

100<sup>TH</sup>

— ANNIVERSARY —  
CENTENARY YEAR 2024  
COTTONS



# AUCTION CATALOGUE

Wednesday **11 December** 2024: 1pm



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

# Important notice to be read by all bidders

## Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## Auctioneers Advice

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

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

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

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

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

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

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

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

13. The successful bidder will be required to pay 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/](http://www.cottons.co.uk/contact/) if you require any clarification upon how we hold data.

## IMPORTANT NOTICE

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

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

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

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

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

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

### ID

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

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

### Third Party Bidding

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

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

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

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

## MISREPRESENTATION ACT

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

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

## DEFINITION

### Definition of Guide Prices

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

### Definition of Reserve Price

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

## A Collective Auction Sale of 50 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 Joint LPA Receivers, Black Country Housing Group, Housing Associations, Surplus Land from St Modwen PLC, Solicitors, Joint Property Agents, Companies and Private Clients.

### Order of sale

LOT	ADDRESS	TENURE
1	77 Kelvin Way, West Bromwich, West Midlands B70 7LE	Freehold Vacant Residential
2	34 Swan Copse, Yardley, Birmingham B25 8LR	Leasehold Residential Investment
3	24 Denham Court, Erdington, Birmingham B23 7XZ	Leasehold Vacant Residential
4	28 Alpha Close, Birmingham B12 9HF	Leasehold Residential Investment
5	9 Oakfield Road, Balsall Heath, Birmingham B12 9PX	Freehold Vacant Residential
6	6 Linden Avenue, Tividale, Oldbury, West Midlands B69 1JX	Freehold Vacant Residential
7	8 Hanson Grove, Solihull, West Midlands B92 7QB	Freehold Vacant Residential
8	17 Crescent Road, Netherton, Dudley, West Midlands DY2 0NW	Freehold Vacant Residential
9	72 High Street, Dudley, West Midlands DY1 1PY	Freehold Commercial Investment
10	Unit 2, 236 High Street, Dudley, West Midlands DY1 1PQ	Freehold Commercial Investment
11	175 Bromford Lane, West Bromwich, West Midlands B70 7HT	Freehold Retail/Office Investment
12	2 Parker Street, Walsall WS3 2LE	Freehold Vacant Residential
13	109 Remington Road, Beechdale, Walsall WS2 7EF	Freehold Vacant Residential
14	45 Lister Road, Walsall, West Midlands WS2 7HN	Freehold Vacant Residential
15	12 Arkwright Road, Beechdale, Walsall, West Midlands WS2 7EX	Freehold Vacant Residential
16	40 Napier Road, Beechdale, Walsall WS2 7JJ	Freehold Vacant Residential
17	70 Rutherford Road, Beechdale, Walsall WS2 7JQ	Freehold Vacant Residential
18	49 Gurney Road, Beechdale, Walsall WS2 7JE	Freehold Vacant Residential
19	15 Willow Crescent & Fgr's 13, 17 & 19 Willow Crescent, Oakham LE15 6EQ	Freehold Investment Opportunity
20	61 Lonsdale Road, Harborne, Birmingham B17 9QX	Freehold Vacant Residential
21	33 Montague Road, Erdington, Birmingham B24 8EG	Freehold Vacant Residential
22	Garage 14, Eastfield Drive, Solihull, West Midlands B92 9NB	Freehold Lock-Up Garage
23	Land To Rear Of 14, 40 & 42 Glyn Road, Quinton, Birmingham B32 2TA	Freehold Land
24	Land At/to Rear Of 8 & 12 Clayton Drive, Bromsgrove B60 3SF	Freehold Land
25	Land At Leomansley Road, Leomansley View, Lichfield WS13 8AW	Freehold Land
26	Land @ Vista Green, Kings Norton, Birmingham B38 9PD	Freehold Land
27	Land At Forge Lane, Stoke-on-Trent ST1 5BD	Freehold Land
28	United House, Coppice Lane, Brownhills, Walsall WS8 7JN	Freehold Residential Part Vacant/Part Investment
29	10 Roundlea Road, Northfield, Birmingham B31 1DB	Freehold Vacant Residential
30	40 Lazy Hill, Kings Norton, Birmingham B38 9PA	Leasehold Vacant Residential
31	The Former Board Of Guardians Office, 100 Pleck Road, Walsall WS2 9ES	Freehold Vacant Former Office Building
32	33 Park Farm Road, Great Barr, Birmingham B43 7QQ	Freehold Vacant Residential
33	15 Gilgal, Stourport-on-severn, Worcestershire DY13 9AL	Freehold Residential Investment
34	Flat 3, 19 Lysways Street, Walsall, West Midlands WS1 3AG	Leasehold Vacant Residential
35	156 Erdington Hall Road, Birmingham B24 8JD	Leasehold Vacant Residential
36	33 Loscoe Road, Heanor, Derbyshire DE75 7FF	Freehold Vacant Residential
37	58 Bedford Avenue, Stafford ST16 3LH	Freehold Residential Investment
38	50 Freeston Avenue, St. Georges, Telford, Shropshire TF2 9EQ	Freehold Residential Investment
39	5 Bridgnorth Road, Trescott, Wolverhampton WV6 7EU	Freehold Vacant Residential
40	Land Fronting 1-8 Bridgnorth Road, Trescott, Wolverhampton WV6 7EU	Freehold Land
41	120 Baldwin Webb Avenue, Donnington, Telford, Shropshire TF2 8EN	Freehold Residential Investment
42	5 Mill Cottages, Chartley, Stafford ST18 0LH	Freehold Vacant Residential
43	292 Rocky Lane, Great Barr, Birmingham B42 1NQ	Freehold Residential Investment
44	35 Townley Gardens, Birmingham B6 6LP	Freehold Residential Investment
45	Flat 133 Cleveland Tower, Holloway Head, Birmingham B1 1UE	Leasehold Vacant Residential
46	73 Cotterills Road, Tipton, West Midlands DY4 0JZ	Freehold Vacant Residential
47	59a & 59b Blackberry Lane, Halesowen, West Midlands B63 4NY	Freehold Residential Investment
48	56 Fenthams Road, Aston, Birmingham B6 6BB	Freehold Residential Investment
49	97a Lozells Road, Handsworth, Birmingham B19 2TR	Freehold Commercial Investment
50	Victoria Inn, Ironstone Road, Burntwood, Staffordshire WS7 1LY	Freehold Public House Investment

### Auctioneers:

Andrew J. Barden MRICS FNAVA,  
John Day FRICS FNAVA,  
Timothy Boot FRICS.

### Valuers:

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

### Auction Team:

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

## IMPORTANT NOTICE

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250) which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

Telephone Bids will be strictly on a first come first served basis.

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day as detailed above. This will enable us to 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**

**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](mailto:auctions@cottons.co.uk) (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

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

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

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

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

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

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

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to 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](http://www.cottons.co.uk) or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

If you intend to submit an offer prior to Auction, you MUST complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.  
Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the 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 **19 February 2025**

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:  
**24 January 2025**

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**

100<sup>TH</sup>

ANNIVERSARY  
CENTENARY YEAR 2024  
COTTONS



**Thinking of selling your property?**

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

**19 Feb 2025**



## LOT 1

### Freehold Vacant Mid Terraced House with Three Bedrooms

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

77 Kelvin Way, West Bromwich, West Midlands, B70 7LE



#### Property Description:

A mid terraced house of two storey brick construction surmounted by a pitched interlocking concrete tile clad roof, set back behind a lawned foregarden and block paved driveway and accessed by way of a service road which leads directly off Kelvin Way.

The property provides well laid out accommodation and benefits from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms, off road parking and a total of 18 solar panels installed to the roof.

Kelvin Way forms part of a mixed residential and industrial area and runs directly between Bromford Lane and Trinity Way, the latter providing access to the Black Country Expressway (A41) and the property is within convenient access approximately 1 mile to the South of West Bromwich Town Centre and 1½ miles West of the M5 Motorway (Junction 1)

#### Accommodation:

**Ground Floor** Reception Hall, Kitchen (U Shaped): 4.08m x 3.56m (maximum) with breakfast area and range of modern fitted units, secondary entrance hall, Open Plan Lounge and Dining Room: 3.68m x 3.37m (plus 2.99m x 2.67m) UPVC double glazed Conservatory: 3.43m x 2.44m.

#### First Floor

Stairs and Landing with built in store, Bedroom One: 3.85m x 3.39m, Bedroom Two: 3.95m x 2.75m, Bedroom Three: 2.89m x 2.57m, Shower Room: 2.29m x 1.51m with glazed shower enclosure, vanity wash basin and WC.

**Outside Front:** Lawned foregarden and block paved driveway. **Rear:** Block paved patio, outside toilet/WC and paved garden.

#### Council Tax Band B

**EPC Rating** Refer to Legal Pack

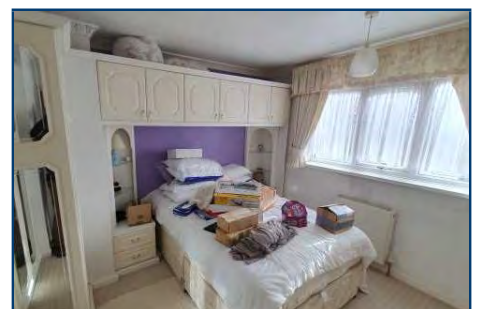
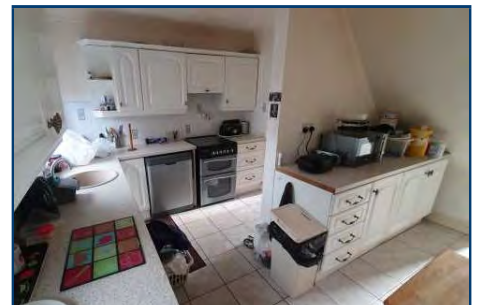
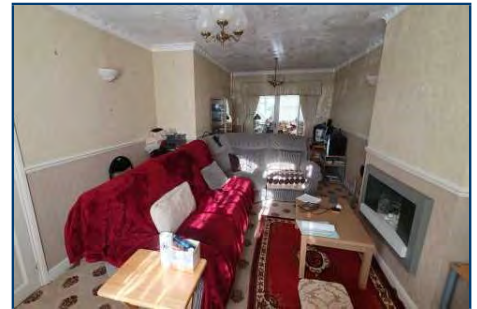
#### Legal Documents

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

#### Viewings:

Via Cottons - Refer to Viewing Schedule Online.

**Completion Date:** Six weeks following exchange of contracts





## LOT 2

### Leasehold Investment - One Bedroom First Floor Maisonette

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

#### 34 Swan Copse, South Yardley, Birmingham, West Midlands B25 8LR

##### Property Description:

A well laid out purpose built maisonette forming part of a two storey development of brick and tile construction and located in a cul-de-sac, located off Mansfield Road. The property forms part of an established residential area and is conveniently located approximately 1 mile from both Yardley and Acocks Green Shopping Centres providing a wide range of retail amenities and services. The property benefits from UPVC double glazed windows and electric heating and is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum). Note: The tenant has occupied the property since 2008 maintaining the property in a good condition and has indicated that they would like to remain at the property for the foreseeable future.

##### Accommodation:

###### Ground Floor

Covered Entrance, Entrance Hall and Stairs to First Floor.

###### First Floor

Landing with Walk in Store, Lounge: 4.52m x 3.12m, Kitchen: 2.55m x 1.95m, Bedroom: 4.18m x 3.28m, Bathroom: 1.95m x 1.88m

with panelled bath having shower over, pedestal wash basin and WC.

##### Outside:

Rear: Private Rear Garden.

##### Leasehold Information

Term: 99 Years from 25th March 1981 (56 years unexpired).

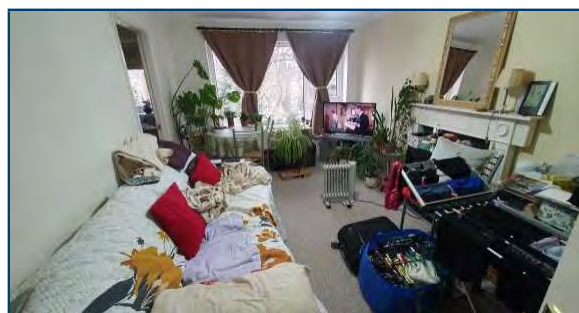
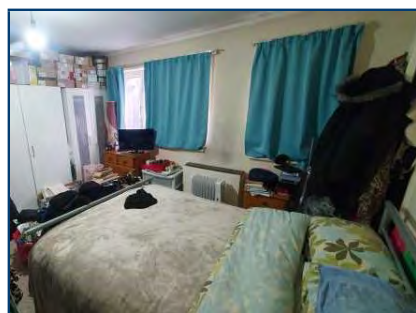
Ground Rent: Currently £75 per annum.

##### Council Tax: B

##### EPC Rating: C

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

Viewings: Via Cottons – 0121 247 2233



## LOT 3

### 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

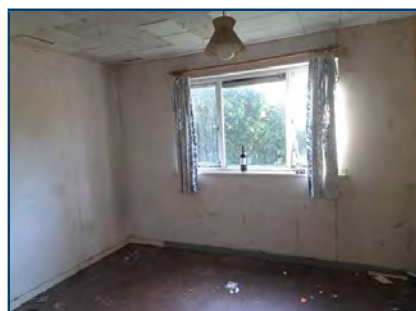
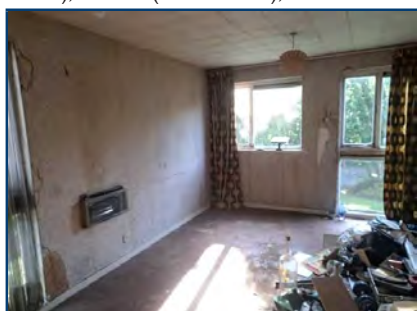
Service Charge £1,693 per annum

##### Council Tax Band – A

##### EPC Rating – D

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

Viewings: Refer to Viewing Schedule Online





**LOT 4**

**Leasehold First Floor Flat Investment (Rental Income £5,940pa)**  
\*Guide Price: £55,000 - £59,000 (+Fees)

**28 Alpha Close, Balsall Heath, Birmingham, West Midlands B12 9HF**

**Property Description:**

A well laid out one bedroom flat situated on the first floor of a modern purpose built block of brick construction, surmounted by a pitched tile clad roof and set back from the road behind a lawned foregarden. The property benefits from electric heating and an allocated parking space. The property is pleasantly situated adjacent to public open space and Alpha Close is located off Lincoln Street and is conveniently within approximately two miles from Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £495pcm (£5,940pa). The tenant has been in occupation for 20 years and has indicated that they would like to continue their occupation on an ongoing basis.

**Accommodation:**

**Ground Floor**

Communal Entrance with security door entry system.

**First Floor Flat:**

Reception Hall, Lounge: 3.98m x 3.61m, Double Bedroom: 3.99m x 2.99m, Kitchen: 3.1m x 1.61m and Bathroom 3.08m x 1.98m having panelled bath with shower over, wash basin and wc.

**Outside:**

**Front:** Communal gardens,

**Leasehold Information:**

**Term:** 99 years from 24 June 1983

**Ground Rent:** Refer to Legal Pack.

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

**Council Tax Band A**

**EPC Rating** Commissioned (Refer to Legal Pack)

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

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



# LEGAL PACKS

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

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

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

**Cottons**  
CHARTERED SURVEYORS



**Call our Auction Team today!**

**0121 247 2233**

Follow us on @Cottonscs

**LOT 5**
**Freehold Vacant Mid Terrace House with Four Bedrooms**

\*Guide Price: £220,000 - £230,000 (+Fees)

**9 Oakfield Road, Balsall Heath, Birmingham, West Midlands, B12 9PX**

**Property Description:**

A traditional three storey mid-terrace house of brick construction, surmounted by a pitched tile clad roof, set back behind a walled forecourt and benefitting from well laid out accommodation including four bedrooms and gas fired central heating.

The property was most recently used as a three person House of Multiple Occupation (HMO) by a Social Housing operator, however is ideally suited for conversion back to a family dwelling house and prior to bidding all interested parties should make their own enquires in respect of this matter.

Oakfield Road is conveniently situated in Balsall Heath on the outskirts of Moseley, approx. 0.7 miles from Moseley Village centre containing a wide variety of local retail shops and services and approx. 1.7 miles from both Birmingham New Street Station and Birmingham City Centre.

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

Vestibule, Hallway, Front Reception Room: 4.12m into bay x 3.28m, Rear Reception Room: 3.93m x 3.27m, Kitchen: 4.27m x 2.67m, Utility Room: 2.00m x 1.49m and Toilet with WC.

**First Floor**

Stairs and Landing, Bedroom One: 4.92m x 3.59m, Bedroom Two: 3.19m x 2.99m, Bathroom having bath with shower over, wash basin and WC.

**Second Floor**

Stairs and Landing, Bedroom Three: 4.95m x 3.59m, Bedroom Four: 4.03m x 3.00m, Wet Room with shower, wash basin and WC.

**Outside:**

Front – Walled fore court.

Rear – Garden


**Council Tax Band C**
**EPC Rating E**
**Legal Documents:**

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

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

**Completion Date:** 42 days from exchange of contracts.





## LOT 6

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

**Viewings** Refer to Viewing Schedule at

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



## LOT 7

### Freehold Vacant Three Bedroom Semi Detached House

\*Guide Price: £215,000 - £235,000 (+Fees)

#### 8 Hanson Grove, Solihull, West Midlands B92 7QB

##### Property Description:

A traditional semi detached house of brick construction surmounted by a tiled roof and set back from the road behind block paved foregarden allowing for off road parking. The property provides well laid out accommodation and benefits from UPVC double glazing, gas fired central heating and garage accessed via a shared rear driveway. Hanson grove is a cul de sac located off Wichnor road which forms part of a popular and established residential area.

##### Accommodation:

##### Ground Floor:

Vestibule Entrance, Hallway, Lounge, Dining Room, Kitchen, Side Passage Way, Cloakroom with WC and wash basin.

##### First Floor:

Stairs and Landing, Bedroom 1, Bedroom 2, Bedroom 3, Bathroom having panelled bath and wash basin and separate WC.

##### Outside:

**Front:** Block paved foregarden providing off road parking

**Rear:** Patio, lawned garden and garage located via a shared rear driveway.

**Council Tax Band A**

**EPC Rating C**

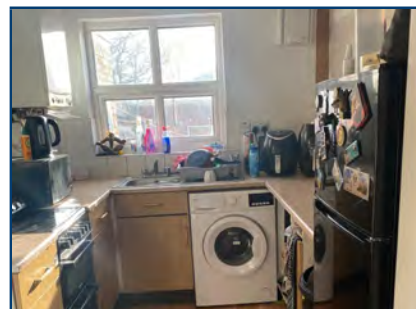
**Legal Documents** Available at

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

**Viewings** Refer to Viewing Schedule at

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

**Completion Date** 8 Weeks from exchange of contracts.





**LOT 8**
**Freehold Vacant Mid Terraced House with Three Bedrooms**

\*Guide Price: £110,000 - £117,000 (+Fees)

**17 Crescent Road, Dudley, West Midlands DY2 0NW**
**Property Description:**

A traditional mid terraced house of two storey brick construction surmounted by a pitched slate clad roof providing well laid out accommodation which includes three bedrooms and benefitting from double glazed windows and gas fired central heating.

The property is located to the Western section of Crescent Road, being a cul-de-sac and leads directly off Hill Street, which leads via Church Road off Halesowen Road (A459) and contains a range of local retail amenities and services and provides direct access to Dudley Town Centre to the North and Halesowen Town Centre to the South.

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

Front Reception Room: 3.62m x 3.62m, Lobby with access to cellar: 3.55m x 3.53m, Rear Reception Room: 3.93m x 3.61m, Rear Entrance Hall: 2.08m x 1.56m, Kitchen: 3.59m x 2.71m, Bathroom: 2.73m x 2.42m with panelled bath having shower attachment, pedestal wash basin, WC.

**First Floor**

Stairs and Landing, Bedroom One: 3.65m x 2.65m, Bedroom Two: 3.63m x 1.94m, Bedroom Three: 4.73m x 3.94m.

**Outside Front:** Walled foregarden, pedestrian entry access to rear, block paved yard, brick store and a raised garden.

**Council Tax Band A**
**EPC Rating D**

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

**Viewings:** Refer to Viewing Schedule Online


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


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

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

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

## LOT 9

### Freehold Takeaway Investment - Redevelopment Potential to Upper Floors \*Guide Price: £150,000 - £160,000 (+Fees)

72 High Street, Dudley, West Midlands, DY1 1PY



#### Property Description:

A mid terraced three storey town centre property of brick construction with rendered façade, surmounted by a pitched tile clad roof and situated directly fronting High Street located within Dudley Town Centre.

The property comprises of a ground floor hot food takeaway and restaurant premises along with first and second floor accommodation having separate access off High Street and in need of refurbishment throughout, but offering potential for redevelopment into apartments.

The property is situated in the central section of High Street between the junctions of Vicar Street and Wolverhampton Street and within approximately 500 metres from Market Place.

#### Tenancy Information

Ground Floor: Trading as Caspian Pizza and let on a lease for a term of 10 years expiring on 23rd June 2030 at a current rental of £8,500 per annum, plus contribution towards building insurance. The next rent review will be on 23rd June 2025.  
First and Second Floors: Currently Vacant

#### Planning

With reference to records contained on Dudley MBC website the following planning history is noted:  
Planning consent was approved on 4th May 2012 (Reference P12/0268) for conversion of first and second floors to form two flats. This planning consent has now expired.

Planning consent was approved on 21st September 2018 (Reference P18/0440) for conversion of first

and second floors to form two flats and a new rear extraction system for the ground floor premises. This planning consent has now expired.

Application for permitted development to convert the upper floors into two flats was refused on 12th November 2024 (Reference P24/1028/PN3MA) as it was deemed that submission of a full planning application would be required for consideration by the planning authority. A full planning application has now been submitted.

#### Accommodation

##### Ground Floor

Retail Shop/Takeaway 85.65 sq.ms (922 sq.ft) with customer dining and reception area, kitchen and preparation area and walk in freezer. Rear Section: 9.86 sq.ms (106 sq.ft) with corridor, two stores, staff toilet, wash room, lobby containing gas fired boiler and accessing rear yard.

Shared ground floor entrance directly off High Street with Entrance Hall, Stairs and Landing to

##### First Floor

Reception Hall, Room 1: 19.94 sq.ms (214 sq.ft)  
Room 2: 11.32 sq.ms (122 sq.ft) Room 3: 72.9 sq.ms (784 sq.ft)

##### Second Floor

Stairs and Landing, Room 4: 19.89 sq.ms (214 sq.ft)  
Room 5: 13.27 sq.ms (142 sq.ft).

##### Outside

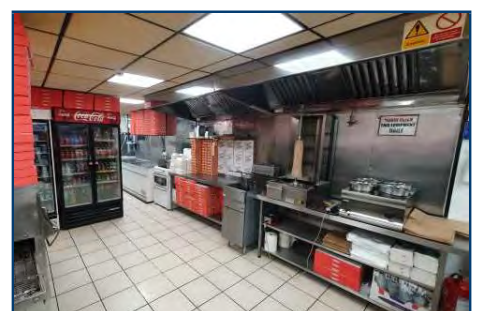
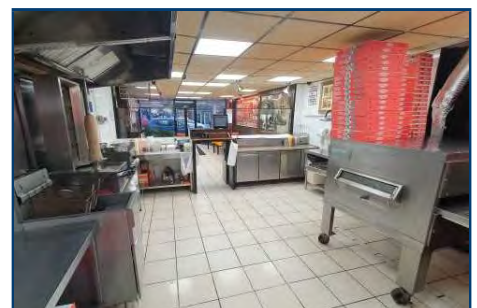
Rear Yard with two car parking spaces.

##### EPC Rating B

##### Legal Documents

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

Viewings Via Cottons - 0121 247 2233





**LOT 10**
**Freehold High Street Investment Premises Let to Santander UK PLC**

\*Guide Price: £350,000 - £380,000 plus 20% Vat (+Fees)

**Unit 2, 236 High Street, Dudley, West Midlands, DY1 1PQ**

**Property Description:**

A prominently located banking premises situated in the heart of Dudley Town Centre within the main pedestrianised area where many other major retailers and other smaller traders are represented, including Boots the Chemist, HSBC Bank, British Heart Foundation, Greggs, Specsavers, Poundland etc.

Dudley is an historic market town and the administrative centre of the borough with a resident population of 312,925 (2011 census figures). The town is located some 10 miles west of Birmingham City Centre, 7 miles southwest of Walsall and 9 miles southwest of Wolverhampton City Centre.

The property comprises of a two storey building of brick construction with pitched tile roof to the front elevation and flat roof to the rear. The property has been fitted out for bank use with banking hall to ground floor front, middle and rear offices and additional staff facilities plus offices facility and toilets to first floor. A rear service yard is accessed from nearby New Street via shared access way with adjacent businesses.

**Tenancy Information**

The property is Let to Santander UK PLC for a term of 10 years from 13th November 2016 expiring 12th November 2026 at a current Rent of £37,000 per annum plus Vat (exclusive of rates and other outgoings) and on full repairing and insuring terms.


**Accommodation**

(Note: Details have been provided John Emms Commercial and the property has not been inspected internally by the Auctioneers)

**Ground Floor**

Banking Hall (Front): 1784 sq.ft (165.7 sq.ms), Rear Offices: 346 sq.ft (32.1 sq.ms) comprising middle office and two store rooms.

**First Floor**

Mainly open plan with partitioned work areas, additional store room, rear offices, IT server room, kitchen/staff room, rear corridor leading to ladies and gents toilets, service cupboard and return stairs.

**Total Net Internal Area: 3920 sq.ft (364.1 sq.ms).**

**EPC Rating C**
**Legal Documents**

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

**Viewings**

External Only



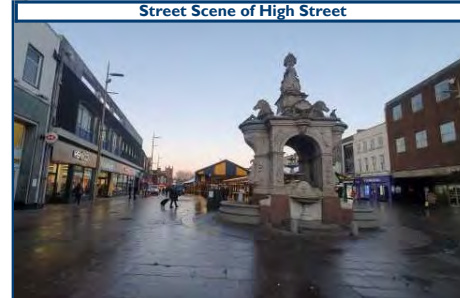
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



Street Scene of High Street



Street Scene of High Street





## LOT 11

**Freehold Retail/Office Investment**  
\*Guide Price: £120,000 - £130,000 (+Fees)

**By Instruction of the Joint LPA Receivers**

**175 Bromford Lane, West Bromwich, West Midlands, B70 7HT**



### Property Description:

A freehold investment opportunity comprising of traditional built property of two storey brick construction surmounted by a hipped slate clad roof prominently situated at the junction with Caroline Street which provides vehicular access to a rear storage yard.

The property benefits from UPVC double glazed windows and gas fired central heating and has been long established as a retail and office premises. The property is located in a predominantly residential area and Bromford Lane leads directly off the traffic junction with Kelvin Way conveniently located approximately ¾ mile to the South West of West Bromwich Town Centre. The M5 Motorway (Junction 1) located within approximately 1½ miles to the East.

### Tenancy Information

The property is currently let as a uPVC window & doors retailer, holding over on a lease which commenced on 23rd October 2010 for a term of 3 years at a rental of £9,000 per annum.

### Accommodation:

#### Ground Floor

Retail Shop: 34.38 sq.ms (370 sq.ft) with return frontage to Caroline Street, Separate Reception Hall direct off Bromford Lane, Office: 15.36 sq.ms (165 sq.ft), Kitchen: 7.83 sq.ms (84 sq.ft) with range of fitted units, Verandah: 6.75 sq.ms (72 sq.ft) Toilet with WC, Bathroom with bath and wash basin.

#### First Floor

Stairs and Landing with store cupboard, Office 2: 14.69 sq.ms (158 sq.ft) Office 3: 15.19 sq.ms (163 sq.ft), Office 4: 5.86 sq.ms (63 sq.ft),

### Outside:

Front: Tarmacadam forecourt  
Rear: Yard Area with covered store, Wooden Storage Building: 39.23 sq.ms (422 sq.ft), roller shutter door access from Caroline Street.

**EPC Rating** Commissioned (Refer to Legal Pack)

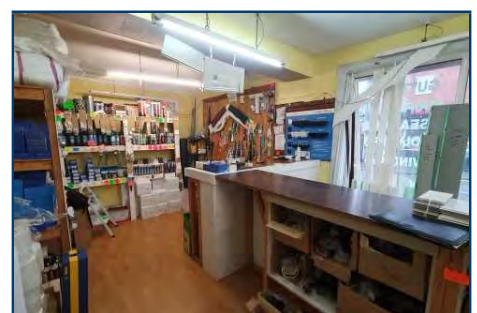
### Legal Documents

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

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



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





**LOT 12**
**Freehold Vacant Detached House (Three Double Bedrooms)**

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

**2 Parker Street, Bloxwich, Walsall, West Midlands WS3 2LE**
**Property Description:**

A detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a foregarden and driveway providing off road parking and giving access to side garage. The property benefits from having UPVC double glazing, gas fired central heating and three double bedrooms. The property is situated on the corner of both Parker Street and Sneyd Lane and the property is approximately within half a miles distance from Bloxwich High Street which provides a wide range of shops and amenities

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

Entrance Porch, Lounge/Dining Room: (3.23x7.91m), Kitchen: (3.95x2.22m), Reception Room 2: (4.13x2.22m), WC, Stairs

**First Floor**

Bedroom 1: (3.64x2.99m), Bedroom 2: (2.72x2.51m), Bedroom 3: (2.82x3.63m), Bathroom having panelled bath with mixer shower over, wash basin and WC: (1.87x1.84m)

**Outside:**

**Front:** Foregarden providing off road parking and access to garage

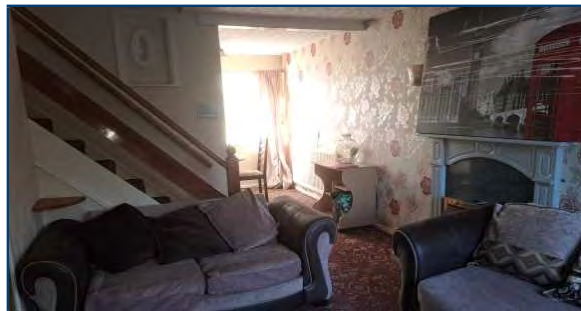
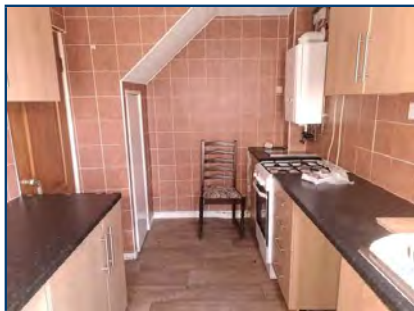
**Rear:** Garden

**Council Tax Band – B**

**EPC Rating – D**

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

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


**LOT 13**
**Freehold Vacant Two Bedroom End Terraced House**

\*Guide Price: £105,000 - £110,000 (+Fees)

**109 Remington Road, Beechdale, Walsall, West Midlands WS2 7EF**
**Property Description:**

A two-storey end-terrace property of brick wall construction surmounted by a concrete interlock pitched tile roof. The property has majority UPVC double-glazed windows and gas fired central heating. The property is set behind a foregarden in a residential location, conveniently situated approximately 1.3 miles from Bloxwich High Street, 1.5 miles from Bloxwich Train Station, 1.4 miles from Walsall Town Centre and 1.9 miles from Junction 10 of the M6

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

Hallway, Living Room: 4.25m x 3.86m max, Kitchen: 2.88m x 2.67m, Storeroom: 2.04m x 1.76m, Dilapidated Lean-To.

**First Floor**

Stairs and Landing, Bedroom 1: 3.22m x 4.9m max, Bedroom 2: 4.01m x 2.71m, Wet Room with shower, wash basin and WC.

**Outside:**

**Front:** Fore court and garden.

**Rear:** Garden.

**Council Tax Band: A**

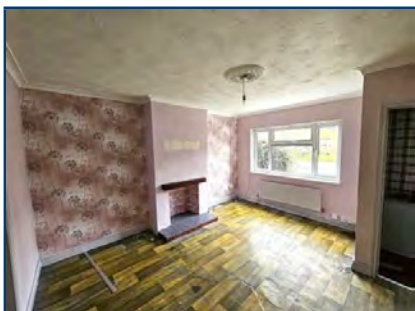
**EPC Rating: C**

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

**Viewings:**

Refer to Viewing Schedule Online

**Completion Date:** 42 days from exchange of contracts.





## LOT 14

### Freehold Two Bedroom End-Terrace House with Vacant Possession

\*Guide Price: £107,000 - £112,000 (+Fees)

#### 45 Lister Road, Walsall, West Midlands WS2 7HN

##### Property Description:

A two-storey end-terrace house of brick wall construction surmounted by a concrete interlock pitched tile roof. The property has uPVC double-glazed windows, electric storage heating, off road parking and has been partly refurbished, benefiting from recently re-fitted kitchen and bathroom units along with some replastering works.

The property is set behind a fore garden and driveway in a residential location, conveniently situated approximately 1.4 miles from Bloxwich High Street, 1.5 miles from Bloxwich Train Station, 1.6 miles from Walsall Town Centre and 1.4 miles from Junction 10 of the M6.

##### Accommodation:

###### Ground Floor

Hallway, Kitchen: 2.72m x 2.7m, Living Room: 4.07m excluding bay x 3.26m, two built in outside stores.

###### First Floor

Stairs and Landing, Bedroom One: 4.12m x 3.27m, Bedroom Two: 3.9m x 2.74m, Bathroom with bath, wash basin and WC.

###### Outside

Front – Driveway and Garden.

Rear – Garden.

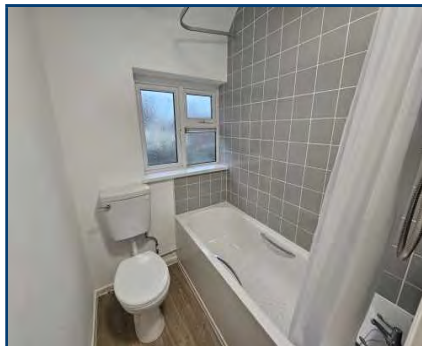
##### Council Tax Band A

##### EPC Rating E

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

**Viewings:** Refer to Viewing Schedule Online

**Completion Date:** 42 days from exchange of contracts.



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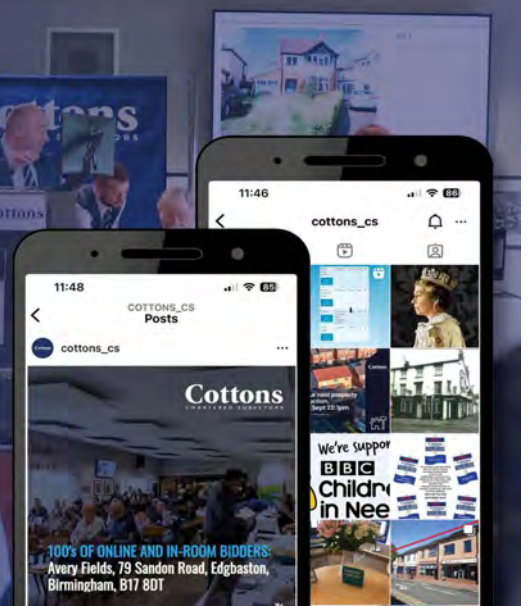
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**LOT 15**
**Freehold Two Bedroom End-Terrace House with Vacant Possession**

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

**12 Arkwright Road, Beechdale, Walsall, West Midlands WS2 7EX**
**Property Description:**

A two-storey end-terrace house of brick wall construction surmounted by a pitched replacement concrete interlock tile roof. The property is set on a wide front plot and benefits from off road parking, UPVC double-glazed windows and gas fired central heating. The property is set behind a driveway in a residential location conveniently situated approximately 1 mile from Bloxwich High Street, 1.2 miles from Bloxwich Train Station, 2 miles from Walsall Town Centre and 1.8 miles from Junction 10 of the M6.

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

Hallway, Kitchen: 2.67m x 2.66m, Living Room: 4.12m excluding bay x 3.24m,

Built in Outside Store: 1.54m x 1.84m.

**First Floor**

Stairs and Landing, Bedroom One: 3.27m max x 4.12m, Bedroom Two: 3.89m x 2.77m, Bathroom with bath, wash basin and WC.

**Outside:**

Front: Foregarden and Driveway.  
Rear and Side: Garden.

**Council Tax Band A**
**EPC Rating D**
**Legal Documents:**

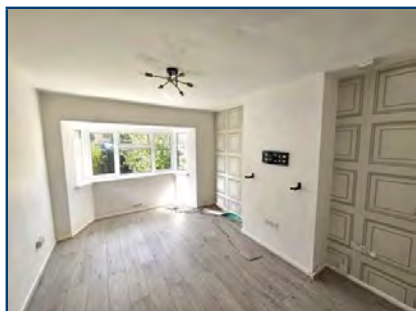
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Refer to Viewing Schedule Online

**Completion Date:**

42 days from exchange of contracts.


**LOT 16**
**Freehold Vacant Two Bedroom End Terraced House**

\*Guide Price: £105,000 - £110,000 (+Fees)

**40 Napier Road, Beechdale, Walsall, West Midlands WS2 7JJ**
**Property Description:**

A two-storey end-terrace property of brick wall construction surmounted by a concrete interlock pitched tile roof. The property has UPVC double-glazed windows and gas fired central heating. The property is set behind a fore garden in a residential location, conveniently situated approximately 1.4 miles from Bloxwich High Street, 1.6 miles from Bloxwich Train Station, 2 miles from Walsall Town Centre and 1.4 miles from Junction 10 of the M6.

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

Hallway, Kitchen: 2.65m x 2.69m, Living Room: 4.14m excluding bay x 3.22m, two built in outside stores.

**First Floor**

Stairs and Landing, Bedroom One: 3.23m max x 4.16m, Bedroom Two: 3.85m x 2.73m, Bathroom with bath, wash basin and WC.

**Outside:**

Front – Garden.

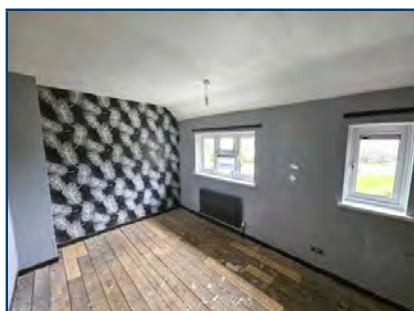
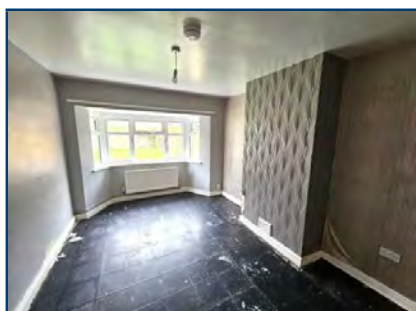
Rear and Side – Garden.

**Council Tax Band: A**
**EPC Rating: C**

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

**Viewings:** Refer to Viewing Schedule Online

**Completion Date:** 42 days from exchange of contracts.





**LOT 17**

**Freehold Vacant Two Bedroom End Terrace House**

\*Guide Price: £110,000 - £115,000 (+Fees)

**70 Rutherford Road, Beechdale, Walsall, West Midlands WS2 7JQ**

**Property Description:**

A two-storey end-terrace house occupying a wide plot and of brick wall construction surmounted by a concrete interlocking pitched tile roof. The property has UPVC double-glazed windows and gas fired central heating.

The property is set behind a foregarden in a residential location, conveniently situated approximately 1.4 miles from Bloxwich High Street, 1.4 miles from Bloxwich Train Station, 1.9 miles from Walsall Town Centre and 1.4 miles from Junction 10 of the M6.

**Accommodation:**

**Ground Floor**

Hallway, Kitchen: 2.67m x 2.62m, Living Room: 4.02m excluding bay x 3.21m,

Storeroom: 2.64m x 1.47m.

**First Floor**

Stairs and Landing, Bedroom 1: 3.22m max x 4.11m, bBedroom 2: 3.85m x 2.73m, Bathroom with bath, wash basin and WC.

**Outside:**

**Front** – Garden.

**Rear and Side** – Garden.

**Council Tax Band:** A

**EPC Rating:** C

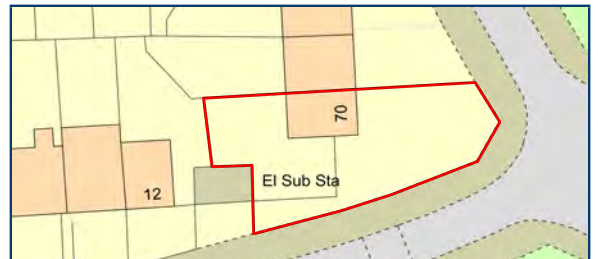
**Legal Documents:**

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

**Viewings:**

Refer to Viewing Schedule Online

**Completion Date:** 42 days from exchange of contracts.



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

**LOT 18**

**Freehold Two Bedroom End-Terrace House with Vacant Possession**

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

**49 Gurney Road, Beechdale, Walsall, West Midlands WS2 7JE**

**Property Description:**

A two-storey end-terrace property of brick wall construction surmounted by a concrete interlock pitched tile roof. The property has uPVC double-glazed windows and gas fired central heating and in need of repair and modernisation.

The property is set behind a fore garden in a residential location, conveniently situated approximately 1.6 miles from Bloxwich High Street, 1.7 miles from Bloxwich Train Station, 2 miles from Walsall Town Centre and 1.3 miles from Junction 10 of the M6.

**Accommodation:**

**Ground Floor**

Hallway, Kitchen: 2.78m x 2.69m, Living Room: 4.07m excluding bay x 3.23m, two built in outside stores.

**First Floor** Stairs and Landing, Bedroom One: 4.09m max x 3.23m, Bedroom Two: 3.9m x 2.74m, Bathroom with bath, wash basin and WC.

**Outside:**

**Front** – Garden.

**Rear and Side** – Garden.

**Council Tax Band:** A

**EPC Rating:** C

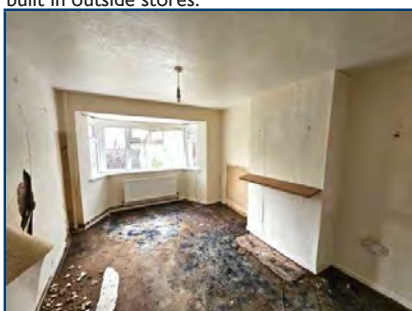
**Legal Documents**

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

**Viewings:** Refer to Viewing Schedule Online

**Note:** A structural survey has been conducted on the property which is available for inspection in the legal pack.

**Completion Date** 42 days from exchange of contracts.





**LOT 19**
**Freehold Investment Opportunity (1 Vacant Maisonette & 3 Ground Rents)**

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

**15 Willow Crescent & FGR's 13, 17 & 19, Oakham, Rutland, LE15 6EQ**

**Property Description:**

A freehold investment opportunity comprising a two storey detached block of four maisonettes surmounted by a pitched tile roof and including one vacant maisonette (15 Willow Crescent) and three maisonettes (13, 17 & 19 Willow Crescent) providing a freehold ground rent investment all being subject to long leasehold interests.

The development forms part of an established and well regarded area and Willow Crescent leads off Woodland View, conveniently situated approx. 0.6 miles from Oakham town centre's shops and amenities and approx. 1 mile from Rutland Memorial Hospital.

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

**Investment Income**

13 Willow Crescent – Subject to a long lease for a term of 125 years from 19th October 1987 paying a ground rent of £10 per annum.

15 Willow Crescent - Vacant with potential to occupy of let on an Assured Shorthold tenancy

17 Willow Crescent - Subject to a long lease for a term of 125 years from 24th November 1987 paying a ground rent of £10 per annum.

19 Willow Crescent - Subject to a long lease for a term of 125 years from 24th November 1987 paying a ground rent of £10 per annum.

**Landlord & Tenant Act 1987**

The seller is the Longhurst Group Housing Association, who due to their status are exempt from serving Section 5b notices on the lessees offering first rights of refusal.

**Accommodation**

**13, 17 & 19 Willow Crescent:** Not Applicable

**15 Willow Crescent:** This maisonette is in a modern and well presented condition throughout, having modern kitchen and bathroom fittings, uPVC double glazing and gas fired central heating.

**Ground Floor**

Outside Store: 2.84m x 1.58m, Porch

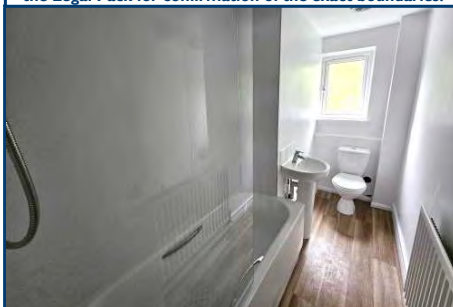
**First Floor**

Stairs and Landing, Living Room: 4.68m x 3.56m, Kitchen: 4.22m x 2.63m maximum, Bedroom One: 3.6m x 3.4m, Bedroom Two: 3.29m x 3.19m, Bathroom with bath and shower over, wash basin and WC.

**Outside:** Gardens

**EPC Rating C**
**Council Tax Band A**

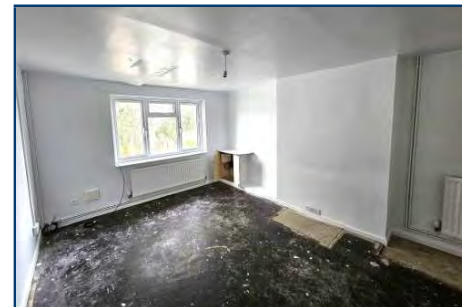
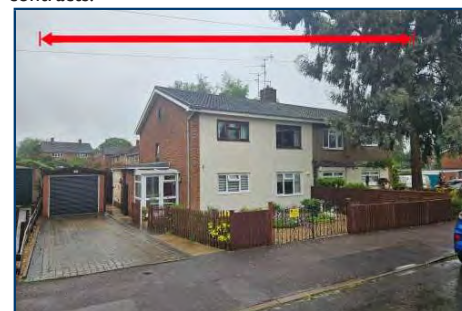

This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.


**Legal Documents**

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

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

**Completion Date:** 42 days from exchange of contracts.



## LOT 20

**Freehold Vacant Possession (Five Self Contained Flats)**  
 \*Guide Price: £470,000 - £500,000 (+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](http://www.cottons.co.uk)

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

Flat 1



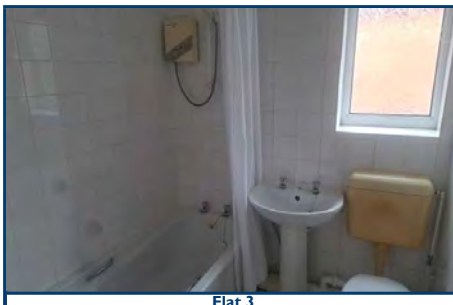
Flat 3



Flat 3



Flat 3



Flat 4





## LOT 21

### Freehold Vacant House with Three Bedrooms

\*Guide Price: £140,000 - £145,000 (+Fees)

#### 33 Montague Road, Erdington, Birmingham, West Midlands B24 8EG

##### Property Description:

A unique two storey mid terraced 'corner house' with three bedrooms, two reception rooms, of brick construction surmounted by a tiled pitch roof. The property has very spacious accommodation, benefiting from uPVC double glazing and gas fired central heating but requiring general modernisation throughout.

The property is situated in a convenient residential location just off Tyburn Road (A38), located approx. 0.9 miles from Gravelly Hill Train Station, 1.2 miles from Erdington High Street and 3.4 miles from Birmingham City Centre.

##### Accommodation:

###### Ground Floor

Hallway, Reception Room 1: 4.18m x 3.94m, Reception Room 2: 4.09 x 2.73m, Kitchen 3.63m x 3.02m, Toilet with WC.

###### First Floor

Stairs and landing, Bedroom 1: 4.16m x 3.92m, Bedroom 2: 4.09m x 2.97m, Bedroom 3: 3.09m x 2.66m, Bathroom with bath, wash basin and WC.

##### Outside:

**Front:** – Garden

**Rear:** – Garden

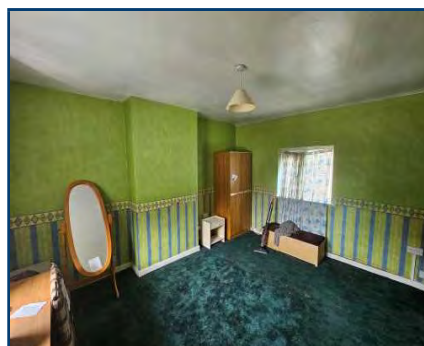
**EPC Rating:** D

**Council Tax Band:** A

##### Legal Documents

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

**Viewings** Via Cottons – 0121 247 2233



## LOT 22

### Freehold Lock Up Garage (Subject to Long Leasehold Interest)

\*Guide Price: £200 - £400 (+Fees)

#### Garage 14, Eastfield Drive, Solihull, West Midlands B92 9NB

##### Property Description:

A freehold garage forming part of a lock up garage block located in a yard off Eastfield Drive, which in turn leads off Rowood Drive and forms part of a modern residential estate located off Damson Lane.

The garage is subject to a long leasehold interest for a term of 99 years from 29th September 1964.

**Note 1** Please refer to the legal documents details of any ground rent received by the Freeholder from the Lessee

**Note 2** The postcode is for identification only.

##### Legal Documents

Available at [www.cottons.co.uk](http://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 23

### Two Parcels of Freehold Land

\*Guide Price: £100 - £200 (+Fees)

#### Land to Rear of 14, 40 & 42 Glyn Road, Quinton, Birmingham, West Midlands B32 2TA

##### Property Description:

Two parcels of freehold land registered under Title No's WM622426 and WM622424, comprising of two rectangular parcels located to the rear of three residential dwellings and forming part of a vehicular right of way, serving the rear garages and parking arrangements of properties located on Glyn Road.

**Note 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.

**Note 2** The postcode is for identification only.

##### Legal Documents

Available at [www.cottons.co.uk](http://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 24

### Freehold Land (Subject to Two Long Leasehold Interests)

\*Guide Price: £100 - £200 (+Fees)

#### Land Rear of 8 & 12 Clayton Drive, Bromsgrove, Worcestershire B60 3SF

##### Property Description:

A parcel of freehold land registered under Land Registry Title WR74777 which is rectangular in shape and located to the rears of residential dwellings known as 8 & 12 Clayton Drive. The land is located to the rear of a car parking area and includes an embankment adjacent to a railway track. The land is subject to two long leases in favour of 8 & 12 Clayton Drive each for a term of 99 years from a term of 29th December 1988.

**Note 1** Please refer to the Legal documents for details of any ground rent received by the freeholder from the lessees and 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.

**Note 2** The postcode is for identification purposes only.

**Legal Documents** Available at [www.cottons.co.uk](http://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 25

### Freehold Land Inc. Roadway and Footpath's

\*Guide Price: £100 - £200 (+Fees)

#### Land at Leomansley Road, Leomansley View, Lichfield, Staffordshire WS13 8AW

##### Property Description:

A parcel of freehold land registered under Land Registry Title SF207 and comprising of a 'T shaped' roadway with pavements covering part of Leomansley Road and Leomansley View, the former leading directly off Christchurch Lane. The land is situated in an area containing modern detached housing and apartments.

**Note 1** All interested parties should refer to 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.

**Note 2** The postcode is for identification only.

**Legal Documents** Available at [www.cottons.co.uk](http://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 26**
**Freehold Land, Roadways & Footpaths forming part of a Residential Estate**

\*Guide Price: £100 - £200 (+Fees)

**Land at Vista Green, Kings Norton, Birmingham, West Midlands B38 9PD**
**Property Description:**

Various parcels of Land, Roadways & Footpaths 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 and including 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.

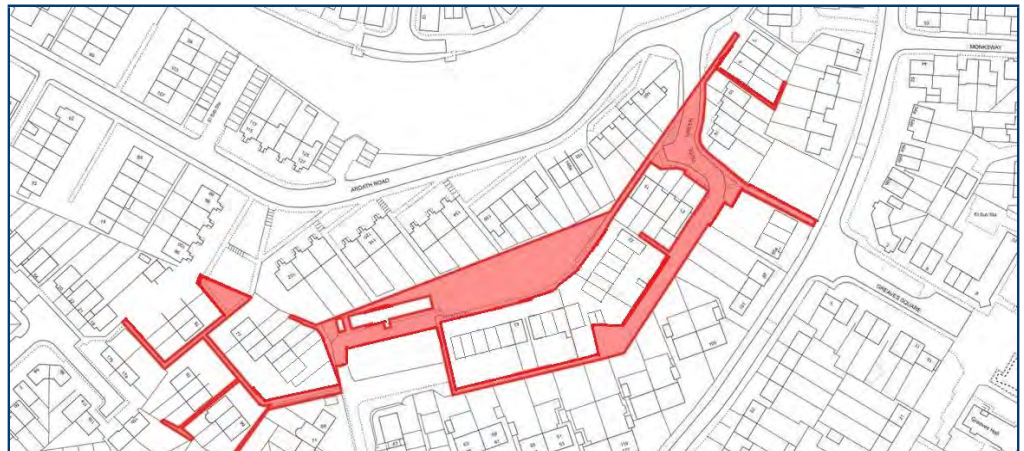
**Notes**

1. All interested parties should refer to the legal pack including the Land Registry Title documents and plan for confirmation of the full extent of the land included in the Freehold Title.
2. The Postcode is for Identification only.

**Legal Documents**

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

External Only



All areas shaded red are included in Freehold Title. This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



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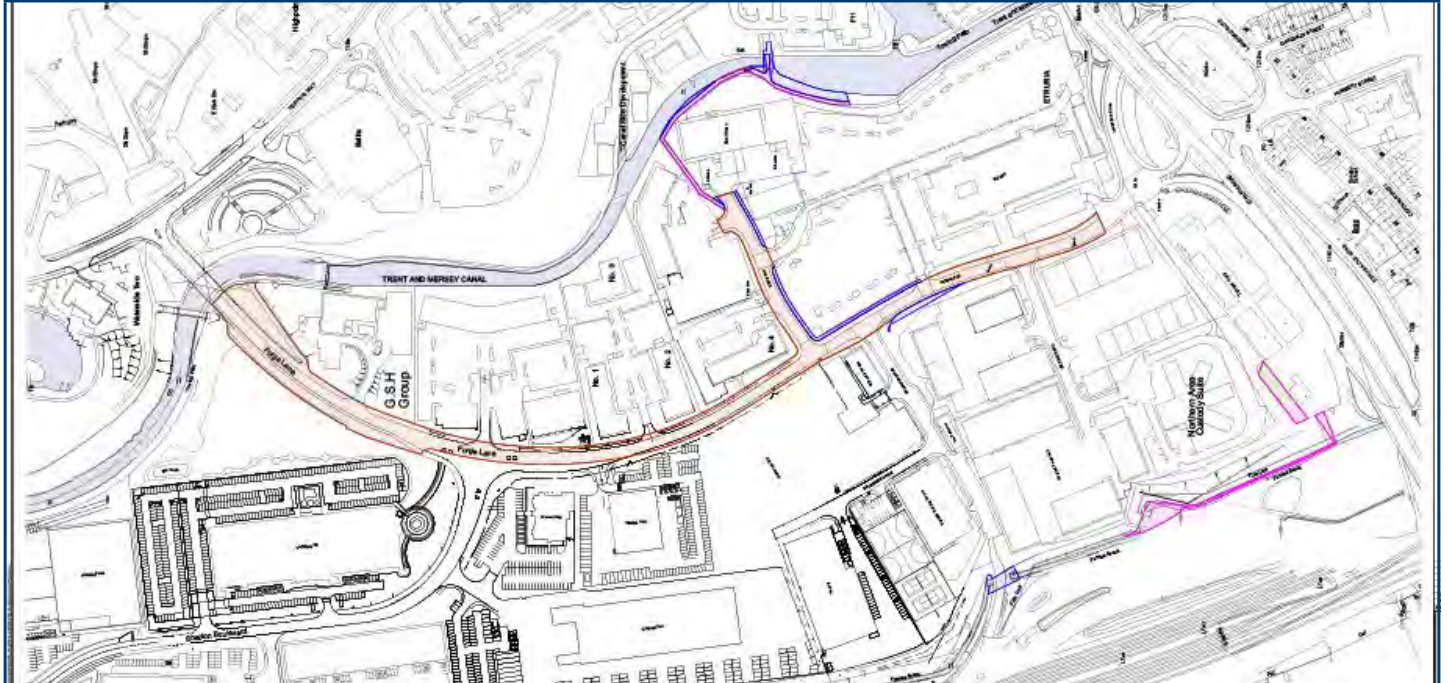


## LOT 27

**Six Parcels of Freehold Land, adopted highways and a public bridge.**  
 \*Guide Price: £100 - £200 (inclusive of VAT/Admin Fee/Costs & Charges)

**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. Please note a letter has been received from solicitors acting for S. Keeling Timber & Co, dated 21 October 2024, claiming ownership of this land parcel through Adverse Possession. Correspondence is available within the legal documents.

**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

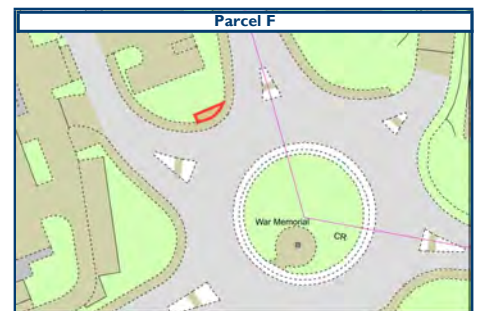
### Notes:

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. The purchase price includes all fees/costs/charges/auction admin fee & VAT in connection with the sale.

### Legal Documents

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

**Viewings External Only.**





**LOT 28**
**Freehold Part Investment Part Vacant (5 Dwelling Houses)**

\*Guide Price: £300,000 - £340,000 (+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](http://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,

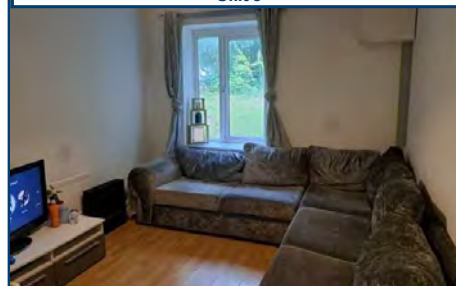
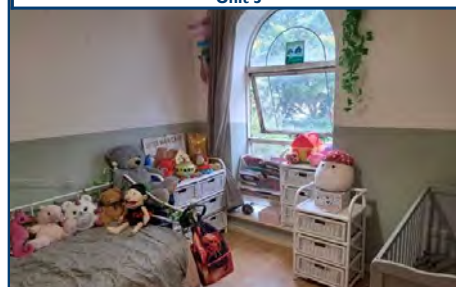
**First Floor** Bedroom 1 - 3 and Bathroom having panelled bath, wash basin and WC

**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 29

**Freehold Vacant Dwelling, formerly used for Assisting Living/Care Home**  
 \*Guide Price: £290,000 - £310,000 (+Fees)

**10 Roundlea Road, Northfield, Birmingham, West Midlands, B31 1DB**



### Property Description:

A substantial semi-detached dwelling house of two storey brick construction, surmounted by a pitched tile roof, substantially extended and previously used as a Care Home, with the accommodation arranged to provide Assisted Living. The property provides well laid out accommodation with four bedrooms, ancillary living accommodation and benefits from UPVC double glazed windows, gas fired central heating, lift access to first floor and has been maintained to a well-presented condition throughout.

The property is set back from Roundlea Road behind a driveway and is located close to the junction with Woodcock Lane, within close proximity to neighbourhood shops and amenities, conveniently located approximately 1 1/2 miles from Northfield Shopping Centre and approximately 5 3/4 miles to the south of Birmingham City Centre.

### Accommodation:

**Ground Floor** Reception Hall with Store, Lift access to First Floor, Wet Room with Shower, wash basin and WC, Cloakroom with WC, Reception Room One: 6.03m x 2.98m, Reception Room Two: 4.98m x 4.58m, Kitchen: 3.76m x 3.01m, Staff Room: 2.69m x 2.06m, Utility Room: 2.06m x 1.77m, externally accessed plant room (uninspected).

**First Floor** Stairs and Landing, Bedroom One: 4.59m x 3.99m, Bedroom Two: 4.02m x 3.33m, Bedroom Three: 4.26m x 3.04m, Bedroom Four: 3.83m x 3.06m, Bathroom with disability bath, wash basin and WC, Staff Room: 3.4m x 3.05m, WC (not inspected).

**Outside:** Front: Driveway providing off-road parking and pedestrian side access to rear. Rear: Garden.

**Total Floor Area:** 216.1 sq m (2,326 sq ft).

**EPC Rating C**

**Council Tax Band B**

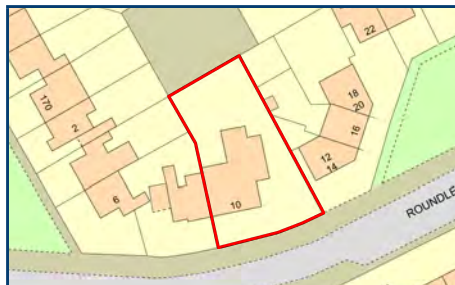
**Legal Documents:**

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

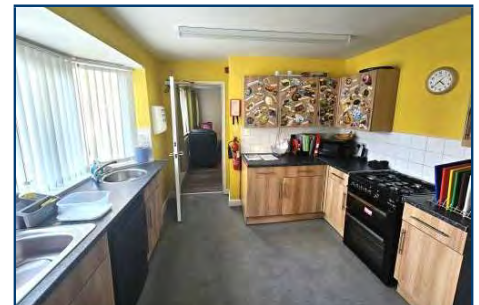
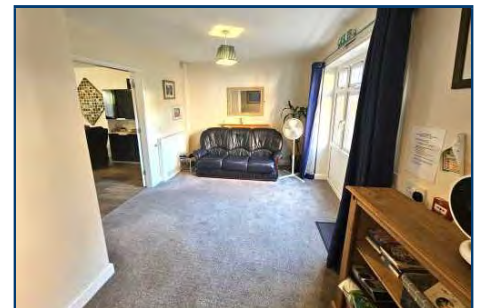
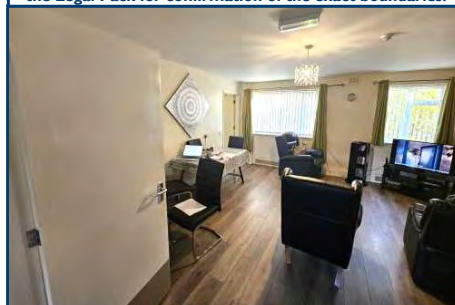
**Viewings:** Via Cottons - 0121 247 2233

**Completion Date:**

42 days from exchange of contracts.



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





**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**

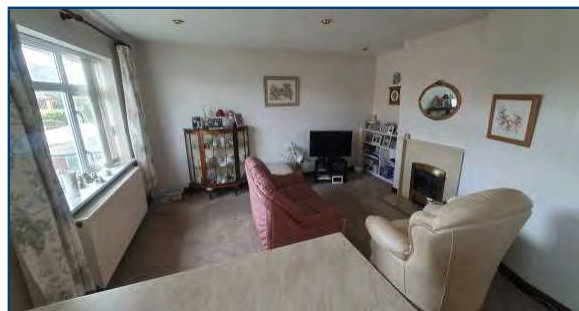
**EPC Rating** Refer to Legal Pack

**Legal Documents**

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

**Viewings**

Refer to Viewing Schedule at [www.cottons.co.uk](http://www.cottons.co.uk)



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## LOT 31

### Freehold Vacant Detached Former Office Building \*Guide Price: £220,000 - £240,000 (+Fees)

The Former Board of Guardians Office 100 Pleck Road, Walsall, West Midlands, WS2 9ES



#### Property Description:

A substantial Grade II Listed, three storey, Jacobethan period building, prominently located fronting Pleck Road, situated adjacent to the entrance of Walsall Manor Hospital and of brick construction, with pitched tile clad roof and boasting significant architectural character and features including an imposing tower to the front elevation.

The building pre-dates the adjacent hospital and was originally built as offices for the Central Union Workhouse which housed 350 people on the hospital site.

Pleck Road leads directly off Wolverhampton Road, which provides direct access to M6 Motorway (Junction 10) being within approximately 1 mile to the West and the property is conveniently within 3/4 mile from Walsall Town Centre.

#### Planning

The property may be suitable for a variety of alternative uses subject to obtaining planning consent and Listed Building consent from Walsall Council.

#### Accommodation:

##### Ground Floor

Vestibule Entrance, Grand Reception Hall having Cellar Access, Three Separate Offices.

##### First Floor

Feature Stairs and Landing with corridor, Five Separate Offices and Two Toilets.

##### Second Floor

Stairs and Landing, Office, Tower Room.

#### Outside:

The property is set back behind a walled foregarden with mature hedge. The side and rear boundaries are secured with palisade fencing providing pedestrian access around the property and a tarmacadam former carpark is located to the side.

#### Gross Internal Areas

Ground Floor: 325 sq.ms (3,500 sq.ft),

First Floor: 325 sq.ms (3,500 sq.ft)

Second Floor: 39 sq.ms (420 sq.ft)

**Total Gross Internal Area** 690 sq.ms (7,400 sq.ft).

**Total Site Area** Approximately 0.24 acres.

#### Important Note

Any parties viewing this property must do so with utmost caution and neither the Auctioneers nor seller accept any responsibility for injury caused during a viewing. All viewers are advised to wear suitable footwear and bring a torch.

#### Legal Documents

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

#### Viewings:

Refer to Viewing Schedule Online





**LOT 32****Freehold Vacant Semi-Detached House with Three Bedrooms**

\*Guide Price: £200,000 - £220,000 (+Fees)

**33 Park Farm Road, Great Barr, Birmingham, West Midlands, B43 7QQ****Property Description:**

A semi-detached family house of two storey brick construction surmounted by a pitched tile clad roof benefitting from well laid out accommodation, having three bedrooms, UPVC double glazed windows, gas fired central heating and garage with off road car parking.

The property forms part of a popular and established residential estate and Park Farm Road leads via Waverley Avenue off Beacon Road (B4154) which provides access to Queslett Road (A4041) and leads to the Scott Arms Shopping Centre at Great Barr, being within approx. 2 miles and providing a wide range of amenities and services. The M6 Motorway (Junction 7) is within 2½ miles to the west.

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

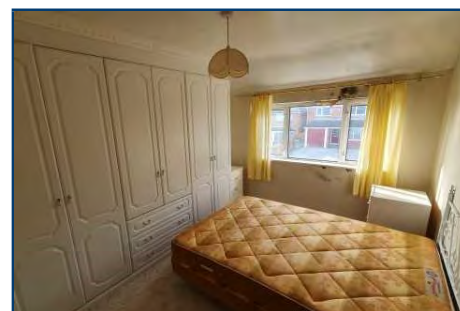
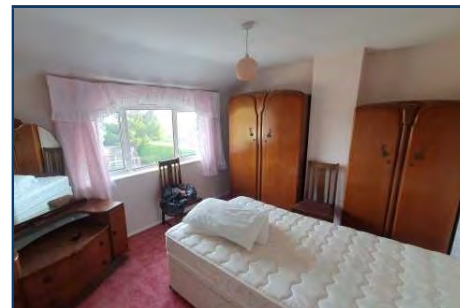
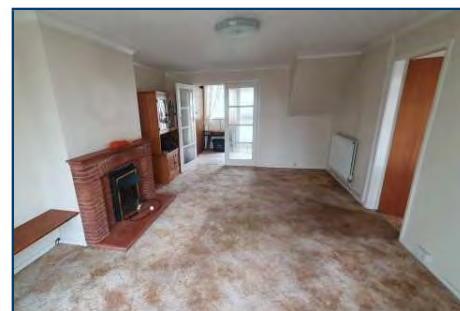
Double glazed porch, Reception Hall: 3.83m x 1.79m, Lounge/Dining Room: 4.90m x 3.01m, UPVC Double Glazed Conservatory: 3.36m x 1.82m, Kitchen: 3.19m x 2.10m.

**First Floor**

Stairs and Landing, Bedroom One: 3.80m x 2.83m, Bedroom Two: 3.04m x 3.78m, Bedroom Three: 2.84m x 2.12m, Bathroom: 3.02m x 2.13m with shower bath, pedestal wash hand basin, separate toilet with WC.

**Outside**

Front: Lawned foregarden and paved driveway. Integral Garage: 2.98m x 2.13m. Rear: Pedestrian side access, to paved patio with brick store, lawned garden and paved courtyard.

**Council Tax Band C****EPC Rating D****Legal Documents**Available at [www.cottons.co.uk](http://www.cottons.co.uk)**Viewings:** Via Cottons - 0121 247 2233

## LOT 33

### Freehold Investment, Double Fronted, End Terraced House \*Guide Price: £86,000 - £92,000 (+Fees)

#### 15 Gilgal, Stourport-on-Severn, Worcestershire DY13 9AL

##### Property Description:

A double fronted two bedroom end terraced property of brick construction surmounted by a tiled roof and set back from the road behind a walled foregarden. The property benefits from having part double glazing and gas fired central heating. Gilgal is located off both Minster Road and Worcester Road and the property is within approximately ½ a miles distance from the main shopping area located in Stourport-on-Severn. The property is currently let on an Assured Shorthold Tenancy producing a rental of £560 per calendar month (£6,720 per annum).

##### Accommodation:

**Ground Floor** Lounge (5.05m x 3.66m), Dining Room (3.76m x 3.66m)

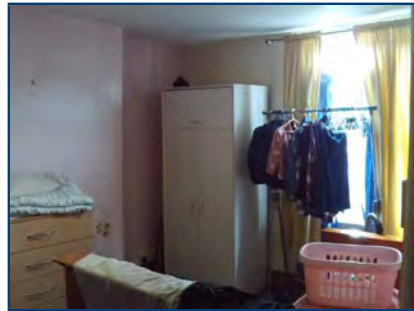
Kitchen (3.56m x 2.62m), Downstairs WC. **First Floor** Bedroom One (3.66m x 3.56m) Bedroom Two (3.66m x 2.90m) Bathroom having panelled bath, wash basin and WC. Landing/Study Area.

**Outside:** Front : Walled foregarden. **Outside:** Rear: Shared communal lawned garden.

**Council Tax Band B**  
**EPC Rating E**

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

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



Shared garden with 14 and 13 Gilgal

## LOT 34

### Leasehold Ground Floor Flat with One Bedroom \*Guide Price: £50,000 - £57,000 (+Fees)

#### By Instruction of Black Country Housing Group Flat 3 19 Lysways Street, Walsall, West Midlands WSI 3AG

##### Property Description:

A spacious and well laid out one bedroom flat situated to the ground floor of a substantial converted semi-detached house which has been extended to the rear and contains a total of 6 separate self contained flats.

The property benefits from well laid out accommodation, gas fired central heating and UPVC double glazed windows.

Lysways Street leads directly off Birmingham Road and the property is conveniently within approximately ½ mile from Walsall Town Centre providing access to a wide range of retail amenities and services.

##### Accommodation:

##### Ground Floor

Pedestrian side access to rear, Communal Entrance Hall with Security Door Entry system, Entrance Hall, Lounge: 3.66m x 3.38m, Inner Hall, Kitchen: 2.44m x 2.42m, Bedroom: 3.93m x 2.51m, Bathroom: 3.46m x 1.79m. with panel bath having shower over, pedestal wash basin and wc.

**Outside:** Communal Yard area.

##### Leasehold Information:

Lease Term: 125 years from 16 September 2022  
Ground Rent: One Peppercorn  
Service Charge: currently £1,844 per annum

**Council Tax Band: A**  
**EPC Rating: C**

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

**Viewings:** Refer to Viewing Schedule Online





**LOT 35**
**Leasehold Vacant Four Bedroom Semi-Detached House**

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

**156 Erdington Hall Road, Erdington, Birmingham, West Midlands B24 8JD**
**Property Description:**

A four bedroom semi-detached property of part rendered brick surmounted by a tiled roof set back from the road behind a foregarden and driveway allowing for off road parking and access to garage. The property benefits from having UPVC double glazing however does require modernisation and improvement throughout. The property is located on Erdington Hall Road close to the junction with Lyndhurst Road. The property is within half a miles distance from both Erdington High Street providing a wide range of shops and amenities and Junction 6 of the M6 Motorway

**Accommodation:**

Entrance Hallway, Lounge: (4.61x5.61m), Kitchen (no fittings): (3.72x3.50m), Reception Room 2: (4.18x4.67m), Garage: (4.54x2.44m), Stairs,

**First Floor**

Bedroom 1: (4.55x2.42m), Bedroom 2: (3.72x3.49m), Bedroom 3: (4.62x3.50m), Bedroom 4: (3.52x4.39m), Bathroom having panelled bath, wash basin and WC: (3.46x1.97m)

**Leasehold Information:**

**Term:** 99 years from 25 December 1933

**Rent:** £8.10

**Service Charge:** Refer to Legal Pack

**Outside:**

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

**Rear:** Garden

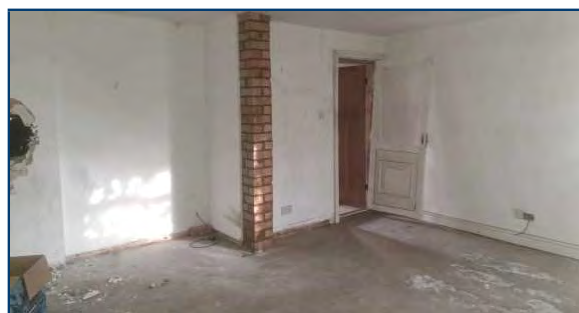
**Council Tax Band – C**

**EPC Rating – D**

**Legal Documents – Available at**

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

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


**LOT 36**
**Freehold Vacant End Terrace House with Three Bedrooms**

\*Guide Price: £76,000 - £86,000 (+Fees)

**33 Loscoe Road, Heanor, Derbyshire DE75 7FF**
**Property Description:**

A traditional three storey end-terrace house of brick construction, surmounted by a replacement pitched tile clad roof, situated behind a fore court. The property offers good size, well laid out accommodation, benefiting from uPVC double glazed windows and gas fired central heating.

The property was last used as a House of Multiple Occupation (HMO) by a Social Housing operator and is located on Loscoe Road (A6007) adjacent to the junction of Cottage Garden Lane, conveniently within circa. 0.4 miles from Heanor Town Centre, circa. 1.5 miles from Langley Mill Train Station and 8 miles northeast of Derby.

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

Hallway, Living Room: 3.37m x 3.11m minimum, Kitchen: 4.39m maximum x 3.8m, Dining Room: 2.4m x 3.63m minimum.

**First Floor**

Stairs and Landing, Bedroom One: 3.37m x 3.17m minimum, Bedroom Two: 3.83m x 4.39m maximum, Bathroom with wash basin and WC.

**Second Floor**

Stairs to Bedroom Three: 4.78m x 3.55m maximum.

**Outside:**

**Front – Courtyard**

**Side – Garden**

**Legal Documents**

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

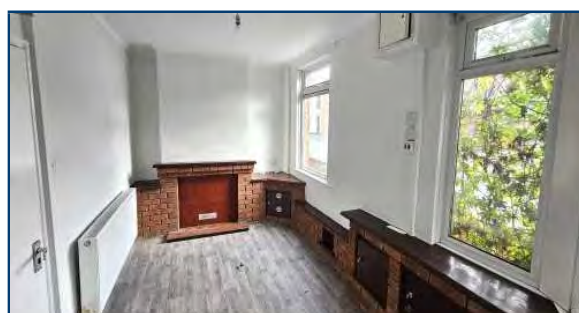
**Viewings** Refer to Viewing Schedule online

**Council Tax Band A**

**EPC Rating D**

**Completion Date:**

42 days from exchange of contracts.



## LOT 37

### Freehold Vacant Semi-Detached House with Three Bedrooms

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

#### By Instruction of the Joint LPA Receivers

#### 58 Bedford Avenue, Stafford, Staffordshire ST16 3LH

##### Property Description:

A semi-detached house to two storey rendered brick construction with pitched tile clad roof requiring structural repair and complete refurbishment throughout.

The property is set back behind a foregarden with mature hedge, occupying a generous plot of land and benefits from gas fired central heating, UPVC double glazed windows.

Bedford Avenue leads directly off Corporation Street and the property is conveniently within a third of a mile from Stafford Town Centre providing access to a wide range of retail amenities and services.

##### Accommodation:

###### Ground Floor

Entrance Hall, Lounge: 4.47m x 3.66m, Dining Kitchen: 3.81m x 2.73m, with walk in store and pantry, Rear Entrance Hall, Toilet with WC.

###### First Floor

Stairs and Landing, Bedroom One: 3.65m x 3.22m, Bedroom Two: 3.41m x 2.73m, Bedroom Three: 2.43m x 2.13m, Bathroom: 1.94m x 1.42m with modern suite having panelled bath, pedestal wash basin, WC.

##### Outside:

Front: Lawned Foregarden, side access to rear.

Rear: Yard and garden with dilapidated freestanding garage accessed from a rear right of way.

##### Council Tax Band B

##### EPC Rating D

##### Legal Documents

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

Viewings Via Cottons - 0121 247 2233



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

## --- Legal Documents Online ---



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

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

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**LOT 38****Freehold Investment - Refurbished Mid Terraced House with 3 Bedrooms**

\*Guide Price: £110,000 - £117,000 (+Fees)

**By Instruction of the Joint LPA Receivers****50 Freeston Avenue, St. Georges, Telford, Shropshire, TF2 9EQ****Property Description:**

A mid terraced house of two storey brick construction with part rendered elevations having a pitched tile clad roof and set back from the road behind a walled foregarden. The property whilst addressed as Freeston Avenue, fronts Priorslee Road and enjoys vehicular access at the rear from Freeston Avenue providing off road car parking.

The property has been fully refurbished throughout, including gas fired central heating, UPVC double glazed windows, modern kitchen and bathroom fittings, decorations and floor coverings.

Freeston Avenue forms part of an established residential estate and leads off Priorslee Road, which in turn leads off Stafford Street and the property is conveniently within 1 mile to the North of Telford Town Centre and approximately ¾ mile from the M54 Motorway (Junction 5).

The property is currently let on an Assured Shorthold Tenancy at a rental of £895 per calendar month (£10,740 per annum) which commenced on 8th March 2024 for a term of 12 months. The current tenants maintain the property in excellent condition and have indicated they would like to stay for the foreseeable future.

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

Entrance Hall, Lounge: 4.31m x 3.68m, Dining Kitchen: 5.27m x 3.18m with range of modern fitted units and store cupboard.

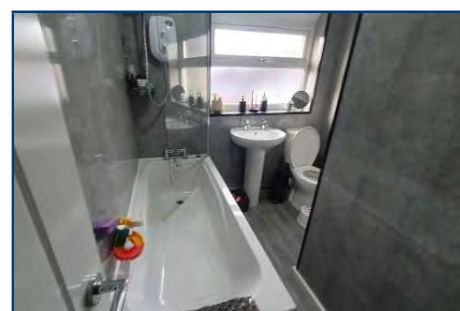
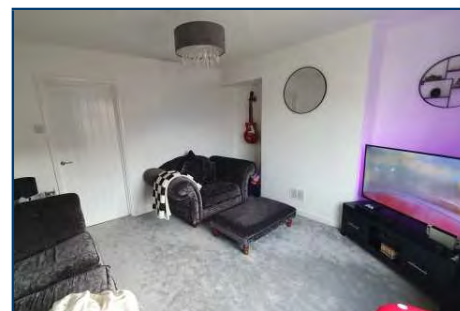
**First Floor**

Stairs and Landing, Bedroom One: 3.38m x 3.06m, Bedroom Two: 3.56m x 2.98m, Bedroom Three: 2.65m x 2.25m,

Bathroom (L Shaped): 2.44m x 2.09m (maximum) with panelled bath and shower over, pedestal wash basin and WC.

**Outside:**

Front: Walled and gravelled foregarden.  
Rear: Patio, large lawned garden and rear carparking area, accessed from Freeston Avenue.

**Council Tax Band A****EPC Rating C****Legal Documents**Available at [www.cottons.co.uk](http://www.cottons.co.uk)**Viewings:** Via Cottons - 0121 247 2233



**LOT 39**

**Freehold Vacant Refurbished Semi Detached Cottage with 3 Bedrooms**  
\*Guide Price: £180,000 - £195,000 (+Fees)

**By Instruction of the Joint LPA Receivers**

**5 Bridgnorth Road, Trescott, Wolverhampton, West Midlands, WV6 7EU**



**Property Description:**

A Traditional Semi Detached Cottage of rendered brick elevations surmounted by a pitched tile clad roof occupying a generous plot, set back behind a foregarden and driveway. The property benefits from UPVC double glazed windows LPG cylinder gas fired central heating and has been refurbished throughout including new kitchen and bathroom fittings plastering, joinery, re-decoration and floor coverings. The property occupies a rural position with excellent views to the front elevation and forms part of a row of similar dwellings accessed by way of a private road which leads directly off Bridgnorth Road (A454) which provides convenient access to Wolverhampton City Centre being within approximately 5 miles to the East.

**Accommodation:**

**Ground Floor**

Entrance Hall, Lounge: 4.50m x 3.65m, Breakfast Kitchen: 4.73m x 2.58m with extensive range of modern fitted units with wooden laminated worktops and with integrated appliances including oven, hob, cooker hood, dishwasher, fridge and freezer, Rear Entrance Hall, Toilet with WC and store cupboard.

**First Floor**

Stairs and Landing, Bedroom One: 3.35m x 2.9m, Bedroom Two: 3.39m x 3.06m, Bedroom Three: 2.61m x 2.41m, Bathroom: 2.30m x 1.91m with modern suite comprising of shower bath with shower over, pedestal wash basin, WC.

**Outside:**

Front: Lawned foregarden, tarmacadam driveway, with side access to rear.

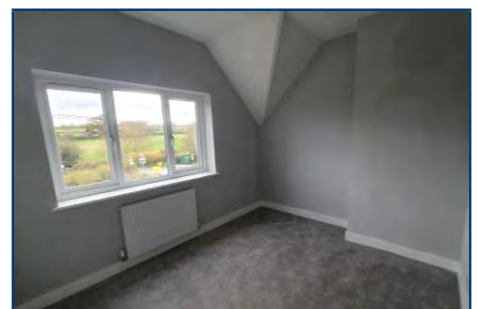
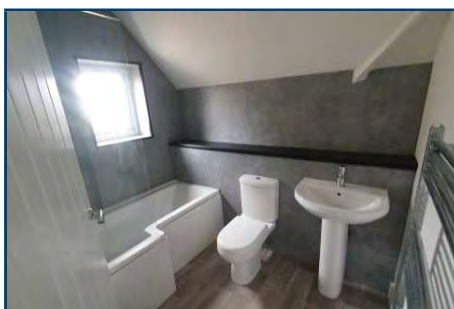
Rear: Paved patio, brick store, good sized garden.

**Council Tax Band C**  
**EPC Rating C**

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

**Viewings:** Refer to Viewing Schedule Online

**Completion Date** 8 Weeks from exchange of contracts.





## LOT 40

### Freehold Vacant Land/ Private Road

\*Guide Price: £500 PLUS (+Fees)

### Land Fronting 1-8, Bridgnorth Road, Trescott, Wolverhampton, West Midlands WV6 7EU

#### By Instructions of the Joint LPA Receivers

##### Property Description:

A parcel of land comprising of a surfaced access road fronting residential dwellings known as No 1 through to No. 8 Bridgnorth Road.

The land/access road is located off Bridgnorth Road (A454) forming part of a rural area surrounded by open countryside and approximately 5 miles West of Wolverhampton City Centre.

##### Legal Documents:

Available via [www.cottons.co.uk](http://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 41

### Freehold Investment - Semi-Detached House with Three Bedrooms

\*Guide Price: £100,000 - £107,000 (+Fees)

#### By Instruction of the Joint LPA Receivers

### 120 Baldwin Webb Avenue, Donnington, Telford, Shropshire TF2 8EN

##### Property Description:

A semi-detached house of two storey brick construction set back from the road behind a lawned foregarden and driveway and having been recently refurbished to include new kitchen and bathroom fittings, decorations, floor coverings, gas fired central heating, UPVC double glazed windows and off road car parking.

Baldwin Webb Avenue forms part of an established residential area and leads via Turreff Avenue off both Wrekin Drive and Wellington Road, located approximately 5 miles to the North of Telford Town Centre and 5 miles to the South West of Newport Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £800 per calendar month (£9,600 per annum) which commenced in 8th February 2024 for a term of 12 months. The property is maintained in excellent condition by the tenants who have indicated that they would like to remain at the property for the foreseeable future.

##### Accommodation:

##### Ground Floor

Entrance Hall, Bathroom: 2.31m x 1.68m with panelled bath having shower attachment, pedestal wash basin and WC, Kitchen: 2.73m x 2.52m with range of modern fitted units, pantry cupboard, Through Lounge: 5.01m x 3.40m.

##### First Floor

Stairs and Landing, Bedroom One: 4.98m x 2.65m, Bedroom Two: 2.59m x 2.46m, Bedroom Three: 4.50m x 2.43m.

##### Outside:

Front: Private lawned foregarden with paved driveway providing off road parking.

Rear: Pedestrian side access to patio and a generous sized lawned garden.

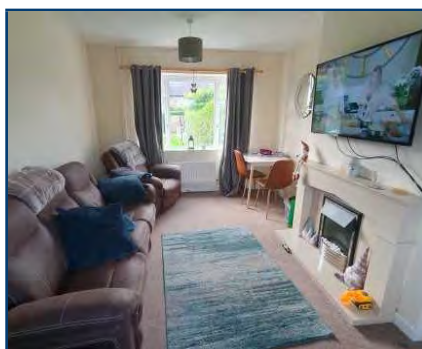
Council Tax Band: A

EPC Rating: D

##### Legal Documents

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

Viewings: Via Cottons - 0121 247 2233



## LOT 42

### Freehold Vacant Fully Refurbished Cottage with Three Bedrooms

\*Guide Price: £200,000 - £225,000 (+Fees)

By Instruction of the Joint LPA Receivers

5 Mill Cottages, Chartley, Stafford, Staffordshire, ST18 0LH



#### Property Description:

A semi detached cottage of two storey brick construction surmounted by a hipped tile clad roof having been extensively refurbished throughout to include new fully equipped kitchen fitments, bathroom fitments, re-plastering, new joinery, decorations and floor coverings. The property benefits from UPVC double glazed windows and oil fired central heating and occupies a generous plot set back behind a gravel foregarden and tarmac driveway with gravelled patio and garden to the rear. The property occupies a rural position surrounded by open countryside with excellent views and is accessed by way of a private shared driveway leading off the main road (A518) which provides access to the towns of Uttoxeter and 6 miles to the North East and the County Town of Stafford being 5 miles to the South West.

#### Accommodation:

##### Ground Floor

Reception Hall, Lounge: 4.54m x 4.18m, Kitchen: 4.2m x 2.77m with extensive range of modern fitted units with wooden laminate work surfaces and incorporating a fridge, freezer, dishwasher, oven hob

and cooker hood, Utility Room (L Shaped): 2.71m x 1.8m (maximum), Rear Entrance Hall, Toilet with WC.

##### First Floor

Stairs and Landing, Bedroom One: 3.95m x 2.95m, with fitted wardrobes, Bedroom Two: 3.76m x 3.57m with fitted wardrobes, Bedroom Three: 2.72m x 2.49m, Bathroom: 1.67m x 2.11m with panelled bath having shower over, vanity wash basin, WC.

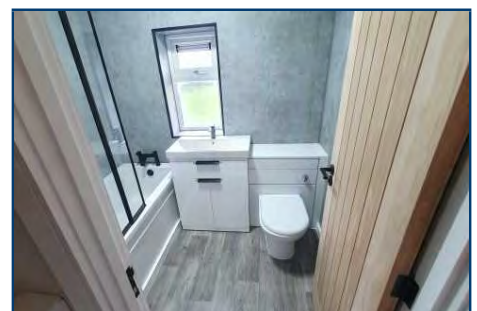
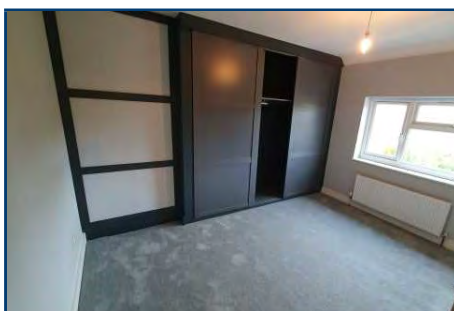
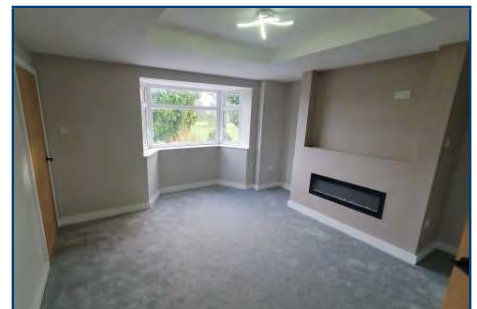
##### Outside:

Front: Tarmac Driveway and Gravelled Foregarden containing a submersed oil tank. Rear: Gravelled side driveway to patio area and large garden.

**Council Tax Band B**  
**EPC Rating D**

**Legal Documents** Available at [www.cottons.co.uk](http://www.cottons.co.uk)  
**Viewings** Via Cottons - 0121 247 2233

**Completion Date** 8 Weeks from exchange of contracts.





**LOT 43**
**Freehold Investment Three Bedroom Semi-Detached House**

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

**292 Rocky Lane, Great Barr, Birmingham, West Midlands B42 1NQ**
**Property Description:**

A semi-detached property surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing, gas fired central heating and a garage located to the rear of the property accessed via a service road providing secure off road parking. Rocky Lane is located of Old Walsall Road and the property itself is located between the junctions of Baltimore Road and Dorrrington Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £600 pcm (£7,200 per annum)

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

Entrance Hallway, Through Lounge: (7.51x2.95m), Kitchen: (3.35x1.55m), Side Utility and Rear Extension: (7.82x1.35m), Stairs

**First Floor**

Bedroom 1: (3.64x2.92m), Bedroom 2: (3.80x2.92m), Bedroom 3: (2.05x1.61m), Bathroom having panelled bath with shower over, Wash basin and WC: (1.85x1.57m)

**Outside:**

**Front:** Lawned foregarden

**Rear:** Patio, lawned garden and garage accessed via a service road

**Council Tax Band – B**

**EPC Rating – D**

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

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


**LOT 44**
**Freehold Investment (Three Bedroom End Terraced House)**

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

**35 Townley Gardens, Aston, Birmingham, West Midlands B6 6LP**
**Property Description:**

A three bedroom end terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Townley Gardens is located off Trinity Road which in turn can be found off Witton Road. The property is let on a Assured Shorthold Tenancy Agreement for a term of 5 years from 15/11/2024 producing a rental of £750 pcm (£8,400 for the first three years) and then £800 pcm (£9,600 per annum for the remaining two years).

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

Entrance Porch, Entrance Hallway,

Kitchen: (2.41x2.62m), Lounge/Dining Room: (5.82x4.66m), Stairs

**First Floor**

Bedroom 1: (3.76x2.78m), Bedroom 2: (4.39x2.76m), Bedroom 3: (3.10x1.80m), Bathroom having panelled bath with mixer shower over, wash basin and WC: (1.70x1.94m)

**Outside:**

**Front:** Paved foregarden

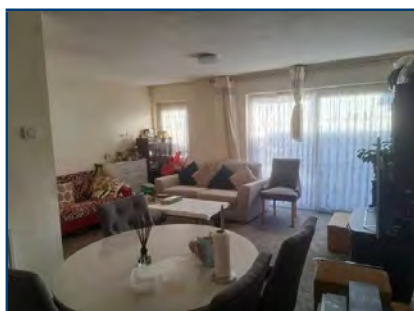
**Rear:** Paved garden

**Council Tax Band – B**

**EPC Rating – Commissioned (Refer to Legal Pack)**

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

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





**LOT 45**

**Leasehold Vacant City Centre Flat with One Bedroom**  
\*Guide Price: £69,000 - £74,000 (+Fees)

**Flat 133 Cleveland Tower, Holloway Head, Birmingham, West Midlands B1 1UE**

**Property Description:**

A well laid out purpose built flat constructed around 1970 situated on the 17th floor of a prominent block forming part of 'The Sentinels' located at the junction of Holloway Head and Bristol Street and enjoying superb views over the west and north eastern parts of the City and beyond.

The development itself occupies a central location close to such landmark buildings as the Mailbox and Beetham Towers/Radisson Hotel and benefits from convenient access to both the central shopping area which includes the Bullring and to Broad Street which provides a wide range of leisure and entertainment facilities.

The property benefits from UPVC double glazed windows and gas fired central heating with new Baxi Combination boiler installed 14th March 2022.

**Accommodation:**

**Ground Floor**

Communal Entrance with security door entry system and resident concierge. Lift Access to 17th Floor,

**17th Floor**

Communal Landing, Reception Hall with Store Cupboard, Living Room: 5.78m x 3.09m

with Balcony: 6.65m x 1.18m, Kitchen: 3.57m x 1.91m, Bedroom: 5.05m x 2.63m and Bathroom with bath, wash basin and WC.

**Leasehold Information**

**Term:** 125 years from 22nd April 2002.

**Ground Rent:** £10 per annum.

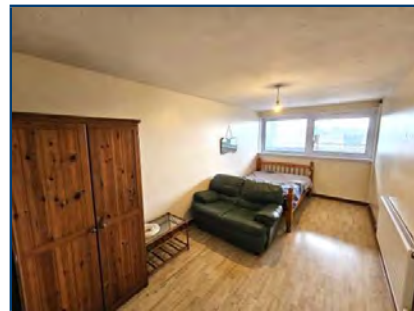
**Service Charge:** Refer to Legal Pack

**Council Tax Band A**

**EPC Rating C**

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

**Viewings** Refer to Viewing Schedule Online



**LOT 46**

**Freehold End Terrace House**  
\*Guide Price: £115,000 - £125,000 (+Fees)

**73 Cotterills Road, Tipton, West Midlands DY4 0JZ**

**Property Description:**

An end terraced property of rendered construction surmounted by a tiled roof set back from the road behind a tarmac covered driveway allowing for off road parking. The property benefits from having majority double glazing, gas fired central heating and garage accessed via a shared driveway, however does require some modernisation and improvement. Cotterills Road is located off Walker Street which in turn can be found off both Bridge Road and Powis Avenue.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Lounge: (4.06x3.43m), Kitchen: (4.43x2.67m), Conservatory: (3.44x1.70m), Stairs

**First Floor**

Landing, Bedroom 1: (4.41x3.27m), Bedroom 2: (2.17x1.51m), Box Room: (1.70x1.50m), Shower Room having shower cubicle, wash basin and WC: (2.62x1.20m)

**Outside:**

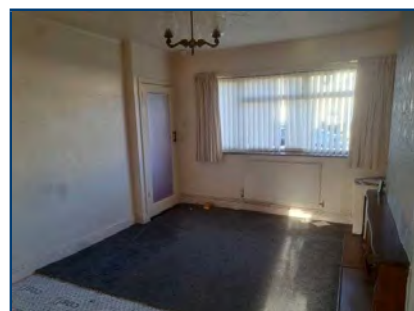
**Front:** Tarmac covered foregarden providing off road parking

**Rear:** Lawned garden and store

**Council Tax Band – A**  
**EPC Rating – D**

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

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





**LOT 47**
**Freehold Investment - Two Self contained Flats (£13,140 pa)**

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

**59A & 59B Blackberry Lane, Halesowen, West Midlands, B63 4NY**

**Property Description:**

An mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been formally converted to provide two self contained flats, 1x one bedroom and 1x two bedroom. Each flat has its own separate entrance and benefit from UPVC double glazing, electric heating and being separately metered. Blackberry lane is located of Hagley road and Dogkennel Lane. Both flats are currently let producing a total rental of £13,140 per annum, a schedule of tenancies are listed below.

**Schedule of Tenancies**

Flat 59b - Let on an Assured Shorthold Tenancy at £525 pcm (£6,300 per annum)

Flat 59a - Let on an Assured Shorthold Tenancy at £570 pcm (£6,840 per annum)

**Total Rental Income: £1,095 pcm (£13,140 pa)**

**Accommodation:**
**Flat 59b (Ground Floor Flat)**

Lounge, Bedroom, Kitchen, Shower Room having shower, wash basin and wc,

**Flat 59a (First & Second Floor Flat)**
**Ground Floor**

Entrance Hallway, Stairs

**First Floor**

Hallway, Lounge, Kitchen, Bedroom 1, Shower Room having shower, wash basin and wc, and stairs to

**Second Floor**

Bedroom 2

**Outside:**

**Front:** Walled foregarden and drive

**Rear:** Garden

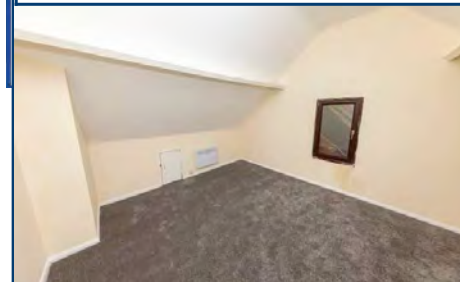
**Council Tax Band A**
**EPC Rating**

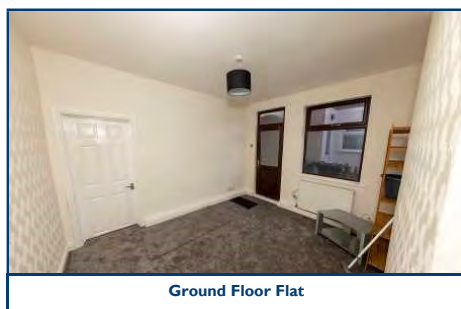
59a - E

59b - D

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

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


**First and Second Floor Flat**

**First and Second Floor Flat**

**First and Second Floor Flat**

**Ground Floor Flat**

**Ground Floor Flat**

## LOT 48

### Freehold Investment - Mid Terraced House with 3 Bedrooms & Loft Room

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

#### By Instruction of the Joint LPA Receivers

#### 56 Fentham Road, Aston, Birmingham, West Midlands B6 6BB

##### Property Description:

A traditional mid terraced house of three storey brick construction with pitched tile clad roof set back from the road behind a walled foregarden. Fentham Road leads off Trinity Road and the property forms part of a traditional and predominantly residential area and is located between the junctions of South Grove and Hazeldene Grove.

##### Tenancy Information

The Receivers are in receipt of a draft unsigned lease, to Streetly Housing Limited, which commenced on 1st March 2022 and ends on 1st March 2025 at a rent of £1,900 per calendar month (£22,800 per annum).

##### Accommodation:

Whilst the property has not been inspected internally by the Auctioneers we have referred to previous marketing particulars available on Rightmove when the property was last transacted in 2022, which states the property benefits from the following accommodation.

##### Ground Floor

Porch, Reception Hall, Lounge/Dining Room, Extended Dining Kitchen, Rear Lobby and

Wet Room with shower, wash basin WC.

##### First Floor

Stairs and Landing, Three Bedrooms, Bathroom with bath, wash basin, WC.

##### Second Floor

Loft Room.

##### Outside:

Front: Foregarden. Rear: Yard/Garden.

##### Important Note

The property is being sold on behalf of LPA Receivers who are not in possession of the property and neither can they provide any warranty or confirmation as to the terms of any occupation and all interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

##### Council Tax: B

##### EPC Rating: D

##### Legal Documents:

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

**Viewings** No Viewing Access Available.



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CHARTERED SURVEYORS



## LOT 49

### Freehold Investment - Retail Shop & Accommodation to Upper Floor

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

#### By Instruction of the Joint LPA Receivers

#### 97A Lozells Road, Birmingham, West Midlands B19 2TR

##### Property Description:

A prominently located mid terraced retail shop having accommodation to upper floors and benefitting from rear access over a shared service yard. The property is of two storey brick construction with pitched tile clad roof and forms part of a parade of similar units directly fronting the busy Lozells Road which provides an important retail centre for the surrounding residential catchment area.

##### Tenancy Information

The Receivers are in receipt of a draft unsigned lease to Flakes Dessert from 10th September 2020 to 9th August 2023 at a rent of £15,800 per annum.

##### Planning History

Records on Birmingham City Council website state planning consent was granted on 15th November 2019 (Ref: 2019/04836/PA) for change of use of upper floors from storage to one self contained flat. No evidence exists on Council Tax records that this conversion has taken place and therefore, this planning consent may have expired.

##### Accommodation:

Whilst the property has not been inspected internally by the Auctioneers we have referred to records on the Valuation Office Agency website which states the following accommodation.

##### Ground Floor

Retail Area; 81.2 sq.ms (874 sq.ft) Kitchen: 10.6 sq.ms (114 sq.ft) Toilet with WC.

##### First Floor

Internal storage: 47.4 sq.ms (510 sq.ft)

##### Outside:

Rear access to a communal service yard which leads off Hartington Road.

##### EPC Rating E

##### Legal Documents:

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

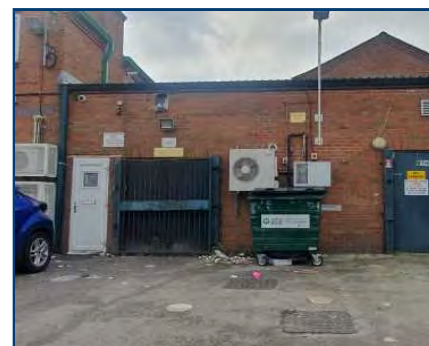
**Viewings** No Viewing Access Available.



##### Important Note

The property is being sold on behalf of LPA Receivers who are not in possession of the property and neither can they provide any warranty or confirmation as to the terms of any occupation and all interested parties should make their own enquiries prior to bidding.

No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.



## LEGAL PACKS

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




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## LOT 50

### Freehold Public House Investment with Potential

\*Guide Price: £125,000 - £130,000 (+Fees)

By Instruction of the Joint LPA Receivers

The Victoria Inn, 158 Ironstone Road, Burntwood, Staffordshire, WS7 1LY



#### Property Description:

A freehold public house investment prominently located on the corner of Ironstone Road and High Street occupying a rectangular shaped plot extending to an area of approximately 0.23 acres (921 sq.ms). The property is of two storey rendered brick construction with pitched tile clad roof having single storey extension located to the rear and benefits from a sizable car park located directly off High Street.

Burntwood comprises of a traditional town containing a wide range of retail and commercial properties located approximately 3 miles to the East of Cannock Town Centre and enjoys easy access to the M6 Toll Motorway, the M6 Motorway and Cannock Chase, which is an area of outstanding natural beauty.

#### Planning

The property is duly established as a public house however may be suitable for a variety of alternative use (subject to obtaining planning consent).

#### Lease Information

The Receivers are in possession of a draft unsigned lease which states the whole property is let on a lease for a term of 1 year which ended on 30th April 2024 with the tenant currently holding over and at a current rent of £12,000 per annum plus VAT and insurance rent.

#### Accommodation:

**Ground Floor** Entrance Hallway, Male / Female WCs, Bar Lounge, Reception Room, Inner Hallway, Kitchen, Boiler Room / Utility, Cellar

#### First Floor

Not Inspected but advised comprises 3 x bed flat, lounge, bathroom, kitchen and in poor condition

#### Outside

Lawned beer garden located to the side and rear car park.

**Gross Internal Area: 377sq.ms / 4,057.99 sq.ft.**

**Total Site Area: 0.23 acres (921 sq.ms)**

#### EPC Rating D

#### Legal Documents

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

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

#### VAT

The Receivers are awaiting confirmation from HMRC as to whether the property has been elected for VAT. Please refer to the legal documents for full details.



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



# EPC's

### ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 11.11.24

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

175 BROMFORD LANE

### ENERGY PERFORMANCE CERTIFICATE (EPC)

Property type: Residential and Commercial/Industrial/Professional services  
Total floor area: 270 square metres

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

Energy rating and score  
This property's energy rating is B. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others  
Properties similar to this one could have ratings: A+ to E

72 HIGH STREET

### ENERGY PERFORMANCE CERTIFICATE (EPC)

Property type: Residential and Commercial/Industrial/Professional services  
Total floor area: 71 square metres

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

Energy rating and score  
This property's energy rating is E. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others  
Properties similar to this one could have ratings: A+ to E

97A Lozells Road

### ENERGY PERFORMANCE CERTIFICATE (EPC)

Property type: Residential and Commercial/Industrial/Professional services  
Total floor area: 277 square metres

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

Energy rating and score  
This property's energy rating is D. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others  
Properties similar to this one could have ratings: A+ to E

THE VICTORIA INN

### ENERGY PERFORMANCE CERTIFICATE (EPC)

Property type: Residential and Commercial/Industrial/Professional services  
Total floor area: 400 square metres

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

Energy rating and score  
This property's energy rating is C. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others  
Properties similar to this one could have ratings: A+ to E

UNIT 2, 236 HIGH STREET

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**sales@cottons.co.uk**




### ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 28.11.24

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

100 PLECK ROAD

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**Pi-Property Insurance**



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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 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 bona fides of the seller and that he is the beneficial owner but we give no warranty.

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