



— ANNIVERSARY —
CENTENARY YEAR 2024
COTTONS

Cottons
CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday 23 October 2024: 1pm



0121 247 2233 | auctions@cottons.co.uk
www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

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

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

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

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

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

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

13. The successful bidder will be required to pay 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.

Cottons

CHARTERED SURVEYORS

A Collective Auction Sale of 33 Lots

Comprising a range of Residential and Commercial, Vacant and Investment Properties, Freehold Ground Rents, Land and Development Opportunities by kind instructions of a variety of Vendors including Surplus Land from St Modwen PLC, Solicitors, Joint Property Agents, Companies and Private Clients

Auctioneers:

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

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.

Order of sale

LOT	ADDRESS	TENURE
1	26 Austin Road, Handsworth Wood, Birmingham B21 8NU	Freehold Vacant Residential
2	49 Elmwood Court, Pershore Road, Birmingham B5 7PE	Leasehold Vacant Residential
3	1666 Pershore Road, Kings Norton, Birmingham B30 3BH	Freehold Vacant Residential
4	38 Sankey Road, Cannock, Staffordshire WS11 6DT	Freehold Vacant Residential
5	Land At Sugar Loaf Lane, Iwerley, Kidderminster, Worcestershire DY10 3PA	Freehold Land
6	24 Denham Court, Erdington, Birmingham B23 7XZ	Long Leasehold Vacant Residential
7	121/123 College Road, Moseley, Birmingham B13 9LJ	Freehold Residential Investment
8	20 Chilwell Croft, Newtown, Birmingham B19 2QH	Freehold Vacant Residential
9	13 & 13a Walsall Road, Willenhall, West Midlands WV13 2EG	Freehold Vacant Residential
10	95 Bournbrook Road, Selly Park, Birmingham B29 7BX	Freehold Vacant Residential
11	61 Lonsdale Road, Harborne, Birmingham B17 9QX	Freehold Vacant Residential
12	357 Hagley Road, Edgbaston, Birmingham B17 8DL	Freehold Residential Investment
13	14 Albert Road, Halesowen, West Midlands B63 4SW	Freehold Vacant Residential
14	168 Humber Avenue, Coventry, West Midlands CV1 2AR	Freehold Residential Investment
15	41 Northfield Road, Coventry, West Midlands CV1 2BS	Freehold Residential Investment
16	Land On West Side Of Cocknage Road, Stoke-on-trent ST3 4NZ	Freehold Grazing Land
17	Land On East Side Of Woodpark Lane, Stoke-on-trent ST3 4AD	Freehold Grazing Land
18	Land At Forge Lane, Stoke-on-trent ST1 5BD	Six Parcels of Freehold Land
19	Technology Drive, Rugby, Warwickshire CV21 1FE	Freehold Land
20	Unit 1, Plot 3, Hilton Business Park, Hilton, Derbyshire DE65 5UR	Freehold Commercial Land
21	33 Sandon Road, Edgbaston, Birmingham B17 8DR	Freehold Residential Investment
22	7 The Avenue, Acoks Green, Birmingham B27 6NG	Freehold Residential Investment
23	2 Merton Close, Oldbury, West Midlands B68 8NG	Leasehold Vacant Residential
24	Land R/o 374 Cemetery Road, Cannock, Staffordshire WS11 4AY	Freehold Residential Building Plot
25	14 Wheats Avenue, Harborne, Birmingham B17 0RJ	Freehold Vacant Residential
26	United House, Coppice Lane, Brownhills, Walsall WS8 7JN	Freehold Part Investment/Part Vacant Property
27	193 Wolverhampton Street, Dudley, West Midlands DY1 1DU	Freehold Office Investment
28	Land Occupied By 'cadent', Hollymoor Way, Northfield, Birmingham B31 5HE	Freehold Investment Land
29	Hayes Ley, Main Street, Bishampton, Pershore, Worcestershire WR10 2NL	Freehold Vacant Residential
30	40 Lazy Hill, Kings Norton, Birmingham B38 9PA	Leasehold Vacant Residential
31	6 Linden Avenue, Tividale, Oldbury, West Midlands B69 1JX	Freehold Vacant Residential
32	Land @ Vista Green, Kings Norton, Birmingham B38 9PD	Portfolio of 15 Freehold Ground Rents
33	4 Elm Grove, Hurley, Atherstone, Warwickshire CV9 2NE	Freehold Vacant Residential

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 fast-track 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



ANNIVERSARY
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Follow us on



@Cottonscs

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

Bidding Options

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

In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

• Card Payments

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

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

Online, Telephone & Proxy Bidding

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

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price (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.

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 preauction 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 property auction **11 December 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:
15 November 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.



Property Viewings

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

100TH

ANNIVERSARY
CENTENARY YEAR 2024
COTTONS



Thinking of selling your property?

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

**11 Dec
2024**

LOT 1

Freehold Vacant Mid Terraced House with Two Bedrooms

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

26 Austin Road, Handsworth Wood, Birmingham, West Midlands B21 8NU

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof requiring complete refurbishment, repair and modernisation throughout.

The property is currently laid out as two bedrooms and provides scope to sub-divide the front full width bedroom thus creating a three bedroom house. In addition, the property may provide scope for extension or loft conversion subject to planning consent/building regulation approval.

The property is situated in an established residential area and Austin Road leads directly between Hollyhead Road (A41) and Island Road (A4040) conveniently within approximately 1/2 mile from Soho Road providing access to a wide range of retail amenities and services and within 1 mile of the M5 Motorway (Junction 1).

Accommodation:

Ground Floor

Reception Hall, Lounge: 3.76m x 3.22m, Dining Room: 3.72m x 3.24m, Kitchen: 3.22m x 2.27m, with Cellar Access, One Room: 3.69m x 3.15m with restricted head height.

First Floor

Stairs and Landing, Bedroom One: 4.70m x 3.71m, Bedroom Two: 3.77m x 2.88m, Bathroom: 3.22m x 2.27m with bath, wash basin and WC.

Outside:

Front: Small foregarden.

Rear: Secure Pedestrian Entry Access with Yard, Outbuildings and overgrown garden.

Council Tax Band A

EPC Rating Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule at www.cottons.co.uk



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.

Cottons

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0121 247 2233

Follow us on

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LOT 2

Leasehold Vacant One Bedroom Apartment.

*Guide Price: £10,000 - £15,000 (+Fees)

Flat 49 Elmwood Court, Pershore Road, Birmingham, West Midlands B5 7PE

Property Description:

A ninth floor apartment set in a purpose built block located in the Calthorpe Estate. The apartment benefits from double glazing and garage located in a separate block. The apartment requires complete modernisation and improvement throughout. Elmwood Court is located off Pershore Road (A441) opposite Calthorpe Park and is approximately 1.5 miles from Birmingham City Centre.

Leasehold Information

Term: from 6 February 1979 expiring on 21 March 2059

Ground Rent: £30 rising to £60

Service Charge: Refer to Legal Pack

Accommodation:

Ground Floor

Communal Entrance with secure entry system

Ninth Floor

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

Outside:

Communal Gardens and garage providing secure off road parking

Council Tax Band – A

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings: – Via Cottons – 0121 247 2233



LOT 3

Freehold Vacant Mid Terraced House with Three Bedrooms

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

1666 Pershore Road, Kings Norton, Birmingham, West Midlands B30 3BH

Property Description:

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

The property is situated virtually opposite the junction with Dell Road within less than ½ mile distance from Cotteridge Shopping Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Front Reception Room: 3.50m x 3.35m, Inner Hall with Store, Rear Reception Room: 3.67m x 3.48m, Kitchen: 2.71m x 1.75m,

Rear Entrance Hall, Bathroom: 1.92m x 1.80m with panelled bath, wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 3.48m x 3.36m, Bedroom Two: 3.69m x 2.58m, Bedroom Three: 2.74m x 1.81m.

Outside:

Rear: Brick Paved Yard, Shared Pedestrian Right of Way and Lawned Garden.

Council Tax Band: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule at www.cottons.co.uk



LOT 4

Freehold Vacant Semi-Detached House with Three Bedrooms

*Guide Price: £95,000 - £105,000 (+Fees)

38 Sankey Road, Cannock, Staffordshire WS11 6DT

Property Description:

A semi-detached house of non traditional Wimpey 'No-Fines' Construction surmounted by a pitched tile clad roof providing well laid out accommodation benefitting from gas fired central heating and UPVC double glazed windows/external doors.

The property occupies a generous plot set back from the road behind a lawned foregarden and public verge area and forms part of an established residential estate located between Cannock Road and Heath Gap Road approximately 1 mile to the North-East of Cannock Town Centre.

Accommodation:

Ground Floor:

Entrance Hall, Through Lounge/Dining Room: 6.0m x 3.0m, Breakfast Kitchen: 3.37m x 2.88m with a range of modern fitted units, Side Entrance Hall/Utility Room: 2.93m x 1.96m.

First Floor:

Stairs and Landing, Bedroom One: 3.48m x 3.13m with walk in store, Bedroom Two: 4.15m x 2.75m (maximum), Bedroom Three: 3.18m x 1.99m, Shower Room: 1.8m x 1.46m with glazed shower enclosure, pedestal wash basin, Separate Toilet with WC.

Outside:

Front: Lawned foregarden enclosed by hedge. Shared pedestrian access to rear.

Rear: Yard and generous garden.

Council Tax Band: A

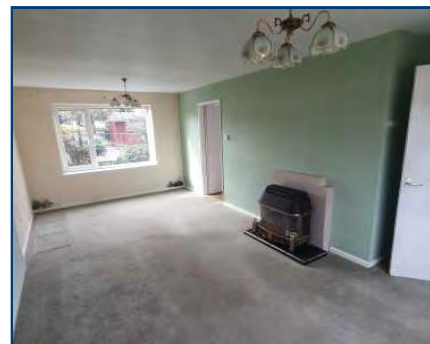
EPC Rating: D

Legal Documents

Available at www.cottons.co.uk

Viewings

Refer to Viewing Schedule at www.cottons.co.uk



--- Legal Documents Online ---



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

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

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

LOT 5

Freehold Land (Approximately 5.5 acres)

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

Land at Sugar Loaf Lane, Kidderminster, Worcestershire DY10 3PA

Property Description:

A parcel of freehold grassed agricultural land roughly rectangular in shape and extending to an area of approximately 5.5 acres. The land has the benefit of having recently installed v-mesh security fencing around the site boundary and secure gated access. The land is accessed via a vehicular right of way leading off Sugar Loaf Lane for agricultural purposes only. All interested parties must satisfy themselves with any proposed use of the land with Wyre Forest District Council prior to bidding.

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



Right of Way from Sugar Loaf Lane

LOT 6

Long Leasehold Vacant Flat (957 Years Unexpired)

*Guide Price: £48,000 - £56,000 (+Fees)

Flat 24 Denham Court, Park Approach, Birmingham, West Midlands B23 7XZ

Property Description:

A one bedroomed flat situated on the first floor of a three storey brick built development set back from the road behind communal gardens and parking area. The property benefits from having a secure lock-up garage located in a separate block. The property does require modernisation and improvement. Park Approach is located off both North Park Road and Park Road and is within walking distance to Brookvale Park

Accommodation:

Ground Floor

Communal Entrance with secure entry door system

First Floor:

Flat 24 - Entrance Hallway, Lounge (4.37 x 3.31m), Kitchen (2.18 x 2.72m),

Bedroom (3.47 x 3.54m) and Bathroom (2.20 x 2.05m) having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and parking area and garage located in a separate block

Leasehold Information

Term 999 years from 1 April 1982

Ground Rent A Peppercorn

Service Charge £1,693 per annum

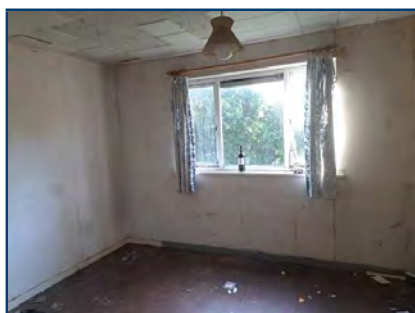
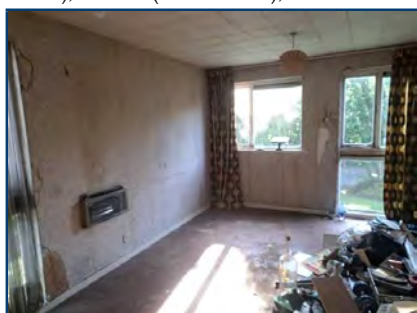
Council Tax Band – A

EPC Rating – D

Legal Documents: - Available at

www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 7

Freehold Investment Opportunity - 10 Flats (Current Rental £62,736 p.a.)
 *Guide Price: £650,000 - £680,000 (+Fees)

121-123 College Road, Moseley, Birmingham, Birmingham, B13 9LJ



Property Description:

A pair of substantial three storey investment properties of brick construction, surmounted by a pitched tile clad roof, set back from the road behind a forecourt and combined to provide 10 self contained flats. All flats are self contained with separate meters and provide well laid out accommodation, benefitting from UPVC double glazed windows and either gas fired central heating or electric heating.

College Road forms part of an established residential area and is located between the junctions with Wake Green Road and Springfield Road and a short distance from Stratford Road (A34) which provides access to a wide range of local retail amenities and services.

Tenancy Information

All properties are currently let on Assured Shorthold Tenancy Agreements as follows:

121 College Road

Flat 1 - £455.00 per calendar month
 Flat 3 - £525.00 per calendar month
 Flat 4 - £520.00 per calendar month (Note: The tenant has given notice to vacate on 4th November)
 Flat 5 - £550.00 per calendar month
 Flat 6 - £543.00 per calendar month

123 College Road

Flat 1 - £460.00 per calendar month
 Flat 2 - £560.00 per calendar month
 Flat 3 - £595.00 per calendar month
 Flat 4 - £600.00 per calendar month
 Flat 5 - £420.00 per calendar month

Total Current Rental Income: £5,228 pcm. (£62,736 p.a.)

Accommodation

121 College Road

Ground Floor Communal Entrance Hall,

Flat 1: Open Plan Living Room/Kitchen, Double Bedroom with en-suite shower room and WC. (30.44 sq.ms)

Flat 3: Open Plan Living Room/Kitchen, Double Bedroom and en-suite shower room and WC. (35.81 sq.ms)

First Floor Stairs and Communal Landing:

Flat 4: Hallway, Living Room, Kitchen, Bedroom and Bathroom with WC. (Not Inspected)

Second Floor: Stairs and Communal Landing

Flat 5: Hallway, Living Room, Kitchen, Double Bedroom, Shower room with WC. (35.98 sq.ms)

Flat 6: Open Plan Living Room/Kitchen, Double Bedroom, En-suite Shower Room with WC. (43.79 sq.ms)

123 College Road

Ground Floor Communal Entrance Hall,

Flat 1: Open Plan Living Room/Kitchen, Double Bedroom and En-suite Shower Room with WC. (29.71 sq.ms)

Flat 3: Kitchen, Living Room, Bedroom,

Dressing Room, Shower Room with WC. (25.7 sq.ms)

First Floor Stairs and Landing:

Flat 2: Open Plan Living Room/Kitchen, Inner Hallway, Bedroom One (Double): Bedroom Two (Single), Shower Room with WC. (36.41 sq.ms)

Flat 4: Hallway, Dining/Kitchen, Living Room, Double Bedroom, Shower Room with WC. (42.26 sq.ms)

Second Floor: Stairs and Communal Landing

Flat 5: Open Plan Living Room/Kitchen, Double Bedroom, En-Suite Shower Room with WC. (Not Inspected).

Outside:

Front: Paved forecourt.

Rear: Paved communal garden.

Council Tax All Flats are Band : A

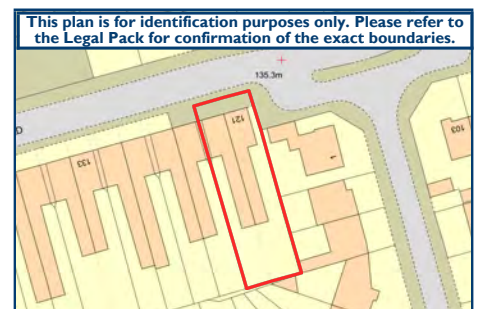
EPC Rating 121 College Road - Flat 1: D, Flat 3: C, Flat 4: E, Flat 5: C, Flat 6: C

123 College Road - Flat 1: D, Flat 2: C, Flat 3: D, Flat 4: D, Flat 5: E

Legal Documents

Available at www.cottons.co.uk

Viewings Via Cottons - 0121 247 2233



LOT 8**Freehold Vacant Four Bedroom Town House**

*Guide Price: £150,000 - £157,000 (+Fees)

20 Chilwell Croft, Newtown, Birmingham, West Midlands, B19 2QH**Property Description:**

An end town house of cavity brick/block construction providing generous and well laid out accommodation which includes four bedrooms and benefitting from UPVC double glazed windows/external doors and gas fired central heating. The property is suitable as a family home or for the purposes of investment.

Council Tax Band B
EPC Rating D

Legal DocumentsAvailable at www.cottons.co.uk

Viewings Refer to Viewing Schedule at www.cottons.co.uk

Chilwell Croft comprises of a cul-de-sac, located off Summer Lane which in turn leads off New John Street West (A4540) and the property is conveniently located within approximately 1 mile to the North of Birmingham City Centre and 2 miles from M6 Motorway (Junction 6).

Accommodation:**Ground Floor**

UPVC double glazed porch, Reception Hall, Secondary Entrance Hall with Toilet having WC, Store Room: 1.86m x 1.8m, Kitchen: 3.99m x 2.83m with range of fitted units, Front Reception Room: 3.79m x 3.03m, Rear Reception Room: 3.77m x 4.05m.

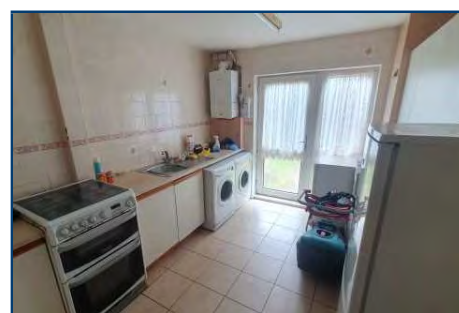
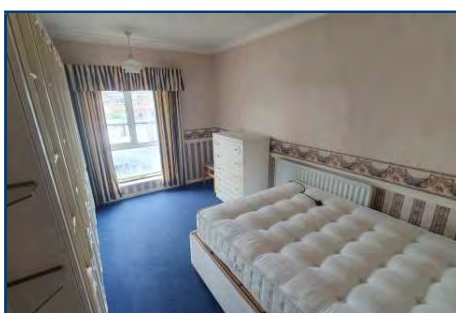
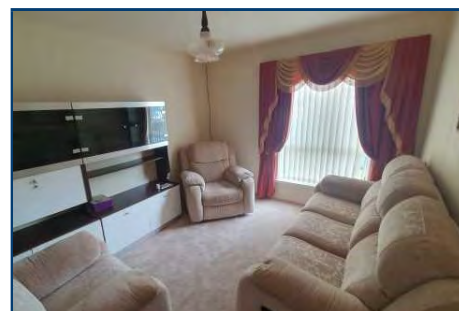
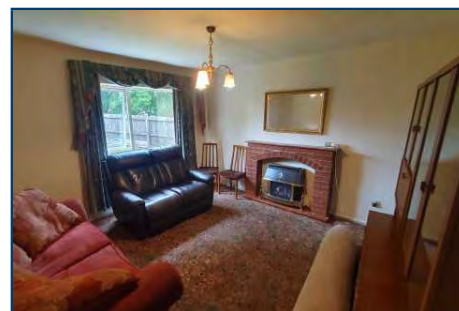
First Floor

Stairs and Landing, Bedroom One: 4.05m x 2.9m, Bedroom Two: 3.55m x 2.87m, Bedroom Three: 3.81m x 3.06m, Bedroom Four: 3.79m x 1.98m. Wet Room: 2.61m x 1.96m with shower, pedestal wash basin, WC.

Outside:

Front: Lawned foregarden.

Rear: Paved yard and lawned garden.



LOT 9

Freehold Vacant Semi Detached House Converted into Two Flats

*Guide Price: £118,000 - £128,000 (+Fees)

13 & 13A Walsall Road, Willenhall, West Midlands, WV13 2EG



Property Description:

A semi detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having been converted to provide two separate one bedroom flats. Both flats benefit from having UPVC double glazing, gas fired central heating (both being separately metered) and are offered for sale in presentable condition. The property is located on Walsall Road close to the Junction with Mill Street.

Accommodation:

Ground Floor Flat Reception Hall, Bedroom (4.56m x 4.24m) Lounge (4.48m x 3.80m) Kitchen (3.20m x 2.74m) Shower Room having shower cubicle, wash basin and WC.

First Floor Flat Having separate entrance, Stairs, First Floor Lounge (4.41m x 3.46m) Kitchen (3.73m x 2.40m) Bathroom having panelled bath with separate shower cubicle, wash basin and WC.

Second Floor

Bedroom (5.30m x 3.26m).

Outside: Front: Walled foregarden.

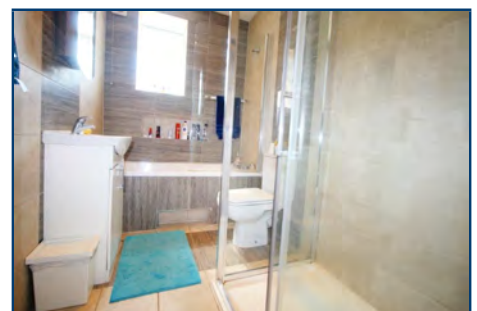
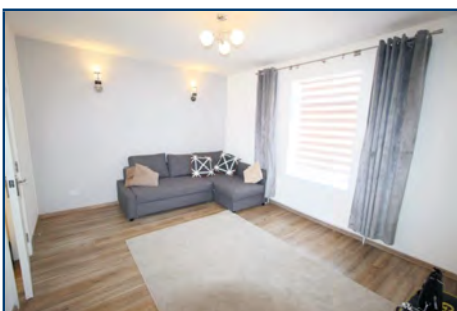
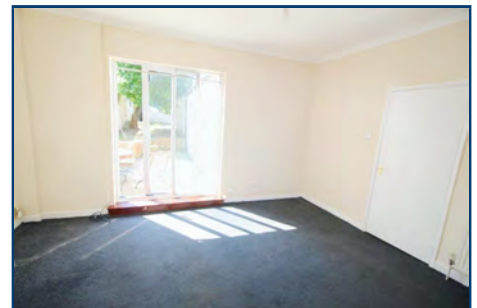
Outside: Rear: Paved patio area and garage (accessed off Mill Street).

Council Tax Band A

EPC Rating D

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

Viewings: Refer to Viewing Schedule Online



LOT 10
Freehold Four Bedroom Semi-Detached House in Well Regarded Area

*Guide Price: £360,000 - £380,000 (+Fees)

95 Bournbrook Road, Selly Park, Birmingham, West Midlands, B29 7BX

Property Description:

A traditional two storey semi-detached dwelling constructed circa. 1930s of partly rendered brick wall construction, predominately surmounted by a pitched clay tile roof, having a single storey rear extension but in need of modernisation and improvement throughout. The property occupies a large plot with long garden which includes part of a small lake/pond and provides well laid out accommodation including 3 reception rooms, 4 bedrooms, integral garage and benefits from majority UPVC double glazed windows and gas fired central heating.

The property is perfectly suited as a family dwelling house or a student let and may provide scope for further rear extension works subject to planning consent.

The property falls within the Selly Park Conservation Area, forming part of the prime student letting area due to its close proximity to University of Birmingham being within walking distance (approx. 0.4 miles) and in addition is conveniently situated approximately 0.4 miles from Selly Oak Train Station, 1.1 miles from Queen Elizabeth Hospital and 3.4 miles from Birmingham City Centre.

Accommodation:
Ground Floor

Hallway, Front Reception Room (3.65m x 3.35m excluding bay), Rear Reception Room (4.11m x 3.32m), Breakfast Room (3.35m x 2.46m), Kitchen (3.22m x 2.39m, Side Lobby, Shower Room with W.C, Garage (5.14m x 2.29m max).

First Floor

Stairs and Landing, Bedroom One (4.28m x 3.32m), Bedroom Two (3.65m x 3.34m excluding bay), Bedroom Three (4.06m x 2.38m),

Bedroom Four (2.51m x 2.44m), Modern Shower Room with WC.

Outside:

Front – Garden and driveway.

Rear – Garden and access to feature nature pond.

Plot Size: 924 sq. metres (0.23 acres) approx.

Council Tax Band E

EPC Rating D

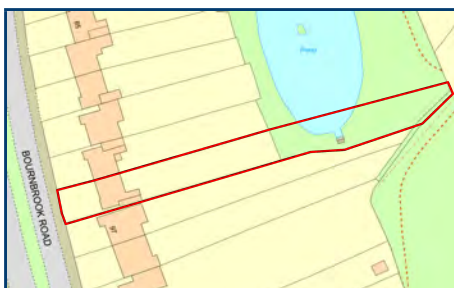
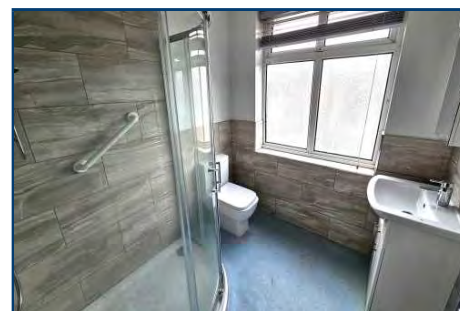
Legal Documents

Available at www.cottons.co.uk

Viewings

Refer to Viewing Schedule Online

Completion Date: 56 days from exchange of contracts or earlier by mutual agreement.



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



LOT 11

Freehold Vacant Possession (Five Self Contained Flats) *Guide Price: £500,000 - £560,000 (+Fees)

61 Lonsdale Road, Harborne, Birmingham, West Midlands, B17 9QX



Property Description:

A three storey mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide 5 well laid out self-contained flats all being separately metered and benefitting from majority UPVC double glazing and electric heating. Lonsdale road is located between Lordwood Road and Wentworth Road and the property is conveniently within walking distance from Harborne High Street which provide access to a range of retail amenities, bars and restaurants.

Accommodation:

Ground Floor

Communal Hallway with access to Basement.

Flat 1 Entrance Hallway, Lounge/Kitchen (4.46 x 3.94m), Bedroom (4.52 x 4.17m), and Shower room having shower cubicle, wash basin and wc (1.36 x 1.90m).

Flat 5 Entrance Hallway, Lounge (3.30 x 5.07m), Bedroom (2.61 x 3.39m), Kitchen (1.97 x 1.68m) and Bathroom having panel bath, wash basin and wc (2.47 x 1.66m)

First Floor

Flat 3 Entrance Hallway, Lounge/Bedroom (4.50 x 4.22m), Kitchen (2.81 x 2.76m) and Bathroom having panel bath, wash basin and wc (1.74 x 1.82m).

Flat 2 Entrance Hallway, Lounge/Bedroom (4.42 x 3.84m), Kitchen (1.71 x 4.38m), and Bathroom having panel bath, wash basin and wc (1.69 x 1.43m).

Second Floor

Flat 4 Entrance Hallway, Lounge/Bedroom (4.94 x 6.26m), Kitchen (2.54 x 1.80m), and Bathroom having panel bath, wash basin and wc (2.23 x 1.83).

Outside:

Front Walled Foregarden

Rear Communal gardens

Council Tax Band Flat 1-5, A

EPC Rating

Flat 1, 3 & 4 : E

Flats 2 & 5: D

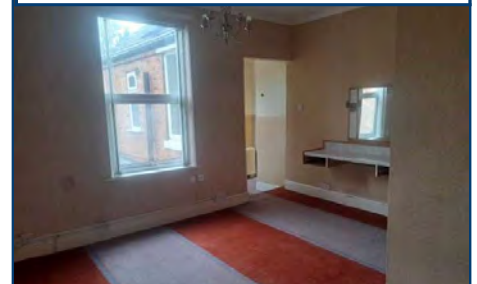
Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233

Flat 1



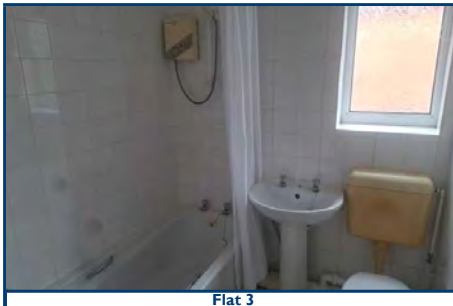
Flat 3



Flat 3



Flat 3



Flat 4



LOT 12

Freehold Investment inc. Presentable Duplex Maisonette - Rent £11,940 p.a.
 *Guide Price: £120,000 - £130,000 (+Fees)

357 Hagley Road, Edgbaston, Birmingham, West Midlands, B17 8DL


Property Description:

A freehold investment comprising of a substantial three storey mid terraced property forming part of a neighbourhood parade set back behind a forecourt and situated prominently fronting Hagley Road (A456).

The property comprises of a ground floor retail unit which is subject to a long leasehold interest for a term of 999 years along with a large well laid out duplex maisonette located to the first and second floors. The maisonette benefits from private access to both the front and rear, UPVC double glazed windows, gas fired central heating, parking space and offers extensive well laid out accommodation with large open plan living area, two bedrooms and is in a presentable and well maintained condition.

Hagley Road comprises of one of the main arterial routes leading into Birmingham City Centre and forms part of a predominantly residential area.

Tenancy Information

357 Hagley Road (Ground Floor Retail Shop & Basement): Subject to a long lease for a term: 999 years from 29th September 1985 at a peppercorn ground rent.

357A Hagley Road (Duplex Maisonette) Let on an Assured Shorthold Tenancy at a rental of £995 PCM (£11,940 per annum)

Note The flat is let on a furnished basis and the contents which will be included are listed in the inventory contained within the legal documents.

Accommodation

357 Hagley Road (Ground Floor & Basement)
 Not Applicable.

357A Hagley Road

Ground Floor: Shared Front Entrance Hall, Private Hallway and Stairs to first floor.

First Floor

Open Plan Living Room, Dining Area and Kitchen: 8.99m x 6.57m plus 3.28m x 2.71m with laminated floor, range of modern kitchen units, Rear Entrance Hall and Utility Cupboard.

Second Floor

Stairs and Landing: Bedroom One: 6.65m x 3.69m with Large Bay Window and including Walk in Dressing Room, Bedroom Two: 4.54m x 3.72m, Bathroom: 2.73m x 1.8m with panelled bath having electric shower over, pedestal wash basin, WC.

Outside:

Rear: Stair access to Rear Car Parking Space.

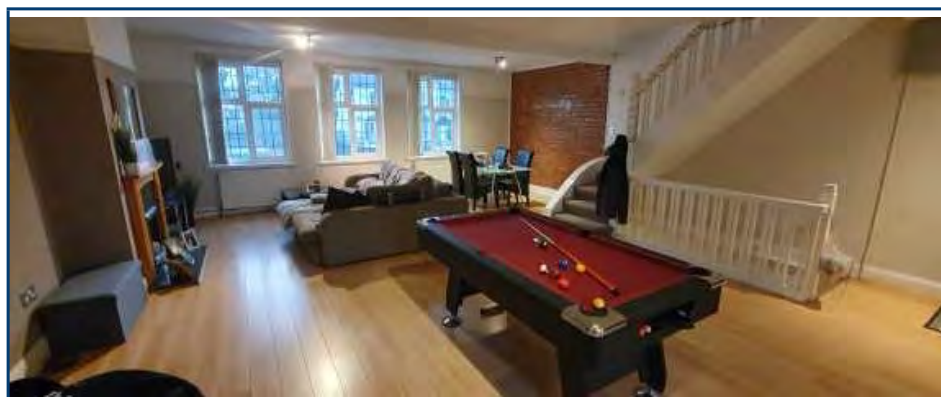
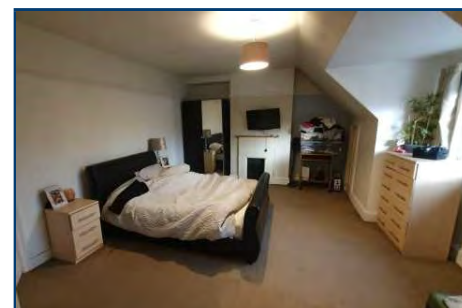
EPC Rating: E

Council Tax Band B

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 13

Freehold Vacant Mid-Terraced Property

*Guide Price: £158,000 - £168,000 (+Fees)

14 Albert Road, Halesowen, West Midlands B63 4SW

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden.

The property benefits from having UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout.

Albert Road is located off both Hagley Road and Elizabeth Road and the property is within approximately a mile and a ½ from Halesowen Town Centre which provides a wide range of shops and amenities

Viewings – Via Cottons – 0121 247 2233

Accommodation:

Ground Floor

Lounge: (3.65x3.62m), Kitch/Diner: (3.63x3.57m), Stairs

First Floor

Landing, Bedroom 1: (3.66x3.64m), Bedroom 2: (3.66x2.11m), Shower Room having shower cubicle, wash basin and WC: (2.74x1.37m)

Outside:

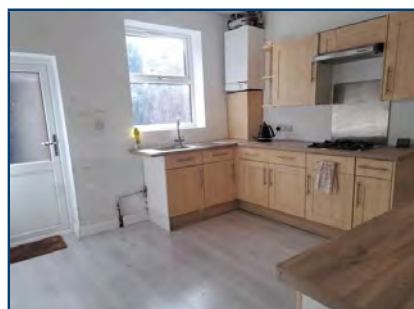
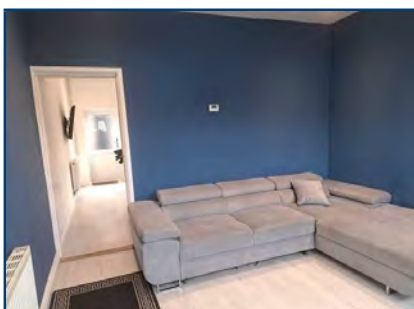
Front: Walled foregarden

Rear: Patio area, lawned garden and brick built store

Council Tax Band – B

EPC Rating – D

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



LOT 14

Freehold Investment - End Terraced House with Two/Three Bedrooms

*Guide Price: £100,000 - PLUS (+Fees)

By Instruction of the Joint LPA Receivers

168 Humber Avenue, Coventry, West Midlands CV1 2AR

Property Description:

A traditional end terraced house of two storey brick construction, surmounted by a pitched tile clad roof from UPVC double glazed windows and gas fired central heating. Humber Avenue leads directly off St Georges Road and forms part of a traditional residential area popular for student lettings and conveniently located within ½ mile to the East of Coventry City Centre.

The property is currently let on a company tenancy at a rental of £975 p.c.m (£11,700 per annum).

Accommodation:

Ground Floor

Reception Hall, Front Reception Room/Bedroom Three: 3.38m x 2.35m, Lounge: 3.70m x 3.59m, Kitchen: 3.23m x 2.15m, Bathroom: 2.18m x 1.51m with panelled bath having shower over, pedestal wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 3.57m x 3.38m, Bedroom Two: 3.71m x 3.60m.

Outside:

Front: Walled foregarden.
Rear: Yard and Garden.

Council Tax Band: A

EPC Rating: E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 15

Freehold Investment - End Terrace House with Two Bedrooms

*Guide Price: £100,000 - PLUS (+Fees)

By Instruction of the Joint LPA Receivers

41 Northfield Road, Coventry, West Midlands CV1 2BS

Property Description:

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

Northfield Road leads directly off St Georges Road and forms part of a traditional residential area popular with student lettings and conveniently located approximately ½ mile to the East of Coventry City Centre.

The property is currently let on Assured Shorthold Tenancy at a rental of £725 per calendar month (£8,700 per annum). (Whilst the tenancy agreement states the rent is £675pcm the tenant has verbally confirmed they pay £725 p.c.m.)

Accommodation:

Ground Floor

Lounge: 3.41m x 3.4m, Dining Room: 3.59m x 3.41m, Kitchen: 3.71m x 2.08m, Bathroom: 3.07m x 1.95m with corner bath, having shower over, wash basin and WC.

First Floor

Stairs and Landing, Bedroom One: 3.43m x 3.4m, Bedroom Two: 3.60m x 3.4m.

Outside:

Front: Walled foregarden.
Rear: Yard and Garden.

Council Tax Band: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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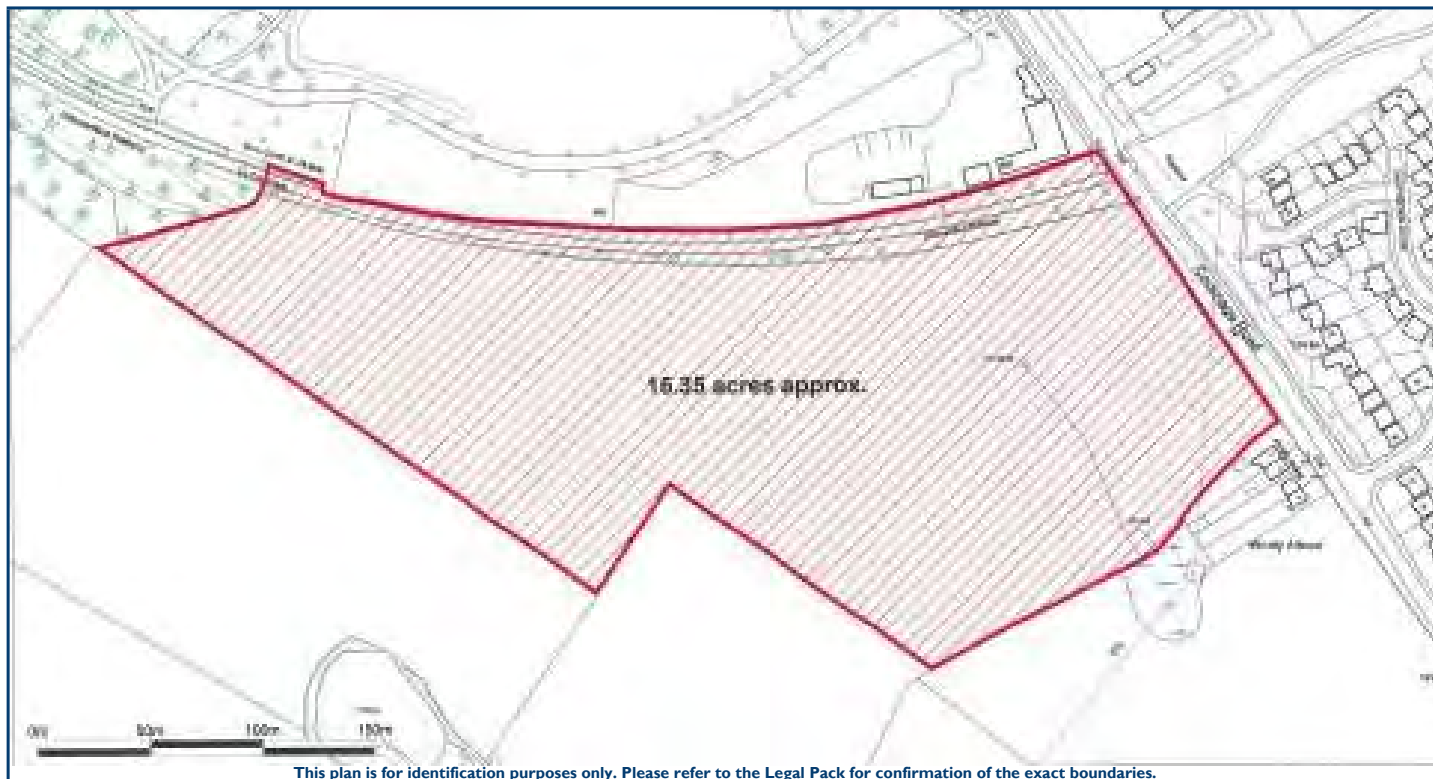
LOT 16

Freehold Grazing Land subject to a Farm Business Tenancy (16.35 acres)

*Guide Price: £120,000 - £130,000 Plus 20% VAT (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets

Land on West Side Cocknage Road, Stoke-on-Trent, City of Stoke-on-Trent, ST3 4AZ



Property Description:

A parcel of freehold grazing land irregular in shape fronting Cocknage Road to the North East boundary and extending to an area of 16.5 acres (6.7 hectares) approximately.

The land is bordered to the North by a belt of mature trees and vegetation which also includes a disused railway track and is situated adjacent to Queens Park on the edge of the residential conurbation and suburb of Dresden. The land is bordered to the South and West by open farm land.

Cocknage Road leads via Queens Park Avenue off Trentham Road (A5035) which in turn provides access to the A50 dual carriageway which connects Stoke on Trent with the M6 Motorway along with the city of Derby located to the East.

Planning Status

The land is located within the green belt and whilst it may be suitable for alternative leisure and other uses, all interested parties are recommended to make any enquiries with the local planning department prior to bidding.

Tenancy Information

The grazing land extending to 14.8 acres (excluding disused railway track) is let to a single tenant by way of a Farm Business Tenancy for a term of 12 months from 1st April 2024 which expired 31st March 2025 producing a total rental income of £400 per annum.

Notes:

1. All interested parties should refer to the legal documents, in particular the Land Registry Title documents and plans for confirmation of the size and extent of site.
2. The Postcode is for Identification only
3. Completion will be 21 days following exchange of contracts.

Legal Documents

Available at www.cottons.co.uk

Viewings External Only.

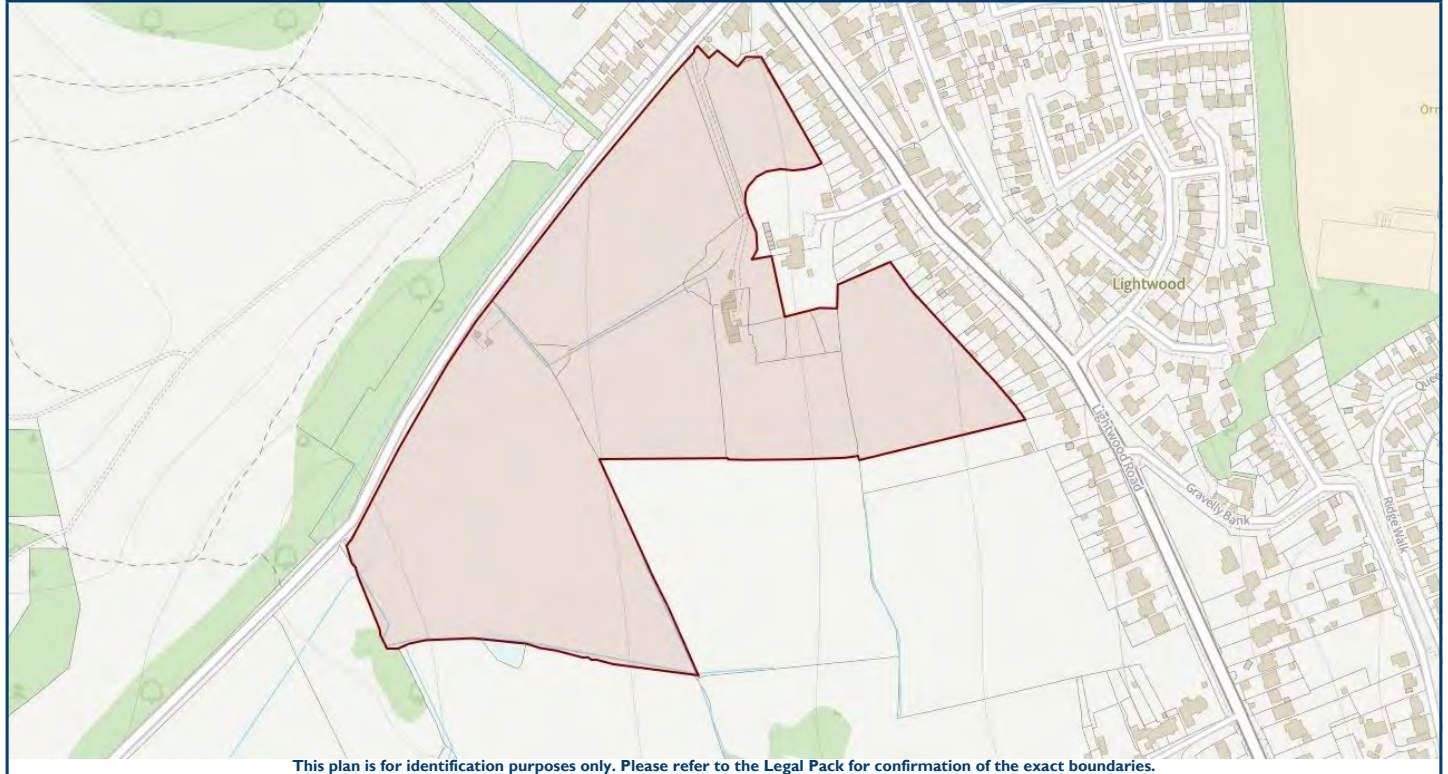


LOT 17

Freehold Grazing Land subject to Two Grazing Licences (23.40 acres)
 *Guide Price: £160,00 - £175,000 Plus 20% VAT (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets

Land on East Side of Woodpark Lane, Longton, Stoke-on-Trent, Staffordshire, ST3 4AD



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

Property Description:

A parcel of freehold agricultural land irregular in shape and extended to a total area of 23.40 acres (9.469 hectares).

The land is located to the South East of Woodpark Lane mid way between Meir and Longton, approximately 6¼ miles South East of Hanley and with good access to the A50 dual carriageway lying approximately 1¼ miles to the North.

The land is located on edge of the residential suburb of Lightwood surrounded to the South by agricultural land and open countryside. The land is currently sub-divided into two separate parcels let on grazing licences as Pony Paddocks and each grazing parcel is accessed by separate gated entrance off Woodpark Lane.

Parcel One - Land Area: 14.15 acres (5.87 hectares): Let on a grazing licence from 1st April 2024 until 31st March 2025 at a rental of £1,200 per annum.

Parcel Two - Land Area: 9 acres (3.64 hectares): Let on a grazing licence from 1st April 2024 until 31st March 2025 at a rental of £800 per annum.

Planning Status

The land is located within the green belt and whilst it may be suitable for alternative leisure and other uses, all interested parties are recommended to make any enquiries with the local planning department prior to bidding.

Notes:

1. All interested parties should refer to the legal documents, in particular the Land Registry Title documents and plans for confirmation of the size and extent of site.
2. The Postcode is for Identification only
3. Completion will be 21 days following exchange of contracts.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only



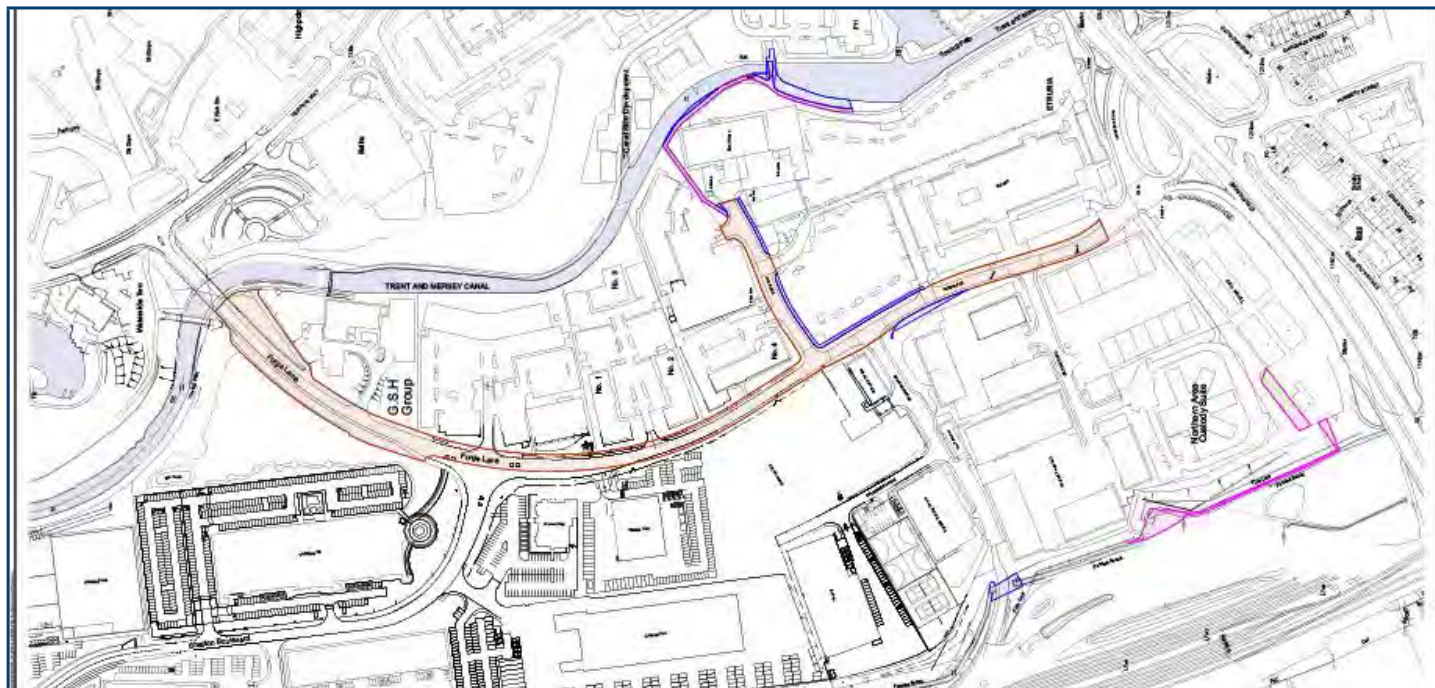
LOT 18

Six Parcels of Freehold Land, adopted highways and a public bridge.

***Guide Price: £1,000 - £2,000 Plus 20% VAT (+Fees)**

By Instruction of St Modwen PLC who are Disposing of Surplus Assets

Land at Forge Lane, Media Way & Pavillion Drive, Stoke-on-Trent, Staffordshire, ST1 5DB



Property Description:

A disposal of 6 parcels of surplus land located in and around Forge Lane and Media Way being an area which has been substantially redeveloped by St Modwen PLC and comprising a modern business park.

The parcels are contained within five Land Registry Titles namely land held on Title Numbers SF529098, SF502765 (Part of Title Only), SF497022, SF378106 and SF360198 and include a collection of land parcels, adopted highways and a public bridge comprising of:

Parcel A – A section of yard area to the rear of trading premises known as S Keeling Timber and Co Ltd, located off Forge Lane.

Parcel B – An elongated strip of overgrown wooded land along the eastern edge of Fowlea Brook but including a section of the brook and located to the west of Festival Trade Park.

Parcel C – A parcel of rectangular shaped land including a bridge over Fowlea Brook located off Festival Trade Park.

Parcel D – Two roads known as Forge Lane (adopted) and Media Way (in the process of being adopted) with various footpaths and verge areas being partially wooded.

Parcel E – A footpath leading from the Eastern

section of Media Way extending along the west of the Trent and Mersey Canal and including a verge area and public footbridge linking to Marina Way. Parcel F - A parcel of land adjacent to Morrisons Superstore overlooking the traffic roundabout at the junction of Pavillion Drive and Greyhound Way

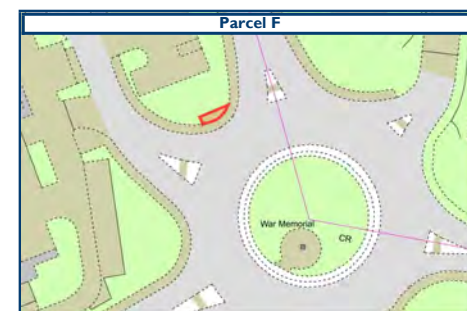
Notes:

1. All interested parties should refer to the legal documents, in particular the Land Registry Title documents and plans for confirmation of the size and extent of the land along with any third party rights of way.
2. The Postcode is for Identification only.
3. Completion will be 21 days following exchange of contracts.

Legal Documents

Available at www.cottons.co.uk

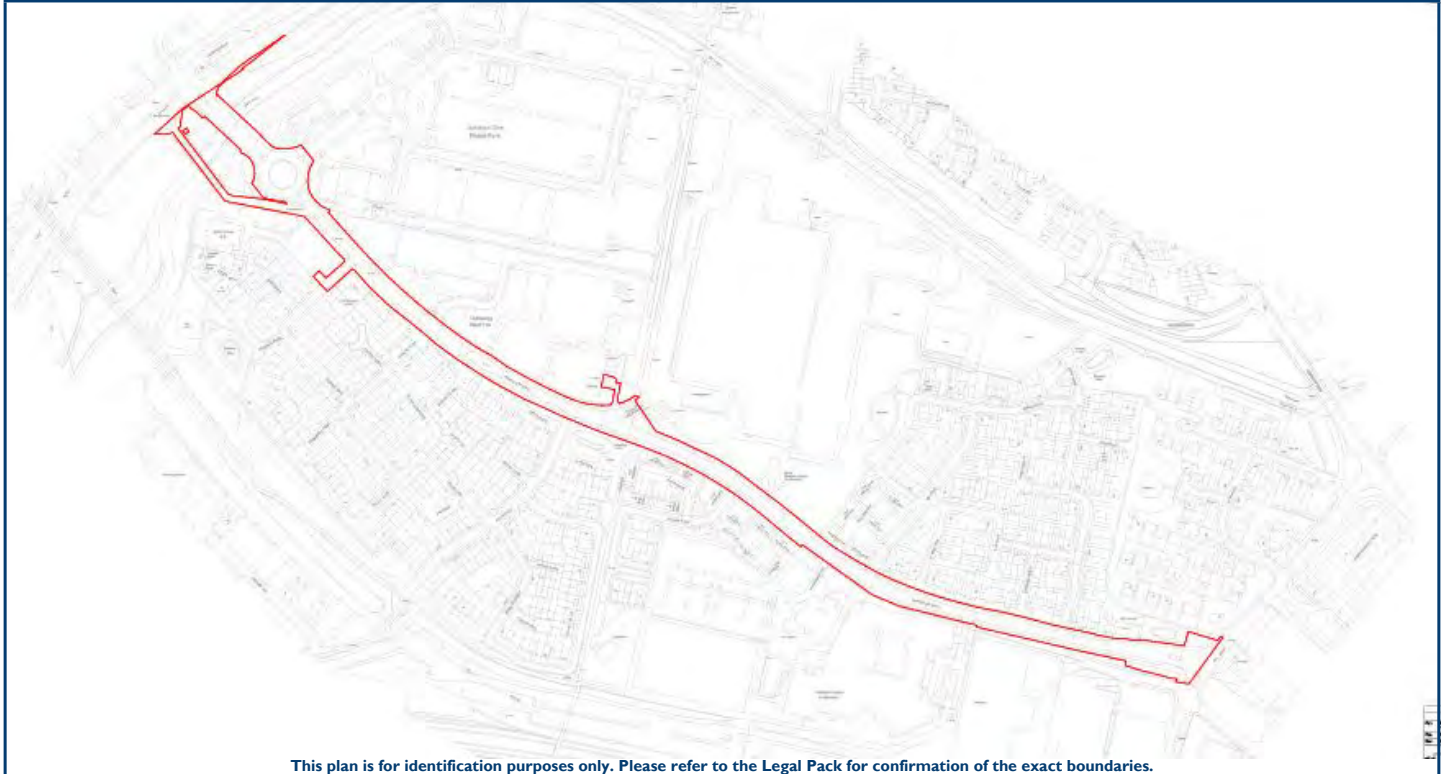
Viewings External Only.



LOT 19

Freehold Land comprising of a Roadway with Verge Areas & Sub Station
 *Guide Price: £500 - £1,000 Plus 20% VAT (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets
Land at Technology Drive, Rugby, Warwickshire, CV21 1PE



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

Property Description:

A parcel of freehold land comprising of a tarmacadam road known as Technology Drive (which is in the process of being adopted), several areas of verge, a disused road, sub station along and public footpaths which are present in the Western area of the site running in a North West to South East direction and also in the centre of the site running between the retail park and the GE Energy Buildings.

Technology Drive forms part of a re-developed area which was undertaken by St Modwen PLC and the area around Technology Park includes several modern housing estates, Rugby College, a retail park with various restaurants and some industrial buildings.

Technology Drive leads off Leicester Road (A426) which provides access to the M6 motorway (Jnc. 1) in the north and Rugby town centre in the south.

Notes:

1. All interested parties should refer to the Legal Documents in particular the Land Registry Title Document and Plans which detail the full extent of the road and land being sold along with any third party rights over. The catalogue plan is for identification purposes only.
2. The Postcode is for Identification only
3. Completion will be 21 days following exchange of contracts.

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

Viewings: External Only



LOT 20
Freehold Commercial Land Subject to a Long Leasehold Interest

*Guide Price: £500 - £1,000 Plus 20% VAT (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets
Unit 1, Plot 3 Hilton Business Park, Lowman Way, Hilton, Derby, Derbyshire DE65 5UR
Property Description:

Parcel of Freehold Land Roughly Rectangular in Shape Extending to an area of 4.1 acres (1.65 hectares) approximately and currently occupied by a Motor Car Retail business on a long leasehold interest for a term of 999 years. In addition the land includes some verge areas.

The property sits to the north of Lowman Way in a mixed residential and commercial area which has undergone substantial re-development by St Modwen Plc and Lowman Way leads directly off The Mease and forms part of the village of Hilton which is situated immediately off the Derby Southern Bypass (A50).

Notes:

1. All interested parties should refer to the legal documents, in particular the Land Registry Title documents and plans for confirmation of the long leasehold details, size and extent of site.
2. The Postcode is for Identification only
3. Completion will be 21 days following exchange of contracts.

Legal Documents

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LOT 21

Freehold Investment Opportunity - 3 Self Contained Flats (Rent £36,420 pa)
 *Guide Price: £360,000 - £400,000 (+Fees)

33 Sandon Road, Birmingham, West Midlands, B17 8DR



Property Description:

A substantial investment opportunity comprising of a three storey semi-detached property having been converted to provide 3 well laid out self-contained flats (2 x Three Double Bedroom and 1 x One Double Bedroom) all being separately metered and benefitting from UPVC double glazing and gas fired central heating. The property is located on Sandon Road close to the junction with Hagley Road which is approximately within 1.5 miles distance from Birmingham City Centre. All of the flats are currently let producing a total current rental of £36,420 per annum.

Schedule of Tenancies

All flats are let on Assured Shorthold Tenancies:

29 Sandon Road.

Flat 1 £1,260 pcm (£15,120 per annum)

Flat 2 £1,100 pcm (£13,200 per annum)

Flat 3 £675 pcm (£8,100 per annum)

Total Current Rental Income: £3,035 pcm (£36,420 per annum)

Accommodation:

Ground Floor

Flat 1 Entrance Hallway, Lounge (5.65 x 4.44m), Shower Room (1.16 x 2.63m) having shower, wash basin and wc, Dressing Area, Bedroom 1 (3.20 x 3.83m), Kitchen (3.55 x 3.00m), Bedroom 2 (3.49 x 2.71m), Bathroom (1.75 x 1.85m) having panel bath, wash basin and wc, Bed 3 (3.44 x 2.59m).

First Floor

Flat 2 Entrance Hallway, Lounge (4.10 x 3.84m), Kitchen (2.72 x 3.64m), Bedroom 1 (4.06 x 3.43m), Shower Room (2.27 x 1.88m) having shower, wash basin and wc, Bedroom 2 (2.77 x 2.39m), Bedroom 3 (2.94 x 3.04m)

and Bathroom (2.02 x 1.84m) having panel bath, wash basin and wc. room 3 (3.44 x 2.59m).

Second Floor

Flat 3 Entrance Hallway/Study Area, Lounge/Kitchen (4.83 x 3.81m), Bedroom (4.07 x 3.84m), and Shower Room (2.49 x 1.92m) having shower, wash basin and wc

Outside:

Front Forecourt providing off road parking.

Rear Communal gardens

Council Tax Band

Flat 1 B

Flat 2 A

Flat 3 A

EPC Rating

Flat 1 D

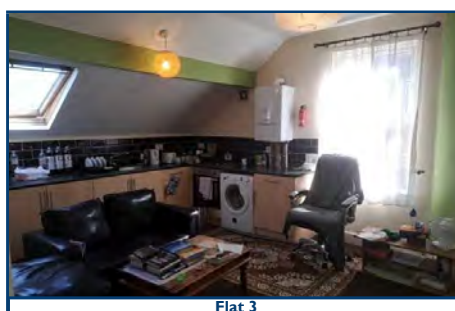
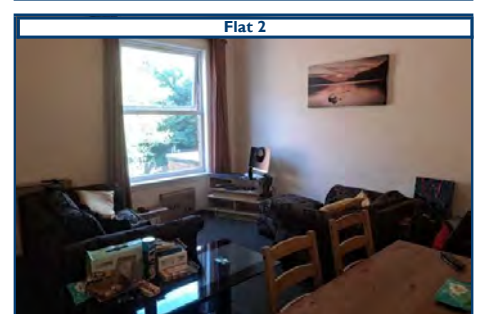
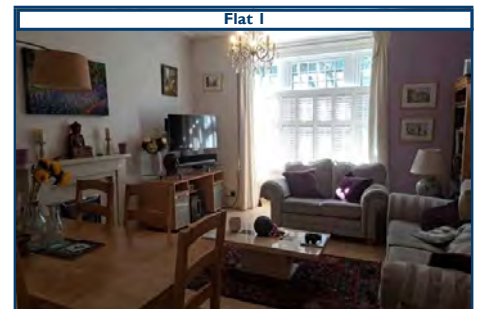
Flat 2 C

Flat 3 C

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



Flat 3

LOT 22**Freehold Investment, Mid Terrace House, HMO, Rent £44,252 pa.*****Guide Price: £360,000 - £390,000 (+Fees)****7 The Avenue, Acocks Green, Birmingham, West Midlands, B27 6NG****Property Description:**

A three storey mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has a HMO licence granted by Birmingham City Council (Ref: R21002 and dated 31/07/2024) for 7 households or 10 persons. Four of the rooms have individual Kitchen areas and share a communal shower room and 3 rooms have individual shower rooms and kitchen areas. The property benefits from UPVC double glazing and gas heating. The avenue is located off Yardley road and within walking distance to Acocks Green Train Station and the property is within a mile distance to the main shopping area of Acocks Green. The property is fully let and produces a rental of £44,252 per annum, a schedule of tenancies are detailed below:

Schedule of Tenancies:

Room 1 £98pw, Room 2 £98pw
 Room 3 £150pw, Room 4 £138pw
 Room 5 £110pw, Room 6 £97pw
 Room 7 £160pw

Total Rental:Total Rental £851pw (£44,252pa)**Accommodation:****Ground Floor:**

Room 1 (5.09 x 4.00m), Room 2 (3.90 x 3.46m), Room 3 having Lounge/Bedroom with Shower room (3.64 x 3.27m), Kitchen/Diner (3.83 x 3.29m), Inner Lobby and WC.

First Floor:

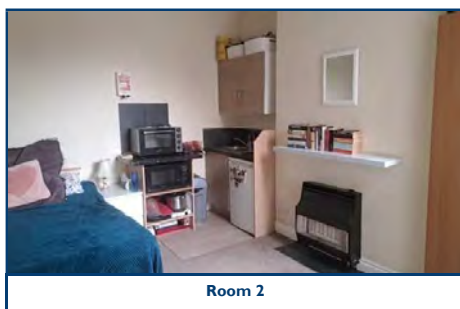
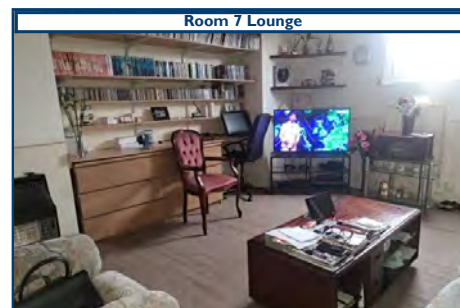
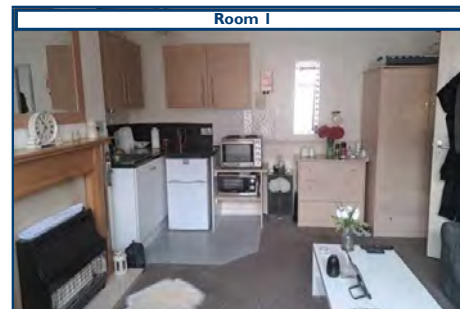
Room 4 (4.16 x 6.02m) with Shower Room having shower cubicle, wash basin and wc (2.45 x 0.90m). Room 6 (4.29 x 3.25m), Room 5 (4.10 x 4.07m), Communal Shower Room having shower cubicle, wash basin and wc

Second Floor:

Room 7 having Lounge (4.59 x 4.10m), Kitchen (2.46 x 1.79m), Bedroom (5.80 x 1.66m), Bathroom having panel bath, wash basin and wc (1.84 x 1.62m).

Outside:**Front:** Walled Foregarden**Rear:** Lawned Garden.**Council Tax Band – C. EPC Rating – C.**

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

Viewings – Via Cottons – 0121 247 2233

Room 2



Room 5



LOT 23

Leasehold Vacant Three Bedroom House

*Guide Price: £68,000 - £78,000 (+Fees)

2 Merton Close, Oldbury, West Midlands B68 8NG

Property Description:

A three storey, three bedroom end terrace property of brick construction set back from the road behind a lawned foregarden and driveway giving access to garage and providing secure off road parking. The property require complete modernisation, repair and improvement. Merton Close is a cul-de-sac located off pound road.

Accommodation:

Ground Floor:

Entrance Hallway, Bedroom 1 (3.65 x 2.63m), WC, Garage (6.49 x 4.64m).

First Floor: Lounge (6.81 x 3.64m), Kitchen (2.44 x 3.76m).

Second Floor:

Bedroom 2 (3.63 x 3.01m), Bedroom 3 (3.64 x 3.06m), Bathroom having bath, wash basin and wc (2.05 x 1.69m).

Outside:

Front: Lawned foregarden and driveway giving access to garage

Rear: Lawned garden

Leasehold Information:

Term: 99 years from 25 March 1965

Rent: £25

Service Charge: Refer to Legal Pack

Council Tax Band B

EPC Rating Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Refer to Viewing Schedule at www.cottons.co.uk



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

LOT 24

Freehold Residential Building Plot - Consent for a Detached Bungalow

*Guide Price: £59,000 - £69,000 (+Fees)

Land r/o 374 Cemetery Road, West Chads Moor, Cannock, Staffordshire WS11 4AY

Property Description:

A parcel of freehold land rectangular in shape and situated to the rear of 374 - 376 Cemetery Road and accessed from the car park serving the adjacent property known as Ashtree Court.

The land is made up of four individual Title No's: SF366692, SF488834, SF384787, SF483761 and in addition access to the site from the adjacent Ashtree Court is secured via a freehold parcel of Land Title No: SF429183.

Cemetery Road forms part of an established residential area and runs directly between Stafford Road (A34) and Pye Green Road approximately 1 mile to the North of Cannock Town Centre.

Planning

Planning consent was granted by Cannock Chase District Council (Ref: CH24/133) and dated 9 July 2024 for the erection of a detached bungalow containing the following proposed accommodation:

Proposed Accommodation

Ground Floor: Reception Hall, Lounge/Dining Room, Kitchen, Two Double Bedrooms, Family Bathroom.

Outside: Gardens to front and rear and off road parking.

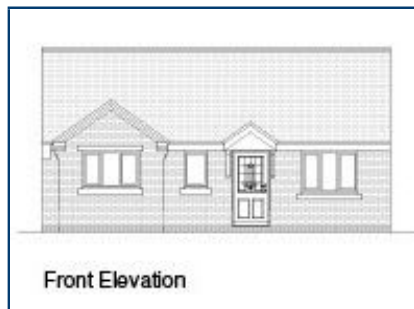
Legal Documents

Available at www.cottons.co.uk

Viewings External Only



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



Boot & Son
Chartered Surveyors Est 1919

LOT 25
Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £280,000 - £310,000 (+Fees)

14 Wheats Avenue, Harborne, Birmingham, West Midlands, B17 0RJ

Property Description:

A semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking and access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Wheats Avenue is located off Quinton Road which in turn can be found off Northfield Road. The property is approximately three quarters of a mile from Harborne High Street which provides a wide range of shops and amenities.

Outside:

Front: Lawned garden and driveway allowing for off

road parking and access to garage

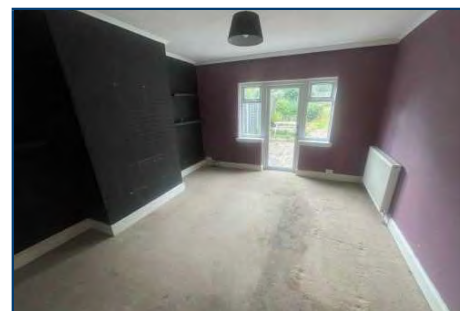
Rear: Patio area and lawned garden

Council Tax Band – D

EPC Rating – E

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

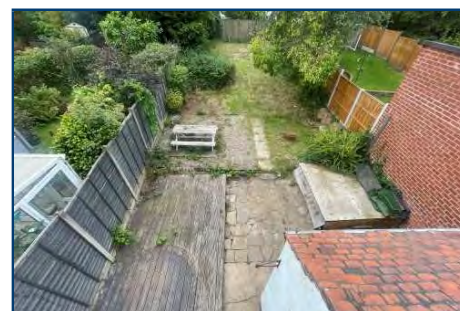
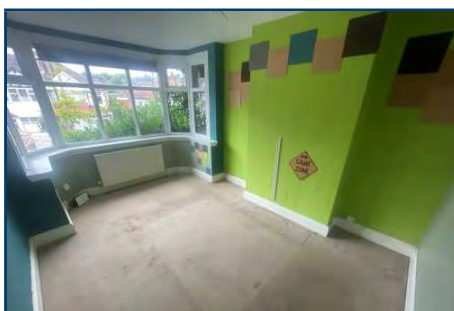
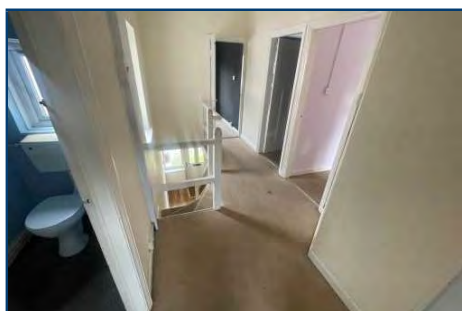
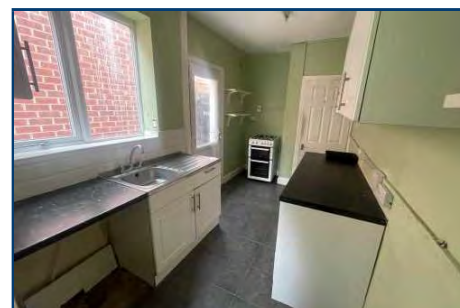
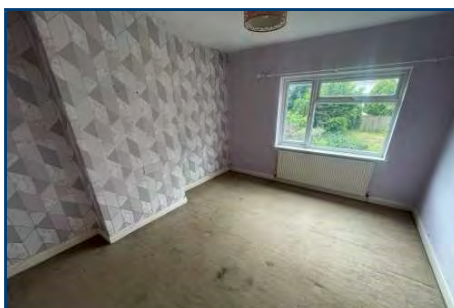
Viewings – Via Cottons – 0121 247 2233


Accommodation:
Ground Floor

Entrance Hallway, Lounge: (4.58x3.15m), Dining Room: (4.56x3.92m), Kitchen: (3.92x2.05m), Store: (0.84x1.37m)

First Floor

Landing, Bedroom 1: (5.18x3.08m), Bedroom 2 (2.14x1.86m), Bedroom 3: (3.99x3.55m), Bathroom having panelled bath, wash basin: (1.84x2.48m), W.C: (2.01x1.00m)



LOT 26

Freehold Part Investment Part Vacant (5 Dwelling Houses) *Guide Price: £320,000 - £360,000 (+Fees)

United House Coppice Lane, Brownhills, Walsall, West Midlands, WS8 7JN



Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road and set in a plot extending to approximately 0.24 acres. The property was previously a chapel that has been formally converted to provide five dwellinghouses 2 x 1 bedrooms, 2 x 2 bedrooms and 1 x 3 bedroom. The property benefits from having many original features alongside UPVC double glazing, gas fired central heating, car parking area and communal gardens. The property is located on Coppice Lane close to the junction with Chester Road North (A452) and the property is within approximately half a miles distance to the main shopping High Street located in Brownhills.

Schedule of Tenancies

We are informed by the owner that some of the let dwellings have not had a rent review for some time and therefore may well be rented below market value. A schedule of tenancies are detailed below:

No 1 - Vacant

No 2 - Vacant

No 3 - Let on an AST Agreement £500 pcm (£6,000 per annum)

No 4 - Let on an AST Agreement £475 pcm (£5,700 per annum)

No 5 - Let on an AST Agreement £400 pcm (£4,800, per annum)

Current Total Rental Income- £16,500 per annum

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233

Accommodation:

No 1: Ground Floor Communal Entrance, Hallway, Lounge/Kitchen: (4.43x3.00m), Stairs, **First Floor** Bedroom: (3.06x3.07m), Bathroom having panelled bath, wash basin and WC: (1.51x2.04m)

No 2: Ground Floor Communal Entrance, Hallway, Lounge/Kitchen: (4.43x3.00m), Stairs, **First Floor** Bedroom: (3.06x3.07m), Bathroom having panelled bath, wash basin and WC: (1.51x2.04m)

No 3: Ground Floor Entrance Hallway, Kitchen: (3.08x2.18m), Lounge, (3.96x3.03m), Stairs, **First Floor** Landing, Bedroom 1: (3.05x3.01m), Bedroom 2: (1.63x3.02m), Bathroom: having panelled bath, wash basin and WC: (1.33x2.15m)

No 4: Ground Floor Entrance Hallway, Kitchen: (3.08x2.18m), Lounge, (3.96x3.03m), Stairs, **First Floor** Landing, Bedroom 1: (3.05x3.01m), Bedroom 2: (1.63x3.02m), Bathroom: having panelled bath, wash basin and WC: (1.33x2.15m)

No 5:

Please note the Auctioneers have not inspected this property but we understand from the owner and planning that it contains the following accommodation:

Ground Floor Entrance Hallway, Lounge, Kitchen, Stairs,

First Floor Bedroom 1 - 3 and Bathroom having panelled bath, wash basin and WC

Outside: Communal Parking Area and communal lawned gardens

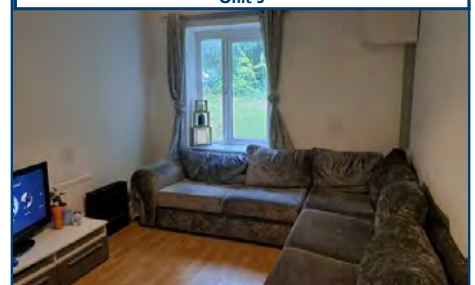
Council Tax Band – Units 1, 2, 3, 4, & 5 - A

EPC Rating – Units 1, 2 - E, Units 3, 5 - C, Unit 4 - C

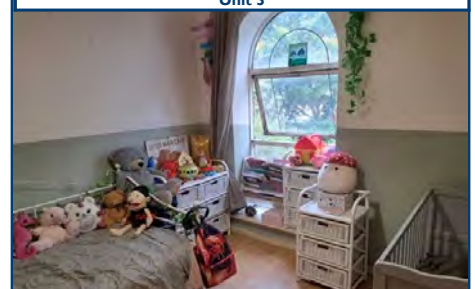
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries



Unit 3



Unit 3



LOT 27

Freehold Office Investment with Car Park (Current Rental £22,843 p.a.).
 *Guide Price: £200,000 - £230,000 (+Fees)

193 Wolverhampton Street, Dudley, West Midlands, DY1 1DU


Property Description:

A substantial Grade II Listed Period built property of brick construction with part rendered elevations and pitched roof offering accommodation over four floors and currently converted into a range of office suites.

The property is accessed directly from Wolverhampton Street via a communal entrance hall and further benefits from a car park with 14 spaces located to the rear and accessed from Parson's Street.

Wolverhampton Street (B4176) contains a variety of commercial premises and the property is within a short walk from Dudley Town Centre, located within approximately 200 metres to the East.

Tenancy Information

Lower Ground Floor: Currently Vacant.

Upper Ground Floor: Let to Academy Insurance Services Limited on a lease for a term of 6 years from 20th May 2021 at a rental of £9,125 per annum, plus service charge.

First Floor: Let to Nacsa Limited for a term of 3 years from 1st February 2022 at a rental of £6,000 per annum, plus service charge.

Second Floor: Let to Newbury Services Limited, for a term of 3 years from 20th September 2022 at a rental of £3,500 per annum, plus service charge.

Rear Car Park: A total of 14 car park spaces are included within the sale, 11 spaces are currently let at a rental of £6.50 per week, producing £3,718 per annum.

Total Current Rental Income: £22,843 p.a.

Total Potential Rental Income (when fully let): Circa £27,000 p.a.

Accommodation:

Lower Ground Floor: Ground level access direct from rear car park, 70 sq.ms (754 sq.ft.).

Upper Ground Floor: 104.1 sq.ms (1,121 sq.ft.).

First Floor: 99.7 sq.ms (1,073 sq.ft.)

Second Floor: 87.1 sq.ms (938 sq.ft.)

Net Internal Area: 361 sq.ms (3,886 sq.ft.)

Planning: The property may offer potential alternative use/conversion to apartments (subject to obtaining planning consent).

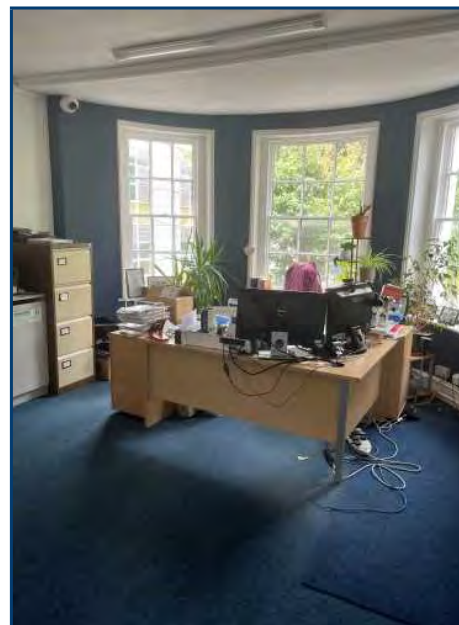
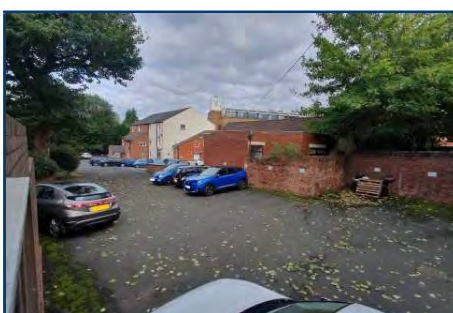
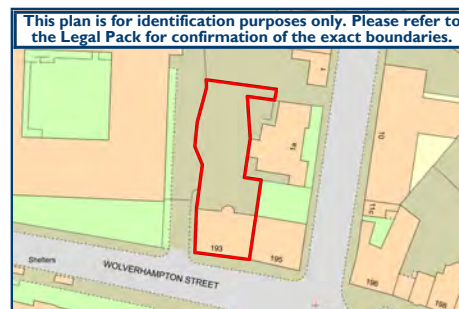
EPC Rating: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk


Viewings:

Via Cottons - 0121 247 2233



LOT 28

Freehold Investment Site Let to a Gas Utility Company
 *Guide Price: £230,000 - £260,000 Plus 20% VAT (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets

Land Occupied by 'Cadent Gas Ltd' Hollymoor Way, Rubery, Birmingham, B31 5HE



Property Description:

A valuable freehold investment site comprising of a parcel of land extending to an area of approximately 0.88 acres (0.36 hectares) and forming part of the former Longbridge Car Works now securely fenced containing a range of several small buildings operating as a major gas governor with all associated infrastructure interlinking with the high pressure gas network serving the surrounding communities.

The site is located at the end of a no-through road which leads directly off Hollymoor Way and is situated to the northern boundary of former Longbridge car works which, along with the surrounding Longbridge area, has undergone substantial re-development over the last 20 years by St Modwen.

Hollymoor Way contains a mix of commercial and residential properties and leads off Tessall Lane which provides direct access to Bristol Road (A38) and provides direct access to Birmingham City Centre, being approximately 8 miles to the North East and the M5 Motorway being within approximately 4 miles to the South West.

Tenancy Information

The property is let to Cadent Gas Limited for a term of 25 years from 3rd May 2024 at a current rent of £17,000 per annum with 5 yearly upward only reviews based on RPI index. The Lease is Full Repairing and Insuring.

Notes:

1. All interested parties should refer to the legal documents, in particular the Land Registry Title documents and plans for confirmation of the size and extent of site.
2. The Postcode is for Identification only
3. Completion will be 21 days following exchange of contracts.

Legal Documents

Available at www.cottons.co.uk

Viewings: External Only.



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



LOT 29
Freehold Vacant Detached Three Bedroom Bungalow

*Guide Price: £290,000 - £320,000 (+Fees)

Hayes Ley Main Street, Bishampton, Pershore, Worcestershire, WR10 2NL

Property Description:

A deceptively spacious three bedroom detached bungalow of brick construction surmounted by a tiled roof and set back from the road behind a lawned foregarden and tarmac covered driveway allowing for off road parking. The property benefits from having UPVC double glazing, oil fired central heating, three double bedrooms however, does require some modernisation and improvement. The property is situated on Main Street within the sought after village of Bishampton offering local amenities and within easy reach of Pershore and Worcester.

Accommodation:

Entrance Porch, Entrance Hallway (3.89m x 3.25m) Kitchen/Diner (3.62m x 5.80m) Lounge (3.94m x 5.78m) Bedroom One (3.64m x 3.00m) Bedroom Two (3.91m x 3.02m) Bedroom Three (2.90m x 3.27m) Family Bathroom having panelled bath with shower over, wash basin, WC (2.60m x 1.62m) Utility Area (3.74m x 1.96m, Shower Room (1.80m x 2.14m) having shower cubicle, wash basin and WC.

Conservatory (2.92m x 4.45m) and Garage (5.43m x 2.95m).

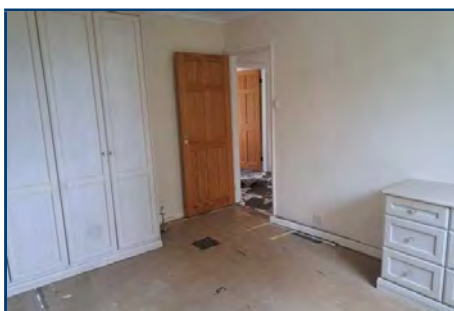
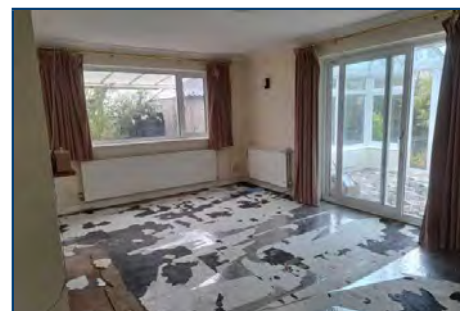
Outside: Front: Lawned foregarden and tarmac covered driveway allowing for off road parking for numerous vehicles and access to garage. Rear: Lawned garden overlooking open fields and countryside, brick built store.

Council Tax Band E

EPC Rating E

Legal Documents Available at www.cottons.co.uk

Viewings Via Cottons - 0121 247 2233



LOT 30

Leasehold Vacant First Floor Maisonette

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

40 Lazy Hill, Birmingham, West Midlands B38 9PA

Property Description:

A first floor maisonette forming part of a two storey property containing a total of 4 units, of brick construction with pitched tile clad roof providing well laid out accommodation which includes two bedrooms, gas fired central heating and UPVC double glazed windows.

The property is located in a small cul-de-sac located off Lazy Hill, which forms part of an established residential area and is situated via Ardath Road off Wharf Road approximately ½ mile to the East of Kings Norton Green and contains a wide range of retail amenities, bars and restaurants.

Accommodation:

Ground Floor

Entrance Hall.

First Floor

Stairs and Landing, Open Plan Lounge/Kitchen: 4.46m x 3.8m (approximately) plus 2.06m x 1.83m with range of kitchen units and breakfast bar. Bedroom One: 4.50m x 3.02m, Bedroom Two: 3.43m x 3.14m (maximum), Bathroom: 2.07m x 1.72m with panelled bath having shower over, pedestal wash basin and WC.

Outside

Side pathway to rear garden.

Lease Information

Lease Term: A new lease for a term of 125 years will be granted from date of completion.

Ground Rent: One Peppercorn.

Council Tax Band A

EPC Rating Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Refer to Viewing Schedule at www.cottons.co.uk



LOT 31

Freehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £105,000 - £115,000 (+Fees)

6 Linden Avenue, Tividale, Oldbury, West Midlands B69 1JX

Property Description:

A semi-detached property with rendered elevations benefitting from well laid out accommodation UPVC double glazing and gas fired central heating. Linden Avenue is located off Longbank Road and New Birmingham Road (A4123) is located approximately 200 yards to the North East allowing for direct access to both Wolverhampton and Birmingham City Centre.

Accommodation:

Ground Floor Entrance Hallway, Lounge (4.23m x 3.64m), Kitchen (3.60m x 1.88m) Bathroom, having panelled bath, wash basin WC.

First Floor Bedroom One (2.75m x 5.48m) Bedroom Two (3.39m x 2.78m) Bedroom Three (2.41m x 2.60m).

Outside

Front: Walled foregarden.

Rear: Lawned garden.

Council Tax Band A

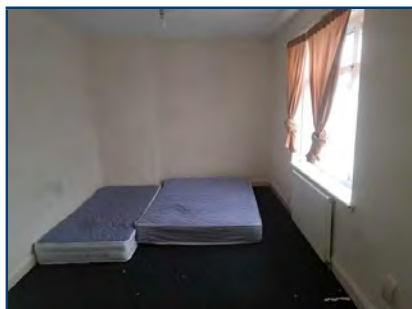
EPC Rating C

Legal Documents Available at

www.cottons.co.uk

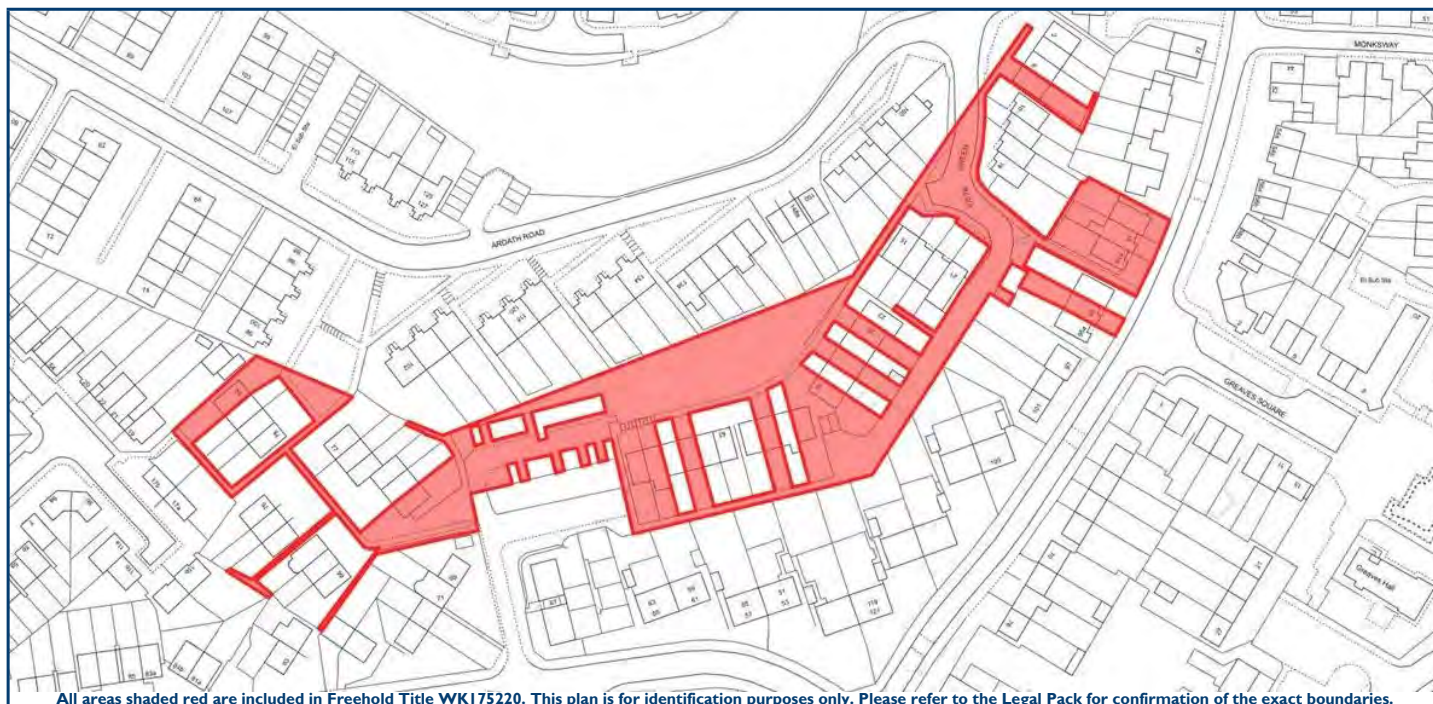
Viewings Refer to Viewing Schedule at

www.cottons.co.uk



LOT 32
Portfolio of 15 Freehold Ground Rents, Land, Roadways & Footpaths

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

Land at Vista Green and Heathside Drive, Kings Norton, Birmingham, West Midlands, B38 9PD

FGR 8 VISTA GREEN

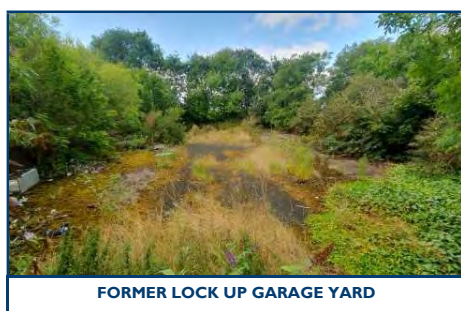
FGR 25 VISTA GREEN

FGR 47 VISTA GREEN
Property Description:

A portfolio of 15 Freehold Ground Rents secured on a range of modern town houses located on a residential estate known as Vista Green located between Ardath Road and Heathside Drive approximately ¾ mile to the South East of Kings Norton Green.

The property is held on Freehold Title No: WK175220 and includes 15 Freehold Ground Rents, part of a former lock up garage site, various green areas, roadways and footpaths and are identified by the areas shaded red on the catalogue plan.

Photos for all ground rents and land/general areas are available on the auctioneers website.


FORMER LOCK UP GARAGE YARD

Ground Rent Information

The Freehold Title includes Ground Rents for Nos 8, 25, 29, 33, 35, 39, 47, 51, 53, 67 & 84 Vista Green along with 89, 91, 91A & 95 Heathside Drive, all subject to leases for a term of 99 years from 25th March 1971 (46 years unexpired) and each paying a ground rent of £45 per annum.

Total Ground Rent Income £675 per annum).

Notes

1. Some of the leases include a garage space in the former lock up garage yard.
2. All interested parties should refer to the legal pack including the Land Registry Title documents for confirmation of the full extent of the Freehold Title.
3. The Postcode is for Identification only

Legal Documents

Available at www.cottons.co.uk

Viewings External Only


FGR 84 VISTA GREEN

FGR 89, 91 & 91A VISTA GREEN

LOT 33

Freehold Vacant Semi-Detached House with Three Bedrooms

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

4 Elm Grove, Hurley, Atherstone, Warwickshire CV9 2NE

Property Description:

A semi-detached house of non-traditional 'Wates' construction surmounted by a pitched tile clad roof and set back from the road behind a mature hedge and lawned foregarden. The property provides well laid out accommodation benefitting from three bedrooms and gas fired central heating but requires complete refurbishment and modernisation throughout.

Elm Grove forms part of an established residential estate and comprises of a small crescent leading off Bridge Street, which in turn leads directly off Knowle Hill located in the village of Hurley which is conveniently located 5 miles to the South-West of Atherstone and within a similar distance from M42 Motorway (Junction 9) providing access to the Midlands Motorway network.

Accommodation:

Ground Floor

Entrance Hall, Lounge: 3.92m x 2.92m (minimum), Dining Room: 3.88m x 2.54m, Kitchen: 4.64m x 2.31m with side entrance door and understair cupboard.

First Floor

Stairs and Landing, Bedroom One: 3.1m x 2.09m (maximum),

Bedroom Two: 3.5m x 3.16m, Bedroom Three: 3.78m x 2.48m, Bathroom: 2.47m x 1.68m with panelled bath, pedestal wash basin and WC.

Outside:

Front: Lawned foregarden, shared pedestrian side access to rear.

Rear: Yard/Patio and lawned garden.

Council Tax Band: A

EPC Rating Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Refer to Viewing Schedule at www.cottons.co.uk



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Sale Memorandum

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

We acknowledge receipt of the deposit _____

Date

Name and address of seller

Name and address of buyer

The lot

The price (excluding any VAT)

Deposit paid

Signed by the buyer

Signed by us as agent for the seller

The buyer's conveyancer is

Name

Address

Contact

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

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

G5. Transfer

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

G10. Interest and apportionments

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
- (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender 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 represent the cheque, but should they do so (at their sole discretion) then the buyer will pay to the auctioneers a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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

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