, Birmingham, West Midlands, B16 9BG



Property Description:

A residential investment opportunity comprising of a freehold mid-terraced former dwelling house of three storey traditional brick construction surmounted by a pitched tile clad roof, which was converted circa 1991 into two large self contained flats each benefitting from separate meters, uPVC double glazed windows and gas fired central heating, set back behind a paved forecourt.

The property is offered for sale freehold, however both flats have separate registered leasehold titles which commenced on 25th December 1991 and the property is therefore capable of being subdivided with the flats sold individually. Furthermore the property may provide scope for modification of the existing accommodation or conversion to an HMO (subject to obtaining planning consent) in order to provide a higher yielding investment.

The property forms part of an established residential area and Stirling Road contains a range of similar dwelling houses, many of which have been converted into flat accommodation. Stirling Road leads off Hagley Road (A456) providing ease of commuting to the City Centre which is within approximately one and a half mile to the east, either by car or public transport including the new tram system which is currently under development.

Tenancy Information

Flat One: Currently Vacant

Flat Two: Let on Assured Shorthold Tenancy at a rental of £795 per calendar month (£9,540 p.a.).

Accommodation:

Ground Floor

Shared Entrance Hall

Flat 1

Lounge: 4.59m x 4.07m, Kitchen/Diner: 4.54m x 3.86m, Inner Hallway/Rear Entrance,

Shower Room with shower, wash basin and wc, Double Bedroom: 6.15m x 2.71m, Bathroom: 2.72m x 2.40m with panelled bath, pedestal wash basin and wc, Basement: 6.17m x 3.34m arranged as a bar/games room with window and side entrance door.

Flat 2:

First Floor

Entrance Hall, Stairs and Landing, Lounge: 4.09m x 3.59m, Kitchen: 3.20m x 2.73m, Bedroom One (Double): 4.52m x 3.84m, Bathroom: 2.25m x 1.72m with panelled bath, pedestal wash basin and wc, Bedroom Two (Small double) 3.00m x 2.72m

Second Floor

Stairs and Landing with store cupboard, Bedroom Three (Double): 4.61m x 3.8m, En-suite Shower Room with shower enclosure, pedestal wash basin and wc

Outside:

Front: Paved forecourt providing off road car parking

Rear: Shared pedestrian entry access to a paved yard, brick store and garden.

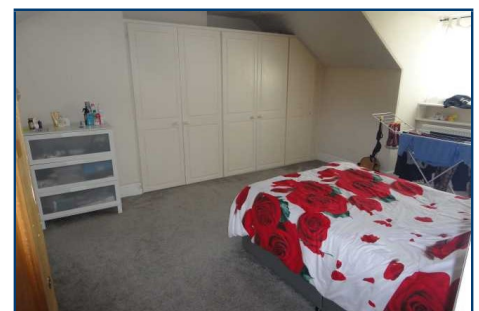
Legal Documents:

www.cottons.co.uk



Viewings:

Via Cottons - 0121 247 2233



LOT 30
Freehold Vacant Four Bedroom End Terraced House.

*Guide Price: £120,000 - £130,000 (+Fees)

By Instruction of Black Country Housing Group
37 Warner Road, Coalpool, Walsall, WS3 1RW
Property Description:

An end terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a fore-garden and concrete hard standing, providing potential for off-road car parking and benefitting UPVC double glazed windows, gas-fired central heating and large rear garden, but requires modernisation and improvement. Warner Road forms part of an established residential area which leads directly off Harden Road which, in turn, leads off Lichfield Road (A461) and the property is conveniently within one and a half miles to the north of Walsall Town Centre.

Accommodation:
Ground Floor

Porch, Reception Hall, Through Lounge: 5.81m x 3.48m (max.), Dining Room: 3.02m x 2.57m, Breakfast Kitchen: 3.66m x 3.35m, Rear Entrance Hall with Store.

First Floor

Stairs and Landing, Bedroom One (Double): 3.66m x 2.63m, Bedroom Two (Double): 3.78m x 2.66m, Bedroom Three (Double): 3.59m x 3.4m (max.), Bedroom Four (Single): 2.61m x 2.3m, Bathroom with panel bath, wash basin and wc.

Outside:

Front: Lawned foregarden with concrete hard-standing.

Rear: Pedestrian side yard/access to rear with brick built stores, patio and a large lawned garden.

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

Viewings: Via Cottons - 0121 247 2233



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LOT 31

Freehold Vacant Office Premises with Car Parking

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

91 Albion Street, Jewellery Quarter, Birmingham, B1 3AA



Property Description:

A commercial premises currently arranged as offices of two-storey part-rendered, traditional brick construction, surmounted by a pitched replacement tile clad roof and set within a courtyard containing a variety of similar workshops, offices and live/work units which are located directly off Albion Street. The property benefits from gas-fired central heating, UPVC double glazed windows and three allocated parking spaces and may be suitable for alternative use including workshop or residential use (subject to obtaining Planning Consent).

The property is located within the highly regarded Jewellery Quarter District, surrounded by a wide range of commercial, leisure and residential premises, being an area which has undergone significant re-development, creating a sought after location to work and live.

Accommodation:

Ground Floor

Reception Hall, Store, Reception Office, Kitchen, Ladies Toilets with wc and wash basin, Storeroom with roller shutter access for rear loading,

Gents Toilets with wc and wash basin.

First Floor

Stairs and Landing, three generous offices.

Outside:

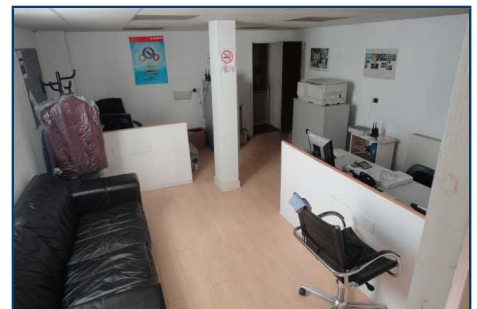
Small concrete forecourt and three allocated car parking spaces.

Gross Internal Area: 117.84 sq m (1,268 sq ft)

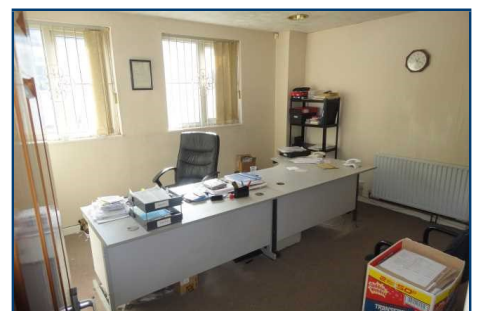
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



COURTYARD LOCATION OF 91 ALBION STREET



LOT 32
Freehold Vacant Semi-detached House with Three Bedrooms

*Guide Price: £170,000 - £180,000 (+Fees)

152 Redditch Road, Kings Norton, Birmingham, West Midlands, B38 8RD

Property Description:

A traditional semi-detached house of two storey brick construction surmounted by a hipped tile clad roof set well back from the road behind a long gravelled forecourt and benefitting from three bedrooms, mostly UPVC double glazed windows and gas fired central heating but requiring a complete repair and refurbishment throughout. In addition the property offers potential for extension to the side and rear.

The property forms part of a well regarded and established residential area. and Redditch Road (A441) provides direct access to the M42 Motorway (Junction 2) being approximately 3 miles to the South, Local shops and amenities on Kings Norton Green which are within approximately half a mile and Birmingham City Centre being within approximately 5 miles to the North.

Accommodation:
Ground Floor

Vestibule Porch, Reception Hall, Front Reception Room: 3.57m x 3.04m, Rear Reception Room: 3.53m x 3.06m, Kitchen: 2.25m x 1.72m, Lean-to Veranda, Toilet with WC.

First Floor

Stairs and Landing, Bedroom 1: (double) 3.54m x 3.04m, Bedroom 2: (double) 3.56m x 2.79m, Bedroom 3: (single) 2.28m x 2.01m, Bathroom with bath, wash basin, Separate WC

Outside:

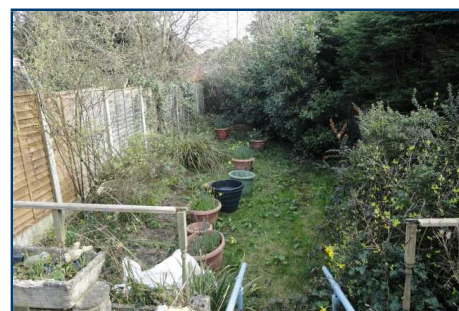
Front: Gravelled forecourt providing off road parking, Side garage: 4.9m x 1.84m
Rear: Decked patio and a partly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 33

Freehold Vacant Mid Terraced House with Three Bedrooms

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

89 Wolverhampton Street, Wednesbury, West Midlands WS10 8UE

Property Description:

A traditional mid-terraced house of two-storey brick construction surmounted by a pitched slate clad roof, set back from the road behind a paved forecourt benefitting from three bedrooms and part gas-fired central heating but requiring extensive repair and refurbishment throughout.

The property is situated close to the junction with Forge Road and Wolverhampton Street leads directly off Moxley Road (A4038) and the property is conveniently within two miles from both Wednesbury Town Centre and from the M6 Motorway (Junction 10).

Accommodation:

Ground Floor

Entrance Hall, Front Reception Room: 3.8m x 3.67m, Rear Reception Room: 3.78m x 3.21m (max.), Kitchen: 3.8m x 2.57m (max.), Bathroom with bath, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (Double): 3.81m x 2.79m, Bedroom Two (Double): 4.2m x 2.78m, Bedroom Three (Single): 3.19m x 1.84m.

Outside:

Front: Paved foregarden.

Rear: Yard and 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 access is restricted to the ground floor only. All interested parties viewing the property must take utmost caution and neither the seller nor Auctioneers will be responsible 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 disappled or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

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

G2. Deposit

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

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

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

G2.2 The deposit

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

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

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

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

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

G3. Between contract and completion

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

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

(b) pay the premiums when due;

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

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

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

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

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

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

G9.5 The buyer must:

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

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

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

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

G23. Rent reviews

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

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

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

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

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

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

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

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

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

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

G24. Tenancy renewals

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

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

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

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

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

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

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

G25. Warranties

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

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

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

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

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

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

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

G28. Notices and other communications

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

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

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

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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