



Cottons
CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday **13 December** 2023: 1pm

Our Live Auction will be held at:

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

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

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk 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 and Administration Fee of £1,250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £5,000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

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

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

ID

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

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

Third Party Bidding

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

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

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

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

MISREPRESENTATION ACT

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

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

DEFINITION

Definition of Guide Prices

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

Definition of Reserve Price

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



A Collective Auction Sale of 39 Lots

Comprising a range of Residential and Commercial, Vacant and Investment Properties, Ground Rents, Land and Development Opportunities by kind instructions of a variety of Vendors including Black Country Housing Group, Joint LPA Receivers, Solicitors, Joint Property Agents, Companies and Private Clients

Order of sale

LOT	ADDRESS	TENURE
1	Charity Lot - Sir Bobby Charlton Signed Manchester United Shirt	Charity Lot
2	7 Tiverton Grove, Dibble Road, Smethwick, West Midlands B67 7PR	Freehold Vacant Residential
3	80 High Point, Richmond Hill Road, Edgbaston, Birmingham B15 3RS	Leasehold Vacant Residential
4	124 Tanhouse Farm Road, Solihull, West Midlands B92 9EY	Leasehold Vacant Residential
5	64 Mount Street, Halesowen, West Midlands B63 4NU	Freehold Vacant Residential
6	68 Mount Street, Halesowen, West Midlands B63 4NU	Freehold Vacant Residential
7	Flat 29 Jerrard Court, Pages Close, Sutton Coldfield B75 7SZ	Leasehold Vacant Residential
8	127 New Road, Rubery, Rednal, Birmingham B45 9JR	Freehold Vacant Retail Premises with Flat
9	4 Warstone Parade East, Birmingham B18 6NR	Freehold Vacant Office Premises with Potential
10	7 John Pyel Road, Irthlingborough, Wellingborough, Northamptonsh NN9 5QS	Freehold Vacant Residential
11	52 - 54 Oxford Street, Kidderminster, Worcestershire DY10 1AR	Freehold Vacant Retail Showroom & Warehouse
12	24 Parkfield Road, Oakham, Rutland LE15 6PE	Freehold Vacant Residential
13	634a Kingsbury Road, Erdington, Birmingham B24 9PJ	Leasehold Vacant Residential
14	22 Melville Hall, Holly Road, Edgbaston, Birmingham B16 9NJ	Leasehold Vacant Residential
15	61 Colebrook Road, Shirley, Solihull, West Midlands B90 2JZ	Freehold Commercial Investment
16	Land Between 87 & 89 Commonsides Drive, Brownhills, Walsall WS8 7AX	Freehold Development Land
17	Land At 88-99 Moxley Road, Darlaston, Wednesbury, West Midlands WS10 7RE	Freehold Development Land
18	Garden Land To South East Of 319 Warstones Road, Penn WV4 4JY	Freehold Development Land
19	41 Reddicap Hill, Sutton Coldfield, West Midlands B75 7BQ	Freehold Vacant Residential
20	38 Rangeways Road, Kingswinford, West Midlands DY6 8PN	Freehold Vacant Residential
21	Brelades, Long Common, Claverley, Wolverhampton WV5 7AX	Freehold Redevelopment Opportunity
22	7 Copthorne Road, Wolverhampton WV3 0AB	Freehold Residential Investment
23	The Barn At 248 Old Birmingham Road, Marlbrook, Worcestershire B60 1NU	Freehold Vacant Residential
24	26 Snow Hill, Wolverhampton WV2 4AD	Freehold Vacant Office Building with Potential
25	17 Lock Up Garages Rear Of 12-24 Despard Road, Coventry CV5 7DF	Freehold Lock-up Garage Investment
26	Garages 33-37, 39-41 & 43 Balmoral Close, Wyken, Coventry CV2 3BG	Freehold Lock-up Garage Investment
27	Fgr's 37, 45 & 47 Daywell Rise, Rugeley, Staffordshire WS15 2RE	Freehold Ground Rents
28	1 Church Street, Shifnal, Shropshire TF11 9AA	Freehold Commercial Investment
29	24 Arden Street, Atherstone, Warwickshire CV9 1EB	Freehold Vacant Residential
30	20 Braithwaite Road, Sparkbrook, Birmingham B11 1LA	Freehold Vacant Residential
31	44 Elmdon Road, Acocks Green, Birmingham, B27 6LH	Freehold Vacant Residential
32	322 Cedar Road, Nuneaton, Warwickshire CV10 9DY	Freehold Vacant Residential
33	295 Harborne Lane, Harborne, Birmingham B17 0NT	Freehold Vacant Commercial
34	15 The Orchard, Belper, Derbyshire DE56 1DF	Freehold Residential Investment
35	169 Monks Dyke Road, Louth, Lincolnshire LN11 8AR	Freehold Vacant Residential
36	51 Anderton Road, Sparkbrook, Birmingham B11 1LZ	Freehold Vacant Residential
37	40 Marine Drive, Perry Barr, Birmingham, B44 8BB	Leasehold Vacant Residential
38	54 Reservoir Road, Edgbaston, Birmingham, B16 9EF	Freehold Residential Investment
39	22 Coxwell Gardens, Edgbaston Birmingham, B16 9EN	Freehold Residential Investment

Auctioneers:

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

Valuers:

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

Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy, Sharron Sheldon, Tina Thornton, Charlotte Smith, Dawn Prince, Andrew Smith, Nick Burton, 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 (subject to a minimum deposit of £5,000), 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 (subject to a minimum deposit of £5,000), 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.



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

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 (subject to a minimum deposit of £5,000), by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

LOT Details

LOT: _____

Address: _____

Max Bid
(Proxy Bid): _____

Max Bid
(Words) _____

Payment Details

Payment Required

£6,250

(Six Thousand, Two Hundred & Fifty Pounds)

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

Signed: _____ Date: _____

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

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

Name of Account Holder: _____

Account No. Sort Code:

Remote Bidding Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Auction Offer sheet

LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

Solicitors Details:

Name:

Postcode:

Company:

Email:

Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

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

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





We require properties for our
next auction

14 February 2024

We require...

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

Closing date for entries:

19 January 2024

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





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

AUCTION ADMINISTRATION FEE

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

ADDITIONAL FEES / COSTS / CHARGES

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

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



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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 legal purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum deposit of £5,000). 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**



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property?**

**We require
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properties
for our
forthcoming
auction on
the**

**14 Feb
2024**

LOT 1

Sir Bobby Charlton Signed Manchester United Shirt 1968 European Cup Final - NIL RESERVE

****CHARITY LOT**CHARITY LOT**CHARITY LOT****

ALL PROCEEDS TO BE DONATED TO HELP HARRY HELP OTHERS CANCER CHARITY,



On behalf of The Help Harry Help Others Charity we present you with the opportunity to become the proud owner of a rare hand signed framed shirt by the late Sir Bobby Charlton (Comes with Certificate of Authenticity).

The shirt replicates the famous blue shirt worn in the historic European Cup Final of 1968 played at Wembley where MANCHESTER UNITED defeated Portuguese giants BENFICA 4 - 1, becoming the first English team to lift the European trophy.

The 1968 final was played on 29th May 1968 and kicked off at 19:45 BST in front of a crowd of 92,225 and an estimated European televised audience of 250 million.

The score at full time was 1 - 1 and the game ignited in extra time where Manchester United scored 3 more goals to become eventual winners.

Sir Bobby Charlton scored twice, a header eight minutes into the second half, followed by his second goal in the 99th minute to seal the historic victory.

The Auctioning of this signed & boxed Football Shirt is to raise money for Help Harry Help Others Charity, in Birmingham, which was formed in 2012.

Whilst battling an inoperable brain tumour, Harry Mosely was inspired to make a difference to all people with brain cancer when a friend of his who also had a brain tumour became very ill. Within the space of just over two years, Harry had organised and attended nearly 100 events to raise money for and awareness of brain cancer. He touched the hearts of the nation with his efforts and helped change the lives of everyone he met. Sadly, Harry's health took a sudden turn for the worse following brain surgery in August 2011. On 8th October 2011, and after 14 weeks in a coma, Harry passed away peacefully at home in his Mom's arms.

To read more about this Amazing Charity, please visit www.hhho.org.uk

ALL PROCEEDS WILL GO TO THE HELP HARRY HELP OTHERS CHARITY AND NO AUCTION FEES WILL BE CHARGED OR TAKEN FROM THIS LOT

Terms: Payment will be required in full immediately following the auction sale and the shirt may be collected from the auctioneers offices or sent by courier to the winning bidder. Inspection prior to auction will be at the Auctioneers offices or in the Auction Room. Please register to bid online using the bidding registration system



Help Harry Help Others Cancer Charity

HELP Funding Vital research.

HELP Giving grants to support those suffering financial hardship.

LP Supporting adults & children from our Drop In Cancer Support Centre.

enquiries@hhho.org.uk

LOT 2

Freehold Vacant Mid Terraced House with Two Bedrooms

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

7 Tiverton Grove, off Dibble Road, Smethwick, West Midlands B67 7PR

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched slate clad roof and forming part of a terrace of similar dwellings accessed from Dibble Road by a pedestrian walkway. The property benefits from UPVC double glazed windows and external doors, gas fired central heating, front and rear gardens and is offered in a presentable condition. The property is conveniently located within less than 100 metres from Smethwick High Street, which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Lounge: 3.60m x 3.35m, Inner Hall with Store Cupboard,

Dining Kitchen: 3.63m x 3.62m with range of fitted units.

First Floor

Stairs and Landing: Bedroom One: 3.57m x 3.36m, Bedroom Two: 3.66m x 2.08m, Bathroom: 2.69m x 1.46m with panelled bath having electric shower over, pedestal wash basin and WC.

Outside:

Front: Enclosed lawned foregarden.

Rear: Yard and lawned garden with rear pedestrian right of way.

Legal Documents:

Available at 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 3

Leasehold Vacant Sixth Floor Apartment with Two Bedrooms & Garage

*Guide Price: £66,000 - £72,000 (+Fees)

Flat 80 High Point, Richmond Hill Road, Edgbaston, Birmingham, West Midlands, B15 3RS



Property Description:

A purpose built sixth-floor apartment, set within a popular development forming part of the Calthorpe Estate in the heart of Edgbaston.

The High Point development occupies an elevated position at the top of Richmond Hill Road enjoying splendid views across Edgbaston and is ideally located for access to Harborne High Street & Birmingham City Centre, the University of Birmingham & Birmingham Medical School, as well as Edgbaston Golf Club and the Warwickshire County Cricket Ground.

The apartment provides generous and well laid out accommodation including two bedrooms and benefits from uPVC double glazed windows, electric heating, garage parking and well-maintained communal grounds.

Accommodation:

Ground Floor

Communal Entrance Hall with door entry system, lifts & stairs to

Sixth Floor

Reception Hallway: 6.01m x 2.05m (Max) with useful built-in storage, Lounge/Diner: 4.92m x 3.56m. Kitchen: 3.42m X 2.07m, Built in Pantry Cupboard. Bedroom One: 4.22m x 2.83m with built in wardrobes. Bedroom Two: 4.21m x 3.12m with built-in wardrobes. Bathroom: 1.69m x 1.60m. Separate WC.

Outside: The communal grounds are well maintained, laid mainly to lawn, with unallocated parking for residents with lock up garages in a communal block.

Leasehold Information

Lease Term: 99 years (less 3 days) from 29 September 1960.

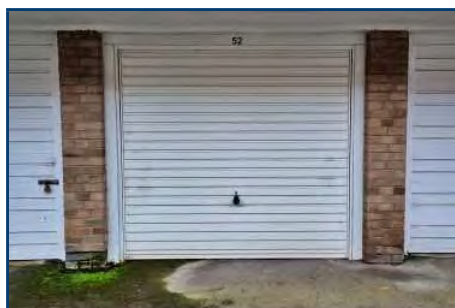
Ground Rent : Currently £50 per annum increasing in 2026 to £65 for the remainder of the term.

Service Charge £2415.76 per annum (paid quarterly: 4 x £603.94).

Legal Documents:

Available via www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 4
Leasehold Vacant Two Bedroom Flat

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

124 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 adjacent to Elmdon Park.

Accommodation:
Ground Floor

Communal Entrance with secure door entry system, **Flat 124**

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

Rent: A peppercorn

Service Charge: Refer to Legal Pack

Please Note:

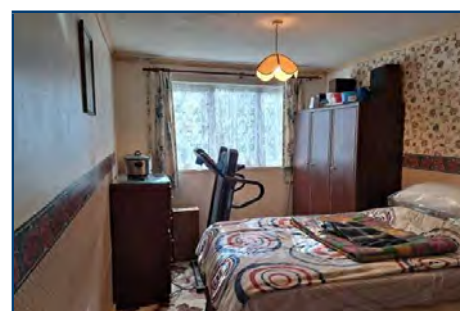
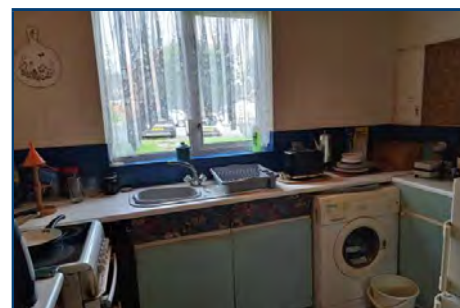
The freeholder of the Tanhouse Farm development has agreed that an extended lease of the Property for a term of 999 years from and including 24th June 1982 shall be available to the buyer (in substantially the form of the draft lease attached in the Legal Pack) subject to payment of a premium of £2,500.00 and the freeholder's agents fees of £240.00 (inclusive) and legal fees of £625.00 plus VAT and disbursements. This is provided the Lease extension is completed before the end of 2023.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Views of Elmdon Park



Secure Garage Area

LOT 5

Freehold Vacant Mid Terraced House with Two Bedrooms

*Guide Price: £76,000 - £82,000 (+Fees)

By Instruction of Black Country Housing Group

64 Mount Street, Halesowen, West Midlands B63 4NU

Property Description:

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

Accommodation:

Ground Floor Front Reception Room: 3.45m x 3.31m, Dining Kitchen: 3.04m x 2.67m with range of units, built in cupboard and rear door.

First Floor Stairs and Landing, Bedroom One: 3.67m x 3.34m, Bathroom: 2.25m (maximum) x 1.48m with panelled bath, pedestal wash basin and WC, Bedroom Two: 2.96m x 1.79m.

Outside: Rear: Small enclosed yard with pedestrian right of way.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 6

Freehold Vacant Mid Terraced House with Two Bedrooms

*Guide Price: £88,000 - £95,000 (+Fees)

By Instruction of Black Country Housing Group

68 Mount Street, Halesowen, West Midlands B63 4NU

Property Description:

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

Accommodation:

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

First Floor

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

Outside: Rear: Paved yard/garden with brick store.

Legal Documents:

Available via: www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 7

Leasehold Vacant Flat (149 years unexpired)
 *Guide Price: £90,000 - £100,000 (+Fees)

Flat 29 Jerrard Court, Pages Close, Sutton Coldfield, West Midlands B75 7SZ

Property Description:

A second floor one bedroom flat situated in a purpose built four story block set back from the road behind communal gardens and parking area. The flat offers well laid out accommodation, UPVC double glazing and electric heating. Pages Close is located off Jerrard Drive which in turn is found off Rectory Road. The property is within walking distance to Good Hope Hospital and Sutton Coldfield Town Centre which offers a wide range of shops and amenities.

Accommodation:

Ground Floor

Communal Entrance with access to stairs

Second Floor:

Flat 29:

Entrance Hallway, Lounge (5.51m x 3.73m), Kitchen: (3.12m x 2.11m), Bedroom: (4.22m x 3.12m), Bathroom having panel bath, wash basin, and WC.

Outside:

Communal gardens and parking

Leasehold Information:

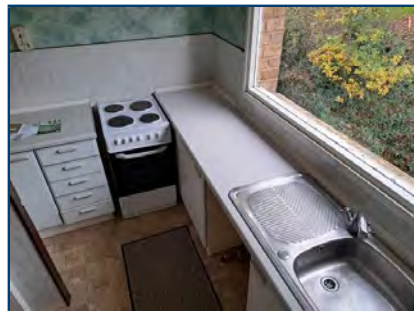
Term: 198 years from and including 25th December 1973

Rent: Refer to legal pack

Service Charge: Refer to legal pack

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

Viewings – Via Cottons – 0121 247 2233



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LOT 8

Freehold Vacant Extended Retail Premises with Flat

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

127 New Road, Rednal, Birmingham, West Midlands, B45 9JR



Property Description:

A substantial mid terraced retail premises extended to the rear and forming part of a parade of similar retail units located within the busy Rubery Town Centre. The property comprises of a ground floor retail shop with workshop and storage premises to the rear along with a self-contained flat to the first and second floors, which benefits from double glazed windows and electric heating.

New Road contains a wide range of retail amenities and services serving the surrounding residential catchment area and leads off the A38 dual carriageway close to the Junction with Leach Green Lane. Whilst Rubery is located on the edge of the Birmingham conurbation, approximately 8 miles to the South-West of the City Centre, the property is close to the north Bromsgrove countryside and public services are provided by Bromsgrove Council.

Accommodation:

Ground Floor:

Retail Shop: 37.81 sq.ms (407 sq.ft) with roller shutter front, Store: 5.06 sq.ms (54 sq.ft). Workshop 1: 24.59 sq.ms (264 sq.ft), Mezzanine Office: 3.64 sq.ms (39 sq.ft). Workshop 2/Store: 33.53 sq.ms (360 sq.ft).

Flat 127A New Road:

Shared entrance access to a Private Entrance Hall, Stairs to

First Floor

Kitchen: 3.77m x 3.35m with range of units. Lounge/Bedroom: 4.44m x 4.27m, Bathroom: 3.32m x 2.11m with panelled bath having electric shower over, pedestal wash basin, WC.

Stairs to

Loft Room: 4.23m x 3.14m with Velux window.

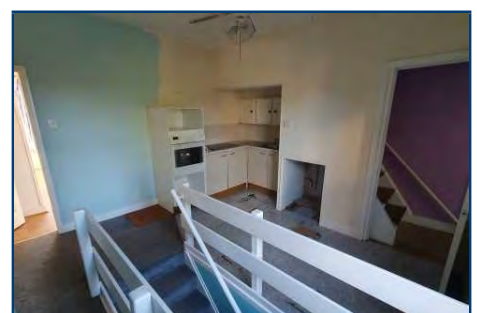
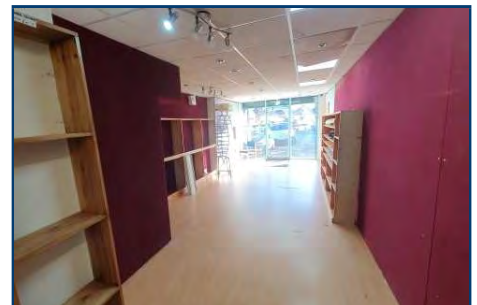
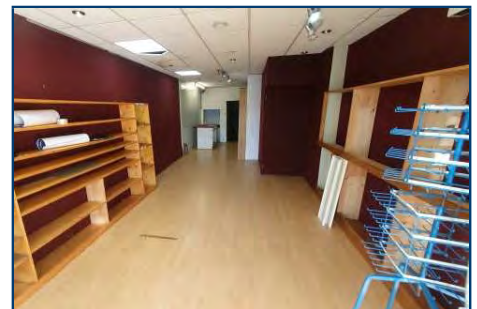
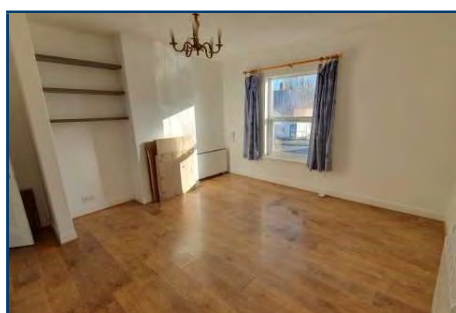
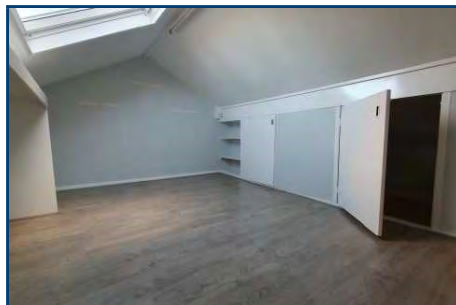
Outside:

Rear access to yard containing a section of concrete garage/store: 11.18 sq.ms (120 sq.ft).

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 9
Freehold Vacant Office Premises with Redevelopment Potential

*Guide Price: £350,000 - £375,000 (+Fees)

4 Warstone Parade East, Jewellery Quarter, Hockley, Birmingham, West Midlands, B18 6NR

Property Description:

A traditional three storey Grade II Listed office premises of brick construction surmounted by a pitched slate clad roof having a rear flat roof extension and having undergone major refurbishment in early 2000's but retaining much of its character with many original features internally and providing well laid out accommodation, benefitting from gas fired central heating.

The building, which has been home to the long established firm of Chartered Surveyors, Shaw Gilbert and Froggatt since the 1980's, providing excellent centrally located office accommodation may be suitable for a variety of alternative uses subject to obtaining planning consent.

The property is situated fronting Warstone Parade East which comprises of a cul-de-sac located off Warstone Lane and forming part of the popular and sought after Jewellery Quarter area located approximately one mile to the North West of Birmingham City Centre.

The Jewellery Quarter area has undergone significant redevelopment in recent years retaining much of its traditional jewellery manufacturing business, popular with tourists and has seen the redevelopment of many industrial buildings into residential accommodation, bars, restaurants, offices and retail space, providing a vibrant mix serving the local community.

Accommodation:

Ground Floor Reception Office, Inner Hallway with cellar access having one room, Kitchen,

Cloakroom with WC and wash basin, Two Separate Offices and extended store room.

First Floor Stairs and Landing, Cloakroom with WC and wash basin, Office Three, Office Four with feature fireplace and double doors opening to Boardroom, Office Five.

Second Floor Stairs and Landing, Office Six, Office Seven.

Outside: Pedestrian access subject to Rights of Way to internal Courtyard.

Gross Internal Area Ground Floor: 79sq.ms (850 sq.ft) First Floor: 58.95 sq.ms (634 sq.ft), Second Floor: 29.83 sq.ms (321 sq.ft), Cellar: 13.98 sq.ms (150 sq.ft). Total Floor Area: 181.76 sq.ms (1956 sq.ft).

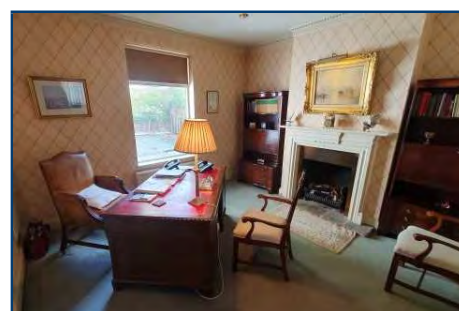
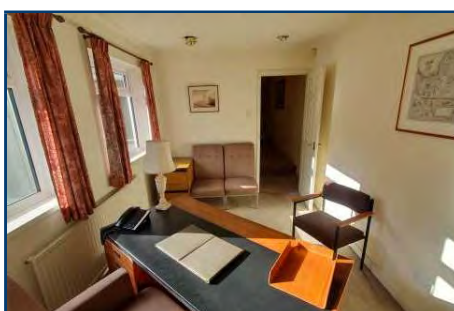
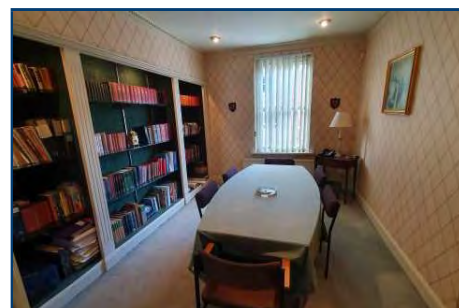
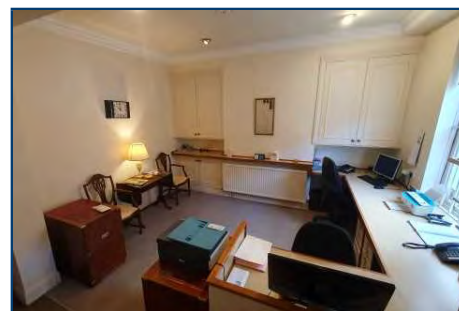
Legal Documents:

Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion: 56 days from exchange of contracts



LOT 10

Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £126,000 - £131,000 (+Fees)

7 John Pyel Road, Irthlingborough, Wellingborough, Northamptonshire NN9 5QS

Property Description:

A two-storey semi-detached house, with rendered elevations, surmounted by a pitched tile clad roof, situated behind a fore garden and driveway. The property offers well laid out accommodation with a wide front & side plot providing off road parking and offering potential for extension (subject to planning) and benefits from uPVC double glazed windows and gas fired central heating system, but is in need in need of modernisation and refurbishment throughout.

John Pyel Road is conveniently situated circa. 550 metres from Irthlingborough High Street's shops and amenities, circa. 3.1 miles from Wellingborough Train Station circa. 4.4 miles from Wellingborough Town Centre.

Accommodation:

Ground Floor

Hallway, Living Room: 3.51m x 3.18m, Dining Room: 4.02m x 2.87m (3.38m max), Kitchen: 2.89m x 2.31m

First Floor

Stairs and Landing, Bedroom One: 4.43m x 3.07m, Bedroom Two: 3.89m x 2.81m, Bedroom Three: 3.52m x 2.63m, Bathroom with wash basin and W.C.

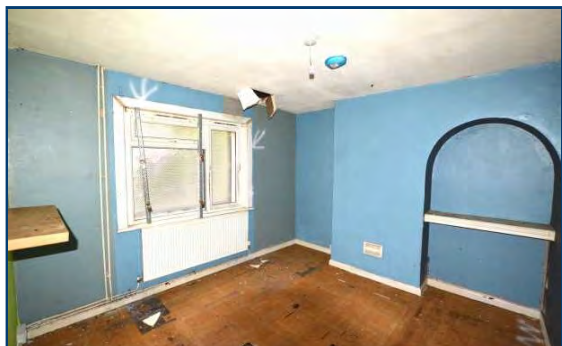
Outside:

Front – Garden and driveway.

Side & Rear – Overgrown garden

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

Viewings: Via Cottons - 0121 247 2233



--- Legal Documents Online ---



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

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LOT 11
Freehold Vacant Retail Showroom and Warehouse (4,666 sq.ft)
 *Guide Price: £125,000 - £140,000 (+Fees)

By Instruction of the Joint LPA Receivers
52 - 54 Oxford Street, Kidderminster, Worcestershire, DY10 1AR

Property Description:

A double fronted retail shop and warehouse prominently situated at the junction of Oxford Street and New Road comprising of a two storey traditional built retail shop of brick construction with pitched slate clad roof and a predominantly single storey warehouse unit to the rear with secondary customer access and loading access off New Road.

The property is located within Kidderminster Town Centre, a short distance from the A451 through road, within close proximity to both Aldi and Tesco Superstores. The property has traded as a furniture shop and warehouse for many years and may be suitable for a variety of alternative uses subject to obtaining any necessary planning consent. The town of Kidderminster, famous once for manufacturing of carpets, is situated in northern Worcestershire approximately 10 miles to the South West of Dudley Town Centre and 15 miles from Birmingham City Centre.

Accommodation:
Ground Floor

Double Fronted Retail Premises: 67.88 sq.ms (730 sq.ft), Warehouse and Showroom: 267.51 sq.ms (2879 sq.ft) with secondary customer access and including Staff Room/Kitchen, Office, Storage and loading access from New Road.

First Floor

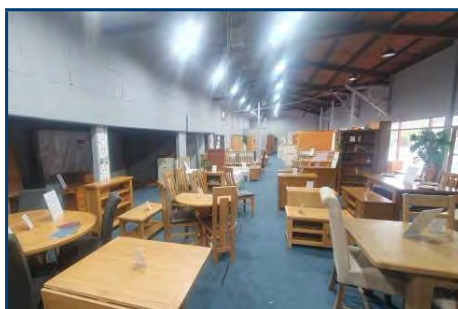
Storage (over retail premises): 70.89 sq.ms (763 sq.ft), Mezzanine Storage: 83.02 sq.ms (893 sq.ft).

Gross Internal Area

Ground Floors: 335.39 sq.ms (3610 sq.ft)

First Floor: 98.11 sq.ms (1056 sq.ft).

Total 433.50 sq.ms (4,666 sq.ft).


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



LOT 12

Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £141,000 - £146,000 (+Fees)

24 Parkfield Road, Oakham, Rutland, LE15 6PE



Property Description:

A two-storey semi-detached house having rendered elevations, surmounted by a pitched tile clad roof, situated behind a fore garden and driveway. The property benefits from uPVC double glazed windows, gas fired central heating and well-presented kitchen and wet room fittings but would benefit from some general updating.

The property forms part of an established and well regarded area and Parkfield Road leads off Cold Overton Road and the property is conveniently situated within approx. half a mile from Oakham town centre's shops and amenities and circa. 450 metres from Rutland Memorial Hospital.

The market town of Oakham is the county town of Rutland in the East Midlands, home to the prestigious Oakham School and located approx. 25 miles east of Leicester, 28 miles south-east of Nottingham and 23 miles north west of Peterborough.

Accommodation:

Ground Floor

Hallway, Living Room: 4.51m x 3.36m, Kitchen: 4.51m x 2.96m, Side Lobby, W.C.

First Floor

Stairs and Landing, Bedroom One: 3.48m x 3.03m, Bedroom Two: 3.33m max x 3.00m, Bedroom Three: 2.34m x 2.01m, Wet Room with wash basin and W.C.

Outside:

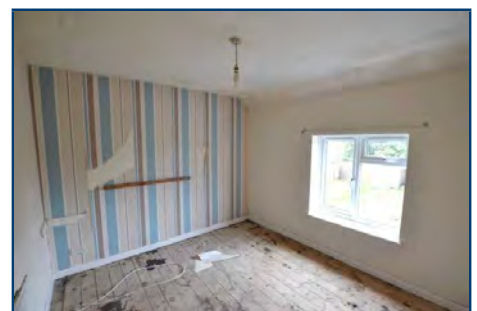
Front/Side: Forecourt and driveway providing off road parking with outbuilding.
Rear: Overgrown garden and outbuilding/workshop.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Leasehold Vacant Two Bedroom Duplex Flat

*Guide Price: £85,000 - £95,000 (+Fees)

634A Kingsbury Road, Erdington, Birmingham, West Midlands B24 9PJ

Property Description:

A two bedroom duplex flat of brick construction surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating. The property is located above a retail unit on the Kingsbury Road and is accessed via a shared driveway between numbers 636 Kingsbury Road and the Lidl Supermarket next to the junction where the Kingsbury Road and the Tyburn Road meet.

Accommodation:

Ground Floor

External staircase leading to

First Floor

Entrance Hallway, Kitchen: (3.24 x 1.61m), Lounge: (5.08 x 3.89m), Stairs

Second Floor

Bedroom 1: (3.94 x 2.80m), Bedroom 2: (3.65 x 2.20m), Bathroom having panelled bath with shower over, wash basin and WC: (2.06 x 1.67m)

Outside:

Roof terrace

Leasehold Information:

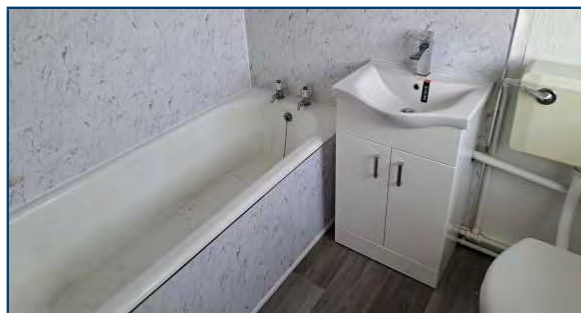
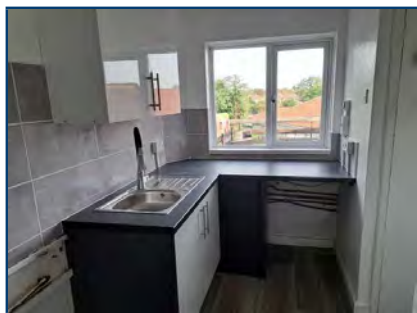
Term: 99 years from and including 1 January 2017

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



LOT 14

Leasehold Vacant Two Bedroom Apartment (99 Years Unexpired)

*Guide Price: £145,000 - £155,000 (+Fees)

22 Melville Hall, Holly Road, Edgbaston, Birmingham, West Midlands B16 9NJ

Property Description:

A fourth floor, two bedroom mansion style apartment located in a purpose built five storey block of brick construction set back from the road behind communal gardens and parking. The property benefits from having UPVC double glazing, gas fired central heating. Melville Hall is situated on Holly Road which is located off both Melville Road and Hagley Road (A456), the latter providing direct access to Birmingham city centre being within half a mile in distance.

Accommodation:

(All measurements are maximum length & width)

Ground Floor:

Communal Entrance Hallway with secure door entry system, Stairs and access to lift.

Fourth Floor:

Lounge (4.54m x 2.86m), Kitchen/Diner (4.56m x 3.12m), Bedroom 1 (3.78m x 2.88m), Bedroom 2 (3.22m x 3.00m), Shower Room (2.94m x 2.91m) having shower cubicle, wash basin and wc.

Outside:

Communal Gardens and Two allocated parking spaces.

Leasehold Information:

Term: 125 years from 25th December 1997

Rent: Peppercorn

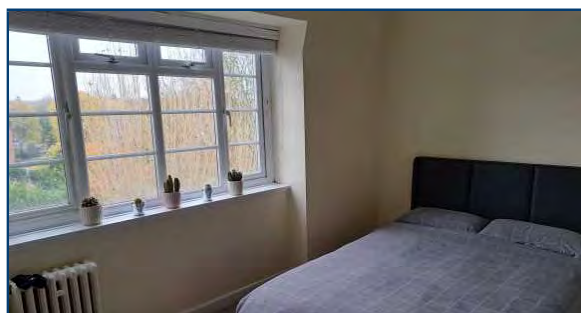
Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk


Viewings:

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LOT 15

Freehold Investment - Retail Unit let to Established Veterinary Practice

*Guide Price: £180,000 - £200,00 (+Fees)

By Instruction of the Joint Fixed Charged Receivers

61 Colebrook Road, Shirley, Solihull, West Midlands, B90 2JZ



Property Description:

A Mid-terraced commercial premises of two storey brick construction surmounted by a pitched tile clad roof, set back behind a tarmacadam forecourt and occupied by a long established Veterinary Practice.

The property provides presentable and well laid out accommodation benefitting from majority UPVC double glazed windows, gas fired central heating and large rear garden/yard with vehicular access.

The property forms part of a neighbourhood parade of similar retail units situated opposite the junction with Acheson Road and forms part of the popular Shirley residential suburb.

Colebrook Road leads via Haslucks Green Road off Stratford Road (A34) which provides access to a wide range of retail amenities and services in Shirley Town Centre.

Tenancy Information

The property is let trading as Colebrook Vets on a lease for a term of 20 years from 2017 at an initial rental of £15,000 per annum, subject to 5 yearly reviews thereafter. We are advised the rent review for 2022 remains outstanding and the purchaser will have the opportunity of addressing this with potential to increase the rental income. The lease is registered under Land Registry Title MM83213.

Accommodation:

Ground Floor

Reception Office: 27.75 sq.ms (298 sq.ft) with aluminium glazed shop front, Hallway with storage: 6.55 sq.ms (70 sq.ft), Consulting Room One: 9.85 sq.ms (106 sq.ft), Inner Hall: 5.18 sq.ms (55 sq.ft), Consulting Room Two: 8.48 sq.ms (91 sq.ft), Kennel Area/Store: 14.52 sq.ms (156 sq.ft), Laundry Room: 4.91 sq.ms (52 sq.ft), Theatre and Preparation Room: 25.34 sq.ms (272 sq.ft).

First Floor

Stairs and Landing: Lab Room: 7.56 sq.ms (81 sq.ft), Office: 16.47 sq.ms (177 sq.ft), Staff Room: 15.64 sq.ms (168 sq.ft), Separate Toilet with WC, Shower Room: 7.19 sq.ms (77 sq.ft) with glazed shower enclosure, pedestal wash basin, WC.

Outside:

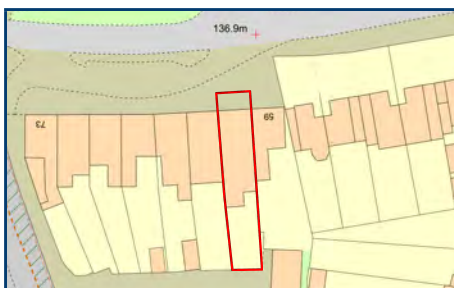
Front: Tarmacadam forecourt.

Rear: Rear Garden/Yard Area with vehicular access via shared right of way.

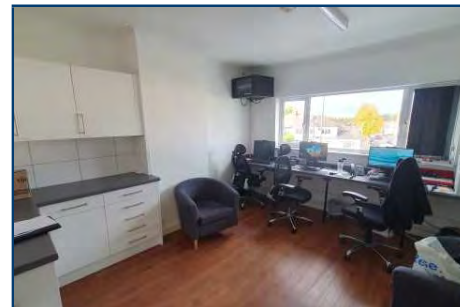
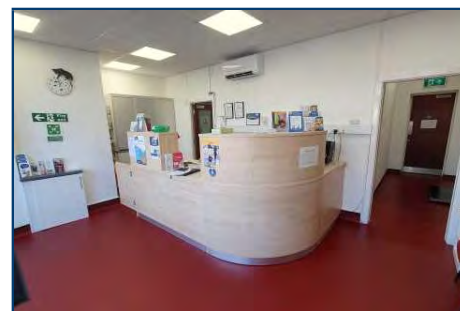
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 16

Freehold Vacant Land with Development Potential

*Guide Price: £70,000 - £77,000 (+Fees)

Land Between 85 & 89, Commonside, Brownhills, Walsall WS8 7AX

Property Description:

A parcel of freehold land irregular in shape and currently overgrown directly fronting Commonside and extending to an area of approximately 0.13 acres (517.59 sq.ms). The land is situated directly between 2 residential dwellings and forms part of an established residential area.

The land is located to the Northern section of Commonside which runs between Friezland Lane and Lindon Road (B4152) and is conveniently within approximately 1/2 mile from Brownhills Town Centre providing access to a wide range of amenities and services and approximately 4 miles to the North East of Walsall Town Centre.

All previous planning consents have lapsed and the property may be suitable for redevelopment and all interested parties should consult with the local planning department at Walsall Metropolitan Borough Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

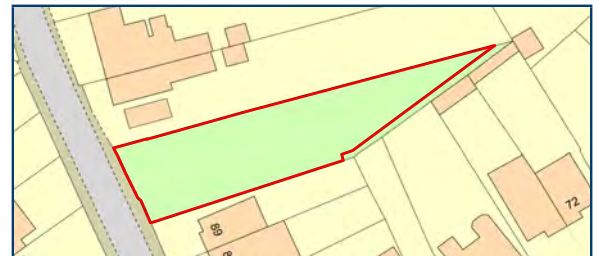
Viewings: External Only



Planning History

Planning consent was granted by Walsall Metropolitan Borough Council (Ref BC3576) and dated 17th December 1975 for the erection of a 4 bedroom house.

Planning consent was granted by Walsall Metropolitan Borough Council (Ref BC00074P) and dated 7th June 1981 for the erection of one pair of semi-detached houses.



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LOT 17

Freehold Land with Re-development Potential - Circa 0.21 Acres

*Guide Price: £140,000 - £155,000 (+Fees)

Land at, 88-99 Moxley Road, Darlaston, Walsall WS10 7RE

Property Description:

A parcel of freehold land held on 7 separate Land Registry Titles and providing a regular shaped plot with excellent road frontage and extending to an area of approximately 0.21 acres (840.9 sq.ms).

The land is situated between the residential dwellings known as Nos. 87 and 101 and directly fronting Moxley Road (A4038), north of the junction with Festival Avenue and within half a mile from the Black Country Route (A41)

The land forms part of a predominantly residential area and is situated approximately 5 miles to the South-East of Wolverhampton City Centre and 3 miles to the South West of Walsall Town Centre.

Planning

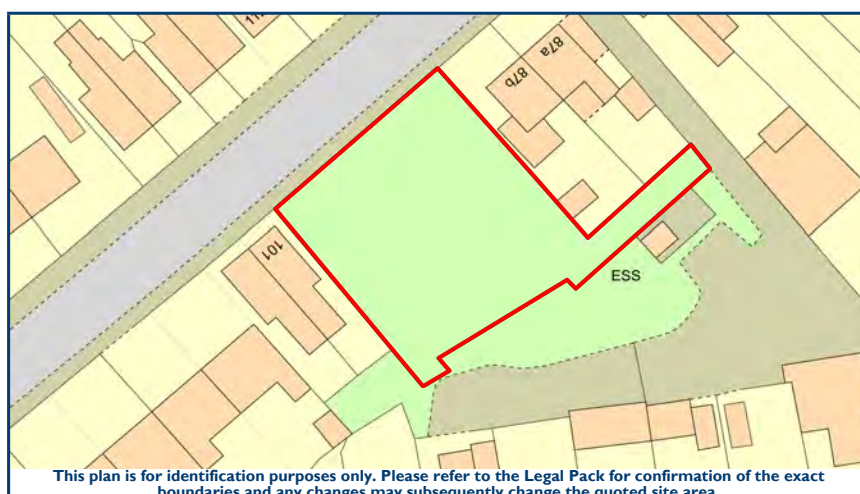
The site is currently cleared and understood to have been remediated for residential purposes following a planning consent granted by Walsall Metropolitan Borough Council (Ref. BC30688P) dated 17th September 1990.

All interested parties should satisfy themselves prior to bidding in respect of the suitability of the land for residential development and discuss the viability of any proposed schemes.

Legal Documents

Available at www.cottons.co.uk

Viewings External Only



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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.

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LOT 18

Freehold Vacant Garden Land with Potential

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

Garden Land to South East of 319 Warstones Road, Penn, Wolverhampton, WV4 4JY

Property Description:

A parcel of freehold garden land situated to the rear of residential dwelling known as 319 Warstones Road, irregular in shape and extending to an area of approximately 0.08 acres (310 sq.ms). The land is accessed off Springfield Lane adjacent to 1 Springfield Lane and opposite the Junction with Braden Road and is accessed by a private driveway/right of way which is predominantly shale surfaced and benefits from electric gated access. The land forms part of the well regarded residential suburb of Penn located approximately 3 miles to the South-West of Wolverhampton City Centre and 2 miles to the North of the popular village of Wombourne.

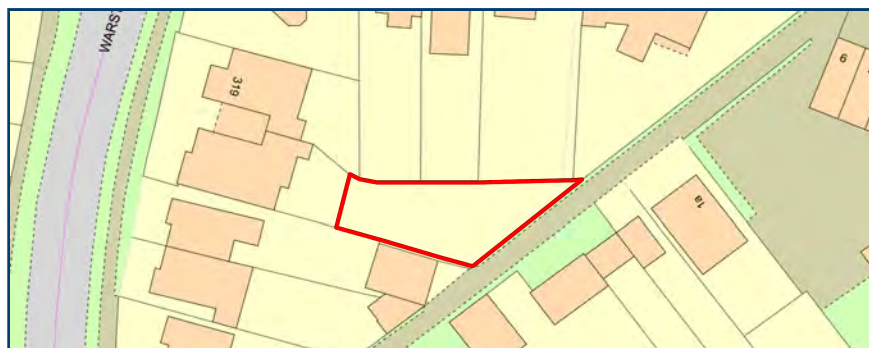
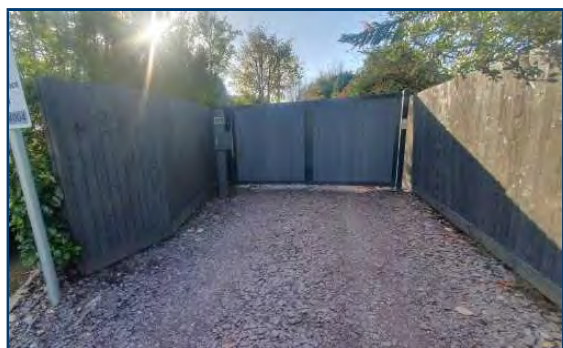
Planning

The land is classed as garden amenity land and may have potential for development subject to obtaining planning consent from the planning department at Wolverhampton City Council. It is noted that the private driveway also provides access to a recent back land development of one detached bungalow.

Prior to bidding all interested parties should discuss any proposals for the land with the planning department at Wolverhampton City Council.

Legal Documents Available at www.cottons.co.uk

Viewings Via Cottons - 0121 247 2233



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LOT 19
Freehold Vacant End Terraced House

*Guide Price: £155,000 - £165,000 (+Fees)

41 Reddicap Hill, Sutton Coldfield, West Midlands, B75 7BQ

Property Description:

A traditional two bedroom end terraced house of brick construction surmounted by a pitched replacement tile clad roof and benefitting from UPVC double glazed windows and external doors, and gas fired central heating. The property further benefits from a loft room which includes access via a pull down ladder, carpet, lighting, electric power sockets and radiator. Reddicap Hill forms part of an established residential area situated approximately three quarters of a mile distance to the east of Sutton Coldfield Town Centre.

Accommodation:
Ground Floor

Front Reception Room: (3.66x3.62m), Breakfast Kitchen: (3.62x3.63m), Pantry Cupboard

First Floor

Stairs and Landing with access to loft, Bedroom 1: (3.63x3.58m), Bedroom 2/Box Room: (1.93x1.73m) Bathroom with panel bath with shower over, wash basin and WC.

Loft:

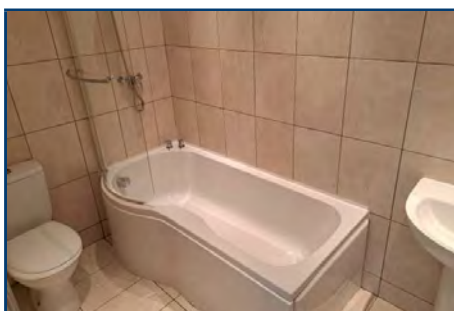
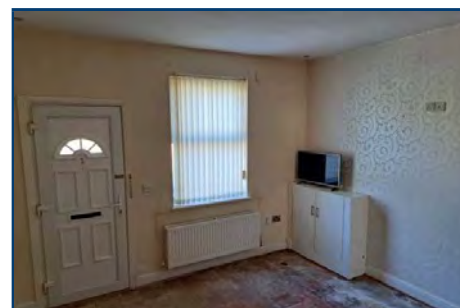
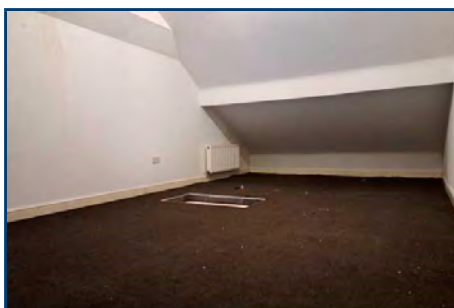
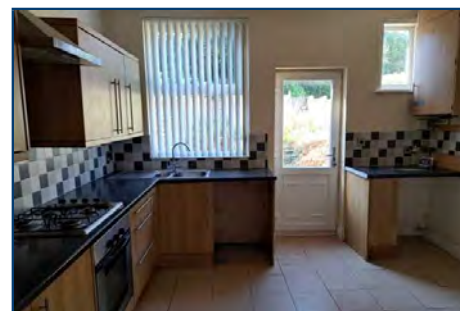
Accessed via a pull down ladder and has carpet, lighting, electric power sockets and radiator.

Outside:

Rear: Patio and garden area with raised borders

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

Viewings – Via Cottons – 0121 247 2233



LOT 20

Freehold Vacant Detached House with Three Bedrooms
*Guide Price: £164,000 - £169,000 (+Fees)

By Instruction of Black Country Housing Group

38 Rangeways Road, Kingswinford, West Midlands, DY6 8PN



Property Description:

A modern detached house of cavity brick construction with a pitched tile clad roof benefitting from UPVC double glazed windows, gas fired central heating, three bedrooms and off road car parking but requiring modernisation and improvement throughout. The property is located in a popular residential area containing a mix of modern detached houses and bungalows and Rangeways Road leads off Bromley Lane and is located approximately 4 miles to the South West of Dudley Town Centre and 4 miles to the North of Stourbridge Town Centre.

Outside: Front : Gravelled foregarden and paved driveway.

Outside: Rear: Paved patio and lawned garden.

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

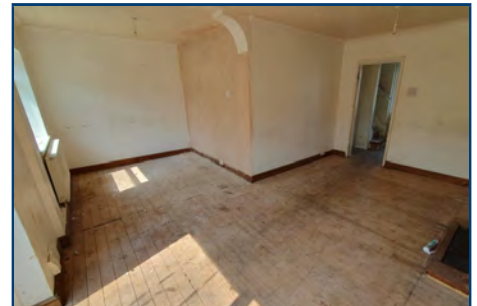
Viewings: Via Cottons - 0121 247 2233



Accommodation:

Ground Floor: Reception Hall, Cloak Room with WC, L Shaped Lounge (5.12m x 3.21m) with Dining Area (2.52m x 2.42m) Kitchen (3.3m x 2.34m), Garage Room (4.96m x 2.26m approximately).

First Floor: Stairs and Landing, Bedroom One Double (3.38m x 3.09m), Bedroom Two Double (3.58m x 3.03m), Bedroom Three Single (2.68m x 2.42m) Shower Room with glazed shower, pedestal wash basin, WC.



LOT 21
Freehold Rural Redevelopment Opportunity (3.03 Acres approx.)

*Guide Price: £340,000 - £360,000 (+Fees)

By Instruction of the Joint LPA Receivers
Brelades, Long Common, Claverley, Wolverhampton, West Midlands, WV5 7AX

Property Description:

A unique redevelopment opportunity comprising of a rectangular shaped parcel of land, partially wooded and sloping, containing the remnants of a detached house which was destroyed by fire in 2020 along with a triple garage and a substantial workshop. The site benefits from planning consent to reconstruct the original dwelling house which occupies an elevated position on the site with views West towards Bridgnorth and beyond to the Shropshire Hills. The property is located directly off the B4176 road approximately 2 miles to the West of Claverley within approximately 10 miles from both Bridgnorth and Wolverhampton City Centre and 20 miles West of Birmingham City Centre.

Planning:

Planning consent is granted by South Staffordshire Council (Reference 21/01250/FUL dated 5th April 2022 for the rebuilding of a severely damaged two storey dwelling in the same position, size, layout and visual appearance as the existing. The only remains of the existing building is the steel frame, which has been declared beyond repair by the structural engineer. The site benefits from dual off road access and may provide scope for further development of the site and all interested parties should contact the local planning department prior to bidding to discuss

any proposals for the site.

The replacement dwelling contains the following proposed accommodation:

Ground Floor: Reception Hall, Lounge: 5.83m x 2.81m, Sitting Room: 4.0m x 3.8m, Dining Room: 4.34m x 2.51m, Dining Kitchen: 7.14m x 3.91m, Cloakroom with WC and Utility Room.

First Floor: Stairs and Landing, Bedroom One: 4.09m x 3.09m, En-Suite Bathroom: 3.48m x 2.30m, Bedroom Two: 3.91m x 3.19m, Bedroom Three: 2.60m x 2.30m, Bathroom: 2.86m x 2.20m.

A copy of the planning consent and associated documents are available for inspection on both the Auctioneers and South Staffs Council websites.

Total Site Area: 3.03 Acres approx.

Legal Documents: Via www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Extended Completion Date: 31 January 2024



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



LOT 22

Freehold Investment Opportunity - 8 Bed Sitting Units with Potential *Guide Price: £230,000 - £250,000 (+Fees)

7 Copthorne Road, Wolverhampton, West Midlands, WV3 0AB



Property Description:

An investment opportunity comprising of a long established bedsit conversion contained within a three storey former dwelling house of traditional brick construction surmounted by a pitched tile clad roof.

The property forms part of a popular and well regarded residential area and Copthorne Road leads directly off Penn Road (A449) and is located approximately 1 mile to the South-West of Wolverhampton City Centre.

The property provides extensive accommodation with a substantial ground floor extension to the rear and occupies a large rectangular shaped plot having off road car parking via a shared driveway. The property is currently laid out to provide 8 bed sitting rooms and offers potential for conversion to a single residential dwelling house or flats, subject to obtaining planning consent.

Tenancy Information

Bedsit 6: Let on an Assured Shorthold Tenancy Agreement at a rental of £266.81 pcm (£3,380 per annum)

The remainder of the property is vacant.

Accommodation:

Ground Floor

Vestibule Entrance, Reception Hall with fire panel and cellar access (one room)

Bedsit One: 4.18m x 3.73m with Kitchen, Inner Hall with cloakroom and WC, wash basin, Shower Room with shower

Bedsit Two: 4.54m x 3.97m, with Kitchen, Bedsit Three: 3.82m x 3.14m, with separate Kitchen: 3.00m x 1.72m,

Garden Flat/Bedsit, Entrance Hall with cloakroom and WC and wash basin, Shower Room with shower, Bedsitting Room: 4.82m x 3.03m with kitchen.

First Floor

Stairs and Landing, Bathroom: 1.42m x 2.55m with panelled bath, pedestal wash hand basin and WC
Bedsit Room 4: 3.11m x 2.73m with sink unit,
Bedsit 5: 4.56m x 3.97m with Kitchen,
Bedsit 6: Not inspected.
Loft Bedsit, Stairs and Landing, Bed/Living Room: 6.26m x 5.02m including separate Kitchen.

Outside:

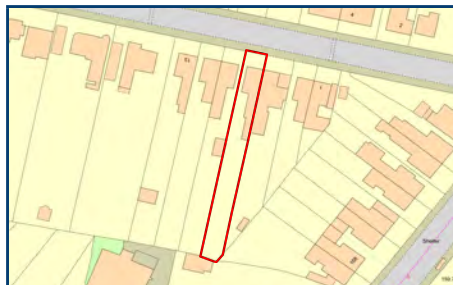
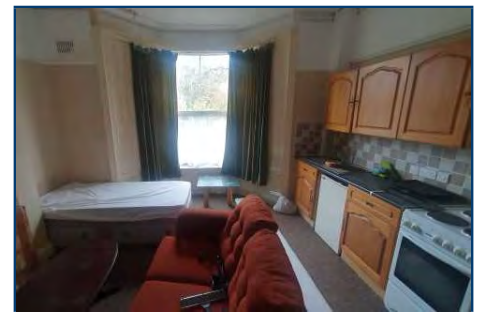
Front - Walled foregarden with shared tarmac driveway to rear.

Rear - Tarmac parking area with potential for garage and a long garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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



LOT 23

Freehold Vacant Barn Conversion
 *Guide Price: £300,000 - £350,000 (+Fees)

The Barn at 248 Old Birmingham Road, Marlbrook, Bromsgrove, Worcestershire, B60 1NU


Property Description:

A fantastic opportunity to purchase a timber framed 3 bedroom barn conversion located close to Licky Hills. The property benefits from having the installation of electric and gas however water has yet to be connected. The property further benefits from having had plastering works, majority UPVC double glazed windows and doors installed however requires further completion works. The property is accessed off The Old Birmingham Road (B4096) opposite the junction with Alvechurch Highway. The property is within half a mile of Lickey Hills Country Park and within approximately two miles from the M42 and M5 Motorways and within less than 10 miles to the south west of Birmingham City Centre.

Planning:

Planning was granted by Bromsgrove District Council (Ref:21/01418/CUPRIO) dated the 1st November 2021 for the change of use to one dwelling.

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

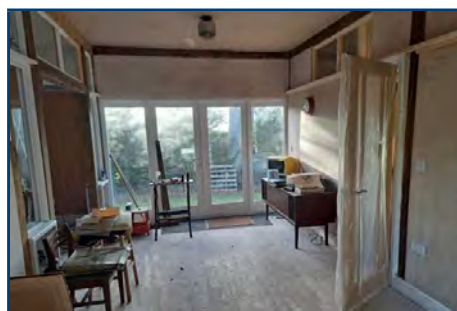
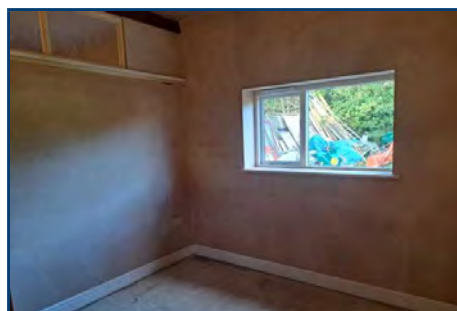
Viewings: - Via Cottons – 0121 247 2233

Accommodation:
Ground Floor:

Entrance hallway/study area (2.98m x 5.99m), Open Plan Lounge/Dinning Area/Kitchen (No Fitments) (9.00m x 6.32m), Bed 1 (2.74m x 3.09m), Bed 2 (2.73m x 3.13m), Bed 3 (2.93m x 2.11m) with Ensuite Shower Room (No Fitments) (1.90m x 1.51m), Bathroom (No Fitments) (1.88m x 2.44m).

Outside:

Proposed parking area and garden



LOT 24

Freehold Vacant City Centre Office Building & Car Park with Potential

*Guide Price: £550,000 - £580,000 (+Fees)

26 Snow Hill, Wolverhampton, West Midlands, WV2 4AD



Property Description:

A substantial three storey office building with basement accommodation and large car park to the rear, situated directly fronting Snow Hill with rear vehicular access directly from Tempest Street and located within Wolverhampton City Centre opposite the Wulfrun Shopping Centre and close to both the Mander Centre and St Johns Square.

The property is understood to have been constructed circa 1970's of modern architectural design with glass façade to front elevation and was originally occupied by a major high street bank and more recently occupied by Citizens Advice Bureau.

Snow Hill leads directly off Wolverhampton Ring Road (A4150) and the property is within walking distance from all retail amenities, bars, restaurants and University of Wolverhampton. The property benefits from large double width tarmacadam car park to the rear off Temple Street which is of significant value to any future use of the building.

Planning

The property is established as offices and may be suitable for a variety of alternative uses including retail or residential use or a combination of both. Gould Singleton Architects acting for the seller have produced a proposed scheme for the building with a vertical third floor extension and comprising of retail use to the ground floor with 26 apartments (19 x 1 bedroom units and 7 x 2 bedroom units) laid out over first, second and newly constructed third floor.

Note: No planning application has been submitted and plans of the scheme detailed above are for information only.

Prior to bidding all interested parties should make any enquiries with the planning department at Wolverhampton City Council regarding the viability of any proposed scheme.

Accommodation

Ground Floor:

Main Entrance off Snow Hill, Public Hall, 9 Consulting Rooms, Reception Office, Ladies, Gents & Disabled Toilets, Rear Administration Office, 10 Separate Rear Offices/Stores, Kitchen and Rear Entrance Hall, Lift & Stair access to all floors.

Basement:

Large safe room, corridor and three stores.

First Floor:

Internal Stairs and Landing, Kitchen, Open Plan Office, Administration Office and 2 Separate Offices.

Second Floor:

Stairs and Landing, 4 Offices, Kitchen, Ladies & Gents Toilets.

Outside:

Large Rear Car Park providing multiple car parking.

Gross Internal Area :

Basement: 139.20 sq.ms (1,498 sq.ft),

Ground Floor: 392 sq.ms (4,220 sq.ft),

First Floor: 169.56 sq.ms (1,825 sq.ft).

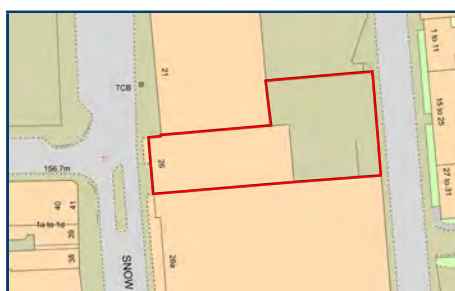
Second Floor: 198.97 sq.ms (2,141 sq.ft).

Total Gross Internal Area: 899.73 sq.ms (9,684 sq.ft).

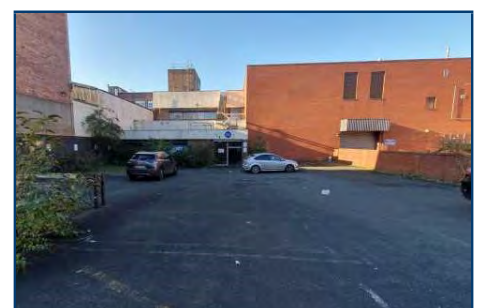
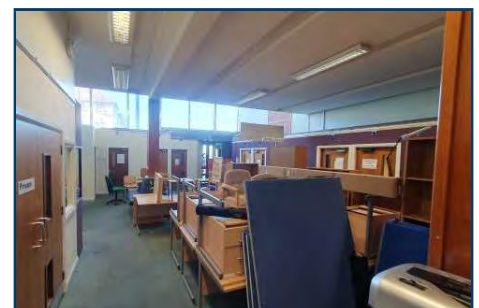
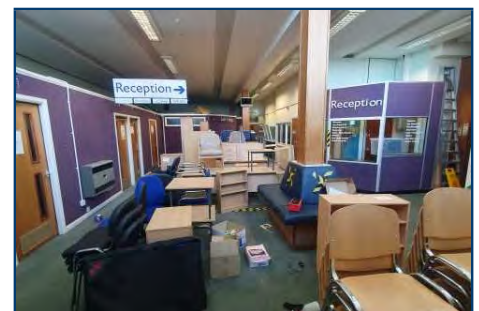
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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



LOT 25

Freehold Lock-Up Garage Investment Opportunity

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

17 Lock-Up Garages to Rear of 12-24 Despard Road, Eastern Green, Coventry, CV5 7DF

Property Description:

A long established and well maintained lock-up garage investment opportunity comprising of an unbroken block of 17 lock up garages located to the rear of residential dwellings known as 12-24 Despard Road. The garages are of concrete framed construction with sheet roofs having up and over doors and accessed by way of a dual driveway, which is subject to third party rights of way, leading off Despard Road. Despard Road leads off Upper Eastern Green Lane and forms part of a well regarded residential area located close to open countryside approximately 4 miles to the West of Coventry City Centre. The land is held under Title No: WM487328 which includes the dual driveway and yard area.

Rental Income

8 garages are currently let at a rental of £55 per calendar month. 9 Garages are Vacant.
Total Current Rental Income £5,280 per annum.

Total Rental Income When Fully Let £11,220 per annum.

Note We are advised that the current rental amount could be significantly increased.

Legal Documents

Available at www.cottons.co.uk

Viewings External Only



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Access to Garage Yard



LOT 26

Freehold Lock-Up Garage Investment Opportunity

*Guide Price: £60,000 - £65,000 (+Fees)

9 Lock-Up Garages 33 - 37, 39 - 41 & 43 Balmoral Close, Coventry, West Midlands CV2 3BG

Property Description:

A garage investment opportunity comprising of 9 lock up garages split across three blocks and situated within a flat development located at the head of Balmoral Close. The garages are of concrete construction with sheet roofs, having up and over doors and accessed over a communal yard area serving the flats.

Balmoral Close forms part of a residential estate located off Ansty approximately 3 miles to the north east of Coventry City Centre.

The garages are held under Title No: WM959258

Rental Income

Four Garages are currently let at a rental of £55 pcm
 One Garage is let at £80 pcm.
 Four Garages are currently vacant.
Total Current Rental Income £3,600 per annum.

Total Rental Income When Fully Let £6,240 per annum.

Note: The most recent garage was let a £80 p.c.m and there is scope to increase the remaining garage rents to a similar level.

Legal Documents:

Available via www.cottons.co.uk

Viewings:

External Only



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LOT 27

Three Freehold Ground Rent Investments in Rugeley, Staffs *Guide Price: £22,000 - £25,000 (+Fees)

Freehold Ground Rents, 37, 45 & 47 Daywell Rise, Rugeley, Staffordshire WS15 2RE

Property Description:

Three Freehold Ground Rent Investments secured upon modern semi-detached houses located in Daywell Rise, which are all set back behind a foregarden and located approx. one mile to the north west of Rugeley Town Centre, close to Cannock Chase, an area of outstanding natural beauty.

Lease Information:

37 Daywell Rise: The property is subject to a long lease for a term of 99 years from 25th March 1965 (approx. 40 years unexpired), at a Ground Rent of £25 per annum.

45 Daywell Rise: The property is subject to a long lease for a term of 99 years from 25th March 1965 (approx. 40 years unexpired), at a Ground Rent of £25 per annum.

47 Daywell Rise: The property is subject to a long lease for a term of 99 years from 25th March 1965 (approx. 40 years unexpired), at a Ground Rent of £25 per annum.

Total Ground Rent Income: £75 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.



37 DAYWELL RISE



47 DAYWELL RISE



45 DAYWELL RISE

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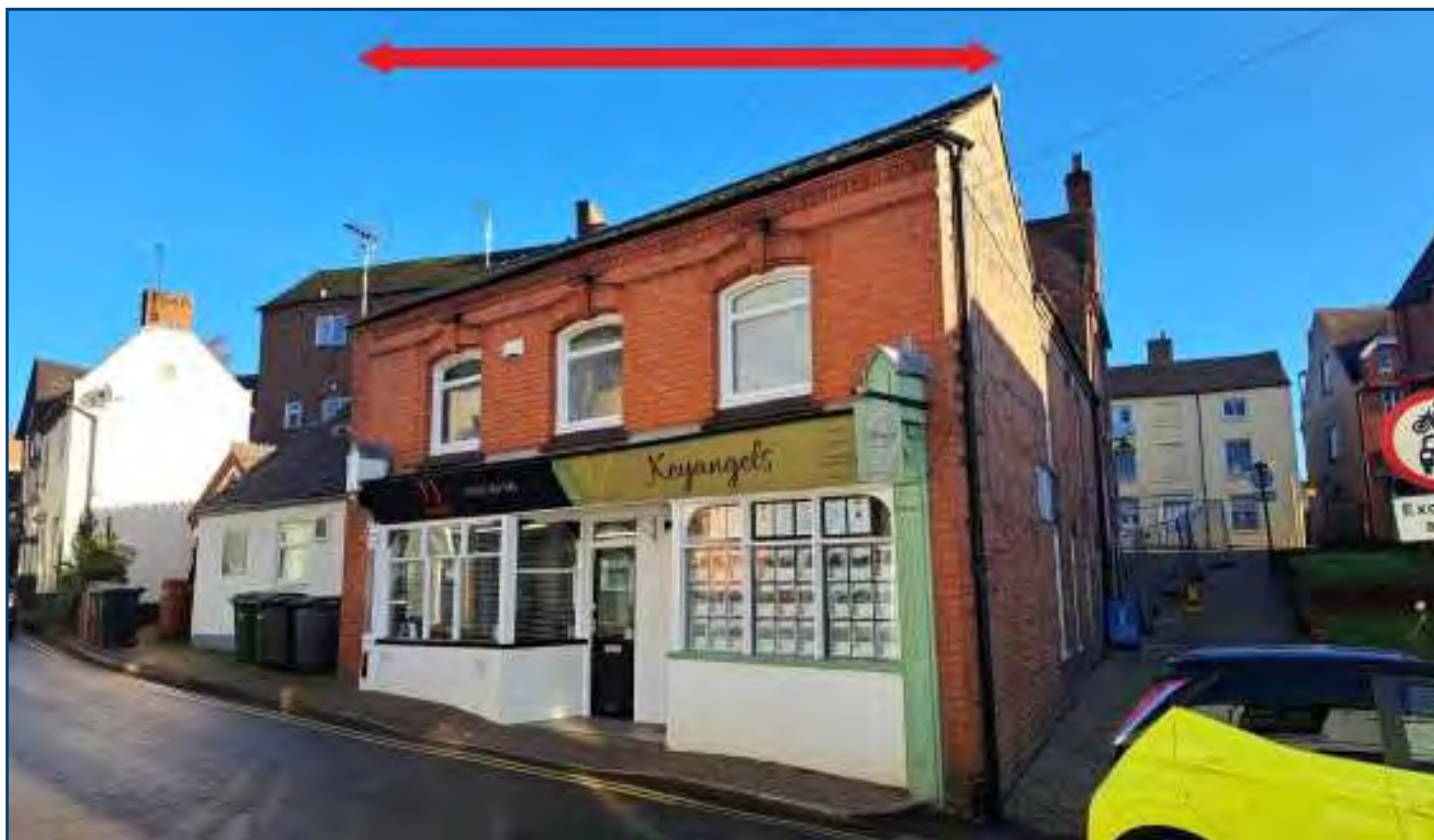
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LOT 28
Freehold Town Centre Investment Opportunity (Rental £21,500 pa)

*Guide Price: £175,000 - £195,000 (+Fees)

1 Church Street, Shifnal, Shropshire, TF11 9AA

Property Description:

A valuable town centre investment opportunity, fully let and comprising of two ground floor retail units and separate first floor offices. The property is located in Shifnal town centre, close to a wide range of retail shops and amenities.

Shifnal is a market town in Shropshire, about 4 miles east of Telford, 17 miles east of Shrewsbury and 13 miles west-northwest of Wolverhampton.

Tenancy Information

1 Church Street: Let as a hairdressers, on a lease for a term of 5 years from 1st March 2021 at a current rental of £6,500 p.a.

1a Church Street: Let as a Estate Agents, on a lease for a term of 5 years from 25th October 2021 at a current rental of £7,000 p.a.

First Floor,

1B Church Street: Let to a taxi Company, on a lease for a term of 5 years from 19th July 2021 at a current rental of £7,000 p.a.

Total Current Rental Income: £20,500 pa.

Accommodation:
Ground Floor:

1 Church Street - Hairdressers: 45.48 sq.ms (489 sq.ft) including salon area, kitchen, store and wc.

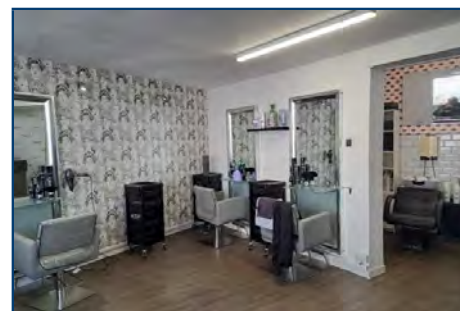
1a Church Street - Estate Agents: 27.2 sq.ms (292 sq.ft) including sales area, kitchen, store and wc.

1b Church Street - Taxi company offices: 66.51 sq.ms (715 sq.ft) side entrance kitchen and wc

First Floor:

Offices 1-4

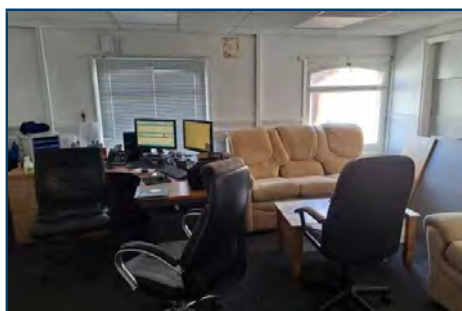
Outside: Small Yard Area


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 29

Freehold Vacant Mid Terraced House with Three Bedrooms

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

24 Arden Street, Atherstone, Warwickshire, CV9 1EB



Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched slate clad roof providing well laid out accommodation benefitting from three bedrooms, UPVC double glazed windows/external doors and gas fired central heating with recently replaced boiler.

The property is situated in a cul-de-sac which leads directly off South Street and forms part of a popular residential area located within approximately 1/3 mile from Atherstone Town Centre located on Long Street, which provides access to a wide range of retail amenities, services, bars and cafes.

Atherstone comprises of an historic market town situated in North Warwickshire conveniently located within approximately 4 miles to the South of M42 Motorway (Junction 10).

Accommodation:

Ground Floor

Reception Hall, Through Lounge/Dining Room: 5.14m x 4.10m + 2.35m x 2.08m, Kitchen: 3.63m x 2.05m with range of units, Rear Entrance Hall: 2.20m x 1.26m.

First Floor

Stair and Landing; Bedroom One: 3.96m x 3.23m, Bedroom Two: 2.68m x 2.55m, Large Family Bathroom: 3.69m x 2.13m with panelled bath, glazed shower enclosure, pedestal wash basin, WC.

Second Floor

Stairs to Loft Bedroom: 5.96m x 3.76 maximum with Dormer window.

Outside:

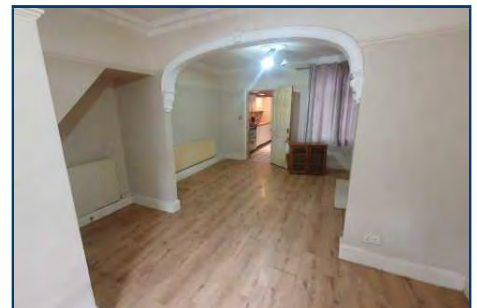
Rear: Paved yard and Garden.

Legal Documents:

Available via at cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30**Freehold Vacant Semi-Detached House Split into Two Self Contained Flats**

*Guide Price: £215,000 - £225,000 (+Fees)

20 Braithwaite Road, Sparkbrook, Birmingham, West Midlands, B11 1LA**Property Description:**

A substantial traditional three storey semi-detached former house of brick construction, surmounted by a pitched tile clad roof, situated behind a fore court. The property offers extensive accommodation, originally constructed as a spacious family home, and has since been converted into two large self-contained flats. Each flat benefits from uPVC double glazed windows and has a gas central heating system.

The property forms part of an established residential area and Braithwaite Road leads off Sampson Road and provides direct access to Stratford Road (A34) which contains a wide variety of local retail shops and services, and the property is conveniently within less than one mile from Birmingham City Centre.

Planning

The property may be suitable for a variety of alternative uses including potential for conversion back to a large family dwelling house (subject to obtaining planning consent) with potential for six bedrooms, three reception rooms and two-bathrooms. Prior to bidding all interested parties should discuss any proposals for the property with the planning department at Birmingham City Council.

Accommodation:

Vestibule and Communal Hallway

Flat 1**Ground Floor**

Large Reception Hall, Toilet, Living Room: 4.49m x 3.97m, Dining Room: 3.64m x 3.5m, Kitchen 2.75m x 2.31m

First Floor

Stairs and Landing, Bedroom One: 3.5m x 3.23m, Bedroom Two: 4.49m into wardrobes x 2.36m, Bathroom with wash basin and W.C.

Flat Two**Ground Floor**

Living Room: 4.93m x 3.89m, Inner Hallway.

First Floor

Stairs and Landing, Bedroom Three: 3.81m x 1.72m with en-suite W.C. with wash basin, Kitchen: 2.88m x 2.63m.

Second Floor

Stairs and Landing, Bedroom One: 4.49m x 2.4m, Bedroom Two: 4.07m x 2.97m, L shaped Storeroom: 2.94sq.m, Bathroom with wash basin and W.C.

Outside:

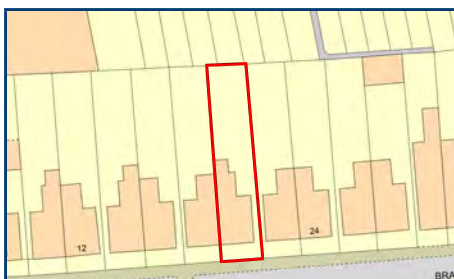
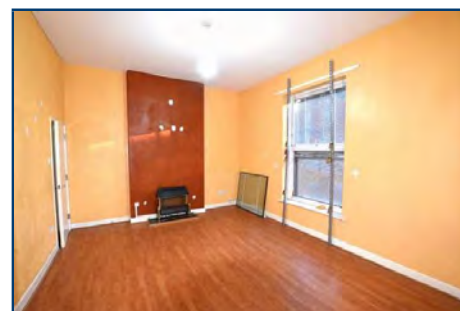
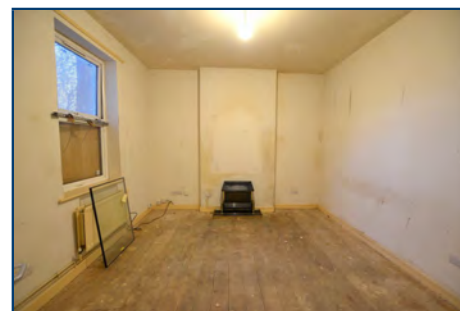
Front – Walled forecourt,
Rear – Good sized lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



LOT 31

Freehold Vacant Detached Property (3 Self Contained Flats). *Guide Price: £240,000 - £250,000 (+Fees)

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



Property Description:

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

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Communal Entrance hallway with access to stairs:

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

First Floor

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

Second Floor

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

Outside:

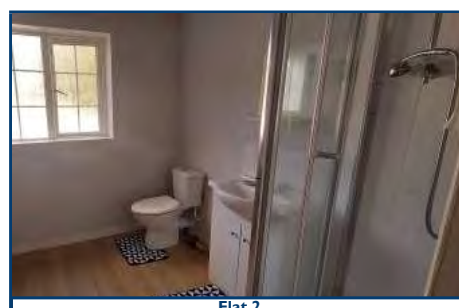
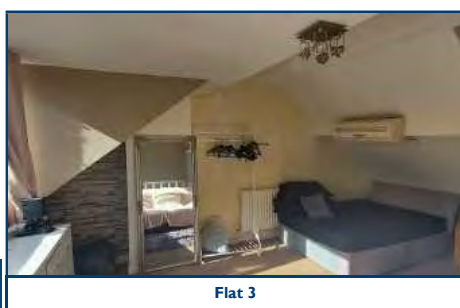
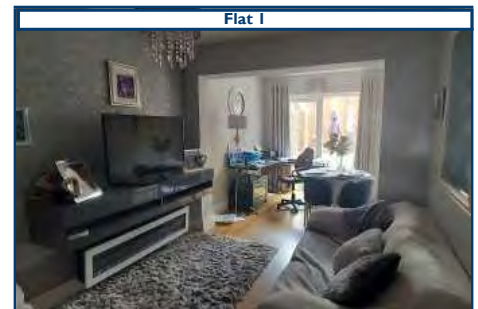
Front: Lawned foregarden
Rear: Garden Area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 32

Freehold Vacant Mid-Terraced House with Three Bedrooms

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

322 Cedar Road, Camp Hill, Nuneaton, Warwickshire CV10 9DY

Property Description:

A two storey mid-terraced house of brick construction, surmounted by a pitched tile clad roof, set back from Cedar Road behind a residents parking bay and enclosed lawned foregarden.

The property provides well laid out accommodation with three bedrooms and benefits from double glazed windows and gas fired central heating.

The property forms part of an established residential estate and is situated virtually opposite The Dingle. Cedar Road runs directly between Queen Elizabeth Road and Edinburgh Road and the property is conveniently located within approximately 2 miles to the North-West of Nuneaton Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge/Dining Room, Kitchen and Side Entrance Hall/Utility Room.

First Floor

Stairs and Landing, Three Bedrooms, Bathroom.

Total Floor Area Approximately 72 sq.ms.

Outside:

Front - Enclosed Lawn Foregarden.
Rear - Enclosed Garden.

Legal Documents:

Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 33

Freehold Vacant Detached Commercial Premises with Car Parking

*Guide Price: £260,000 - £280,000 (+Fees)

295 Harborne Lane, Harborne, Birmingham, B17 0NT



Property Description:

A two storey detached commercial premises of brick construction surmounted by a pitched tile clad roof set back behind a walled forecourt and benefitting from vehicular access from Harborne Lane to a side driveway providing multi car parking.

The property has previously been used as offices occupied for many years as a Funeral Directors and may be suitable for a variety of alternative uses subject to planning consent.

The property is situated in a mixed use area and Harborne Lane provides direct access to Harborne High Street being within approximately 1 mile distance to the North and the property is conveniently located within less than 1 mile distance from the Queen Elizabeth Hospital, University Railway Station, Selly Oak Retail Park and Birmingham University.

Accommodation:

Ground Floor

Three Rooms.

First Floor

Two Rooms, Kitchen, Shower Room with WC.

Outside:

Walled forecourt, Tarmac Driveway providing multiple parking.

Net Internal Area

Ground Floor: 35.42 sq.ms (381 sq.ft).

First Floor: 37.84 sq.ms (407 sq.ft).

Total: 73.26 sq.ms (788 sq.ft).

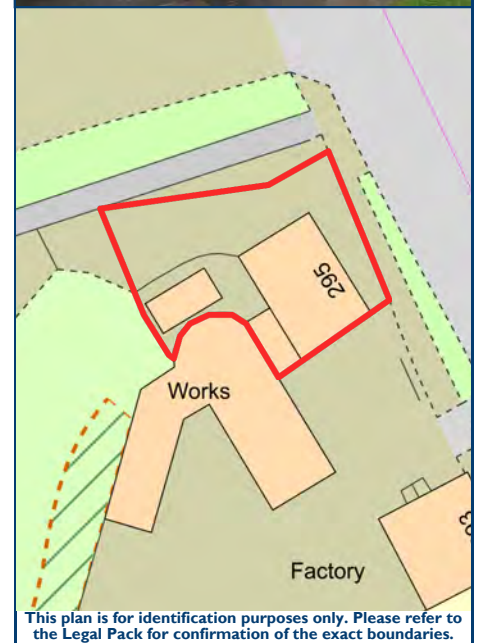
Total Site Area: 254 sq.ms (2,732 sq.ft).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 34
Freehold Investment (Three Bedroom Semi-detached Property)

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

15 The Orchard, Belper, Derbyshire DE56 1DF
Property Description:

A traditional three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property is set in an established residential area. The property is situated in a substantial plot extending to approximately 215sq.mtrs (2,322sq.ft) which may provide scope for future extension/redevelopment works. The property benefits from having gas fired central heating. The Orchard is located off Green Lane close to the junction with Field Lane and Field Row. The property is currently let on a Regulated Tenancy at a registered rental of £74.00 per week (£3,848 per annum)

Accommodation:

Whilst the property has not been inspected by the Auctioneers the Rent Registration Document contains the following details:

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

3 Bedrooms and Bathroom with WC

Outside:

Front: Walled foregarden

Rear and Side: Lawned garden

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

Viewings: Via Cottons – 0121 247 2233



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

LOT 35
Freehold Vacant Semi-Detached House with Two Bedrooms

*Guide Price: £103,000 - £108,000 (+Fees)

169 Monks Dyke Road, Louth, Lincolnshire LN11 8AR
Property Description:

A two-storey semi-detached house of traditional brick construction, surmounted by a pitched tile clad roof, situated behind a forecourt and driveway providing off road parking. The property benefits from uPVC double glazed windows, gas fired central heating and large rear garden but requires refurbishment and modernisation.

Monks Dyke Road provides direct access to Louth town centre being within less than one mile to the west and containing a wide range of shops and amenities. Louth is an historic Georgian market town located on the edge of Lincolnshire Wolds (area of outstanding natural beauty) and approx. ten miles west of the east Lincolnshire coastal area.

Accommodation
Ground Floor

Hallway, Living Room: 4.11m x 3.53m, Kitchen Area: 3.36m max x 2.90m, Dining Area: 2.77m x 2.24m.

First Floor

Stairs and Landing, Bedroom One: 4.22m x 3.74m, Bedroom Two: 2.77m x 3.23m, Bathroom with wash basin and W.C.

Outside:

Front: Forecourt and driveway, **Rear:** Long garden and brick-built outbuilding.

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

Viewings: Via Cottons - 0121 247 2233



LOT 36

Freehold Vacant Mid Terrace House with Two Bedrooms

*Guide Price: £106,000 - £111,000 (+Fees)

51 Anderton Road, Sparkbrook, Birmingham, West Midlands B11 1LZ

Property Description:

A traditional two storey mid-terrace house of brick construction, surmounted by a pitched tile clad roof, situated behind a front fore court. The property offers well laid out accommodation, benefiting from a single storey rear extension, uPVC double glazed windows and gas fired central heating system, but is in need of modernisation and refurbishment throughout.

Anderson Road is conveniently situated circa. 650 metres from Small Heath Train Station, circa. 500 metres to Stratford Road (A34) which contains a wide variety of local retail shops and services and the property is conveniently within two miles of from Birmingham City Centre.

Accommodation:

Ground Floor

Front Reception Room: 3.45m x 3.38m, Rear Reception Room: 3.71m x 3.38m, Dining Room: 3.00m x 1.80m, Kitchen: 3.06m x 1.80m.

First Floor

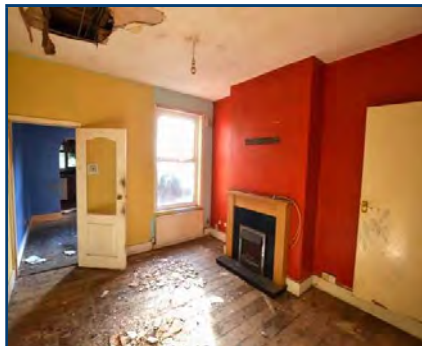
Stairs and Landing, Bedroom One: 3.97m x 3.47m, Bedroom Two: 3.06m x 2.80m, Bathroom with wash basin and W.C.

Outside:

Front – Walled forecourt
Rear – Overgrown garden

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

Viewings: Via Cottons - 0121 247 2233



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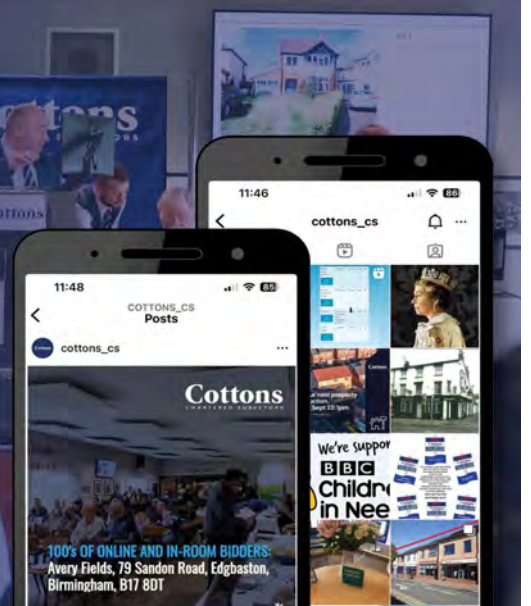
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LOT 37**Leasehold Vacant Ground Floor Maisonette and Garage**

*Guide Price: £68,000 - £76,000 (+Fees)

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY**40 Marine Drive, Perry Barr, Birmingham, West Midlands, B44 8BB****Property Description:**

A modern one bedroom ground floor maisonette benefiting from UPVC double glazing, electric heating, private rear garden and single garage located in a separate gated block. Marine Drive is located off Elmbridge Road which in turn is found Kingstanding Road (B4138) forming part of an established residential area known as Perry Barr and conveniently located circa. 1.4 miles from Perry Barr Train Station, 4 miles to the north of Birmingham City Centre and 4.4 miles from Sutton Coldfield Town Centre.

Accommodation:

(All measurements are maximum length & width)
 Entrance Porch, Store, Hallway with 2x store,
 Lounge: (4.25 x 2.98m), Bedroom: (4.38 x 3.01m),
 Kitchen: (2.23 x 2.80m), Shower room having
 shower cubicle, wash basin and WC: (1.79 x 1.98m)

Outside:

Front: lawned garden and garage located in a separate block

Rear: Private paved garden area

VIEWING: MONDAY 11TH DECEMBER @ 10:00 am

Leasehold Information

Term: 99 years from 24th June 1974

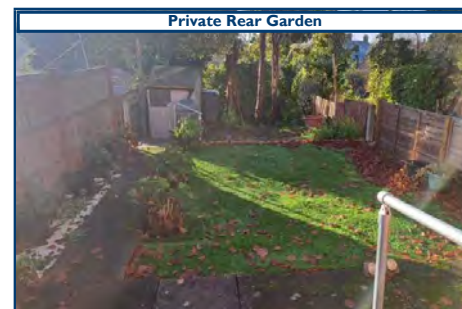
Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

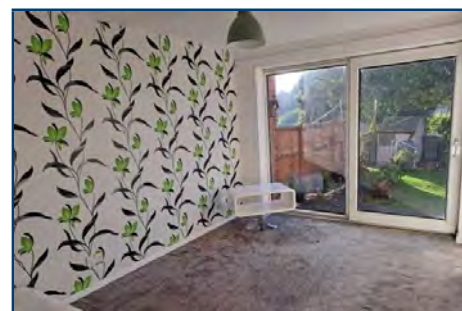
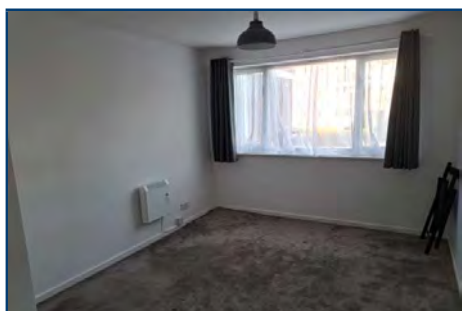
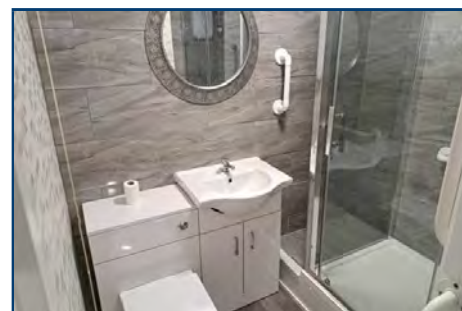
Legal Documents – Available at
www.cottons.co.uk

Viewings Monday 11th December @ 10:00 am

Note: The deadline to register to bid on this lot will be 5:30PM Tuesday 12th December



Garage



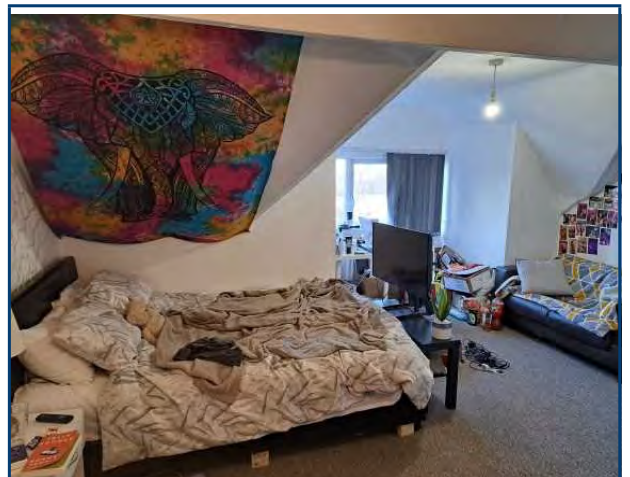
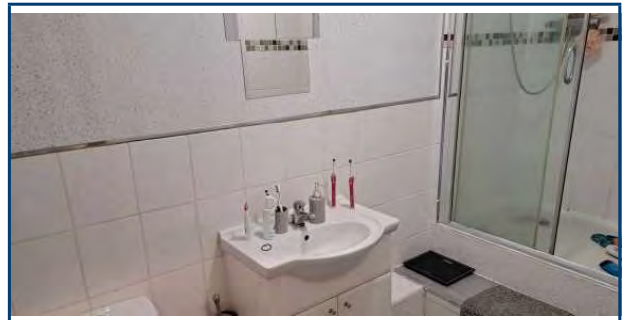
LOT 38

Freehold Investment Three Storey House (Rental £24,960 per annum).

***Guide Price: £240,000 - £260,000 (+Fees)**

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY

54 Reservoir Road, Edgbaston, Birmingham, West Midlands B16 9EF



Property Description:

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

The property provides well laid out accommodation having three double bedrooms and is let to students whereby the front reception room provides a fourth bedroom. The property is situated in a popular residential area and Reservoir Road leads via Monument Road off Hagley Road (A456).

Edgbaston Reservoir is conveniently situated within short walking distance. The property is let on one assured shorthold tenancy producing a rental of £2,080 per calendar month (£24,960 per annum).

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room/Bedroom Four (4.12 x 3.54m): Rear Reception Room (4.70 x 3.69m), Kitchen (3.40 x 2.52).

First Floor:

Stairs and Landing, Bedroom One (3.41 x 4.71m), Bedroom Two (3.72 x 4.74m) Shower room 1 having shower cubicle, wash basin and wc (1.73 x 2.40m), Shower room 2 having shower cubicle, wash basin and wc (1.41 x 3.00m),

Second Floor:

Stairs to Bedroom Three (5.33 x 4.73m).

Outside:

(Front) Walled foregarden

(Rear) Yard area with shared pedestrian access

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

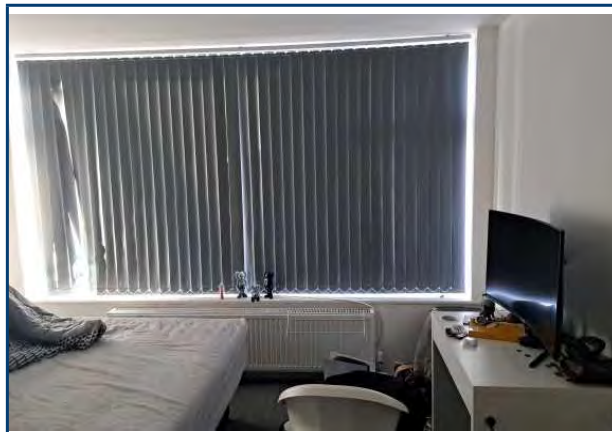
VIEWING MONDAY 11th DECEMBER @ 12:30

Note: The deadline to register to bid on this lot will be 5:30PM Tuesday 12th December

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

LOT 39
Freehold Investment, Three Storey House, 4 Bedrooms, (Rental £22,872 pa)

*Guide Price: £170,000 - £190,000 (+Fees)

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY
22 Coxwell Gardens, Edgbaston, Birmingham, West Midlands B16 9EN

Property Description:

A three storey mid terraced house of brick construction, benefiting from UPVC double glazed windows and gas fired central heating. The property provides well laid out accommodation having four double bedrooms and is currently let to students on one assured shorthold tenancy producing a rental of £1,906 per calendar month (£22,872 per annum). The property is situated in a popular residential area located off Reservoir Road which leads via Monument Road off Hagley Road (A456). Edgbaston Reservoir is conveniently situated within short walking distance.

Accommodation:
Ground Floor:

Reception Hall, Kitchen/lounge area (4.67 x 3.62m), wc with wash basin

First Floor:

Stairs and Landing, Bedroom One (3.59 x 3.67m), Bedroom Two (3.63 x 1.84m).

Second Floor:

Stairs to Bedroom Three (3.62 x 3.04m), Bedroom Four (1.85 x 3.62m), Shower room having shower cubicle, wash basin and wc (2.65 x 1.28m).

Outside:

(Front) Paved foregarden

(Rear) lawned garden

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

VIEWING MONDAY 11TH DECEMBER @ 13:00

Note: The deadline to register to bid on this lot will be 5:30PM Tuesday 12th December

EPC's

Energy performance certificate (EPC) - This is an energy certificate - 10/04/2023

Energy performance certificate (EPC)

Current energy rating: **E**

Valid until: 30 March 2033

Property type: Offices and Workshop/Industrial

Total floor area: 400 square metres

Rules on letting this property


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

Energy rating and score

This property's current energy rating is E.

Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.



26 SNOW HILL

Energy performance certificate (EPC) - This is an energy certificate - 10/04/2023

Energy performance certificate (EPC)

Current energy rating: **G**

Valid until: 30 March 2033

Property type: Office/Industrial and Professional/Personal services

Total floor area: 500 square metres

Rules on letting this property

! You may not be able to let this property.

This property has an energy rating of G. This is the lowest current rating a property can have. From 1 April 2023, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.

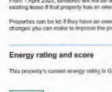
Properties can be let if they have an energy rating from A+ to E. The landlord should consider whether they can make improvements to the property's energy rating.

Energy rating and score

This property's current energy rating is G.

Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.



54 OXFORD STREET

Energy performance certificate (EPC) - This is an energy certificate - 10/04/2023

Energy performance certificate (EPC)

Current energy rating: **D**

Valid until: 30 March 2033

Property type: Office/Industrial and Professional/Personal services

Total floor area: 170 square metres

Rules on letting this property

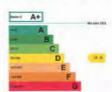
Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's current energy rating is D.

Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.



61 COLEBROOKE ROAD

Energy performance certificate (EPC) - This is an energy certificate - 10/04/2023

Energy performance certificate (EPC)

Current energy rating: **C**

Valid until: 30 March 2033

Property type: Office/Industrial and Professional/Personal services

Total floor area: 80 square metres

Rules on letting this property


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

Energy rating and score

This property's current energy rating is C.

Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.



127 NEW ROAD

Energy performance certificate (EPC) - This is an energy certificate - 10/04/2023

Energy performance certificate (EPC)

Current energy rating: **E**

Valid until: 30 March 2033

Property type: Office/Industrial and Professional/Personal services

Total floor area: 50 square metres

Rules on letting this property

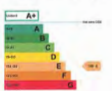
Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's current energy rating is E.

Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.



295 HARBORNE LANE

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 21.11.2023

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

1 CHURCH ST, TF11 9AA

Thinking of selling your property?

We require all types of properties for our forthcoming auction on the 14 February 2024

AUCTION

A rare hand signed shirt by the late Sir Bobby Charlton (**LOT 1**)



The Auctioning of this signed & boxed Football Shirt is to raise money for Help Harry Help Others Charity, in Birmingham, which was formed in 2012.





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

*subject to certain underwriting criteria



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Pi-Property Insurance



part of the

CLEAR GROUP

Sale Memorandum

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

We acknowledge receipt of the deposit

Date

Name and address of seller

Name and address of buyer

The lot

The price (excluding any VAT)

Deposit paid

Signed by the buyer

Signed by us as agent for the seller

The buyer's conveyancer is

Name

Address

Contact

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

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition G9.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

G4. Title and identity

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

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

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

G5. Transfer

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

G10. Interest and apportionments

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
 - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
 - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender or forfeit any tenancy under which arrears are due; and
 - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

G16. Capital allowances

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

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

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

G16.4 The seller and buyer agree:

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.

(b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.

(c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

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

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

G23. Rent reviews

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

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

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

G23.4 The seller must promptly:

- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

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

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

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

G24. Tenancy renewals

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

G28.2 A communication may be relied on if: (a) delivered by hand; or (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.

G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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