

# Cottons

CHARTERED SURVEYORS

## AUCTION CATALOGUE

Wednesday **24 May** 2023: 1pm

Our Live Auction will be held at:

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

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



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

# Important notice to be read by all bidders

## Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## Auctioneers Advice

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

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

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

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

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

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

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

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

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

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

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

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

## IMPORTANT NOTICE

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

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

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

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

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

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

### ID

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

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

### Third Party Bidding

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

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

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

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

## MISREPRESENTATION ACT

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

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

## DEFINITION

### Definition of Guide Prices

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

### Definition of Reserve Price

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

## A collective auction sale of 31 Lots

Comprising a range of Residential and Commercial, Vacant and Investment Properties, Freehold Ground Rents, 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	16 Bhylls Lane, Wolverhampton WV3 8DL	Freehold Vacant Residential
2	Land Adj 103 Stanway Road, Shirley, Solihull B90 3JF	Freehold Building Plot
3	140 Tanhouse Farm Road, Solihull B92 9EY	Leasehold Vacant Residential
4	330 Newbury Lane, Oldbury, West Mids B69 1JJ	Freehold Vacant Residential
5	172 Court Lane, Erdington, Birmingham B23 5RG	Leasehold Vacant Residential
6	31 Central Drive, Bilston, West Mids WV14 9EJ	Leasehold Residential Investment
7	17-19 Halesowen Road, Netherton, Dudley DY2 9QG	Freehold Commercial Investment
8	106 Sherborne Road, Wolverhampton WV10 9ET	Freehold Vacant Residential
9	The Red Lion, 33 High Street, Brierley Hill DY5 3AU	Freehold Vacant Public House
10	88 St.Marys Row, Moseley, Birmingham B13 9EP	Freehold Commercial Investment
11	76 Upper Bar, Newport, Shropshire TF10 7AW	Freehold Commercial Investment
12	37/38 High Street, Quarry Bank, Brierley Hill, West Mids DY5 2AA	Freehold Commercial Investment
13	Four Lock Up Garages At St Lawrence Road, Anasley CV10 9PW	Freehold Lock-Up Garage Investment
14	Fgr 22 Townsend Close, Ludlow, Shropshire SY8 1UN	Freehold Ground Rent
15	17 Longham Croft, Garage 4 Moreton Close, Harborne, Birmingham B32 2JS	Freehold Ground Rents & Land
16	Land At Glascote Lane, Wilnecote, Tamworth, Staffordshire	Freehold Land
17	Land @ Beauty Bank, Cradley Heath, West Midlands B64 6PJ	Freehold Development Land
18	12 Poplar Avenue, Kings Heath, Birmingham B14 7AE	Freehold Vacant Residential
19	Flat 3 Mitcham Court, 36 Abdon Avenue, Birmingham B29 4PH	Leasehold Vacant Residential
20	1 Gladys Road/90a Ethel Street, Smethwick, West Midlands B67 5AN	Freehold Investment Opportunity
21	676 Stratford Road, Sparkhill, Birmingham B11 4AS	Freehold Residential Investment
22	1 Dormston Trading Estate, Burton Road, Dudley, West Mids DY1 2UF	Freehold Vacant Offices
23	47 & 47a Station Street, Cheslyn Hay, Walsall WS6 7ED	Freehold Commercial Investment
24	44 Brook Lane, Great Wyrley, Walsall WS6 6BQ	Leasehold Residential Investment
25	127 Pottery Road, Oldbury, West Midlands B68 9HE	Freehold Vacant Commercial
26	Apt 4, Linley House, Bellerton Lane, Stoke-on-Trent ST6 8XP	Leasehold Residential Investment
27	Apt 11, Linley House, Bellerton Lane, Stoke-on-Trent ST6 8XP	Leasehold Residential Investment
28	620 Kingsbury Road, Erdington, Birmingham B24 9PJ	Freehold Vacant Commercial
29	27 Robert Avenue, Erdington, Birmingham B23 5RD	Freehold Vacant Residential
30	319 Stockfield Road, Yardley, Birmingham B25 8JP	Freehold Residential Investment
31	41 Solihull Road, Sparkhill, Birmingham B11 3AD	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 there full name, address and certified ID

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

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

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

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

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

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

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

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

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

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

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

# Auction Offer sheet

**LOT No.**

Property Address:

Offer Price:

Cash: £:

Mortgage:

**Purchaser Details:**

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

**Solicitors Details:**

Name:

Postcode:

Company:

Email:

## Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

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

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

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**12 July 2023**

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

Closing date for entries

**16 June 2023**

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

Bidding  
Numbers for  
On-Line  
Registered

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

### **AUCTION ADMINISTRATION FEE**

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

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

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

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

# Property Viewings

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## Vacant Properties

It is intended that viewings will take place where possible on the vacant properties contained in our catalogue and a schedule will be produced and uploaded to our website. The viewing schedule will contain dates/times when we will conduct viewings along with guidelines which must be strictly adhered to by all persons attending.

## Investment Properties

Viewings of investment properties are by courtesy of the tenants in occupation and no attempt should be made to contact the tenants directly in the event that access is unavailable.

## Viewing Guidelines

- Please arrive promptly for your appointment.
- On Arrival we shall require your name and telephone number and you will be unable to view if this information is not provided.
- You will be responsible for providing your own PPE if required.
- Where possible, we have included on our website internal photos and video tour for each property to assist you.
- Please be aware that many auction properties are often in disrepair and unsafe condition and all persons viewing any property must do so with the extreme caution and entirely at their own risk. By attending a viewing, you accept that neither the Seller nor the Auctioneer accept any liability for harm caused whilst viewing a property.
- Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms. We thank you in advance for your co-operation.

# Deposit & Admin Fee

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) In addition an Administration fee of £1,250 (inclusive of VAT) is payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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

### Card Payments

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

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

### Online, Telephone & Proxy Bidding Deposits:

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

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

## LOT 1

### Freehold Vacant Semi-detached House (Three Double Bedrooms)

\*Guide Price: £150,000 - £170,000 (+Fees)

#### 16 Bhylls Lane, Wolverhampton, West Midlands WV3 8DL

##### Property Description:

A three bedroom semi-detached property set back from the road behind a tarmacadam covered driveway allowing for off road parking and access to garage. The property benefits from having had a new pitched roof and flat roof to the rear, UPVC double glazing and gas fired central heating however does require modernisation and repair. The property further benefits from having three double bedrooms to the first floor. The property is situated in the established and sought after area of Merry Hill and the property is located on Bhylls Lane close to the junction with Wychbury Road.

##### Accommodation:

###### Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (4.57 x 3.45m), Dining Room: (4.51 x 3.15m), Kitchen/Diner: (3.22 x 3.40m), WC/Utility Area: (1.70 x 1.79m), Inner Lobby, Garage: (6.19 x 2.36m), Stairs

###### First Floor

Bedrooms 1: (3.54 x 3.44m), Bedroom 2: (4.35 x 3.08m), Bedroom 3: (4.29 x 3.15m), Bathroom having panelled bath with shower over, wash basin, WC and bidet.

##### Outside:

**Front:** Tarmacadam covered driveway allowing for off road parking and access to garage

**Rear:** Patio area and lawned garden

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

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



## 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.

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## LOT 2

### Freehold Building Plot - Consent for a 3 Bedroom Detached House

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

#### Land Adjacent 103, Stanway Road, Shirley, Solihull B90 3JF

##### Property Description:

An opportunity to purchase a building plot in the sought after location of Shirley, Solihull having consent for the erection of a two story three bedroom detached dwellinghouse. The plot is roughly rectangular in shape and extends to a site area of approximately 245.68 sq.mtrs (2644 sq.ft). Stanway Road is located directly off Stratford Road which provides a wide range of shops, amenities and bars.

##### Planning:

Planning Consent was granted by Solihull Council (Ref: PL/2020/02329/PPFL) and dated the 23rd of February 2021 for the erection of a new two story, three bedroom detached dwellinghouse with car parking and garden

##### Proposed Accommodation

###### Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Kitchen/Diner, Utility Room and WC

###### First Floor

Three Bedrooms and Family Bathroom

###### Outside:

**Front:** Car parking and driveway giving access to garage

**Rear:** Garden

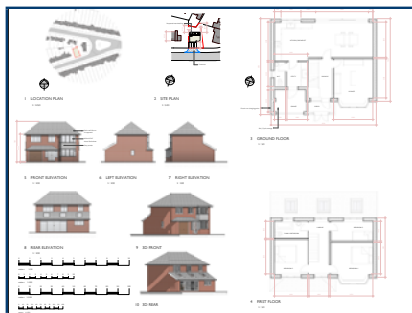
##### Legal Documents:

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

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



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



## LOT 3

### Leasehold Vacant Possession (Extended Lease of 999 years on Completion)

\*Guide Price: £110,000 - £120,000 (+Fees)

#### 140 Tanhouse Farm Road, Solihull, West Midlands B92 9EY

##### Property Description:

A Ground floor two bedroom flat situated in a three story purpose built block set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing, electric heating and a garage located in a secure separate block. The flat requires modernisation and improvement. Tanhouse Farm Road is located off Old Lode Lane and the property is close to the Elmdon Park.

##### Accommodation:

###### Ground Floor

Communal Entrance with secure door entry system,

###### Flat 140

Entrance Hallway, Lounge (6.08 x 3.19m),

Kitchen (2.10 x 2.93m), Bedroom 1 (4.52 x 2.70m), Bedroom 2 (3.32 x 1.98m), and Bathroom (2.08 x 1.73m), having panelled bath with shower over, wash basin and WC

###### Outside:

Communal lawned gardens and parking area with garage located in a secure separate block

##### Leasehold Information

**Term:** 125 years from 24 June 1982

(A new 999 year Lease will be granted upon completion)

**Rent:** A peppercorn

**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 4

### Freehold Vacant Mid Terraced House with Three Bedrooms

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

#### 330 Newbury Lane, Oldbury, West Midlands B69 1JJ

##### Property Description:

A mid terraced house of two storey brick construction surmounted by a pitched tile clad roof, set back behind a paved forecourt providing off road parking and benefitting from UPVC double glazed windows, gas fired central heating, long rear garden and three bedrooms.

Newbury Lane forms part of an established residential area and leads directly off Wolverhampton Road (A4123) and the property is located approximately 1 mile from the M5 Motorway (Junction 2).

##### Accommodation:

###### Ground Floor

Entrance Hall, Lounge: 4.09m x 3.64m plus bay window, Dining Kitchen: 3.63m x 2.72m, range of fitted units, pantry cupboard.

###### First Floor

Stairs and Landing, Bedroom One : 3.69m x 2.76m, Bedroom Two: 3.21m x 2.78m, Bedroom Three: 2.31m x 2.29m, Bathroom: 2.29m x 2.19m with panelled bath having shower attachment, pedestal wash basin, WC.

**Outside:** Front: Paved driveway and lawned garden, pedestrian shared entry access to rear.

**Outside:** Rear: Yard with integral WC, long lawned garden.

##### Legal Documents:

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

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



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



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

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

Service Provided By The Essential Information Group Ltd  
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**LOT 5**
**Leasehold Vacant Three Bedroom Semi-Detached House**

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

**172 Court Lane, Erdington, Birmingham, B23 5RG**

**Property Description:**

A three bedroom semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled tarmac covered foregarden allowing for off road parking to the front. The property benefits from having UPVC double glazing and gas fired central heating however does require modernisation and improvement.

The property is located on Court Lane between the junctions of Jerry's Lane and Madehurst Road and pleasantly overlooking Short Heath Park. The property is situated adjacent to Short Heath Park and is approximately within three quarters of a mile distance from both Erdington Railway Station and High Street providing a wide range of shops and amenities

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

Entrance Porch, Entrance Hallway, Lounge: (4.37 x 3.28m), Dining Room: (4.52 x 3.20m), Kitchen: (2.51 x 1.92m), WC, Stairs

**First Floor**

Landing, Bedroom 1: (3.96 x 3.03m), Bedroom 2: (3.96 x 3.01m), Bedroom 3: (2.96 x 2.11m), Bathroom: (1.32 x 2.15m) having panelled bath with shower over, wash basin, separate WC

**Outside:**

**Front:** Walled tarmac covered foregarden allowing for off road parking to the front.

**Rear:** Overgrown lawned garden

**Leasehold Information**

**Term:** 99 Years from 29 September 1966

**Ground Rent:** £25 per annum

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



SHORT HEATH PARK



**LOT 6**

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

\*Guide Price: £60,000 - £65,000 (+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**

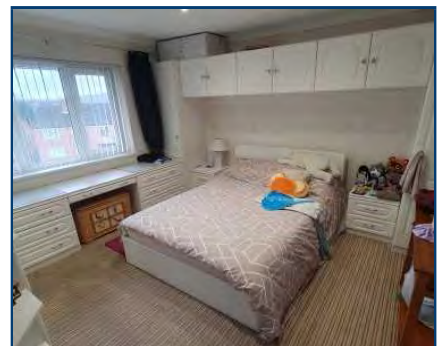
**Lease Term:** 125 years from 08/11/2004 (106 years unexpired)

**Ground Rent:** £10.00 per annum.

**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



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## LOT 7

### Freehold Commercial Investment Opportunity (Part Vacant) \*Guide Price: £130,000 - £140,000 (+Fees)

17 - 19 Halesowen Road, Netherton, Dudley, West Midlands, DY2 9QD



#### Property Description:

An investment opportunity comprising of a part single, part two storey, brick built commercial premises prominently situated fronting Halesowen Road at the Junction with Baptist End Road and Arch Hill Street.

The property is currently laid out as two separate units with No. 17 arranged as offices with stairs down to lower ground floor, which is accessed from Arch Hill Street and comprises of a workshop with storage. No 19 comprises of a long established Café premises benefitting from the high volume of passing trades and various industrial premises contained within the local area.

The property is located at a busy stretch of Halesowen Road which joins Cinder Bank (A459) at Baptist End Road to the North and Northfield Road and Cradley Road to the South. The immediate surrounding area is predominantly residential and the property is within a short walk of Netherton Park.

#### Tenancy Information

17 Halesowen Road and Lower Ground Floor:  
Vacant.

19 Halesowen Road: Let as a Café/Restaurant premises trading as Jo's Café holding over on a lease which was originally granted on 3rd December 1996 for a term of 15 years at an original rent of £2,600 per annum. The tenant advises they have occupied the premises for 28 years.

#### Accommodation:

##### Unit 17 Halesowen Road

**Ground Floor:** Entrance Hall, Reception Office and Waiting Area: 10.9 sq.ms (117 sq.ft), Kitchen: 5.74 sq.ms (61 sq.ft) with store and staff toilet, WC and wash basin, Office: 17.4 sq.ms (187 sq.ft),

**Lower Ground Floor:** Workshop/Store: 74.1 sq.ms (797 sq.ft) with access to Arch Hill Street, Toilet with WC and wash basin, Two Store Rooms and Two Walk in Stores.

**Unit 19 Halesowen Road** Café Premises, Seating Area: 24.19 sq.ms (260 sq.ft), Servery/Store Room, Ladies and Gents Toilets: 26.94 sq.ms (290 sq.ft), Kitchen: 27.32 sq.ms (294 sq.ft).

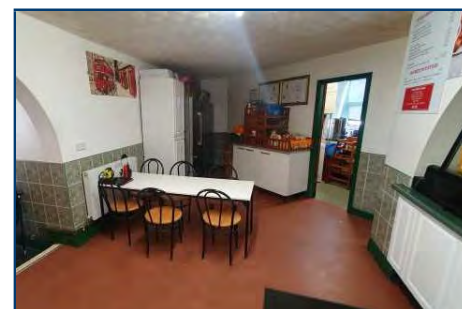
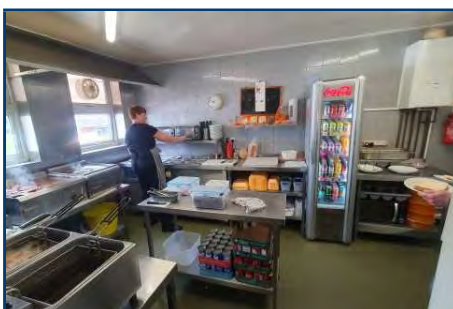
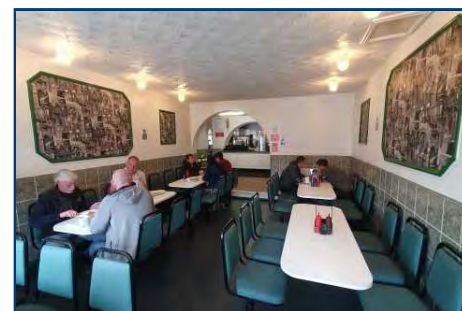
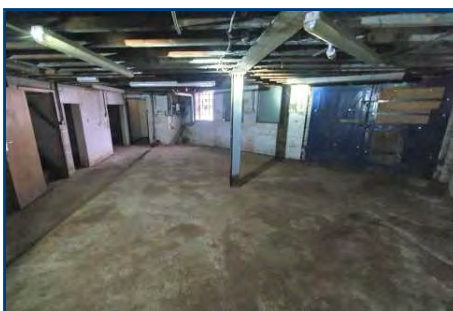


#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



## LOT 8

### Freehold Vacant Extended and Refurbished Semi Detached House

\*Guide Price: £128,000 - £138,000 (+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

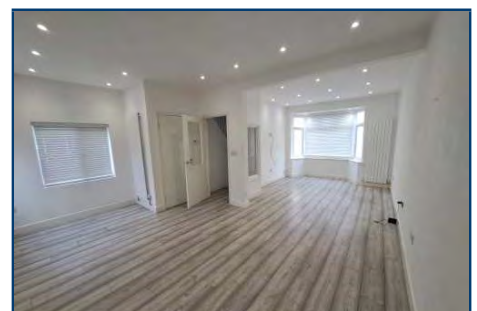
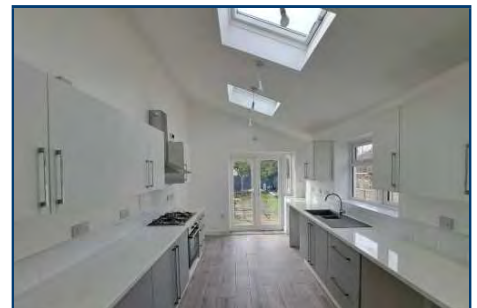
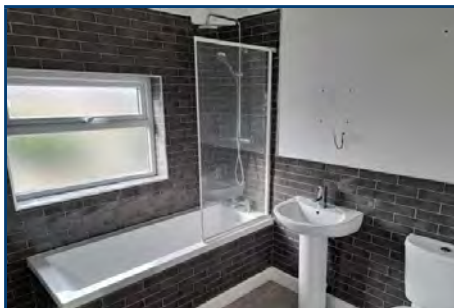
#### Accommodation:

##### 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



**LOT 9**
**Freehold Vacant Public House in High Street Location**

\*Guide Price: £170,000 - £177,000 (+Fees)

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

**Property Description:**

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

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

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

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

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

**First Floor**

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

**Outside:**

Paved Yard/Beer Garden and stores.

**Gross Internal Area:**

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

First Floor: 92.12 sq m (991 sq ft)

Cellar: 76.36 sq m (821 sq ft)

**VAT**

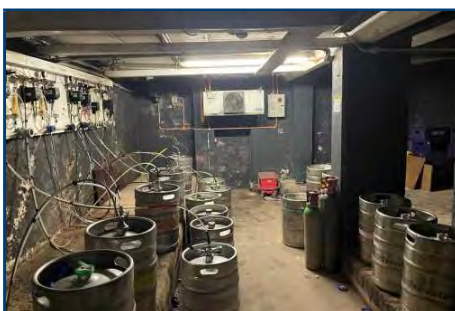
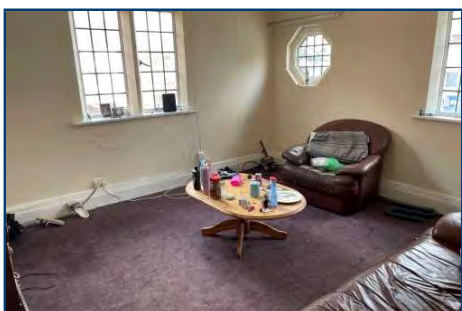
The property is NOT elected for VAT

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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**LOT 10**

**A Substantial Freehold Commercial Investment Property (£23,500 pa)**  
 \*Guide Price: £280,000 - £310,000 (+Fees)

**88 St.Marys Row, Moseley, Birmingham, West Midlands, B13 9EF**

**Property Description:**

A prominently located, substantial three story commercial investment property of brick and tile construction with forecourt parking and development potential. The extensive accommodation comprises a well appointed restaurant on the ground floor with an upper two story duplex residential apartment. To the rear of the building is a further potential flat approached by an internal staircase.

Located on the south side of St.Marys Row (B4217) at the junction of Wake Green Road and Church Road, the property is situated on an established parade of retail and business premises adjacent to a Marks & Spencer Supermarket. Moseley Village is nearby and the property has the benefit of being located opposite the new Moseley Village Rail Station (under construction)

The property is currently let on a 20 year full repairing lease (with the tenant responsible for the landlord's costs of insurance) expiring on the 29th of September 2031 at a current rental of £23,500 per annum, with the next rent review due on the 29th of September 2026

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

Restaurant and Bar Area, Kitchen, WC, Preparation Room, Stores, Stairs

**Front Residential Apartment****First Floor:**

Having Shower Room with WC x 2, Lounge, Dining Room, Bedroom 1, Stairs to

**Second Floor**

Kitchen, Bedroom 3, Bedroom 4 (inter-communicating with) Shower Room having shower cubicle, wash basin and WC

**Potential Rear Flat:**

Accessed via a separate staircase

**First Floor:**

Having 3 rooms and bathroom (with WC and no further fitments)

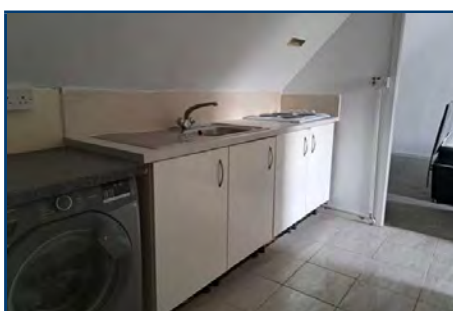
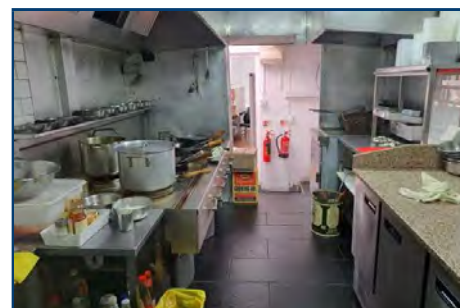
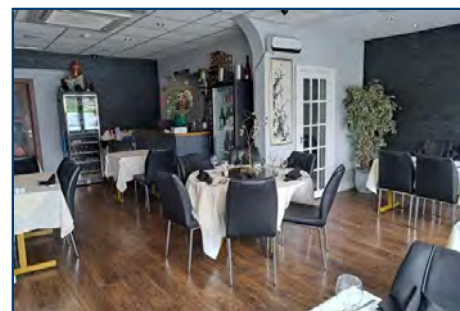
**Outside:**

**Front:** Tarmacadam Forecourt providing off road parking

**Rear:** Yard area with rear vehicular access

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

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



**LOT 11**

**Freehold Chemist Investment Let to a National Pharmacy Operator**  
\*Guide Price: £100,000 - £118,000 (+Fees)

**76 Upper Bar, Newport, Telford and Wrekin TF10 7AW**

**Property Description:**

A three storey mid-terraced, long established chemists/retail shop of brick construction with pitched tile clad roof, situated directly fronting Upper Bar, located to the Southern section of High Street and forming part of Newport Town Centre, which contains a wide range of Local and National retailers.

Newport is an attractive and historic market town situated on the Shropshire and Staffordshire border located approximately 7 miles to the North East of Telford Town Centre, 12 miles to the West of Stafford Town Centre and within less than 20 miles to the North West of Wolverhampton City Centre, via the A41 trunk road, which runs along with outskirts of Newport.

**Tenancy Information**

The property is let to PCT Healthcare Limited T/A Peak Pharmacy on a lease for a term of 15 years from 15th March 2021 at a current rental of £8,400 per annum exclusive, on full repairing and insuring terms, with upward only rent reviews on the 5th and 10th

anniversary and subject to a tenant only rolling break clause. PCT Healthcare Limited operate multiple pharmacies and their last published accounts contained on Companies House stated a turn over in excess of £130 million for year ending 30th November 2021.

**Ground Floor**

Retail shop: 34.7 sq.ms (373 sq.ft)

**First Floor**

Stairs and landing to internal storage, with staff toilets: 23.1 sq.ms (248 sq.ft).

**Second Floor**

Stairs to internal storage: 14.2 sq.ms (152 sq.ft).

**Total Floor Area:** 72 sq.ms (773 sq.ft).

**Note:** All dimensions obtained from the VOA (Valuation Office Agency) website and are a net internal area basis.

**Legal Documents**

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

**Viewings**

Via Cottons - 0121 247 2233



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**LOT 12**
**Freehold Investment - Chemist/Retail Shop and Two Self Contained Flats**

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

**37-38 High Street, Quarry Bank, Brierley Hill, West Midlands, DY5 2AA**

**Property Description:**

A valuable investment opportunity comprising of a pair of mid terraced traditional built properties of brick construction with pitched tile clad roofs having been extended to the rear, No. 37 being three storey and No. 38 two storey and combined to provide a ground floor double fronted retail shop with two separate self contained flats over.

The property is situated directly fronting High Street and benefits from a large tarmac car park to the rear located off Church Street.

High Street contains a wide range of local retail shops serving the densely populated surrounding residential area which is interspersed with various commercial buildings.

**Tenancy Information**

**Ground Floor (Retail Shop):** The property is let as a pharmacy to PCT Healthcare Limited T/A Murry's Healthcare on a lease for a term of 15 years from 15th March 2021 at a current rental of £5,000 per annum exclusive, on full repairing and insuring terms and with upward only rent reviews on 5th & 10th anniversary subject to a tenant only rolling break clause. PCT Healthcare operate multiple Pharmacies and their last published accounts contained on Companies House stated a turnover in excess of £130 million for your ending 30th November 2021.

**Flat One** Let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 p.a.).

**Flat Two** Let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 p.a.).

**Total Current Rental Income: £16,400 per annum.**

**Accommodation**
**Ground Floor**

Retail Shop: Double Fronted Chemist Shop with roller shutter protection, dispensary, store room, inner hall, store room two, office, kitchen, staff room and staff toilet with WC.

**Net Internal Area:** 127.9 sq.ms (1376 sq.ft).  
(Courtesy of VOA website (Valuation Office Agency)).

**First Floor**

Flat One: Not Inspected

Flat Two: Not Inspected

**Outside:**

Rear: Large tarmac carpark with vehicular right of way from Church Street.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



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



## LOT 13

**Freehold Lock Up Garage Investment - Rental Income: £2040pa**  
\*Guide Price: £16,000 - £20,000 (+Fees)

### Four Lock up Garages, St. Lawrence Road, Ansley, Nuneaton, Warwickshire CV10 9PW

#### Property Description:

A block of four lock up garages set back behind a concrete hardstanding and situated fronting St Lawrence Road, between the rears of No. 2 and 60 St Lawrence Road.

The garages form part of a residential estate, which is located via Ludford Close off Birmingham Road (B4112) and are situated in the North Warwickshire Village of Ansley located within approximately 6 miles to the South of Atherstone and 6 miles to the West of Nuneaton.

#### Legal Documents:

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

Viewings: External Only

#### Rental Income

The garages are currently let as follows:

Garage 5: £45 pcm

Garage 6: £40 pcm

Garage 7: £40 pcm

Garage 8: £45 pcm

Total Rental Income: £170 pcm (£2040pa)



## LOT 14

**Freehold Ground Rent secured on a Modern Town House**  
\*Guide Price: £500 - £1,000 (+Fees)

### Freehold Ground Rent, 22 Townsend Close, Ludlow, Shropshire SY8 1UN

#### Property Description:

A freehold ground rent secured upon a modern town house located in a private gated development which leads off Lower Galdeford and is situated in the popular Shropshire market town of Ludlow conveniently within approximately a quarter of a mile from Ludlow Town Centre.

The property is subject to long leasehold interest for a term of 999 years from 1st January 2004 paying a ground rent of £175 per annum.

#### Legal Documents:

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

#### Viewings:

Not Applicable



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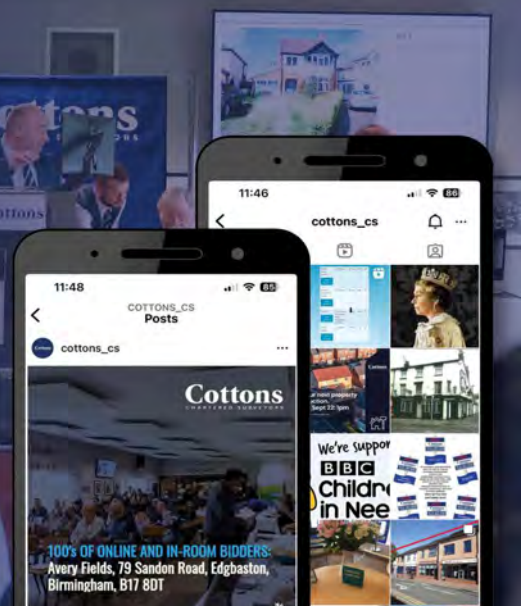
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## LOT 15

### Freehold Ground Rents, Estate Roads and Land in Harborne, Birmingham

\*Guide Price: £8,000 - £10,000 (+Fees)

#### Ground Rents at 17 Longham Croft, Garage 4 Moreton Close, Land at Welsh House Farm Road & Roadways, Birmingham, B32 2JS

##### Property Description:

A portfolio of freehold land and roadways comprising of three freehold ground rents secured upon a mid-terraced house known as 17 Longham Croft, a lock up garage known as garage 4 Moreton Close and land containing an electricity sub-station along with various estate roadways all located either on or leading off Welsh House Farm Road, Harborne.

Note 1: The land is held under Land Registry Title No: WM981584 and all interested parties should refer to the title document and plan and satisfy themselves fully in respect of everything that is included in this Lot.

Note 2: The postcode is provided for identification purposes only.

Note 3: The land & roadways are subject to established third party rights of way.

##### Income

17 Longham Croft: subject to a lease for a term of 99 years from 29th September 1966 at a ground rent of £29 per annum.

Garage 4 Moreton Close: subject to a lease for a term of 99 years from 29th September 1966 at a peppercorn ground rent.

Electric Sub-Station on Welsh House Farm Road: subject to a lease for a term of 99 years from 29th September 1966 at a ground rent of £1 per annum.

##### Legal Documents

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

Viewings External Only



## LOT 16

### Freehold Land (3.02 Acres)

\*Guide Price: £30,000 - £35,000 (+Fees)

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

##### Property Description:

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

##### Planning:

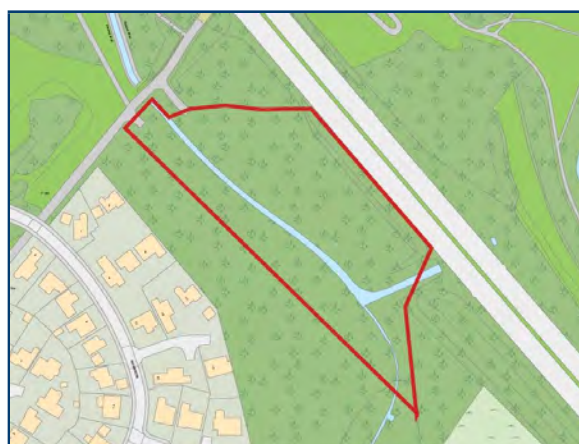
All interested parties must satisfy themselves in full with any plans or proposals they may have with Tamworth Borough Council prior to bidding.

##### Legal Documents:

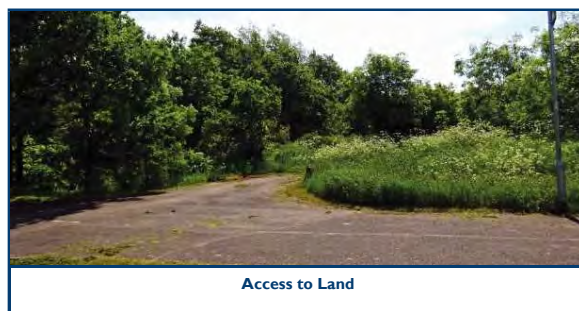
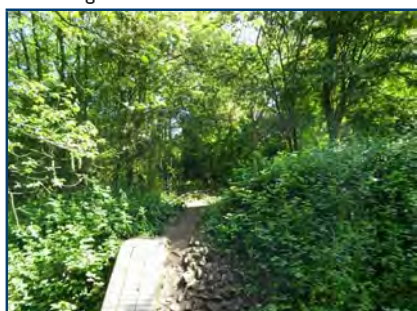
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

##### Viewings:

Via Cottons – 0121 247 2233



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



Access to Land

## LOT 17

### 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

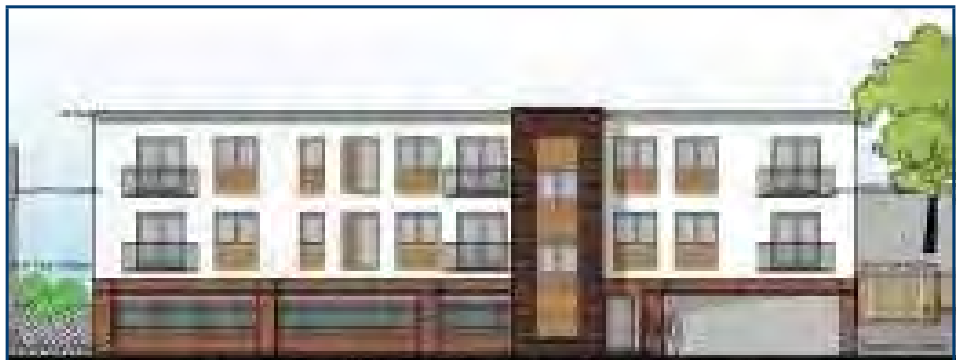
Apartment 6 (2 bedroom) : 66.2 sqms (713 sqft)  
Apartment 7 (1 bedroom): 54.8 sqms (590 sqft)  
Apartment 8 (1 bedroom): 50.5 sqms (544 sqft)  
Apartment 9 (2 bedroom): 65.2 sqms (702 sqft)  
Apartment 10 (2 bedroom) : 65 sqms (700 sqft).

**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 18

### Freehold Vacant Double Fronted Mid-Terraced Property

\*Guide Price: £140,000 - £160,000 (+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:

(All measurements are maximum length & width)

##### Ground Floor

Lounge 5.07m x 2.56m,

Dining Room 3.37m x 3.58m, inner lobby, Kitchen 3.62m x 1.52m, Stairs

##### First Floor

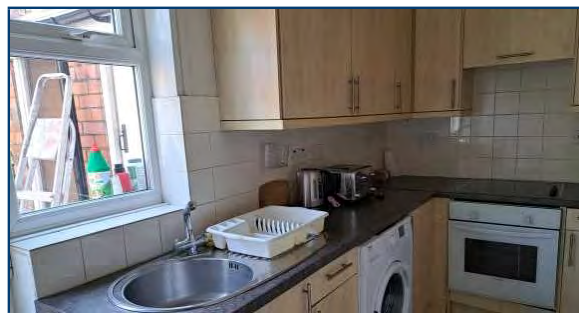
Bedroom 1 - 3.57m x 3.40m, Bedroom 2 - 3.56m x 2.55m, Bathroom 3.65m x 2.54m with panelled bath and shower over, wash basin and WC

##### 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 19

### 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.

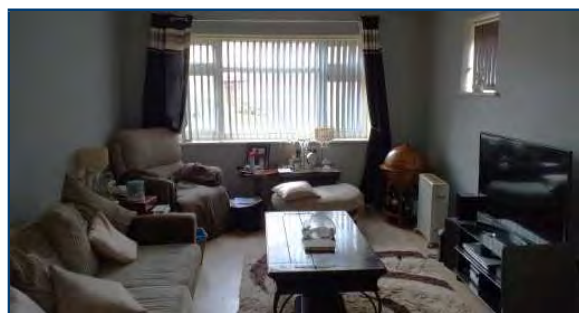
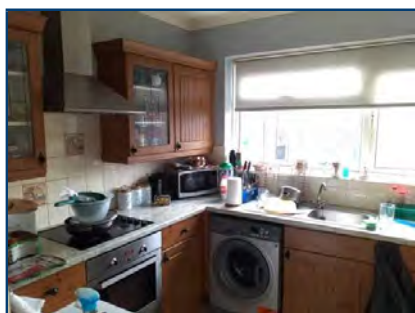
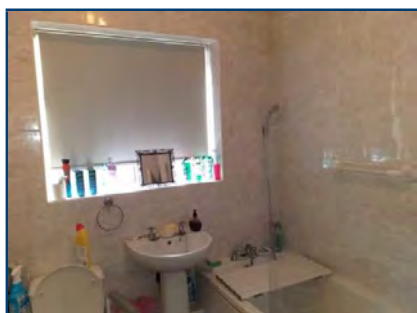
**Service Charge:** Refer to Legal Pack.

##### 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.



## LOT 20

## Freehold Investment Opportunity - 2 Flats & 2 Garages with Potential

\*Guide Price: £275,000 - £295,000 (+Fees)

1 Gladys Road/90A Ethel Street, Bearwood, Smethwick, West Midlands, B67 5AN



### Property Description:

A valuable investment opportunity comprising of a two storey property of brick construction with a pitched tile clad roof prominently located at the Junction of Ethel Street and Gladys Road and laid out to provide two large, self contained two bedroom flats each with separate address, two brick built lock up garages and an enclosed yard.

The garages directly front Ethel Street and would lend themselves to a vertical extension/redevelopment to provide, two further investment flats (subject to obtaining planning consent) and in addition the rear yard which is currently secured, benefits from a dropped curb access of Gladys Road and could be utilised as car parking.

The existing flats have recently undergone refurbishment works with the ground floor (1 Gladys Road) having been re-wired with new gas boiler and radiators, new kitchen and bathroom fitments, new joinery, re-decoration and floor coverings and in addition benefits from UPVC double glazed windows. The first floor (90A Ethel Street) has undergone recent re-decoration, new kitchen and bathroom fitments and benefits from gas fired central heating and UPVC double glazed windows (except landing window).

The property forms part of the popular and well regarded Bearwood Residential Area and Ethel Street leads directly off Bearwood Road providing direct access to Bearwood Road Shopping Centre, which is within a short walk.

### Tenancy Information

**1 Gladys Road:** Recently refurbished and available to let at £950 per calendar month.

**90A Ethel Street:** Recently refurbished and available to let at £850 per calendar month.

**Two Lock Up Garages :** Currently Vacant.

The property has potential to provide a substantial investment income with its current layout circa £24,000 per annum, which would increase substantially following re-development of the garage building.

**Note: All interested parties must satisfy themselves in relation to the income potential of this property.**

### Accommodation

**Ground Floor** (1 Gladys Road) Reception Hall, Bedroom One: 6.7m maximum x 3.85m approx. Bedroom Two: 3.73m x 3.4m, Bathroom: 2.11m x 1.87m with panelled bath having shower attachment, wash basin, WC, Lounge: 5.04m x 3.73m maximum, with store cupboard, Kitchen: 2.77m x 2.76m with range of modern fitted units.

### First Floor Flat (90A Ethel Street)

Entrance Hall, Stairs and Landing, Lounge: 4.86m approx. x 3.8m, Bathroom: 2.83m x 2.8m, panelled bath having shower attachment, wash basin WC, Bedroom One: 3.6m x 3.43m, Inner Hall, Kitchen: 4.68m x 1.74m with range of modern fitted units. Bedroom Two: 4.54m x 3.93m approx. with walk in wardrobe.

**Outside:** Forecourt fronting Ethel Street, Lock Up Garage One: 5.04m x 2.9m, Lock Up Garage Two: 5.04m x 2.9m. Enclosed yard with access for both flats and potential to create additional car parking from Gladys Road.

### Legal Documents:

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

**Council Tax:** Each Flat is Band A

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



1 GLADYS ROAD



90A ETHEL STREET



1 GLADYS ROAD

**LOT 21**
**Freehold Investment Opportunity - 5 Self Contained Flats**

\*Guide Price: £270000 - £300000 (+Fees)

**676 Stratford Road, Sparkhill, Birmingham, West Midlands, B11 4AS**

**Property Description:**

A substantial investment opportunity comprising of a three storey mid terrace property having been converted to provide 5 flats all having separate secondary electric meters (the gas supply is communal). The property benefits from UPVC double glazing and gas fired central heating. The property is located on The Stratford in between both Hillfield road and Thornhill road and directly opposite Sparkhill Park. The property is also within walking distance to the wide variety of shops and amenities located on the Stratford Road. 4 of the 5 flats are currently let producing a total current rental of £21,480 per annum.

**Schedule of Tenancies**

All flats are let on Assured Shorthold Tenancies:

**Flat 1** £475 pm (£5,700 per annum)

**Flat 2** £450 pm (£5,400 per annum)

**Flat 3** 365 pm (£4,380 per annum)

**Flat 4** £500 pm (£6,000 per annum)

**Flat 5** Currently Vacant.

**Current Rental Income: £500 pm (£21,480 pa)**

**Accommodation:**

(All measurements are maximum length & width)

**Ground Floor**

**Flat 1** Lounge/Kitchen (3.21 x 3.99m), Bedroom (4.74 x 3.24m), and Shower room (1.37 x 1.24m).

**Flat 2** Lounge, Kitchen, Bedroom and Shower room.

**First Floor**

**Flat 3** Lounge, Kitchen, Bedroom and Shower room.

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

**Second Floor**

**Flat 5** Lounge/Bedroom with shower off (4.35 x 4.05m), Kitchen (3.28 x 1.31m) and WC (2.43 x 1.80m).

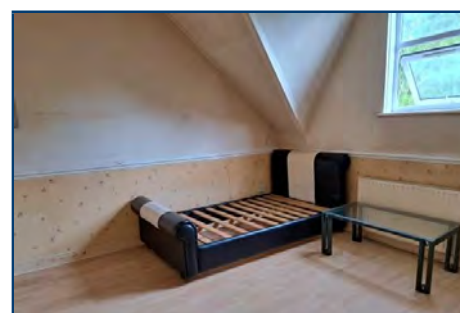
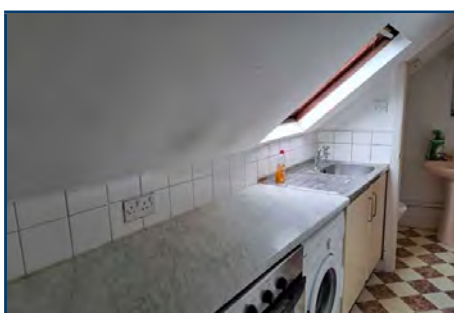
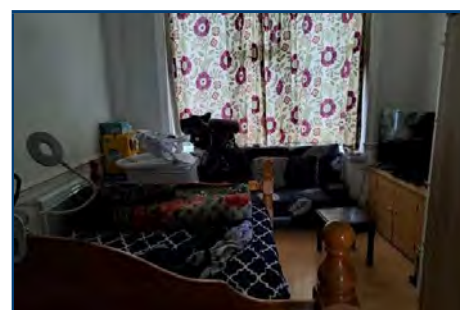
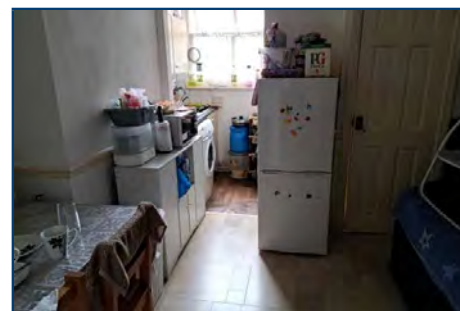
**Outside:**

**Front** Walled Foregarden.

**Rear** Yard

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

**Viewings:** Via Cottons – 0121 247 22



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**LOT 22**
**Freehold Vacant Office Premises with parking (NIA 1,580 sq.ft)**  
 \*Guide Price: £140,000 - £155,000 (+Fees)

**Unit 1 Dormston Trading Estate, Dudley, West Midlands, DY1 2UF**

**Property Description:**

A detached commercial premises of single storey brick construction, occupying an elevated position and laid out to provide a range of individual and open plan offices with ancillary accommodation benefitting from UPVC double glazed windows with security bars, gas fired central heating, and car parking area with 8 designated spaces.

The property has been occupied by 4 Wheelz Driving Instructors School since 2007, who have maintained the property in good presentable condition and the accommodation is adaptable for a variety of alternative uses.

The property is located at the entrance of Dormston Trading Estate which is located directly off Burton Road (A459) close to the junction with Jew's Lane and conveniently within approximately 1 mile to the North West of Dudley Town Centre and 5 miles to the South of Wolverhampton City Centre.

**Accommodation:**

**Ground Floor** Entrance Hall, Large Reception Area, Four Individual Offices, Two Open Plan Offices/Training Rooms, Kitchen, Store Room, Gents Toilets with WC and wash basin, Ladies/Disabled Toilets with WC and wash basin.

**Dimensions:** 13.2m (43ft) x 11.68m (38ft.6 inch)  
**Net Internal Area:** 146.7 sqms (1580 sq.ft).


**Outside:**

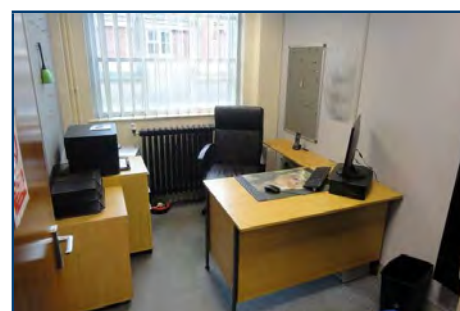
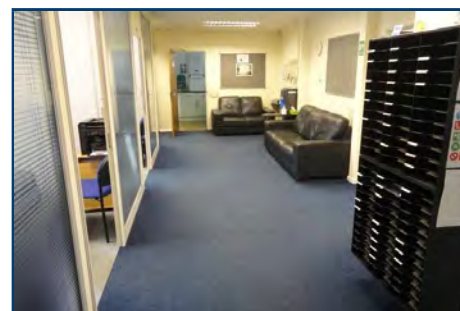
The property has a pedestrian pathway and stepped approach. Immediately opposite are up to 8 designated car parking spaces.

**Legal Documents:**

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

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

**Note:** The office furniture and equipment are not included in the sale and can be purchased by separate negotiation.



## LOT 23

### Freehold Investment - Retail Shop and Self Contained Flat \*Guide Price: £118,000 - £128,000 (+Fees)

47 & 47A Station Street, Cheslyn Hay, Walsall, West Midlands, WS6 7ED



#### Property Description:

A semi-detached mixed use property of two storey brick construction surmounted by a pitched tile clad roof comprising of a ground floor retail shop, trading as a dog grooming parlour, along with a self contained one bedroom flat over.

The property is situated fronting Station Street in a predominantly residential area but containing a range of commercial premises within the immediate vicinity. Cheslyn Hay comprises of a commuter village located within 7 miles north of Walsall and 2 miles south of Cannock with convenient access to both the M6 motorway and the M6 toll road.

#### First Floor (Flat 47 A)

Secure side gated entrance to rear access stairs, Lounge: 3.65m x 3.68m, landing with store cupboard, Bedroom: 3.6m x 2.82m, Kitchen: 2.85m x 2.13m, Shower Room with glazed shower enclosure, wash basin and WC.

Note: The Flat benefits from gas fired central heating and UPVC double glazed windows.

**Outside:** Rear yard and garden

#### Legal Documents

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

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

#### Tenancy Information

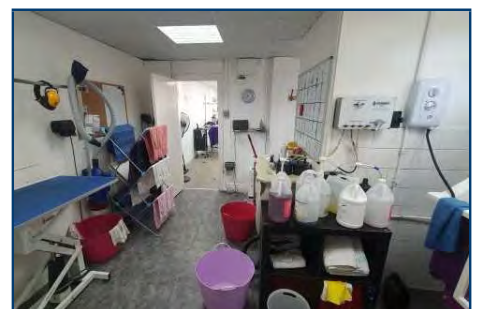
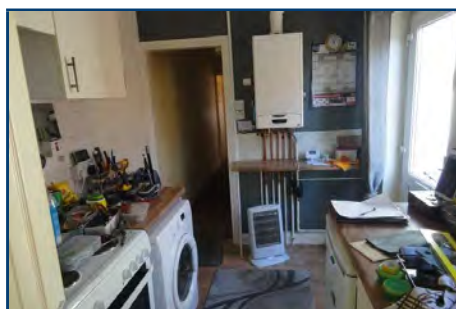
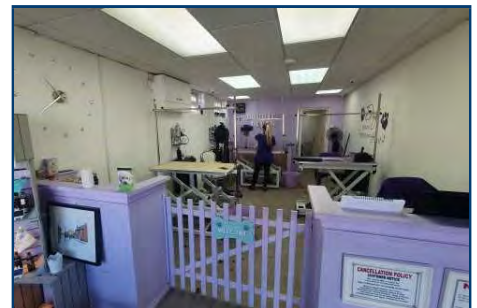
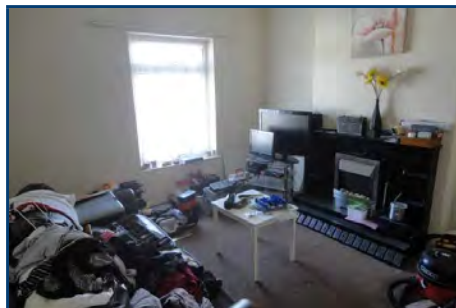
**Ground Floor:** Trading as a dog grooming parlour on a licence to occupy from 1 August 2022 for a term of 24 months at a rental £666 pcm (£7,992 per annum)

**47A Station Road (First Floor Flat):** Let on an Assured Shorthold Tenancy holding over following expiry of the original tenancy granted on 6th August 2019 at a rental of £395 per calendar month (£4,740 per annum).

**Total Rental Income: £12, 732 per annum.**

#### Accommodation:

**Ground Floor:** Retail shop/dog grooming parlour : 30.3 sq.ms (326 sq.ft), with UPVC shop front with roller shutter protection. Rear parlour :13.86 sq.ms (149 sq.ft), Kitchenette: 2.48 sq.ms (26.77 sq.ft), toilet with WC.



**LOT 24**
**Leasehold Investment - Presentable Three Bedroom Flat**

\*Guide Price: £68,000 - £72,000 (+Fees)

**44 Brook Lane, Great Wyrley, Walsall, West Midlands WS6 6BQ**
**Property Description:**

A presentable and well laid out flat forming part of a three storey purpose built development set back from Brook Lane behind a forecourt parking area.

The property is accessed by a communal entrance hall with security door entry system and is located to the first floor over a parade of retail shops.

The property benefits from gas fired central heating (new boiler fitted January 2023), UPVC double glazed windows and three bedrooms.

Brook Lane leads directly off Walsall Road (A34) and the property is located within approximately 3 miles to the South of Cannock Town Centre and a similar distance from the M6 Toll Motorway.

**Tenancy Information:**

The property is currently let on an Assured Shorthold Tenancy at a rental of £625 per calendar month (£7,500 per annum).

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

Communal entrance with door entry system.

**First Floor**

Stairs and Landing, Private Hallway, Kitchen/Diner: 3.72m x 2.83m with a range of modern fitted units, Lounge: 4.83m x 3.53m, Inner Hall, Bedroom One: 2.43m x 2.6m, Bedroom Two: 3.52m x 3.48m, Bedroom Three: 3.49m x 2.83m, Bathroom with panelled bath having shower over and vanity wash basin, separate toilet with WC.

**Leasehold information**

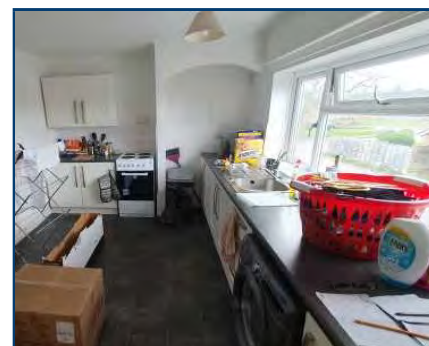
Lease Term: 125 years from 27 October 1997

Ground Rent: £10.00 per annum

Service Charge: currently £880.37 per annum

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

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


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


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

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

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## LOT 25

### Freehold Vacant Commercial Property (Potential Change Of Use)

\*Guide Price: £165,000 - £185,000 (+Fees)

127 Pottery Road, Oldbury, West Midlands, B68 9HE



#### Property Description:

A substantially extended mid-terraced property of part rendered brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden. The property benefits from having two entrances off Pottery Road and one to the rear, UPCV double glazing and gas fired central heating. The property has previously been used as a counselling centre however may be suitable for alternative uses (offices, health center, training rooms). The property may also be suitable for residential usage providing a single dwelling or potential conversion to two/three flats having three separate entrances to the property all subject to obtaining the correct planning consent from Sandwell Metropolitan Borough Council. The property is situated on Pottery Road close to Warley Hall Road and is within walking distance to Warley Woods which is 100 acre community park providing a mix of open woodland and meadow and a 9 hole golf course. The property is also approximately three miles from Birmingham City Center.

#### Planning:

The current owners have submitted a Pre Planning Application with plans for the change of use to residential and conversion of the building to provide 3 self contained flats, they received a satisfactory response and a copy of the correspondence is available to view within the Legal Pack.

#### Accommodation:

**Ground Floor** - Entrance Hallway: (4.38 x 1.98m), Front Office: (7.75 x 2.92m), Office 2: (3.20 x 2.60m), Office 3: (3.42 x 2.61m), Inner Hallway, Kitchen: (1.34 x 1.65m), WC: (0.85 x 1.68m), Shower Room having should cubicle, wash basin and WC: (1.48 x 1.77m)

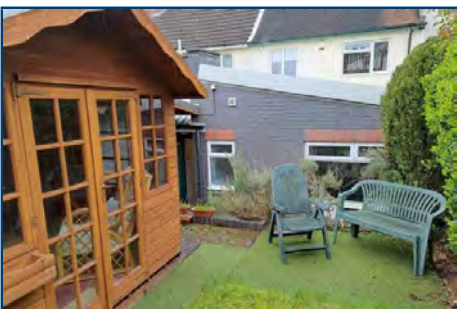
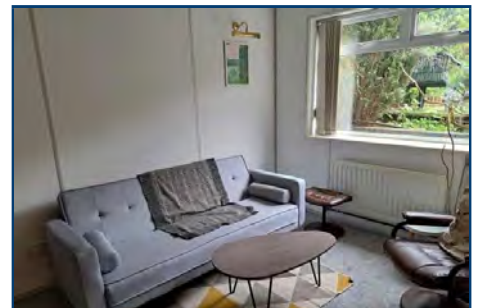
**First Floor** - Room 1: (3.00 x 2.49m), Room 2: (4.26 x 3.09m), Room 3: (3.39 x 3.19m), Room 4: (2.02 x 2.50m)

**Outside** - **Front**: Block paved foregarden

**Rear**: Garden and shed with rear access off Warley Hall Road

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

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



**LOT 26**
**Leasehold First Floor Flat with 2 Bedrooms & Parking - Investment**

\*Guide Price: £64,000 - £69,000 (+Fees)

**Apartment 4 Linley House, Bellerton Lane, Milton, Stoke-on-Trent, Staffordshire ST6 8XP**
**Property Description:**

A modern purpose built apartment situated on the first floor of a five storey development located at the head of Bellerton Lane, being a cul-de-sac and overlooking Leek New Road (A53).

The property benefits from well laid out accommodation which has undergone recent redecoration and includes two bedrooms, open plan living, electric panel heating, UPVC double glazed windows and secure allocated parking space.

The property is located to the North of Stoke on Trent close to open countryside and within 2 miles to the North of Hanley Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £565 per calendar month (£6,780 per annum).

**Accommodation:**

The auctioneers have not inspected the property and accommodation details and photos have been supplied by the managing agents Ascend Properties

**Ground Floor**

Communal entrance, lift and stair access to:

**First Floor**

Landing, reception hall, open plan lounge/dining room/kitchen, two bedrooms and bathroom with panelled bath, glazed shower enclosure, pedestal wash hand basin, WC.  
Total floor area: 68 sq.ms (731 sq.ft).

**Outside:** Communal gardens and allocated parking space in secure ground floor garage.

**Lease Information:**

Lease Term: from 19th March 2021 to 30th April 3007 (984 years unexpired).

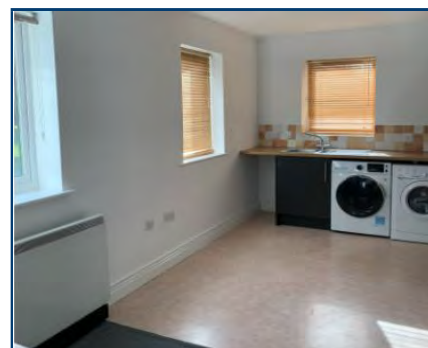
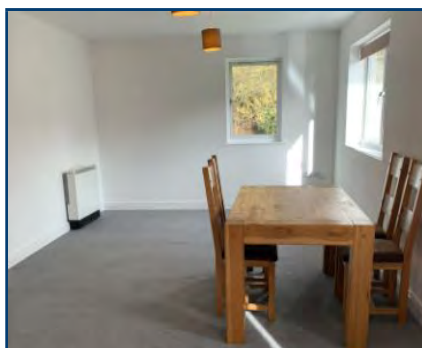
Ground Rent: One Peppercorn.

Service Charge: Refer to Legal Documents.

**Legal Documents:**

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

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



# 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.

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## LOT 27

### Leasehold Third Floor Flat with 2 Bedrooms & Parking - Investment

\*Guide Price: £64,000 - £69,000 (+Fees)

#### Apartment 11 Linley House, Bellerton Lane, Milton, Stoke-on-Trent, Staffordshire ST6 8XP

##### Property Description:

A modern purpose built apartment situated on the third floor of a five storey development located at the head of Bellerton Lane, being a cul-de-sac and overlooking Leek New Road (A53).

The property benefits from well laid out accommodation and includes two bedrooms, open plan living with balcony, electric panel heating, UPVC double glazed windows and secure allocated parking space.

The property is located to the North of Stoke on Trent close to open countryside and within 2 miles to the North of Hanley Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 per annum).

##### Accommodation:

The auctioneers have not inspected the property and accommodation details and photos have been supplied by the managing agents Ascend Properties

##### Ground Floor

Communal entrance, lift and stair access to:

##### Third Floor

Landing, reception hall, open plan lounge/dining room/kitchen, balcony, two bedrooms and bathroom with panelled bath, glazed shower enclosure, pedestal wash hand basin, WC.

Total floor area: 69 sq.ms (743 sq.ft).

**Outside:** Communal gardens and allocated parking space in secure ground floor garage.

##### Lease Information:

Lease Term: from 19th March 2021 to 30th April 3007 (984 years unexpired).

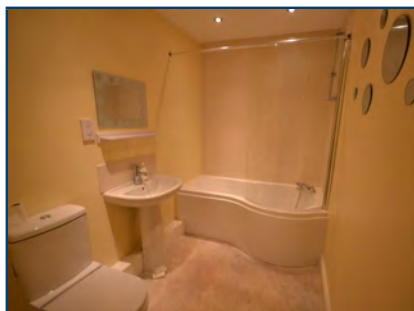
Ground Rent: One Peppercorn.

Service Charge: Refer to Legal Documents.

##### Legal Documents:

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

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



## 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.

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**LOT 28****Freehold Vacant Refurbished Retail Unit and Separate 2 Bedroom Flat**

\*Guide Price: £145,000 - £165,000 (+Fees)

**620 Kingsbury Road, Erdington, Birmingham, West Midlands, B24 9PJ****Property Description:**

A two story property of brick construction surmounted by a new hipped tile clad roof forming part of a neighbourhood retail parade set back from the Kingsbury Road. The property consists of a ground floor retail unit and a first floor two bedroom flat with separate access. The property has been fully refurbished including a new main roof and flat roof to the rear extension, full electrical re-wire, plumbing works, plastering works, New kitchen and bathroom fittings, UPVC glazing and electrical heating. The property further benefits from having the potential for off road parking accessed via a service road to the rear. The property is situated on the Kingsbury Road close to the junction where Kingsbury Road and Tyburn Road meet.

**Accommodation:**

(All measurements are maximum length &amp; width)

**Ground Floor Retail Unit Approximately 86 sqms (934 sqft):**

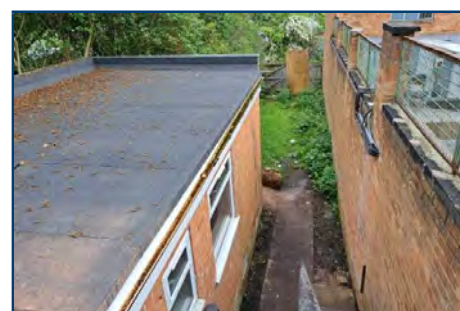
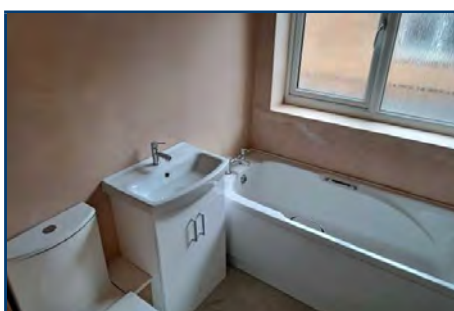
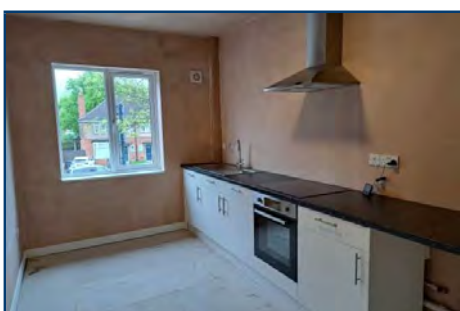
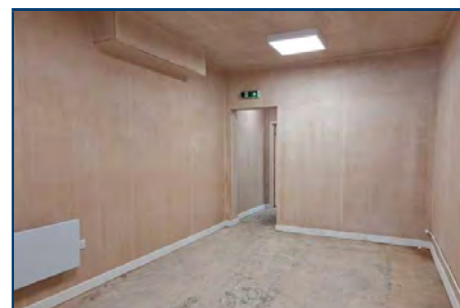
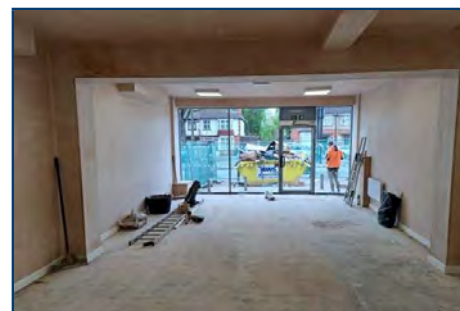
Retail Area: (9.42 x 5.31m), Rear Retail Area: (4.65 x 3.23m), Inner Lobby with WC x 2, Rear Store Room: (4.08 x 3.23m), Store: (4.57 x 1.89m)

**First Floor Flat**

Accessed via an external staircase having Entrance Hallway, Lounge: (4.86 x 2.71m), Kitchen: (4.86 x 2.49m), Bedroom 1: (3.71 x 3.54m), Bedroom 2: (1.84 x 3.19m), Bathroom: (1.72 x 1.98m) having panelled bath, wash basin and WC

**Outside:****Front:** Forecourt area**Rear:** Access both pedestrian and potential for vehicular via a service road, lawned garden

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

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

## LOT 29

### Freehold Vacant Semi-Detached House (Three Double Bedrooms)

\*Guide Price: £165,000 - £185,000 (+Fees)

#### 27 Robert Avenue, Erdington, Birmingham, West Midlands B23 5RD

##### Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden allowing for off road parking and access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Robert Avenue is a cul-de-sac located off Court Lane which in turn is found off Short Heath Road. The property is approximately three quarters of a mile in distance from both Erdington Railway Station and High Street providing a wide range of shops and amenities.

##### Accommodation:

###### Ground Floor

Entrance Hallway (2.58 x 2.94m), Lounge (4.74 x 3.40m), Kitchen (5.47 x 1.96m), Side Veranda, Store, Stairs

###### First Floor

Bedroom 1 (3.33 x 3.10m), Bedroom 2 (4.53 x 3.10m), Bedroom 3 (2.34 x 3.62m), Bathroom (2.41 x 2.28m) having panelled bath with shower over, wash basin and WC

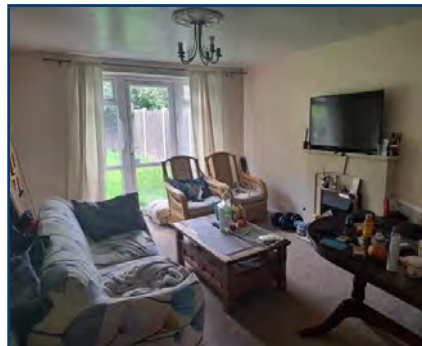
##### Outside:

**Front:** Walled foregarden and driveway allowing for off road parking and access to garage

**Rear:** Lawned Garden

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

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



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**LOT 30**
**Long Established Freehold Investment Opportunity – Three Flats**

\*Guide Price: £160,000 - £180,000 (+Fees)

**319 Stockfield Road, Yardley, Birmingham, West Midlands, B25 8JP**

**Property Description:**

A residential investment opportunity comprising of a former detached dwelling house of traditional brick construction with pitched tile clad roof, converted in excess of 20 years ago into three separate self-contained flats benefitting from UPVC double glazed windows and separate gas fired central heating systems. Each flat has separate utilities/meters with the exception of water which is combined.

The property is situated fronting Stockfield Road (A4040) which is located between Warwick Road (A41) and Yardley Road (B4146) and is conveniently within approximately one mile from both Yardley and Acocks Green Shopping Centres and two and a half miles from Birmingham City Centre via Coventry Road (A45).

**Rental Income:**

All flats are let on Assured Shorthold Tenancies as follows:

**Flat 319:** Rental: £500 pcm (£6,000 per annum).

**Flat 319A:** Rental: £425 pcm (£5,100 per annum).

**Flat 319 B:** Rental: £525 pcm (£6,300 per annum).

**Total Rental Income:** £1,450 per calendar month (£17,400 per annum)

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

Shared Front Entrance Hall.

**Flat 319**

Lounge: 3.94m x 3.38m, Kitchen: 2.17m min x 2.15m, Bedroom: 2.75m x 2.72m with rear door, Shower Room: 1.78m x 1.58m with glazed shower enclosure, wash basin & wc.

**Flat 319A**

Lounge: 3.29m x 2.68m with Kitchen: 1.72m x 1.57m, Shower Room: 1.57m x 1.43m with glazed shower enclosure, wash basin & wc, Bedroom: 3.06m x 1.58m with rear door.

**First Floor**

Side entrance gate to external rear stairs leading to:

**Flat 319B**

Entrance Hall, Lounge: 4.29m x 3.45m, Kitchen: 2.75m x 1.47m, Bedroom: 3.99m x 3.36m, Shower Room: 1.77m x 1.51m with glazed shower enclosure, wash basin & wc.

**Outside:**

**Front:** Small paved forecourt, pedestrian side access leading to rear.

**Rear:** Yard, outside wc, long lawned garden.

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

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

**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 31

### Freehold Vacant Mid Terrace Home with Three Bedrooms

\*Guide Price: £95,000 - £100,000 (+Fees)

#### 41 Solihull Road, Sparkhill, Birmingham, West Midlands B11 3AD

##### Property Description:

A traditional two storey mid-terrace house of brick construction, surmounted by a pitched tile clad roof set back behind a front forecourt. The property benefits from uPVC double glazed windows to the front aspect and is in need of modernisation and refurbishment throughout.

The property forms part of a traditional and established residential area located between Stratford Road (A34) and Formans Road running parallel with Springfield Shopping Parade providing a wide range of retail amenities and local services, circa. 1 mile from Hall Green Train Station and circa. 3.2 miles from Birmingham City Centre.

**Outside:** Front – Walled forecourt

**Outside:** Rear – Overgrown garden with outbuilding.

##### Legal Documents:

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

##### Viewings:

Via Cottons - 0121 247 2233

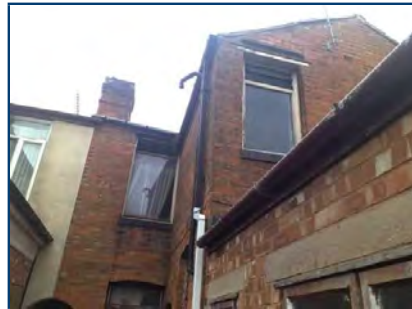
##### Accommodation:

###### Ground Floor:

Front Reception Room: 3.36m x 3.32m, Rear Reception Room: 3.6m x 3.36m, Kitchen: 3.05m x 2.03m, Rear Lobby, Bathroom: 2.13m x 1.84m with bath, wash basin & wc.

###### First Floor:

Stairs and Landing, Bedroom One: 3.94m x 3.34m, Bedroom Two: 3.66m x 3.07m, Bedroom Three: 3.02m x 2.05m



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Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **E** Valid until: **8 May 2025**

Property type: **Retail/Financial and Professional Services**

Total floor area: **140 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **A+**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **A+ (A)**

If newly built: **A+ (A)**

If typical of the existing stock: **A+ (A)**

17 HALESOWEN ROAD

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **C** Valid until: **8 May 2025**

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

Total floor area: **82 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **A+**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **A+ (A)**

If newly built: **A+ (A)**

If typical of the existing stock: **A+ (A)**

19 HALESOWEN ROAD

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **E** Valid until: **17 June 2023**

Property type: **A1/A2 Retail and Financial/Professional services**

Total floor area: **52 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **E**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **E (D)**

If newly built: **E (D)**

If typical of the existing stock: **E (D)**

47 STATION ROAD

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **D** Valid until: **4 January 2025**

Property type: **ASIAN/AS Restaurant and Cafes/Drinking Establishments and Hot Food Takeaways**

Total floor area: **222 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **D**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **D (D)**

If newly built: **D (D)**

If typical of the existing stock: **D (D)**

88 ST.MARYS ROW

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **C** Valid until: **11 July 2025**

Property type: **Retail/Financial and Professional Services**

Total floor area: **102 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **C**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **C (A)**

If newly built: **C (A)**

If typical of the existing stock: **C (A)**

127 POTTERY ROAD

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **C** Valid until: **31 March 2023**

Property type: **A1/A2 Retail and Financial/Professional services**

Total floor area: **129 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **C**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **C (B)**

If newly built: **C (B)**

If typical of the existing stock: **C (B)**

37-38 HIGH STREET

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **D** Valid until: **2 March 2025**

Property type: **A1/A2 Retail and Financial/Professional services**

Total floor area: **97 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **D**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **D (D)**

If newly built: **D (D)**

If typical of the existing stock: **D (D)**

76 UPPER BAR

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **B** Valid until: **27 July 2025**

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

Total floor area: **162 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **B**.

**How this property compares to others**

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

Properties similar to this one could have ratings: **B (A)**

If newly built: **B (A)**

If typical of the existing stock: **B (A)**

RED LION

Energy performance certificate (EPC) - Find an energy certificate - GO.UK

**Energy performance certificate (EPC)**

Energy rating: **D** Valid until: **17 June 2023**

Property type: **B1 Offices and Workshop businesses**

Total floor area: **145 square metres**

**Rules on letting this property**

Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**

This property's current energy rating is **D**.

**How this property compares to others**

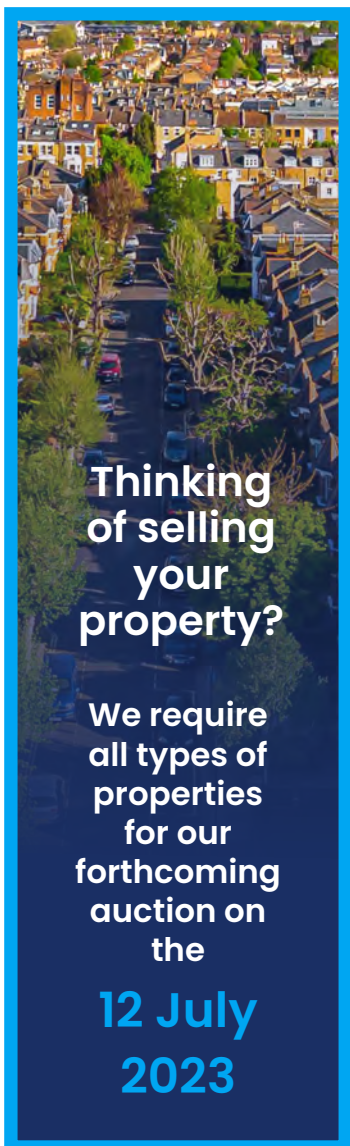
Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.

Properties similar to this one could have ratings: **D (D)**

If newly built: **D (D)**

If typical of the existing stock: **D (D)**

UNIT 1 DORMSTON TRAD EST



## ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: **11.05.2023**

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

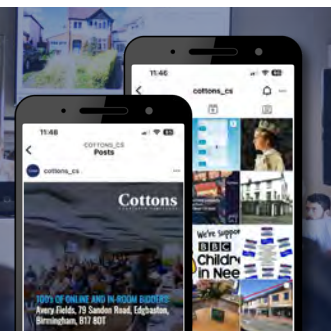
620 KINGSBURY ROAD

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**Pi-Property Insurance**



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**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

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