

Cottons

CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday **15 February** 2023: 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
www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not

Auctioneers Advice

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

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/ 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 38 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 Black Country Housing Group, Solicitors, Joint Property Agents, Companies and Private Clients.

Order of sale

LOT	ADDRESS	TENURE
1	165 Selsey Road, Edgbaston, Birmingham B17 8JP	Freehold Vacant Residential
2	Garage R/o 80 Bromford Lane, Erdington, Birmingham B24 8BY	Freehold Garage
3	1 Pleasant Street, Hill Top, West Bromwich, West Midlands B70 0RF	Freehold Vacant Residential
4	57 Hollywell Street, Bilston, West Midlands WV14 9HY	Leasehold Vacant Residential
5	31 Tower View Road, Great Wyrley, Walsall, WS6 6HF	Leasehold Takeaway Investment
6	23 Glynn Crescent, Halesowen, West Midlands B63 2PZ	Leasehold Vacant Residential
7	19 Bell Lane, Northfield, Birmingham B31 1JY	Leasehold Vacant Residential
8	27 Lansdowne Road, Erdington, Birmingham B24 8AR	Freehold Residential Investment
9	69 Beechmore Road, Sheldon, Birmingham B26 3AR	Leasehold Vacant Residential
10	365-367 Stockfield Road, Yardley, Birmingham, B25 8JP	Freehold Commercial Investment
11	15 Long Lane, Halesowen, West Midlands B62 9LL	Freehold Vacant Residential
12	St Leonard Vicarage, 15 Walsall Street, Bilston, West Midlands WV14 0AT	Freehold Redevelopment Opportunity
13	Former Clinic, Cottage Street, Brierley Hill, West Midlands DY5 1RE	Freehold Commercial Investment
14	2 Swanshurst Lane, Moseley, Birmingham, B13 0AJ	Freehold Vacant Residential
15	68 Mount Street, Halesowen, West Midlands B63 4NU	Freehold Vacant Residential
16	45 Lingfield Court, Hamstead Road, Great Barr, Birmingham B43 5BL	Leasehold Residential Investment
17	Flat 2, Ascot House, 49 Jockey Road, Sutton Coldfield B73 5PH	Leasehold Vacant Residential
18	94a - 102a High Street, Bromsgrove, Worcestershire B61 8EX	Leasehold Residential Investment
19	37 Albion Street, Rugeley, Staffordshire WS15 2BY	Freehold Vacant Commercial
20	48 Alpha Close, Birmingham, B12 9HF	Leasehold Residential Investment
21	89 Regent Road, Handsworth, Birmingham, B21 8AR	Freehold Vacant Residential
22	Flat 16 Lode Mill Court, Lode Lane, Solihull, West Midlands B92 8NR	Leasehold Vacant Residential
23	Fgrs 4 & 10 Festival Mews, Hednesford,, Cannock,, Staffordshire WS12 4UT	Freehold Ground Rents
24	Fgrs 7 Daywell Rise & 2 Finches Hill, Rugeley WS15 2TN	Freehold Ground Rents
25	Fgr 85 Bridle Lane, Sutton Coldfield,, West Midlands B74 3QE	Freehold Ground Rent
26	Land To The North Of Limbrick Avenue, Coventry CV4 9EX	Freehold Land
27	69 Hillaries Road, Erdington, Birmingham B23 7QS	Freehold Vacant Residential
28	9 Station Road, Hednesford, Cannock, Staffordshire WS12 4DH	Freehold Mixed Use Investment
29	43 & 43a Court Lane, Erdington, Birmingham B23 6NS	Freehold Residential Investment
30	19 Hampton Court, George Road, Edgbaston, Birmingham B15 1PU	Leasehold Vacant Residential
31	204 Lichfield Road, Sutton Coldfield, West Midlands B74 2UB	Freehold Vacant Residential
32	Land Adj To 44 Rood End Road, Oldbury, West Midlands B68 8SG	Freehold Land
33	93 Newbridge Road, Bordesley Green, Birmingham B9 5JF	Freehold Vacant Residential
34	185 Long Street, Atherstone, Warwickshire CV9 1AH	Freehold Vacant Residential
35	7 Washington Drive, Handsworth Wood, Birmingham B20 2LR	Leasehold Residential Investment
36	109a Russell Road, Hall Green, Birmingham, B28 8SQ	Freehold Garage
37	4 Paignton Road, Edgbaston, Birmingham B16 0JX	Freehold Vacant Residential
38	183 Cliff Rock Road, Rednal, Birmingham B45 8QJ	Freehold Vacant Residential

Auctioneers:

Andrew J. Barden MRICS FNAVA, John Day FRICS FNAVA, Kenneth F. Davis FRICS, Stuart R. Tullah FNAVA

Valuers:

Ian M. Axon ANAVA, Stephen D. Sutton B.Sc. (Est.Man.) FRICS, Dan O'Malley BSc (Hons) MRICS FNAEA FNAVA, Jason Coombes BA MARLA MNAVA

Auction Team:

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

If you need any help 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 (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

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

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

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

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

The Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The Auctioneer's will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-

connection or break down of the telephone link during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to 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 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

We require properties for our
next auction

29 March 2023

We require...

- Residential and Commercial, Vacant and Investment Properties.
- Land and Development Opportunities.
- Freehold Ground Rents.
- Deceased Estates.
- Properties requiring Repair and Refurbishment.
- Problem Properties with Structural Damage, Mineshafts,
- Problem Neighbours,
- Short Leaseholds, etc.
- Properties requiring a Fast, Straightforward and conclusive Sale.

Closing date for entries:

3 March 2023

Please call us to discuss including your
property and to arrange a free auction
appraisal 0121 247 2233

Important notice relating to: Fees / Costs / Charges payable by the buyer in addition to the purchase price

AUCTION ADMINISTRATION FEE

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

ADDITIONAL FEES / COSTS / CHARGES

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

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

Property Viewings

Cottons
CHARTERED SURVEYORS

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 Two Bedroom Terrace House

*Guide Price: £92,000 - £98,000 (+Fees)

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

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having gas fired central heating and modern shower room fittings however does require complete modernisation and improvement. Selsey Road is located off both Ridgeway and Portland Road.

Accommodation:

Ground Floor

Lounge: (4.10 x 3.72 m), Dining Room: (3.75 x 3.72 m), Kitchen: (4.08 x 1.97 m), Stairs

First Floor

Bedroom 1: (3.47 x 3.71 m), Bedroom 2: (3.81 x 2.78 m), Shower room: having double shower cubicle, wash basin and WC

Outside:

Front: Walled Foregarden

Rear: Garden

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

Viewings - Via Cottons – 0121 247 2233



LOT 2

Freehold Vacant Double Garage and Small Forecourt

*Guide Price: £8,000 - £12,000 (+Fees)

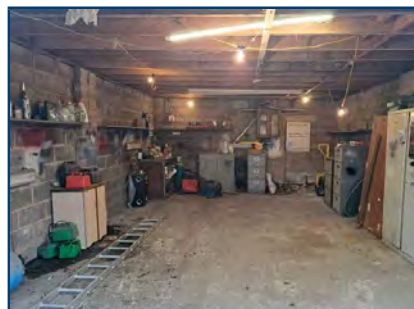
Garage rear of, 80 Bromford Lane, Erdington, Birmingham, West Midlands B24 8BY

Property Description:

A freehold double garage with a small forecourt located to the rear of 80 Bromford Lane. The garage is accessed by way of a shared gated driveway. The garage benefits from having an electricity supply and separate meter located at 80 Bromford Lane. The garage is located behind a small parade of shops opposite the junction with Erdington Hall Road and close to the junction with Tyburn Road (A38)

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

Viewings – Via Cottons – 0121 247 2233



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

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

LOT 3
Freehold Vacant Semi Detached House with Two Bedrooms

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

1 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 driveway and benefiting from uPVC double glazed windows and gas fired central heating but requiring some 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 (Junction1).

Accommodation

Ground Floor: Hallway, Lounge: 5.13m x 2.93m, Kitchen: 3.83m x 2.3m max.

First Floor: Stairs and Landing, Bedroom One: 4.81m x 2.93m, Bedroom Two: 3.31m x 2.80m and Bathroom with panel bath, wash basin and wc.

Outside Front: Forecourt and driveway providing off road parking.

Outside Rear: Garden

Legal Documents::

Available at www.cottons.co.uk

Council Tax Band: A

Viewings::

Via Cottons - 0121 247 2233


LOT 4
Leasehold Vacant Ground Floor Maisonette

*Guide Price: £58,000 - £64,000 (+Fees)

57 Hollywell Street, Bilston, West Midlands WV14 9HY
Property Description:

A ground floor 1 bedroom maisonette situated in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Hollywell Street is located off Gorge Road which in turn is found off Birmingham New Road (A4123).

Accommodation:
Ground Floor

Entrance Hallway, Lounge (4.15 x 3.35m), Kitchen (2.76 x 2.34m), Bedroom (5.26 x 2.84m)

Shower Room having shower, wash basin and WC (2.46 x 1.73m)

Outside:

Front: Lawned foregarden

Rear: Lawned garden

Leasehold Information:

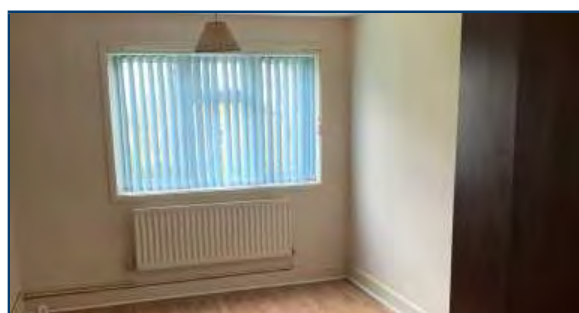
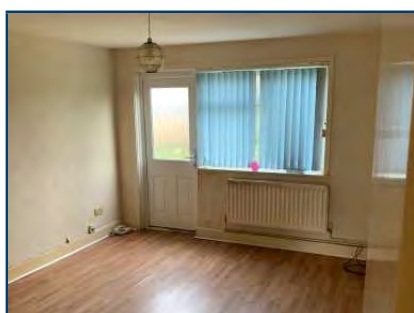
Term: 125 years from 20 March 2000

Rent: £10

Service Charge: Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



LOT 5

Long Leasehold (996 Years Unexpired) - Takeaway Investment *Guide Price: £60,000 - £67,000 (+Fees)

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

Property Description:

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

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

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

Tenancy Information:

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

Accommodation:

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

Ground Floor

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

Leasehold Information:

Lease Term: 999 years from 1st June 2020.

Ground Rent: One Peppercorn.

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 6

Leasehold Vacant One Bedroom First Floor Flat with Garage *Guide Price: £47,000 - £52,000 (+Fees)

23 Glynn Crescent, Halesowen, West Midlands B63 2PZ

Property Description:

A well laid out first floor flat forming part of a purpose built three storey development set back from the road behind a driveway allowing access to a garage providing secure off road parking. The property benefits from having secondary glazing, electric heating and communal rear garden.

The property forms part of an established residential area and Glynn Crescent comprises a cul-de-sac located off Apperley Way. Halesowen town centre is situated approximately two miles to the south east via Stourbridge Road (A458).

Accommodation:

Ground Floor

Communal Entrance Hall, Stairs & Landing,

First Floor

Entrance Hallway, Lounge: 4.88m x 3.44m, Kitchen: 3.94m x 1.68m with range of fitted units, Double Bedroom: 3.48m x 3.16m and Bathroom: 2.54m x 1.54m having panelled bath with electric shower over, wash basin and WC.

Outside

Front: Driveway leading to Integral Garage: 4.99m x 2.37m providing secure off road parking

Rear: Communal lawned garden

Leasehold Information

Term 99 years from 29 September 1973

Rent £45 rising on 29/09/2039 to £100 for the remainder of the term

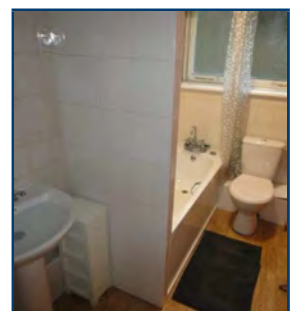
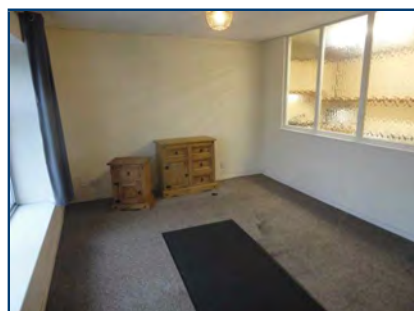
Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7
Leasehold Vacant Three Bedroom Semi-Detached House

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

19 Bell Lane, Northfield, Birmingham, West Midlands, B31 1JY

Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a fenced and gated foregarden allowing for off road parking and access to garage. The property benefits from UPVC double glazing and gas fired central heating. The property is located off Bell Lane which in turn is found off Bell Hill (B4121). The property is within walking distance to Northfield Shopping Centre which provides a wide range of shops and amenities.

Accommodation:
Ground Floor

Entrance Hallway, Lounge (7.82x4.02m), Veranda (2.78x1.29m) Kitchen/Diner (4.31x4.72m), WC, Garage (6.33x2.54m).

First Floor

Bedroom 1 (3.90x2.96m), Bedroom 2 (3.97x2.97m), Bedroom 3 (3.17x1.90m), Bathroom (2.23x1.95m) having panelled bath and wash basin, separate WC

Outside:

Front: Forgarden and gated driveway allowing off road parking and access to garage

Rear: Paved Garden

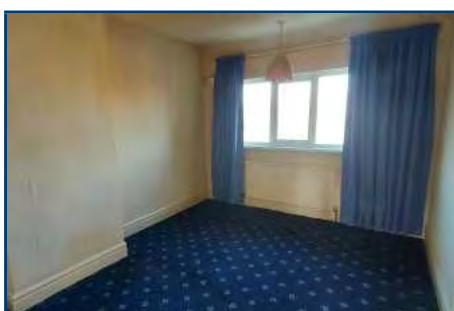
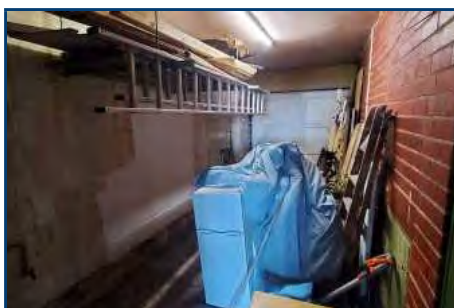
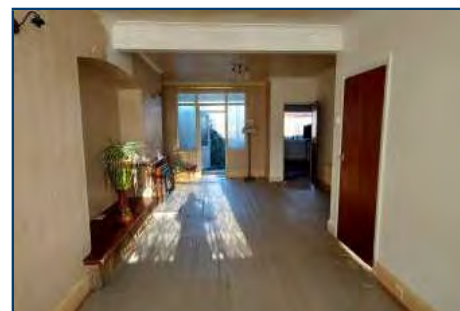
Leasehold Information

Term: 99 years (less 3 days) from 29th September 1933

Rent: £6

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

Viewings: – Via Cottons – 0121 247 2233



LOT 8

Freehold Investment Property (Six Informal Bedsitting Rooms) *Guide Price: £180,000 - £200,000 (+Fees)

27 Lansdowne Road, Erdington, Birmingham, West Midlands, B24 8AR



Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide six individual bed-sitting units all having individual en-suite shower rooms, small kitchenettes and separate secondary electric meters (the gas supply is communal), the property further benefits from having UPVC double glazing. Lansdowne Road is located off both Gravelley Hill (A5127). The property itself is within walking distance to Gravelley Hill Railway Station and Erdington High Street and the property is within close proximity to Junction 6 of the M6 Motorway. Four of the six rooms are currently let producing a rental of £300 pw (£15,600 per annum).

Schedule of Tenancies

Room 1 £80 pw (£4,160 per annum)

Room 2 £65 pw (£3,380 per annum)

Rear Room Vacant

Room 3 £75 pw (£3,900 per annum)

Room 4 Vacant

Room 5 £75 pw (£3,900 per annum)

Room 6 £80pw (£4,160 per annum)

Current Total Rental Income: £300pw (£15,600per annum)

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Entrance Porch, Entrance Hallway,
Room 1: (4.36x3.35m) (including Small Kitchenette),
Shower Room: (1.90x0.69m) having shower cubicle and WC,

Room 2: (3.37x3.64m) (including Small Kitchenette)
Shower Room: (1.80x0.78m) having shower cubicle and WC,

Rear Room: Kitchen (2.66x3.23m), Bedroom (2.79x2.58m), Shower Room: (2.31x2.52m) having shower cubicle, wash basin and WC

First Floor

Room 3: (3.77x2.55m) (including Small Kitchenette),
Shower Room: (1.62x1.67m) having shower cubicle and WC

Room 4: (3.44x3.65m) (including Small Kitchenette),
Shower Room: (1.90x0.68m) having shower cubicle and WC

Room 5: (4.29x3.64m) (including Small Kitchenette),
Shower Room: (1.91x0.68m) having shower cubicle and WC

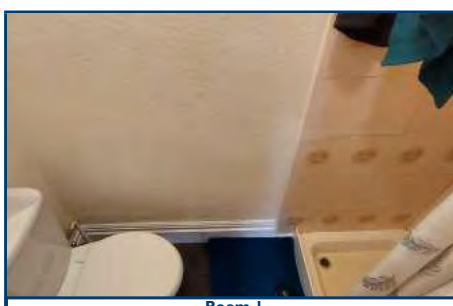
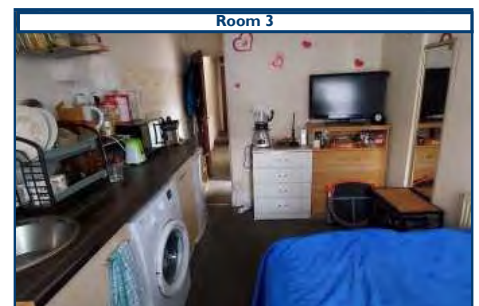
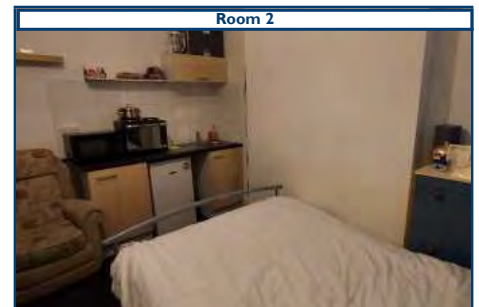
Outside:

Front: Walled foregarden

Rear: Garden

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

Viewings – Via Cottons – 0121 247 2233



Room 1

Room 2

Room 3

Room 4

LOT 9**Leasehold Vacant Traditional Semi Detached House with Three Bedrooms**

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

69 Beechmore Road, Sheldon, Birmingham, West Midlands, B26 3AR**Property Description:**

A traditional two storey semi-detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a tarmacadam forecourt providing off road car parking and benefitting from three bedrooms, mostly UPVC double glazed windows and a large rear garden.

Beechmore Road forms part of a popular and established residential area and runs directly between Brays Road and Barrows Lane both of which provide access to Coventry Road (A45), which contains a wide range of local retail and leisure amenities and leads directly to Birmingham City Centre to the West and M42 Motorway (Junction 6) Birmingham Airport and NEC to the East.

Accommodation:**Ground Floor:**

Porch, Reception Hall, Front Reception Room: 3.35m x 3.21m, Rear Reception Room: 4.22m x 3.05m, Kitchen: 2.55m x 1.93m.

First Floor

Stairs and Landing, Bedroom One: 3.38m x 3.19m, Bedroom Two: 4.39m x 3.09m, Bedroom Three: 2.56m x 1.98m, Bathroom with panelled bath, wash basin, WC.

Outside: Front: Tarmacadam Forecourt providing off road parking.

Outside: Rear: Side access to yard and patio with brick store and a good sized lawned garden.

Leasehold Information::

Lease Term: 99 years (less 3 days) from 24th June 1937.

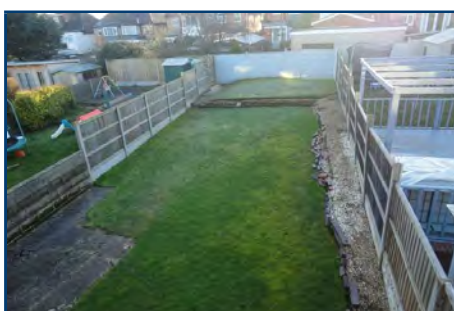
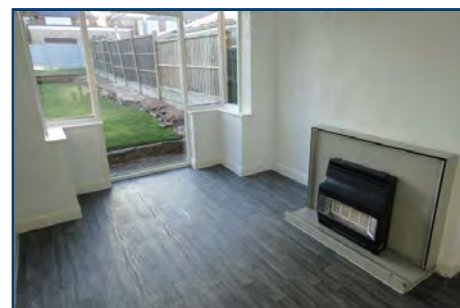
Ground Rent: £7.00 per annum.

Important Information

Notice has been served upon the Freeholder under Part I of the Leasehold Reform Act 1967 to purchase the freehold interest and this will be assigned to the purchaser upon completion providing them with the qualification rights to purchase the freehold. No negotiations relating to the cost of the freehold interest have been undertaken and the buyer will be responsible to agree the price with the Freeholder. A copy of the notice and all correspondence is available for inspection within the Legal Pack.

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

Viewings:: Via Cottons - 0121 247 2233



LOT 10

Freehold Investment - Shop, Workshop & 3 Flats - Rental £32,020 p.a.
 *Guide Price: £350,000 - £380,000 (+Fees)

365-367 Stockfield Road, Yardley, Birmingham, West Midlands, B25 8JP



Property Description:

An Investment opportunity comprising a double fronted motorcycle clothing and accessory shop with workshop and three separate self-contained Flats to the first floor.

The property is detached (originally two semi-detached properties), of brick construction with a pitched slate clad roof and has a single storey Workshop to the rear which extends over land to the rear of 369-373 Stockfield Road. All properties are self-contained and separately metered.

The property directly fronts Stockfield Road (A4040), close to the Junction with Waterloo Road and is located approximately one mile from both Yardley and Acocks Green Shopping Centres and within 500 metres from Coventry Road (A45), which provides direct access to Birmingham City Centre and the M42 Motorway (Junction 6).

Tenancy Information:

Ground Floor

Let as a motorcycle clothing and accessory at a current rental of £17,500 Per Annum.

Front Flat 365 Stockfield Road

Let on an Assured Shorthold Tenancy since 2011 at the original rent of £325 per calendar month (£3,900 Per Annum).

Rear Flat 365 Stockfield Road

Let on an Assured Shorthold Tenancy since November 2020 at a rental of £550 per calendar month (£6,600 Per Annum).

Flat 367 Stockfield Road

Let on an Assured Shorthold Tenancy since February 2018 at a rental of £335 per calendar month (£4,020 Per Annum).

Total Rental Income: £32,020 per annum

Accommodation:

Ground Floor

Retail Showroom: 92.92 sq m (1,000 sq ft), Office: 6.89 sq m (74 sq ft), Store: 18.6 sq m (200 sq ft), Lobby, Staff Toilet, Workshop One: 83.01 sq m (893 sq ft), Workshop Two: 34.81 sq m (374 sq ft),

Outside:

Shared right of access from Stockfield Road to an internal yard area.

First Floor

Front Flat - 365

Lounge, Kitchen, Inner Hall, Bathroom, Double Bedroom.

Rear Flat 365

Lounge, Hallway, Kitchen, Bathroom with panel bath having electric shower over, pedestal wash basin and wc, Double Bedroom.

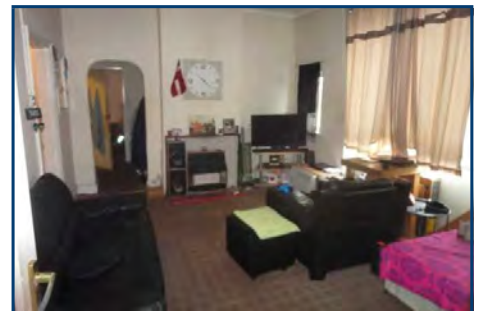
Flat 367

Lounge, Hallway, Kitchen, Bathroom with panel bath, pedestal wash basin and wc, Double Bedroom, benefitting from gas fired central heating.

Legal Documents:

Available at www.cottons.co.uk

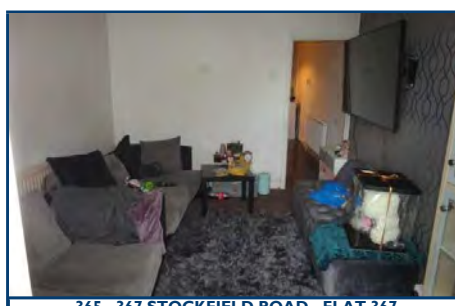
Viewings: Via Cottons - 0121 247 2233



365 - 367 STOCKFIELD ROAD - FLAT FRONT 365



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



365 - 367 STOCKFIELD ROAD - FLAT 367

LOT 11
Freehold Vacant Substantial End Terraced House with 6 Bedrooms

*Guide Price: £180,000 - £188,000 (+Fees)

By Instruction of Black Country Housing Group
15 Long Lane, Halesowen, West Midlands, B62 9LL


Property Description:

A substantial three storey end terraced house of brick construction surmounted by a hipped tile clad roof prominently located at the junction of Long Lane and Church Street benefitting from UPVC double glazed windows, gas fired central heating, three reception rooms, six bedrooms and vehicular gated access at the rear providing off road car parking.

The property is in need of refurbishment and modernisation. The property is located in an established mixed use area and conveniently within approximately 1/4 mile to the South of Black Heath Shopping Centre.

Accommodation:
Ground Floor

Porch, Large Reception Hall, Reception Room One: 6.38m x 3.93m, Reception Room Two: 3.59m x 2.14m, Reception Room Three: 4.26m x 3.89m, Clock Room with WC and wash basin, Kitchen: 3.61m x 3.52m with Utility Area: 2.1m x 1.63m.

First Floor

Stairs and Landing, Bathroom: 2.06m x 2.03m with bath, wash basin, WC, Bedroom One: 3.00m x 3.90m, Bedroom Two: 3.89m x 3.18m, Bedroom Three: 4.26m x 3.9m, Bedroom Four: 3.9m x 3.61m, Shower Room: 1.97m x 1.58m with shower and wash basin.

Second Floor

Stairs and Landing, Bedroom Five: 4.48m x 2.99m (maximum), Bedroom Six: 4.23m x 3.64m.

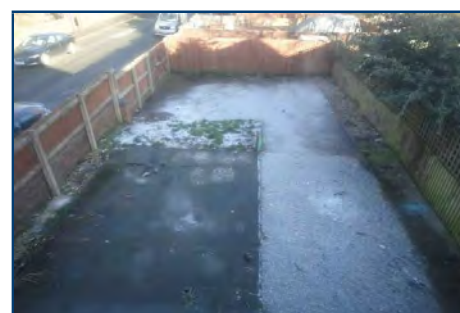
Outside:: Front : Small walled foregarden extending to side.

Outside:: Rear: Enclosed paved yard/garden with vehicular gated access off Church Street providing off road car parking.

Legal Documents::

Available at www.cottons.co.uk

Viewings:: Via Cottons - 0121 247 2233



LOT 12

Freehold Vacant Conversion/Investment Opportunity - Consent for 7 Flats *Guide Price: £300,000 - £330,000 (+Fees)

St. Leonard's Vicarage, 15 Walsall Street, Bilston, West Midlands, WV14 0AT



Property Description:

An attractive re-development opportunity comprising of the conversion of substantial Grade II listed period building prominently located at the Junction of Walsall Street and Lichfield Street (A41) and within the Centre of Bilston.

The property is partly arranged as offices, occupied by Citizens Advice Bureau who will vacate prior to completion and part of the property was converted in 1990's into three bedsit flats.

Full planning consent was obtained in January 2023 for conversion of the office accommodation to residential providing four separate one bedroom apartments and following re-development the property would contain seven separate residential units.

The property is of rendered brick construction surmounted by a multi-pitched roof and occupies a rectangular shaped plot with driveway access to the side of the building to a rear car park. Bilston is a long established Black Country Town located on Lichfield Street (A41) which leads directly off Black Country Route (A463) and the property is conveniently within approximately 2 miles to the South-East of Wolverhampton City Centre and 3 miles to the West of the M6 Motorway (Junction 10).

Planning

Planning was granted by Wolverhampton City Council Reference: 22/01297/FUL dated 11th January 2023 for change of use from office (A2) to residential accommodation (C3) providing 4 separate one bedroom apartment dwellings adding one matching window on the first floor and a ground floor access door.

Plans approved with the planning application detail a residential apartment scheme comprising:

Ground Floor Flat 5: One Bedroom: 61.3 sqms.
Flat 6, One bedroom : 59.7 sqms, Flat 7, One Bedroom: 47.1 sqms.

First Floor Flat 4: One Bedroom: 54.0 sqms. Three existing Bedsit Flats

Outside:: Surrounding gardens with driveway access to rear car parking containing 7 spaces.

A copy of the planning documents is available on both Wolverhampton City Council and the Auctioneers Websites.

Existing Accommodation:

Ground Floor:

Reception Hall, Five Offices, Four Consulting Rooms with ancillary Kitchen and Toilets and access to cellar.

Floor Area: 196 sqm (2,109 sq.ft)

First Floor

Stairs and Landing, Three Offices and Three Bedsit Flats with ancillary toilet/bathroom accommodation.

Floor Area: 170 sqm (1,829 sq.ft).

Total Floor Area: 366 sqm (3,939 sq.ft)

Total Site Area: 795 sqm (0.19 acres)

Legal Documents:: Available at

www.cottons.co.uk

Viewings:: Via Cottons - 0121 247 2233



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

LOT 13

Freehold Investment - Children's Day Nursery - Rental £25,000 (+VAT) pa
 *Guide Price: £350,000 - £380,000 + VAT (+Fees)

Children's Day Nursery (formerly known as The Hearing Centre), Cottage Street, Brierley Hill, West Midlands, DY5 1RE


Property Description:

A detached commercial premises originally built as a local authority clinic and hearing centre and currently used as a children's day nursery, of single storey brick construction occupying a corner plot, prominently situated at the junction of Cottage Street and Little Cottage Street. The property provides extensive and well laid out accommodation and occupies a rectangular shaped plot which extends to an area of approximately 0.33acres (1,335sq.mtrs) and which includes a rear car park and surrounding gardens.

The property is situated within Brierley Hill Town Centre and Cottage Street leads directly off Mill Street (A4100) which in turn leads off High Street containing a wide range of local shops and services and the property is within half a mile from Merry Hill Shopping Centre.

Tenancy Information

The property is let as a children's day nursery trading as Small Talk Nurseries on a lease for a term

of 14 years from 1st January 2019 on full repairing and insuring terms and at a current rent of £25,000 (+VAT) per annum, subject to 5 yearly rent reviews and tenant break clause. The nursery group operate a franchise model over six sites within the West Midlands and further information can be found on their website www.stn4u.com

Accommodation
Ground Floor

Net Internal Area: 244.3sq.mtrs (2,629sq.ft)

approximately

Gross Internal Area: 352.09sq.mtrs (3,790sq.ft)

approximately

Outside:

Surrounding gardens and rear tarmacadamed car parking area with spaces for approximately 14 vehicles.

Total Site Area: 0.33acres (1,335sq.mtrs)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



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



LOT 14

Freehold Vacant Four Bedroom Semi-detached House *Guide Price: £350,000 - £370,000 (+Fees)

2 Swanshurst Lane, Moseley, Birmingham, West Midlands, B13 0AJ



Property Description:

A substantial four bedroom semi-detached property of brick construction surmounted by a tiled roof situated on a corner plot and set back from the road behind walled and lawned fore/side gardens. The property further benefits from having a gated parking area to the rear located off Yardley Wood Road and a garage located adjacent to 6 Swanshurst road. The property benefits from having well laid out accommodation, UPVC double glazing and four double bedrooms, however does require modernisation and improvement throughout. The property is located on a corner plot with both Swanshurst Lane and Yardley Wood Road.

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Rear Reception Room, Kitchen, Store and WC

First Floor

Stairs, Landing, Bedroom 1, Bedroom 2, Bedroom 3, Bedroom 4, Bathroom with panelled bath, wash basin and WC, Loft Space with velux window

Outside:

Front and Side: Walled and lawned gardens

Rear: Garden, Gated Paving area located off Yardley Wood Road and a garage located adjacent to 6 Swanshurst road

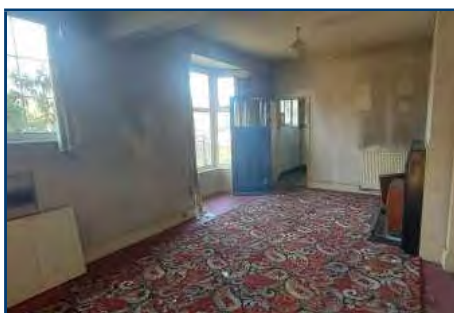
Legal Documents— Available at www.cottons.co.uk

Viewings — Via Cottons — 0121 247 2233

Rear Parking Area



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



Garage Adj to 6 Swanshurst Rd



LOT 15
Freehold Vacant Mid Terraced House with Two Bedrooms

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

By Instruction of Black Country Housing Group
68 Mount Street, Halesowen, West Midlands B63 4NU
Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof benefitting from UPVC double glazed windows, gas fired central heating and two bedrooms. Mount Street forms part of an established residential area and is located directly off Hagley Road (B4183) conveniently within approx. 400m to the South West of Halesowen Town Centre.

Accommodation:
Ground Floor

Lounge 3.52m x 3.35m, Dining Kitchen 3.34m x 3.15m with range of units and walk in cupboard.

First Floor

Stairs and Landing, Bedroom One: 3.54m x 3.35m, Bedroom Two: 3.34m x 2.07m, Bathroom: 2.42m x 1.32m with paneled bath, pedestal wash hand basin and WC.

Outside:: Rear: Paved yard/garden with brick store and rear pedestrian access.

Legal Documents:

Available via: www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 16

Leasehold Investment - 2 Bedroom Flat & Garage - Rental £9,600 pa
 *Guide Price: £70,000 - £80,000 (+Fees)

45 Lingfield Court, Hamstead Road, Great Barr, Birmingham, West Midlands B43 5BL

Property Description:

A two bedroom flat situated on the second floor of a purpose built block of brick construction surmounted by a tiled roof set back from the road behind communal gardens. The property benefits from having UPVC double glazing, electric heating, and garage located to the rear. Lingfield Court is located off Hamstead Road (B4167). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £750 pcm (£9,000 per annum) and a separate tenancy agreement for the garage producing £50 pcm (£600 per annum).

Accommodation:

Ground Floor

Communal Entrance giving access to hallway and stairs

First Floor

Entrance Hallway, Lounge (4.12x4.35m), Kitchen (2.09x3.63m), Bedroom 1 (3.20x3.80m), Bedroom 2 (2.42x3.05m) and Bathroom (2.10x2.02m).

Outside:

Garage providing secure off road parking and communal gardens.

Leasehold Information:

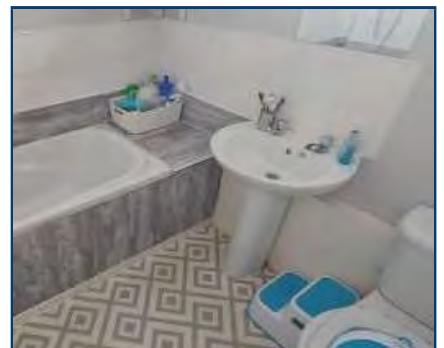
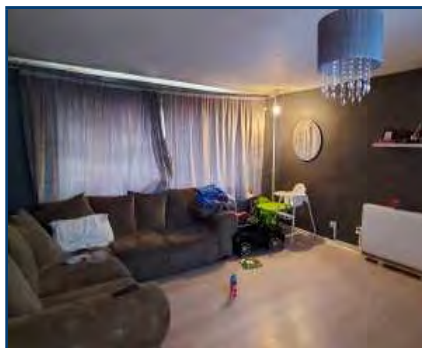
Term: 99 years (less 21 days) from 24th June 1973

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



--- Legal Documents Online ---



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

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LOT 17
Leasehold Vacant Two Bedroom Apartment

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

Flat 2 Ascot House 49 Jockey Road, Sutton Coldfield, Birmingham, B73 5PH

Property Description:

A ground floor two bedroom apartment situated in a modern purpose built block set back from the road behind communal gardens and parking. The property benefits from having double glazing, electric heating and modern kitchen and bathroom fittings and is offered for sale in presentable condition. The property further benefits from having private parking located in the communal court yards. The property is located on Jockey Road close to the junction with Goldieslie Road. The property is within a ten minute walk from both Sutton Coldfield Town Centre which provides a wide range of shops and amenities and Sutton Park (Wyndley Gate)

Accommodation:
Ground Floor

Communal Entrance with secure door entry system

Flat 2:

Entrance Hallway, Lounge/Kitchen: (5.17x3.99m), Bedroom 1: (5.12x3.42m), Bedroom 2: (3.31x2.69m), Shower Room having double shower, wash basin and WC: (2.69x2.41m)

Outside:

Communal Gardens and Courtyard with private parking

Leasehold Information

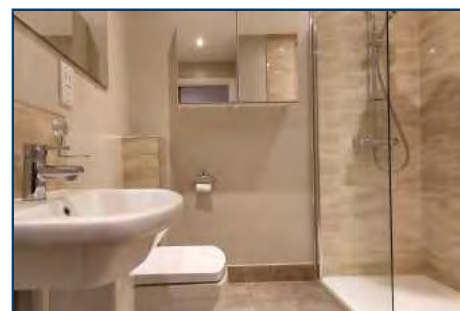
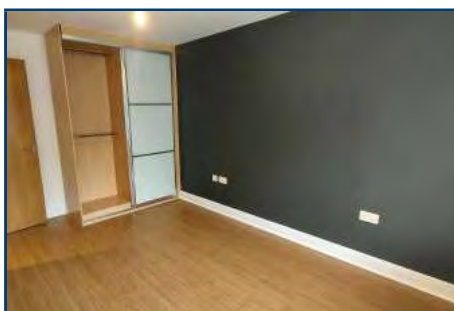
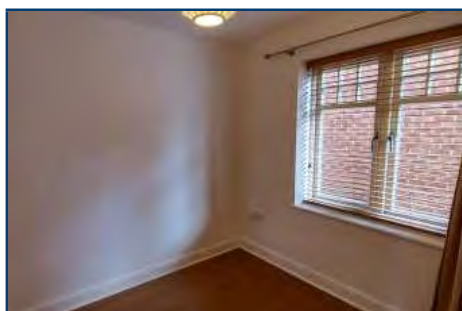
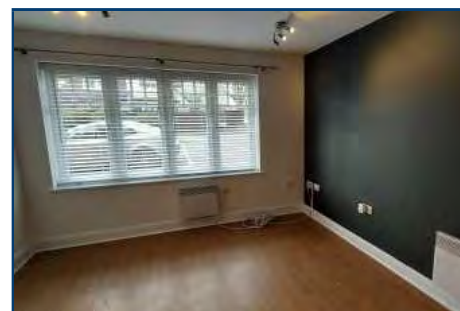
Term: 125 years from 1 April 2006

Ground Rent: £500 per annum until 2036

Service Charge: Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



LOT 18

94A - 102A High Street, Bromsgrove, Worcestershire B61 8EX



Property Description:

A substantial investment opportunity comprising of six self-contained flats located on the first and second floors of a three storey property situated on the High street and accessed off Windsor street. All of the flats benefit from having UPVC double glazing, electric heating, allocated parking space and rear storage shed. The properties are located off Windsor Street close to the junction with Windsor Gardens and Chapel Street, Bromsgrove High street itself provides a wide range of shop and amenities. All six of the flats are currently let producing a rental of £36,456 per annum. A schedule of Tenancies are detailed below:

SCHEDULE OF RENTS - We are informed by the client that there are no rental arrears and rent reviews are due on various flats in 2023 which will result in future annual rental income exceeding £38,000 per annum.

94A - £475pcm (£5,700 per annum)

96A - £475pcm (£5,700 per annum)

98A - £475pcm (£5,700 per annum)

100A - £575pcm (£6,900 per annum)

102A - £600pcm (£7,200 per annum)

102 - £438pcm (£5,256 per annum)

Total Rental - £3,038pcm (£36,456 p.a.).

Accommodation:

First Floor

Flats 94A, - Kitchen: (3.73x 2.46m), Lounge/Bedroom: (4.32x3.73m), Shower Room: (1.65x1.71m) with shower cubicle, wash basin, WC

Flats 102, - Kitchen: (3.73x 2.46m), Lounge/Bedroom: (4.32x3.73m), Shower Room: (1.65x1.71m) with shower cubicle, wash basin, WC

Second Floor

Flats 96a,

Kitchen: (3.73x 2.46m), Lounge/Bedroom: (4.32x3.73m), Shower Room: (1.65x1.71m) having shower cubicle, wash basin and WC

Flats 98a,

Kitchen: (3.73x 2.46m), Lounge/Bedroom: (4.32x3.73m), Shower Room: (1.65x1.71m) having shower cubicle, wash basin and WC

100a

Entrance Hallway, Bedroom, Inner Lobby, Bathroom having panelled bath with shower over, wash basin and WC, Lounge, Kitchen

102a

Entrance Hallway, Bedroom: (2.48x3.08m), Inner Lobby, Bathroom having panelled bath with shower over, wash basin and WC: (1.70x1.71m), Lounge: (3.66x3.15m), Kitchen: (3.67x2.57m)

Outside:

Allocated parking spaces for each flat and storage shed accessed off Windsor Street

Leasehold Information:

All six flats are held on one title
Term: 125 years from 25th June 2006
Ground Rent: Refer to Legal Pack
Service Charge: Refer to Legal Pack

Legal Documents:

www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Access of Windsor Street



View from the High Street

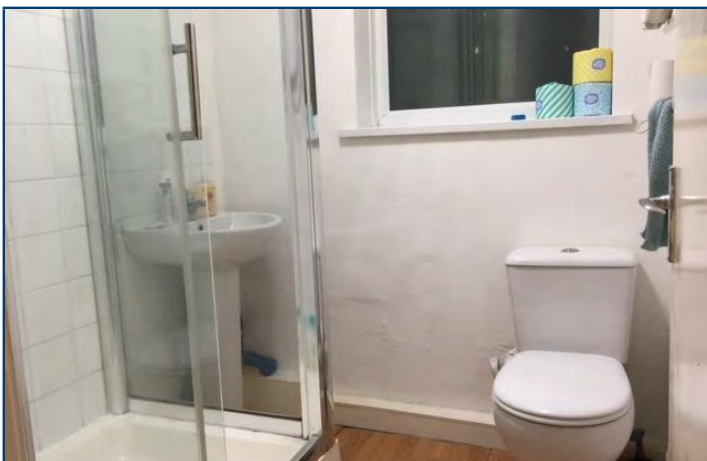


Flat 102a

Leasehold Investment Opportunity - Six Self Contained Flats - Rental Income: £36,456 p.a.
*Guide Price: £445,000 - £475,000 (+Fees)



Flat 94a



Flat 98a



Flat 98a

LOT 19

Freehold Vacant Fish and Chip Shop/Takeaway & Two Bedroom Flat

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

37 Albion Street, Rugeley, Staffordshire, WS15 2BY



Property Description:

A mid terraced property comprising of a ground floor fish & chip shop/hot food takeaway along with a well laid out 2 bedroom flat to the first and second floors benefitting from separate access off Albion street. The property forms part of a busy pedestrianised location within Rugeley town centre and benefitting from a high level of passing trade and pedestrian footflow. The ground floor fish and chip shop benefits from having both front and rear access with separate access to the flat. The property has gas fired central heating and part double glazing. The Town centre contains a wide range of both local and multiple retailers.

Accommodation:

(All measurements are maximum length & width)

Ground Floor:

Fish & Chip Shop/Takeaway (23.84x3.14m) having front and rear entrances with wheelchair access to the rear, Kitchen and Preparation area, Waiting and Seating area, Basement and wc

First Floor Flat:

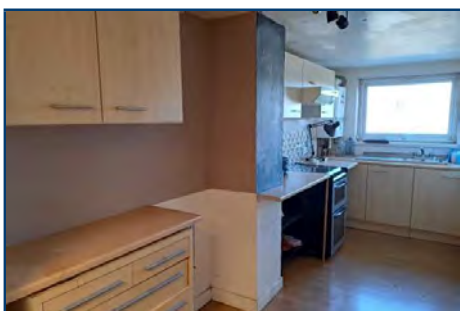
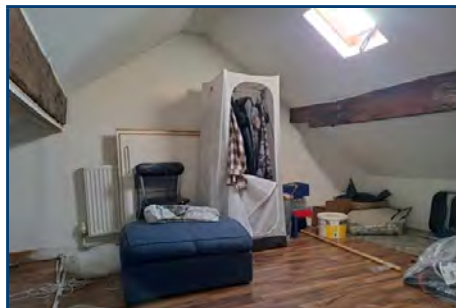
Stairs from the ground floor, Hallway/Dining Area (3.478x2.77m), Lounge (5.82x3.15m), Kitchen (4.82x1.76m), Bedroom 1 3.69x3.39m Bathroom having panelled bath with shower over, wash basin and WC: (4.73x1.28m), Stairs

Second Floor

Bedroom 2 (4.19x3.47m)

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

Viewings – Via Cottons – 0121 247 2233



LOT 20

Leasehold First Floor Flat Investment

*Guide Price: £50,000 - £57,000 (+Fees)

48 Alpha Close, Balsall Heath, Birmingham, West Midlands B12 9HF

Property Description:

A well laid out one bedroom flat situated on the second floor of a modern purpose built block of brick construction, surmounted by a pitched tile clad roof and set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and part electric heating and is offered for sale in a presentable condition.

The property is pleasantly situated adjacent to public open space and Alpha Close is located off Lincoln Street and is conveniently within approximately two miles from Birmingham City Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £425pcm (£5,100pa). The tenant has been in occupation for 15 years keeping the property in a clean, tidy and well maintained condition and has indicated that they would like to continue their occupation on an ongoing basis.

Accommodation:

Ground Floor

Communal Entrance with security door entry system.

Flat:

Reception Hall, Lounge: 3.98m x 3.61m, Double Bedroom: 3.99m x 2.99m, Kitchen: 3.1m x 1.61m and Bathroom having panelled bath with shower over, wash basin and wc.

Outside:

Front: Communal gardens,

Leasehold Information:

Term: 99 years from 24 June 1983

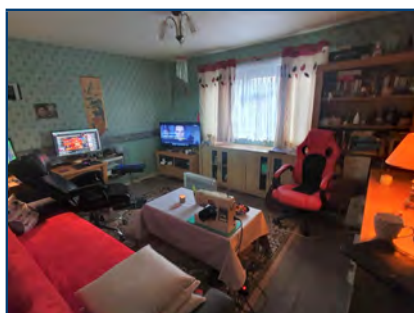
Ground Rent: £90 pa

Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 21

Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £145,000 - £155,000 (+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

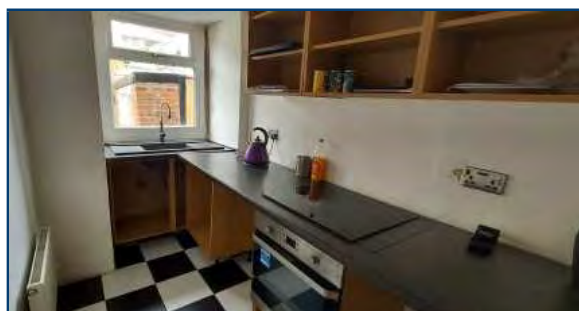
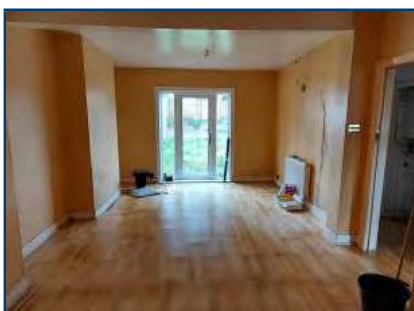
Outside:

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

Viewings – Via Cottons – 0121 247 2233



LOT 22

Leasehold Vacant First Floor Flat with Garage *Guide Price: £60,000 - £67,000 (+Fees)

Flat 16, Lode Mill Court, Lode Lane, Solihull, West Midlands B92 8NR

Property Description:

A well laid out first floor flat forming part of a three storey purpose built development, set back from Lode Lane behind a mature foregarden and service road. The property benefits from UPVC double glazed windows, part electric heating and a lock up garage (No. 8) located in an adjacent block.

The property is situated close to the Junction with Dovehouse Lane, adjacent to the Land Rover Car Manufacturing Plant, being one of the largest employers in Solihull and approximately 1 1/2 miles from Solihull Town Centre.

Accommodation:

Ground Floor

Communal Entrance with security door entry system.

First Floor

Communal Stairs and Landing, Entrance Hall with built in store cupboard, Lounge: 4.45m x 3.31m, Bedroom: 3.62m x 2.48m, Kitchen: 2.65m x 1.62m, Bathroom: 2.19m x 1.67m with panelled bath, wash basin, WC.

Outside: Communal gardens with driveway to rear yard containing lockup garage (No.8).

Leasehold Information

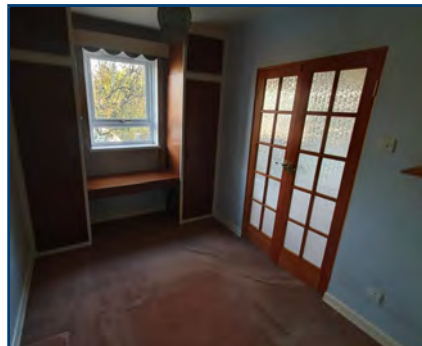
Lease Term: 99 years from 29 September 1977

Ground Rent: £30.00 per annum

Service Charge: Refer to legal pack

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

Viewings: via Cottons - 0121 247 2233



LOT 23

Two Freehold Ground Rents secured upon Modern Houses *Guide Price: £7,000 - £9,000 (+Fees)

Freehold Ground Rents, 4 & 10 Festival Mews, Hednesford, Cannock, Staffs. WS12 4UT

Property Description:

A pair of Freehold Ground Rents secured upon 2 modern dwellinghouses known as 4 Festival Mews comprising of a mid-terraced house and 10 Festival Mews comprising of a semi-detached house each of two storey brick construction with hipped tiled clad roofs.

Festival Mews comprises of a cul-de-sac leading off Belt Road located approximately 2 miles to the North of Cannock Town Centre.

Ground Rent Income

Each property is subject to a Long Lease for a term of 99 years from 29th of September 1995 (approximately 71 years unexpired) and each at a current ground rent of £50 per annum, rising in 2028 to £100 per annum and rising in 2051 to £150 per annum for the remainder of the term.

Total current ground rent income: £100 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings

Not Applicable



10 Festival Mews



4 Festival Mews

LOT 24

Two Freehold Ground Rent Investments in Rugeley, Staffs

*Guide Price: £10,000 - £13,000 (+Fees)

FGRs, 7 Daywell Rise, WS15 2TN & 2 Finches Hill, Rugeley, Staffordshire WS15 2RE

Property Description:

A pair of Freehold Ground Rent Investments secured upon modern semi-detached house located in Daywell Rise, which is privately set back behind a foregarden and garage and a modern detached bungalow in Finches Hill, located in a cul-de-sac, set back behind a lawned foregarden and long driveway.

Both properties are located approx. one mile to the north west of Rugeley Town Centre, close to Cannock Chase, an area of outstanding natural beauty.

Lease Information:

7 Daywell Rise: The property is subject to a long lease for a term of 99 years from 25th March 1967 (less than 43 years unexpired), at a Ground Rent of £21 per annum.

2 Finches Hill: The property is subject to a long lease for a term of 99 years from 25th March 1968 (less than 44 years unexpired), at a Ground Rent of £20 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



7 DAYWELL RISE



2 FINCHES HILL

LOT 25

Freehold Ground Rent Secured on a Semi Detached House

*Guide Price: £25,000 - £28,000 (+Fees)

FGR 85 Bridle Lane, Streetly, Sutton Coldfield, West Midlands B74 3QE

Property Description:

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

The property is situated in the popular and well regarded residential area of Streetly.

The property is subject a long lease term of 99 years from 24 June 1953 (approx. 29 years unexpired) at a ground rent of £7.50 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 26

Freehold Land

*Guide Price: £100 - £200 (+Fees)

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

Property Description:

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

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

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

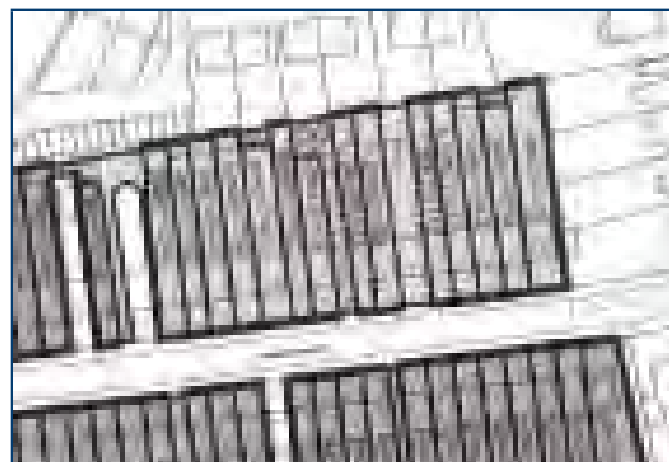
Note: The land is subject to established third party rights of way.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 27

Freehold Vacant Terraced Property (6 Informal HMO/Bedsitting Rooms) *Guide Price: £200,000 - £220,000 (+Fees)

69 Hillaries Road, Erdington, Birmingham, West Midlands, B23 7QS



Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide six individual bed-sitting rooms all having en-suite shower rooms, small kitchenettes, being separately metered with individual unvented hot water cylinders. The property further benefits from having UPVC double glazing, electric heating, communal kitchen with modern units and CCTV. Hillaries Road is located off both Slade Road and Gravelley Hill (A5127). The property itself is within walking distance to Gravelley Hill Railway Station and the property is within close proximity to Junction 6 of the M6 Motorway and within half a mile of Erdington High Street.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway,
Room 1: (4.07x3.42m) (including Small Kitchenette),
Shower Room: (2.20x0.79m) with shower cubicle, wash basin, WC,

Room 2: (3.77x3.38m) (including Small Kitchenette)
Shower Room: (2.24x2.78m) having shower cubicle, wash basin and WC,
Communal Kitchen: (4.31x2.75m)
Room 3: (4.04x2.76m) (including Small Kitchenette)
Shower Room: (2.15x0.80m) having shower cubicle and WC, Stairs

First Floor

Room 4: (3.61x4.73m) (including Small Kitchenette),
Shower Room: (1.31x1.63m) having shower cubicle, wash basin and WC
Room 5: (3.76x4.01m) (including Small Kitchenette),
Shower Room: (1.61x1.56m) having shower cubicle, wash basin and WC
Room 6: (4.55x2.78m) (including Small Kitchenette),
Shower Room: (1.83x1.82m) having shower cubicle, wash basin and WC

Outside:

Front: Walled foregarden

Rear: Patio area and lawned garden

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

Viewings – Via Cottons – 0121 247 2233

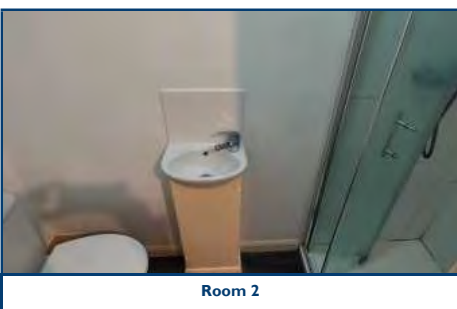
Room 4



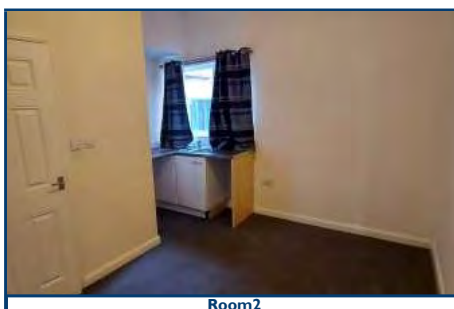
Room 6



Communal Kitchen



Room 2



Room2

LOT 28
Freehold Mixed Use Investment - 2 Commercial & 2 Flats - Rent £18,500 pa
 *Guide Price: £170,000 - £185,000 (+Fees)

9 Station Road, Hednesford, Cannock, Staffordshire, WS12 4DH

Property Description:

A valuable freehold investment opportunity comprising of a substantial semi-detached premises of two storey brick construction with a pitched tile clad roof and containing a ground floor retail shop currently trading as a nail salon, a tattoo studio to the first floor and two one bedroom flats located to the rear.

The property is situated directly fronting Station Road opposite Hednesford Medical Centre and close to the traffic roundabout junction with Market Street and Cannock Road. Hednesford is a popular and established commuter town and the property is located on the edge of Hednesford town centre, close to Hills Local Nature Reserve and within less than one mile from Cannock Chase Area of Outstanding Natural Beauty and two miles to the north of Cannock Town Centre.

Tenancy Information:

Ground Floor Shop: Let as a Nail Bar trading as Tammy's Nails originally on a Lease for a Term of 3 years which expired on the 6th of April 2021 and currently holding over at a rental of £475 pcm (£5,700 per annum)

First Floor Tattoo Studio: Let trading as Inksane Tattoo's at a rental of £346.86 pcm (£4,162 per annum). The tenant has been in occupation for in excess of 10 years.

Ground Floor Flat: Let on an assured shorthold tenancy at a rental of £360 pcm (£4,320 pa)

First Floor Flat: Let on an assured shorthold tenancy at a rental of £360 pcm (£4,320 pa)

Total Rental: £1,541.66 pcm (£18,500 pa)

Ground Floor: Nail Salon: 33.27 sqms (358 sqft), inner hall with cellar access, one room: 31.49 sqms (339 sqft), Staff Room: 13.32 sqms (143 sqft), Cloakroom with WC and wash basin, hallway to **First Floor:** Tattoo Studio with Stairs and Landing, Reception: 12.27 sqms (132 sqft), Studio One: 14.63 sqms (157 sqft), Studio Two: 17.77 sqms (191 sqft), Staff Room with Kitchen: 8.47 sqms (91 sqft), Cloakroom with WC and wash basin.

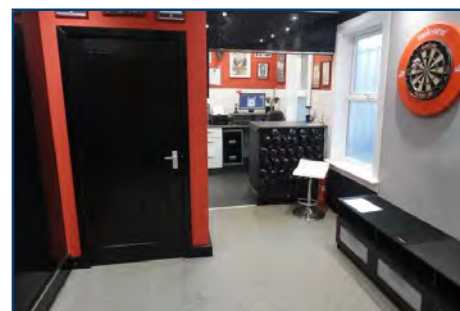
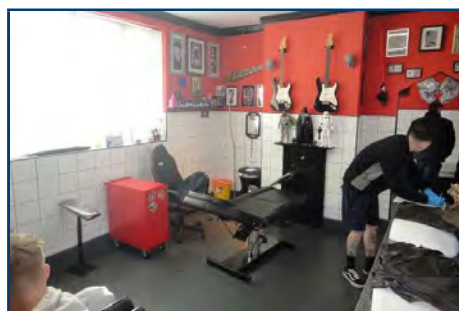
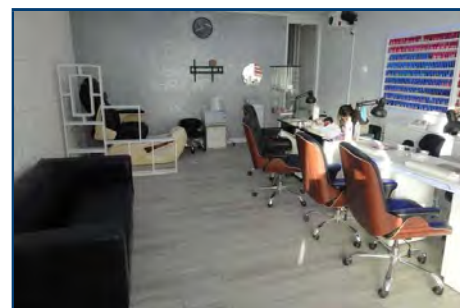
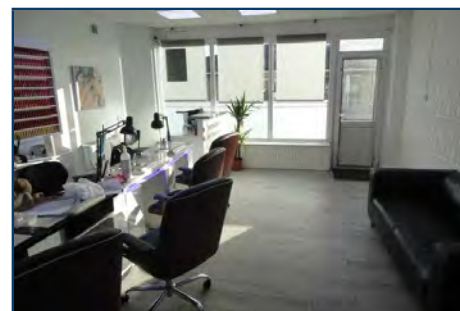
Ground Floor Flat: (Not Inspected): We are advised that the accommodation comprises, Lounge with Kitchen, Bedroom, Shower Room with WC.

First Floor Flat: Rear Access Stairs: Lounge opening into Kitchen, Shower Room, glazed shower cubicle, wash basin and WC, Bedroom - Gross Internal Area: 20.50 sq.m (220 sq.ft).

Outside Rear: Enclosed yard area with stores.

Legal Documents: Via www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 29

Freehold Investment - Two Self contained Flats

*Guide Price: £205,000 - £225,000 (+Fees)

43 & 43A Court Lane, Erdington, Birmingham, West Midlands, B23 6NS



Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and drive allowing for off road parking. The property has been converted to provide two self contained flats, 1x one bedroom and 1x two bedroom. Each flat has its own separate entrance and benefit from UPVC double glazing, gas fired central heating being separately metered. The property is situated on the corner of Court Lane and Norfolk Road, and the property is approximately three quarters of a mile in distance from both Erdington Railway station and High street. Both flats are currently let producing a rental of £13,500 per annum, a schedule of tenancies are detailed below

Schedule of Tenancies

Flat 43 - Let on an Assured Shorthold Tenancy at £575 pcm (£6,900 per annum)

Flat 43a - Let on an Assured Shorthold Tenancy at £550 pcm (£6,600 per annum)

Total Rental Income: £1,125 pcm (£13,500 pa)

Accommodation:

(All measurements are maximum length & width)

Flat 43 (Ground Floor Flat)

Lounge (5.44x5.19m), Bedroom (3.33x3.32m), Bathroom (2.14x1.55m) having panel bath with shower over, wash basin and wc, Kitchen (2.63x2.36m), Inner Lobby/Utility Area (2.15x1.71m), Bedroom 2 (2.16x3.63m)

Flat 43a (First Floor Flat)

Ground Floor

Entrance Hallway, Cellar, Stairs

Second Floor

Hallway, Lounge (4.72x3.77m), Bedroom (3.71x3.40m), Bathroom (1.71x2.04m) having panel bath with shower over, wash basin and wc, Kitchen (2.62x2.97m).

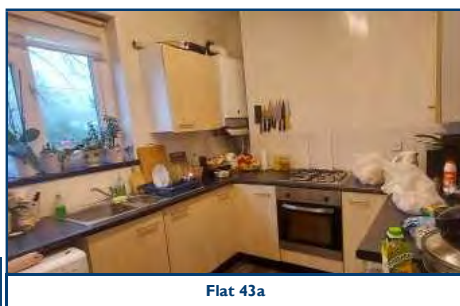
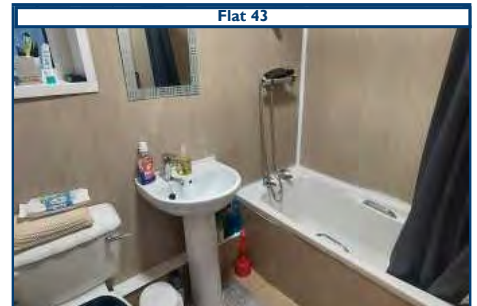
Outside:

Front: Walled foregarden and drive

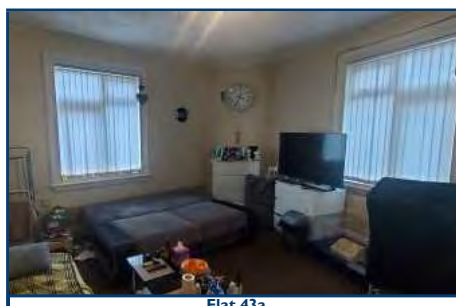
Rear: Garden

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

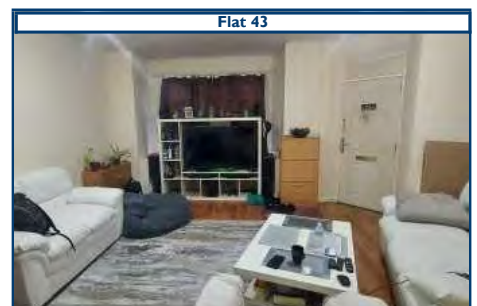
Viewings: - Via Cottons - 0121 247 2233



Flat 43a



Flat 43a



Flat 43

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LOT 30

Leasehold Vacant Mansion Apartment with Four Bedrooms

*Guide Price: £55,000 - £65,000 (+Fees)

Flat 19 Hampton Court, George Road, Edgbaston, Birmingham, West Midlands, B15 1PU



Property Description:

A well laid out four bedroom apartment, located on the fourth floor of a purpose built mansion block, having well laid out accommodation suited to both tenants and owner/occupiers working within the City Centre. and benefiting from UPVC double glazed windows and gas fired central heating.

The property forms part of the highly regarded B15 postcode district of Edgbaston and George Road is located directly off Islington Row Middleway (A4540) on the edge of the City Centre and conveniently within less than 200 metres of Five Way Railway Station, 1/4 mile from Broad Street and within 1 mile from the City Centre.

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, lift and stair access to:

Fourth Floor

Communal Landing, Reception Hall with walk in Store, Kitchen: 2.97m x 2.76m, Lounge: 5.43m x 3.61m, Bedroom One: 4.18m x 3.00m, Bedroom Two: 2.98m x 1.95m, Bedroom Three: 4.81m x 3.00m, Bedroom Four: 3.62m x 3.09m, Bathroom: 2.41m x 1.45m, panelled bath having shower over, pedestal wash hand basin, WC.

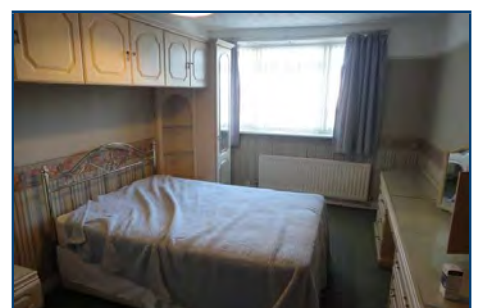
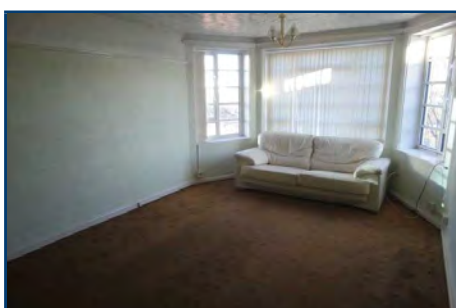
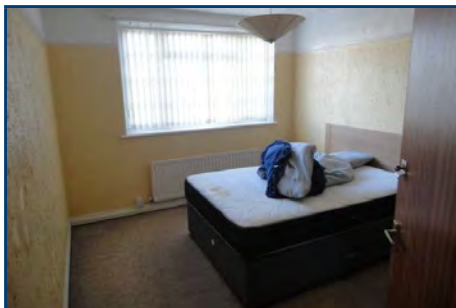
Leasehold Information: Lease term from 30th January 1984 to 22nd March 2035.

Ground Rent: £10 per annum.

Service Charge: Refer to Legal Pack.

Legal Documents: available via www.cottons.co.uk

Viewings: via Cottons - 0121 247 2233



LOT 31
Freehold Vacant End Cottage with Two Bedrooms and Parking

*Guide Price: £210,000 - £220,000 (+Fees)

204 Lichfield Road, Four Oaks, Sutton Coldfield, West Midlands, B74 2UB

Property Description:

An end terraced cottage of two storey brick construction surmounted by a pitched slate clad roof, forming part of a terrace of similar cottages located directly off Lichfield Road, accessed by a private driveway. The property benefits from two bedrooms, mostly UPVC double glazed windows, gas fired central heating and off road parking space.

The property is located in the highly regarded and sought after location of Four Oaks, conveniently within walking distance of Four Oaks Railway Station being within approximately 1/4 mile distance to the South and within 1/2 mile from the popular Mere Green Shopping Centre, containing a wide range of retail shops and leisure amenities located approximately 1/2 mile to the North. Both Sutton Coldfield Town Centre and Sutton Park are within approximately 1 mile distance.

Accommodation:
Ground Floor

Porch, Lounge: 4.44m x 3.41m, Dining Room: 2.48m x 1.92m, Bathroom with bath and pedestal wash basin, Kitchen: 2.55m x 2.13m, Lobby to Toilet with WC. Rear Entrance Hall/Utility Area.

First Floor

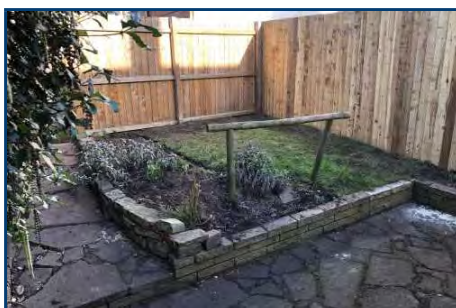
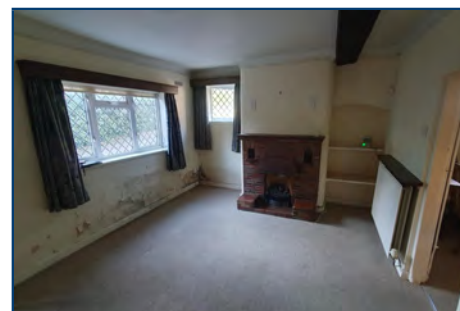
Stairs and Landing, Bedroom One: 4.46m x 3.32m, Bedroom Two: 2.72m x 2.10m.

Outside:: Front : Small paved forecourt.

Outside:: Rear: Paved patio and lawned garden with rear pedestrian access to parking space, located off Lichfield Road.

Legal Documents: Visit www.cottons.co.uk

Viewings:: Via Cottons - 0121 247 2233



LOT 32

Freehold Building Plot (Planning for Five Bedroom Detached House)

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

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

Property Description:

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

Planning:

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

Proposed Accommodation:

Ground Floor

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

First Floor:

4 Bedrooms one having en-suite and Family Bathroom

Second Floor

Master Bedroom with en-suite

Outside:

Front: Garden Area and adjacent parking

Rear: Garden

Legal Documents:

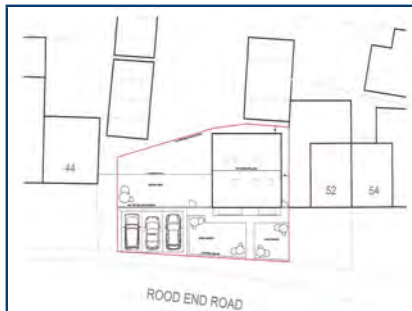
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Viewings:

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



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LOT 33
Freehold Vacant Fully Refurbished Semi-Detached House with 3 Bedrooms

*Guide Price: £270,000 - £290,000 (+Fees)

93 Newbridge Road, Bordesley Green, Birmingham, West Midlands, B9 5JF

Property Description:

A highly presentable semi-detached house of two storey rendered brick construction, surmounted by a hipped tile clad roof, fully refurbished throughout in 2021 which included new roof covering and rendering, internal re-plastering, new UPVC double glazed windows and external doors, kitchen and bathroom fittings, gas fired central heating system, re-wiring, re-decoration, new floor coverings and carpets throughout, newly tarmacadam forecourt and fencing to rear garden.

The property provides a well laid out family home forming part of an established residential area and Newbridge Road is located between Hobmoor Road and Yardley Green Road and conveniently within approximately 1/2 mile from Heartlands Hospital, one mile from local services in Bordesley Green and Yardley and four miles to the east of Birmingham City Centre.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room: 3.46m x 3.31m, Rear Reception Room: 3.93m x 3.26m, Kitchen: 2.72m x 2.08m with a range of modern fittings, having built in oven, hob and cooker hood.

First Floor

Stairs and Landing, Bedroom One: 3.33m x 3.31m, Bedroom Two: 3.92m x 3.27m, Bedroom Three: 2.20m x 2.08m, Bathroom: 2.69m x 2.07m with modern suite, having panelled bath with shower attachment, pedestal wash basin and WC. Ladder access for Loft Storage (Note: The loft area may be suitable for conversion to further bedroom, accommodation similar to the adjacent house subject to planning consent).

Outside: Front: Tarmacadam forecourt providing off road car parking.

Outside: Rear: Pedestrian side access to a long lawned garden.

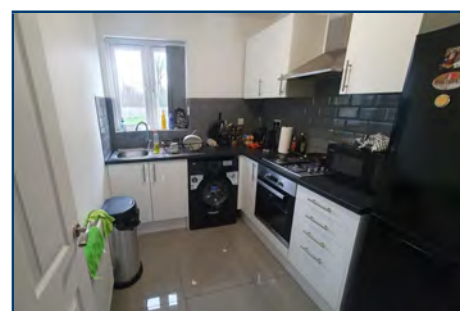
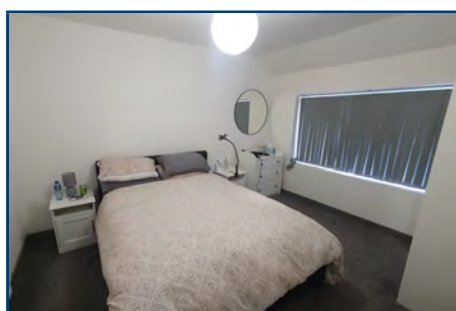
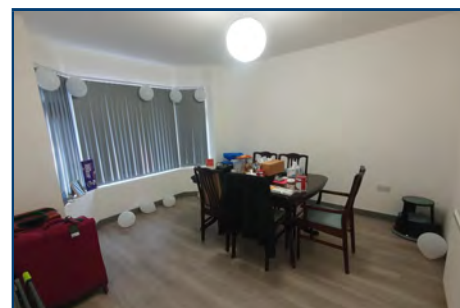
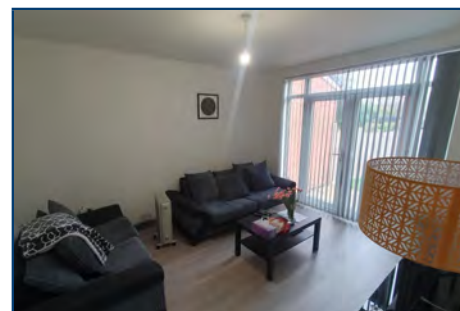
Legal Documents:

Available at www.cottons.co.uk

Viewings:

via Cottons - 0121 247 2233

Note: Completion will be 56 days following exchange of contracts.



LOT 34

Freehold Vacant Mid Terraced House with Two Bedrooms

*Guide Price: £120,000 - £128,000 (+Fees)

185 Long Street, Atherstone, Warwickshire, CV9 1AH



Property Description:

A traditional mid terraced house of two storey brick construction having a two storey extension to the rear and surmounted by a pitched tile clad roof. The property provides generous and well laid out accommodation, benefitting from UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings and two double bedrooms.

The property is situated directly fronting Long Street close to the Junction with Welcome Street and within 100 metres from Atherstone Town shops and amenities. Atherstone comprises of a Historic Market Town situated in North Warwickshire, conveniently located within approximately 4 miles to the South of M42 Motorway (Junction 10).

Accommodation:

Ground Floor

Shared secure entry, Side Entrance Hall, Dining Kitchen: 3.45m x 2.99m with range of modern fitted units, Lounge: 3.88m x 3.86m opening into Dining Room: 2.64m x 2.26m.

First Floor

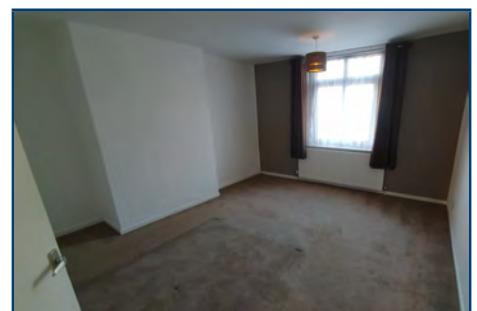
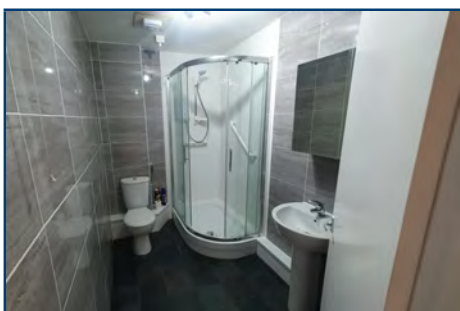
Stairs and Landing, Bedroom One (Double): 4.11m x 3.57m, Bedroom Two (Double): 4.64m x 2.67m with walk in wardrobes, Shower Room: 2.62m x 1.65m, fully tiled with modern suite comprising glazed shower enclosure, pedestal wash basin and WC.

Outside: Rear: Pedestrian right of way to a paved yard/patio with brick store and WC and enclosed lawned garden.

Legal Documents:

Available via www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 35
Leasehold Investment - Ground Floor One Bedroom Maisonette

*Guide Price: £70,000 - £75,000 (+Fees)

7 Washington Drive, Handsworth Wood, Birmingham, West Midlands B20 2LR
Property Description:

A well laid out maisonette, situated on the ground floor of a two store purpose built development and set within lawned gardens with residents carparking and benefitting from UPVC double glazed windows and gas fired central heating.

Washington Drive comprises of a modern housing development leading off Bramley Drive which in turn leads off Cherry Orchard Road and forms part of the popular Handsworth Wood residential suburb located approximately 4 miles to the North of Birmingham City Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

Accommodation:
Ground Floor:

Private Entrance Hall, Lounge: 5.48m x 3.22m (maximum), opening to Kitchen: 3.78m x 1.82m with range of fitted units, lobby, Bathroom: 2.23m x 1.8m, with panelled bath vanity wash basin, W/C, Bedroom: 4.00m x 2.48m.

Outside:

Lawned foregarden and parking space.

Leasehold Information

Lease Term: 99 years from 25th March 1990.

Ground Rent: £50 per annum.

Legal Documents::

Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 36
Freehold Vacant Garage/Workshop and Gated Yard

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

109A Russell Road, Hall Green, Birmingham, West Midlands B28 8SQ
Property Description:

A freehold substantial timber built garage/workshop set back from the road behind a gated yard. The site extends to approximately 146 sq m (1,576 sq ft) and has vehicular access off Russell Road, the workshop/garage is in a dilapidated condition. The site maybe suitable for a variety of uses and all interested parties should discuss any proposals they may have with Birmingham City Council.

The property is situated on Russell Road adjacent to 109. The property is located close to the junction with Shaftmoor Lane.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



LOT 37

Freehold Vacant Mid-Terraced House with Three Double Bedrooms

*Guide Price: £150,000 - £165,000 (+Fees)

4 Paignton Road, Edgbaston, Birmingham, West Midlands, B16 0JX



Property Description:

A mid terraced Villa style house of two storey brick construction surmounted by a pitched slate clad roof, occupying an elevated position set back from the road behind a walled fore garden and providing generous and well laid out accommodation, which includes three double bedrooms. In addition the property benefits from UPVC double glazed windows and gas fired central heating (boiler currently faulty) and provides scope for loft conversion and/or rear extension to increase the existing accommodation (subject to planning).

Paignton Road forms part of a traditional residential area and is located off Rotton Park Road which in turn leads off City Road (A4040) the property is located conveniently within approximately 3/4 mile from City Hospital and 2 miles to the West of Birmingham City Centre.

Accommodation:

Ground Floor

Reception Hall, Inner Hall, Front Reception Room: 4.18m x 3.07m (maximum), Rear Reception Room: 4.19m x 3.98m, Dining Kitchen: 5.8m x 2.54m with a range of fitted units.

First Floor

Stairs and Gallery Landing, Bedroom One (Full Width Double): 4.87m x 3.52m (maximum), Bedroom Two (Double): 3.89m x 3.05m, Shower Room: 1.86m x 1.75m with glazed shower cubicle, vanity wash basin and WC, Bedroom Three (Double): 3.91m x 3.2m.

Outside: Front: Walled foregarden.

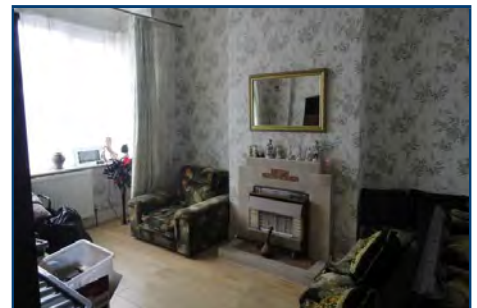
Outside: Rear : Shared pedestrian entry to paved yard/garden and brick store and WC.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note: Completion will be 42 days following exchange of contracts



LOT 38
Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £120,000 - £127,000 (+Fees)

183 Cliff Rock Road, Rednal, Birmingham, West Midlands B45 8QJ
Property Description:

A traditional semi-detached house of two storey part rendered brick construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned fore garden and requiring complete modernisation and repair throughout.

The property forms part of an established residential area and Cliff Rock Road runs directly between Leach Green Lane and Bristol Road South (A38) the latter providing direct access to both Longbridge Town Centre and Great Park both within less than 1 mile, the M5 motorway being within 3 miles to the South West and Birmingham City Centre being within 10 miles to the North East.

Accommodation:

Ground Floor: Reception Hall, Lounge: 3.36m x 3.32m, Dining Room: 3.46m x 3.30m, Kitchen: 2.42m x 1.98m (no fittings).

First Floor: Stairs and Landing, Bedroom One: 3.37m x 3.05m (Double), Bedroom Two: 3.50m x 3.30m (Double), Bedroom Three: Single, Bathroom: 2.45m x 1.97m, with bath, wash basin, WC.

Outside: Front: Lawned foregarden.

Outside: Rear: Shared driveway access to rear yard, brick out buildings, brick built free standing garage and overgrown garden.

Legal Documents: available via www.cottons.co.uk

Viewings: via Cottons - 0121 247 2233


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Energy performance certificate (EPC) - First air energy certificate - (CO2) UK

Energy performance certificate (EPC)

Issuing authority: **Energy Performance Centre**
 Issued on: **14 January 2023**
 Certificate number: **004530212108400000**

Property type: **A1A2 Retail and Financial/Professional services**

Total floor area: **56 square metres**

Rules on letting this property
 Properties can be let if they have an energy rating from A+ to E.

Energy efficiency rating for this property
 This property's current energy rating is **E**.

Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.

How this property compares to others
 Properties similar to this one could have ratings:
 If newly built: **25 A+**
 If typical of the existing stock: **21 E**

Properties are given a rating from A+ (most efficient) to G (least efficient).

9 STATION ROAD

Energy performance certificate (EPC)

Issuing authority: **Energy Performance Centre**
 Issued on: **14 September 2022**
 Certificate number: **004530212108400000**

Property type: **Office and Workshop Businesses**

Total floor area: **300 square metres**

Rules on letting this property
 Properties can be let if they have an energy rating from A+ to E.

Energy efficiency rating for this property
 This property's current energy rating is **E**.

Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.

How this property compares to others
 Properties similar to this one could have ratings:
 If newly built: **25 A+**
 If typical of the existing stock: **21 E**

Properties are given a rating from A+ (most efficient) to G (least efficient).

15 WALSALL STREET

Energy performance certificate (EPC)

Issuing authority: **Energy Performance Centre**
 Issued on: **1 October 2021**
 Certificate number: **004530212108400000**

Property type: **Restaurants and Cafes/Drinking Establishments/Takeaways**

Total floor area: **75 square metres**

Rules on letting this property
 Properties can be let if they have an energy rating from A+ to E.

Energy efficiency rating for this property
 This property's current energy rating is **C**.

Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.

How this property compares to others
 Properties similar to this one could have ratings:
 If newly built: **25 A+**
 If typical of the existing stock: **21 E**

Properties are given a rating from A+ (most efficient) to G (least efficient).

37 ALBION STREET

Energy performance certificate (EPC)

Issuing authority: **Energy Performance Centre**
 Issued on: **11 January 2023**
 Certificate number: **004530212108400000**

Property type: **D1 Non-residential Institutions - Education**

Total floor area: **436 square metres**

Rules on letting this property
 Properties can be let if they have an energy rating from A+ to E.

Energy efficiency rating for this property
 This property's current energy rating is **D**.

Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.

How this property compares to others
 Properties similar to this one could have ratings:
 If newly built: **25 A+**
 If typical of the existing stock: **21 E**

Properties are given a rating from A+ (most efficient) to G (least efficient).

COTTAGE STREET

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on:
01.02.2023

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

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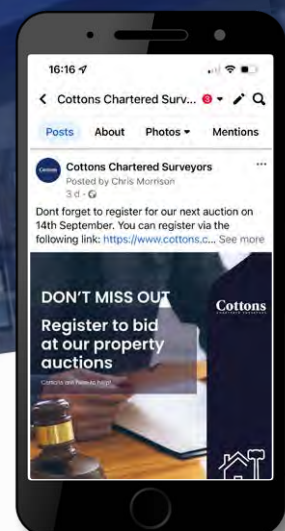


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Sale Memorandum

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 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.

LEGAL PACKS

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

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

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