

13TH JULY 2022

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 13TH JULY 2022

Commencing at 1:00 PM

LOCATION

Our Live Auction will be held at
Avery Fields, 79 Sandon Rd, Edgbaston,
Birmingham B17 8DT and broadcast live
on-line with bidding In Room and by
Telephone, Proxy and Internet

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 44 LOTS

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

Order Of Sale

Lot No.	Address	Tenure
1	57 Dunsmore Road, Hall Green, Birmingham, B28 8EA	Freehold Vacant Residential
2	1074 Tyburn Road, Erdington, Birmingham, B24 0SY	Freehold Vacant Residential
3	7 Chepstow Villas, Chesterton Road, Birmingham, B12 8HP	Freehold Vacant Residential
4	Flat 6 Chiltern Court, Hill Village Road, Sutton Coldfield B75 5JD	Leasehold Vacant Residential
5	29 Alexandra Road, Wednesbury, West Midlands WS10 9LH	Freehold Vacant Residential
6	44 Carnegie Avenue, Tipton, West Midlands DY4 8SX	Leasehold Residential Investment
7	24 High Street, Rowley Regis., West Midlands B65 0DR	Freehold Commercial Investment
8	The Lake, Swindon Hall Grounds, Swindon Village, Cheltenham GL51 9QR	Freehold Fishing Lake
9	103 Selsey Road, Edgbaston, Birmingham, B17 8JP	Freehold Residential Investment
10	6-8 Braithwaite Road, Sparkhill, Birmingham, B11 1LA	Freehold Vacant Nursery
11	76 Alvechurch Road, West Heath, Birmingham, B31 3QW	Freehold Vacant Residential
12	1 Fentham Road, Erdington, Birmingham, B23 6AA	Freehold Residential Investment
13	13 Market Place, Great Bridge, Tipton, West Midlands DY4 7AR	Freehold Mixed Investment
14	8 Coverack Road, Bilston, West Midlands WV14 8GH	Freehold Vacant Residential
15	Fgr 8 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ	Freehold Ground Rent
16	Fgr 10 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ	Freehold Ground Rent
17	Fgr 25 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ	Freehold Ground Rent
18	Fgr 35 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ	Freehold Ground Rent
19	Fgr 55 Lindsworth Road, Kings Norton, Birmingham, B30 3RP	Freehold Ground Rent
20	Land At Sunderland Road, Gateshead, Tyne And Wear NE8 3QD	Freehold Land
21	Land Along Chaiman's Walk, Walney, Barrow-in-furness, Cumbria LA14 3QX	Freehold Land
22	38 Station Road, Kings Norton., Birmingham, B30 1DA	Freehold Residential Investment
23	The Bungalow, Carden Close, West Bromwich, B70 0BA	Freehold Vacant Residential
24	38 Coronation Road, Wolverhampton, WV10 0QH	Freehold Residential Investment
25	Land At Glascoate Lane, Wilnecote, Tamworth, Staffordshire	Freehold Land
26	Lock Up Garage Rear Of 188 Jeffcock Road, Wolverhampton, WV3 7AH	Freehold Garage Yard
27	176a & 176b Highfield Road, Hall Green, Birmingham, B28 0HT	Freehold Mixed Investment
28	22 Fairfax Drive, West Heath, Birmingham, B31 3SQ	Freehold Residential Investment
29	26 Fairfax Drive, West Heath, Birmingham, B31 3SQ	Freehold Vacant Residential
30	Woodland And Lakes At Dimmingsdale Alton, Staffordshire ST10 4BU	Freehold Land & Lakes
31	25 Seeds Lane, Brownhills, Walsall, WS8 6HU	Freehold Development Site
32	59 Reddicap Hill, Sutton Coldfield, West Midlands B75 7BQ	Freehold Development Site
33	14 Little Hill Way, Woodgate Valley, Birmingham, B32 3RZ	Freehold Vacant Residential
34	41 Tennyson Road, Small Heath, Birmingham, B10 0HA	Freehold Vacant Residential
35	45a Claremont Street, Cradley Heath, West Midlands B64 6HH	Freehold Vacant Commercial
36	50 Lottie Road, Selly Oak, Birmingham, B29 6JZ	Freehold Vacant Residential
37	Waggon & Horses, 57 Dudley Road, Tipton., West Midlands DY4 8EB	Freehold Vacant Public House
38	The Red Lion, 33 High Street, Brockmoor., Brierley Hill, DY5 3HX	Freehold Public House Inv
39	Flat 8, 48 Handsworth Wood Road, Birmingham, B20 2DT	Leasehold Vacant Residential
40	31 Tower View Road, Great Wyrley, Walsall, WS6 6HF	Leasehold Takeaway Investment
41	388 Bellhouse Road, Sheffield, S5 0RE	Freehold Vacant Residential
42	22 Spring Street, Stourbridge, West Midlands DY9 7EL	Freehold Vacant Residential
43	440 Barrows Lane, Birmingham, B26 1QL	Freehold Vacant Residential
44	3 Warrens Croft, Walsall, West Midlands WS5 3JX	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, Jason
Coombes BA MARLA MNAVA

Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy,
Sharron Sheldon, Tina Thornton, Charlotte Smith,
Dawn Prince, Mark Cullen, Andrew Smith, Nick Burton,
Richard Gaines. Mark Judd.

IMPORTANT NOTICE

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250) 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.

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day as detailed above. This will enable us to fastrack your entry to the auction room and streamline the purchase procedure in the event your bid is successful. By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

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

BIDDING OPTIONS

This will be a live auction held at Avery Fields Sports & Events Venue, 79 Sandon Rd, Birmingham B17 8DT

You have the option to bid in person by attending the venue on the day, bid online, bid by telephone or by proxy.

IN ROOM BIDDING

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful. This will enable us to Fastrack your entry to the auction room where your bidding number will be ready for your collection and streamline the purchase procedure in the event your bid is successful.

By registering online prior to attending the auction you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

For those unable to register online, registration will be available in the auction room and full ID checks will be undertaken before you receive your bidding number.

Acceptable forms of Identification are:

Full UK Passport or Photo Driving Licence (For identification)

Plus

a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)

Please ensure have means to pay the deposit and our Auction Administration Fee which will be required before leaving the auction room.

In Room Auction deposits may be paid by the following methods:

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

If you fail to comply with these requirements, you will be unable to bid.

ONLINE, TELEPHONE & PROXY BIDDING

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), 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.

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. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

If you have registered and been authorised for a Telephone Bid we will call you when the lot you are interested in comes up and take live bids from you over the telephone. Telephone Bids will be strictly on a first come first served basis.

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

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 your bidding and our bank details will be provided once we have processed your bidding form.

DUE DILIGENCE

Recommended Due Diligence Before Bidding

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

GUIDES & RESERVES

Understand the Guide and Reserve Price

What is a Guide Price?

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

What is a Reserve Price?

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

THE AUCTION DAY

What happens on the day of the auction?

Addendum

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

Start of the Auction

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

Bidding

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

FALL OF THE HAMMER

On the fall of the hammer

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

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

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

POST AUCTION

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

DEPOSIT

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

Cottons
 CHARTERED SURVEYORS

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

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**

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.

VIEWINGS

Vacant Properties

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.

Investment Properties

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.

Viewing Guidelines

- Please arrive promptly for your appointment.
- On Arrival we shall require your name and telephone number and you will be unable to view if this information is not provided.
- You will be responsible for providing your own PPE if required.
- Where possible, we have included on our website internal photos and video tour for each property to assist you.
- Please be aware that many auction properties are often in disrepair and unsafe condition and all persons viewing any property must do so with the extreme caution and entirely at their own risk. By attending a viewing, you accept that neither the Seller nor the Auctioneer accept any liability for harm caused whilst viewing a property.
- 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 thank you in advance for your co-operation.

Cottons
CHARTERED SURVEYORS

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) is 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). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

In Room Auction Deposits may be paid by the following methods:

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

The Deposit and Auction Administration Fee must be paid before leaving the auction room.

Online, Telephone & Proxy Bidding Deposits:

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. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

If you need any help please contact the Auction Team

Tel 0121 247 2233

Cottons
CHARTERED SURVEYORS

Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

WEDNESDAY 14 SEPTEMBER 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 19 AUGUST 2022

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

LOT 1

Freehold Vacant Three Bedroom House

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

57 Dunsmore Road, Hall Green, Birmingham, West Midlands B28 8EA

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having gas fired central heating however does require modernisation and improvement throughout. Dunsmore Road is located in a popular residential area and is located of both Sarehole Road and Stratford Road (A34)

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (4.56 x 2.85m), Dining Room: (4.82 x 3.02m), Kitchen with no fitments: (3.02 x 1.87m), Veranda and Store, Stairs,

First Floor

Bedroom 1: (2.85 x 3.75m), Bedroom 2: (4.03 x 3.04m), Bedroom 3: (2.80 x 2.06m), Bathroom having WC and no further fitments: (3.04 x 1.88m)

Outside:

Front: Walled foregarden

Rear: Lawned garden with brick built stores

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

Viewings – Via Cottons – 0121 247 2233



Want to know a secret?

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

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

1

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

2

We provide a free appraisal of your finance options

3

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

Get in touch today for a fast response to your requirements

Call us on **01249 652 939**

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi the auction finance **specialist**

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

See us at today's auction

See us on LinkedIn and Twitter



NACFB
Helping Fund UK Business

LOT 2
Freehold Vacant Possession (Three Bedroom House)

*Guide Price: £135,000 - £145,000 (+Fees)

1074 Tyburn Road, Erdington, Birmingham, West Midlands B24 0SY
Property Description:

An extended end terraced house of two-storey brick construction, surmounted by a pitched tile roof and set back from the road behind a block paved foregarden allowing for off road parking and access to garage. The property benefits from UPVC double glazing but does require modernisation and improvement.

The property is located on the Tyburn Road (A38) in between the junctions of Chester Road and Kingsbury Road and approximately one mile to the south of Erdington Town Centre and three miles to the north east of Birmingham City Centre.

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Entrance Hall, Lounge: (3.96m x 3.27m), Dinning Area: (4.57 x 3.25m), Kitchen: (No Fitments) (2.99m x 4.13m), Bathroom: (1.83m x 1.85m) with corner bath with shower over, pedestal wash basin and wc, Garage (5.51 x 2.95m)

First Floor

Stairs and Landing, Bedroom One: (3.40m x 4.19m), Bedroom Two: (4.56m x 2.88m), Bedroom Three: (3.50m x 2.27m),

Outside:

Front: Block Paved foregarden allowing for off-road car parking and access to garage

Rear: Patio area and lawned garden.

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

Viewings: - Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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

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

LOT 3

Freehold Vacant Mid Terraced House with Three Bedrooms

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

7 Chepstow Villas, Chesterton Road, Balsall Heath, Birmingham, West Midlands B12 8HP

Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, set back behind a foregarden and accessed by a pedestrian walkway leading directly off Chesterton Road.

The property benefits from UPVC double glazed windows and external doors but requires modernisation and improvement throughout.

The property is situated in a traditional and established residential area and Chesterton Road leads directly between Stoney Lane and Ladypool Road, both providing access to a wide range of local retail shops, amenities and restaurants.

Accommodation:

Ground Floor

Lounge: 3.43m x 3.44m, Rear Reception Room: 3.4m x 3.37m with understair store, Kitchen: 3.31m x 1.76m, Rear Entrance Hall, Wet Room: 2.04m x 1.72m, with shower, pedestal wash basin and wc, Side Veranda/Utility: 6.55m x 1.27m.

First Floor

Stairs and Landing, Bedroom One (Double): 3.42m x 3.47m, Bedroom Two (Double): 3.38m x 3.4m, Inter-communicating with Bedroom Three (Single): 3.34m x 1.78m.

Outside:

Front: Walled foregarden.

Rear: Overgrown garden (not inspected).

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

Viewings: Via Cottons - 0121 247 2233



Cottons

CHARTERED SURVEYORS

RESIDENTIAL SALES

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

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

0121 247 4747
domalley@cottons.co.uk

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

www.cottons.co.uk



LOT 4
Leasehold Vacant Apartment with Two Bedrooms and Garage

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

Flat 6 Chiltern Court, Hill Village Road, Four Oaks, Sutton Coldfield, B75 5JD

Property Description:

A modern purpose-built, second floor apartment forming part of a three-storey block known as Chiltern Court and situated in a development of similar units, set within lawned gardens and fronting Hill Village Road.

The property provides well laid out generous accommodation which includes two double bedrooms and benefits from UPVC double glazed windows, electric heating and lock up garage.

Hill Village Road runs between Lichfield Road (A5127) to the north and Mere Green Road (B4151) to the south and forms part of a popular and highly regarded residential area.

Mere Green Shopping Centre is located within approximately three quarters of a mile and provides access to a wide range of retail shops, supermarkets, bars and restaurants.

Accommodation:
Ground Floor

Communal Hallway with door entry system.

Second Floor

Communal Landing, Large Reception Hall: 4.12m x 1.86m, Lounge/Dining Room ('L' Shaped): 6.5m x 3.9m (max.), Kitchen: 2.73m x 2.23m, Bathroom: 2.24m x 1.84m with panel bath having shower over, pedestal wash basin and wc, Bedroom One (Double): 3.35m x 3.02m, Bedroom Two (Double): 4.23m x 3.00m.

Outside:

Well maintained communal gardens with Resident's parking areas and a lock up garage (No. 11), located in an adjacent block to the rear of the development.

Leasehold Information:

Term:: 99 years from 24th June 1965.

Ground Rent: £20 per annum

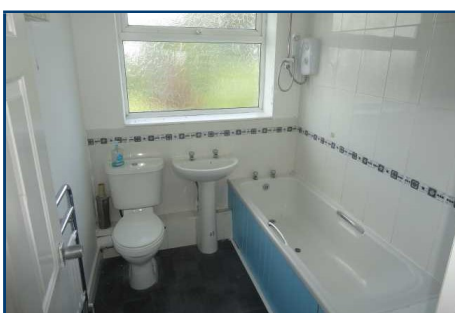
Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 5

Freehold Vacant Semi-Detached House *Guide Price: £100,000 - £110,000 (+Fees)

29 Alexandra Road, Wednesbury, West Midlands, WS10 9LH



Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and pathway leading to side entrance. The property benefits from having UPVC double glazing and gas fired central heating. The property has been redecorated throughout and is offered for sale in a presentable condition.

Alexandra Road is located between Old Park Road and All Saints Road both of which can be found off Walsall Road (A4038). The property is set within an established residential area and is in approximately within half a miles distance from the main shopping area in Darlestone

Accommodation:

Ground Floor

Side Entrance, Entrance Hallway, Lounge: (4.08 x 3.71m), Dining Room: (3.79 x 3.75m), Kitchen: (3.93 x 1.95m), Bathroom having panelled bath with shower over, wash basin and WC: (2.97 x 1.82m), Stairs

First Floor

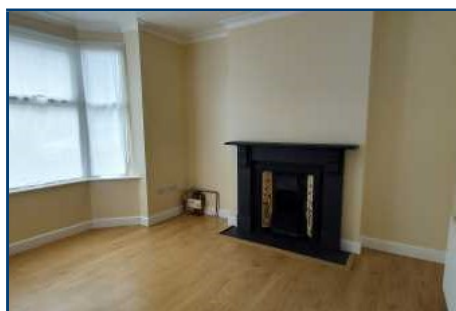
Landing, Bedroom 1 (Double): (3.47 x 3.74m), Bedroom 2 (Double): (3.78 x 3.74m)

Outside:

Front: Walled foregarden and side pathway
Rear: Patio area and lawned garden

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

Viewings – Via Cottons – 0121 247 2233



LOT 6
Leasehold Investment - Studio Flat (Rental Income: £4,407 per annum)
 *Guide Price: £30,000 - £35,000 (+Fees)

44 Carnegie Avenue, Tipton, West Midlands DY4 8SX
Property Description:

A purpose built first floor apartment forming part of a two storey block set back behind a communal car parking area. The property includes UPVC Double Glazing and Electric Heating. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East. The property is let on an Assured Shorthold Tenancy currently producing a rental of £367.28 per calendar month (£4,407.36 per annum).

Accommodation:

Ground Floor Communal Entrance Hall, Stairs

Flat 44:

Open Plan Bed/Living Room/Kitchen Area, Dressing Room with wash basin, Bathroom with panelled bath with shower over and WC

Outside:

Communal gardens and car parking area

Leasehold Information

Lease Term: 120 Years from 24 June 1982

Ground Rent & Service Charge: Refer to Legal Pack

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

Viewings: Via Cottons - 0121 2472233



Communal Parking Area

LOT 7
Freehold Investment - High Street Retail Shop Let to Boots UK Ltd
 *Guide Price: £135,000 - £150,000 (+Fees)

24 High Street, Blackheath, Rowley Regis, Sandwell B65 0DR
Property Description:

A two-storey, mid terraced retail shop, forming part of the busy High Street, located in Blackheath Town Centre and benefitting from a high level of passing trade and pedestrian footflow.

The High Street contains a wide range of both local and multiple retailers serving the surrounding densely populated residential area.

Blackheath is situated approximately two miles to the north of Halesowen and seven miles to the west of Birmingham City Centre.

Lease Information:

The property is currently let on a lease for a term of five years from 12th October 2018, at a rental of £10,100 per annum to Boots UK Limited, who have occupied the property for a number of years.

Accommodation:

The accommodation has not been internally inspected by the Auctioneers and all details have been obtained from the Valuation Office Agency (VOA) Website.

Ground Floor

Retail Area: 80.6 sq m (867 sq ft) with roller shutter front, Store: 11.4 sq m (122 sq ft)

First Floor

Internal Storage: 57.6 sq m (620 sq ft), Staff Room: 10.3 sq m (110 sq ft).

Outside:

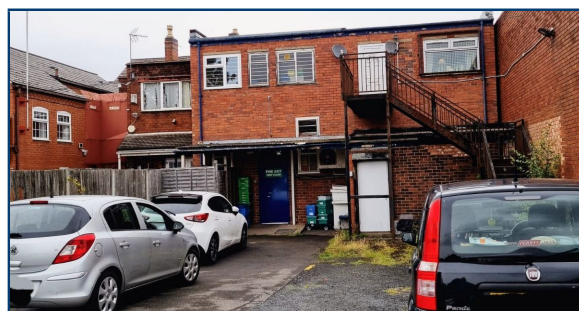
Rear: tarmac yard located off Payne Street proving off road car parking

Total Floor Area: 159.9sq.m (1,721sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 8

Freehold Fishing Lake

*Guide Price: £35,000 - £40,000 (+Fees)

The Lake, Swindon Hall Grounds, Swindon Village, Cheltenham, Gloucestershire GL51 9QR

Property Description:

A freehold well matured and maintained fishing lake located in Swindon Village. The lake benefits from having seating areas, compost bins and mature shrubs and trees and an island located in the middle with bridge access. The lake is situated next to Swindon Village Park and can be accessed off Church Road which in turn is found off Hyde Lane. Swindon Village is a suburb in the spa town of Cheltenham.

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

Viewings: – External Only



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



LOT 9

Freehold Investment Property (Two Bedroom Terrace)

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

103 Selsey Road, Edgbaston, Birmingham, West Midlands B17 8JP

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. Selsey Road is located off both Ridgeway and Portland Road. The property is let on an assured shorthold tenancy agreement producing a rental of £550 per calendar month (£6,600 per annum).

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (4.06 x 3.70 m), Dining Room: (3.73 x 3.96 m), Kitchen: (4.09 x 1.97 m), Side Veranda (4.16 x 1.52 m) Stairs

First Floor

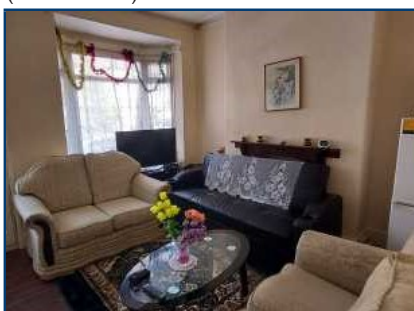
Bedroom 1: (3.44 x 3.70 m), Bedroom 2: (3.76 x 2.78 m), Bathroom: (3.92 x 1.98 m) having panelled bath with shower over, wash basin and WC

Outside:

Front: Walled Foregarden
Rear: Garden

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

Viewings - Via Cottons – 0121 247 2233



LOT 10
Freehold Vacant Former Children's Nursery - 323 sq m (3,487 sq ft)
***Guide Price: £310,000 - £330,000 (+Fees)**
6-8 Braithwaite Road, Sparkbrook, Birmingham, B11 1LA

Property Description:

A substantial three-storey property of brick construction, surmounted by a pitched tile clad roof, formerly comprising of a pair of semi-detached dwellings which have been substantially extended to the rear and converted into a Children's Nursery.

The property offers extensive and well laid out accommodation over three floors, benefitting from modern lift access, double glazed windows, gas fired central heating and enclosed rear garden.

The property may be suitable for a variety of alternative uses, subject to planning consent.

Braithwaite Road leads off Sampson Road and provides direct access to Stratford Road (A34) which contains a wide variety of local retail shops and services and the property is conveniently within less than one mile from Birmingham City Centre.

Accommodation:
Ground Floor

Large Reception Hall with Lift Access, Reception Office, Inner Corridor, Room 1 with partitioned Toilet, Utility/Laundry Room, Stores, Staff Toilets, Server Room, Children's Toilets, Kitchen, Room 2, Room 3 with Children's Toilets, Secondary Kitchen.

First Floor

Stairs and Lifts to Landing Area, Room 4 with Stores, Room 5, Wet Room with wc and wash basin, Ladies and Children's Toilets, Room 6 with Stores and Children's Toilets, Room 7/8 (Meeting Room), Room 9.

Second Floor

Stairs and Lifts to Landing Area, Toilet, Room 10, Room 11, Room 12.

Outside:

Front: Walled forecourt with Disabled Access, pedestrian gated side access to rear.

Rear: Covered yard, soft play area, garden, stores.

Net Internal Area

Ground Floor: 149.75 sq m (1,612 sq ft)

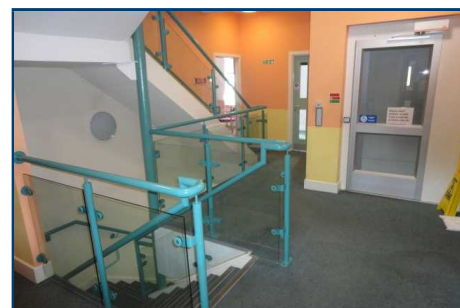
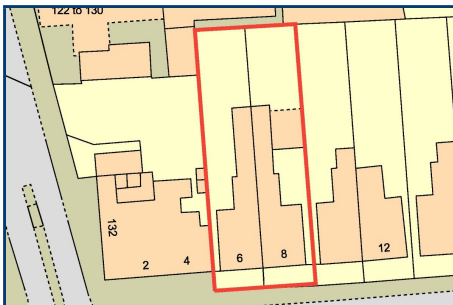
First Floor: 110.00 sq m (1,187 sq ft)

Second Floor: 63.94 sq m (688 sq ft)

Total: 323.69 sq m (3,487 sq ft)

Legal Documents: at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 11

Freehold Vacant Dwelling, formerly used for Assisted Living/Care Home
 *Guide Price: £320,000 - £340,000 (+Fees)

76 Alvechurch Road, West Heath, Birmingham, West Midlands, B31 3QW



Property Description:

A substantial semi-detached dwelling house of two-storey brick construction, surmounted by a pitched interlocking tile clad roof, substantially extended in 1997 and previously used as a Care Home, with the accommodation arranged to provide Assisted Living. The property provides well laid out accommodation with six bedrooms, ancillary living accommodation and benefits from UPVC double glazed windows, gas fired central heating and lift access to first floor.

The property is set back from Alvechurch Road behind a foregarden and driveway and is located close to the traffic roundabout with Lilley Lane and Cofton Road, within close proximity to neighbourhood shops and amenities.

West Heath is located to the southern edge of Birmingham within approximately one mile from open countryside and approximately six miles to the south of Birmingham City Centre.

Accommodation:

Ground Floor

Reception Hall with Store, Lift access to First Floor, Wet Room with Shower, wash basin and wc, Cloakroom with wc and wash basin, Rear Entrance Hall, Bedroom One, with wash basin,

Inner Hall with stores, Laundry Room, Kitchen, Lounge, Bedroom Two, with wash basin.

First Floor

Stairs and Landing with Lift access and Stores, Bedroom Three, with wash basin, Bathroom, with bath having shower over, wash basin and wc, Office, Bathroom with adapted bath/shower, wash basin and wc, Bedroom Four, with wash basin, Bedroom Five, with wash basin, Bedroom Six, with wash basin.

Outside:

Front: Lawned foregarden and driveway, providing off-road parking, pedestrian side access to rear.

Rear: Yard and garden.

Gross Internal Area

Ground Floor: 118.83 sq m (1,279 sq ft)

First Floor: 106.54 sq m (1,146 sq ft)

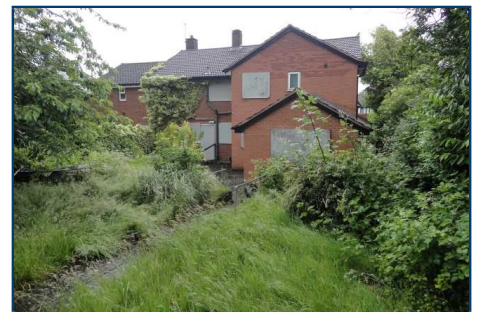
Total Floor Area: 225.37 sq m (2,425 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Freehold Investment Opportunity - 6 Self Contained Flats

*Guide Price: £330,000 - £360,000 (+Fees)

1 Fentham Road, Erdington, Birmingham, West Midlands, B23 6AA



Property Description:

A substantial investment opportunity comprising of a three storey end terrace property having been converted to provide 6 well laid out self-contained flats all being separately metered (apart from Gas) and benefiting from majority UPVC double glazing and gas fired central heating. The property is located on Fentham Road close to the junction with Gravelly Hill (A5127) which provides direct access to both Birmingham city centre and junction 6 of the M6 Motorway network. The property is also within walking distance to Erdington High street that provides a wide range of shops and amenities. All of the flats are currently let producing a total current rental of £32,340 per annum.

Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:

Flat 1 £480 pcm (£5,760 per annum)

Flat 2 £480 pcm (£5,760 per annum)

Flat 3 £480 pcm (£5,760 per annum)

Flat 4 £415 pcm (£4,980 per annum)

Flat 5 £425 pcm (£5,100 per annum)

Flat 6 £415 pcm (£4,980 per annum)

Total Rental Income: £2,695 pcm (32,340 per annum)

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Flat 1 Entrance Hallway, Lounge (4.40 x 2.99m), Bedroom (3.41 x 3.60m), Kitchen (3.54 x 2.68m) and Shower room (1.85 x 2.44m).

Flat 6 Lounge/Bedroom/Kitchen and Shower room

First Floor

Flat 2 Lounge/Kitchen (4.51 x 2.99m), Bedroom (3.15 x 2.33m) and Shower room (3.14 x 1.20m).

Flat 3 Lounge (4.39 x 3.26m), Bedroom (3.30 x 2.23m), Kitchen (1.42 x 1.88m) and Shower room (1.40 x 1.59m).

Second Floor

Flat 4 Lounge/Kitchen (4.73 x 3.62m), Bedroom (2.68 x 1.75m) and Shower room (1.54 x 1.60m).

Flat 5 Entrance Hallway, Lounge (2.93 x 3.66m), Bedroom (1.73 x 3.57m), Kitchen (1.36 x 1.79m) and Shower room (1.49 x 1.47m).

Outside:

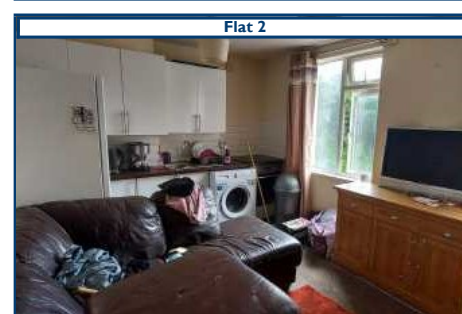
Front Walled Foregarden and Side Garage.

Rear Garden

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 13

Freehold Investment - Ground Floor Retail/Office and Substantial Flat

*Guide Price: £135,000 - £150,000 (+Fees)

13 Market Place, Great Bridge, Tipton, West Midlands, DY4 7AR



Property Description:

An investment opportunity comprising of a three-storey, traditional built retail property with substantial self-contained flat to the first and second floors. The property is of brick construction with a pitched slate clad roof, situated within Great Bridge Town Centre, which contains a wide range of retail amenities and services.

The property benefits from part UPVC double glazed windows, rear garden with vehicular gated access providing potential for off road parking and, in addition, the flat benefits from three bedrooms and gas-fired central heating. Both properties are separately metered for utilities.

Market Place is located off the traffic roundabout junction with Great Western Way (A461) which provides direct access to Black Country New Road (A41). The property is located approximately five miles to the north west of Birmingham City Centre and three miles to the south west of Walsall Town Centre.

Tenancy Information:

Ground Floor - Currently trading as Print and Design Studio let at a rental of £650 per calendar month (£7,800 per annum).

Flat 13A, Market Place - Let on an Assured Shorthold Tenancy at a rental of £495 per calendar month (£5,940 per annum).

Total Rental Income: £1,145 per calendar month (£13,740 per annum)

Accommodation:

Ground Floor

Retail Shop: 36.01 sq m (387 sq ft) with aluminium shop front having roller shutter protection, Inner Hall with Cellar access (Not Inspected),

Bathroom: 7.74 sq m (83 sq ft) with bath, wash basin and wc, Middle Room: 17.04 sq m (183 sq ft) with Kitchen area, Rear Store: 9.02 sq m (97 sq ft) with partitioned toilet with wc and wash basin.

Flat 13A Market Place

Private off street Entrance, Hallway.

First Floor

Stairs and Landing, Bathroom: 2.93m x 2.67m with panel bath having shower over, pedestal wash basin and wc, Lounge: 4.8m x 4.72m, Open plan Kitchen area: 3.04m x 2.01m with range of fitted units.

Second Floor

Stairs and Landing, Bedroom One (Single): 3.79m x 2.04m, Bedroom Two (Double): 4.83m x 2.82m, Bedroom Three (Double): 4.93m x 3.3m.

Outside:

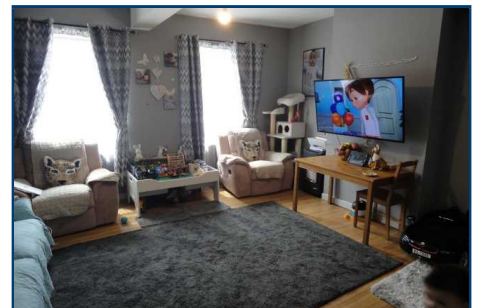
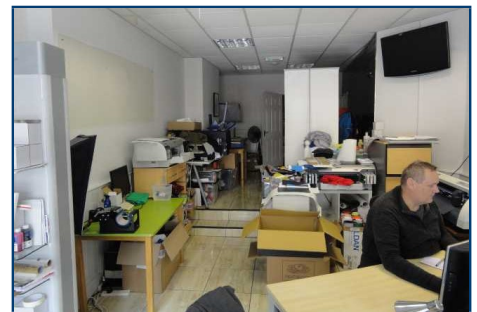
Rear: Yard/Garden with rear vehicular gated access from an adjacent car park area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14
Freehold Vacant Modern Townhouse with Four Bedrooms

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

8 Coverack Road, Dukes Park, Bilston, West Midlands, WV14 8GH

Property Description:

An attractive modern Townhouse built in approximately 2012 by Barratt Homes as part of an estate development, known as Dukes Park which is located off Great Bridge Road (A4098).

The property is set back behind a paved foregarden and driveway and provides well laid out accommodation benefitting from gas-fired central heating, UPVC double glazed windows, four bedrooms (one En-Suite), garage and off-road car parking.

Coverack Road leads via Mullion Drive and Constantine Way, off Great Bridge Road, conveniently within one mile from both Bilston and Wednesbury Town Centres and two miles from Gallagher Retail Park and the M6 Motorway (Junction 9).

Accommodation:
Ground Floor

Entrance Hall, Cloakroom with wc and wash basin, Lounge: 5.85m x 4.57m,

Dining Kitchen: 4.57m x 2.74m, with store cupboard, range of attractive fitted units and French doors, Integral Garage: 5.62m x 1.9m.

First Floor

Stairs and Landing, Bedroom One: 4.03m x 2.68m, En-suite Shower Room with wc and wash basin, Bedroom Two: 4.57m x 2.57m, Bedroom Three: 3.56m x 2.57m, Bedroom Four: 3.61m x 1.98m, Family Bathroom with bath, wash basin and wc.

Outside:

Front: Paved forecourt and tarmacadam driveway leading to garage.

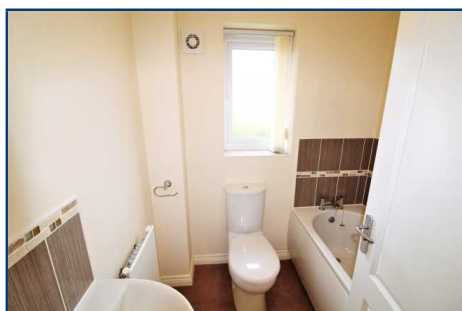
Rear: Enclosed lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15 Freehold Ground Rent Investment

*Guide Price: £7,000 - £9,000 (+Fees)

Freehold Ground Rent, 8 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ



Property Description:
A Freehold Ground Rent Investment secured upon a modern semi-detached house of two-storey construction, with pitched tile clad roof, set back behind a lawned foregarden and driveway.

25th March 1973, expiring on 24th March 2072 (less than 50 years unexpired) at a Ground Rent, currently £60 per annum, rising on 25th March 2039 to £80 per annum for the remainder of the term.

The property is situated in the popular residential town of Bromsgrove.

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

Lease Information

The property is subject to a long lease for a term of 99 years from

Viewings:
Not Applicable

LOT 16 Freehold Ground Rent Investment

*Guide Price: £7,000 - £9,000 (+Fees)

Freehold Ground Rent, 10 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ



Property Description:
A Freehold Ground Rent Investment secured upon a modern semi-detached house of two-storey construction, with pitched tile clad roof, set back behind a lawned foregarden and driveway.

25th March 1973, expiring on 24th March 2072 (less than 50 years unexpired) at a Ground Rent, currently £60 per annum, rising on 25th March 2039 to £80 per annum for the remainder of the term.

The property is situated in the popular residential town of Bromsgrove.

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

Lease Information

The property is subject to a long lease for a term of 99 years from

Viewings:
Not Applicable

LOT 17 Freehold Ground Rent Investment

*Guide Price: £7,000 - £9,000 (+Fees)

Freehold Ground Rent, 25 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ



Property Description:
A Freehold Ground Rent Investment secured upon a modern semi-detached house of two-storey construction, with pitched tile clad roof, set back behind a paved forecourt and driveway.

25th March 1973, expiring on 24th March 2072 (less than 50 years unexpired) at a Ground Rent, currently £60 per annum, rising on 25th March 2039 to £80 per annum for the remainder of the term.

The property is situated in the popular residential town of Bromsgrove.

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

Lease Information

The property is subject to a long lease for a term of 99 years from

Viewings:
Not Applicable.

LOT 18 Freehold Ground Rent Investment

*Guide Price: £7,000 - £9,000 (+Fees)

Freehold Ground Rent, 35 Wrekin Drive, Bromsgrove, Worcestershire B61 0TJ



Property Description:
A Freehold Ground Rent Investment secured upon a modern semi-detached house of two-storey construction, with pitched tile clad roof, set back behind a lawned foregarden and driveway.

25th March 1973, expiring on 24th March 2072 (less than 50 years unexpired) at a Ground Rent, currently £60 per annum, rising on 25th March 2039 to £80 per annum for the remainder of the term.

The property is situated in the popular residential town of Bromsgrove.

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

Lease Information

The property is subject to a long lease for a term of 99 years from

Viewings:
Not Applicable.

LOT 19

Freehold Ground Rent Investment (Approx. 15 Years Unexpired)

*Guide Price: £28,000 - £32,000 (+Fees)

FGR, 55 Lindsworth Road, Kings Norton, Birmingham, West Midlands B30 3RP

Property Description:

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

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

The property is subject a long lease term of 99 years from 25 December 1938 (approx. 15 years unexpired) at a ground rent of £6.00 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 20

Freehold Land

*Guide Price: £5,000 - £10,000 (+Fees)

Land at Sunderland Road, (Adj to 3 Howard Street), Gateshead, NE8 3QD

Property Description:

A rectangular shaped parcel of land fronting Sunderland Road (B1426) and situated adjacent to No. 3 Howard Street, forming part of an established residential area and located one mile to the east of Gateshead Town Centre. The land has previously been used by a National Advertising firm and contained two advertising hoardings sited adjacent to the gable wall of 3 Howard Road. The land may be suitable for a variety of uses, subject to obtaining any necessary planning consents and all interested parties should make their enquiries prior to bidding.

Total Site Area: 225.94 sq.m (2,434 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - External Only.

Note: The Auctioneers have not inspected the site and all information has been provided by the seller.



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

LOT 21

Two Parcels of Freehold Land

*Guide Price: £5,000 - £10,000 (+Fees)

Land Along Chairman's Walk, Promenade, Walney, Barrow-in-Furness, Cumbria LA14 3QX

Property Description:

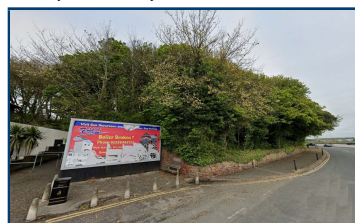
Two parcels of Freehold land, irregular in shape, extending to a total area of approximately 0.198 Acres (801 sq m) and situated to either side of the Chairman's Walk, a pedestrian walkway which leads directly off The Promenade, adjacent to The Ferry Public House and continues to houses located on French Street. The land is located on Walney Island which is separated from Barrow-in-Furness by Walney Channel and linked to the mainland by Jubilee Bridge (A590). Barrow-in-Furness Town Centre is located within approximately one mile to the west. The land was previously owned by a National Advertising Company whereby the section of land fronting

The Promenade contained an advertising hoarding. The land may be suitable for a variety of uses, subject to obtaining any necessary planning consents.

Legal Docs: at www.cottons.co.uk

Viewings: External only.

Note: The Auctioneers have not inspected the site and all information has been provided by the seller.



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

LOT 22

Freehold Investment Opportunity - 4 Self Contained Flats

*Guide Price: £330,000 - £360,000 (+Fees)

38 Station Road, Kings Norton, Birmingham, West Midlands, B30 1DA



Property Description:

A substantial investment opportunity comprising of a three storey semi-detached property having been converted to provide 4 self-contained flats all being separately metered and benefitting from UPVC double glazing and gas fired central heating. The property is located on Station Road between the junctions of Northfield Road and Middleton Hall Road. The property is within walking distance to the shops and amenities located in Cotteridge. All of the flats are currently let producing a total current rental of £20,216 per annum

Please Note

Completion will be six weeks from exchange of contracts.

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

Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:

Flat 1 £475 pcm (£5,700 per annum)

Flat 2 £395 pcm (£4,740 per annum)

Flat 3 £85 pw (£4,420 per annum)

Flat 4 £103 pw (£5,356 per annum)

Total Current Rental Income: (20,216 per annum)

AmberCourt
lettings

Accommodation:

Ground Floor

Flat 1 Entrance Hallway, Lounge, Bedroom, Kitchen and Shower Room

Flat 2 Lounge/Bedroom/Kitchen: (4.57 x 3.39m), and Shower Room: (1.77 x 2.43m)

First Floor

Flat 3 Entrance Hallway, Lounge: (4.05 x 2.84m), Bedroom: (3.55 x 3.64m), Kitchen: (1.96 x 2.23m), and Shower Room: (1.85 x 1.71m)

Flat 4 Duplex Flat: Entrance Hallway, Lounge: (4.54 x 4.59m), Stairs to

Second Floor

Landing, Bedroom: (3.66 x 4.12m), Kitchen: (4.50 x 4.68m) and Shower Room: (2.07 x 2.74m)

Outside:

Front Foregarden providing Off Road Parking

Rear Communal gardens

Council Tax: Flat 1 (Band A), Flat 2 (Band A) Flat 3 (Band A), Flat 4 (Band A)

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

Viewings: Via Cottons – 0121 247 2233



Flat 2



Flat 4



Flat 3

LOT 23

Freehold Vacant Detached Two Bedroom Bungalow

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

The Bungalow, Carden Close, West Bromwich, West Midlands B70 0BA

Property Description:

A detached two bedroom bungalow of brick construction directly fronting the pavement. The property benefits from having UPVC double glazing, gas fired central heating and gated off road parking to the side. The property is located on Carden Close which is a cul-de-sac and in turn is located off Phoenix Street

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Kitchen/Lounge: (5.51 x 3.52m), Utility Room: (1.14 x 1.91m), Bedroom 1: (5.51 x 3.17m), Bedroom 2 (Boxroom): (2.56 x 1.88m), Bathroom having panelled bath with shower over, wash basin and WC: (1.82 x 3.29m), Store Room: (1.83 x 0.99m)

Outside:

Side: Paved foregarden and double gates allowing for secure off road parking

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

Viewings - Via Cottons – 0121 247 2233



LOT 24

Freehold Investment (Three Bedroom House)

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

38 Coronation Road, Wolverhampton, West Midlands WV10 0QH

Property Description:

An extended end terraced property surmounted by a tiled roof set back from the road behind a foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Coronation Road is located between Prestwood Road and Wolverhampton Road that provides direct access to Wolverhampton City Centre the property being within walking distance from the New Cross Hospital. The property is currently let on a assured shorthold tenancy agreement producing £500 per calendar month (£6,000 per annum).

Accommodation:

Ground Floor

Entrance Hallway, Lounge (4.79 x 4.08m), Rear Reception Room (4.12 x 2.91m), Kitchen (2.69 x 3.61m), Bathroom (2.69 x 1.74m) having panelled bath with shower over, wash basin and WC, Stairs

First Floor

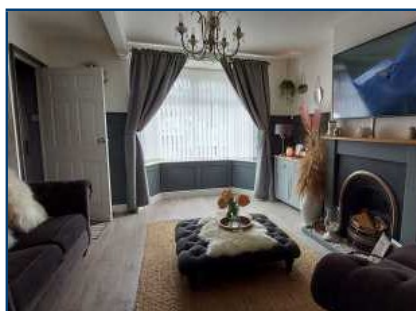
Bedroom 1 (5.04 x 3.24m), Bedroom 2, Bedroom 3.

Outside:

Front: Foregarden providing off road parking
Rear: Lawned garden

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

Viewings : Via Cottons – 0121 247 2233



LOT 25

Freehold Land (3.02 Acres)
*Guide Price: £35,000 - £40,000 (+Fees)

Land on the South East Side of Glascote Lane, Wilnecote, Tamworth, B77 2PH

Property Description:

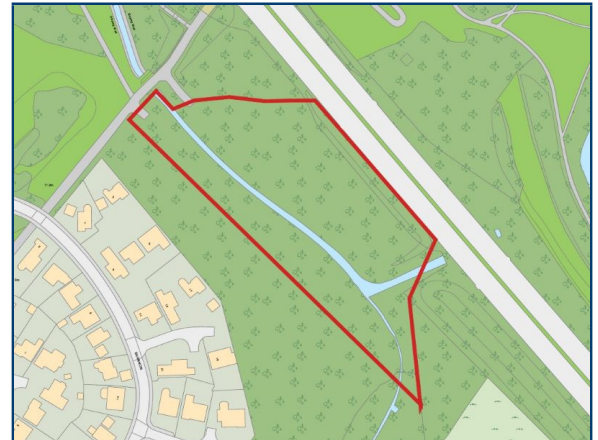
A parcel of freehold land irregular in shape and extending to an area of approximately 3.02 acres (12,224 sq.mtrs). The site is currently overgrown and runs adjacent to the A5 bypass. The land has vehicular access via a tarmacadam covered drive located off Shannon and is for agricultural use only, the land has a running stream through the site. The parcel of land is situated off the old Glascote Lane close to the housing development on Shanon, which in turn is found off Birds Bush Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

Planning:

All interested parties must satisfy themselves in full with any plans or proposals they may have with Tamworth Borough Council prior to bidding.



Access to Land

LOT 26

Freehold Vacant Lock Up Garage Yard with 6 Garages
*Guide Price: £20,000 - £25,000 (+Fees)

Lock Up Garage Yard to the Rear of 188 Jeffcock Road, Wolverhampton, West Midlands WV3 7AH

Property Description:

A lock up garage yard located to the rear of 188 Jeffcock Road and accessed by a shared vehicular right of way.

The yard is rectangular in shape and extends to an area of approximately 261 sq m and contains five lock-up garages and a sixth garage which appears to be converted into a storage unit.

Jeffcock Road forms part of an established residential area and runs between Bradmore Road, to the north and Lea Road to the south and is approximately one mile to the south west of Wolverhampton City Centre.

Important Note:

The property is being sold by solicitors acting as Executors for the former owner and all interested parties should be aware that, whilst we understand the garages to be vacant, the solicitors have posted notices to each garage requesting any persons in occupation make their presence known. Whilst no response has been received, vacant possession cannot be guaranteed and all parties bid strictly on this basis.

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.



RIGHT OF WAY ADJACENT TO 188 JEFFCOCK ROAD



LOT 27
Freehold Office & Flat Investment with Car Parking

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

176A & 176B Highfield Road, Hall Green, Birmingham, West Midlands, B28 0HT

Property Description:

A two-storey mixed use property of traditional brick construction, surmounted by a pitched slate clad roof and located over and above 176 Highfield Road (not included in the sale).

The property is accessed from the rear, directly off Robin Hood Lane, via a pedestrian gateway and vehicular driveway to a private car park and lawned garden and comprises of a ground floor office premises and a substantial first floor flat.

The property benefits from off-road car parking and UPVC double glazed windows and the flat (176A) benefits from gas fired central heating and the office (176B) from electric heating.

Both properties are separately metered for utilities and these are contained in the basement of 176 Highfield Road.

The property forms part of a well-regarded and popular residential suburb of Hall Green and is located at the junction of Highfield Road and Robin Hood Lane, within the immediate vicinity of a wide range of retail amenities and within a quarter of a mile from Stratford Road (A34), providing access to the shopping centres of Hall Green, Shirley and Sparkhill.

Rental Income:

176A: Currently let on an Assured Shorthold Tenancy at a rental of £625 per calendar month (£7,500 per annum).

176B: Currently let trading as Carlton Business Finance on a lease for a term of two years from 1st January 2022 on internal repair and insuring terms (with contribution towards external repairs) at a

rental of £4,950 per annum, rising on the 1st January 2023, to £5,250 per annum.

Current Total Rental Income: £12,450 p.a.

**Accommodation:/
176A Highfield Road**
Ground Floor

Entrance Hall.

First Floor

Stairs, Lounge: 21.88 sq m, Breakfast Kitchen: 10.67 sq m, Bedroom One: 13.92 sq m, Bedroom Two: 9.87 sq m, Bathroom and separate wc.

176B Highfield Road
Ground Floor

Kitchen: 4.43 sq m, Office One: 10.3 sq m, Office Two: 18.22 sq m, Toilet with wc.

Outside:

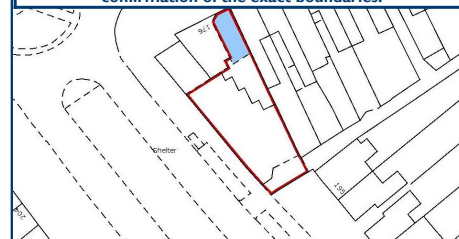
Rear vehicular access/right of way from Robin Hood Lane to gravelled car parking area and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

This plan is for identification purposes only. The area hatched in Blue relates to a flying Freehold over 176 Highfield Road. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 28

Freehold Investment Mid Terraced House

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

22 Fairfax Drive, West Heath, Birmingham, West Midlands B31 3SQ

Property Description:

A modern mid-terraced property of brick construction surmounted by a tiled roof and located in a gated private development known on Fairfax Drive. The property benefits from having UPVC double glazing and gas fired central heating. The development in Fairfax Drive was constructed in 2006 and is located off Fairfax Road close to the junction with Edgell Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £675 pcm (£8,100 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Kitchen (2.14 x 2.66m), Lounge (4.58 x 3.29m), WC, Stairs

First Floor

Landing, Bedroom 1 (3.92 x 3.31m), Bedroom 2 (2.20 x 3.30m) and Bathroom (2.06 x 1.41m) having panelled bath with shower over, wash basin and WC

Outside:

Front Allocated parking space
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Gated Entrance



LOT 29

Freehold Vacant End Terraced House

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

26 Fairfax Drive, West Heath, Birmingham, West Midlands B31 3SQ

Property Description:

A modern end-terraced property of brick construction surmounted by a tiled roof and located in a gated private development known on Fairfax Drive. The property benefits from having UPVC double glazing and gas fired central heating. The development in Fairfax Drive was constructed in 2006 and is located off Fairfax Road close to the junction with Edgell Road.

Accommodation:

Ground Floor

Entrance Hallway, Kitchen (2.14 x 2.66m), Lounge (4.58 x 3.29m), WC, Stairs

First Floor

Landing, Bedroom 1 (3.92 x 3.31m), Bedroom 2 (2.20 x 3.30m) and Bathroom (2.06 x 1.41m) having panelled bath with shower over, wash basin and WC

Outside:

Front Allocated parking space
Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30
Freehold Woodland and Lakes (Approximately 16 Acres)

*Guide Price: £35,000 - £40,000 (+Fees)

Woodland and Lakes at Dimmingsdale, Alton, Staffordshire ST10 4BU
Property Description:

Freehold land consisting of attractive woodland and a series of lakes extending to approximately 16 acres.

The land is situated in the heart of Dimmingsdale and is accessed via a pedestrian footpath from the Ramblers Retreat Cafe and consists of numerous trails leading up either side of the water and through the woodland.

Directions:

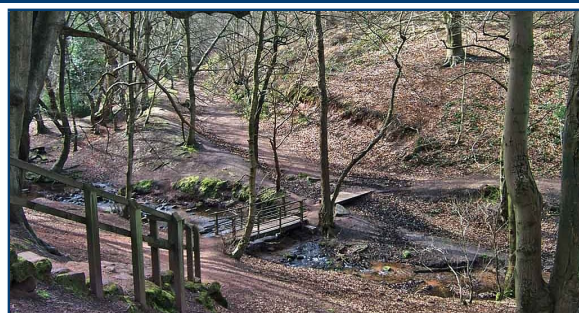
Follow the A52 towards Leek and turn left at Calton Moor, continue on the A52 after approximately 2.5 miles turn left on to the B5417, take a left on to Mill Road and then another left on to Red Road where you will find the Ramblers Retreat Cafe. The woodland is accessed via a footpath heading right (Northeast away from the car park). The woodland will then be identifiable from the attached plans or alternatively the land registry title plans located 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



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

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

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

**See us at
today's
auction**

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

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmi independent experts
in **property finance**

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

See us on LinkedIn and Twitter



NACFB
Helping Fund UK Business

LOT 31

25 Seeds Lane, Brownhills, Walsall, West Midlands WS8 6HU



Property Description:

A valuable residential redevelopment site benefitting from a Planning Consent for demolition of the existing dwelling and erection of five detached three bedroom bungalows served from Seeds Lane by way of a private driveway being 6.47 meters wide.

The site extends to an area of approximately 0.84 acres (0.34 hectares) and currently comprises of a driveway to a detached two bedroom bungalow and extensive lawned gardens with outbuildings and the existing dwelling may serve as useful base/accommodation for the developer undertaking part of the development scheme.

Seeds Lane forms part of an established residential area and comprises of a no-through road which leads directly off Lichfield Road (B4155) and the property is conveniently within one quarter of a mile from Brownhills Town Centre located on High Street (A452). The property is located approximately five miles to the north east of Walsall Town Centre and seven miles to the north west of Sutton Coldfield Town Centre

Planning:

Planning Consent was granted on 30th March 2022 following planning appeal (Ref: APP/V4630/W/21/3283410) for a development relating to Planning Application Ref: 20/0312 dated 13th March 2020 for the erection of 5 x 3 Bedroom Bungalows. Plans submitted with the application included the following dwellings:

Type A - Bungalow: 2 quantity on Plots 3 and 4

Accommodation: Open Plan Kitchen/Diner/Living Area, 3 Bedrooms, Bathroom, En-suite and Garage.

Type B - Bungalow: 1 quantity on Plot 5

Accommodation: Living Room, Dining Room, Kitchen, Utility, 3 Bedrooms, Bathroom and En-suite.

Type C - Bungalow: 1 quantity on Plot 1

Accommodation: Living Room, Kitchen/Diner, Utility, 3 Bedrooms, Bathroom and 2 En-suites.

Type D - Bungalow: 1 quantity on Plot 2

Accommodation: Open Plan Kitchen/Diner/Living Area, 3 Bedrooms, Bathroom, En-suite and Garage.

A copy of the Planning Consent plans and supporting documentation are available from both Walsall Council Website and the Auctioneers.

The Existing Bungalow contains the following

Accommodation:

Existing Accommodation:

Porch, Dining Kitchen, Inner Hallway, Lounge, Conservatory, Sun Room, 2 Double Bedrooms, Shower Room with WC, Study Area/Hall and Bathroom with WC and Garage.

Legal Documents

Available at www.cottons.co.uk

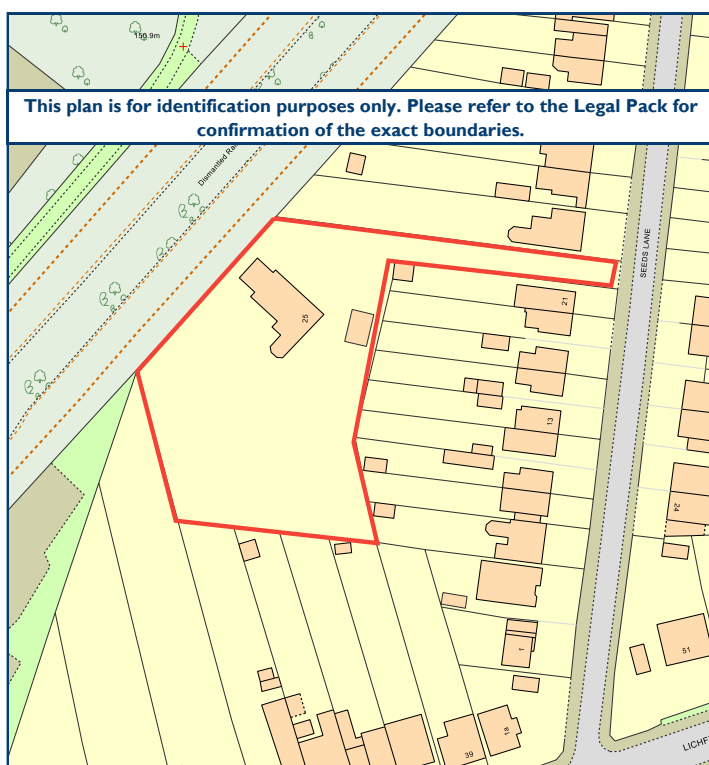
Viewings

Via Cottons – 0121 247 2233



Boot&Son
Chartered Surveyors Est 1919

Freehold Development Site - Five x 3 Bedroomed Detached Bungalows
*Guide Price: £500,000 - £575,000 (+Fees)



LOT 32

Freehold Residential Development Site - Consent for Five Dwellings *Guide Price: £450,000 - £480,000 (+Fees)

59 Reddicap Hill, Sutton Coldfield, West Midlands, B75 7BQ



Property Description:

A Freehold residential development site, comprising of a triangulated plot, fronting Reddicap Hill and extending to approximately 0.27 acres (1,082 sq m).

The site was formerly occupied by a Funeral Directors and benefits from planning consent for conversion of the former Funeral Directors building to a residential dwelling, and a separate planning consent for the erection of four new dwelling houses.

The property forms part of the popular and highly regarded town of Sutton Coldfield and Reddicap Hill leads via Coleshill Road to Sutton Coldfield Town Centre, being within approximately three quarters of a mile to the west.

Planning Information:

The property benefits from two planning consents. 1. Consent granted by Birmingham City Council dated 7th September 2021 (Ref. 2020/08173/PA) for change of use from a Funeral Directors premises to residential use with partial demolition and alterations.

This building is Locally Listed however this is under review and any update to the building status will be provided prior to the auction.

2. Planning consent was granted by Birmingham City Council on 13th September 2021 (Ref. 2020/08353/PA) for outline consent for the erection of 4 quantity residential dwellings.

Whilst the planning application was for outline consent, the plans accompanying the application comprised of four two-storey, two bedroom, semi detached dwelling houses with gross internal floor areas of approximately 90 sq m per dwelling, each benefitting from rear garden and off-road parking.

Consent to convert the existing building proposed a dwelling with Living Room, Dining Kitchen, Double Bedroom, Bathroom with wc and Office with gardens and off-road parking.

A copy of the planning consent and associated documents is available for inspection on Birmingham City Council's Website or from the Auctioneer's Website.

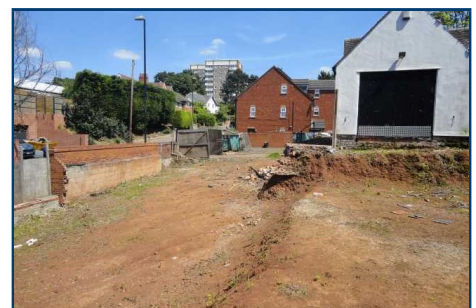
Legal Documents:

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.



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

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



Cottons
CHARTERED SURVEYORS

LOT 33

Freehold Vacant Mid Town House with Three Bedrooms

*Guide Price: £130,000 - £138,000 (+Fees)

14 Little Hill Way, Woodgate Valley, Birmingham, West Midlands, B32 3RZ



Property Description:

A mid-terraced Town House of brick outer construction, surmounted by a pitched interlocking tile clad roof, providing well laid out and presentable split level accommodation, which includes three bedrooms, garage and benefits from UPVC double glazed windows.

The property is set back behind a driveway and forms part of an established residential area known as Woodgate Valley.

Little Hill Way comprises of a cul-de-sac which leads off Stevens Avenue and, in turn, leads off Clapgate Lane.

Accommodation:

Ground Floor

Porch with Store, Entrance Hall, Integral Garage: 14.79 sq m.

First Floor

Stairs and Landing, Cloakroom with wc and wash basin, Lounge: 4.71m x 3.02m, Full Width Dining Kitchen: 4.87m x 3.22m, with extensive range of units and rear door to garden.

Second Floor

Stairs and Landing, Bedroom One: 3.88m x 2.94m with built in wardrobe, Bedroom Two: 3.01m x 2.10m with walk-in wardrobe, Bedroom Three: 2.71m x 3.12m, Bathroom: 2.65m x 1.83m with panel bath having shower over, pedestal wash basin and wc.

Outside:

Front: Foregarden and driveway, providing off-road parking.

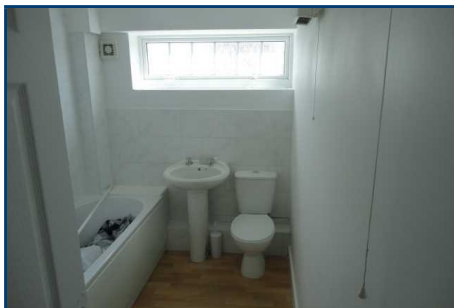
Rear: Paved patio, lawned garden, brick store with rear pedestrian access.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 34
Freehold Vacant Substantial Dwelling House with Two Flats

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

41 Tennyson Road, Small Heath, Birmingham, Birmingham, B10 0HA

Property Description:

A substantial residential dwelling house of traditional three storey brick construction with a pitched tile clad roof, providing extensive and well laid out accommodation which is in need of refurbishment and modernisation. The accommodation is currently arranged as two separate flats which are both registered separately for council tax (Band A) and would easily convert to a family dwelling house with three reception rooms and five bedrooms. (subject to planning).

The property forms part of a well regarded residential street, situated directly facing Small Heath Park and Tennyson Road leads directly off Coventry Road which provides direct access to a wide range of retail amenities and services contained within Small Heath Shopping Centre.

Accommodation:
Ground Floor

Entrance Hall

Flat 1: Reception Hall, Bedroom One: 3.96m x 3.91m, Bedroom Two: 4.25m x 3.34m,

Lobby with Cellar access, Store, Toilet with wc, Living Room: 3.94m x 3.10m, Kitchen: 3.11m x 2.44m.

First Floor

Flat 2: Stairs and Landing, Lounge: 5.31m x 3.93m, Bedroom One: 4.25m x 3.34m, Lobby, Toilet with wc, Bathroom with bath and wash basin, Kitchen: 3.05m x 2.9m.

Second Floor

Stairs and Landing, Bedroom Two: 5.42m x 4.04m, Bedroom Three: 3.16m x 3.37m.

Outside:

Front: Walled foregarden, pedestrian side access to rear.

Rear: Yard and long garden.

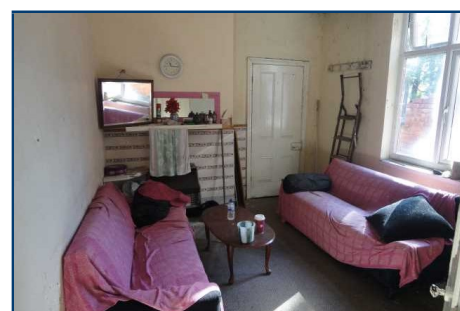
Legal Documents:

Available at www.cottons.co.uk

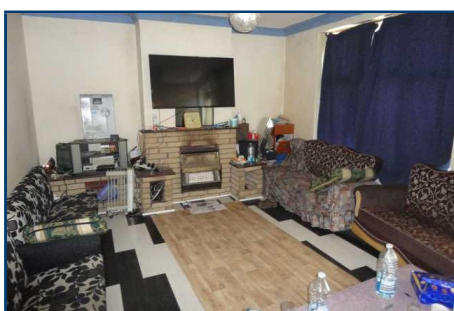
Council Tax: Flat 1 (Band A), Flat 2 (Band A)

Viewings: Via Cottons - 0121 247 2233

Note: Completion will be 8 weeks from exchange of contracts.



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



LOT 35

Freehold Vacant Single Storey Unit with Gated Drive *Guide Price: £95,000 - £105,000 (+Fees)

45A, Claremont Street, Cradley Heath, West Midlands B64 6HH

Property Description:

A freehold vacant single storey light industrial unit directly fronting the pavement. The property is accessed via a gated driveway leading to roller shuttered door and pedestrian entrance. The property benefits from having gas fired central heating. The property may be suitable for a variety of uses however all interested parties must satisfy themselves in full with Sandwell Metropolitan Borough Council regarding any proposals they may have. The property is located on Claremont Street close to the junction with Reddal Hill Road (A4100)

Accommodation:

Ground Floor

Open plan light industrial unit with WC extending to approximately 87.59m (943 sq.ft)

Outside: - Gated drive leading to pedestrian access and roller shuttered door

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

Viewings – Via Cottons – 0121 247 2233



Cottons

CHARTERED SURVEYORS



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

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



LOT 36**Freehold Vacant Mid-Terraced House with Two Bedrooms**

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

50 Lottie Road, Selly Oak, Birmingham, West Midlands, B29 6JZ**Property Description:**

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched slate clad roof and set back behind a walled foregarden. The property benefits from two bedrooms, part UPVC double glazed windows and pleasant rear garden but requires modernisation throughout. The property forms part of an established residential area, popular with investors and students and Lottie Road leads off Katie Road which leads via Oak Tree Lane off Bristol Road (A38). The property is conveniently within walking distance from local amenities at the Junction of Oak Tree Lane, Bristol Road, and Battery Retail Park and within a quarter of a mile from the main Selly Oak centre, containing a wide range of bars, restaurants and shops and within less than one mile from the University of Birmingham.

Accommodation:**Ground Floor**

Lounge: 3.68m x 3.63m, Rear Reception Room: 3.66m x 3.63m with store cupboard, Kitchen: 2.47m x 2.1m.

First Floor

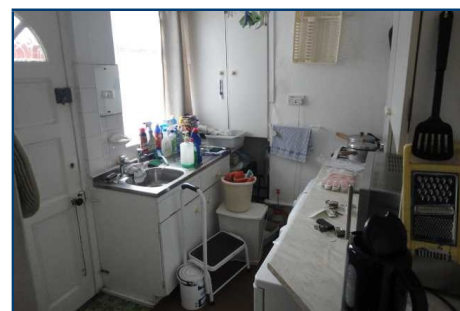
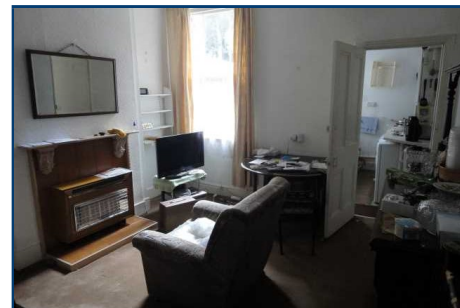
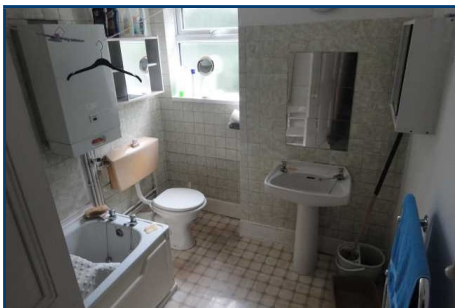
Stairs and Landing, Bedroom One (Double): 3.69m x 3.65m, Bedroom Two (Double): 3.69m x 2.69m, Bathroom: 2.5m x 2.14m with panel bath having shower over, pedestal wash basin and wc.

Outside:**Front Walled foregarden.:**

Rear: Brick paved yard, brick stores, pedestrian right of way and garden.

Legal Documents: At www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 37

Freehold Vacant Prominent Black Country Former Public House *Guide Price: £220,000 - £240,000 (+Fees)

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



Property Description:

An opportunity to purchase a former Black Country Public House, prominently located at the junction of Dudley Road (A4037) and High Street (B4517) and requiring refurbishment throughout.

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

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

Planning

The property is long established as a public house however may be suitable for a variety of alternative uses and all interested parties should contact the local planning department at Dudley Council prior to bidding, to discuss their proposals.

Accommodation:

Ground Floor

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

First Floor

Internal Stairs to Living Accommodation, Large Landing in three sections, Lounge, Bedroom One, Bedroom Two, Bedroom Three (subdivided into two separate rooms), Dining Kitchen, Bathroom with bath having shower over, wash basin and wc.

Outside:

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

Gross Internal Area:

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

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

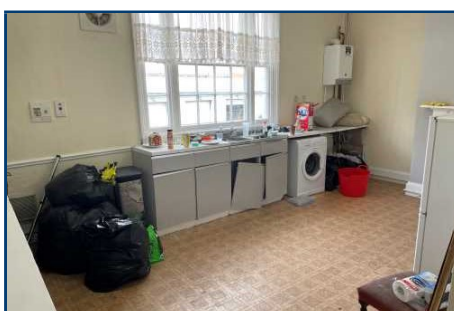
Cellar: 75.78 sq m (815 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 38
Freehold Public House Investment in High Street Location

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

The Red Lion 33 High Street, Brierley Hill, DY5 3HX

Property Description:

Attractive Freehold Public House Investment of two-storey traditional brick construction, surmounted by a pitched tile clad roof, located to the southern section of High Street and situated between Mecca Bingo and JD Gyms.

The property provides well laid out accommodation with Ground Floor Public House and First Floor Flat/Living Accommodation.

Brierley Hill contains a wide range of retail amenities and services, serving the surrounding residential catchment area.

Tenancy Information:

The property is currently let on an Tenancy At Will at a rental of £500 per week (£26,000 per annum).

Accommodation:
Ground Floor

Bar/Public Area, Male and Female Toilets, Utility Room, Access to Cellar.

First Floor

Private side access to Flat Accommodation. Stairs and Landing with Store Cupboard, Lounge, Two Bedroom, Bathroom with bath, wash basin and wc.

Outside:

Paved Yard/Beer Garden and stores.

Gross Internal Area:

Ground Floor: 110.68 sq m (1,191 sq ft)

First Floor: 92.12 sq m (991 sq ft)

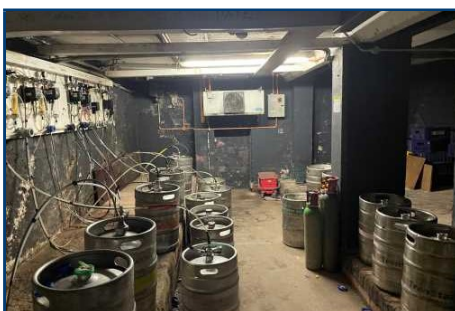
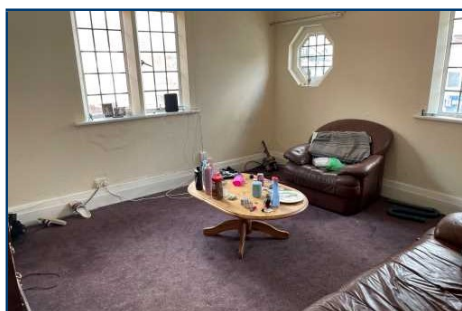
Cellar: 76.36 sq m (821 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 39

Leasehold (110 years Unexpired) Vacant Ground Floor Flat *Guide Price: £70,000 - £77,000 (+Fees)

Flat 8, 48 Handsworth Wood Road, Birmingham, West Midlands B20 2DT

Property Description:

A generous ground floor flat forming part of a substantial converted house of traditional brick construction with pitched tile clad roof, set back from Handsworth Wood Road behind a paved forecourt which provides Residents car parking.

The property benefits from generous well laid out accommodation benefitting from UPVC double glazed windows, electric heating and we are advised that new carpets will be fitted throughout prior to the Auction.

Accommodation:

Ground Floor

Pedestrian side access to rear entrance, Lobby, Kitchen: 2.34m x 4.29m,

Shower Room with glazed shower enclosure, wash basin and wc, Large Lounge: 7.49m x 4.19m, Large Double Bedroom: 6.20m x 3.05m (max.).

Outside:

Front: Forecourt providing communal off-road parking.

Rear: Communal lawned garden.

Leasehold Information:

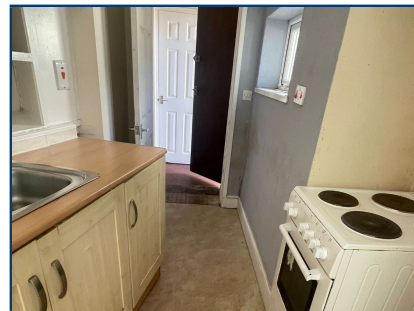
Lease Term: 125 years from 31st January 2008.

Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

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

In addition an Administration fee of £1,250 (inclusive of VAT) is 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). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

In Room Auction Deposits may be paid by the following methods:

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

The Deposit and Auction Administration Fee must be paid before leaving the auction room.

Online, Telephone & Proxy Bidding Deposits:

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. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

If you need any help please contact the Auction Team

Tel 0121 247 2233

LOT 40

Long Leasehold (New 999 Year Lease) - Takeaway Investment

*Guide Price: £65,000 - £75,000 (+Fees)

31 Tower View Road, Great Wyrley, Walsall, West Midlands WS6 6HF

Property Description:

A Ground Floor Takeaway Premises forming part of a two-storey neighbourhood retail parade, set back behind a communal lawn area and located on Tower View Road.

The property is accessed at the front by way of a pedestrian walkway and from the rear by way of a communal service yard.

Tower View Road forms part of an established residential area and is located off Holly Lane which, in turn, is located off Walsall Road (A34) and provides direct access to Walsall Town Centre, being within approximately five miles to the south.

Tenancy Information:

The property is let, trading as Bombai Kitchen, on a lease for a term of 15 years from 27 June 2014 at a rental of £5,400 per annum, subject to two yearly rent reviews.

Accommodation:

The accommodation has not been inspected internally by the Auctioneers and all information is obtained from the Valuation Office Agency (VOA) Website.

Ground Floor

Retail Area: 36 sq m (387 sq ft) with aluminium shop front, Served, Customer Waiting Area and Kitchen, Internal Storage: 12.6 sq m (135 sq ft).

Leasehold Information:

The property is to be sold with a new 999 year lease.

Ground Rent: One Peppercorn.

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



VIEWINGS

Vacant Properties

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.

Investment Properties

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.

Viewing Guidelines

- Please arrive promptly for your appointment.
- On Arrival we shall require your name and telephone number and you will be unable to view if this information is not provided.
- You will be responsible for providing your own PPE if required.
- Where possible, we have included on our website internal photos and video tour for each property to assist you.
- Please be aware that many auction properties are often in disrepair and unsafe condition and all persons viewing any property must do so with the extreme caution and entirely at their own risk. By attending a viewing, you accept that neither the Seller nor the Auctioneer accept any liability for harm caused whilst viewing a property.
- 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 thank you in advance for your co-operation.

Cottons
CHARTERED SURVEYORS

LOT 41

Freehold Vacant End Terraced House with 3 Bedrooms and Garage
*Guide Price: £115,000 - £125,000 (+Fees)

388 Bellhouse Road, Firth Park, Sheffield, South Yorkshire S5 0RE

Property Description:

A traditional end terraced house of rendered brick construction, surmounted by a pitched slate clad roof, having three good sized bedrooms and offered for sale in a generally presentable condition, benefitting from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and driveway leading to garage and providing off-road parking.

Bellhouse Road (B6086) contains a variety of retail shops and amenities which are within approximately three quarters of a mile distance at its junction with Firth Park Road.

The property is conveniently situated approximately three miles to the north of Sheffield City Centre and two miles to the west of the M1 Motorway (Junction 34).

Accommodation:

Ground Floor

Lounge, Inner Hallway, Dining Room, Kitchen with a range of modern units.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Small Double), Bathroom with modern suite comprising panel bath, pedestal wash basin and wc.

Second Floor: Stairs to Loft Bedroom.

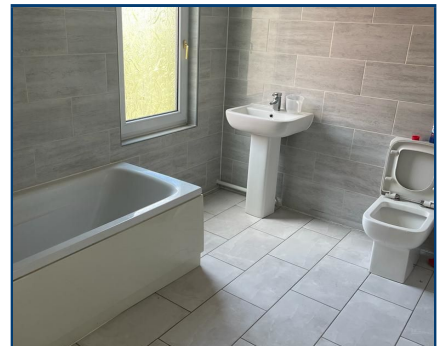
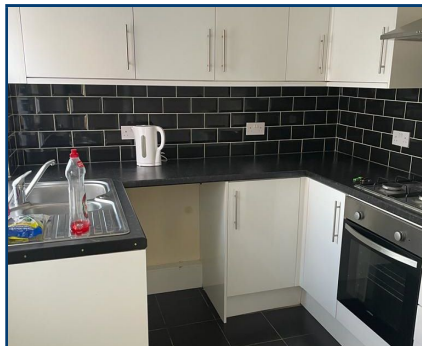
Outside:

Front: Walled foregarden, full length driveway leading to rear.

Rear: Freestanding garage and garden.

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

Viewings: Viewings - 0121 247 2233



Residential Lettings
LANDLORDS
IS YOUR PROPERTY EMPTY???

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

We are able to offer

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

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

Call now for your free market appraisal

0121 247 2299

LOT 42
Freehold Vacant Mid Terraced House with Two Bedrooms

*Guide Price: £90,000 - £95,000 (+Fees)

By Instruction of Black Country Housing Group
22 Spring Street, Lye, Stourbridge, West Midlands, DY9 7EL
Property Description:

A mid terraced house of two-storey brick construction surmounted by a pitched tile clad roof, benefitting from gas-fired central heating and double glazed windows.

The property is situated in a no through road which terminates at a pedestrian walkway and provides access to Stephen's Park, providing valuable amenity.

Spring Street leads via Green Road off Pedmore Road (A4036), conveniently within approximately a third of a mile to the south of Lye Town Centre and one and a half miles to the east of Stourbridge Town Centre.

Accommodation:
Ground Floor

Lounge: 3.97m x 3.59m, Rear Reception Room: 3.63m (max.) x 2.74m, Kitchen: 3.54m x 2.09m (max.), Inner Hall, Bathroom: 2.09m x 1.96m with panel bath having shower over, wash basin and wc.

First Floor

Stairs & Landing with storage recess, Bedroom One (Double): 3.66m x 3.00m, Bedroom Two (Single): 2.76m x 2.53m.

Outside:

Rear: Paved Yard/Patio, Brick Store, Shared right of way and lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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

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

LOT 43

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £165,000 - £180,000 (+Fees)

440 Barrows Lane, Sheldon, Birmingham, West Midlands, B26 1QL



Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a hipped tile clad roof, set back from the road behind a gravelled forecourt providing off-road car parking and benefitting from UPVC double glazed windows, gas fired central heating and extremely long rear garden with wooden garage accessed from a shared vehicular right of way.

Barrows Lane forms part of an established residential area and is situated off Brays Road which, in turn, leads off Coventry Road (A45), providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Porch, Reception Hall, Lounge: 3.40m x 3.09m, Dining Kitchen: 3.37m x 3.07m plus 2.37m x 1.78m, covered rear yard, having pedestrian side access, utility cupboard and toilet with wc. **First Floor** Stairs and Landing, Bedroom One (Double): 3.4m x 3.12m, Bedroom Two (Double): 3.35m x 3.12m,

Bedroom Three (Single): 2.32m x 1.65m, Bathroom: 2.22m x 1.62m with panel bath having shower over, pedestal wash basin and wc.

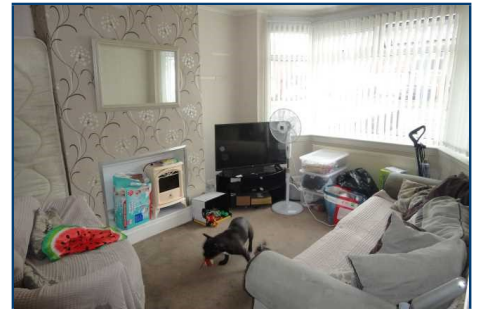
Outside:

Front: Forecourt providing off-road car parking.

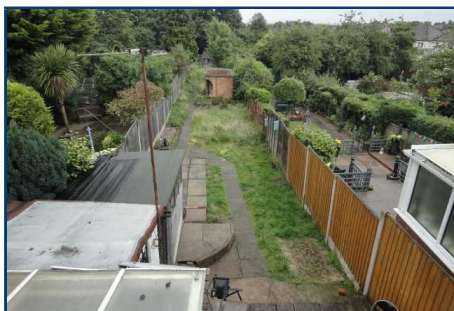
Rear: Yard and long garden with brick store (former air raid shelter) and dilapidated wooden garage with access to a shared rear right of way.

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 44**Freehold Vacant Three Bedroom Detached Bungalow (0.26 Acres).**

*Guide Price: £220,000 - £240,000 (+Fees)

3 Warrens Croft, Walsall, West Midlands, WS5 3JX**Property Description:**

A substantial three double bedroom detached bungalow of brick construction surmounted by tiled roof set back from the road behind a driveway and occupying a plot size of approximately 0.26 acres (1,037 mtr.sq).

The property benefits from having UPVC double glazing, gas fired central heating, two garages and substantial accommodation. The property has been extended to the rear to provide an additional dining room. The property does however require some modernisation and improvement.

We are informed by the owners that there has been a leak to the master bedroom, the roof has been repaired, but the refurbishment works to the bedroom has not been completed. Warrens Croft is located in a sought after and established residential area of Walsall and can be found off Park Road which in turn is found off both Bell Road and Skip Lane.

NO OFFERS WILL BE ACCEPTED PRIOR TO AUCTION

Accommodation:**Ground Floor**

Porch, Entrance Hallway, Lounge: (8.51 x 3.96m), Dining Room: (3.86 x 3.98m), Kitchen: (3.02 x 5.87m), Rear Veranda: (2.11 x 7.15m), Bathroom with panelled bath with shower over, wash basin and WC: (1.80 x 2.38m), Bedroom 1 (3.64 x 4.69m) with en-suite shower room with shower cubicle, wash basin and WC: (1.83 x 1.82m), Bedroom 2: (4.78 x 4.15m), Study: 2.97 x 3.05m, Rear Hallway: (2.91 x 2.13m), Rear Entrance Hall: (2.16 x 4.01m), Utility Room: (3.54 x 2.41m), Bedroom 3: (3.60 x 3.55m)

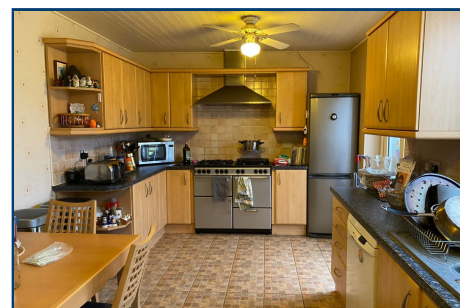
Outside:

Front: Fore Garden and driveway allowing access to garage and separate detached garage to the other side of the property

Rear: Paved garden and decking areas

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



Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

WEDNESDAY 14 SEPTEMBER 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.**

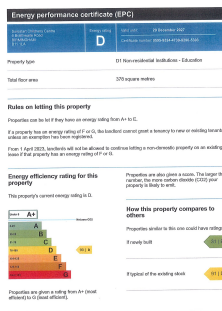
CLOSING DATE FOR ENTRIES:

FRIDAY 19 AUGUST 2022

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

Energy Performance Certificate

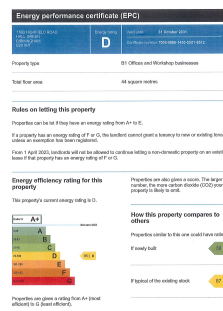
The EPC was commissioned on 4th July 2022. This will be added to the Legal Pack and available on our website.



LOT 7

Energy Performance Certificate

The EPC was commissioned on 29th June 2022. This will be added to the Legal Pack and available on our website.



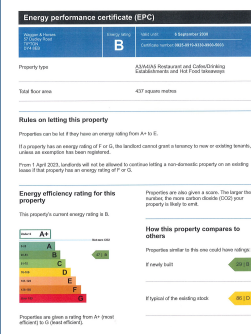
LOT 10

LOT 13

LOT 27

Energy Performance Certificate

The EPC was commissioned on 4th July 2022. This will be added to the Legal Pack and available on our website.



Energy Performance Certificate

The EPC was commissioned on 4th July 2022. This will be added to the Legal Pack and available on our website.

Energy Performance Certificate

The EPC was commissioned on 4th July 2022. This will be added to the Legal Pack and available on our website.

LOT 37

LOT 38

LOT 40



Bored with playing games.....

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








In association with
Cottons
 CHARTERED SURVEYORS



Pi-Property Insurance

SPECIALIST INSURANCE FOR PROPERTY PEOPLE

The Complete Insurance Solution for your Property Portfolio

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

*subject to certain underwriting criteria

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

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

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



Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** 69.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

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

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

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

G2.2 The deposit

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

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

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

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

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

G3. Between contract and completion

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

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

(b) pay the premiums when due;

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

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

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

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

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

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

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

G9.5 The **buyer** must:

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

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

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

G10. Interest and apportionments

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

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

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

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

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

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period 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.

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

THINKING OF SELLING YOUR PROPERTY?



HOUSES



SHOPS

WE HAVE BUILT OUR REPUTATION
OVER THE LAST 20 YEARS BY
OFFERING A PROFESSIONAL,
EFFICIENT AND
TRANSPARENT AUCTION SERVICE,
BASED ON THE TRADITIONAL CORE
VALUES OF SELLING GENUINE
PROPERTY, FOR
STRAIGHTFORWARD SELLERS, AT
REALISTIC GUIDE PRICES, WITH FAIR
& ETHICAL RESERVES.

WHY SETTLE FOR
ANYTHING LESS?



FLATS



DEVELOPMENT
LAND



FREEHOLD
GROUND RENTS



INDUSTRIAL

WE REQUIRE ALL TYPES OF PROPERTIES
FOR OUR FORTHCOMING AUCTIONS

**AUCTION VENUE:
AVERY FIELDS SPORTS &
EVENTS VENUE
79 SANDON ROAD
EDGBASTON
BIRMINGHAM B17 8DT**



Auction Department

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

t 0121 247 2233
auctions@cottons.co.uk
www.cottons.co.uk

Regulated by RICS



RICS



arla | propertymark
PROTECTED

naea | propertymark
PROTECTED

nava | propertymark
PROTECTED

