



**Cottons**  
CHARTERED SURVEYORS

# AUCTION CATALOGUE

Wednesday **14th September** 2022: 1pm

Our Live Auction will be held at:

**Avery Fields, 79 Sandon Road,  
Edgbaston, Birmingham B17 8DT**

and broadcast Live Online with bidding in  
Room and by Telephone, Proxy and Internet

0121 247 2233 | [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)  
**[www.cottons.co.uk](http://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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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](http://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.

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 £1250 (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/](http://www.cottons.co.uk/contact/) if you require any clarification upon how we hold data.

## 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.

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 39 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 Solicitors, Joint Property Agents, Companies and Private Clients.

## Order of sale

LOT	ADDRESS	TENURE
1	40 Ridgmont Croft, Quinton, Birmingham, B32 2PT	Freehold Vacant Residential
2	88 Long Lane, Halesowen, West Midlands, B62 9DJ	Freehold Vacant Commercial
3	206 Arley Road, Salfley, Birmingham, B8 1QS	Freehold Vacant Residential
4	29 Bloxwich Road North, Willenhall, West Midlands, WV12 5PG	Freehold Vacant Residential
5	Land Along Chairman's Walk, Walney, Barrow-in-furness, Cumbria, LA14 3QX	Freehold Land
6	Land To The North West Of Curborough Road, Lichfield, WS13 7NG	Freehold Land
7	Land On The North East Side Of Dimbles Lane, Lichfield, WS13 7JU	Freehold Land
8	Land At Orchard Close, Coleshill, Birmingham, B46 1BD	Freehold Land
9	42 Dereham Walk, Bilston, West Midlands, WV14 8PR	Leasehold Vacant Residential
10	Flat 1, Pennycroft House, 30 Rattle Croft, Birmingham, B33 8EE	Leasehold Residential Investment
11	Flat 6 Chiltern Court, Hill Village Road, Sutton Coldfield, B75 5JD	Leasehold Vacant Residential
12	The Red Lion, 33 High Street, Brierley Hill, DY5 3AU	Freehold Public House Investment
13	34 Market Street, Hednesford, Cannock, Staffordshire, WS12 1AF	Freehold Commercial Investment
14	93 Newbury Lane, Oldbury, West Midlands, B69 1HE	Freehold Vacant Commercial
15	40 Nicholls Street, West Bromwich, West Midlands, B70 6HN	Freehold Residential Investment
16	179 Mary Street, Balsall Heath, Birmingham, B12 9RN	Freehold Vacant Care Home
17	436 Gillott Road, Edgbaston, Birmingham, B16 9LP	Freehold Residential Investment
18	Land To North Of Greenacres, Wetheral, Carlisle, CA4 8LD	Freehold Land
19	178, 182 & 184 Greenacres, Wetheral, Carlisle, CA4 8LU	Freehold Land
20	91 Albion Street, Birmingham, B1 3AA	Freehold Vacant Office Premises
21	122 South Road, Erdington, Birmingham, B23 6EL	Freehold Residential Investment
22	92 Peel Way, Tividale, Oldbury, West Midlands, B69 3JY	Leasehold Vacant Residential
23	136 Uplands Road, Handsworth, Birmingham, B21 8BS	Freehold Vacant Residential
24	20 Springfield Road, Wolverhampton, WV10 0LJ	Freehold Residential Investment
25	Land North Side Of Stourbridge Road, Dudley, DY1 2DJ	Freehold Land/Roadways
26	Land To The North Of Grange Road, Erdington, Birmingham, B24 0AH	Freehold Land/Roadways
27	Land At Mimosa Walk, Kingswinford, West Midlands, DY6 7EA	Freehold Land/Roadways/Garage Yard
28	Land At Brooklands Drive, Birmingham, B14 6EJ	Freehold Land/Roadways
29	4 Northfield Road, Kings Norton, Birmingham, B30 1JH	Freehold Vacant Residential
30	201, Station Road, Kings Heath, Birmingham, B14 7TB	Freehold Residential Investment
31	Woodland And Lakes At Dimmingsdale Alton, Staffordshire, ST10 4BU	Freehold Woodland & Lakes
32	136 - 138 Washwood Heath Road, Birmingham, B8 1RF	Freehold Vacant Residential
33	Home Farm, Old School Lane, Lighthorne, Warwick, CV35 0AU	Freehold Vacant Farmhouse
34	54 Shilton Lane, Coventry, CV2 2AB	Freehold Development Land
35	54 Moor End Lane, Erdington, Birmingham, B24 9DJ	Freehold Vacant Residential
36	Land Rear Of 198 - 312 Alvechurch Road, West Heath, Birmingham, B31 3PS	Freehold Land
37	Garage 33, Daywell Rise & Lnd Aj To 25&27 Cambrian Lane, Rugeley, WS15 2XH	Freehold Lock-up Garage
38	Land To The South Of Heronswood Road, Rednal, Birmingham, B45 8QS	Freehold Land
39	2 The Templars, Oldbury, West Midlands, B69 1EU	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 £8,250 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 fasttrack 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 6 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 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.**

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 6 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 on:  
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](mailto: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](http://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](http://www.cottons.co.uk) or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

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

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

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

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

# Cottons

CHARTERED SURVEYORS

**WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION**

**WEDNESDAY 26 OCTOBER 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 30 SEPTEMBER 2022**

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



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

### **AUCTION ADMINISTRATION FEE**

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

### **ADDITIONAL FEES / COSTS / CHARGES**

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

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



## 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



## LOT 1

### Freehold Vacant End Terraced House with Three Bedrooms

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

#### 40 Ridgmont Croft, Quinton, Birmingham, West Midlands B32 2PT

##### Property Description:

A two storey end terraced house surmounted by a pitched interlocking tile clad roof located fronting Ridgmont Croft at the junction with Amersham Close and forming part of an established residential area, which leads directly off West Boulevard (B4121) and which in turn leads off Hagley Road West (A456). The property provides well laid out accommodation benefitting from three bedrooms, UPVC double glazed windows and gas fired central heating, but requires completed modernisation and refurbishment throughout.

##### Accommodation:

###### Ground Floor

Reception Hall, Lounge: 4.62m x 4.11m, Dining Room: 2.94m x 2.46m, Kitchen: 2.98m x 2.81m.

###### First Floor

Stairs and Landing, Bedroom One (Double): 4.2m x 3.17m, Bedroom Two (Single): 2.76m x 2.62m maximum, Bedroom Three (Double): 3.48m x 2.9m, Bathroom: 2.46m x 1.64m with bath, wash basin WC.

**Outside:** Front: Lawned foregarden.

**Outside:** Rear: Patio and garden.

##### Legal Documents:

Available at [www.cottons.co.uk](http://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](http://www.eigroup.co.uk) 0870 112 30 40



## LOT 2

### Freehold Vacant Mid-terraced Property (Former Hairdressers)

\*Guide Price: £80,000 - £90,000 (+Fees)

#### 88 Long Lane, Halesowen, West Midlands, B62 9DJ

##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small paved foregarden.

The property has previously been used as a hairdressers. The property benefits from having part UPVC double glazing. The property may be suitable for a variety of uses including the potential to convert back to residential usage subject to obtaining the correct planning from Dudley Metropolitan Borough Council.

The property is located on Long Lane in between the junctions of Southwick Road and Belgrave Road.

##### Ground Floor

Entrance Porch, Salon Area: (9.26 x 3.58m), Inner Lobby, WC (Male & Female), Kitchen: (3.01 x 2.82m), Utility Room 1 (1.56 x 0.91m), Utility Room 2 (2.77 x 5.33m), Stairs,

##### First Floor

Room 1: (3.18 x 3.65m), Room 2: (3.64 x 3.62m), Room 3: (3.68 x 1.33m) with stairwell to Loft Room (4.31 x 3.20m).

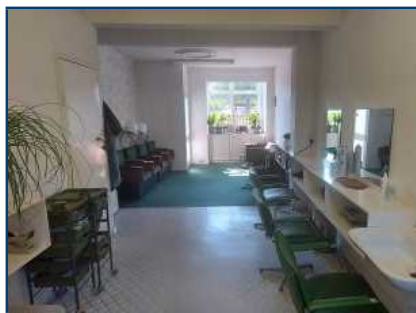
##### Outside:

**Front:** Small paved foregarden

**Rear:** Garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



## LOT 3

### Freehold Vacant End Terraced House

\*Guide Price: £80,000 - £90,000 (+Fees)

#### 206 Arley Road, Saltley, Birmingham, West Midlands B8 1QS

##### Property Description:

An end terraced property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having part double glazed windows however does require modernisation and improvement. Arley Road is located off Washwood Heath Road close to the junctions with both Hutton Road and Phillimore Road.

##### Accommodation:

##### Ground Floor

Entrance Porch, Lounge: (4.01 x 3.41m), Dining Room: (3.35 x 3.42m), Kitchen: (2.72 x 1.83m), Store Room: (0.86 x 1.59m), Stairs

##### First Floor

Bedroom 1: (3.36 x 3.41m), Bedroom 2: (3.40 x 2.41m), Bathroom: (2.72 x 1.83m), having panelled bath, wash basin and WC

##### Outside:

**Front:** Walled foregarden

**Rear:** Paved yard and access to garage

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233





## LOT 4

### Freehold Vacant Detached House With Three Bedrooms

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

#### 29 Bloxwich Road North, Willenhall, West Midlands WV12 5PG

##### Property Description:

A two storey detached dwelling house, surmounted by a pitched tile clad roof set back from the road behind a block paved forecourt, which provides off road carparking and benefitting from three bedrooms, garage, uPVC double glazed windows and gas fired central heating. The property forms part of a predominately residential area and is situated South of the junction with Church Road. The property is conveniently within approximately 1 mile from Willenhall Town Centre, 1 mile from the M6 Motorway (Junction 10) and 2 miles from Walsall Town Centre.

##### Accommodation:

###### Ground Floor

Porch, Reception Hall, Cloakroom with WC, Lounge (4.68m x 3.02m), Dining Area (2.62m x 5m approx), Kitchen (4.04m x 2.60m), Separate Dining Room (3.75m x 1.83m), Integral Garage (5.22m x 3.03m)

###### First Floor

Stairs and Landing, Bedroom One (4.94m x 3.01m), Bedroom Two (4.43m x 3.02m), Bedroom Three (3.17m x 1.85m), Bathroom with bath, glazed shower enclosure, pedestal wash hand basin and WC.

Front: Block paved forecourt providing off road car parking. Rear: Patio and lawned garden.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings: Via Cottons - 0121 247 2233



## LOT 5

### 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:

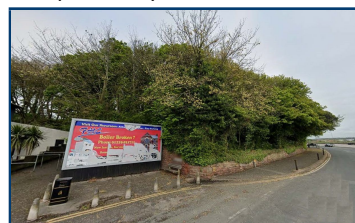
Two parcels of Freehold land, irregular in shape, extending to a total area of approximately 0.198 Acres (801 sq m) and situated to either side of the Chairman's Walk, a pedestrian walkway which leads directly off The Promenade, adjacent to The Ferry Public House and continues to houses located on French 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](http://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 6

**Freehold Land/Roadways**  
 \*Guide Price: £300 - £500 (+Fees)

### Land to the North West of, Curborough Road, Lichfield, Staffordshire WS13 7NG

**Property Description:**

A parcel of Freehold Land comprising of roadways, paths and verge areas located on a modern housing estate which leads off Curborough Road.

**Note 1:** The postcode is provided for identification purposes only.

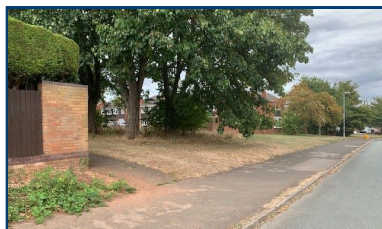
**Note 2:** The land/roadways are subject to established third party rights of way.

The land is identified by the Land Registry Title Plan No: SF69630 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only



GENERAL VIEW OF LAND/ROADWAYS



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

## LOT 7

**Freehold Land/Roadways**  
 \*Guide Price: £300 - £500 (+Fees)

### Land on the North East Side of, Dimbles Lane, Lichfield, Staffordshire WS13 7JU

**Property Description:**

A parcel of Freehold Land comprising of roadways and paths, located on Giles Road which serves a range of modern housing and leads off Dimbles Lane.

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.

The land is identified by the Land Registry Title Plan No: SF85173 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only



GENERAL VIEW OF LAND/ROADWAYS



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

## LOT 8

**Freehold Land/Roadways**  
 \*Guide Price: £300 - £500 (+Fees)

### Land at, Orchard Close, Coleshill, Birmingham, West Midlands B46 1BD

**Property Description:**

A parcel of Freehold Land comprising of roadways, paths and lock up garage yard, located on Orchard Close which serves a range of modern housing and leads directly off High Street (B4117).

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.

The land is identified by the Land Registry Title Plan No: WK305991 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only



GENERAL VIEW OF LAND/ROADWAYS



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



## LOT 9

### Leasehold Vacant Two Bedroom Maisonette

\*Guide Price: £62,000 - £68,000 (+Fees)

#### 42 Dereham Walk, Bilston, West Midlands WV14 8PR

##### Property Description:

A first floor two bedroom maisonette situated in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind lawned garden. The property benefits from having its own private access, UPVC double glazing and gas fired central heating. Dereham Walk is located off both Hill Street and Wesley Street.

##### Accommodation:

###### Ground Floor

Entrance Hallway, Stairs

###### First Floor

Hallway, Lounge: (4.21 x 3.23m), Kitchen: (3.82 x 1.80m), Bedroom 1: (4.07 x 3.02m), Bedroom 2: (2.82 x 2.43m),

Bathroom: (1.76 x 1.94m) having panelled bath with shower over, wash basin and WC.

##### Outside:

Front: Lawned gardens

##### Leasehold Information:

Term: 125 years from 20 January 1992

Rent: £10

Service Charge: Refer to Legal Pack

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 10

### Leasehold Residential Investment (Producing £7,200 per annum)

\*Guide Price: £55,000 - £60,000 (+Fees)

#### Flat 1 Pennycroft House, Rattle Croft, Stechford, Birmingham, West Midlands B33 8EE

##### Property Description:

A one bedroom flat situated on the ground floor of a substantial purpose built block. The property benefits from having as fired central heating. Rattlecroft is located off Manor Road which in turn is found off Station Road (A4040) and is approximately within a quarter of a mile from Stechford Retail Park and approximately within one mile distance from Birmingham Heartland Hospital. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a total rental income of £600 pcm (£7,200 per annum)

##### Accommodation:

###### Ground Floor

Communal Entrance Hall with secure door entry system, Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, wash basin and WC.

##### Outside:

Communal Gardens and Parking

##### Leasehold Information;

Term: 125 years from 12th September 1983

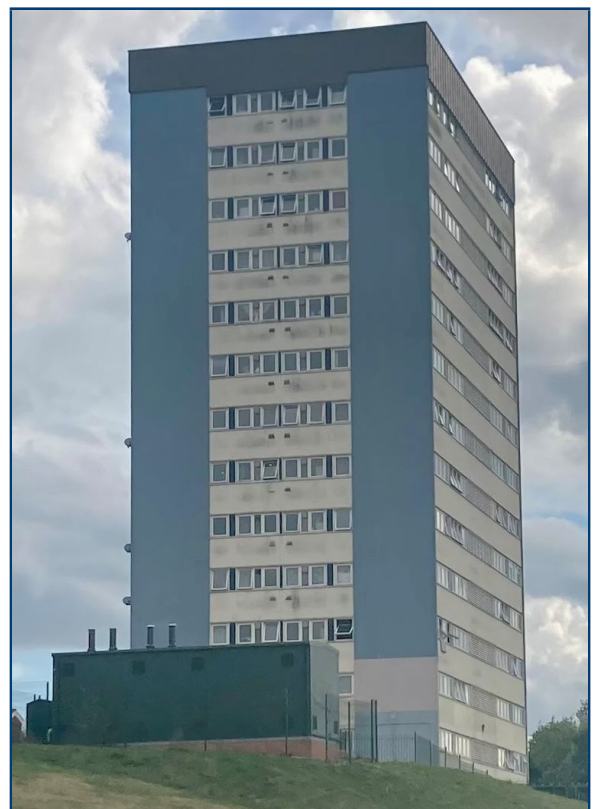
Ground Rent: £10 per annum

Service Charge: Refer to Legal Pack

##### Legal Documents – Available at

[www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



**LOT 11**
**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

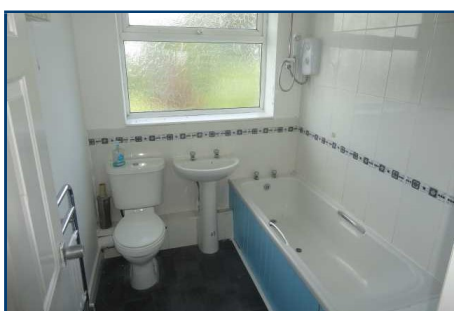
**Service Charge:** Refer to Legal Pack.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 12

### Freehold Public House Investment in High Street Location \*Guide Price: £160,000 - £175,000 (+Fees)

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



#### 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)

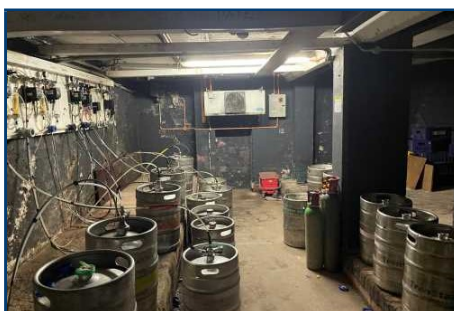
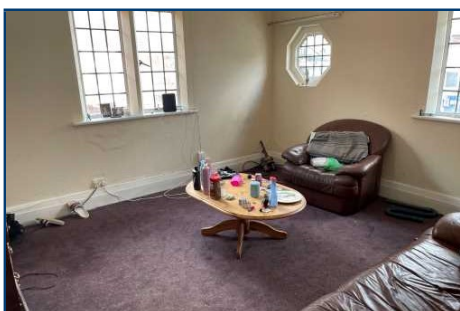
Cellar: 76.36 sq m (821 sq ft)

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons - 0121 247 2233





**LOT 13**
**Freehold Town Centre Investment - Hair Salon and Flat - Rent: £12,300 p.a.**  
 \*Guide Price: £120,000 - £130,000 (+Fees)

**34 Market Street, Hednesford, Cannock, Staffordshire, WS12 1AF**

**Property Description:**

A mid-terraced investment property of two storey brick construction, surmounted by a pitched tile clad roof and located within Hednesford Town Centre which contains a wide range of retail amenities and services along with two shopping parks which include a Tesco and Lidl Supermarket. The property is situated directly fronting Market Street and benefits from rear vehicular access which provides off road carparking.

Hednesford Town is served by the A460 Rugeley Road which provides direct access to the A5 Watling Street and which in turns leads to the M6 Motorway. The Town Centre is located on the edge of Cannock Chase and area of outstanding natural beauty providing valuable amenity.

**Tenancy Information**

**Ground Floor:** Hair Salon - Let on a lease trading as Wedgies Hair Salon for a term of 5 years from 10th May 2020 at a rent of £7,500 per annum. The tenant operates a long established Hairdressing Business and has been in occupation for 17 years.

**First Floor** Flat Above 34 Market Street - Let on an Assured Shorthold Tenancy Agreement for a term of 12 months from 26th August 2022 at a rental of £400 per calendar month (£4,800 per annum).

**Total Rental Income:** £12,300 per annum.

**Accommodation:**
**Ground Floor**

**Hair Salon:** 37.28 sqm (401 sq.ft), Staff Room 11.4 sqm (122 sq.ft), with Toilet/WC.

**Flat Over 34 Market Street:**

**Ground Floor Rear:** Entrance Hall.

**First Floor:** Stairs and Landing, Lounge (4.47m x 4.28m), Internal Bedroom (2.24m x 2.57m), Kitchen (1.93m x 2.21m), Shower Room with shower, wash basin, WC.

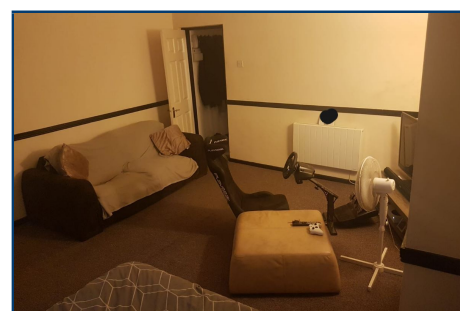
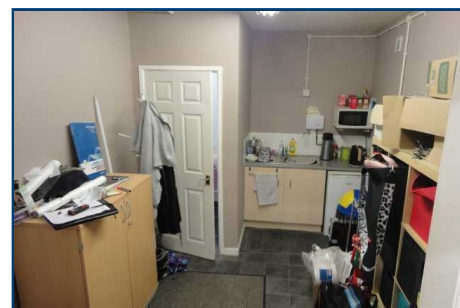
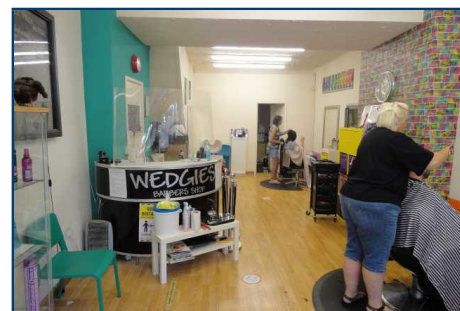
**Outside Rear:** Right of way to yard area and car parking.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





**LOT 14**

**Freehold Vacant Single Storey Commercial Unit**  
\*Guide Price: £44,000 - £48,000 (+Fees)

**93 Newbury Lane, Oldbury, West Midlands B69 1HE**

**Property Description:**

A single storey commercial unit of brick constructions surmounted by a tile roof set back from the road behind a tarmacadam covered forecourt allowing for off road parking.

The property has previously been used as a Hairdressers for in excess of 20 years and benefits from having UPVC double glazing and secure roller shutter.

The property is located on Newbury Lane adjacent to the junction of Ruby Drive.

**Accommodation:**

**Ground Floor:**

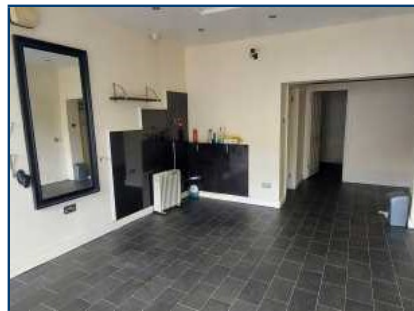
Salon Area extending to approximately 27 sq.m (291 sq.ft), Kitchen 4.3 sq.m (45 sq.ft), Toilets 4 sq.m (43 sq.ft)

**Outside:**

**Front:** Tarmacadam forecourt allowing for off road parking.

**Legal Documents:-** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:-** Via Cottons - 0121 247 2233



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**LOT 15**
**Freehold Investment Property (7 Bed HMO £33,620 per annum)**

\*Guide Price: £210,000 - £230,000 (+Fees)

**40 Nicholls Street, West Bromwich, West Midlands, B70 6HN**

**Property Description:**

A three storey mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide a seven bedroom licensed HMO (House of Multiple Occupancy). Two of the seven living units have their own kitchenette and shower room. The property benefits from having UPVC double glazing and electric heating. Nicholls Street is located off Overend Street and Beeches Road and the property is within approximately a quarter of a miles distance from West Bromwich Town Centre which provides a wide range of shops and amenities. The property is fully let and currently produces an annual rental income of £33,620 per annum. A Schedule of Tenancies are detailed below.

**Schedule of Tenancies**

Room 1 : £390 pcm (£4,680 per annum)  
 Room 2: £400 pcm (£4,800 per annum)  
 Room 3: £425 pcm (£5,100 per annum)  
 Room 4: £425 pcm (£5,100 per annum)  
 Room 5: £70 per week (£3,640 per annum)  
 Room 6: £100 per week (£5,200 per annum)  
 Room 7: £425 pcm (£5,100 per annum)  
**Total Rental: £33,620 per annum**

**Accommodation**
**Ground Floor**

Communal Entrance

**Room 1:** (4.80 x 3.65m),

**Room 2:** (3.91 x 3.01m),

Communal Kitchen: (3.65 x 2.72m),

Communal Shower Room and WC,

**Room 3::** Bedroom/Lounge: (4.31 x 2.81m),  
 Kitchen: (2.40 x 1.83m), Shower Room: (2.39 x 0.82m),  
 Stairs

**First Floor**

**Room 4:** (4.45 x 2.73m), Shower Room: (1.85 x 1.76m),

**Room 5:** (3.93 x 3.04m),

**Room 6:** (3.95 x 3.63m),

Stairs

**Second Floor**

**Room 7:** Lounge/Bedroom: (4.37 x 4.45m),  
 Kitchen: (2.19 x 1.57m), Shower Room with shower cubicle, WC and washbasin: (0.76 x 1.50m)

**Outside:**

**Front:** Walled foregarden

**Rear:** Garden

**Legal Documents:**

 Available at [www.cottons.co.uk](http://www.cottons.co.uk)
**Viewings:**

Via Cottons – 0121 247 2233





## LOT 16

179 Mary Street, Balsall Heath, Birmingham, B12 9RN



### Property Description:

A modern two storey detached Care Home Development arranged as 20 self contained flats with communal and ancillary accommodation. The property was constructed circa 1990 of brick surmounted by a pitched tile clad roof and offered for sale in a well maintained condition benefitting from wooden framed double glazed windows and a centralised gas fired central heating system, servicing all principle rooms.

The property is set back from Mary Street behind a lawned forecourt and carparking area with security barrier and gated access and forms part of an established and predominantly residential area and Mary Street leads directly off Edward Road, which runs between both Pershore Road (A441) and Alcester Road (A435).

The property should be of interest to a variety of care providers and investors and may be suitable for a range of alternative residential, educational or social uses subject to obtaining relevant planning consent.

### Accommodation:

#### Ground Floor

Communal and Staff Areas, comprising of Entrance Lobby, Hallway and Corridors, Communal Lounge, Kitchen, Staff Room, Managers Office, Assistant Managers Office, Staff Toilet, Cloakroom, Laundry Room and Cellar.

#### Flats 1 - 9

All with Hallway, Living Room, Kitchen, Bedroom, Bath or Shower Room with WC,  
Note: Flat 9 benefits from patio doors to Communal Gardens.

### First Floor

Respite Room with Shower Room and WC, Staff Rest Room with Shower Room and WC.

#### Flats 10 - 20

All with Hallway, Living Room, Kitchen, Bedroom, Bath or Shower Room with WC.

Note: Flats 16 & 18 have balconies.

**Outside:** Front: Full width forecourt with lawned garden and carparking area for four vehicles.

**Outside:** Rear: Communal gardens.

### Gross Internal Areas

#### Ground Floor

Flat 1 : 45.8 sqm  
Flat 2 : 40.65 sqm  
Flat 3 : 43 sqm  
Flat 4 : 41 sqm  
Flat 5 : 40 sqm  
Flat 6 : 39.1 sqm  
Flat 7 : 46 sqm  
Flat 8 : 41 sqm  
Flat 9 : 41 sqm

#### First Floor

Flat 10 : 43.53 sqm  
Flat 11 : 38.27 sqm  
Flat 12 : 44.73 sqm  
Flat 13 : 47.75 sqm  
Flat 14 : 39 sqm  
Flat 15 : 38.32 sqm  
Flat 16 : 41.05 sqm  
Flat 17 : 43.93 sqm  
Flat 18 : 39.44 sqm  
Flat 19 : 43.99 sqm  
Flat 20 : 40.79 sqm

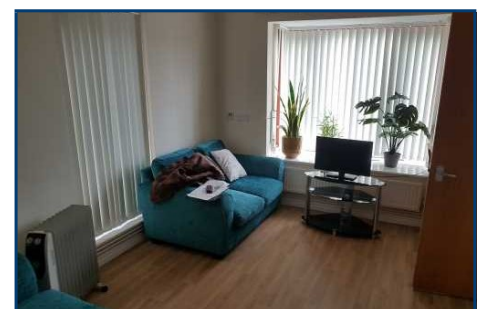
**Total Gross Internal Area: 838.1 sqm (9,021 sqft)**

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233

**Note** Completion will be 40 days from exchange of contracts





**Freehold Vacant Residential Care Home with 20 x 1 Bed Flats**  
\*Guide Price: £1,500,000 - £1,600,000 (+Fees)



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



**LOT 17**

**Freehold Residential Investment - 3 Self Contained Flats - Rent £19,440 p.a.**  
\*Guide Price: £235,000 - £250,000 (+Fees)

**436 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 9LP**



**Property Description:**

A long established flat conversion comprising of a substantial semi-detached former dwelling house converted circa 1993 into three self contained well laid out flats set back behind a walled foregarden benefitting from UPVC double glazed windows and each flat is separately metered with gas fired central heating.

The property is of traditional brick construction with pitched tiled clad roof having accommodation laid out over three floors and forms part of an established residential area, containing a wide range of private dwelling houses, flats and houses in multiple occupation.

The property is situated close to the Junction with Holly Road conveniently within a short walk from Edgbaston Reservoir and within approximately 1 mile from Bearwood High Street and 2 miles to the West of Birmingham City Centre.

**Tenancy Information**

All flats are currently let on Assured Shorthold Tenancies:

**Flat 1 / Rental - £550 per calendar month**  
**Flat 2 / Rental - £550 per calendar month**  
**Flat 3 / Rental - £520 per calendar month**

**Total Current Rental Income:** £1620 per calendar month (£19,440 per annum)

**Accommodation:**

**Ground Floor**

Vestibule Entrance, Communal Reception Hall, with Cellar access, containing separate electricity meters.

**Flat 1 Entrance Hall with Pantry off, Lounge, Double Bedroom, Kitchen, Rear Lobby with access to garden, bathroom with shower.**

**First Floor Stairs and Landing.**

**Flat 2 Entrance Hall, Lounge, Two Bedrooms, Kitchen, Bathroom with shower.**

**Second Floor**

**Flat 3 Entrance Hall, Lounge, Double Bedroom, Kitchen, Bathroom with shower.**

**Outside:** Front : Walled foregarden with pedestrian side access to rear.

**Outside:** Rear: Partly paved garden.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Council Tax**

Flat 1 (Ground Floor) - Band A

Flat 2 (First Floor) - Band A

Flat 3 (Second Floor) - No Information Available

**Viewings:**

Via Cottons - 0121 247 2233





## LOT 18

**Freehold Land**  
 \*Guide Price: £300 - £500 (+Fees)

### Land to the North of, Greenacres, Wetheral, Carlisle, Cumbria CA4 8LD

#### Property Description:

A parcel of Freehold Land comprising of a driveway, paths and garage yard leading directly off Greenacres between the Residential Dwellings No: 14 and No: 16. The land forms part of a Residential Estate and Greenacres leads off Plains Road.

The land is identified by the Land Registry Title Plan No: CU139186 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

#### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



GENERAL VIEW OF LAND/ROADWAYS



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

## LOT 19

**Freehold Land**  
 \*Guide Price: £300 - £500 (+Fees)

### Land Adj, 178, 182 & 184 Greenacres, Wetheral, Carlisle, Cumbria CA4 8LU

#### Property Description:

A parcel of Freehold Land comprising of driveways, paths and verge areas, located adjacent to 178, 182 & 184 Greenacres and forming part of a modern Housing Estate located off Plains Road.

The land is identified by Land Registry Title Plan No: CU246837 and all interested parties should satisfy themselves in respect of the extent of land being offered for sale.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party right of ways.



GENERAL VIEW OF LAND/ROADWAYS



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**LOT 20**

**Freehold Vacant Office Premises with Car Parking**  
\*Guide Price: £180,000 - £200,000 (+Fees)

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



**Property Description:**

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

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

**Accommodation:**

**Ground Floor**

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

Gents Toilets with wc and wash basin.

**First Floor**

Stairs and Landing, three generous offices.

**Outside:**

Small concrete forecourt and three allocated car parking spaces.

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

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



**COURTYARD LOCATION OF 91 ALBION STREET**





## LOT 21

**Freehold Investment Opportunity - 6 Flats Producing £26,000 pa**  
 \*Guide Price: £235,000 - £255,000 (+Fees)

**122 South Road, Erdington, Birmingham, West Midlands, B23 6EL**



### Property Description:

A substantial investment opportunity comprising of a three storey mid terrace property having been converted to provide 6 well laid out flats all having separate secondary electric meters (the gas supply is communal). The property benefits from UPVC double glazing and gas fired central heating. The property is located on South Road close to the junction with Watt Road, South road is located off Reservoir Road which is found off Gravelly Hill that 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 £26,000 per annum.

### Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:

**Flat 1** £100 pw (£5,200 per annum)

**Flat 2** £120 pw (£6,240 per annum)

**Flat 3** £55 pw (£2,860 per annum)

**Flat 4** £70 pw (£3,640 per annum)

**Flat 5** £75 pw (£3,900 per annum)

**Flat 6** £80 pw (£4,160 per annum)

**Total Rental Income: £500pw (£26,000 per annum)**

### Accommodation:

(All measurements are maximum length & width)

#### Ground Floor

**Flat 1** Lounge/Kitchen (4.46 x 3.49m), Bedroom (3.74 x 2.77m), and Shower room (1.89 x 0.70m). Communal WC and Shower.

**Flat 2** Lounge (3.12 x 3.29), Kitchen (2.68 x 1.66m), Bedroom (4.98 x 2.69m) and Shower room (2.05 x 0.80m).

#### First Floor

**Flat 3** Lounge/Bedroom/Kitchen (3.52 x 2.80m) and Bathroom (1.68 x 1.85m).

**Flat 4** Lounge/Bedroom/Kitchen, Shower Room

**Flat 5** Lounge/Bedroom (4.29 x 3.76m), Kitchen (1.71 x 1.52m) and Shower room (2.37 x 0.82m).

#### Second Floor

**Flat 6** Lounge/Bedroom (3.77 x 4.91m), Kitchen (1.76 x 1.23m) and Bathroom (2.43 x 1.80m).

#### Outside:

**Front** Walled Foregarden.

**Rear** Garden

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons – 0121 247 2233





## LOT 22

### Leasehold Vacant Two Bedroom Maisonette

\*Guide Price: £62,000 - £66,000 (+Fees)

#### 92 Peel Way, Tividale, Oldbury, West Midlands B69 3JX

##### Property Description:

A two bedroom first floor maisonette situated in a purchase built block set back from the road behind a lawned garden. The property benefits from having uPVC double glazing and self contained rear garden, access is via side passageway. Peel Way is located off Hamilton Drive, which is turn is found off Tipton Road (A457).

##### Accommodation:

(All measurements are maximum length and width).

##### Ground Floor

Private entrance leading to hallway and stairs.

##### First Floor

Entrance Hallway, Lounge (4.52m x 3.91m), Kitchen (2.11m x 2.03m),

Bedroom One (2.67m x 2.67m), Bedroom Two (2.11m x 3.66m), Bathroom having panelled bath, with electric shower over, wash basin and WC.

##### Outside:

**Rear:** Self contained rear garden, accessed via side passageway.

##### Leasehold Information:

**Term:** 99 years from 25th March 1983.

**Ground Rent:** Refer to Legal Pack

**Service Charge:** Refer to Legal Pack

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



## LOT 23

### Freehold Vacant Mid Terraced House with Two Bedrooms

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

#### 136 Uplands Road, Handsworth, Birmingham, West Midlands B21 8BS

##### Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows and gas fired central heating but requiring refurbishment.

Uplands Road forms part of a traditional and established residential area and is located between Rookery Road (A4040) and Sandwell Road, conveniently within half a mile distance from Soho Road (A41) which provides access to a wide range of retail amenities and services.

##### Accommodation:

##### Ground Floor

Front Reception Room (4.23m x 3.54m),

Rear Reception Room (3.82m x 3.54m), Kitchen (3.54m x 1.88m).

##### First Floor

Stairs and Landing, Bedroom One (4.13m x 3.55m), Bedroom Two (3.83m x 3.15m), Bathroom (3.71m x 1.84m) with bath, wash basin and WC.

##### Outside:

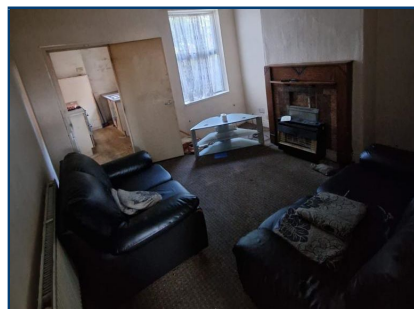
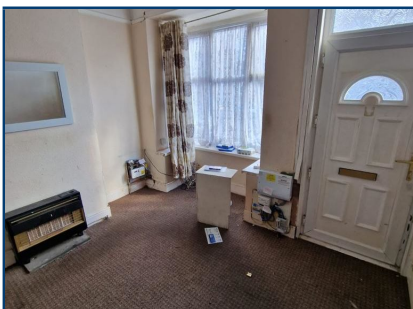
**Front:** Small paved foregarden, shared pedestrian entry access to rear.  
**Rear:** Yard and overgrown garden.

##### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233





**LOT 24**
**Freehold Investment (Three Bedroom Semi-Detached)**

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

**20 Springfield Road, Wolverhampton, West Midlands WV10 0LJ**
**Property Description:**

A three bedroom semi-detached property of part rendered brick construction surmounted by a hipped tiled clad roof, set back from the road behind a foregarden and shared driveway, giving access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Springfield Road is located between Wednesfield Road (A4124) and Cannock Road (A460). The property is within a mile distance of Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy producing a rental of £550 per calendar month (£6,600 per annum).

**Accommodation:**
**Ground Floor**

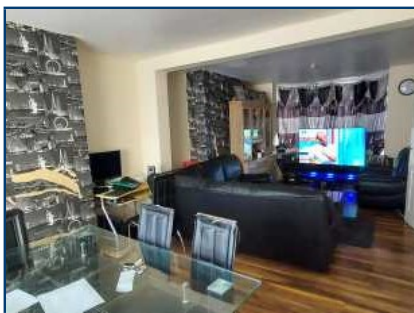
Entrance Hallway, Through Lounge, Kitchen.

**First Floor**

Bedroom One, Bedroom Two, Bedroom Three and Bathroom, having panelled bath with electric shower over, wash basin and WC.

**Outside:**
**Front:** Foregarden and shared driveway giving access to garage.

**Rear:** Garden.

**Legal Documents:** - Available at [www.cottons.co.uk](http://www.cottons.co.uk)
**Viewings:** - Via Cottons - 0121 247 2233


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## LOT 25

**Freehold Land/Roadways**  
\*Guide Price: £300 - £500 (+Fees)

### Land/Road to the North Side of Stourbridge Road, Dudley, West Midlands DY1 2DJ

#### Property Description:

A series of roads and paths known as Spring Parklands leading directly off Stourbridge Road (A4101) and serving a Residential Estate predominantly containing a range of semi-detached housing.

The land is identified on Land Registry Title Plan No: WR1826 and all interested parties should satisfy themselves in respect of extent of land being offered for sale.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



GENERAL VIEW OF THE LAND/ROADWAYS



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

## LOT 26

**Freehold Land/Roadways**  
\*Guide Price: £300 - £500 (+Fees)

### Land to the North of, Grange Road, Erdington, Birmingham, West Midlands B24 0AH

#### Property Description:

A parcel of Freehold Land comprising of a roadways known as Woodway which contains a range of modern detached housing and leads off Orphanage Road via Goodison Gardens.

The land is identified by the Land Registry Title Plan No: WK87435 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



GENERAL VIEW OF LAND/ROADWAYS



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

## LOT 27

**Freehold Land/Roadways/Garage Yard**  
\*Guide Price: £300 - £500 (+Fees)

### Land at, Mimosa Walk, Kingswinford, West Midlands DY6 7EA

#### Property Description:

Parcel of Freehold Land comprising of roadways, paths, verge areas and lock up garage yard, located on Mimosa Walk which serves a range of modern housing. Mimosa Walk leads via Earlswood Road off Balfour Road.

The land is identified by the Land Registry Title Plan No: WM856243 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



GENERAL VIEW OF LAND/ROADWAYS



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



## LOT 28

**Freehold Land/Roadways**  
 \*Guide Price: £300 - £500 (+Fees)

### Land at, Brooklands Drive, Birmingham, West Midlands B14 6EJ

#### Property Description:

A parcel of Freehold Land comprising of roadways, paths, verge areas and garage yard, located on Brooklands Drive which serves a range of modern housing and leads off Woodthorpe Road.

**Note 1:** The postcode is provided for identification purposes only.

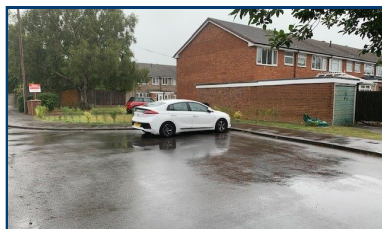
**Note 2:** The land/roadways are subject to established third party rights of way.

The land is identified by the Land Registry Title Plan No: WK52475 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only



GENERAL VIEW OF LAND/ROADWAYS



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

## LOT 29

**Freehold Vacant Mid Terraced Property**  
 \*Guide Price: £210,000 - £220,000 (+Fees)

### 4 Northfield Road, Kings Norton, Birmingham, West Midlands B30 1JH

#### Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Northfield Road close to the junction with Watford Road and being within walking distance to the shops and amenities located in Cotteridge.

#### Accommodation:

##### Ground Floor

Entrance Porch, Entrance Hallway, Lounge (4.29 x 3.30m), Dining Room (3.72 x 3.75m), Kitchen (4.15 x 2.00m), Inner Lobby (1.27 x 1.51m) and WC (1.69 x 1.51m), Stairs

##### First Floor

Bedroom 1 (3.67 x 4.37m), Bedroom 2 (3.74 x 3.02m), Store (1.12 x 0.90) and Bathroom (2.91 x 1.98m) having panelled bath with shower over, wash basin, bidet and WC

#### Outside:

**Front:** Tarmac covered driveway allowing for off road parking

**Rear:** Patio and lawned garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



## LOT 30

**Freehold Investment - 5 Flats - Rental Income £26,280 p.a. (when Fully Let)**  
 \*Guide Price: £370,000 - £400,000 (+Fees)

**201 Station Road, Kings Heath, Birmingham, West Midlands, B14 7TB**



### Property Description:

A substantial mid terraced three storey former dwelling house of traditional brick construction surmounted by a pitched tile clad roof and arranged to provide 5 self contained flats with an integral garage/workshop. The property fronts Station Road, occupying a large plot and has excellent potential to convert back to a large family dwelling house with multiple bedrooms.

The property forms part of an established and well regarded residential area with good amenities and schools nearby, conveniently located within walking distance to Kings Heath Park and Highbury Park. Station Road is located between Avenue Road and High Street (A435) which provides access to Kings Heath Shopping Centre containing a wide range of retail shops, bars and restaurants.

### Tenancy Information

All Flats (Except Flat 4) are currently let on Assured Shorthold Tenancy Agreements at the following rents:

Flat 1 - £330 per calendar month

Flat 2 - £550 per calendar month

Flat 3 - £350 per calendar month

Flat 4 - Vacant

Flat 5 - £590 per calendar month

**Total current rental income £1820 per**

**calendar month (£21,840 per annum)**

**Total Rent (when fully let) Circa £26,000 p.a.**

Notes:

All flats have been separately registered for Council Tax since 2007.

Each flat has separate electricity sub-meters and the landlord recovers the proportionate cost from the tenants.

Flats 2 & 5 have gas fired central heating and the landlord recovers the cost from the tenants. The buyer is made aware there are no current gas or electrical certificates and the buyer will be responsible to obtain these following completion including any remedial works.

### Accommodation

#### Ground Floor

**Flat 1:** Studio Flat (22 sqm) - Not inspected

**Flat 2:** One bedroom flat with access to rear garden (63 sqm) - Not inspected

#### First Floor

**Flat 3:** Studio Flat (23 sqm), hallway, lounge/bedroom area, kitchen area, shower room with shower cubicle, pedestal wash basin and WC.

**Flat 4:** Studio Flat (27 sqm), with bed/living room/kitchen, bathroom with panelled bath having shower over, pedestal wash basin, WC.

**Flat 5:** Entrance hall, lounge, kitchen/breakfast room.

#### Second Floor

#### Stairs and Landing

Bedroom 1, Bedroom 2, Shower room with shower cubicle, pedestal wash basin, WC, Bathroom with panelled bath, wash basin and WC.

#### Outside:

Front : Walled foregarden and vehicular access to garage.

Rear: Garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

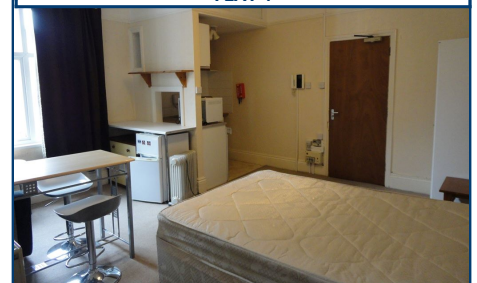
**Council Tax:** All flats are Band A

**Viewings:** Via Cottons - 0121 247 2233

FLAT 5



FLAT 4



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





## LOT 31

### 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:

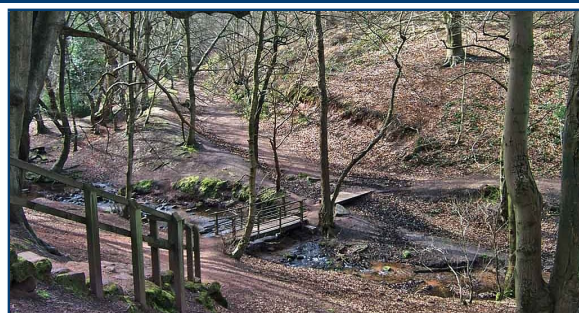
Follow the A52 towards Leek and turn left at Calton Moor, continue on the A52 after approximately 2.5 miles turn left on to the B5417, take a left on to Mill Road and then another left on to Red Road where you will find the Ramblers Retreat Cafe. The woodland is accessed via a footpath heading right (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](http://www.cottons.co.uk)

**Viewings** – Via Cottons – 0121 247 2233



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## LOT 32

## Two Large Freehold Vacant Semi-Detached Houses req. Full Renovation

\*Guide Price: £350,000 - £380,000 (+Fees)

136 - 138 Washwood Heath Road, Saltley, Birmingham, B8 1RF



### Property Description:

A substantial pair of three storey brick built semi-detached properties surmounted by a pitched slate clad roof and both in a dilapidated condition, requiring extensive renovation and repair throughout. The properties are currently laid out as dwelling houses with useful side workshop and occupy a large rectangular shaped plot extending to an area of approximately 0.16 acres (665 sq.mtrs).

Whilst the properties have been unoccupied for many years we understand the front sections of the properties were used for café/retail purposes and they may therefore have potential for redevelopment as substantial houses or part residential, part commercial and all interested parties should consult the planning department at Birmingham City Council prior to bidding.

The properties front Washwood Heath Road (B4114) and are conveniently in approximately 1/4 mile from local shops and amenities on Alum Rock Road and approximately 2 miles from Birmingham City Centre.

### Accommodation:

#### 136 Washwood Heath Road

##### Ground Floor:

Entrance Hall, Reception Hall with Cellar Access, Front Reception Room, (4.27m x 3.99m) Rear Reception Room (4.24m x 3.26m), Rear Entrance Hall with Pantry, Dining Room (4.34m x 3.36m), Kitchen (3.40m x 3.05m).

##### First Floor:

Stairs and Landing, Bedroom One (4.3m x 4.27m), Bedroom Two (2.75m x 1.7m), Bedroom Three (3.64m x 4.3m), Bedroom Four (4.07m x 2.36m), Bathroom (3.38m x 3.07m).

### Second Floor:

Stairs and Landing, Room One (2.77m x 2.72m), Room Two (2.78m x 2.72m), Room Three (2.38m x 4.31m) maximum (L Shaped).

#### 138 Washwood Heath Road

##### Ground Floor:

Reception Hall, Reception Room One (4.29m x 3.64m) opening to Reception Room Two (3.64m x 3.69m), Dining Room (3.75m x 3.44m) Kitchen (2.74m x 2.41m).

##### First Floor:

Stairs and Landing, Bedroom One (2.9m x 2.47m) Bedroom Two (4.28m x 3.94m), Bedroom Three (4.79m x 3.64m), Bedroom Four (3.6m x 3.32m) intercommunicating with bathroom (2.8m x 2.43m).

##### Second Floor:

Stairs and Landing, Bedroom Five (5.24m x 3.38m), Bedroom Six (3.39m x 3.05m).

**Outside (No's 136 & 138):** Side Workshop and a substantial overgrown rear garden.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Council Tax/Rating

136 WHR - No record on Council Tax/Rating lists  
138 WHR - Council Tax Band A. Described as mixed use property.

Viewings: Via Cottons - 0121 247 2033

**Important Note:** The properties are in a dilapidated condition, parts of which are unsafe and all parties should inspect the photographs and video tour available on our website. Limited viewings may be available and any person attending will be required to provide their full details and sign a disclaimer to indemnify both the seller and Auctioneers in the event they suffer injury or harm whilst at the property.



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



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## LOT 33

### Home Farm, Old School Lane, Lighthorne, Warwick, Warwickshire CV35 0AU



#### Property Description:

An attractive brick and stone built farmhouse of traditional two storey construction surmounted by a pitched tile clad roof and substantially extended following granting of planning consent in 2017 to provide additional bedroom and living accommodation enabling it to be used as either a family home or an investment with potential to utilise the accommodation for Air B&B, separate flats, holiday lets or offices (subject to obtaining any required planning consents).

The property has been sympathetically refurbished and redeveloped using building materials which retain much of the original style and character and using good quality internal fittings and finishes. The original farmhouse contains a wealth of original features and oak beams and the property benefits for oil fired central heating.

The property is located on Old School Lane which leads directly off Chesterton Road in the popular and sought after Warwickshire Village of Lighthorne, conveniently within less than 8 miles from the local towns of Warwick, Royal Leamington Spa and Stratford-upon-Avon along with the M40 motorway (Junction 15).

#### Accommodation:

##### Ground Floor

##### Main Farm House

Entrance Hall, Reception Hall, Rear Entrance Hall, Dining Room, Shower Room with WC and Wash basin, Living Room with central woodburning fireplace, Large Open Plan Kitchen/Dining Room with extensive range of wooden fitted units and

worksurfaces and a wealth of wooden beams.

#### First Floor

Stairs and Landing, Bedroom One (Double) with en-suite shower room, having wash basin and WC, Bedroom Two (Double), Bedroom Three (Double) with en-suite shower room, having wash basin and WC.

#### Extension to Farm House

##### Ground Floor

Internal access to inner hallway/corridor, Kitchen with range of fitted units and external access. Bedroom Four with en-suite shower room, having wash basin and WC, Bedroom Five with en-suite shower room with wash basin and WC, Bedroom Six with en-suite shower room with wash basin and WC, Living Room with external access and sauna, Separate Bathroom with bath, shower enclosure, wash basin and WC, Bedroom Seven with spiral staircase to Two Store Rooms and gallery.

**Outside:** Stone/gravel courtyard providing off road carparking and rear yard area with heating oil tank.

#### Floor Area

**Ground Floor** 254.3 sqm (2737 sqft)

approximately

**First Floor** 86.3 sqm (929 sqft) approximately

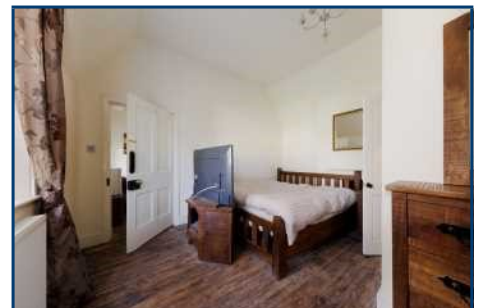
**Total Floor Area** 340.7 sqm (3667 sqft)

approximately

#### Legal Documents:

Available via - [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





**Freehold Vacant Substantial Extended Farmhouse - Investment Potential**  
\*Guide Price: £730,000 - £780,000 (+Fees)



## LOT 34

### 54 Shilton Lane, Coventry, West Midlands CV2 2AB



#### Property Description:

A unique opportunity to purchase a mixed use property offering Redevelopment, Investment, Business opportunity comprising of a plot roughly rectangular in shape and extending to approximately 0.97 acres (3,905 sqm) and containing a pair of semi-detached houses which have been merged and arranged to provide a four bedroom dwelling house and two one bedroom flats, a wooden lodge, a former cattery building and a site which benefits from a planning consent granted on 1st July 2022 for demolition of the cattery and development of 13 assisted living accommodation units. In addition the property has vehicular access, driveway, carparking areas and gardens.

The existing residential units have generally been refurbished with modern kitchen and bath/shower room fittings and have double glazed windows and gas fired central heating.

The property is located to the North Eastern outskirts of Coventry approximately 4 miles from the City Centre and bordering open Countryside, yet is conveniently located within 2 1/2 miles of the M6 Motorway (Junction 2).

#### Planning

Planning consent was granted by Coventry City Council on 1st July 2022 (Ref: FUL/2020/0139) for demolition of existing cattery and outbuildings and erection of 13 assisted living accommodation units with associated communal facilities, parking and landscaping. A copy of the Planning Consent is available on the Coventry City Council and Auctioneers website.

The site may be suitable for a range of alternative uses and redevelopment schemes and all interested parties should discuss their proposals with the local planning department at Coventry City Council prior to bidding.

#### Existing Accommodation

##### Main House

**Ground Floor:** Large Side Entrance Hall, Cloakroom with WC and wash basin, Open Plan Lounge/Dining Room/Kitchen with extensive range of fitted units, Utility Room.

**First Floor:** Stairs and Landing with store, Bedroom One (Double), with En-suite Bath/Shower Room with wash basin and WC, Bedroom Two (Double), Bedroom Three (Double), Shower Room with wash basin and WC, Bedroom Four (Double) with En-suite Shower Room having wash basin and WC.

**Flat One (Ground Floor):** Shared Hallway, Entrance/Utility Room, shower room with WC and wash basin, Bedroom, Living Kitchen.

**Flat Two (Second Floor):** Open Plan Entrance Hall, Cloakroom with WC and wash basin, Living Room and Open Plan Kitchen with gable window, Double Bedroom with storage, En-suite Bath/Shower Room.

##### Outside (Front Section):

Forecourt, secure gated access to gravelled driveway providing off road parking, lawned rear garden with pond.

**Wooden Lodge (not inspected):** with Living/Kitchen, Bedroom and Bathroom

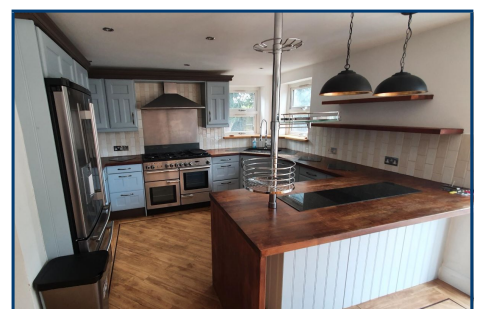
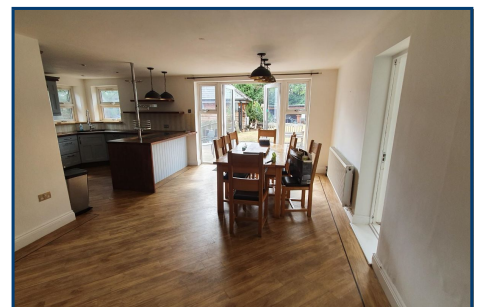
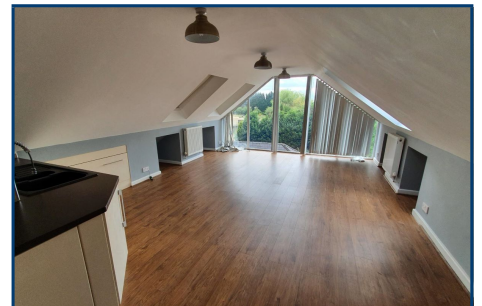
**Outside (Rear):** Wooden Cattery Building and Storage Yard with planning consent for redevelopment of 13 assisted living units

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

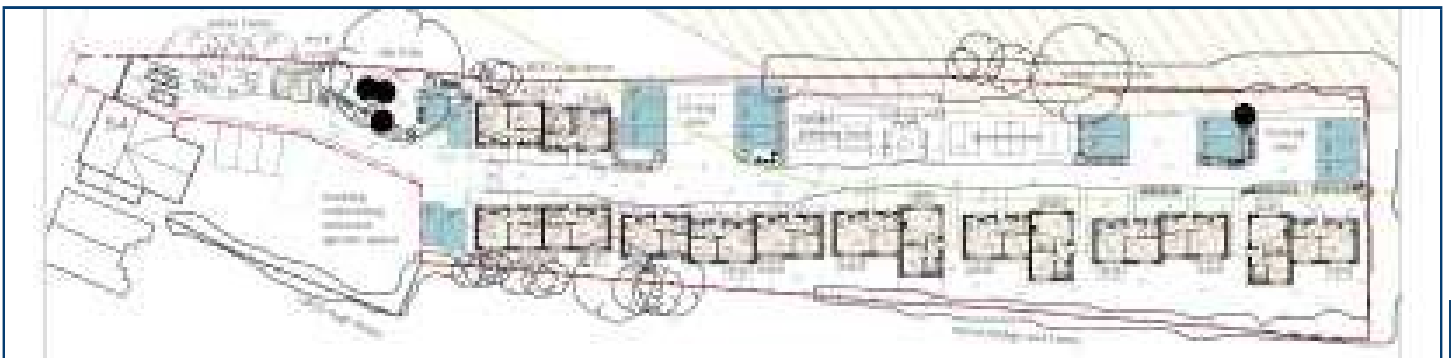
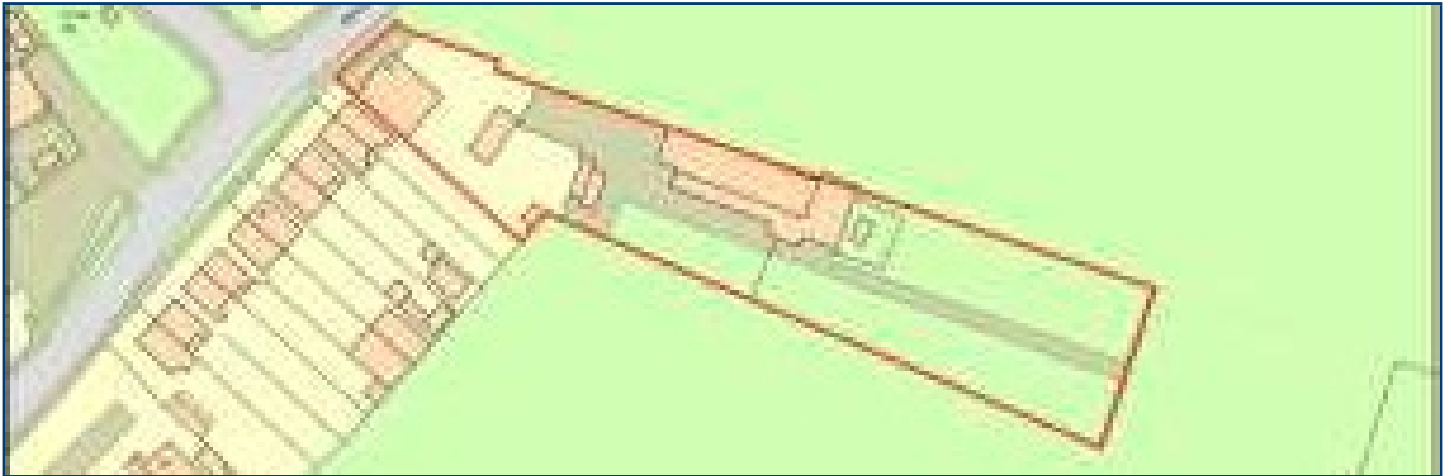
**Rating::** Records on the Valuation Office Agency (VOA) website state the property is currently classed as a Self Catering Holiday Unit and Premises with Rateable Value of £7,200

**Viewings:** Via Cottons - 0121 2472233





**Freehold Vacant Mixed Use Property: Redevelopment/Investment/Business Opportunity**  
\*Guide Price: £900,000 - £975,000 (+Fees)





## LOT 35

## Freehold Vacant Semi-Detached House with Three Bedrooms and Garage

\*Guide Price: £180,000 - £195,000 (+Fees)

54 Moor End Lane, Erdington, Birmingham, West Midlands, B24 9DJ



### Property Description:

A traditional semi-detached house of part rendered brick construction surmounted by a hipped tiled clad roof, set back from the road behind a lawned foregarden and benefitting from three bedrooms, mostly uPVC double glazed windows, pleasant rear garden and a large double garage/workshop with rear vehicular right of way, which leads off Dunvegan Road. The property forms part of an established residential area and Moor End Lane, leads off Fern Road which in turn leads off Church Road and the property is conveniently within approximately 1/3 mile from Erdington Shopping Centre.

### Accommodation:

#### Ground Floor

Porch, Reception Hall, Front Reception Room (3.65m x 3.31m), Dining Room (4.07m x 3.33m), Kitchen (2.78m x 1.72m), Covered Side Passageway.

#### First Floor

##### Stairs and Landing

Bedroom One (3.67m x 3.03m) with an extensive range of fitted wardrobes, Bedroom Two (4.06m x 3.26m) with an extensive range of fitted wardrobes, Bedroom Three (2.56m x 2.03m),

Bathroom (2.21m x 1.73m) with panelled bath having electric shower over, pedestal wash hand basin, WC.

**Outside Front:** Artificial lawned fore garden.

**Outside Rear:** Paved patio, shed and lawned garden, Double Garage (4.97m x 4.88m) with electric up and over door accessed by a secure shared rear driveway, Side Workshop (4.88m x 1.4m).

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





## LOT 36

**Freehold Land**

\*Guide Price: £500 - £1,000 (+Fees)

### Land Rear of 198 - 312 Alvechurch Road, West Heath, Birmingham, West Midlands B31 3PS

**Property Description:**

A parcel of freehold land located to the rear of houses on Alvechurch Road comprising of an elongated strip of land, irregular in shape, along with a smaller rectangular parcel and having gated access off the Northern Section of Forrell Grove.

The land is currently overgrown and subject to third party rights of way. The land is registered under Title No: WM113105 and all interested parties should satisfy themselves as to the extent of land being offered, by inspecting the Legal Pack and visiting the site.

**Legal Documents**

Available on [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons - 0121 247 2233

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land is subject to established third party rights of way.



ACCESS FROM FORRELL GROVE



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

## LOT 37

**Freehold Lock Up Garage and Small Parcel of Land**

\*Guide Price: £3,000 - £5,000 (+Fees)

### Garage 33,, Daywell Rise & Land Adj, 25 & 27 Cambrian Lane, Rugeley, Staffs WS15 2XH

**Property Description:**

A Freehold lock up garage located on Daywell Rise which contains modern housing, along with a small parcel of rough grassed land situated to the front of residential dwellings known as 25 & 27 Cambrian Lane.

Both the garage and land are identified by the Land Registry Title Plan No: SF175595 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

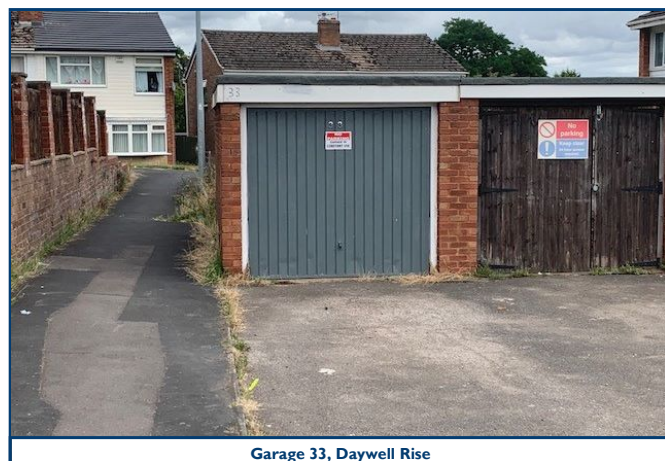
**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land is subject to established third party rights of way.



Land adj 25 &amp; 27 Cambrian Lane



Garage 33, Daywell Rise

## LOT 38

**Freehold Land - Circa 0.22 acres**

\*Guide Price: £25,000 - £30,000 (+Fees)

### Land to the South of, Heronswood Road, Rednal, Birmingham, West Midlands B45 8QS

**Property Description:**

Parcel of irregular shaped land, secured with a steel palisade fence and extending to an area of approximately 0.22 acres (874.83 sqm). The land is situated between No's 78 & 86 Heronswood Road, accessed from the main road by way of a pedestrian walkway and at the rear is immediately adjacent to a Royal Mail Delivery Office.

The land forms part of a predominantly residential area. Heronswood Road leads via Meadvale Road off Leach Green Lane and is located to the South Western Edge of Birmingham within close proximity to Cofton Park.

**Planning:** All interested parties should discuss any proposals for the land with the local Planning Department at Birmingham City Council prior to bidding.

**Legal Documents**

Available on [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** Via Cottons - 0121 247 2033

**Note:** The postcode is for identification only



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



**LOT 39**

**Freehold Vacant Town House with 3/4 Bedrooms**

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

**2 The Templars, Oldbury, West Midlands B69 1EU**

**Property Description:**

A three storey Town House surmounted by a pitched tile clad roof located in a cul-de-sac known as The Templars and located off Wolverley Crescent. The property is accessed by way of a block paved forecourt providing off road parking and provides well laid out accommodation with flexibility to provide either 3 or 4 bedrooms and in addition benefits from UPVC double glazed windows and gas fired central heating. The property forms part of an established residential area conveniently located within 1 mile from both the M5 Motorway (Junction 2) and Oldbury Town Centre.

**Accommodation:**

**Ground Floor**

Covered Entrance/Car Port, Reception Hall, Cloakroom with WC and wash basin, Living Kitchen: 4.7m x 3.6m with a range of fitted units.

**First Floor**

Stairs and Landing, Lounge/Bedroom 4: 4.77m x 3.17m, Bedroom One (Double): 3.89m x 3.15m.

**Second Floor**

Stairs and Landing, Bedroom Two (Single): 3.15m x 2.29m, Bathroom: 2.36m x 2.13m with bath, with shower attachment, wash basin, WC. Bedroom Three (Double): 3.93m x 3.91m.

**Outside:**

**Front:** Blocked paved driveway with car port.

**Rear:** Small patio, lawned garden, brick store and rear pedestrian access.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



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## 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.

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## 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:

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- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
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- 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**

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**Freehold Ground Rents.**

**Deceased Estates.**

**Properties requiring Repair and Refurbishment.**

**Problem Properties with Structural Damage, Mineshafts,**

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

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and conclusive SALE.**

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**FRIDAY 30 SEPTEMBER 2022**

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YOUR PROPERTY AND TO ARRANGE  
A FREE AUCTION APPRAISAL 0121 247 2233**



# EPC's

<p><b>Energy performance certificate (EPC)</b></p> <p>Property type: Retail/Financial and Professional Services</p> <p>Total floor area: 88 square metres</p> <p><b>Rules on letting this property</b></p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord cannot grant a tenancy to new or existing tenants, unless an exemption has been registered.</p> <p>From 1 April 2023, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p><b>Energy efficiency rating for this property</b></p> <p>This property's current energy rating is: <b>C</b></p> <p>Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.</p> <p><b>How this property compares to others</b></p> <p>Properties similar to this one could have ratings: <b>C</b></p> <p>If newly built: <b>C</b></p> <p>If typical of the existing stock: <b>C</b></p> <p>Properties are given a rating from A+ (best effort) to G (least effort).</p>	<p><b>Energy performance certificate (EPC)</b></p> <p>Property type: Residential and Commercial/Industrial/Institutional</p> <p>Total floor area: 182 square metres</p> <p><b>Rules on letting this property</b></p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p><b>Energy efficiency rating for this property</b></p> <p>This property's current energy rating is: <b>B</b></p> <p>Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.</p> <p><b>How this property compares to others</b></p> <p>Properties similar to this one could have ratings: <b>B</b></p> <p>If newly built: <b>B</b></p> <p>If typical of the existing stock: <b>B</b></p> <p>Properties are given a rating from A+ (best effort) to G (least effort).</p>	<p><b>Energy performance certificate (EPC)</b></p> <p>Property type: A1/A2 Retail and Financial/Professional services</p> <p>Total floor area: 48 square metres</p> <p><b>Rules on letting this property</b></p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord cannot grant a tenancy to new or existing tenants, unless an exemption has been registered.</p> <p>From 1 April 2023, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p><b>Energy efficiency rating for this property</b></p> <p>This property's current energy rating is: <b>D</b></p> <p>Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.</p> <p><b>How this property compares to others</b></p> <p>Properties similar to this one could have ratings: <b>D</b></p> <p>If newly built: <b>D</b></p> <p>If typical of the existing stock: <b>D</b></p> <p>Properties are given a rating from A+ (best effort) to G (least effort).</p>	<p><b>Energy performance certificate (EPC)</b></p> <p>Property type: B1 Office and Workshop buildings</p> <p>Total floor area: 170 square metres</p> <p><b>Rules on letting this property</b></p> <p>Properties can be let if they have an energy rating from A+ to E.</p> <p>If a property has an energy rating of F or G, the landlord cannot grant a tenancy to new or existing tenants, unless an exemption has been registered.</p> <p>From 1 April 2023, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.</p> <p><b>Energy efficiency rating for this property</b></p> <p>This property's current energy rating is: <b>E</b></p> <p>Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.</p> <p><b>How this property compares to others</b></p> <p>Properties similar to this one could have ratings: <b>E</b></p> <p>If newly built: <b>E</b></p> <p>If typical of the existing stock: <b>E</b></p> <p>Properties are given a rating from A+ (best effort) to G (least effort).</p>
<b>88 LONG LANE (LOT 2)</b>	<b>RED LION (LOT 12)</b>	<b>34 MARKET STREET (LOT 13)</b>	<b>91 Albion STREET (LOT 20)</b>



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## Sale Memorandum

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**

**Date**

**Name and address of seller**

**Name and address of buyer**

**The lot**

**The price (excluding any VAT)**

**Deposit paid**

**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.

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

## Auction conduct conditions

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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



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

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

#### A4 The particulars and other information

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

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

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

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

#### A5 The contract

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

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

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

- (a) you are personally liable to buy the lot even if you are acting as an agent; and
- (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

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

#### A6 Extra Auction Conduct Conditions

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

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

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

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

#### G1. The lot

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

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

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

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

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoings 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 or objection to any of the documents that is made available before the auction.
- (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
  - (i) the application for registration of title made to the land registry;
  - (ii) the documents accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

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

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

#### G5. Transfer

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

- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
  - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

#### G6. Completion

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

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

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

- (a) direct transfer to the seller's conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

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

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

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

#### G7. Notice to complete

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

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

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

- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.

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



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

#### G8. If the contract is brought to an end

If the contract is lawfully brought to an end:  
 (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and  
 (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

#### G9. Landlord's licence

G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.  
 G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.  
 G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.  
 G9.4 The seller must:  
 (a) use all reasonable endeavours to obtain the licence at the seller's expense; and  
 (b) enter into any authorised guarantee agreement properly required.  
 G9.5 The buyer must:  
 (a) promptly provide references and other relevant information; and  
 (b) comply with the landlord's lawful requirements.  
 G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

#### G10. Interest and apportionments

G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.  
 G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.  
 G10.3 Income and outgoings are to be apportioned at actual completion date unless:  
 (a) the buyer is liable to pay interest; and  
 (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.  
 G10.4 Apportionments are to be calculated on the basis that:  
 (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;  
 (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and  
 (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

#### G11. Arrears

Part 1 Current rent  
 G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.  
 G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.  
 G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.  
 Part 2 Buyer to pay for arrears  
 G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.  
 G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.  
 G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.  
 Part 3 Buyer not to pay for arrears  
 G11.7 Part 3 of this condition G11 applies where the special conditions:  
 (a) so state; or  
 (b) give no details of any arrears.  
 G11.8 While any arrears due to the seller remain unpaid the buyer must:  
 (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;  
 (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);  
 (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;  
 (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;  
 (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and  
 (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.  
 G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

#### G12. Management

G12.1 This condition G12 applies where the lot is sold subject to tenancies.  
 G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.  
 G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:  
 (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;  
 (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and  
 (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

#### G13. Rent deposits

G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.  
 G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:  
 (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;  
 (b) give notice of assignment to the tenant; and  
 (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### G14. VAT

G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.  
 G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

#### G15. Transfer as a going concern

G15.1 Where the special conditions so state:  
 (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and  
 (b) this condition G15 applies.  
 G15.2 The seller confirms that the seller:  
 (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and  
 (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.  
 G15.3 The buyer confirms that:  
 (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;  
 (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;  
 (c) article 5(28) 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 1 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 TPE 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 buyer's 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 bona fides of the seller and that he is the beneficial owner but we give no warranty.

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