

# AUCTION CATALOGUE

Wednesday **29 March** 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

# Important notice to be read by all bidders

## Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## Auctioneers Advice

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

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

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

11. **If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.**

12. The Auctioneers reserve the right to photograph successful bidders for security purposes.

13. The successful bidder will be required to pay an Administration Fee of £1250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website [www.cottons.co.uk/contact/](http://www.cottons.co.uk/contact/) if you require any clarification upon how we hold data.

## IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

### Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
- **Please note that we accept Visa and Mastercard Personal Debit Cards**
- **Personal Credit Cards are NOT accepted**
- **Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%**
- **All Cards must be Chip & Pin enabled**

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

### ID

All purchasers will be required to provide proof of both their Identity and Current Address. We require that all parties intending to bid for any properties, must bring with them the following items:

- **Full UK Passport or Photo Driving Licence (for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)**

### Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

## MISREPRESENTATION ACT

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

## DEFINITION

### Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

### Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

## A collective auction sale of 31 Lots

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

### Order of sale

LOT	ADDRESS	TENURE
1	63 Cochrane Road, Dudley, West Midlands DY2 0RX	Freehold Vacant Residential
2	31 Central Drive, Bilston, West Midlands WV14 9EJ	Leasehold Residential Investment
3	206 Arley Road, Saltley, Birmingham B8 1QS	Freehold Vacant Residential
4	150 Clent View Road, Bartley Green, Birmingham B32 4LY	Freehold Vacant Residential
5	Building Plot, 11a Shalford Road, Olton, Solihull B92 7NQ	Freehold Building Plot
6	Garage R/o 65 Goosemoor Lane, Erdington, Birmingham B23 5PW	Freehold Vacant Double Garage
7	Flat 6, Kingsbury Court, 194 Gravelly Hill, Birmingham B23 7PE	Leasehold Vacant Residential
8	185 Long Street, Atherstone, Warwickshire CV9 1AH	Freehold Vacant Residential
9	106 Lozells Street, Birmingham B19 2AP	Freehold Vacant Residential
10	Flat 2, 18 Wheatsheaf Road, Birmingham B16 0RY	Leasehold Vacant Residential
11	37 Albion Street, Rugeley, Staffordshire WS15 2BY	Freehold Vacant Commercial
12	Unit 3 Saxon Way, Chelmsley Wood, Birmingham B37 5AY	Leasehold Vacant Commercial
13	Flat 39 Courtney St. Cecilia Close, Kidderminster, Worcestershire DY10 1LN	Leasehold Vacant Residential
14	12 Poplar Avenue, Kings Heath, Birmingham B14 7AE	Freehold Vacant Residential
15	Flat 3 Mitcham Court, 36 Abdon Avenue, Birmingham B29 4PH	Leasehold Vacant Residential
16	67-68 Windmill Lane, Smethwick, West Midlands B66 3ES	Freehold Mixed Use Investment
17	43 & 43a Court Lane, Erdington, Birmingham B23 6NS	Freehold Residential Investment
18	Woodland And Lakes At Dimmingsdale Alton, Staffordshire ST10 4BU	Freehold Woodland & Lakes
19	27 Lansdowne Road, Erdington, Birmingham B24 8AR	Freehold Residential Investment
20	20 Westthorpe Grove, Hockley, Birmingham B19 3DA	Leasehold Residential Investment
21	Unit 8b, Vernon Road, Halesowen, West Midlands B62 8HN	Freehold Development Land
22	Land @ Beauty Bank, Cradley Heath, West Midlands B64 6PJ	Freehold Development Land
23	The Red Lion, Witley Road, Holt Heath, Worcester WR6 6LX	Freehold Vacant Public House
24	106 Sherborne Road, Wolverhampton WV10 9ET	Freehold Vacant Residential
25	32 & 32a Market Street, Hednesford, Cannock, Staffordshire WS12 1AF	Freehold Commercial Investment
26	9 Station Road, Hednesford, Cannock, Staffordshire WS12 4DH	Freehold Mixed Use Investment
27	5 Coton Lane, Erdington, Birmingham B23 6TP	Freehold Vacant Residential
28	Plover Cottage, 574 Tanworth Lane, Shirley, Solihull B90 4JE	Freehold Vacant Residential
29	137 Watford Road, Cotteridge, Birmingham B30 1NP	Freehold Vacant Residential
30	153 Gibbons Road, Sutton Coldfield, West Midlands B75 5HD	Leasehold Vacant Residential
31	29 Charminster Avenue, Yardley, Birmingham B25 8RH	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**



# Bidding Options

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

## In Room Bidding

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

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

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

Acceptable forms of Identification are:

- **Full UK Passport or Photo Driving Licence** (For identification) Plus
- **a Recent Utility Bill, Council Tax Bill or Bank Statement** (as proof of your residential address)

Please ensure have means to pay the deposit and our Auction Administration Fee which will be required before leaving the auction room. In Room Auction deposits may be paid by the following methods:

- **Card Payments**

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

## Online, Telephone & Proxy Bidding

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 6 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful. All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

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

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

# Live Online Auction Buying Guide

## Introducing Cottons Online Auctions

Our Live Online Auction is a new, innovative and pioneering platform for buying and selling property. It provides all the benefits synonymous with traditional room auctions, including: speed, certainty of sale and transparency but with the added advantage of being able to bid pressure-free from the comfort of your own home or office via the Internet, telephone or using a pre authorised proxy bid in order to secure a purchase.

You will be able to watch and listen to the Auction sale in real time via the 'watch live' stream on our Website.

**A Straightforward Process From Start To Finish With Stress-Free Bidding From The Comfort Of Your Own Home Or Office.**

### REGISTRATION

We offer remote bidding services as follows:

- **By telephone** – we will call you from the auction room
- **By proxy** – the auctioneer bids on your behalf
- **By Internet** – follow the auction via our website and place bids online

In order to take part and bid at our Live Online Auction, you must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing ID documents, proof of funds and the required payment all of which shall be refunded in full in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you to guide you through the process, ensuring all ID documents satisfy our Anti Money Laundering checks and taking payment of your bidding security and once completed they will confirm your bidding approval. All internet bidders will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day. Unfortunately, any incomplete forms or forms not accompanied with the required documentation or payment will not be processed and you will be unable to bid.

### ACCEPT TERMS

By completing your Bidding registration form you are deemed to accept all terms & conditions contained in both the auction catalogue and contents of the legal pack applicable to the lot you are interested in and in doing so, you instruct Cottons to bid on your behalf and acknowledge that if your bid is successful you are legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and you must complete this transaction within the timescale specified.

### BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete your bidding and our bank details will be provided once we have processed your bidding form.

### DUE DILIGENCE

#### **Recommended due diligence before bidding**

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

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

# Understand The Guide Price And Reserve Price

## GUIDES & RESERVES

### What is a Guide Price?

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

### What is a Reserve Price?

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

## What happens on the day of the auction?

### Addendum

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

### Start of the Auction

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

### Bidding

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

## THE AUCTION DAY

### On the fall of the hammer

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

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

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

## FALL OF THE HAMMER

## POST AUCTION

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

## DEPOSIT

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

# Proxy, Telephone & Internet Bidding

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful.

## Type of Bid (Please Tick)

Telephone ☐ Proxy ☐ Internet ☐

## Bidder Information

Name: \_\_\_\_\_

Company Name  
(if applicable) \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

Contact Number:  
For telephone bid  
on auction day \_\_\_\_\_

## Solicitor Information

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Contact: \_\_\_\_\_

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

## LOT Details

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

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

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

Max Bid  
(Words) \_\_\_\_\_

## Payment Details

Payment Required

**£6,250**

(Six Thousand, Two Hundred & Fifty Pounds)

I confirm that I have read all Terms & Conditions. I hereby instruct Cottons to bid on my behalf and acknowledge that if my bid is successful I am legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and I must complete this transaction within the timescale specified.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

If your bid is unsuccessful, due to Anti-Money Laundering regulations, we can only refund to the account from where the funds were received.

Please confirm your Bank Account details in boxes provided below. We may need to request further information from you for verification purposes.

Name of Account Holder: \_\_\_\_\_

Account No.         Sort Code:

## Remote Bidding Terms & Conditions

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL by post or email at [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk) (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

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

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

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

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

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

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

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

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

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

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

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

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

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

# Auction Offer sheet

## LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

## Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

## Solicitors Details:

Name:

Postcode:

Company:

Email:

## Offers Accepted Prior To Auction

If your offer is accepted you will be required to exchange on auction contracts and comply with the full auction conditions outlined in both our catalogue and relevant legal documents.

Please tick the boxes to confirm that you have:

- ☐ 1. Viewed the property you are making an offer for  
☐ 2. Inspected the legal documents relating to the property you are making your offer for

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

If you intend to submit an offer prior to Auction, you MUST complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.  
Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.  
The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**Please note: not all lots are available for sale prior to the auction. Please check with the auction team on 0121 247 2233**



We require properties for our  
next auction

**24 May 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:

**28 April 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 Terraced House with Three Bedrooms

\*Guide Price: £80,000 - £88,000 (+Fees)

#### 63 Cochrane Road, Dudley, West Midlands DY2 0RX

##### Property Description:

A mid terraced house of brick construction surmounted by an interlocking tile clad roof, providing well laid out accommodation and benefitting from three bedrooms, part UPVC double glazed windows and gas fired central heating.

Cochrane Road leads directly off Stourbridge Road (A461) and is conveniently within approximately two miles distance from Dudley Town Centre, approximately one miles distance from Merry Hill Shopping Centre and half a mile distance from Russell's Hall Hospital.

##### Accommodation:

###### Ground Floor

Entrance Hall, Lounge: 4.18m x 3.73m max, Full Width Kitchen/Diner: 5.14m x 2.01m, Cloakroom with wash basin and WC.

###### First Floor

Stairs and Landing, Bedroom One (Double): 3.73m x 2.8m, Bedroom Two (Double): 3.1m x 3.07m, Bedroom Three (Single): 2.59m x 2.16m, Shower Room with glazed shower enclosure, pedestal wash basin and WC

##### Outside:

Front - Tarmacadam forecourt with shared pedestrian access to rear.

Rear - paved patio and lawned garden with paved hardstanding and shed.

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

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



### --- Legal Documents Online ---



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

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

Service Provided By The Essential Information Group Ltd  
[www.eigroup.co.uk](http://www.eigroup.co.uk) 0870 112 30 40



## LOT 2

### A Presentable Leasehold Flat with Two Bedrooms - Investment

\*Guide Price: £60,000 - £67,000 (+Fees)

#### 31 Central Drive, Coseley, Bilston, West Midlands WV14 9EJ

##### Property Description:

A generous & well laid out two bedroom flat situated on 2nd floor of a purpose built block and offered for sale in presentable well maintained condition, benefitting from gas fired central heating and UPVC double glazed windows. The property is set well back from the road behind a large lawned forecourt and accessed via way of secure door entry system.

Central Drive forms part of an established Residential area and the property is located within less than 200 metres from Coseley Shopping Centre and within 1/4 mile from Birmingham New Road (A4123) which provides access to both Wolverhampton City Centre and Dudley Town Centre.

The property is let on an Assured Shorthold Tenancy at a rental of £495 pcm (£5,940 per annum). The tenant has occupied the property for 5 years, looking after the property to an excellent standard and they have indicated that they would like to continue their tenancy for the foreseeable future.

##### Accommodation:

###### Ground Floor

Communal Entrance Hall with security door entry system.

###### First Floor

Reception Hall, Lounge: 4.12m x 3.59m, Kitchen: 3.62m x 2.3m with range of fitted units, Bedroom One (Double): 3.67m x 3.61m, Bedroom Two (Double): 5.11m x 2.66m (max), Bathroom: 2.31m x 1.41m with panelled bath having shower attachment, wash basin and WC.

**Outside:** Communal Gardens

##### Leasehold Information

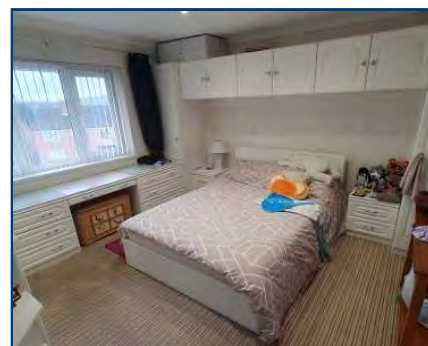
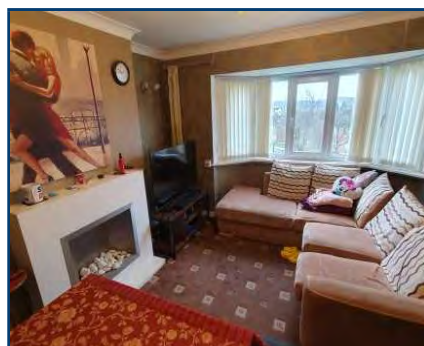
**Lease Term:** 125 years from 08/11/2004 (106 years unexpired)

**Ground Rent:** To be confirmed.

**Service Charge:** Approx £680 per annum.

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

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



## Cottons

CHARTERED SURVEYORS

### RESIDENTIAL SALES

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

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

0121 247 4747  
[domalley@cottons.co.uk](mailto:domalley@cottons.co.uk)

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

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





**LOT 3**

**Freehold Vacant End Terraced House**

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

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

**Property Description:**

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

**Accommodation:**

**Ground Floor**

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

**First Floor**

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

**Outside:**

**Front:** Walled foregarden

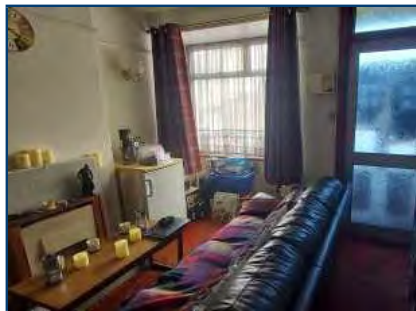
**Rear:** Paved yard and garage

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



# Want to know a secret?

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

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

1

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

2

We provide a free appraisal of your finance options

3

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

Get in touch today for a fast response to your requirements

Call us on **01249 652 939**

Email [info@dmifinance.com](mailto:info@dmifinance.com)

Or Visit [www.dmifinance.com](http://www.dmifinance.com)

**dmi** the auction finance **specialist**

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

See us at today's auction

See us on LinkedIn and Twitter



**NACFB**  
Helping Fund UK Business



**LOT 4**
**Freehold Vacant Semi Detached House with Three Bedrooms**

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

**150 Clent View Road, Birmingham, West Midlands, B32 4LY**

**Property Description:**

A modern semi-detached house two storey cavity brick construction surmounted by a pitched tile clad roof and set back from the road behind a block paved forecourt providing off road car parking.

The property benefits from gas fired central heating, UPVC double glazed windows, garage and a rear ground floor extension which requires some repair.

The property is situated in a cul-de-sac forming part of a popular residential estate which is located off Woodgate Lane via Wood Lane. The property backs onto public open space and is in close proximity to Woodgate Valley Country Park.

Bedroom Three (Single): 2.59m x 2.35m, Bathroom: 2.6m x 2.17m with corner bath, having shower over, pedestal wash basin, WC.

**Outside:** Front: Block paved forecourt providing off road parking.

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

**Legal Documents:**

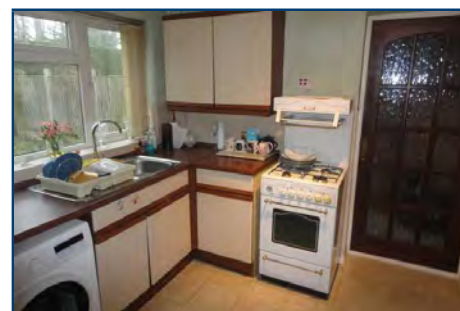
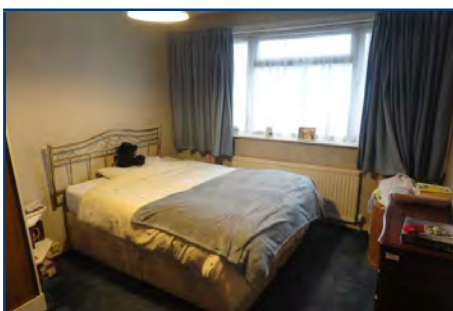
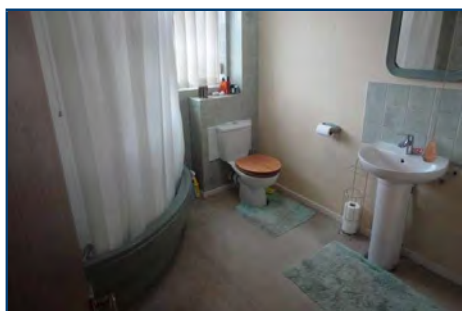
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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


**Accommodation:**

**Ground Floor:** Porch, Reception Hall, Through Lounge: 5.68m x 3.15m, Extended Dining Room: 3.09m x 2.16m, Kitchen: 3.35m x 2.31m with range of units, Side Passageway/Utility Area, Integral Garage : 4.85m x 2.34m.

**First Floor:** Stairs and Landing, Bedroom One (Double): 3.66m x 3.1m (minimum), Bedroom Two (Small Double): 3.68m x 2.41m,



## LOT 5

### Freehold Building Plot - Consent for 2 Bedroom Detached House

\*Guide Price: £110,000 - £130,000 (+Fees)

#### Building Plot, 11A Shalford Road, Olton, Solihull, West Midlands B92 7NQ

##### Property Description:

An opportunity to purchase a building plot in the sought after location of Olton, Solihull having consent for the erection of a two storey, two bedroom detached dwelling house. The plot is roughly triangular in shape and located at the Junction of Shalford Road and Hardwick Road approximately 3 miles to the North of Solihull Town Centre.

##### Planning:

Planning consent was granted by Solihull Council (Reference: PL/2018/00332/PPFL) and dated 16th May 2018 for the erection of a new two storey, two bedroom detached dwelling house with car parking and garden. Conditions imposed with the planning consent, were formerly discharged by application made on 12th April 2021 (Reference: PL/2021/01017/DIS) and decided on 7th November 2022. We are advised planning consent was activated by commencement of development within 3 years and correspondence relating to this is contained within the Legal Documents.

##### Proposed Accommodation:

**Ground Floor:** Entrance hallway, cloakroom with WC, lounge/dining room, kitchen.

**First Floor:** Stairs and landing, two bedrooms and two bathrooms.

**Outside:** Enclosed car parking and gardens.

**Total Floor Area:** 85 sqms (approximately).

A copy of the planning document is available for inspection on both the Auctioneers and Solihull MBC website.

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

**Viewings:** External Only



### --- Legal Documents Online ---



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

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

Service Provided By The Essential Information Group Ltd  
[www.eigroup.co.uk](http://www.eigroup.co.uk) 0870 112 30 40



## LOT 6

### Freehold Vacant Double Garage and Small Forecourt

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

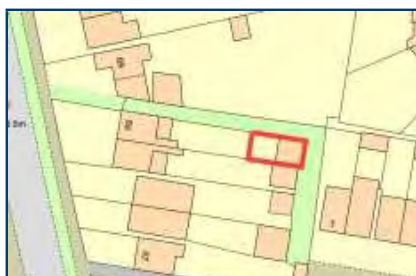
#### Garage r/o, 65 Goosemoor Lane, Erdington, Birmingham, West Midlands B23 5PW

##### Property Description:

A freehold double garage with a small forecourt located to the rear of 65 Goosemoor Lane. The garage is accessed by way of a shared gated driveway adjacent to 65 Goosemoor Lane. The total site area extends to approximately 56.96 sq m. and the garage itself measures 5.16 x 4.68m. Goosemoor Lane is located off Gravelly Lane which in turn is found off the Chester Road.

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

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



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



## LOT 7

### Leasehold Vacant First Floor One Bedroom Flat

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

#### Flat 6 Kingsbury Court, 194 Gravelly Hill, Erdington, Birmingham, B23 7PE

##### Property Description:

A first floor one bedroom flat situated in a purpose built block, set back from the road behind lawned communal gardens and driveway giving access to an allocated garage providing off road parking located to the rear. The flat benefits from having UPVC double glazing and electric heating. Kingsbury Court is located off Gravelly Hill (A5127) and the property itself is within walking distance to Gravelly Hill Railway Station, Erdington High Street and the property is within close proximity to Junction 6 of the M6 Motorway.

##### Accommodation:

(Please note all measurements are maximum length and width.)

##### Ground Floor

Communal entrance with secure door entry system, stairs.

##### First Floor

Entrance hallway: 2.60m x 1.71m, Lounge: 3.34m x 4.98m, Kitchen: 2.27m x 1.79m, Bathroom: 2.25m x 1.63m having panelled bath with electric shower over, wash basin and WC, Bedroom (Double): 2.88m x 4.97m.

##### Outside:

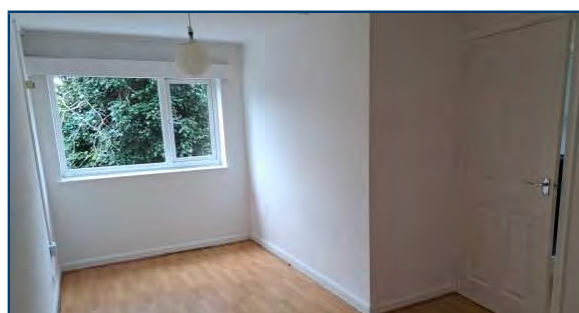
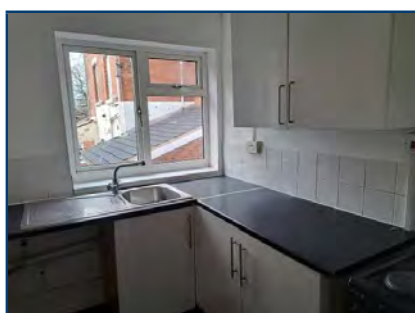
Communal lawned gardens and driveway leading to an allocated garage providing off road parking.

##### Leasehold Information:

Term: 99 years (less 3 days) from 29 September 1964  
 Ground Rent: £20 pa  
 Service Charge: Refer to Legal Pack

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

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





## LOT 8

### Freehold Vacant Mid Terraced House with Two Bedrooms \*Guide Price: £110,000 - £120,000 (+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

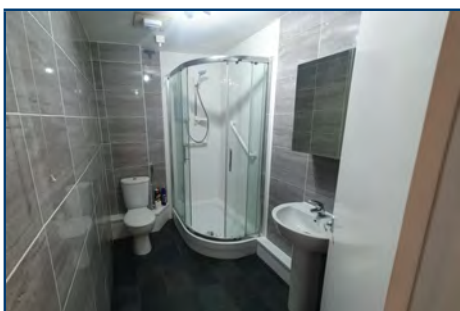
Stairs and Landing, Bedroom One (Double): 4.11m x 3.57m, Bedroom Two (Double): 4.64m x 2.67m with walk in wardrobes, Shower Room: 2.62m x 1.65m, fully tiled with modern suite comprising glazed shower enclosure, pedestal wash basin and WC.

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

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





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

\*Guide Price: £145,000 - £160,000 (+Fees)

**106 Lozells Street, Lozells, Birmingham, West Midlands B19 2AT**
**Property Description:**

A traditional mid terraced house of two storey brick construction, surmounted by a pitched replacement tile clad roof, situated directly fronting the road and benefitting from gas fired central heating and UPVC double glazed windows. The property has recently undergone a range of refurbishment works including new kitchen and bathroom fittings, redecoration and new floor coverings.

The property forms part of a traditional and established residential area and Lozells Street leads between Gerrard Street (B4515) and Lozells Road (B4144) the latter providing access to a wide range of retail amenities and local services.

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

Reception Hall, Front Reception Room: 3.75m x 2.75m, Rear Reception Room: 3.99m x 3.70m with cellar access, Kitchen: 3.19m x 1.71m with range of modern fitted units, Rear Entrance Hall, Bathroom: 1.8m x 1.8m with modern suite comprising of panelled bath with shower attachment, wash basin, WC.

**First Floor**

Stairs and Landing, Bedroom One (Double): 4.5m x 3.73m, Bedroom Two (Double): 4.51m x 3.74m.

**Second Floor**

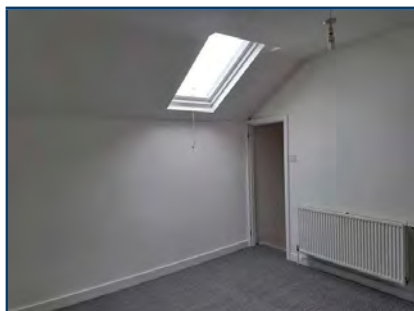
Stairs to Bedroom Three (Double): 3.82m x 3.54m.

**Outside:**

Pedestrian entry access to rear, paved yard and garden.

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

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


**LOT 10**
**Leasehold (With Share of Freehold Management Company) Vacant Flat**

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

**Flat 2 18 Wheatsheaf Road, Birmingham, Birmingham B16 0RY**
**Property Description:**

A one bedroom first floor flat located in a three story brick built property (that has been converted to provide 3 flats) set back from the road behind a walled foregarden and driveway giving access to allocated garage. The flat benefits from UPVC double glazing, gas fired central heating, modern kitchen and is offered for sale in a presentable condition. The flat further benefits from an 3rd equal owned share of the freehold management company. Wheatsheaf Road is located off Selwyn Road. The property is within walking distance to Edgbaston Reservoir.

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

Communal Entrance, Stairs

**First Floor**

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

**Outside:**

Communal Garden and driveway giving access to allocated garage and off road parking

**Leasehold Information**

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

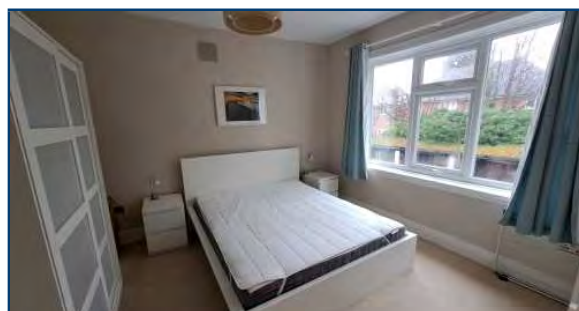
**Rent:** £25 and additional rent

**Note:** On completion the purchaser will own an 3rd equal share of the freehold management company.

**Legal Documents** – Available at

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

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





## LOT 11

### Freehold Vacant Fish and Chip Shop/Takeaway & Two Bedroom Flat \*Guide Price: £116,000 - £126,000 (+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:

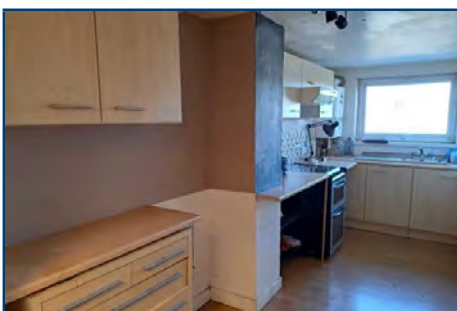
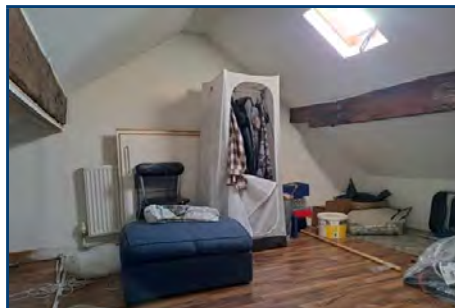
Stairs from the ground floor, Hallway/Dining Area (3.478x2.77m), Lounge (5.82x3.15m), Kitchen (4.82x1.76m), Bedroom 1 3.69x3.39m Bathroom having panelled bath with shower over, wash basin and WC: (4.73x1.28m), Stairs

#### Second Floor

Bedroom 2 (4.19x3.47m)

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

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





**LOT 12**
**Leasehold Vacant Industrial/Workshop Unit with Secure Yard & Parking**

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

**Unit 3 Saxon Way, Birmingham, West Midlands, B37 5AY**

**Property Description:**

A modern detached workshop/light industrial unit located within a cul-de-sac containing a range of similar workshops and industrial premises, located within the borough of Solihull MBC.

The property provides well laid out accommodation with a mix of workshop space, mezzanine storage, office and ancillary accommodation, all set within a secure yard area which provides valuable storage and parking. The property is of steel portal frame construction with brick/block cavity wall infill and profiled cladding to upper walls and roof.

Saxon Way is situated in a predominantly residential area located off Chelmsley Road which leads off Cooks Lane and is within approximately 5 miles to the East of Birmingham City Centre and approximately 1 mile to the West of Chelmsley Wood Town Centre.

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

Reception Hall, Reception Office: 6.92 sqms (74 sqft), Workshop: 63.44 sqms (683 sqft), with roller shutter door and kitchenette, Office/Staff Room: 13.83 sqms (148 sqft), Toilet with WC and wash basin, shower room with glazed shower, WC and wash basin.

**Mezzanine Floor**

42.72 sqms (470 sqft).

**Gross Internal Area:**

**Ground Floor:** 100.52 sqms (1082 sqft).

**Mezzanine Floor:** 42.72 sqms (470 sqft).

**Total:** 144.24 sqms (1552 sqft).

**Outside:** The property occupies a rectangular shaped site, extending to 0.15 acres (602.08 sqms),

secured with steel palisade fence with gated vehicular access to yard area at front and side providing useful storage/parking. There is an area of garden land to the rear of the property with a wooden shed/store: 24.76 sqms (266 sqft).

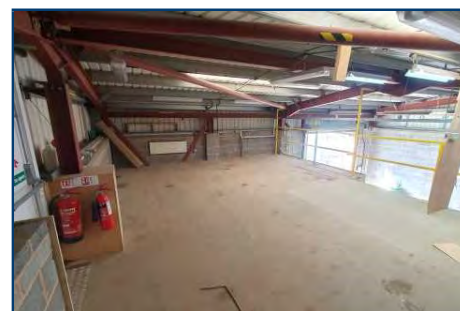
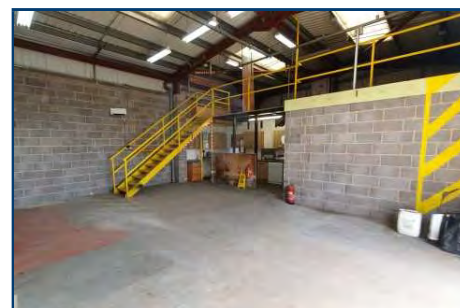
**Leasehold Information**

Lease Term: 99 years from 1st January 1999:

Ground Rent: £50 per annum.

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

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





## LOT 13

### Leasehold Vacant Two Bedroom Flat

\*Guide Price: £44,000 - £48,000 (+Fees)

#### Flat 39 Courtney, St. Cecilia Close, Kidderminster, Worcestershire DY10 1LN

##### Property Description:

A well laid out two bedroom flat located on the 6th floor of a purpose built block situated in an established residential area. The property benefits from electric storage heating, UPVC double glazed windows which in addition are also secondary glazed, generously proportioned rooms, security door entry system, lift access. The flat development is located on St. Cecilia Close which comprises of a cul-de-sac leading directly off Hoo Road which in turn leads off Chester Road (A449) and is conveniently located approximately one mile distance from Kidderminster Town Centre which provides access to a wide range of retail amenities and services.

##### Accommodation:

##### Ground Floor

Secure Communal Entrance with lift and stair access to 6th floor,

##### Sixth Floor

Secure Communal Landing, Reception Hall, Two Built-in Store Cupboards, Lounge/Dining Room, Kitchen with a range of fitted units, Two Bedrooms, Bathroom having panel bath with shower over, wash basin, Separate Toilet.

##### Outside:

Communal gardens and parking area

##### Leasehold Information

Lease Term: From 18th October 1991  
expiring on 1st July 2115  
Ground Rent and Service Charge: Refer to Legal Pack

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233



## LOT 14

### Freehold Vacant Double Fronted Mid-Terraced Property

\*Guide Price: £190,000 - £210,000 (+Fees)

#### 12 Poplar Avenue, Kings Heath, Birmingham, West Midlands B14 7AE

##### Property Description:

A double fronted mid-terraced property of traditional brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Poplar Avenue is a quiet residential cul-de-sac located directly off Poplar Road which in turn runs directly off High Street (A435) which provides a wide range of shops and amenities.

##### Accommodation:

##### Ground Floor

Lounge, Dining Room, inner lobby, Kitchen, Stairs

##### First Floor

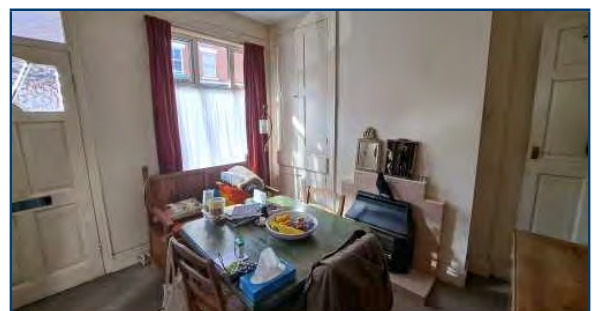
Bedroom 1, Bedroom 2, Bathroom with panelled bath and shower over, wash basin and WC

##### Outside:

Rear: Garden with brick built store and wc

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

**Viewings** Via Cottons – 0121 247 2233





**LOT 15**
**Leasehold Vacant Flat with Two Bedrooms**

\*Guide Price: £69,000 - £76,000 (+Fees)

**Flat 3 Mitcham Court, 36 Abdon Avenue, Birmingham, West Midlands B29 4PH**
**Property Description:**

A two-bedroom first floor flat in a three-storey purpose-built block and forming part of a development known as Mitcham Court, set back from the road behind well maintained lawned gardens.

Abdon Avenue leads off Swarthmore Road and forms part of a residential estate within the Bournville Village Trust located circa. 1 mile from Northfield Shopping Centre, circa. 2.1 miles from Queen Elizabeth Hospital and circa. 5 miles from Birmingham City Centre.

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

Secure Communal Hallway, Stairs and Landing

**First Floor**

Hallway, Living Room 18.61sq m, Kitchen 6.24sq m, Bedroom One (double) 13.04sq m, Bedroom Two (double) 8.43sq m, Bathroom 5.24sq m.

**Outside:**

Communal gardens & residents parking area.

**Lease Term:** 99 years (less 5 days) from 19th February 1964.

**Ground Rent :** £10 per annum.

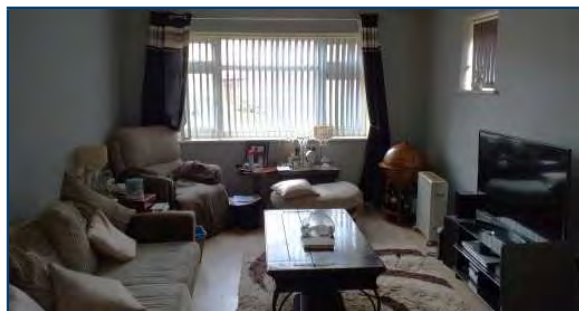
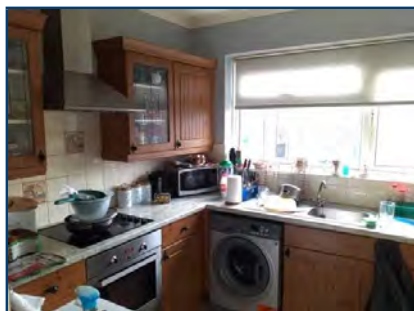
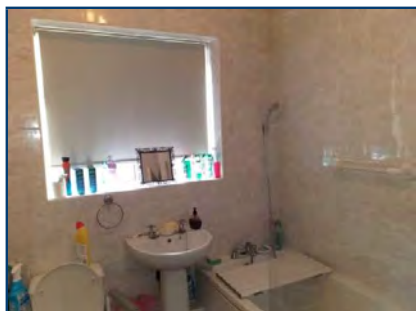
**Service Charge:** Refer to Legal Pack.

**Legal Documents:**

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

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

**Completion:** Completion shall be 56 days or earlier by mutual agreement.



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

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

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

**See us at  
today's  
auction**

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

**Call us on 01249 652 939**

**Email [info@dmifinance.com](mailto:info@dmifinance.com)**

**Or Visit [www.dmifinance.com](http://www.dmifinance.com)**

**dmi** independent experts  
in **property finance**

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

See us on LinkedIn and Twitter



**NACFB**  
Helping Fund UK Business



## LOT 16

**Freehold Mixed Use Investment**  
\*Guide Price: £240,000 - £260,000 (+Fees)

**67 - 68 Windmill Lane, Cape Hill, Smethwick, West Midlands, B66 3ES**



### Property Description:

A pair of three storey mid terrace properties of traditional brick construction surmounted by a pitched tile clad roof. The property was originally two conventional residential dwellings but have been combined to comprise a ground floor retail unit (No. 68) with a five double bedroom residential dwelling to the ground floor of No. 67 and first and second floors of No's 67 & 68. The residential accommodation benefits from gas fired central heating.

The property is in a convenient residential location within circa. 220m from Windmill Shopping Centre and Cape Hill shopping district, circa. 0.6 miles from Midland Metropolitan Hospital (under-construction), circa. 0.9 miles from Rolfe Street Train Station and circa. 3 miles from Birmingham City Centre.

### Tenancy Information

**67 Windmill Lane (Residential):** Let on 5th June 2014 on assured shorthold tenancy agreement for 12 month term for £700pcm (£8,400 per annum) and now reverted to a statutory periodic (rolling) tenancy.

**68 Windmill Lane (Shop):** Let on 1st July 2019 on a one year commercial lease with insuring obligations for £500pcm (£6,000 per annum) and now holding over.

**Total Income** £14,400 per annum.

### Accommodation:

**67 Windmill Lane (Residential)**

**Ground Floor:** Hallway, Front Reception Room: 9.09sqm, Rear Reception Room: 11.67sqm, Kitchen: 9.06sqm.

**First Floor (67 & 68):** Stairs and Landing with good size storage area, Bedroom One 11.17sqm, Bedroom Two (uninspected – advised double), Bedroom Three (uninspected – advised double), Bathroom with bath and W.C 9.08sqm.

**Second Floor (67 & 68):** separate stairs leading to Bedroom Four 11.49sqm and Bedroom Five 11.12sqm

**Outside::** Rear – Courtyard

**68 Windmill Lane (Shop)**

**Ground Floor:** Retail Area 30.31sq m (Shop Frontage 3.42 metres wide Zone A 20.65sqm), Kitchen 8.41sqm, Rear Lobby, Store Room 6.32sqm, Shower Room with W.C. 2.83sqm.

**Total Net Internal Area (NIA) - 45.04sq m**

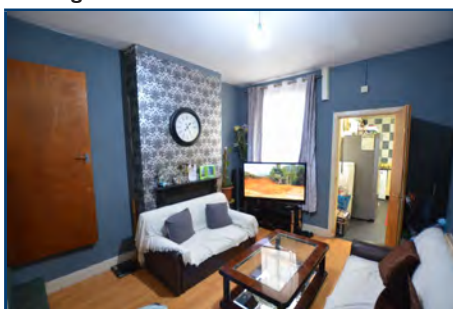
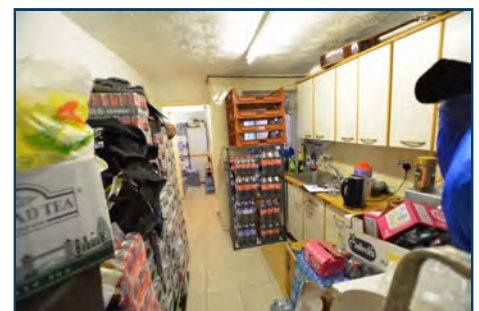
**Outside::** Rear - Courtyard

**Council Tax Band/Ratable Value::**

67 Windmill Lane - Council Tax Band Unknown. Buyers must make enquiries with Sandwell MBC. 68 Windmill Lane - Ratable Value: £3,350 (2023).

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

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





**LOT 17**
**Freehold Investment - Two Self contained Flats**

\*Guide Price: £195,000 - £215,000 (+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 revised 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, Large 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:**

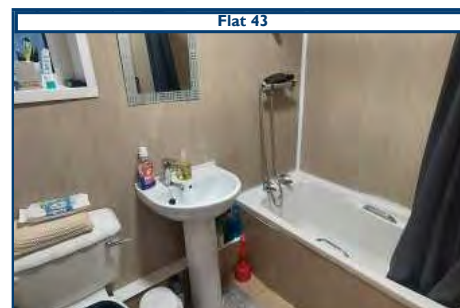
**Front:** Walled foregarden and drive

**Rear:** Garden

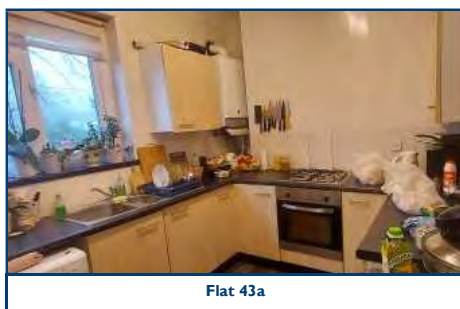
**Legal Documents:** - Available at

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

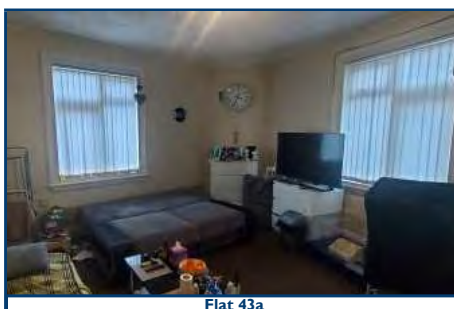
**Viewings:** - Via Cottons - 0121 247 2233



Flat 43



Flat 43a



Flat 43a



Flat 43



## LOT 18

**Freehold Woodland and Lakes (Approximately 16 Acres)**  
 \*Guide Price: £25,000 - £30,000 (+Fees)

### Woodland and Lakes at Dimmingsdale, Alton, Staffordshire ST10 4BU

#### Property Description:

Freehold land consisting of attractive woodland and a series of lakes extending to approximately 16 acres. The land is situated in the heart of Dimmingsdale and is accessed via a pedestrian footpath from the Ramblers Retreat Cafe and consists of numerous trails leading up either side of the water and through the woodland.

#### Directions:

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

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

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



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



## DEPOSITS AND ADMINISTRATION FEE

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

In addition an Administration fee of £1,250 (inclusive of VAT) is payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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

#### Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

### Online, Telephone & Proxy Bidding Deposits:

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

**If you need any help please contact the Auction Team**

**Tel 0121 247 2233**

**Cottons**  
 CHARTERED SURVEYORS



**LOT 19****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 Income****Room 1** £80 pw (£4,160 per annum)**Room 2** £65 pw (£3,380 per annum)**Room 3** Vacant**Room 4** £75 pw (£3,900 per annum)**Room 5** Vacant**Room 6** £340 pcm (£4,080 per annum)**Current Total Rental Income: (£15,520 per annum)****Accommodation:**

(All measurements are maximum length &amp; 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,

Room 3: Kitchen (2.66x3.23m), Bedroom

(2.79x2.58m), Shower Room: (2.31x2.52m) having shower cubicle, wash basin and WC

**First Floor**

Room 4: (3.77x2.55m) (including Small Kitchenette),

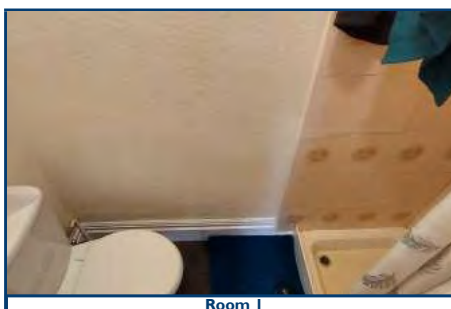
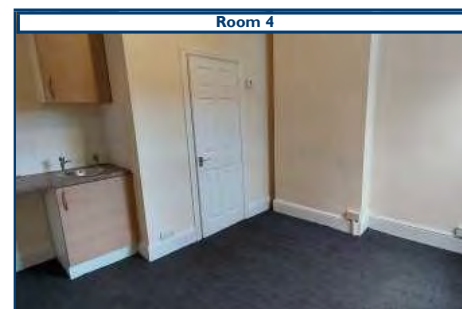
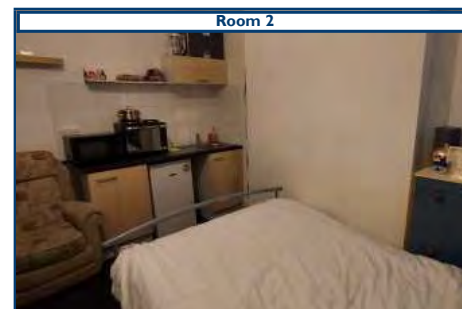
Shower Room: (1.62x1.67m) having shower cubicle and WC

Room 5: (3.44x3.65m) (including Small Kitchenette),

Shower Room: (1.90x0.68m) having shower cubicle and WC

Room 6: (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](http://www.cottons.co.uk)**Viewings** – Via Cottons – 0121 247 2233

**LOT 20**

**Leasehold Investment - Three Bedroom Duplex Maisonette**  
\*Guide Price: £74,000 - £78,000 (+Fees)

**20 Westthorpe Grove, Hockley, Birmingham, West Midlands B19 3DA**

**Property Description:**

A Duplex maisonette forming part of a four storey, purpose built development and providing well laid out accommodation over both second and third floors. The property benefits from three good size bedrooms and offers excellent investment potential appealing to tenants working within the Jewellery Quarter or City Centre.

Westthorpe Grove comprises of a cul-de-sac which leads off Mosborough Crescent and via Unett Street off New John Street West. The property situated within Birmingham Ring Road, conveniently within one third of a mile from the Jewellery Quarter and one mile to the north west from Birmingham City Centre.

The property is let on a company tenancy to Serco Group PLC, a provider of public services on behalf of Central Government, at a rental of £599.50 pcm (£7,194 pa)

**Accommodation:**

**Ground Floor**

Communal Entrance with door entry system, Stairs and Landing to:

**Second Floor**

Reception Hall, Kitchen (2.68m x 2.89m) with range of units, Lounge/Dining Room (4.47m x 5.07m).

**Third Floor**

Stairs and Landing with Store x2, Bedroom One (Double) (3.57m x 2.76m), Bedroom Two (Single) (3.35m x 2.24m), Bedroom Three (Double) (4.48m x 2.76m), Bathroom with panel bath, wash basin, Separate wc.

**Outside:**

**Front:** Communal gardens and Resident's parking area.

**Leasehold Information:**

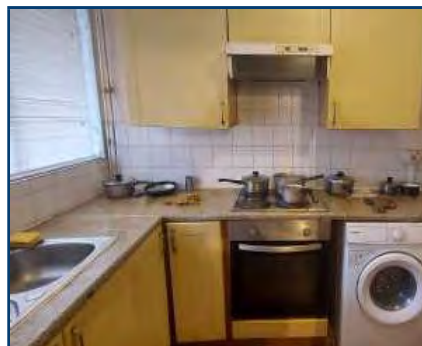
**Lease Term:** 99 Years from 29th September 1981

**Ground Rent & Service Charge:** Refer to Legal Pack.

**Legal Documents:**

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

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



**Residential Lettings**  
**LANDLORDS**  
**IS YOUR PROPERTY EMPTY???**

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

**We are able to offer**

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

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

Call now for your free market appraisal

**0121 247 2299**



**LOT 21**
**Freehold Development Land - Consent for Industrial Building**

\*Guide Price: £100,000 - £120,000 (PLUS VAT) (+Fees)

**Unit 8B, Vernon Road, Halesowen, West Midlands, B62 8HN**

**Property Description:**

An industrial/commercial development opportunity comprising of a concrete hard standing/former car parking area, rectangular in shape, extending to an area of 0.17 acres (681.53 sq.m) and having planning consent for the erection of a new detached industrial building with associated car parking and extending to a total floor area of 332 sqms (3573 sqft).

The site forms part of an industrial estate centered around Vernon Road, being a private road and leading off New John Street conveniently located within a 1/4 of a mile of Blackheath Town Centre, 2 miles to the North of Halesowen Town Centre and within 2 miles of the M5 Motorway (Junction 2).

**Planning:** Planning consent was granted by Dudley Metropolitan Borough Council (Reference P22/0934) and dated 21st October 2022 for the erection of a new steel framed industrial building including office accommodation and car parking with associated external works.

**Proposed Accommodation**

The approved plans detailed a steel portal framed building set back from Vernon Road behind a car parking and loading area and comprise:

**Ground Floor**

Workshop/Warehousing: 232 sq.m (2497 sqft), Ancillary Space: 53 sqm (570 sqft) including, Entrance Hall, Reception Office, Toilets and Shower Room, Staff Room, Lobby with Stairs to:

**Mezzanine Floor:**

47 sq.m (505 sqft), comprising Landing, Office and Store Room.

**Outside** Secure yard area with palisade fencing for loading and four designated car parking spaces.

A copy of the plans and planning consent are available from the Auctioneers and Dudley MBC websites. All interested parties should satisfy themselves in relation to all planning matters prior to bidding.

**Note:** The site contains several storage tans which will be removed prior to completion.

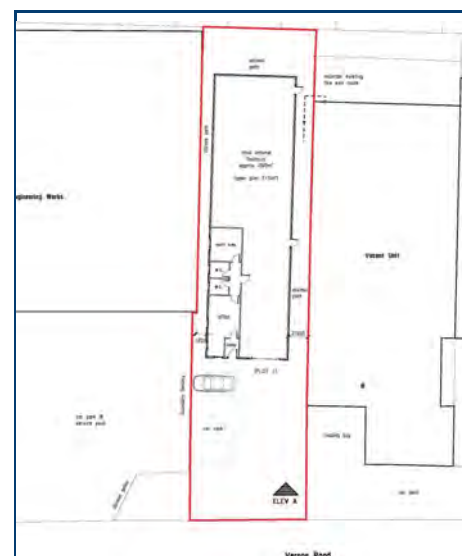
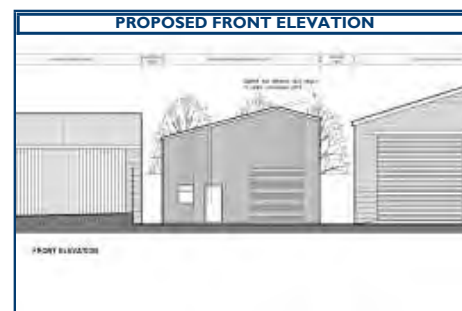
**Legal Documents**

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

**Viewings** External only


**STREET VIEW OF VERNON ROAD**


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



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

## LOT 22

### Freehold Development Land - Consent for 10 Apartments with Parking

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

Land off Beauty Bank, Old Hill, Cradley Heath, B64 6PJ



#### Property Description:

A parcel of undulating and irregular shaped land extending to an area of approx. 0.34 acres (1,360 sq.m) and situated directly fronting Beauty Bank opposite the Junction with Station Road. Beauty Bank forms part of a mixed used area containing a range of residential housing and industrial premises and is located within 1 1/2 miles to the North of Halesowen Town Centre and within 1 mile from both Black Heath and Cradley Heath Town Centres.

#### Planning

Planning consent was granted by appeal, (Ref: APP/G4620/W/17/3186898) for the new development of 10 residential units with associated parking facilities at Land off Beauty Bank Road in accordance with the terms of the application (Reference DC/17/60538) and dated 19th April 2017, subject to conditions. Plans submitted with the application detailed a three storey development with ground floor parking area, providing 10 spaces with a total of 10 apartments to the first and second floors comprising of 6 x 2 bed units and 4 x 1 bedroom units as follows:

#### First Floor

Apartment 1 (2 bedroom): 66.2 sqms (713 sqft)  
Apartment 2 (1 bedroom): 54.8 sqms (590 sqft)  
Apartment 3 (1 bedroom): 50.5 sqms (544 sqft)  
Apartment 4 (2 bedroom): 65.2 sqms (702 sqft)  
Apartment 5 (2 bedroom): 65 sqms (700 sqft).

**Gross Internal Area:** 355.6 sqms (3,828 sqft).

#### Second Floor

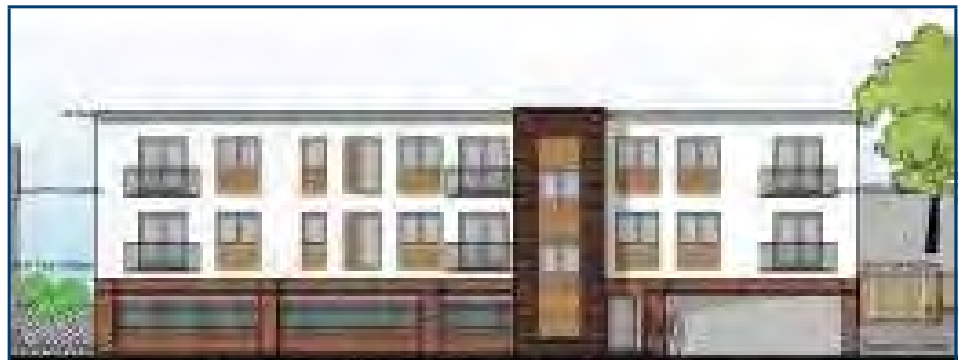
Apartment 6 (2 bedroom): 66.2 sqms (713 sqft)  
Apartment 7 (1 bedroom): 54.8 sqms (590 sqft)  
Apartment 8 (1 bedroom): 50.5 sqms (544 sqft)  
Apartment 9 (2 bedroom): 65.2 sqms (702 sqft)  
Apartment 10 (2 bedroom): 65 sqms (700 sqft).

**Gross Internal Area:** 355.6 sqms (3,828 sqft).

All interested parties should inspect all planning documents available on Dudley MBC Website and satisfy themselves fully regarding the current planning status.

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

Viewings: External Only



Proposed Front Elevation - Street Scene

(Viewing from Beauty Bank Road - North West)



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

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



**LOT 23**
**Freehold Vacant Public House on Large Plot with Redevelopment Potential**

\*Guide Price: £470,000 - £500,000 (Plus VAT) (+Fees)

**The Red Lion, Witley Road, Holt Heath, Worcester, Worcestershire, WR6 6LX**

**Property Description:**

A substantial public house and restaurant premises occupying a large irregular shaped plot extending to an area of 0.49 acres (1,967 sq.m) and prominently situated fronting the busy Witley Road (A443) at the road junction with the B4196 and A4133.

The property is predominantly of brick construction surmounted by a pitched tile clad roof and offers extensive accommodation over three floors, benefitting from mostly UPVC double glazed windows and a gas fired central heating system.

The property is approached from Witley Road to a large tarmacadam car park with beer garden, service areas and patio. The property is located in a rural area interspersed with villages and located approximately 2 miles to the West of Ombersley, 7 miles to the North of Worcester City Centre and 5 miles to the South of Stourport on Severn.

**Planning**

The Public House is currently closed and may provide potential for re-development of both the existing premises and the car parking area/beer garden.

Planning consent was granted by Malvern Hills District Council (Ref: M/22/00204/FUL) and dated 20/10/2022 for refurbishment works, increasing car parking arrangements and creation of overnight accommodation for eight bedrooms with en-suites.

Architects acting for the seller have prepared a scheme retaining the existing Public House with hotel use and erection of a pair of semi-detached houses located to the car park. The scheme has not been submitted and all interested parties should discuss any proposals for the property with the local planning authority at Malvern Hills District Council.

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

Main Entrance Hall leading to Central Bar with surrounding seating and public areas,

Lobby to Ladies and Gents Toilets, separate restaurant entrance to Dining Room, Restaurant Toilets (ladies, gents and disabled), Commercial Kitchen, rear entrance with stairs off to First Floor.

**First Floor:**

Landing with store, Toilet, Lounge, Five Bedrooms, Kitchen/Diner with store, Bathroom with bath washbasin, WC.

**Second Floor** Stairs and Landing, Two Bedrooms.

**Outside:** Extensive car park, beer garden, patio area and access to beer cellar.

**Gross Internal Area:**

**Ground Floor:** 274.58 sqms (2955 sqft)

**First Floor:** 179.91 sqms (1936 sqft).

**Second Floor:** 34.89 sqms (375 sqft),

**Total:** 489.38 sqms (5267 sqft).


**Legal Documents:**

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

**Viewings::**

Via Cottons - 0121 247 2233



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



## LOT 24

### Freehold Vacant Extended and Refurbished Semi Detached House

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

106 Sherborne Road, Wolverhampton, West Midlands, WV10 9ET



#### Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having been substantially extended to the rear and has been refurbished throughout to include UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings. Sherborne Road is located off Fordhouse Road which in turn is found off Three Tons Lane.

#### Outside:

**Front:** Lawned garden

**Rear:** Garden

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

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

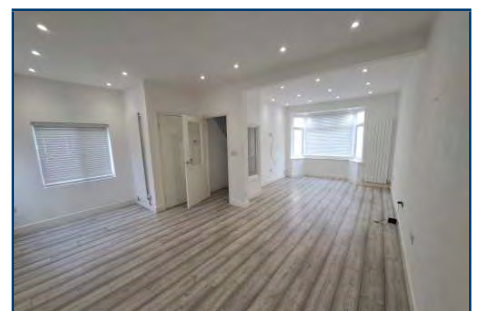
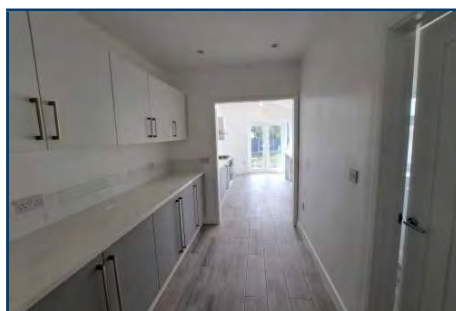
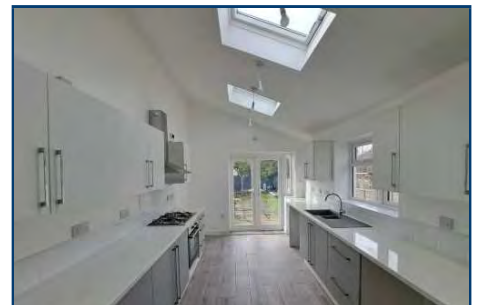
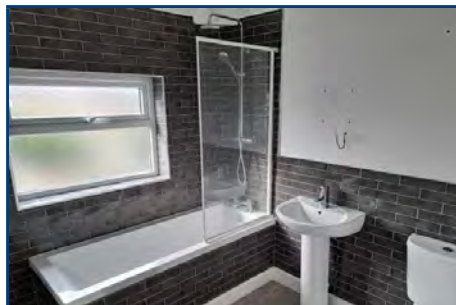
#### Accommodation:

##### Ground Floor

All measurements are maximum length and width  
Lounge: (7.44 x 4.96m), Dining Room: (2.56 x 2.13m), WC, Kitchen: (4.14 x 2.96m), Stairs

##### First Floor

Bedroom 1: (4.10 x 3.88m), Bedroom 2: (3.33 x 2.41m), Bathroom having panelled bath with shower over, wash basin and WC





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



# Cottons

CHARTERED SURVEYORS

## LOT 25

### Freehold Town Centre Investment - Retail Shop and Flat \*Guide Price: £100,000 - £110,000 (+Fees)

#### 32 & 32A Market Street, Hednesford, Cannock, Staffordshire WS12 1AF

##### Property Description:

A mid terraced investment property of two storey brick construction, surmounted by pitched tile clad roof and located within Hednesford Town Centre which contains a wide range of retail amenities and services. The property is situated directly fronting Market Street and benefits from rear vehicular access which provides off road car parking. Hednesford Town Centre is served by A460 Rugeley Road, which provides direct access to A5 Watling Street, which in turn leads to M6 Motorway. The Town Centre is located on the edge of Cannock Chase an area of outstanding natural beauty providing valuable amenity.

##### Tenancy Information:

**Ground Floor:** Currently Let as a mobile phone and electronic repair shop at a rental of £4,680 per annum.

**First Floor:** Flat Accommodation: Currently Vacant.

##### Accommodation:

###### Ground Floor

Retail Shop: 18.18 sqms (195 sqft) with roller shutter protection. Rear Workshop: 11.18 sqms (120 sqft), Kitchen/Store: 6.52 sqms (70 sqft), Shower Room: 3.2 sqms (34sqft) with glazed shower enclosure, pedestal wash basin and WC.

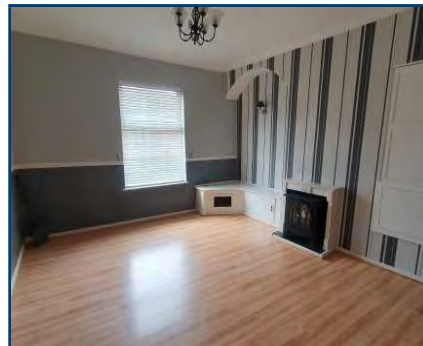
###### First Floor

Flat 32A: Rear access from yard/carparking area, Entrance Hall, Stairs and Landing, Bed/Living Room: 4.61m x 3.76m, Kitchen: 3.54m x 2.7m (approx) with range of units. Ladder to Loft Room: 4.16m x 2.18m, Shower Room with glazed shower enclosure, vanity wash basin, WC.

##### Legal Documents:

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

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



**Boot&Son**  
Chartered Surveyors Est 1919

## Cottons

CHARTERED SURVEYORS

### RESIDENTIAL SALES

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

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

0121 247 4747  
[domalley@cottons.co.uk](mailto:domalley@cottons.co.uk)

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

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





**LOT 26**
**Freehold Mixed Use Investment - 2 Commercial & 2 Flats - Rent £18,500 pa**  
 \*Guide Price: £160,000 - £170,000 (+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 on a Lease dated 6 October 2021 for a term of three-year at a rental of £5,700 per annum.

**First Floor Tattoo Studio:** Let trading as Inksane Tattoo's on a Periodic Lease dated 1 August 2020 on a year-to-year basis and at a total rent of £346.86 p.c.m. (£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.

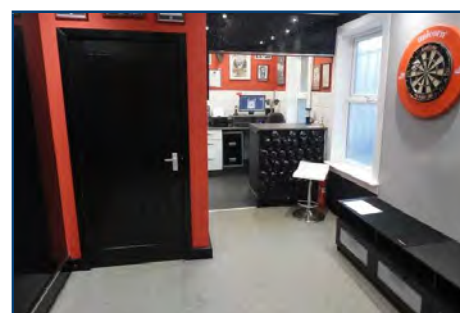
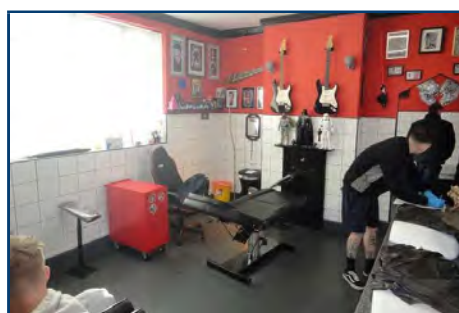
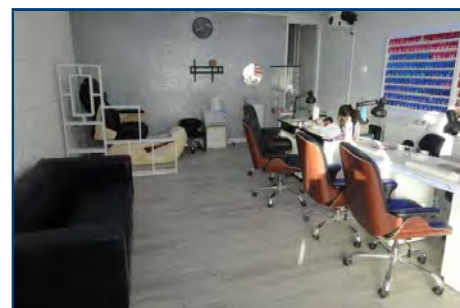
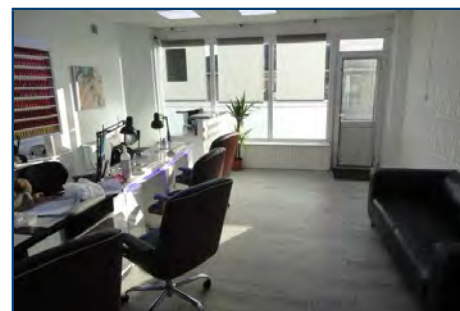
**Ground Floor Flat:** (Not Inspected): We are advised that the accommodation comprises, Lounge with Kitchen, Bedroom, Shower Room with WC.

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

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





## LOT 27

## Freehold Vacant Mid-Terraced Property \*Guide Price: £180,000 - £200,000 (+Fees)

5 Coton Lane, Erdington, Birmingham, West Midlands, B23 6TP



### 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 informally converted to provide three individual flats (the units are not separately metered). The property benefits from having UPVC double glazing and gas fired central heating and further benefits from a substantial single story extension to the rear and gated off road parking accessed via a service road. The property may be suitable for a variety of uses as many of the properties on Coton Lane have been converted for commercial use being located off Erdington High Street. All interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council. Coton Lane is located off both Sutton New Road (A5127) and Erdington High Street which itself provides a wide range of shops, amenities and bars

### Accommodation:

#### Front Ground Floor

Having Lounge: (4.11 x 3.39m), Bedroom: (3.40 x 2.33m), Kitchen: (1.31 x 3.40m), Shower Room with

shower cubicle, wash basin: (0.81 x 1.56m), Separate WC

#### Ground Floor Rear Flat

Accessed via a service road

Lounge: (4.39 x 2.06m), Bedroom: (3.79 x 1.89m), Kitchen: (2.29 x 2.05m), Bathroom having panelled bath, wash basin and WC: (1.77 x 2.07m)

#### First Floor Flat

Accessed via an external staircase

Reception Room: (3.78 x 2.53m), Kitchen: (1.71 x 1.95m), Shower Room: (1.99 x 1.98m) having panelled bath, wash basin and WC, Lounge: (3.43 x 3.45m), Stairs to Loft Room: (4.13 x 3.33m)

#### Outside:

**Front:** Walled foregarden

**Rear:** Paved and gated rear garden allowing for off road parking

**Legal Documents** - Available at

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

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



Rear Gated Off Road Parking



Rear Ground Floor Flat



Front Flat



First and Second Floor Flat





**LOT 28**
**A Freehold Vacant Detached Cottage Set in Approximately 0.28 Acres**

\*Guide Price: £350,000 - £390,000 (+Fees)

**Plover Cottage 574 Tanworth Lane, Shirley, Solihull, West Midlands, B90 4JE**

**Property Description:**

A detached two bedroom cottage of brick construction surmounted by a tiled roof set back from the road behind a driveway and lawned gardens to the front, rear and side. The property is set in a substantially sized plot extending to approximately 0.28 acres (1,116sq.mtrs). The cottage requires complete modernisation and improvement throughout however due to the size of the plot itself and having an open aspect to the rear offers enormous potential for redevelopment subject to obtaining the necessary planning consent. All interested parties must satisfy themselves in full with any potential proposals they have with Solihull Metropolitan Borough Council prior to bidding. The property is located on Tanworth Lane (B4102) close to the junction with Watery Lane on the outskirts of Cheswick Green village.

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

Entrance Porch, Lounge: (5.21 x 4.09m), Sun Room: (5.26 x 2.03m), Utility Area: (2.49 x 1.98m), Kitchen: (4.06 x 2.51m),

Bathroom having bath, wash basin and WC.

**First Floor**

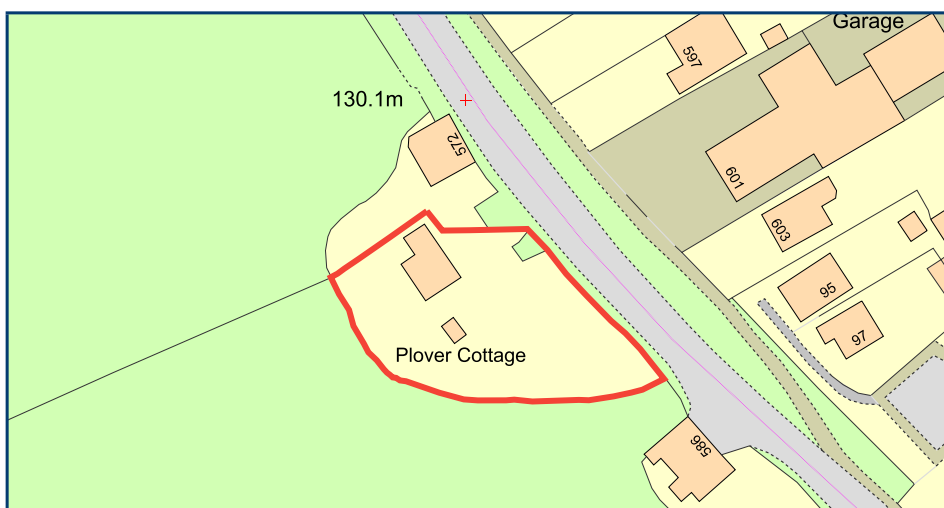
Bedroom 1: (4.04 x 4.14m), Bedroom 2: (4.09 x 2.46m)

**Outside:**

Driveway along front, rear and side gardens

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

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



## LOT 29

### Freehold Vacant Mid Terraced House arranged as 6 Bedsitting Rooms \*Guide Price: £170,000 - £185,000 (+Fees)

137 Watford Road, Cotteridge, Birmingham, West Midlands, B30 1NP



#### Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof, extended to the rear and occupying an elevated position set back behind a paved forecourt providing off road parking and further benefitting from UPVC double glazed windows and gas fired central heating.

The property would have originally been constructed as a three bedroom house until it was converted in 1990 into 6 bedsits with kitchenettes and electricity coin meters. The property provides scope for modernising throughout and would readily convert back to a single dwelling house.

The property is situated close to the Junction with Franklin Road in a popular and highly regarded Residential area, close to Bournville, approximately 500 metres to the North of Cotteridge Town Centre, which provides access to a wide range of retail amenities and services. Kings Norton Railway Station is within approximately 1/2 mile to the South providing commuting access to Birmingham City Centre.

#### Accommodation:

##### Ground Floor

Entrance Hall, Reception Hall, Room One: 4.65m into bay x 3.14m with kitchenette. Room Two: 4.33m x 3.27m with kitchenette, built in understair cupboard with shower and toilet which are in disrepair. Room/Flat Three: 5.42m x 2.45m, with Kitchen: 3.38m x 2.43m and Bathroom: 2.56m x 1.54m with bath, wash basin WC.

##### First Floor

Stairs and Landing, Room Four: 4.19m x 4.03m with kitchenette,

Room Five: 4.32m x 2.5m with kitchenette, Room Six: 3.23m x 2.48m with kitchenette, Shower Room: 2.01m x 1.55m with glazed shower, pedestal wash basin, WC.

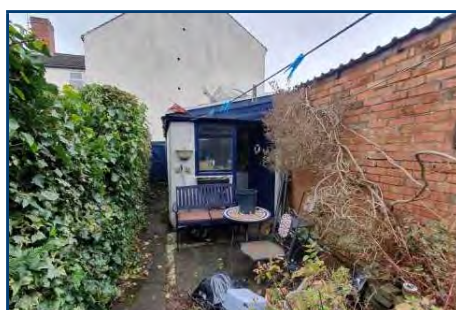
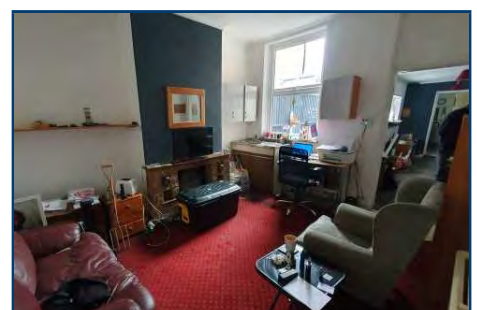
#### Outside:

Front: Paved forecourt providing off road parking. Rear: Yard and Garden with rear pedestrian access and a Store Room: 5.41m x 1.88m.

#### Legal Documents:

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

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





**LOT 30**
**Leasehold Vacant Maisonette with Two Bedrooms and a Garage**

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

**153 Gibbons Road, Four Oaks, Sutton Coldfield, West Midlands B75 5HD**
**Property Description:**

A ground floor maisonette forming part of a purpose built two storey development, benefitting from UPVC double glazed windows, gas fired central heating, two bedrooms, private garden and garage located in an adjacent block. The property is located on a private driveway with residents car parking situated directly off Gibbons Road and forms part of the highly regarded Four Oaks area, located within approximately 1/2 mile from Mere Green Shopping Centre providing access to a wide range of retail and leisure amenities.

**Accommodation:**

**Ground Floor:** Reception Hall, Lounge: 3.97m x 3.72m, Kitchen: 2.77m x 1.93m, Bedroom One: 4.40m x 3.01m, Bedroom Two: 3.4m x 2.46m, Shower Room: 1.94m x 1.67m with glazed shower cubicle, vanity wash basin and WC.

**Outside:** Front lawned garden, pedestrian side access to private rear garden, garage (No. 7): 4.92m x 2.52m, located in an adjacent garage yard.

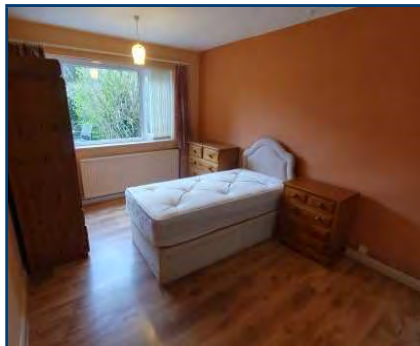
**Leasehold Information**

Lease Term: 99 years from 1st July 1965.

Ground Rent: £25.00 per annum.

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

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


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


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

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

Service Provided By The Essential Information Group Ltd  
[www.eigroup.co.uk](http://www.eigroup.co.uk) 0870 112 30 40



## LOT 31

### Freehold Vacant Semi Detached House with Three Bedrooms

\*Guide Price: £180,000 - £190,000 (+Fees)

29 Charminster Avenue, Yardley, Birmingham, West Midlands, B25 8RH



#### Property Description:

A traditional Semi-Detached House of two storey brick construction surmounted by a hipped tile clad roof, benefitting from gas fired central heating, mostly UPVC double glazed windows, three bedrooms, garage and off road car parking.

The property forms part of a popular residential area and Charminster Avenue comprises of a cul-de-sac which leads directly off Rockingham Road, which in turn leads off Stoney Lane (A4040) and the property is conveniently within 1/4 of a mile from Yardley Centre, providing access to a wide range of retail amenities and services.

#### Accommodation:

##### Ground Floor

UPVC double glazed porch, Reception Hall, Lounge: 4.57m into bay x 3.45m, Dining Room: 3.24m x 2.73m opening to Kitchen: 2.62m x 2.03m with range of units, Conservatory: 5.00m x 2.37m.

**First Floor:** Stairs and Landing, Bedroom One: 4.57m into bay x 3.3m, Bedroom Two: 3.68m x 3.26m, Bedroom Three: 2.42m x 2.02m, Shower Room: 1.96m x 1.77m with glazed shower enclosure, vanity wash basin, Separate Toilet with WC.

#### Outside::

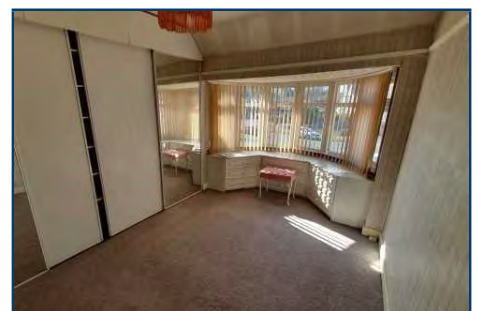
Front: Block paved forecourt providing off road parking, shared vehicular access to Garage: 6.16m x 2.43m

Rear: Paved patio and garden.

#### Legal Documents::

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

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







9 STATION ROAD



37 ALBION STREET



67 WINDMILL LANE



RED LION

## ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 13.3.2023

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

## ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 15.3.2023

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

Thinking of selling your property?

We require all types of properties for our forthcoming auction on the

**24 May 2023**



Make sure you follow our social media for updates on our next property auction

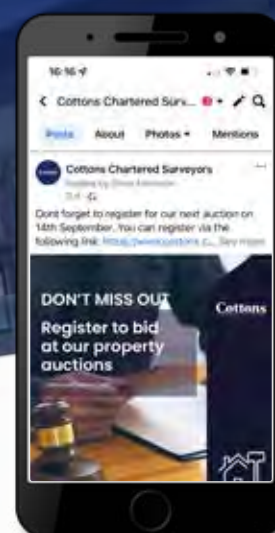


# Cottons

CHARTERED SURVEYORS

- Auctions
- Residential
- Commercial
- Block Management
- Professional Services
- Insurance

**Cottons Chartered Surveyors**  
455 likes • 511 followers





# The Complete Insurance Solution for your Property Portfolio

**01789 761 660**

**enquiries@pi-propertyinsurance.co.uk**

In association with

**Cottons**  
CHARTERED SURVEYORS



Pi-Property Insurance is a trading style of Clear Insurance Management Limited, which is authorised and regulated by the Financial Conduct Authority. Registered in England No.3712209. Registered Office: 1 Great Tower Street, London EC3R 5AA



Specialist policy wording for Property Owners and Property Managers



"All Risks" cover which can include the same level of cover for vacant properties within a portfolio\*

\*subject to certain underwriting criteria



All agreed claims up to £5,000 – settled within 24 hours of final invoice



Qualified in-house claims team with delegated authority with partner insurers



**Pi-Property Insurance**

part of the  
**CLEAR GROUP**

## Sale Memorandum

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

**We acknowledge receipt of the deposit**

**Date**

**Name and address of seller**

**Name and address of buyer**

**The lot**

**The price (excluding any VAT)**

**Deposit paid**

**Signed by the buyer**

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

**The buyer's conveyancer is**

**Name**

**Address**

**Contact**



# Common Auction Conditions for Auction of Real Estate in England & Wales 4th Edition

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

Glossary

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

## Auction Conduct Conditions

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

## Sale Conditions

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

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

## Wherever it makes sense:

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

Actual completion date

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

## Addendum

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

## Agreed completion date

Subject to condition 69.3:

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

## Approved financial institution

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

## Arrears

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

## Arrears schedule

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

## Auction

The auction advertised in the catalogue.

## Auction conduct conditions

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

## Auctioneers

The auctioneers at the auction.

## Business day

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

## Buyer

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

## Catalogue

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

## Completion

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

## Condition

One of the auction conduct conditions or sales conditions.

## Contract

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

## Contract date

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

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

## Documents

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

## Financial charge

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

## General conditions

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

## Interest rate

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

## Lot

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

## Old arrears

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

## Particulars

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

## Practitioner

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

## Price

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

## Ready to complete

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

## Sale conditions

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

## Sale memorandum

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

## Seller

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

## Special conditions

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

## Tenancies

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

## Tenancy schedule

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

## Transfer

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

## Auction conduct conditions

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

**A4 The particulars and other information**

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

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

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

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

**A5 The contract**

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

**A6 Extra Auction Conduct Conditions**

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

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

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

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

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

**G1. The lot**

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

**G2. Deposit**

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

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

G2.2 The deposit

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

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

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

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

**G3. Between contract and completion**

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

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

**G4. Title and identity**

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

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

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

**G5. Transfer**

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

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

**G6. Completion**

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

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

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

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

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

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

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

**G7. Notice to complete**

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

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

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

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

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



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

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

If the contract is lawfully brought to an end:

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

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

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

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

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

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

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

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

#### **G11. Arrears**

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

#### **G12. Management**

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

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

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

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

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

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

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

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

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

#### **G14. VAT**

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

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

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

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

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

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

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

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

G16.4 The seller and buyer agree:

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

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

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

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

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

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

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

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

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

#### **G20. TUPE**

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

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

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

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

## **G21. Environmental**

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

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

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

## **G22. Service Charge**

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

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

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

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

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

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

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

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

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

## **G23. Rent reviews**

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

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

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

G23.4 The seller must promptly:

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

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

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

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

## **G24. Tenancy renewals**

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

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

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

G24.4 Following completion the buyer must:

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

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

## **G25. Warranties**

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

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

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

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

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

## **G26. No assignment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G30. Extra General Conditions**

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

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

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

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

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

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

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

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

# LEGAL PACKS

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

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

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

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



**Cottons**  
CHARTERED SURVEYORS

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

# Thinking of selling your property?

**We require all types of  
properties for our forthcoming  
auction on the 24 May 2023**

Houses  
Shops  
Development Land  
Flats  
Industrial  
Freehold Ground Rents

Cottons are here to help!

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

**Cottons**  
CHARTERED SURVEYORS

We have built our reputation over the last 20 years by offering a professional, efficient and transparent auction service, based on the traditional core values of selling genuine property, for straightforward sellers at realistic guide prices, with fair and ethical reserves.





# Cottons

CHARTERED SURVEYORS

## **Auction Department**

Cavendish House

359-361 Hagley Road, Edgbaston

Birmingham

B17 8DL



0121 247 2233 | [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)  
**[www.cottons.co.uk](http://www.cottons.co.uk)**