



# Cottons

CHARTERED SURVEYORS

# AUCTION CATALOGUE

Wednesday **26 October** 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 48 Lots

Comprising a range of Residential and Commercial, Vacant and Investment Properties, Land and Development Opportunities by kind instructions of a variety of Vendors including Solicitors, Joint Fixed Charge Receivers, Joint Property Agents, Companies and Private Clients.

## Order of sale

LOT	ADDRESS	TENURE
1	19 Alfreda Avenue, Hollywood, Birmingham, B47 5BP	Freehold Vacant Residential
2	30 Gough Road, Greet, Birmingham, B11 2NG	Freehold Residential Investment
3	590 Parkfield Road, Wolverhampton, WV4 6EL	Freehold Residential Investment
4	Queens Chambers, 65 Bridge Street, Walsall, WS1 1JQ	Freehold Vacant Commercial
5	38 South Roundhay, Stechford, Birmingham, B33 9PT	Freehold Vacant Residential
6	102 Hagley Road West, Smethwick, West Midlands, B67 5EZ	Freehold Vacant Residential
7	2 Bellamy Close, Shirley, Solihull, West Midlands, B90 3DJ	Freehold Vacant Residential
8	92 Peel Way, Tividale, Oldbury, West Midlands, B69 3JY	Leasehold Vacant Residential
9	77 Victoria Road, Harborne, Birmingham, B17 0AQ	Freehold Vacant Residential
10	36 Warstone Lane, Jewellery Quarter, Birmingham, B18 6JQ	Freehold Commercial Investment
11	262 Heeley Road, Selly Oak, Birmingham, B29 6EN	Freehold Vacant Residential
12	Home Farm, Old School Lane, Lighthorne, Warwick, CV35 0AU	Freehold Vacant Farmhouse
13	44 Elmdon Road, Acoccks Green,, Birmingham, B27 6LH	Freehold Vacant Residential
14	132-134 Gravelly Hill, Erdington, Birmingham, B23 7PF	Freehold Residential Investment
15	42 Kelmscott Road, Harborne, Birmingham, B17 8QN	Freehold Vacant Residential
16	The Old Library, Church Green West, Redditch, B97 4DU	Freehold Vacant Commercial
17	63 George Road, Hay Mills, Yardley, Birmingham, B25 8HX	Freehold Residential Investment
18	Bungalow R/o 636 Kingsbury Road, Erdington, Birmingham, B24 9PJ	Freehold Vacant Residential
19	12 Shirlett Close, Aldermans Green, Coventry, CV2 1PG	Leasehold Vacant Residential
20	Garage 33, Daywell Rise & Lnd Cambrian Lane, Rugeley, WS15 2XH	Freehold Ground Rent
21	3 Pleasant Street, Hill Top, West Bromwich, B70 0RF	Freehold Vacant Residential
22	The Lodge, 392 Kingsbury Road, Erdington, Birmingham, B24 9SE	Leasehold Vacant Residential
23	73 Rock Road, Solihull, West Midlands, B92 7LD	Freehold Residential Investment
24	Land At Glascote Lane, Wilnecote, Tamworth, Staffordshire	Freehold Land
25	18 Dean Road, Erdington, Birmingham, B23 6QF	Freehold Vacant Residential
26	23 High Street, Rowley Regis, West Midlands, B65 0DR	Freehold Commercial Investment
27	326 Weelsby Street, Grimsby, South Humberside, DN32 8AE	Freehold Vacant Residential
28	60 Tew Park Road, Birmingham, B21 0TR	Freehold Residential Investment
29	Apartment 4, Newhall Court, George Street, Birmingham, B3 1DR	Leasehold Vacant Residential
30	1 Fentham Road, Erdington, Birmingham, B23 6AA	Freehold Residential Investment
31	14 Station Road, Albrighton, WV7 3QG,	Freehold Vacant Commercial
32	9 Market Street, Stourbridge, West Midlands, DY8 1AB	Freehold Commercial Investment
33	Land At Grove Street, Heath Town, Wolverhampton, WV10 0PY	Freehold Development Land
34	Marlborough House, 11 St. James's Road, Dudley, DY1 1JG	Freehold Development Opp.
35	16 Peckingham Street, Halesowen, West Midlands, B63 3AN	Freehold Vacant Commercial
36	23, 25 & 27 Alvechurch Road, West Heath, Birmingham, B31 3JW	Freehold Commercial Investment
37	Land To East Of Clive Road, Quinton, Birmingham, B32 1HN	Freehold Land with Potential
38	89 Regent Road, Handsworth, Birmingham, B21 8AR	Freehold Vacant Residential
39	46 Broadway North, Walsall, WS1 2QQ	Freehold Vacant Residential
40	48 Broadway North, Walsall, WS1 2QQ	Freehold Vacant Residential
41	1615A Pershore Road, Stirchley, Birmingham, B30 2JF	Freehold Vacant Commercial
42	Old Bakehouse & 3 Bakehouse Mews, 19 Market Hill, Rothwell, NN14 6BW	Freehold Commercial Investment
43	1-2 Bakehouse Mews, 19 Market Hill, Rothwell, NN14 6BW	Freehold Commercial Investment
44	Cransley Reservoir, Cransley, Kettering, NN14 1PR	Freehold Leisure Investment
45	Land Off Midland Street & Landor Street, Birmingham, B9 4DG	Freehold Commercial Investment
46	83 Shenstone Road, Edgbaston, Birmingham, B16 0PF	Freehold Residential Investment
47	239 Shenstone Road, Edgbaston, Birmingham, B16 0PG	Freehold Residential Investment
48	207, 209, 211, 213 Halesowen Road, Old Hill, B64 6HE	Freehold Commercial Investment

## 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, Andrew Smith, Nick Burton, Richard Gaines, Mark Judd.

## IMPORTANT NOTICE

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

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

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

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

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

# Bidding Options

This will be a live auction held at Avery Fields Sports & Events Venue, 79 Sandon Rd, Birmingham B17 8DT. You have the option to bid in person by attending the venue on the day, bid online, bid by telephone or by proxy.

## In Room Bidding

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day by completing the online registration process on our website or completing and submitting the form contained on Page 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.

You will be able to watch and listen to the Auction 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 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.

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

# Understand The Guide Price And Reserve Price

## GUIDES & RESERVES

### 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.

## 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.

## THE AUCTION DAY

### 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.

## FALL OF THE HAMMER

## POST AUCTION

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

## DEPOSIT

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £1250 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.



# Proxy, Telephone & Internet Bidding

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.

## Type of Bid (Please Tick)

Telephone ☐ Proxy ☐ Internet ☐

## 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 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.

## LOT Details

LOT: \_\_\_\_\_

Address: \_\_\_\_\_

Max Bid (Proxy Bid): \_\_\_\_\_ Max Bid (Words) \_\_\_\_\_

## Payment Details

Payment Required

**£6,250**  
(Six Thousand, Two Hundred & 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: \_\_\_\_\_

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:

## 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](mailto: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 there 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 their 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 Auctioneers 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.

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

# Auction Offer sheet

## LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

## Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

## Solicitors Details:

Name:

Postcode:

Company:

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**



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next auction

**14 DECEMBER 2022**

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- 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:

**18 NOVEMBER 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**

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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**

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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.**



# Property Viewings

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## 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.

# Deposit & Admin 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 on 0121 247 2233



## LOT 1

### Freehold Vacant Detached Three Bedroom House req. Full Repair \*Guide Price: £135,000 - £150,000 (+Fees)

**19 Alfreda Avenue, Hollywood, Birmingham, West Midlands B47 5BP**

#### Property Description:

A traditional detached house of two storey brick construction with pitched interlocking tile clad roof, set back from the road behind a partly lawned foregarden, with access to a brick built side garage. The property benefits from three bedrooms and is in dilapidated condition requiring complete repair and refurbishment throughout.

The property forms part of a well regarded and popular residential area and Alfreda Avenue comprises of a Cul-de-Sac located off Dark Lane and which leads of Alcester Road.

#### Accommodation:

##### Ground Floor

Vestibule Entrance, Reception Hall, Front Reception Room: 3.67m x 3.33m, Rear Reception Room: 3.58m x 3.33m with French doors to rear, Kitchen: 2.68m x 1.80m with under stair cupboard.

##### First Floor

Stairs and Landing: Bedroom One (Double): 3.66m x 3.38m, Bedroom Two (Double): 3.69m x 3.36m, Bedroom Three (Single): 2.11m x 1.84m, Bathroom: 1.85m x 2.45m with bath, wash basin and WC.

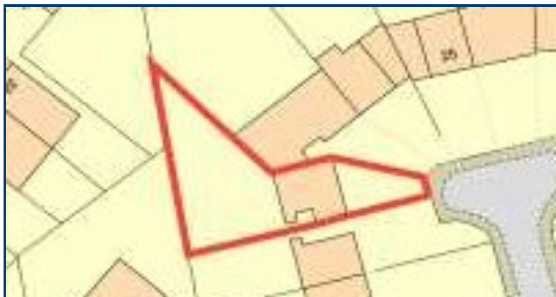
**Outside:** Front: Lawned foregarden with access to side garage.

**Outside:** Rear: Very overgrown garden.

#### Legal Documents:

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

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



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



## --- Legal Documents Online ---



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

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

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**LOT 2**
**Freehold Investment - Two Bedroom Mid Terraced House**

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

**30 Gough Road, Greet, Birmingham, West Midlands B11 2NG**
**Property Description:**

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof situated directly fronting the pavement. The property benefits from two bedrooms, gas fired central heating and UPVC double glazed windows to at least the front elevation.

The property forms part of an established residential area and Gough Road leads directly off Golden Hillock Road which in turn runs between Small Heath Highway (A45) and Warwick Road (A41) and the property is conveniently situated for access to local retail amenities and services located in both Sparkhill and Acocks Green.

The property is currently let on a Periodic Shorthold Tenancy at a current rental of £505 per calendar month (£6060 per annum). The tenant has occupied the property for several years.

**Accommodation**

At the time of preparing the details the property has not been inspected internally by the Auctioneers and we are advised that the accommodation is as follows:

Two Reception Rooms, Kitchen, Two Bedrooms, Bathroom,  
Total Floor Area: 70 sq.m approx.

**Outside:** Rear: Yard/garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 3**
**Freehold Investment (3 Bedroom Terraced House)**

\*Guide Price: £70,000 - £80,000 (+Fees)

**590 Parkfield Road, Wolverhampton, West Midlands WV4 6EL**
**Property Description:**

An extended mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, gas fired central heating and UPVC double glazed windows. The property is located off Parkfield Road (A4039) close to the junction with Windsor Road. The property itself is within approximately one mile distance from Wolverhampton City Centre.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £595 per calendar month £7,140 per annum.

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

Lounge (3.66 x 3.87m), Dining Room (3.84 x 3.86m), Kitchen (4.85 x 2.42m) and Bathroom (2.76 x 2.40m) having panelled bath with electric shower over, wash basin and WC

**First Floor**

Landing, Bedroom 1 (3.66 x 2.98m), Bedroom 2 (2.69 x 1.83m), Bedroom 3 (3.86 x 3.84m).

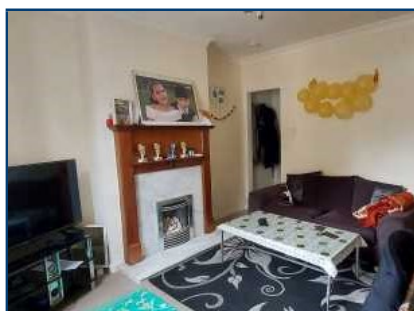
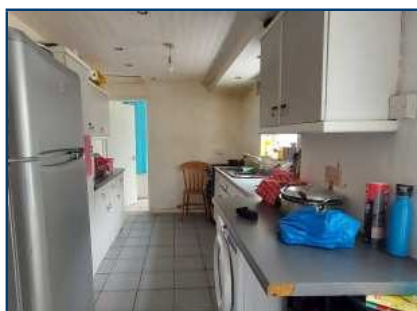
**Outside:**

**Front** Walled foregarden and side access

**Rear** Garden

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

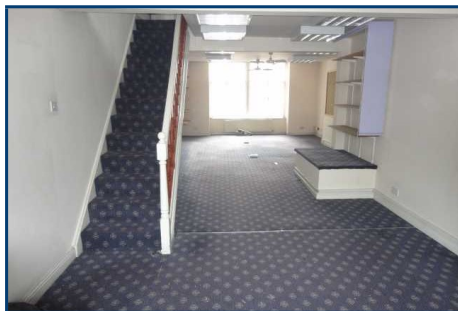
**Viewings:** - Via Cottons - 0121 247 2233



## LOT 4

**Freehold Vacant Office/Retail Premises. NIA: 176 sq.mtrs (1,896sq.ft)**  
**\*Guide Price: £110,000 - £130,000 (+Fees)**

**By Instruction of the Joint Fixed Charge Receivers of Culley Lifford Hall Ltd (In Liquidation).**  
**Queens Chambers, 65 Bridge Street, Walsall, West Midlands, WS1 1JQ**



### Property Description:

A four storey traditional built retail/office premises of brick construction with ornate timber framed façade and surmounted by a pitched tile clad roof. The property offers flexible and well laid out accommodation which comprises of a ground floor retail shop with offices to the first, second and third floors having private access directly off Bridge Street. Both parts of the property benefit from separate gas fired central heating systems.

Bridge Street is situated within Walsall Town Centre leading directly off Lichfield Street and providing convenient access to Park Street, Walsall Train Station and a wide range of retail, leisure amenities and services available within the Town Centre.

### Planning

The property has separate access from Bridge Street to both ground and upper floors enabling subdivision of the property and may provide scope for

alternative use including residential conversion, subject to obtaining any necessary planning consent. Records on Walsall Council website state planning consent was granted on 27th November 2015 (Ref: 15/0293/FL) for conversion of the upper floors to 3 residential self contained flats. The planning consent has now lapsed.

### Accommodation

#### Ground Floor

##### Retail Shop

Office/Retail Shop with roller shutter front, Lobby, Rear Offices, Kitchen, lobby and Cloak Room with wc and wash basin

##### Office Accommodation

Private Ground Floor Entrance Hall leading directly off Bridge Street.

#### First Floor

Stairs and Landing, Front Office, Rear Office, Kitchen, Lobby to Shower Room with shower

enclosure, wash basin and wc

#### Second Floor

Stairs and Landing, Large Open Plan Office, Kitchen, Lobby to Cloak Room with wc and wash basin.

#### Third Floor

Open Plan Office and Store

### Net Internal Areas

Ground Floor: 51.28sq.mtrs (552sq.ft)

First Floor: 42.3sq.mtrs (467sq.ft)

Second Floor: 46.6sq.mtrs (502sq.ft)

Third Floor: 34.83sq.mtrs (375sq.ft)

**Total Net Internal Floor Area: 176.01sq.mtrs (1,896sq.ft) or thereabouts**

### Legal Documents:

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

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



**LOT 5**
**Freehold Vacant End Terraced House with Three Bedrooms**

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

**38 South Roundhay, Stechford, Birmingham, West Midlands B33 9PT**
**Property Description:**

An extended end terraced house of two storey brick construction surmounted by a pitched tile clad roof, set back from the road behind a large paved forecourt providing multi car parking and benefiting from gas fired central heating and UPVC double glazed windows but requiring some refurbishment and modernisation. The original bathroom has been converted to a third bedroom and a Showerroom is now located on the ground floor. The property forms part of a Residential Estate and is located via Gillscroft Road off both Church Lane and Crossfield Road within approximately 1/3 mile from Lea Hall Railway Station providing commuter access to Birmingham City Centre and Birmingham Airport/NEC.

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

Side Entrance Hall, Lounge (4.12m x 3.93m), Dining Kitchen (4.29m x 3.08m) plus (1.94m x 1.6m), Shower Room (2.24m x 1.37m) with glazed shower cubicle, vanity wash basin and WC

**First Floor**

Stair and Landing, Bedroom One (3.95m x 2.79m), Bedroom Two (3.31m x 2.51m), Bedroom Three (Formerly Bathroom) (2.35m x 2.23m).

**Outside:**

**Front:** Paved forecourt providing multiple car parking, pedestrian side access.

**Rear:** Paved patio and lawned garden.

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

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


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

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





## LOT 6

### Freehold Vacant Mid Terraced House with Three Bedrooms

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

102 Hagley Road West, Warley, Smethwick, West Midlands, B67 5EZ



#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a block paved forecourt and benefitting from three bedrooms, uPVC double glazed windows/external doors and gas fired central heating.

The property is situated between the junctions of Harborne Road and Beechwood Road forming part of a terrace of similar properties fronting Hagley Road West which is one of the main arterial routes into Birmingham City Centre lying within approximately 3 miles to the east. Lightwoods Park and Warley Woods are both within a third of a mile and retail amenities are available in both Bearwood and Quinton being within one mile.

#### Accommodation:

##### Ground Floor

Lounge: 3.46m x 3.38m, Dining Room: 3.36m x 3.71m, Kitchen: 3.02m x 1.77m, Rear Entrance Hall, Shower Room: 1.71m x 1.52m with glazed shower enclosure, pedestal wash basin, wc.

#### First Floor

Stairs & Landing, Bedroom One: 3.43m x 3.37m, Bedroom Two: 3.74m x 3.39m intercommunicating with Bedroom Three: 3.05m x 1.78m.

#### Outside:

**Front:** Block paved forecourt

**Rear:** Paved yard and lawned garden.

#### Legal Documents:

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

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





**LOT 7**
**Freehold Vacant End Town House on Large Plot with Potential to Extend**

\*Guide Price: £230,000 - £260,000 (+Fees)

**2 Bellamy Close, Shirley, Solihull, West Midlands, B90 3DJ**

**Property Description:**

A modern end town house situated in a cul-de-sac known as Bellamy Close which leads off Bellamy Farm Road and in turn off Longmore Road. The property is of modern cross wall construction with a pitched tile clad roof and benefits from two bedrooms, gas fired central heating, UPVC double glazed windows, side garage, large side garden, which may provide potential to extend the existing property and solar panels installed to the roof. The property is situated a popular and highly regarded residential area within 1/2 mile of Stratford Road (A34) providing direct access to Shirley Shopping Centre and the M42 Motorway (Junction 4).

**Solar Panels** The property contains 8 solar panels with total active PV surface area of 10.5 sqm, producing a PV output of approx. 1.48kwh. The panels were installed circa June 2011.

**Planning** The property occupies a large plot with side garden providing potential for extension of the existing dwelling and all interested parties should consult the local planning department at Solihull MBC prior to bidding to discuss any proposals they may have.

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

Porch, Reception Hall, Kitchen (2.69m x 2.48m) Lounge/Dining Room (4.37m x 4.34m)

**First Floor**

Stairs and Landing, Bedroom One (4.35m x 3.62m), Bedroom Two (3.5m x 2.47m), Shower Room with shower, wash basin, WC.

**Outside:** Front - Foregarden, gated vehicular access to paved driveway, garage (5.58m x 2.79m) with electric up and over door. Large side garden, part lawned garden with mature borders and shrubs.


**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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





**LOT 8**

**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



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**LOT 9**
**Freehold Vacant Mid Terraced House with Three Bedrooms**

\*Guide Price: £190,000 - £200,000 (+Fees)

**77 Victoria Road, Harborne, Birmingham, West Midlands B17 0AQ**
**Property Description:**

A mid terraced house of two storey brick construction with slate clad roof located in a most sought after residential area and benefitting from gas fired central heating and three bedrooms but requiring complete repair and refurbishment throughout.

Victoria Road is located between St Peters Road and War Lane and the property is conveniently within half a mile from Harborne High Street, which provides access to a wide range of retail amenities, bars and restaurants.

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

Entrance Hall, Reception Hall, Lounge (3.44m x 2.9m), Dining Room (3.84m x 3.43m), Inner Hall, Kitchen (4.1m x 2.29m), Potential Bathroom (2.43m x 1.92m) with WC only.

**First Floor**

Stairs and Landing, Bedroom One (3.85m x 3.44m) Bedroom Two (3.37m x 2.91m), Bedroom Three (3.01m x 2.11m).

**Outside:**

Front : Walled foregarden.

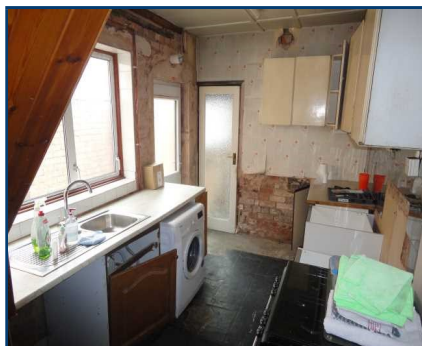
Rear: Paved yard, pedestrian right of way, lawned garden and a further yard area.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**--- Legal Documents Online ---**


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## LOT 10

**Freehold Retail/Commercial Investment - Rental £26,560 pa with potential**  
 \*Guide Price: £300,000 - £330,000 (+Fees)

**36 Warstone Lane, Jewellery Quarter, Birmingham, West Midlands, B18 6JQ**



### Property Description:

A substantial and prominent three storey building (rendered brick with slate roof) occupying a prime position in the heart of the Jewellery Quarter, 100m from "TW Clock" (Vyse Street/Frederick Street) and opposite Heritage Court. (Rail Station nearby and one mile from Birmingham City Centre).

The property comprises a well secured investment with a ground floor retail/jewellers shop and two self-contained upper suites of offices/work shops approached by a side staircase directly from Warstone Lane (residential potential)

### Schedule of Tenancies

**36 Warstone Lane** currently let to the Diamond Centre, with guarantors, on a full repairing and insuring lease for a period of 12 years with effect from 24th June 2012 the current rent is £21,000 per annum.

**36a Warstone Lane** First Floor the lease is let on a full repairing and insuring lease for a period of 12 years with effect from 24th June 2012 producing a rental of £4,000 per annum.

**(The tenant for both 36 and 36a has been in occupation for in excess of 20 Years)**

**36b Warstone Lane** Second Floor Tenant is currently holding over on an expired lease at an annual rental of £1,560 per annum (not increased for approximately 10 years)

### Accommodation:

#### Ground Floor

Self Contained retail shop (4.68m x 8.77m), Store (3.95m x 2.54m), Kitchenette and WC (2.63m x 1.71m).

Separate side access from Warstone Lane to:-

#### First Floor

Offices/Workshop

Room One (4.02m x 5.21m), Room Two (5.06m x 4.71m) WC (0.91m x 1.69m)

#### Second Floor

Offices/Workshop

Room One (4.00m x 3.73m), Room Two (1.65m x 3.54m), WC (1.70m x 1.55m).

#### Outside:

Rear: Courtyard

### Legal Documents:

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

### Viewings:

Via Cottons - 0121 247 2233





**LOT 11**
**Freehold Vacant End Terraced House with Three Bedrooms and Parking**

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

**A Potential Investment Opportunity within the Selly Oak Student Letting Area**
**262 Heeley Road, Selly Oak, Birmingham, West Midlands, B29 6EN**

**Property Description:**

A traditional end terraced house of two storey brick construction surmounted by a pitched tile clad roof and benefitting from three bedrooms, UPVC double glazed windows, gas fired central heating and car parking for two cars.

Heeley Road forms part of the Selly Oak student area and leads directly off Bristol Road (B384) and the property itself is located towards the Southern section between the junction of Fairgreen Way and Raddlebarn Road. Bristol Road contains a diverse range of retail and leisure amenities including bars, takeaways and restaurants and the property is conveniently within less than 1 mile from the University of Birmingham.

The property has previously been let to students whereby the front reception room has provided additional bedroom accommodation. The property offers potential for loft conversion to increase the number of bedrooms.

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

Reception Hall, Front Reception Room (3.47m x 2.85m maximum), Lounge (3.78m x 3.71m minimum), Kitchen (3.64m x 2.38m) with a range of fitted units, Bathroom (2.41m x 1.77m) with panelled bath having showing over, pedestal wash basin, WC.

**First Floor**

Stairs and Landing, Bedroom One (3.83m x 3.48m), Bedroom Two (3.74m x 2.14m), Bedroom Three (3.39m x 2.4m)

**Outside:**

Front: Tarmacadam forecourt providing car parking for two cars.

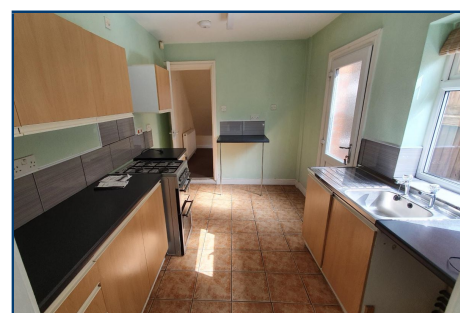
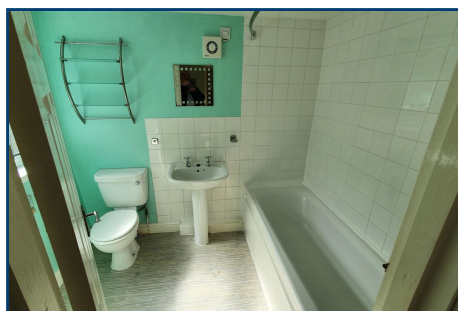
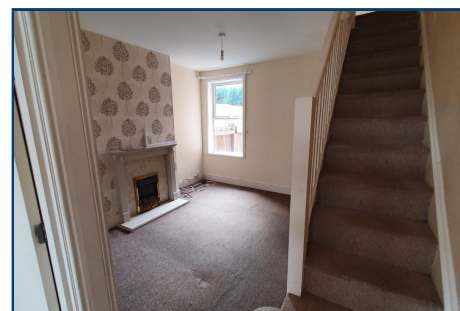
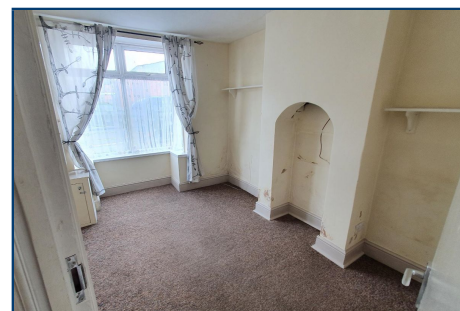
Rear : Brick paved yard, pedestrian right of way and long lawned garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 12

### 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 (potential for further bedrooms) 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

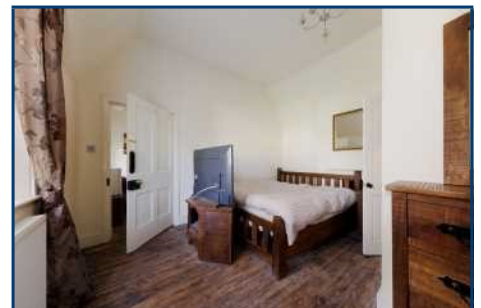
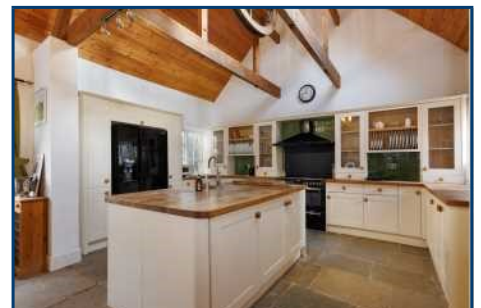
**First Floor** 86.3 sqm (929 sqft) approximately

**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: £680,000 - £730,000 (+Fees)



## LOT 13

### Freehold Vacant Detached Property (3 Self Contained Flats).

\*Guide Price: £265,000 - £275,000 (+Fees)

44 Elmdon Road, Acocks Green, Birmingham, B27 6LH



#### Property Description:

A detached property of brick construction surmounted by a tiled clad roof set back from the road behind a lawned foregarden. The property has been converted to provide three separate self contained flats. The property benefits from UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. Elmdon road is a cul-de-sac located off Yardley Road and the property is within a quarter of a miles distance from both Acocks Green railway station and the main shopping area that contains a wide range of shops and amenities.

#### Accommodation:

(All measurements are maximum length & width)

##### Ground Floor

Communal Entrance hallway with access to stairs:

**Flat 1:** Lounge (5.97 x 2.70m), Kitchen (3.22 x 2.42m), Bedroom (6.02 x 3.40m) and shower room (2.47 x 2.29m) having shower cubicle, wash basin and wc.

#### First Floor

**Flat 2:** Lounge (3.78 x 3.13m), Kitchen (2.55 x 1.96m), Bedroom 1 (3.94 x 3.26m) intercommunicating with Bedroom 2 (3.04 x 1.81m) and shower room (2.40 x 2.30m) having shower cubicle, wash basin and wc.

#### Second Floor

**Flat 3:** Lounge/Bedroom (5.18 x 4.54m), Kitchen (1.51 x 2.79m) and shower room (3.17 x 1.95m) having shower cubicle, wash basin and wc.

#### Outside:

Front: Lawned foregarden

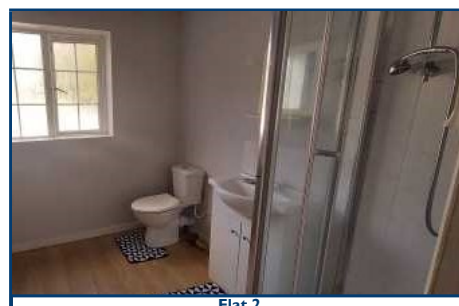
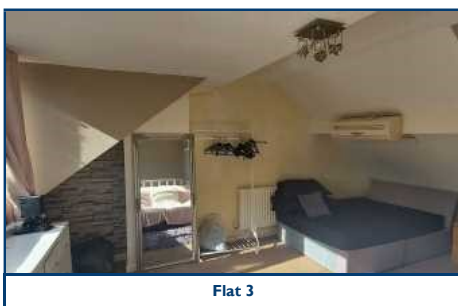
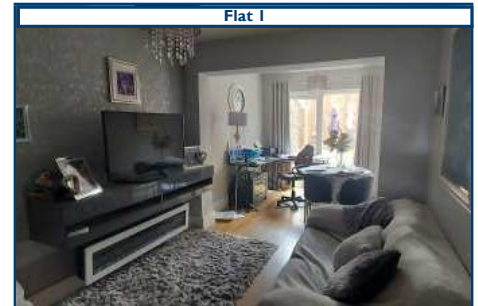
Rear: Garden Area

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233





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## LOT 14

### 132 - 134 Gravelly Hill, Erdington, Birmingham, B23 7PF



#### Property Description:

An excellent investment opportunity comprising a presentable and good quality block of six self contained flats fronting Gravelly Hill, with additional development opportunities to the rear car park having planning consent for the erection of a detached block of eight self contained apartments accessed by a rear vehicular right of way. The property occupies a large rectangular shaped plot extending to an area of approx. 1052sq metres (0.26 acres).

The existing property comprises a pair of three storey terraced former dwellings, constructed circa. 1900s of traditional brick construction surmounted by a pitched tile clad roof. The properties were refurbished, combined and converted circa. 2000 into six self contained flats (4 x two bedroom and 2 x one bedroom). Each flat provides well laid out accommodation benefitting from double glazed windows, gas fired central heating and separate utility meters.

There is a substantial rear car park accessed by a vehicular right of way off Compton Road with planning consent for the development of eight apartments with associated parking, access and landscaping

The property is situated on Gravelly Hill (A5127) in a predominately residential location and is conveniently situated for access to Gravelly Hill Train Station, Erdington High Street, Junction 6 of the M6 all within less than a mile, Aston University and Birmingham City Centre being within approximately three miles.

#### Planning

Planning permission was granted by Birmingham City Council on 28th April 2021 for the erection of a four storey residential block comprising eight

apartments with associated parking, access and landscaping (Planning Application No. 2021/01922/PA).

Six of the proposed flats are spacious 2x bedroom apartments each extending to approx. 72.3sq metres (788sq ft).

Two of the proposed flats are 1x bedroom apartments each extending to approx. 36.5sq m (393sq ft).

#### Tenancy Information

Flat known as Sherwood Rise: Let since 11th August 2018, now on statutory periodic tenancy paying £595pcm (£7,140 per annum).

Flat known as Loxley Rise: Let since 8th August 2020, now on statutory periodic tenancy paying £615pcm (£7,380 per annum).

Flat known as Sherwood Mews: Let since 4th May 2019, now on statutory periodic tenancy paying £595pcm (£7,140 per annum).

Flat known as Loxley Mews: Let since 7th December 2018, now on statutory periodic tenancy paying £575pcm (£6,900 per annum).

Flat known as Sherwood Garrett: Currently Vacant  
Flat known as Loxley Garrett: Let since 27th November 2014, now on statutory periodic tenancy paying £450pcm (£5,400 per annum).

**Total Current Rental Income: £2,830 per calendar month (£33,960 per annum).**  
**(Total Income when Fully Let: Circa £40,260 per annum)**

#### Existing Accommodation

Please refer to floor plan for layout and measurements (where possible).

#### Ground Floor

**Flat 132 Gravelly Hill (Known as Sherwood Rise)**

Accessed via own private front entrance, with lounge/kitchen area, two bedrooms and bathroom.

#### Flat 134 Gravelly Hill (Known as Loxley Rise)

Accessed via own private front entrance, with lounge/kitchen area, two bedrooms and bathroom.

Communal Entrance Hallways  
With stairs and landings.

#### First Floor

**Flat 132 Gravelly Hill (Known As Sherwood Mews)**

With lounge, kitchen, inner hallway, two bedrooms and bathroom.

**Flat 134 Gravelly Hill (Known as Loxley Mews)**

With lounge, kitchen, inner hallway, two bedrooms and bathroom.

#### Second Floor

**Flat 132 Gravelly Hill (Known as Sherwood Garrett)**

With lounge/kitchen area, bedroom and bathroom.

**Flat 134 Gravelly Hill (known as Loxley Garrett)**

With lounge/kitchen area, bedroom and bathroom.

**Outside:Front:** Landscaped gardens with decorative retaining walls.

**Outside:Rear:** Landscaped gardens with seating area, bike store and substantial car park area accessed via rear gated entry off rear service road accessed via Compton Road.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233

**Completion will be 56 days following exchange of contracts or sooner by mutual consent.**



**Freehold Residential Investment/Development Opportunity**  
\*Guide Price: £750,000 - £800,000 (+Fees)



ARCHITECTS IMPRESSION



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

## LOT 15

**42 Kelmscott Road, Harborne, Birmingham, West Midlands B17 8QN**



### Property Description:

An impressive extended detached family residence, set back behind a tarmacadam covered forecourt, of two-storey brick construction, surmounted by a pitched tile clad roof and offering extensive and well laid out accommodation with two reception rooms extended dining/kitchen, ground floor Shower room and four bedrooms.

The property occupies a substantial plot extending to approximately 0.15 acres ( 600 sq. m) with extensive rear garden and benefits from gas fired central heating, double glazed windows and external doors, off road parking for multiple cars and garage (newly replaced garage doors approximately 5 month old).

The property is generally offered for sale in a presentable condition (some modernisation works are required) and may provide scope for extension of the existing accommodation (subject to obtaining planning consent).

The property is located in the highly regarded residential area of Harborne and Kelmscott Road is situated between Lordwood Road (A4040) to the west and Gilhurst Road to the east and the property is within the immediate vicinity of Lordwood Girls School and approximately one mile from Norfolk House School, Bluecoat School and Harborne Academy. Harborne High Street is located within approximately one mile and the property is within two miles to the west of Birmingham City Centre.

### Accommodation

**(All measurements are maximum length & width)**

#### Ground Floor

Reception Hall: 4.69m x 2.87m, WC 1.35m x 0.68m, Lounge: 4.95m x 3.63m, Rear Sitting Room: 4.73m x 3.63m with patio doors, Extended Kitchen/Diner: 8.00m x 5.39m, with range of modern units, Utility Room: 1.83m x 2.97m with door to side and hot water combination boiler, Inner Lobby 1.52m x 1.26m, Shower Room 1.76m x 2.39m having shower cubicle, pedestal wash basin and wc and Garage: 5.43m x 2.48m having Ozo unvented water heater.

#### First Floor

Stairs and spacious Landing with loft access, Bedroom One (Double): 5.17m x 3.62m, Bedroom Two (Large Single): 3.50m x 2.42m, Bedroom Three (Double): 4.54m x 3.65m, Bedroom Four (Double): 3.07m x 2.86m, Family Bathroom 2.33m x 2.86m, comprising panel bath, separate shower cubicle, wash basin and wc.

### Outside:

**Front:** Tarmacadam covered forecourt providing off road car parking and access to garage, pedestrian side access to rear.

**Rear:** Paved patio and an extensive predominantly lawned garden.

### Legal Documents:

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

### Viewings:

Via Cottons – 0121 247 2233



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





**Freehold Vacant Detached Residence with Four Bedrooms in Sought After Location**  
\*Guide Price: £540,000 - £590,000 (+Fees)





## LOT 16

### Freehold Vacant Former Library Premises with Redevelopment Potential

\*Guide Price: £450,000 - £480,000 (+Fees)

By Instruction of the Liquidators of Bullivant Media Limited

The Old Library, Church Green West, Redditch, Worcestershire, B97 4DU



#### Property Description:

An imposing and attractive Victorian building prominently located at the Junction of Church Green West and Church Street and constructed circa 1885 of brick surmounted by a pitched tile clad roof and containing many architectural period features.

The existing property contains a main feature staircase serving all floors original stone framed windows to front and side elevations with UPVC double glazed windows to rear, air condition units to all major offices, electric panel heating, CAT 5 cabling and internally benefits from high ceilings, which may allow for addition of mezzanine floors.

The property was originally the home of Redditch Literary and Scientific Institute later extended and becoming Redditch Library in the 1950's. Following provision of new library facilities within Redditch Town Centre the property was vacated and has most recently been used as offices of the Newspaper and Media Publication Firm, Bullivant Media Limited.

The property is located with Redditch Town Centre directly to the North of the main retail area and is situated pleasantly overlooking Church Green and Redditch Band Stand, adjacent to an area identified by Redditch Borough Council for redevelopment and known as the North West Quadrant Strategic Town Centre regeneration site.

#### Planning

The property may be suitable for re-development and alternative use including Leisure and Residential and all interested parties should discuss any proposals which they may have for the site with the Local Planning Department at Redditch Borough Council, prior to bidding.

#### Accommodation

##### Ground Floor

Front entrance hall, reception office, 5 private offices, 2 large open plan offices, ladies, gents and disabled toilets, kitchen and side entrance hall off Church Street with impressive wooden staircase.

##### First Floor

Stairs and Landing, Open Plan office One with four partitioned offices/rooms. Open Plan office Two large corridor area, three private offices and kitchen.

##### Second Floor

Stairs and Landing, Office/Server Room (No Window) and loft storage.

**Rear Building** located off Church Street, with private secure entrance, basement level partially covered enclosed yard area and access to cellar.

##### Ground Floor

Entrance hall with office,

##### First Floor

Toilet and office.

#### Gross Internal Areas:

**Ground Floor:** 442.42 sqm (4762 sqft)

**First Floor:** 442.42 sqm (4762 sqft)

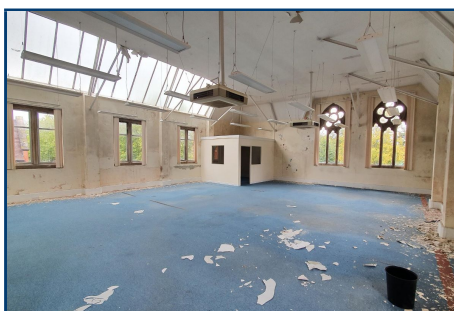
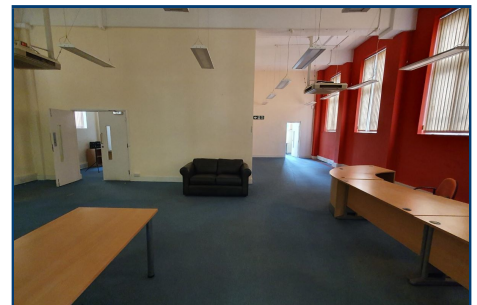
**Second Floor:** 72.47 sqm (780 sqft)

**Total Floor Area :** 957.31 sqm (10304 sqft)

#### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233





**LOT 17**
**Freehold Investment - Two Bedroom Mid Terraced House**

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

**63 George Road, Hay Mills, Birmingham, West Midlands B25 8HX**
**Property Description:**

A mid terraced house of traditional two storey brick construction surmounted by a pitched tile clad roof and set back from the road behind a walled fore garden. The property benefits from two bedrooms, gas fired central heating, UPVC double glazed windows.

The property forms part of an established residential area with George Road located off Speedwell Road, which in turn leads off Kings Road and provides access to Coventry Road (A45) to the North and Warwick Road (A41) to the South.

The property is currently let on an Assured Shorthold Tenancy Agreement for a term of 2 years from 26th February 2022 at a current rental of £400 per calendar month (£4800 per annum). The tenant has been in occupation for several years.

**Accommodation**

At the time of preparing the details the property has not been inspected internally by the Auctioneers, we are advised that the accommodation is as follows:

Two Reception Rooms, Kitchen, Two Bedrooms, Bathroom.  
 Total Floor Area: 76 sq.ms approx.

**Outside:** Front : Walled foregarden.

**Outside:** Rear: Long lawned garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 18**
**Freehold Vacant Derelict Bungalow (Redevelopment Opportunity)**

\*Guide Price: £75,000 - £85,000 (+Fees)

**Bungalow Rear of 628 To 636, Kingsbury Road, Birmingham, Birmingham B24 9PJ**
**Property Description:**

A derelict, detached bungalow situated within parcel of land extending to approximately 397.74 sq.m (4,281 sq.ft). The bungalow itself requires redevelopment or the site may offer potential for demolition of the existing property and redevelopment of a new proposed scheme, all interested parties must satisfy themselves in full with any proposals they have prior to bidding with Birmingham City Council.

The property is accessed via a shared driveway between No 636 Tyburn road and the Lidl Supermarket next to the junction where the Kingsbury road and the Tyburn road meet.

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

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



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



Entrance From Kingsbury Road





## LOT 19

### Leasehold Vacant Two Bedroom Maisonette

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

#### 12 Shirlett Close, Aldermans Green, Coventry, West Midlands CV2 1PG

##### Property Description:

A self-contained purpose built first floor maisonette forming part of a two storey development of brick construction surmounted by a pitched interlocking tile clad roof and benefitting from two bedrooms UPVC double glazed windows and electric heating and lock up garage located in a nearby block.

Shirlett Close comprises of a cul-de-sac which leads off Jackers Road and which in turn leads off Aldermans Green Road (B4109). The property is conveniently located approximately 4 miles to the Northeast of Coventry City Centre and within less than 1/2 mile from open countryside.

##### Accommodation:

###### Ground Floor

Side entrance hall.

###### First Floor

Stairs and landing, Lounge 4.34m x 3.35m, Kitchen 3.23m x 1.79m, Bedroom One (Double) 3.79m x 3.02m, Bedroom Two (Single) 3.26m x 1.94m, Bathroom 1.85m x 1.69m with bath having shower over, wash basin and W.C.

**Outside:** Rear: Garden and a lock up garage located in a nearby block.

##### Legal Documents:

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

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



## LOT 20

### Freehold Lock Up Garage Investment and Small Parcel of Land

\*Guide Price: £300 - £500 (+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.

Garage 33 is subject to a long leasehold interest for a term of 99 years from 25th March 1965 at a ground rent of £25.00 per annum.

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 offered for sale.

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

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

##### Legal Documents:

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

**Viewings:** External Only



Land adj 25 & 27 Cambrian Lane



Garage 33, Daywell Rise



**LOT 21**
**Freehold Vacant Semi Detached House**

\*Guide Price: £114,000 - £119,000 (+Fees)

**3 Pleasant Street, Hill Top, West Bromwich, West Midlands B70 0RF**
**Property Description:**

A traditional semi-detached house of two storey brick construction with pitched clay tile clad roof, set back from the road behind a fore garden and benefitting from uPVC double glazed windows and gas fired central heating but requiring modernisation and cosmetic improvement.

The property forms part of an established residential area is located off Hill Top conveniently within approx. two miles from both Sandwell Hospital and West Bromwich Town Centre providing access to a wide range of retail amenities and services and three miles from the M5 motorway (Junction 1).

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

Hallway, Lounge 5.14m x 2.97m, Kitchen 3.89m x 2.2m max.

**First Floor:**

Stairs and Landing, Bedroom One 4.82m x 2.92m, Bedroom Two 3.33m x 2.79m and Bathroom with panel bath, wash basin and wc.

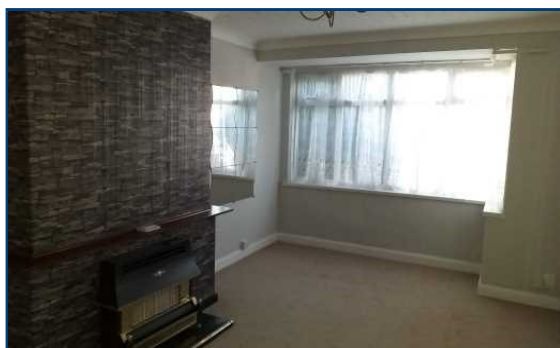
**Outside:** Front: Fore garden

**Outside:** 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 22**

**Leasehold Vacant Detached House (0.14 Acres)**  
\*Guide Price: £220,000 - £240,000 (+Fees)

**The Lodge, 392 Kingsbury Road, Erdington, Birmingham, West Midlands B24 9SE**

**Property Description:**

A detached property of brick construction surmounted by a tiled roof located in a substantial plot extending to approximately 0.14 Acres (566.27 sq.m). The property require complete modernisation and improvement throughout. The property and land may be suitable for extension/redevelopment works however all interested parties must satisfy themselves in full in relation to any proposed schemes with Birmingham City Council prior to bidding. The property is located close to the junction with Spring Lane and adjacent to Rookery Park.

**Planning:**

Planning consent was granted by Birmingham City Council dated 13th September 2022 (ref:2022/05085/PA) for the erection of a garage to the rear. a copy of the planning is available to view from the councils website [www.birmingham.gov.uk](http://www.birmingham.gov.uk)

**Accommodation:**

(All measurements are maximum length & width)

**Ground Floor:**

Entrance Hall, Lounge (4.08m x 3.68m), Dining Room (3.68m x 4.08m), Kitchen (3.86m x 3.24m) having no fitments, Utility Room (1.75m x 3.47m), WC (1.75m x 0.89m), Stairs

**First Floor:**

Landing, Bedroom 1 (3.70m x 3.39m), Bedroom 2 (3.73m x 3.39m), Bathroom (3.23m x 3.28m) having WC and no further fitments.

**Outside:**

Side and rear gardens.

**Leasehold Information:**

**Term:** TBC

**Ground Rent:** One Peppercorn

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



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

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## LOT 23

### Freehold Investment - Semi Detached House with Three Bedrooms

\*Guide Price: £170,000 - £178,000 (+Fees)

#### 73 Rock Road, Olton, Solihull, West Midlands B92 7LD

##### Property Description:

A traditional semi-detached house of two storey part rendered brick construction surmounted by a hipped tile clad roof set well back from the road behind a lawned foregarden and having potential for parking or the erection of a garage located at the rear and served by a shared vehicular right of way.

The property benefits from three bedrooms, gas fired central heating and UPVC double glazed windows.

The property forms part of a well-regarded residential area and is situated close to the junction with Howard Road. Rock Road leads off Pierce Avenue which in turn leads off Lincoln Road North and the property is conveniently located within less than one mile from Acocks Green Shopping Centre, providing access to a wide range of retail amenities.

The property is currently let on an Assured Shorthold Tenancy for a term of 12 months from the 5th December 2021 at a rental of £550 per calendar month (£6600 per annum). The current tenant has occupied the property for several years.

##### Accommodation

At the time of preparing the details the property has not been inspected internally by the Auctioneers and we are advised that the accommodation is as follows:

Reception Room, Kitchen, Three Bedrooms, Bathroom.

Total Floor Area: 59 sq.m. approx.

**Outside:** Front: Lawned fore garden.

**Outside:** Rear: Garden with potential for erection of a garage.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 24

### Freehold Land (3.02 Acres)

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

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

##### Property Description:

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

##### Planning:

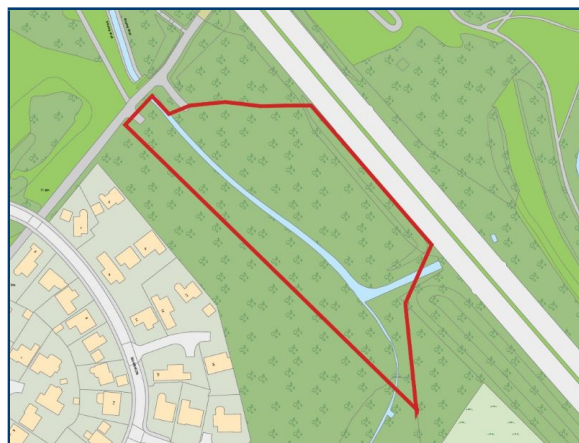
All interested parties must satisfy themselves in full with any plans or proposals they may have with Tamworth Borough Council prior to bidding.

##### Legal Documents:

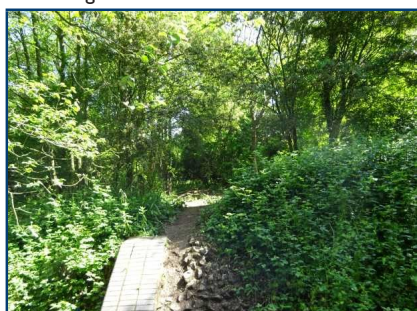
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons - 0121 247 2233



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



Access to Land

## LOT 25

### Freehold Vacant Three Bedroom Semi Detached House

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

18 Dean Road, Erdington, Birmingham, West Midlands, B23 6QF



#### Property Description:

Three bedroom semi detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a hedged fore garden.

The property benefits from having UPVC double glazing and gas fired central heating, along with three reception rooms and kitchen to the ground floor, three bedrooms and shower room to the first floor. The property does require some modernisation and improvement.

The property is located on Dean Road, which can be found off Johnson Road. The property is within walking distance to Erdington Railway Station and within 1/4 mile distance from Erdington High Street, which provides a wide range of shops and amenities.

#### Accommodation:

**Ground Floor** Entrance Porch, Entrance Hallway, Lounge (4.22 x 3.81m), Rear Reception Room (4.52 x 3.12m), Dining Room (4.09 x 2.88m), Kitchen (1.97 x 2.99m), Store x 2.

**First Floor** Stairs and Landing, Bedroom One (3.46 x 5.07m), Bedroom Two (4.52 x 3.19m), Bedroom Three (3.35 x 2.88m) and Shower Room (2.36 x 1.91m) having shower cubicle, wash basin and WC.

#### Outside:

Front : Hedged foregarden.

Rear : Lawned garden and brick built store

#### Legal Documents:

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

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





**LOT 26**
**Freehold Investment - High Street Retail Shop and Two Flats**

\*Guide Price: £130,000 - £140,000 (+Fees)

**23 High Street, Black Heath, Rowley Regis, West Midlands B65 0DR**
**Property Description:**

A two storey mid terraced retail shop forming part of the busy High Street located in Blackheath Town Centre and benefitting from a high level of passing trade and pedestrian foot flow. The High Street contains a wide range of both local and multiple retailers serving the surrounding densely populated residential area. Blackheath is situated approximately 2 miles to the North of Halesowen and 7 miles to the West of Birmingham City Centre. The property itself comprises of a ground floor retail shop having rear vehicular access located off Payne Street and providing access to two first floor flats.

**Tenancy Information:**

**Ground Floor:** Currently Let to Midlands Air Ambulance Charity on a lease where the tenant is currently holding over at a rental of £500 per calendar month (£6,000 per annum). Note: The tenant is in the process of renewing the lease for a further 2 year term.

**Flat 23A:** Let on an Assured Shorthold Tenancy at a rental of £70 per week (£3,600 per annum).

**Flat 23B:** Let on an Assured Shorthold Tenancy at a rental of £300 per calendar month (£3,640 per annum).

**Total Rental Income: £13,240 per annum.**

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

Retail Shop 53 sq.m with aluminium shop front and roller shutter protection. Rear Retail Area: 13 sq.m with sink and staff toilet. Rear Store: 7 sq.m.

**First Floor:** External stair access to flat accommodation with Shared Reception Hall,

**Flat 23A:** Bed/Living Room, Kitchen, Shower Room with WC and Wash Basin.

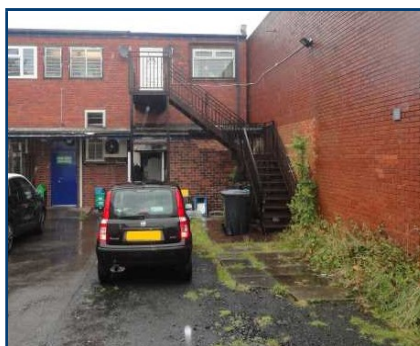
**Flat 23B:** Bed/Living Room, Kitchen, Shower Room with WC and Wash Basin.

**Outside:** Front: Block paved forecourt.

**Outside:** Rear: Tarmac yard located off Payne Street, providing off road car 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 27**

**Freehold Vacant House Conversion – Two Self Contained Flats**

\*Guide Price: £46,000 - £51,000 (+Fees)

**326 Weelsby Street, Grimsby, South Humberside DN32 8AE**

**Property Description:**

A traditional mid terrace house of two storey brick construction with pitched interlocking tile clad roof, set back from the road behind a walled forecourt. The property has been converted into two well laid out self-contained one bedroom flats benefitting from uPVC double glazed windows, modern bathroom suites, electric heaters located in the principal rooms and separate utility metres. The property would benefit from additional modernisation throughout and provides excellent investment potential. The property is located within an established residential area circa 1 mile from Grimsby Town Train Station and Town Centre.

**Accommodation:**

Communal Entrance Hallway providing access to both flats.

**Ground Floor: Flat 326** – Kitchen: 3.91m x 2.62m, Living Room: 3.54m x 3.53m, Inner Hallway, Bathroom: Panel Bath with shower over, wash basin and wc, Double Bedroom: 3.83m x 2.96m.

**Ground Floor: Flat 326b** – Hallway and stairs leading up to **First Floor** - Landing, Living Room: 4.61m x 3.57m, Kitchen: 3.89m x 2.82m, Bathroom: Panel Bath with shower over, wash basin and wc and Double Bedroom: 4.12m x 2.99m.

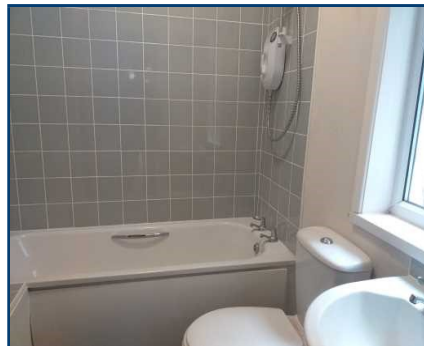
**Outside:** Front: Small Foregarden

**Outside:** Rear: Private rear courtyard for exclusive use for ground floor flat 326.

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

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

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## LOT 28

### Freehold Investment - Mid Terraced House with Two Bedrooms

\*Guide Price: £130,000 - £140,000 (+Fees)

#### 60 Tew Park Road, Handsworth, Birmingham, West Midlands B21 0TR

##### Property Description:

A traditional mid-terraced house two storey brick construction having rendered front elevation surmounted by a pitched tile clad roof and set back behind a walled fore garden. The property benefits from two bedrooms UPVC double glazed windows and gas fired central heating and forms part of an established residential area. Tew Park Road leads directly off Boulton Road and the property is conveniently within a 1/3 mile from Soho Road (A41) providing access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum).

##### Accommodation:

At the time of preparing the details the property has not been inspected internally by the Auctioneers and we are advised that the accommodation is as follows:

**Ground Floor:** Dining Room, Kitchen.

**First Floor:** Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with WC.

**Outside::** Front: Walled foregarden.

**Outside::** Rear: Rear garden.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 29

### Leasehold Vacant One Bedroom Apartment (Virtual Freehold)

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

#### Apartment 4, Newhall Court, George Street, Birmingham, West Midlands B3 1DR

##### Property Description:

A modern one bedroom apartment contained within a converted block. The property provide well laid out accommodation and benefits from having, electric heating, secure communal areas and allocated parking space. The property is situated on George Street and the block itself is within walking distance of St Pauls square, the Jewellery Quarter, Birmingham Snow Hill Station and Birmingham City Centre.

##### Leasehold Information

Terms: 999 years from 1st January 2001

Ground Rent: £50 per annum

Service Charge: Refer to Legal Pack

##### Accommodation:

**Ground Floor** - Communal Entrance providing access to stairs

**Second Floor** - Entrance Hallway, Open Plan Lounge and Kitchen Area, Bedroom and Bathroom having panel bath with shower over, wash basin and WC, stairs to

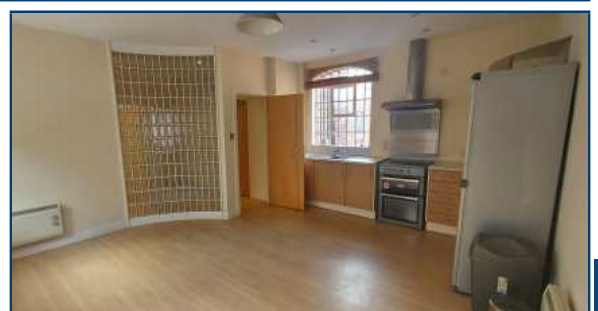
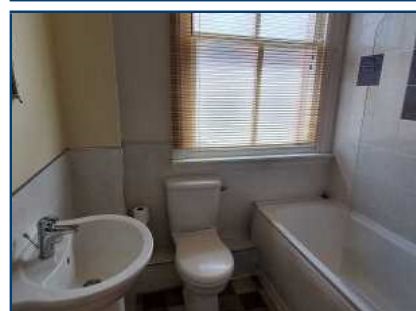
**Outside:** - Communal gardens and allocated underground car parking space

##### Legal Documents

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

**Viewings** - Via Cottons

0121 247 2233



## LOT 30

**Freehold Investment Opportunity (6 Self Contained Flats, £32,580 pa)**  
 \*Guide Price: £330,000 - £360,000 (+Fees)

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



### Property Description:

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

### Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:

**Flat 1** £480 pcm (£5,760 per annum) 25 Years in occupation

**Flat 2** £500 pcm (£6,000 per annum)

**Flat 3** £480 pcm (£5,760 per annum) 15 Years in occupation

**Flat 4** £415 pcm (£4,980 per annum) 4 Years in occupation

**Flat 5** £425 pcm (£5,100 per annum) 5 Years in occupation

**Flat 6** £415 pcm (£4,980 per annum) 5 Years in occupation

**Total Rental Income: £2,715 pcm (32,580 per annum)**

### Accommodation:

(All measurements are maximum length & width)

#### Ground Floor

**Flat 1** Entrance Hallway, Lounge (4.40 x 2.99m), Bedroom (3.41 x 3.60m), Kitchen (3.54 x 2.68m)

and Shower room (1.85 x 2.44m).

**Flat 6** Lounge/Bedroom/Kitchen and Shower room and Shower room (1.85 x 2.44m).

#### First Floor

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

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

#### Second Floor

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

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

### Outside:

**Front** Walled Foregarden and Side Garage.

**Rear** Garden

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

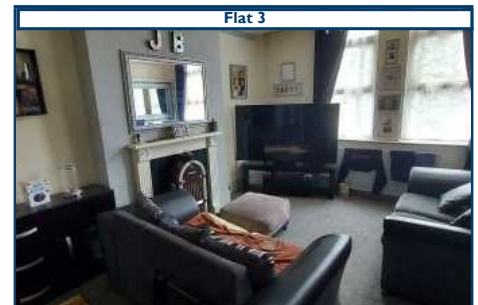
**Viewings:** Via Cottons – 0121 247 2233



Flat 5



Flat 1



Flat 3



Flat 1



**LOT 31**
**Freehold Vacant Former Banking Premises with Re-development Potential**

\*Guide Price: £220,000 - £250,000 (+Fees)

**14 Station Road, Albrighton, Wolverhampton, West Midlands, WV7 3QG**

**Property Description:**

A re-development opportunity located in the sought-after Shropshire Village of Albrighton and comprising of a former banking premises with attached rear barn, driveway and parking area.

The property was formerly occupied by Barclays Bank located in the village centre alongside a range of local retail amenities and services and has previously had planning consent for conversion of the building into three residential dwellings.

The property is brick construction with pitched tile clad roof and the height of the rear barn is suitable for creation of first floor/mezzanine accommodation.

Station Road runs directly off Albrighton Bypass (A41) to the North and leads to High Street in the South and Albrighton comprises of a popular village with its own Railway Station located on Station Road and both the station and the A41 provide commuting access to Wolverhampton being within approximately 10 miles to the South East.

**Planning History:**

Planning consent was granted by Shropshire Council (Reference 11/01080/FUL) and dated 29th November 2011 for conversion of former banking premises and attached barns into three residential dwellings to include insertion of roof lights. This planning consent has now lapsed and all interested parties should contact the Planning Department at Shropshire Council prior to bidding to discuss any proposals they may have for the site.

**Accommodation**
**Ground Floor**

Former banking hall, office, lobby, barn with various storage rooms to the ground and first floors, toilets with WC and wash basin.

**Total Gross Internal Area:** 218 sq.m (2346 sq.ft)

**Legal Documents:**

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

**Viewings:**

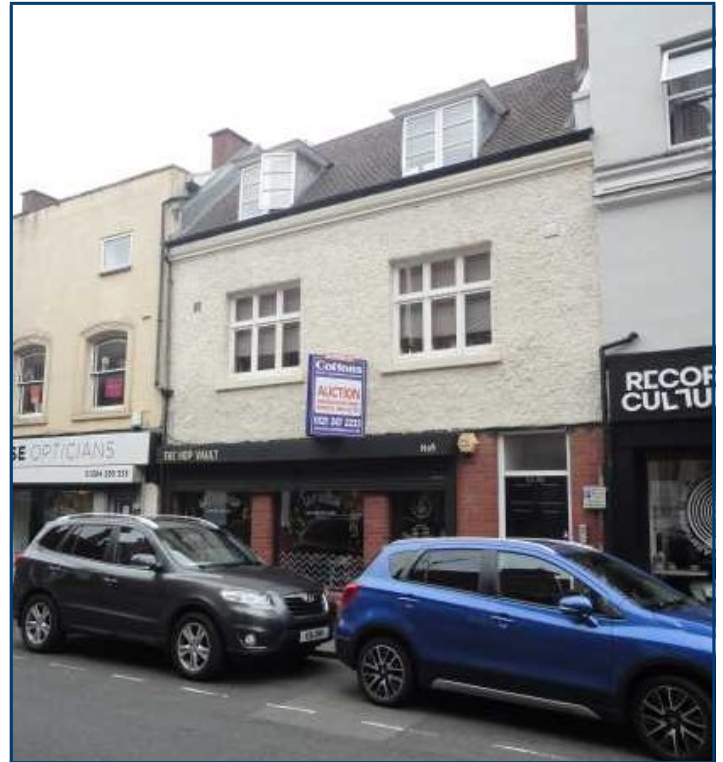
Via Cottons - 0121 247 2233



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

## LOT 32

### 9 Market Street, Stourbridge, West Midlands DY8 1AB



#### Property Description:

A valuable investment opportunity comprising of a Town Centre retail property of three storey brick construction with rendered front elevation surmounted by a pitched tile clad roof and comprising a craft beer bar and retail shop to the ground and rear first floor and two self contained flats to the first and second floors.

The property is offered for sale in a presentable and well maintained condition having been recently refurbished throughout and benefits from separate gas fired central heating systems and utility meters.

The property is located within the busy Stourbridge Town Centre, directly fronting Market Street virtually opposite the Crown Centre/Smithfield Market which includes a Tesco supermarket and is within 100 metres from Ryemarket Shopping Centre which includes a Waitrose supermarket.

#### Tenancy Information

**Ground Floor** Let trading as the Hop Vault Craft Beer Bar and Retail Shop on a lease for a term of 10 years to Black Country Crafts Ltd commencing 6th September 2021, at a current rent of £10,500 per annum increasing to £11,500 per annum from 1st September 2023 and rising again to £12,500 per annum from 1st September 2024.

**Flat 9A (Front)** Currently Let on an Assured Shorthold Tenancy renewed for a term of 6 months from 29th October 2022 at a rental of £625 per calendar month (£7,500 p.a.).

**Flat 9B (Rear)** Currently Let on an Assured Shorthold Tenancy from 30th September 2022 at a rental of £650.00 per calendar month (£7,800 p.a.).

**Total Current Rental Income: £25,800 p.a.**

#### Accommodation:

##### Ground Floor (The Hop Vault Bar)

Retail/Bar area 60.64 sq.ms (652 sq.ft), Beer Cellar

and Cold Store 15.66 sq.m (168 sq.ft), Rear Bar 21.59 sq.m (233 sq.ft), Corridor with Seating 6.36 sq.m (68 sq.ft) Rear Lobby/Seating Area 11.41 sq.m (122 sq.ft), Bank Vault/Safe leading off.

#### Stairs to Rear first floor

Landing Area 6.99 sq.m (75 sq.ft) Kitchen 5.26 sq.m (56 sq.ft maximum), Lobby to Ladies and Gents Toilets each with wash basin and WC, Store Room 5.45 sq.m (59 sq.ft) with walk in store cupboard.

#### Flat Accommodation

Access by a private secure entrance off Market Street with security door entry system

##### Flat 9a

##### First Floor

Reception hall, Shower Room with shower enclosure, wash basin, WC, Open Plan Lounge/Dining/Kitchen area with range of modern fitted units.

##### Second Floor

Two large double bedrooms with walk in storage room,

##### Flat 9b (Rear)

##### First Floor

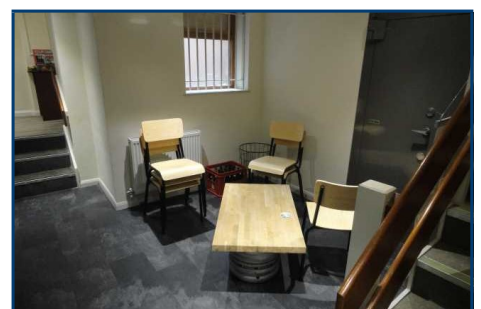
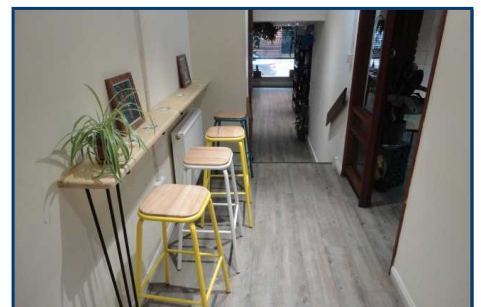
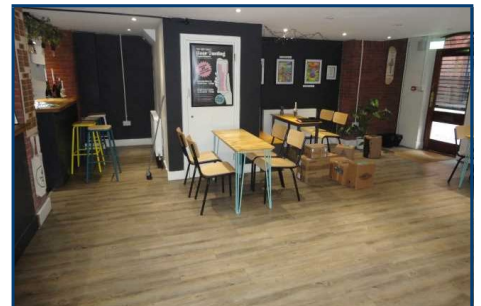
Open Plan Lounge/Dining/Kitchen with range of modern fitted units, Shower Room with WC and wash basin, mezzanine floor, twin stairs to Two Bedroom areas.

#### Legal Documents:

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

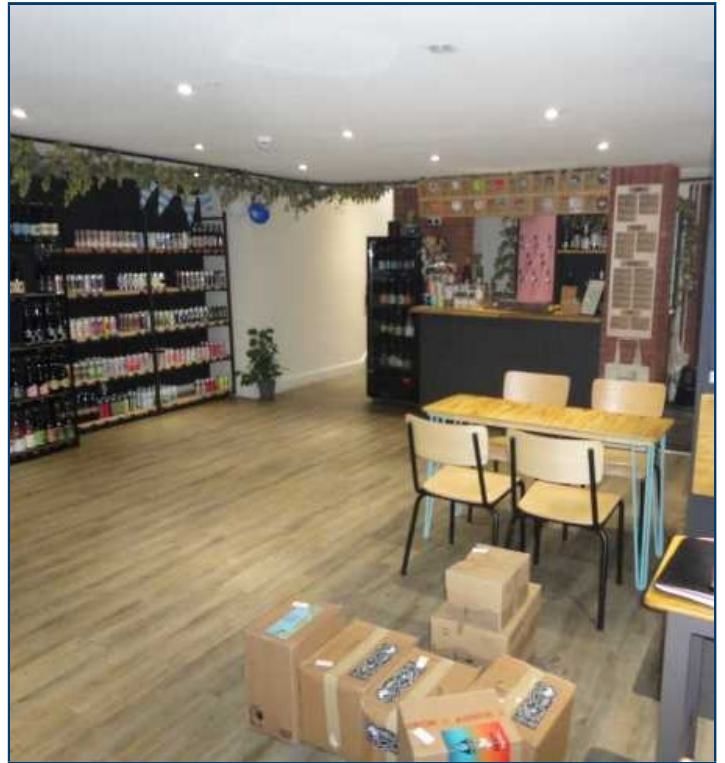
#### Viewings:

Via Cottons - 0121 247 2233





**Freehold Town Centre Investment comprising Bar & Two Self Contained Flats**  
\*Guide Price: £300,000 - £330,000 (+Fees)



## LOT 33

### Land East Side of, Grove Street, Heath Town, Wolverhampton, West Midlands WV10 0PY



ARCHITECTS IMPRESSION

#### Property Description:

A vacant former industrial site and freehold development opportunity comprising an elongated triangular shaped parcel of land covering an area of approximately 1.5 acres (0.6 hectares). The site is accessed from the southern section of Grove Street which comprises of a cul-de-sac leading directly off Wolverhampton Road (A4124) and the full length of the site benefits from a frontage directly overlooking Wyrley and Essington Canal which provides an ideal water feature for any future development. The site forms part of a mixed commercial and residential area located within less than one and a half miles distance from both Wolverhampton City Centre to the south west and New Cross Hospital situated to the north east of the site.

#### Planning

Planning consent was granted by Wolverhampton City Council on 5th February 2021 (Ref: 20/00567/OUT) for residential development for the erection of a four storey apartment block containing 56 two bedroom apartments with associated parking and landscaping.

Note: The development is subject to a S.106 agreement and all interested parties should refer to the legal documents for full details. A copy of the planning consent and associated documents are available from both [www.wolverhampton.gov.uk](http://www.wolverhampton.gov.uk).

#### Planning History

Planning consent was granted by Wolverhampton City Council on 24th April 2013 (Ref: 10/01256/FUL) for residential development for the erection of 29 town house dwellings and three storey apartment block containing 6 dwellings and associated parking. This consent has now lapsed.

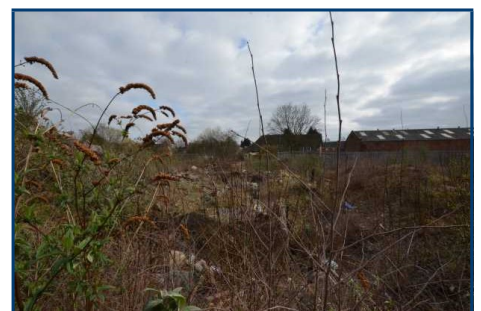
#### Legal Documents:

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

#### Viewings:

External Only

**Completion will be 56 days following exchange of contracts or sooner by mutual consent.**





**Freehold Development Site for 56 Two Bedroom Apartments with Canal Frontage**  
\*Guide Price: £625,000 - £655,000 (+VAT) (+Fees)



ARCHITECTS IMPRESSION



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



## LOT 34

### Freehold Vacant Former Office Building - Planning Consent for Four Flats

\*Guide Price: £300,000 - £325,000 (+Fees)

**Marlborough House 11 St James's Road, Dudley, Dudley, DY1 1JG**



#### Property Description:

An attractive and substantial former semi-detached house of two storey part rendered brick construction, set back behind a walled foregarden and benefitting from a side driveway leading to rear carparking area and occupying a large plot extending to an area of circa 0.18 acres (732sq.m).

The property was previously used as a Citizen Advice Bureau Office, however, has since benefitted from planning consent for conversion to a Baby and Toddler Academy and more recently for change of use and redevelopment of four self-contained flats.

St James's Road is a wide tree lined road containing a range of attractive traditional buildings used and occupied as residential dwellings/apartments and professional offices.

#### Planning:

The property has previously been used for offices. Planning consent was granted by Dudley MBC (Reference: P19/1311) on 7th November 2019 for change of use from offices to a Baby and Toddler Academy.

Planning consent was granted by Dudley MBC (Reference: P21/0857/PN30) for change of use from offices to residential to comprise of four residential units. A copy of the planning consent and all relevant information are available on Dudley MBC planning portal.

#### Accommodation:

**Ground Floor** Reception Hall, 8 Offices/Consulting Rooms, Disabled Toilet with WC and wash basin, Kitchen, Rear Entrance Hall with Two Stores, Cellar.

**First Floor** Feature stairs and large landing area with store, 8 Offices/Consulting Rooms,

Toilet with WC and wash basin.

**Outside:** Walled foregarden, side driveway to rear private carparking area.

#### Gross Internal Areas

**Cellar:** 15.66 sq.ms (168 sq.ft)

**Ground Floor** 120.2 sq.m (1294 sq.ft)

**First Floor** 120.2 sq.m (1294 sq.ft)

**Total Area** Total Area: 256.06 sq.ms (2756 sq.ft)

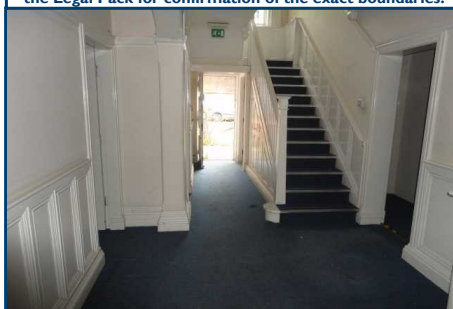
#### Legal Documents:

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

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



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





## LOT 35

**Freehold Vacant Retail Shop**  
 \*Guide Price: £120,000 - £130,000 (+Fees)

### 16 Peckingham Street, Halesowen, West Midlands B63 3AN

#### Property Description:

A two-storey, mid terraced retail shop, forming part of a busy pedestrianised location within Halesowen town centre and benefitting from a high level of passing trade and pedestrian footflow. The property benefits from having roller shutter frontage, rear access with parking space and electric heating. The Town centre contains a wide range of both local and multiple retailers serving the surrounding densely populated residential area, and the property is adjacent to other popular shops including Save the Children, Scope, Subway and the Post Office. Peckingham street is located off both Hagley Street and Birmingham Street. Halesowen is located approximately 8 miles west of Birmingham City Centre.

#### Accommodation:

##### Ground Floor:

Retail Area: 58.9 sq m (635 sq ft), with roller shutter front and door to rear, stairs

##### First Floor:

Ancillary Storage/Sales Accommodation 36.20 sq m (390 sq ft), Office 10.71 sq m (115 sq ft), Inner Hallway 3.47 sq m (37 sq ft), W/C with wash basin 4.46 sq m (48 sq ft).

##### Outside:

Rear: Allocated parking space.

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



Rear Of Property



First Floor



Ground Floor

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## LOT 36

**Freehold Mixed-Use Investment Located in a Neighbourhood Retail Parade**  
 \*Guide Price: £420,000 - £450,000 (+Fees)

**23, 25 & 27 Alvechurch Road, West Heath, Birmingham, West Midlands, B31 3JW**



### Property Description:

A mixed-use investment opportunity comprising of three, two storey terraced properties containing three ground floor retail units and a double width restaurant premises (23A & 25A) and a self contained flat (27A) to the first floor.

23 and 25 Alvechurch Road were constructed circa 1960 of brick surmounted by a flat roof and abutting directly to 27 Alvechurch Road, which comprises of a traditional built two storey premises constructed circa 1900 and surmounted by a pitched tile clad roof.

The properties are set back from Alvechurch Road, behind a service road and form part of a busy neighbourhood Shopping Centre located in the popular suburb of West Heath which is situated approximately 8 miles to the South of Birmingham City Centre.

The property is located between the Junctions of Lilly Lane and Redhill Road. Alvechurch Road leads directly to Birmingham Road (A441) which provides direct access to the M42 motorway (Junction 2).

### Tenancy Information

**23 Alvechurch Road:** Ground Floor: Let to Ladbrookes PLC on a lease for a term of 15 years from 29th September 2009 at a rental of £7,500 per annum.

**25 Alvechurch Road:** Let to Sue Ryder Foundation on a lease for a term of 10 years from 8th February 2013 at a rental of £10,500 per annum.

**27 Alvechurch Road:** Currently Vacant (previously let at £6,000 per annum).

**23A, 25A, 27A Alvechurch Road** Restaurant and residential flat, let on a combined lease for a term of 25 years from 18th October 2000 at a rental of £13,000 per annum.

**Total Current Rental Income: £31,000 p.a.**  
**Total Rental Income (when fully let) circa £37,000 p.a.**

### Accommodation

The accommodation has not been internally inspected by the Auctioneers and all details and measurements have been obtained from the Valuation Office Agency website.

### Ground Floor

**23 Alvechurch Road:** Bookmakers shop with retail area, internal storage, kitchen and public toilets, net internal area 102.1 sq.m (1099 sq.ft),

**25 Alvechurch Road** Charity Shop with retail area and staff room 129.2 sq.m (1390 sq.ft).

**27 Alvechurch Road** Retail Shop kitchen and internal storage 54.1 sq.m (582 sq.ft).

### First Floor

**23A - 25A Restaurant Premises:** 139.3 sq.m (1499 sq.ft), with public toilets, staff toilets and living accommodation (previously known as 25B)

**27A Alvechurch Road** Self-contained flat.

### Legal Documents:

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

### Viewings:

Via Cottons - 0121 247 2233





**LOT 37**
**Freehold Vacant Secure Yard and Buildings - Development Potential**

\*Guide Price: £200,000 - £220,000 (+Fees)

**Land Lying to East of Clive Road, Quinton, Birmingham, West Midlands, B32 1HN**

**Property Description:**

A rectangular shaped parcel of land accessed from Clive Road by a shared vehicular right of way (located adjacent to 6 Clive Road) extending to an area of approximately 0.32 acres (1292.68 sq.m). The land is bordered by a secure palisade steel fence and currently contains two modern buildings of brick construction with pitched and tile clad roof containing a total of 11 single lock up garages.

The garages have been previously let at a rental of £100 p.c.m. each and vacant possession will be provided on completion.

The site forms part of the popular residential area of Quinton and Clive Road leads directly off Hagley Road West (A456) which provides direct access to Birmingham City Centre to the East and M5 Motorway (Junction 2) to the West.

**Planning**

The site may be suitable for a variety of alternative uses including increasing the number of lock up garages on the site, commercial/storage use or residential development all subject to obtaining relevant planning consent and all interested parties should discuss any proposals for the site with Birmingham City Council prior to bidding.

**Legal Documents:**

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

**Viewings:** External only



Access from Clive Road



Access adjacent to 6 Clive Road



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

\*Refer to Guide and Reserve Price Definitions on Inside Cover.



## LOT 38

### Freehold Vacant Three Bedroom Semi-Detached House

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

#### 89 Regent Road, Handsworth, Birmingham, West Midlands B21 8AR

##### Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. Regent Road is located between both Rookery Road (A4040) and Sandwell Road

##### Accommodation:

##### Ground Floor

Entrance Hallway, Through Lounge (6.95 x 3.79m), Kitchen (3.03 x 1.64m), Stairs to

##### First Floor

Having Bedroom 1 (2.82 x 3.22m), Bedroom 2 (3.16 x 3.65m), Bedroom 3 (1.93 x 2.29m) and Bathroom (2.32 x 1.88m) with panelled bath, wash basin and WC

##### Outside:

**Front:** Block paved foregarden allowing for off road parking

**Rear:** Patio area and lawned garden with brick built store

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

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



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**LOT 39**
**Freehold Vacant Converted House - 4 Flats - Requiring Full Refurbishment**

\*Guide Price: £200,000 - £220,000 (+Fees)

**46 Broadway North, Walsall, WS1 2QQ**

**Property Description:**

A substantial two storey semi-detached former dwelling house converted into four self-contained flats, however the property is currently stripped back to bare brick requiring full refurbishment and renovation and once completed provides excellent investment potential.

The property occupies a large plot extending to approx. 0.14 acres (558sq.m) and is of traditional brick construction, surmounted by a pitched tile clad roof with accommodation laid out over two floors, each flat having separate electricity meters and potential may exist for conversion of the roof space to a fifth flat (subject to obtaining relevant planning consent/building regulation approval).

The property occupies an elevated position set back from Broadway North behind a walled foregarden and is located between the Junctions of Persehouse Street and Rowley Street within close proximity to Walsall Arboretum and conveniently within less than 1/3 mile from Walsall Town Centre.

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

Reception Hall, Access to Cellar, Flat 1 - Three Rooms, Flat 2 - Four Rooms.

**First Floor**

Stairs and Landing: Flat 3 - Four Rooms, Flat 4 - Four Rooms.

**Roof Space:** Containing Velux windows with potential for conversion (subject to obtaining relevant planning consent/building regulation approval).

**Outside:** Front: Foregarden.

**Outside:** Rear: Substantial Rear Garden

**Gross Internal Areas**

**Ground Floor:** 111.69sq.m (1,202sq.ft)

**First Floor:** 112.49sq.m (1,210sq.ft)

**Total Area:** 224.18sq.m (2,412sq.ft)

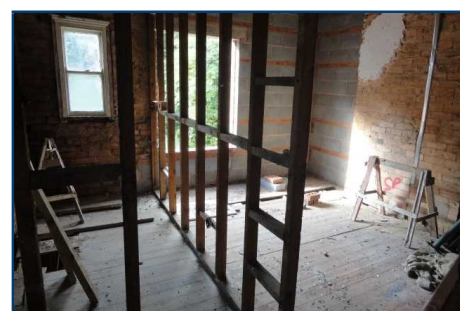
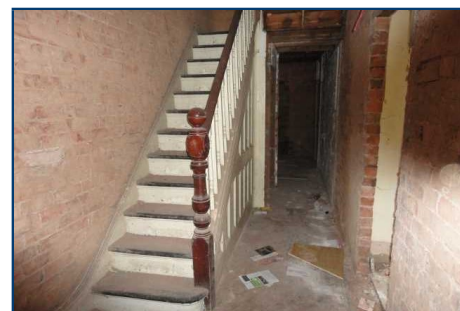
**Legal Documents:**

www.cottons.co.uk

**Viewings:**

Via Cottons - 0121 247 2233

**Important Note:** The property requires full refurbishment and renovation and all parties attending a viewing should inspect the the property with utmost caution and at their own risk. Neither the seller nor Auctioneers accept any responsibility for injury or harm suffered by any person whilst attending the property. Photographs and a video tour is available on our website for any person not wishing to view.



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



## LOT 40

### Freehold Vacant Converted Semi Detached House - 5 Self Contained Flats

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

48 Broadway North, Walsall, Walsall, WS1 2QQ



#### Property Description:

A substantial semi-detached former dwelling house converted into five self-contained flats each providing well laid out and generous accommodation benefitting from UPVC double glazed windows, gas fired central heating and separate utility meters but requiring refurbishment and modernisation throughout.

The property occupies a large plot extending to approx. 0.13 acres (543sq.m) and is of traditional brick construction, surmounted by a pitched tile clad roof with accommodation laid out over three floors.

The property occupies an elevated position set back from Broadway North behind a walled foregarden and is located between the Junctions of Persehouse Street and Rowley Street within close proximity to Walsall Arboretum and conveniently within less than 1/3 mile from Walsall Town Centre.

#### Accommodation:

##### Ground Floor

Reception Hall with access to cellar,

**Flat 1:** Lounge 4.44m x 3.02m, Kitchen 2.92m x 1.5m, Bedroom 4.05m x 3.11m, Bathroom with bath, wash basin, WC.

**Flat 2:** Entrance Hall, Living Area 3.5m x 2.68m, Bedroom One 4.33m x 3.95m, Kitchen 2.24m x 1.53m, Bathroom with bath, wash basin WC, Bedroom Two 3.35m x 3.17m.

##### First Floor

Stairs and Landing.

**Flat 3:** Lounge 4.64m x 2.86m, Kitchen 3.14m x 1.43m, Bedroom 4.05m x 3.01m, Bathroom with bath, wash basin, WC.

**Flat 4:** Living Area 3.47m x 2.71m, Bedroom One 4.36m x 3.5m, Kitchen 2.51m x 1.55m, Bathroom with bath wash basin, WC, inner hall, Bedroom Two 3.34m x 3.21m.

**Flat 5:** Hallway and stairs to

##### Second Floor

Lounge 5.52m x 4.22m (max), Bedroom 5.54m x 3.46m (max), Kitchen 3.10m x 2.26m (max) with bath, wash basin, WC.

##### Outside:

**IFront:**Walled foregarden,

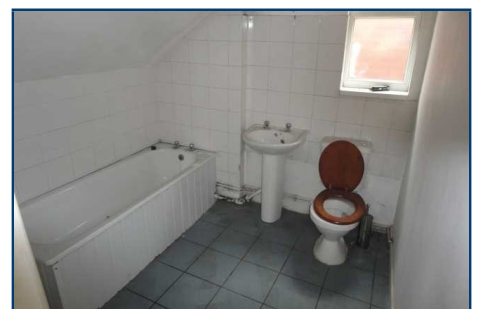
**Rear:**substantial overgrown garden.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



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



**LOT 41**
**Freehold Vacant Industrial Unit & Single Storey Unit with Yard.**

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

**1615A Pershore Road, Stirchley, Birmingham, B30 2JF**

**Property Description:**

Two vacant industrial units of brick and block construction. The Larger unit has undergone some improvement work and includes 2 x full length roller shuttered doors, one allowing for vehicular access, an incomplete mezzanine floor, however the unit does still require further improvement works. The smaller of the units has vehicular access via a yard and pedestrian access from the side. The units are located on an industrial estate on the Pershore Road adjacent to the junction with Fordhouse Lane.

**Accommodation:**
**Main Unit:**
**Ground Floor**

Extending to approximately 96.23 sq.mtrs (1035 sq.ft) consisting of Workshop 1, Office, WC, Shower Room (no fittings), Workshop 2 and Workshop 3

**First Floor**

(No stairwell for access) incomplete mezzanine floor extending to approximately 1035 sq.ft

**Single Storey Side Unit:**

Open plan workshop area extending to approximately 45.06 sq.mtrs (485 sq.ft)

**Yard Area (separating the two buildings):**

Extending to approximately 52.30 sq.mtrs (563 sq.ft)

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

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

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





## LOT 42

**By Instruction of the Joint LPA Receivers**

**The Old Bakehouse & 3 Bakehouse Mews, 19 Market Hill, Rothwell, Northants NN14 6BW**



### Property Description:

An investment opportunity comprising two commercial properties located in the Centre of Rothwell being a restaurant premises known as The Old Bakehouse and a Licensed Bar premises known as 3 Bakehouse Mews.

The Old Bakehouse is situated fronting Market Hill and of Two Storey stone construction with converted roof space surmounted by a pitched tile clad roof.

3 Bakehouse Mews is accessed from Market Hill by way of a paved courtyard and comprises of a two storey building with pitched tile clad roof with accommodation laid out as a bar and nightclub premises. Both properties are currently let on a new combined lease and at the time of preparing the catalogue details both properties are being refurbished and cosmetically improved and it is understood that they will be opening imminently.

Rothwell comprises a popular and historic market town located in North Northamptonshire, close to the Leicestershire border and conveniently within less than a mile of the A14 trunk road which provides access to the M6 and M1 Motorways along with a variety of Eastern towns and cities.

The property is located approximately 7 miles to the South East of Market Harborough Town Centre, 4 miles to the North of Kettering Town Centre and 20 miles to the north of Northampton.

### Tenancy Information

Both properties are let to Barkworz Limited on a lease for a term of 12 years from 14th June 2022 at

an escalating rent of £40,000 per annum (exclusive of VAT) Year 1: £43,000 per annum (exclusive of VAT), Year 2: £45,000 per annum (exclusive of VAT), Years 3 & 4 with rent reviews thereafter on every fourth anniversary. The property is let on full repairing and insuring terms and subject to an initial rent-free period of 7 months from the lease commencement to assist in the cost of refurbishment.

### Accommodation

#### The Old Bakehouse

##### Ground Floor:

Reception Area; 23.47 sq.m (252 sq.ft) Kitchen 21.5 sq.m (231 sq.ft) Store 3.91 sq.m (42 sq.ft)

##### First Floor

Restaurant Area: 42.15 sq.m (453 sq.ft) being split level. Lobby/Rear Entrance Hall having steps leading down to courtyard, Ladies and Gents Toilets.

##### Second Floor

Restaurant; 20 sq.m (215 sq.ft).

#### 3 Bakehouse Mews

**Ground Floor:** Bar/Lounge 57.8 sq.m (623 sq.ft), Ladies and Gents Toilets.

**First Floor:** Bar area with dance floor 48 sq.m (525 sq.ft).

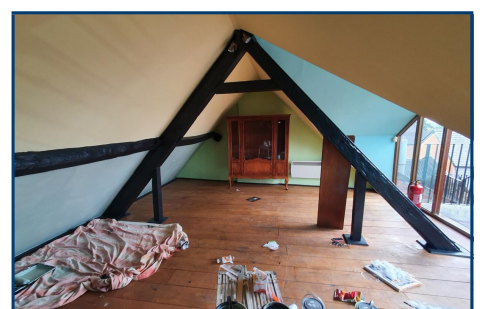
##### Outside:

Courtyard Bar with pizza oven and seating area. Courtyard room 15.33 sq.m (165 sq.ft).

### Legal Documents:

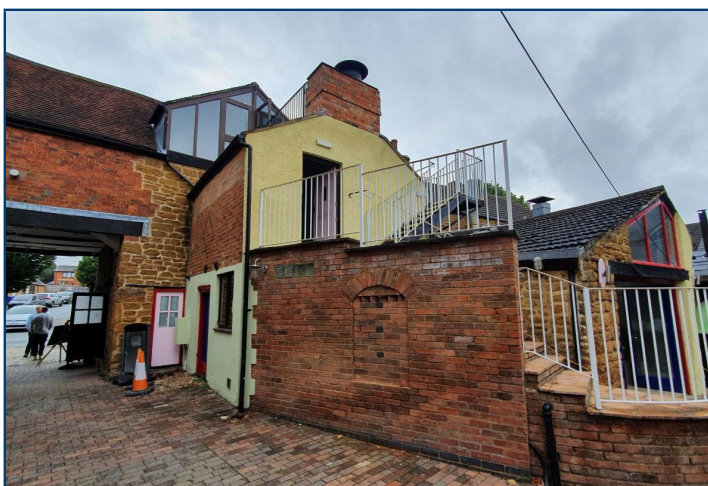
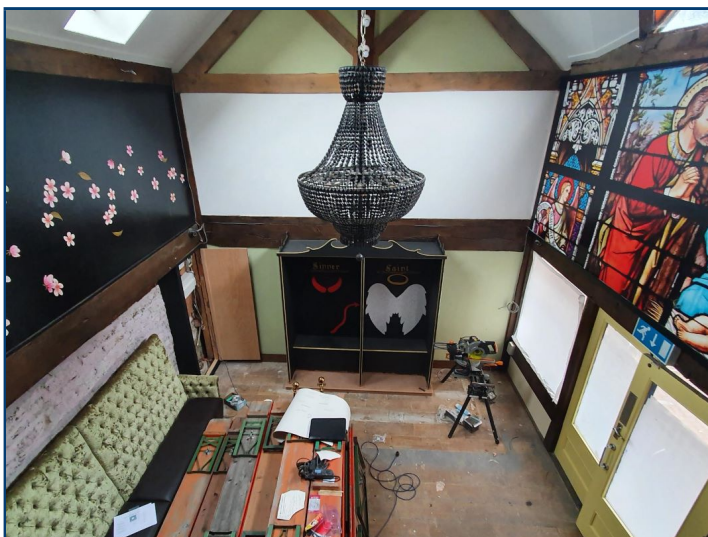
Available on [www.cottons.co.uk](http://www.cottons.co.uk)

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





**Freehold Investment Opportunity - Restaurant and Bar Premises**  
\*Guide Price: £350,000 - £380,000 Plus VAT (+Fees)





## LOT 43

### Freehold Investment - Presentable and Established Hair Salon

\*Guide Price: £120,000 - £135,000 plus 20% VAT (+Fees)

By Instruction of the Joint LPA Receivers

Queens Hairdressers, 1 - 2 Bakehouse Mews, 19 Market Hill, Rothwell, Northants, NN14 6BW



#### Property Description:

A presentable modern hair salon forming part of a traditional mews property of two storey brick and timber construction surmounted by a pitched tile clad roof and located in a courtyard known as Bakehouse Mews, situated off Market Hill in the Centre of Rothwell.

Rothwell comprises a popular and historic market town located in North Northamptonshire, close to the Leicestershire border and conveniently within less than a mile of the A14 trunk road which provides access to the M6 and M1 Motorways along with a variety of Eastern towns and cities.

The property is located approximately 7 miles to the South East of Market Harborough Town Centre, 4 miles to the North of Kettering Town Centre and 20 miles to the north of Northampton.

#### Tenancy Information

The property was let on a lease for a term of 10 years from 1st November 2007 and the tenant is currently holding over pending the completion of a new lease, for a term of 5 years on full repairing and insuring terms at the existing rental of £12,000 per annum and subject to rent review.

#### Accommodation

##### Ground Floor

Reception Area 21.89 sq.m (235 sq.ft), Toilet with WC and wash basin, Salon One: 15.56 sq.m (167 sq.ft).

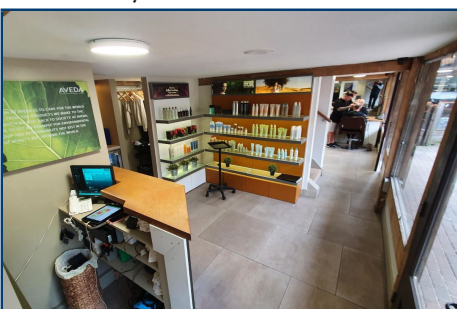
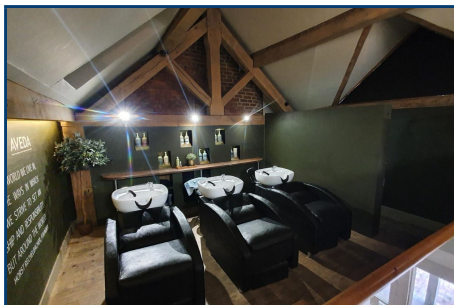
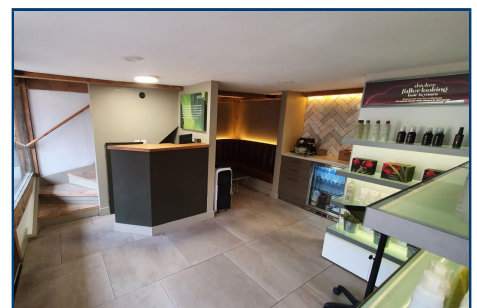
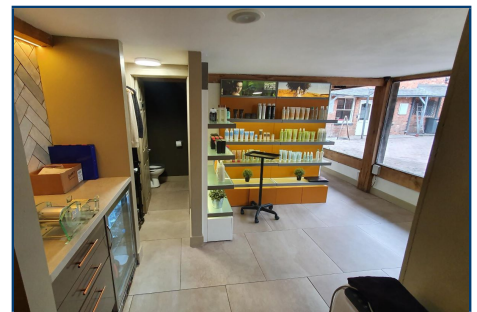
##### First Floor

Salon Two: 16.45 sq.m (177 sq.ft), Salon Three: 16.48 sq.m (177 sq.ft).

#### Legal Documents:

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

Viewings: Via Cottons - 0121 247 2233





**LOT 44****Freehold Reservoir and Woodland Partly Let to Cransley Sailing Club**

\*Guide Price: £150,000 Plus (+20% VAT) (+Fees)

**On Behalf of the Liquidators of Cransley Eco Park C.I.C.****Cransley Reservoir Eagle Lane, Cransley, Northamptonshire, NN14 1PR****Property Description:**

The property comprises of Cransley Reservoir, surrounding foreshore and Woodland all extending to a total site area of approximately 61.8 acres. The reservoir was constructed in 1892 to supply the local towns of Kettering, Rothwell and Desborough. It ceased to be used as a water supply reservoir approximately 40 years ago, whereby it has been in private ownership since that time developing into a popular venue for water based leisure pursuits.

The reservoir is in part let to Cransley Sailing Club, who are based in a dedicated club house constructed by them fronting the reservoir and they have been in occupation since 1967. Other buildings and structures built by the sailing club at the property include two pontoons and a Duty Hut.

The sailing club is accessed via a single track lane from Eagle Lane, which provides access to an extensive parking area, set within Woodland to the Eastern edge of the reservoir. The woodland carpark and buildings extend to an area of approximately 5.1 acres.

The reservoir and surrounding woodland is a haven for wildlife providing a wide spectrum of natural habitats including marsh lane with a diverse mix of trees, flowers, birds, animals and insects. There are also a number of attractive walks and bridle ways within the area including public footpaths through the property.

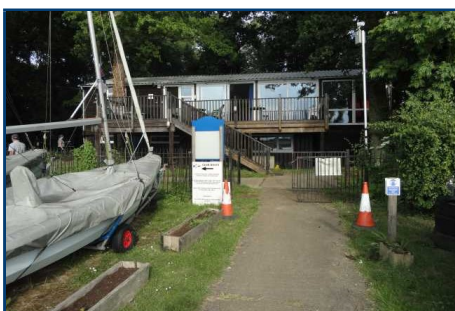
The reservoir is accessed via a dedicated lane leading off Eagle Lane and is located in a rural setting between the villages of Thorpe Malsor and Great Cransley. Transport links are good with convenient access to the A14 (A1/M1 link road) together with train services at Kettering to London Saint Pancras) and Northampton (to London Euston) with journey times within approximately 1 hour.

**Planning**

The foreshore and woodland may be suitable for further sympathetic development subject to obtaining any appropriate planning consents. Further development and improvement to the existing club house and sailing facilities may also be suitable, again subject to obtaining appropriate planning consent. All interested parties should make their own enquiries with the local planning department at Northamptonshire Council prior to bidding.

**Tenancy Information**

The property has been let to the Trustees of Cransley Sailing Club who have occupied the property on a lease since 10th August 1970 and more recently on a lease in the name of Cransley Sailing Club for a term of 25 years from 1st June 2009, with 5 yearly rent reviews at a variable rent comprising a fixed fee of £1,750 per annum with a 5% increase per year for the exclusive use of the land occupied by the clubhouse and then a fee based on the number of boat berths occupied by the club. The most recent rental information available is for the year 2021 and the total rent paid was £5,552.43 plus VAT. All information relating to the tenancy is within the legal documentation.

**Legal Documents**Available on [www.cottons.co.uk](http://www.cottons.co.uk)**Viewings** External viewings only

## LOT 45

**Freehold Investment - Two Scrap/Dismantling Yards - Rent £40,748 p.a.**  
 \*Guide Price: £490,000 - £530,000 (+20% Vat) (+Fees)

**Land off Midland Street & Landor Street, Bordesley Green, Birmingham, B9 4DG**



### Property Description:

An rare investment opportunity comprising two separate scrap yards and vehicle dismantlers known as Land and Building on the corner of Midland Street and Landor Street, Bordesley Green, (known for the purposes of these details as 'Plot A') and Land off Landor Street, Saltley, (known for the purposes of these details as 'Plot B').

Each yard is currently let operating as an established scrap yard and vehicle breakers and dismantlers and both are set back behind corrugated fencing off Midland Street and Landor Street on the Bordesley Green and Saltley borders in a industrial location, conveniently located of Lawley Middleway (A4540) and situated within circa. 0.7 miles from Adderley Park Train Station, 1.5 miles from Birmingham City Centre and 3.5 miles from the M6 Motorway (junction 6).

The land extends to total site area of 2,303 sq metres (0.57 acres) and is held on a single land registry title (VK73695) which has been subdivided into two units for use as a scrapyard, each let to separate tenants who have constructed various ancillary buildings on site.

### Tenancy Information

#### Plot A (Land at Midland Street)

Currently holding over following expiry of a lease which expired in 2019 on full repairing and insuring terms and paying a rent of £22,248 per annum

#### Plot B (Land at Landor Street)

Currently holding over following expiry of a lease which expired in 2021 on full repairing and insuring terms and paying a rent of £18,500 per annum

**Total Rental Income: £40,748 per annum**

### Accommodation:

#### Plot A (Land at Midland Street)

##### Car Garage

The garage unit is in a basic condition and state of repair, practical for the purposes of industrial use  
 Hallway, Workshop - 152.29sq metres (1,639 sq ft),

Office – 21.83sq metres (235sq ft), Store Room – 11.29sq metres (122 sq ft), Two Toilets.  
 Total – 185.41sq metres (1,996sq ft)

### Outside: Enclosed Scrapyard

Note: The site also contains an Open Fronted Store (erected by the tenant): 76.43sq.m. (822.69sq ft)  
**Total Site Area:** 1,422sq metres (0.35 acres).

**Services:** Mains electricity, water and foul drainage are available

### Plot B (Land at Landor Street)

Enclosed Scrapyard and range of buildings erected by the tenant including, Two Open Stores: 172.39sq metres (1,856sq ft), Three Containers, portable office with store room.

**Total Site Area:** 811sq metres (0.22 acres).

**Services:** Mains electricity is available.

### Legal Documents:

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

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



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





**LOT 46**
**Freehold Investment - Two Bedroom Mid Terraced House**

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

**83 Shenstone Road, Edgbaston, Birmingham, West Midlands B16 0PF**
**Property Description:**

A mid terraced house of traditional two storey brick construction surmounted by a pitched tile clad roof and set back from the road behind a walled foregarden. The property benefits from two bedrooms, gas fired central heating and UPVC double glazed windows.

The property forms part of an established residential area and Shenstone Road leads directly between Portland Road (A4040) and Dudley Road (A457) the latter providing access to a wide range of local retail amenities and services.

The property is currently let on an Assured Shorthold Tenancy which has been renewed from 29th October 2022 for a term of 12 months at a rental of £560 per calendar month (£6720 per annum). The tenant has been in occupation for several years.

**Accommodation**

At the time of preparing the details the property has not been inspected internally by the Auctioneers and we are advised the accommodation is as follows:

Two Reception Rooms, Kitchen, Two Bedrooms, Bathroom.  
 Total Floor Area: 78 sq.m (approx).

**Outside:** Front: Walled fore garden.

**Outside:** Rear: Enclosed garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233


**LOT 47**
**Freehold Investment - Two Bedroom Mid Terraced House**

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

**239 Shenstone Road, Edgbaston, Birmingham, West Midlands B16 0PG**
**Property Description:**

A mid terraced house of traditional two storey brick construction surmounted by a pitched tile clad roof and set back from the road behind a walled foregarden. The property benefits from two bedrooms, gas fired central heating and UPVC double glazed windows.

The property forms part of an established residential area and Shenstone Road leads directly between Portland Road (A4040) and Dudley Road (A457) the latter providing access to a wide range of local retail amenities and services.

The property is currently let on an Assured Shorthold Tenancy for a term of 12 months from 12th January 2022 at a rental of £600 per calendar month (£7200 per annum).

**Accommodation**

At the time of preparing the details the property has not been inspected internally by the Auctioneers and we are advised the accommodation is as follows:

Two Reception Rooms, Kitchen, Two Bedrooms, Bathroom.  
 Total Floor Area: 78 sq.m (approx).

**Outside:** Front: Walled fore garden.

**Outside:** Rear: Enclosed garden.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 48

### Freehold Retail Investment Comprising of Four Shops - Fully let \*Guide Price: £180,000 - £200,000 (+Fees)

207, 209, 211, 213 Halesowen Road, Old Hill, West Midlands, B64 6HE



#### Property Description:

An attractive investment opportunity comprising of a block of four terraced retail shops directly front Halesowen Road, north of the Junction with King Street and of traditional two storey brick construction surmounted by pitched interlocking tile clad roofs.

The properties occupy a rectangular shaped plot with pedestrian entry access to a rear yard and garden which may provide scope for extension of the existing properties. The properties form part of Old Hill Town Centre serving the surrounding densely populated residential catchment area.

#### Rental Information

The properties are fully let as follows:

**207 Halesowen Road:** Let as Old Hill Cafe on a lease for a term of 6 years from 1st October 2018 with 3 year rent reviews and at a current rent of £3,612 per annum.

**209 Halesowen Road:** Let as the Phone Depo on a lease for a term of 6 years from 10th January 2013 and currently holding over at a rent of £3,264 per annum.

**211 Halesowen Road:** Let Trading as Alison's Florist on a lease for a term of 3 years from 1st August 2015 currently holding over and paying a rental of £3,600 per annum.

**213 Halesowen Road:** Let Trading as His N Hers Hairdressers on a lease for a term of 9 years from 11th May 2009 currently holding over at a rental of £3,600 per annum.

**Total Rental Income: £14,076 per annum.**

#### Accommodation

##### 207 Halesowen Road :

**Ground Floor** Café 20.16 sq.ms (217 sq.ft), Kitchen/preparation areas 16.6 sq.ms (178 sq.ft).  
**First Floor** Store Room 17.15 sq.ms (184 sq.ft), Lobby with toilet.

##### 209 Halesowen Road :

**Ground Floor** Retail Shop 14.94 sq.ms (160 sq.ft) Rear Shop Area 8.29 sq.ms (89 sq.ft)  
**First Floor** Stores 18.59 sq.ms (200 sq.ft), Lobby/Landing area and toilet.

##### 211 Halesowen Road

**Ground Floor** Retail Shop 15.46 sq.ms (166 sq.ft), Rear Kitchen 9.5 sq.ms (102 sq.ft) with walk in store.  
**First Floor** Store room 17.88 sq.ms (192 sq.ft). Small store room (not measured)

##### 213 Halesowen Road

**Ground Floor** Retail Shop/Hair Salon 27.29 sq.ms (293 sq.ft) Rear Section 6.58 sq.ms (71 sq.ft) Kitchen 7.08 sq.ms (77 sq.ft), Store Cupboard and Toilet  
**First Floor** Treatment Room One 7.27 sq.ms (78 sq.ft). Treatment Room Two (not measured), Office 7.41 sq.ms (80 sq.ft).

**Outside Rear:** Pedestrian entry access to outbuildings and rear yard/garden.

#### Legal Documents:

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

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



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



Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

3 BAKEHOUSE MEWS

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

9 MARKET STREET

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

16 PECKINGHAM STREET

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

19 MARKET HILL

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

23 - 27 ALVECHURCH ROAD

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

23 ALVECHURCH ROAD

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

23 HIGH STREET

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

27 ALVECHURCH ROAD

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

65 BRIDGE STREET

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

207 HALESOWEN ROAD

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

209 HALESOWEN ROAD

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

211 HALESOWEN ROAD

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

213 HALESOWEN ROAD

Energy performance certificate (EPC)

Property type: 3 Bed and 1 Bath and 1 Kitchen

Total floor area: 100 square metres

Rules on selling this property

Energy efficiency rating for this property

How this property compares to others

THE OLD LIBRARY

**ENERGY PERFORMANCE CERTIFICATE**

The EPC was commissioned on: 25.9.2022

This will be added to the Legal Pack and available on our website

36 WARSTONE LANE

**ENERGY PERFORMANCE CERTIFICATE**

The EPC was commissioned on: 28.9.2022

This will be added to the Legal Pack and available on our website

1-2 BAKEHOUSE MEWS

**ENERGY PERFORMANCE CERTIFICATE**

The EPC was commissioned on: 12.10.2022

This will be added to the Legal Pack and available on our website

25 ALVECHURCH ROAD

**ENERGY PERFORMANCE CERTIFICATE**

The EPC was commissioned on: 12.10.2022

This will be added to the Legal Pack and available on our website

LAND OFF MIDLAND STREET & LANDOR STREET, B'HAM

**ENERGY PERFORMANCE CERTIFICATE**

The EPC was commissioned on: 12.10.2022

This will be added to the Legal Pack and available on our website

1615A PERSHORE ROAD

**ENERGY PERFORMANCE CERTIFICATE**

The EPC was commissioned on: 13.10.2022

This will be added to the Legal Pack and available on our website

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**Pi-Property Insurance**



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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.

## Auction conduct conditions

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

**A4 The particulars and other information**

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

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

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

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

**A5 The contract**

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

**A6 Extra Auction Conduct Conditions**

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

A special condition may, however, require a higher minimum deposit.

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

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

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

**G1. The lot**

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

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

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

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

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

**G2. Deposit**

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

- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the price (exclusive of any VAT on the price).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
  - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if

applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.

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

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

**G3. Between contract and completion**

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

- (a) produce to the buyer on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

**G4. Title and identity**

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

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

- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
  - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
  - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the documents accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
  - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

**G5. Transfer**

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

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

**G6. Completion**

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

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

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

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

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

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

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

**G7. Notice to complete**

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

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

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

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

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



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

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

If the contract is lawfully brought to an end:

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

#### **G9. Landlord's licence**

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

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

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

G9.4 The seller must:

- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

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

#### **G10. Interest and apportionments**

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

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

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

- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

#### **G11. Arrears**

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

#### **G12. Management**

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

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

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

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

#### **G13. Rent deposits**

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

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

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

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

#### **G14. VAT**

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

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

#### **G15. Transfer as a going concern**

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

#### **G16. Capital allowances**

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

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

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

G16.4 The seller and buyer agree:

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

#### **G17. Maintenance agreements**

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

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

#### **G18. Landlord and Tenant Act 1987**

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

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

#### **G19. Sale by practitioner**

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

#### **G20. TUPE**

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

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

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

(d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

## **G21. Environmental**

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

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

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

## **G22. Service Charge**

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

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

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

- (a) service charge expenditure attributable to each tenancy;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
- (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
- (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

## **G23. Rent reviews**

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

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

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

G23.4 The seller must promptly:

- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

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

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

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

## **G24. Tenancy renewals**

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

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

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

G24.4 Following completion the buyer must:

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

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

## **G25. Warranties**

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

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

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

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

- (a) hold the warranty on trust for the buyer; and
- (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.

## **G26. No assignment**

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

## **G27. Registration at the Land Registry**

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

- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
- (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
- (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

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

- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyer's new title; and
- (c) join in any representations the seller may properly make to Land Registry relating to the application.

## **G28. Notices and other communications**

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

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

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

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

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

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

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

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

## **G30. Extra General Conditions**

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

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

- (a) there may be furniture fittings or effects remaining at the lot in which case the buyer shall not be entitled to require the removal of such items or delay completion on the grounds that the existence of such items does not constitute vacant possession, and
- (b) that all or part of the lot whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

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

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

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

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

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

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