

A stylized '100' in a vibrant pink-to-purple gradient, with a small 'TH' to the right. The numbers are bold and modern, with thin lines extending from the top and bottom of the zeros.

— ANNIVERSARY —
CENTENARY YEAR 2024
COTTONS

Cottons
CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday **27 March** 2024: 1pm



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

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.
9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
11. **If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.**
12. The Auctioneers reserve the right to photograph successful bidders for security purposes.
13. The successful bidder will be required to pay an Administration Fee of £1,250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £5,000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).
14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.
15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.
16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website www.cottons.co.uk/contact/ if you require any clarification upon how we hold data.

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

ID

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

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

Third Party Bidding

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

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

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

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

MISREPRESENTATION ACT

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

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

DEFINITION

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 30 Lots

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

Order of sale

LOT	ADDRESS	TENURE
1	32 Christchurch Close, Edgbaston, Birmingham B15 3NE	Freehold Vacant Residential
2	Former Gospel Hall, 87 Jiggins Lane, Bartley Green B32 3LD	Freehold Plot of Land & Premises
3	48 Aston Road, Tividale, Oldbury, West Midlands B69 1TN	Freehold Vacant Residential
4	Flat 11, Kensington Court, Foxwood Grove, Kingshurst, Birmingham B37 6HP	Leasehold Residential Investment
5	32 Tower Road, Tividale, Oldbury, West Midlands B69 1NB	Freehold Vacant Residential
6	72 Conway Road, Fordbridge, Birmingham B37 5LB	Freehold Vacant Residential
7	32 Rock Street, Dudley, West Midlands DY3 2BL	Freehold Vacant Residential
8	118 Fentham Road, Erdington, Birmingham B23 6AN	Freehold Residential Investment
9	159 Slade Road, Erdington, Birmingham B23 7QU	Freehold Residential Investment
10	17 Manorhouse Close, Walsall, West Midlands WS1 4PB	Leasehold Vacant Residential
11	Land Rear Of 26-30 Heath Gap Road, Cannock, Staffordshire WS11 6DY	Freehold Land with Potential
12	35 Birmingham Street, Oldbury, West Midlands B69 4DY	Freehold Shop Investment with Flat
13	Great Aine Social Club, Henley Road, Great Aine, Alcester, Warks B49 6HL	Freehold Vacant Former Social Club
14	44 Elmdon Road, Acocks Green, Birmingham, B27 6LH	Freehold Vacant Residential
15	44 Walsall Street/Mary Ann Street, Wolverhampton, West Midlands WV1 3LF	Freehold Vacant Industrial Premises
16	34 Market Street, Hednesford, Cannock, Staffordshire WS12 1AF	Freehold Retail Investment
17	161 & 161a High Street, Chasetown, Burntwood, Staffordshire WS7 3XL	Freehold Residential Investment
18	14 Corn Mill Close, Quinton, Birmingham B32 3BH	Freehold Vacant Residential
19	Flat 3, 4 Pixhall Walk, Castle Vale, Birmingham B35 7NJ	Leasehold Vacant Residential
20	459-465 Warwick Road, Tyseley, Birmingham B11 2JP	Freehold Mixed Use Investment
21	Lightworks, 71-75 Market Street, Hednesford, Staffordshire WS12 1AD	Freehold/Leasehold Mixed Use Investment
22	Sheldon Gardens, 492 Sheldon Heath Road, Sheldon, Birmingham B26 2RU	Freehold Residential Investment
23	8 Orkney Avenue, Hodge Hill, Birmingham B34 6BY	Freehold Vacant Residential
24	15 King Street, Burntwood, Staffordshire WS7 4QJ	Freehold Residential Investment
25	Fgrs 131, 131b, 133 & 133b Bucklands End Lane, Castle Bromwich B34 6HX	Freehold Ground Rents
26	Fgrs 147 & 147b Bucklands End Lane, Castle Bromwich, Birmingham B34 6HX	Freehold Ground Rents
27	5 Gorsefield Road, Birmingham B34 7AN	Freehold Vacant Residential
28	Apartment 505, 150-159 Moseley Street, Birmingham B12 0RU	Leasehold Residential Investment
29	The Village Lodge, 37/39 Station Street, Cheslyn Hay, Walsall WS6 7ED	Freehold Restaurant Investment
30	927 Queslett Road, Great Barr, Birmingham B43 7DT	Freehold Shop & Flat Investment

Auctioneers:

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

Valuers:

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

Auction Team:

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

IMPORTANT NOTICE

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

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

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

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day as detailed above. This will enable us to fastrack your entry to the auction room and streamline the purchase procedure in the event your bid is successful. By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

To discuss any matter please contact the Auction Team on: 0121 247 2233

100TH

ANNIVERSARY
CENTENARY YEAR 2024
COTTONS

Follow us on



@Cottonscs

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

Bidding Options

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

In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

• Card Payments

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

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

Online, Telephone & Proxy Bidding

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

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

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

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

Live Online Auction Buying Guide

Introducing Cottons Online Auctions

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

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

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

REGISTRATION

We offer remote bidding services as follows:

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

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

ACCEPT TERMS

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

BIDDING SECURITY

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

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.

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: _____

LOT Details

LOT: _____

Address: _____

Max Bid (Proxy Bid): _____ Max Bid (Words) _____

Payment Details

Payment Required

£6,250
(Six Thousand, Two Hundred & Fifty Pounds)

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

Signed: _____ Date: _____

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

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

Name of Account Holder: _____

Account No. Sort Code: / /

Remote Bidding Terms & Conditions

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

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

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

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

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Email:

Tel:

Mobile:

Solicitors Details:

Name:

Postcode:

Company:

Email:

Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

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

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

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

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22 May 2024

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Closing date for entries:

26 April 2024

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

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

AUCTION ADMINISTRATION FEE

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

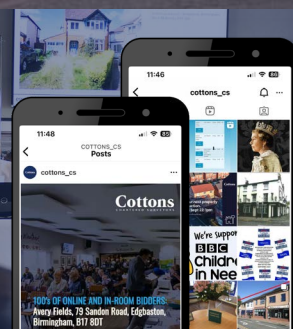
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Additional Fees / Costs / Charges MAY be payable by the buyer in addition to the purchase price. These MAY include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent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

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

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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.

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LOT 1

Freehold Vacant Three Bedroom House
*Guide Price: £170,000 - £190,000 (+Fees)

32 Christchurch Close, Edgbaston, Birmingham, West Midlands B15 3NE

Property Description:

A three bedroom end terrace property of brick construction surmounted by a pitched tiled roof set back from the road behind a lawned foregarden. The property benefits from a garage providing off road parking located in a separate block. Christchurch close is a cul-de-sac set back off the highly desirable Augustus Road on the Calthorpe estate. The property requires modernisation and improvement throughout. The property is within approximately one miles distance from Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (3.44x6.42m), Dining Kitchen: (4.51x3.58m), WC: (1.24x1.19m), Stairs,

First Floor

Landing, Bedroom 1: (3.24x4.62m), Bedroom 2: (3.46x3.69m), Bedroom 3: (2.45x2.62m), Bathroom having panelled bath with shower over, wash basin and WC: (3.40x1.69m)

Outside:

Front: Lawned foregarden
Rear: Patio area and lawned garden and garage located in a separate block

Council Tax Band – D
EPC Rating - Commissioned (Refer to Legal Pack).

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

Viewings – Via Cottons – 0121 247 2233



LOT 2

Freehold Plot of Land with Former Gospel Hall
*Guide Price: £65,000 - £70,000 (+Fees)

Former Gospel Hall, 87 Jiggins Lane, Birmingham, West Midlands B32 3LD

Property Description:

A plot of land circa. 369.9 sq. metres (0.09 acres) accommodating two dilapidated detached buildings of non-traditional construction, formerly used as a Gospel Hall.

The property is located on Jiggins Lane, approximately two and a half miles from Harborne High Street in a predominately residential location.

Development Potential

The property may have redevelopment potential for various alternative uses. Prior to bidding all prospective purchasers are recommended to discuss any proposals for redevelopment or alternative use with the local planning department at Birmingham City Council.

Accommodation

Front Detached Building:

Hallway, main hall, inner hallway, kitchen, storeroom.
Gross Internal Area 72.3 sq. metres.

Rear Detached Building: Not Inspected

Outside: Driveway and surrounding gardens.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only (Please refer to video tour for Internal Viewing).



FRONT BUILDING



REAR BUILDING



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

LOT 3

Freehold Vacant Semi Detached House with Two Bedrooms

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

48 Aston Road, Tividale, Oldbury, West Midlands B69 1TN

Property Description:

A traditional semi-detached house of two storey brick construction surmounted by a pitched tiled clad roof benefitting from UPVC double glazed windows and external doors, gas fired central and good sized front and rear gardens. The property forms part of an established residential area and Aston Road leads off Regent Road which in turn runs off Birmingham New Road (A4123) and provides access to the cities of Wolverhampton and Birmingham. Dudley Town Centre is located approximately 1½ miles to the West.

Accommodation:

Ground Floor

Porch, Entrance Hall, Lounge: 4.37m into bay window x 3.18m, Dining Room: 4.14m x 3.02m with Store Cupboard, Kitchen: 2.46m x 1.74m.

First Floor

Stairs and Landing, Bedroom One: 3.68m x 3.24m (plus recess), Bedroom Two: 3.12m x 2.45m, Bathroom: 2.18m x 1.59m with panelled bath and electric shower over, wash basin, WC

Outside:

Front: Fully paved forecourt, pedestrian side access to rear.
Rear: Paved patio, large part paved garden.

EPC Rating: D

Council Tax Band: Band A

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

Viewings: Via Cottons - 0121 247 2233



LEGAL PACKS

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

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

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

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LOT 4
Leasehold Investment - Presentable First Floor Studio Flat
 *Guide Price: £37,000 - £42,000 (+Fees)

Flat 11, Kensington Court, Foxwood Grove, Kingshurst, Birmingham, West Midlands B37 6HP
Property Description:

A presentable purpose built studio apartment situated to the first floor of a four storey development prominently located at the junction of Foxwood Grove and Bannerlea Road forming part of an established Residential Estate which is situated within the Borough of Solihull and located approximately 7 miles to the East of Birmingham City Centre.

The property is offered for sale in a well maintained and presentable condition benefitting from UPVC double glazed windows and is currently let on an Assured Shorthold Tenancy Agreement at a rental of £410 per calendar month (£4,920 per annum).

The tenant has occupied the property since April 2017 and has maintained the accommodation in an excellent condition and has indicated that he would like to remain in the property for the foreseeable future.

Accommodation:

Ground Floor Communal Entrance Hall with security door entry system.

First Floor Stairs and a Long Landing Area, Reception Hall, Large Bed/Living Room: 5.02m x 4.35m, including Lounge and Bedroom Area with UPVC door to Balcony, built in cupboard and electric heater, Breakfast Kitchen; 3.01m x 2.29m with range of fitted units, Bathroom: 2.27m x 1.66m with panelled bath having electric shower over, wash basin, WC.

Outside: Communal Gardens.

Leasehold Information:

Lease Term: 999 years from 9th June 1986.

Ground Rent: Peppercorn.

Service Charge: Refer to Legal Pack

EPC Rating: D

Council Tax Band: A

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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

Service Provided By The Essential Information Group Ltd
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LOT 5

Freehold Vacant Three Bedroom Semi Detached House
*Guide Price: £140,000 - £150,000 (+Fees)

32 Tower Road, Tividale, Oldbury, West Midlands B69 1NB

Property Description:

A three bedroom semi detached house of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Tower Road is located off Wolverhampton Road (A4123) which in turn gives direct access to both Birmingham and Wolverhampton City Centers.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (5.01x3.63M), Kitchen: (2.73x3.62), Stairs

First Floor

Landing, Bedroom 1: (3.78x2.73m), Bedroom 2: (3.10x2.72m), Bedroom 3: (2.52x1.82m), Bathroom having panelled bath with wash basin and WC: (2.09x1.75m)

Outside:

Front: Lawned foregarden

Rear: Patio area and lawned garden

Council Tax Band – B

EPC Rating – D

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

Viewings – Via Cottons – 0121 247 2233



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LOT 6

Freehold Vacant Mid Terraced House with Two Bedrooms and Box Room
*Guide Price: £125,000 - £135,000 (+Fees)

72 Conway Road, Fordbridge, Birmingham, West Midlands, B37 5LB



Property Description:

A modern mid terraced house of two storey brick construction surmounted by a pitched tile clad roof, offered in a generally presentable condition, benefitting from gas fired central heating, mostly UPVC double glazed windows, two double bedrooms and a box room with potential to convert to a bedroom subject to the addition of a window.

The property is approached by way of pedestrian access from a communal parking area and forms part of a small estate containing similar housing.

Conway Road is located off Chelmsley Road which leads off Cooks Lane and the property is conveniently located within approximately 1 mile from Marston Green, which provides access to a wide range of local amenities, services and within approximately 1 mile from Marston Green railway station providing access to Birmingham City Centre, Solihull and the NEC. In addition, the property is within approximately 3 miles from both M6 and M42 motorway Junctions, 5 miles to the North of Solihull Town Centre and 7 miles to the East of Birmingham City Centre.

Accommodation:

Ground Floor

Porch, Reception Hall, Cloak Room with WC and wash basin, Lounge: 4.92m x 3.00m, Dining/Kitchen: 4.84m x 2.83m with range of units, Rear Hall/Utility Room: 3.54m x 1.85m with Store.

First Floor

Stairs and Landing, Bedroom One: 3.75m x 2.86m, Bedroom Two: 3.99m x 2.89m, Box Room: 2.05m x 1.91m, Bathroom: 2.67m x 1.89m with panelled bath having electric shower over, pedestal wash hand basin, WC.

Outside:

Front : Lawned foregarden.
Rear: Lawned garden with rear pedestrian access.

EPC Rating: C

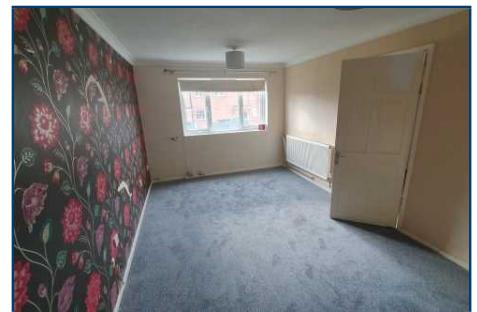
Council Tax: Band A

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 7

Freehold Vacant Detached Family Dwelling House with Potential to Extend
*Guide Price: £185,000 - £195,000 (+Fees)

32 Rock Street, Upper Gornal, Dudley, West Midlands, DY3 2BL



Property Description:

A two storey detached period residence, locally listed, of brick and Gornal stone construction surmounted by a pitched slate clad roof occupying an imposing position set back from Rock Street behind a block paved driveway and stone walled lawned garden and situated in the popular residential area of Upper Gornal.

The property has undergone substantial refurbishment during the last 5 years including restoration of stone work and original features, installation of new windows to front elevation, internal refurbishment including gas fired central heating, joinery, re-plastering and landscaping works.

The property is currently in need of final internal refurbishment works and has potential for a two storey rear extension to the rear building including redevelopment of the kitchen area and third bedroom.

Planning consent was granted by Dudley Council (Ref: P19/0855) dated 8th August 2019 for two storey side/rear extension with elevational changes to include new windows, doors and rendering. This planning consent has now lapsed and all interested parties should discuss their proposals with the Local Planning Department prior to bidding.

Rock Street leads off Pale Street which in turn leads off Kent Street (A459) and the property is located one mile to the South of Sedgley Town Centre and two miles to the North West of Dudley Town Centre.

Accommodation:

Ground Floor

Reception Hall, Lounge: 3.81m x 3.67m, with feature fireplace and wooden panelling, Dining Room: 3.78m x 3.74m, with wooden panelling, Kitchen: 3.71m x 3.64m with exposed stone wall, Side Entrance Hall, Shower Room: 2.52m x 2.51m with glazed shower, pedestal wash basin, WC.

First Floor

Stairs and Gallery Landing, Bedroom One: 3.78m x 3.69m with fitted wardrobes, Bedroom Two: 3.74m x 3.69m with fitted wardrobes, Bedroom Three: 3.71m x 3.64m (not inspected and requiring refurbishment).

Outside:

Paved fore court providing off road parking, integral garage (not inspected), large front and side lawned garden, pedestrian gated access to private rear garden, with patio, artificial lawned garden, rear paved area with part built wooden games room.

EPC Rating: F

Note: The current EPC was assessed on 5 October 2018 prior to any refurbishment works.

Council Tax: Band D

Legal Documents:

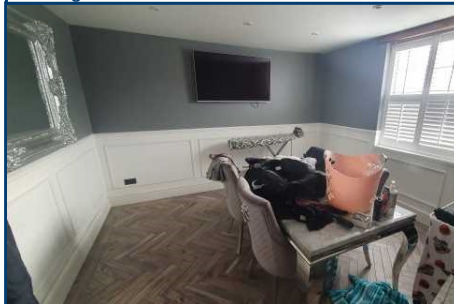
Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



LOT 8

Freehold Investment - Mid Terraced House (Two Self-Contained Flats)
*Guide Price: £110,000 - £120,000 (+Fees)

118 Fentham Road, Erdington, Birmingham, West Midlands B23 6AN

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property has been converted to provide 2 x one bedroom flats both benefitting from UPVC double glazing and gas fired central heating and each flat is separately metered. Fentham Road is located off both Gravelly Hill North and Slade Road and the property itself is close to the junction with Clarence Road. Both flats are currently let on Assured Shorthold Tenancies and both tenants have been in occupation in excess of 12 years. A Schedule of Tenancies is detailed below.

A Schedule of Tenancies:

Ground Floor Flat: £368 pcm (£4,416 per annum)

First Floor Flat: £350 pcm (£4,200 per annum)

Total Rental: £8,616 per annum

Accommodation:

Ground Floor

Communal Entrance Hall

Ground Floor Flat

Lounge, Kitchen, Bedroom (3.78x3.28), Bathroom: (1.94x1.59m) having panelled bath, wash basin and WC, Cellar, Stairs,

First Floor Flat:

Lounge: (3.75x4.74m), Bedroom: (3.86x2.77m), Kitchen: (2.45x2.58m), Shower Room: (1.27x2.59m) having shower cubicle, wash basin and WC

Outside:

Front: Small paved foregarden

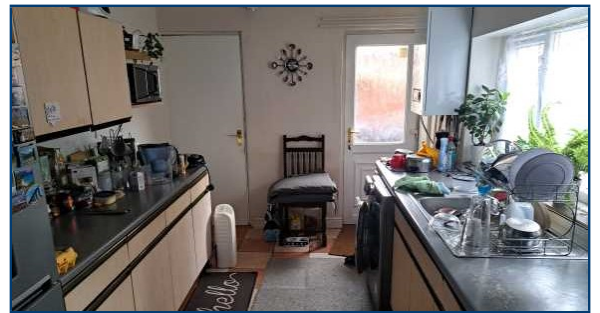
Rear: Paved yard

Council Tax Band – A

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Via Cottons – 0121 247 2233



LOT 9

Freehold Investment - Three Bedroom Terraced House
*Guide Price: £145,000 - £155,000 (+Fees)

159 Slade Road, Erdington, Birmingham, West Midlands B23 7QU

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating. The property is located close to the junctions with George Road and Hillaries Road and Slade Road itself is located off Salford Circus which gives direct access to the M6 Motorway (Junction 6). The property is also within approximately half a miles distance from Gravelly Hill Train Station and within a miles distance form the main High Street located in Erdington which provides a wide range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy producing a rental of £875 pcm (£10,500 per annum).

Accommodation:

Ground Floor - Lounge: (3.58x4.04m), Kitchen: (3.40x3.57m), Inner Lobby with door to rear, Shower Room having shower cubicle, wash basin and WC: (2.32x1.92m), Stairs

First Floor - Landing, Bedroom 1: (3.61x3.43m), Bedroom 2: (3.45x2.91m), Bedroom 3: (3.30x1.90m)

Outside:

Front: Paved foregarden and steps to front door

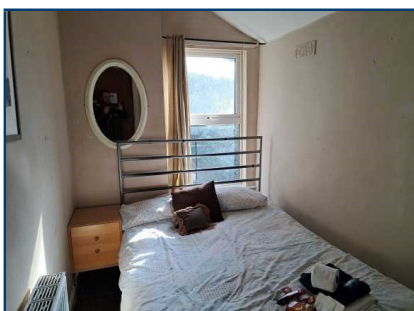
Rear: Garden

Council Tax Band – A

EPC Rating – D

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

Viewings – Via Cottons – 0121 247 2233



LOT 10

Leasehold Vacant Two Bedroom Apartment
*Guide Price: £80,000 - £90,000 (+Fees)

17 Manorhouse Close, Walsall, West Midlands WS1 4PB

Property Description:

A two bedroom second floor apartment located in a purpose built block set back from the road behind communal gardens and parking area. The apartment is offered for sale in presentable condition and benefits from UPVC double glazing and gas fire central heating. Manorhouse Close is a development located off Lord Street which in turn is found off Bescot Crescent. The property is within approximately a mile and a half distance from Walsall Town Centre which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, access to stairs

Apartment 17

Entrance Hallway, Lounge/Kitchen: (4.35x5.50m), Bedroom 1: (3.55x2.53m), Bedroom 2: (3.66x3.09m) with en-suite shower room having shower cubicle, wash basin and WC: (1.99x1.77m), Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and allocated parking space

Leasehold Information:

Term: 125 years (less 3 days) from 1 January 2006

Rent: Refer to legal pack

Service Charge: Refer to legal pack

Council Tax Band - B
EPC Rating - C

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 11

Freehold Vacant Land
*Guide Price: £5,000 - PLUS (+Fees)

Land Rear of 26 - 30 Heath Gap Road, Cannock, Staffordshire WS11 6DY

Property Description:

A parcel of freehold land irregular in shape extending to an area of 222.71 sq.ms (2,397 sq.ft) and located to the rear of a terrace of modern town houses, known as 26-30 Heath Gap Road.

The land is enclosed by brick wall to part and timber fencing to the remainder and is currently lawned.

Whilst the land is currently classed as garden amenity land there may be potential for alternative uses and prior to bidding all interested parties should contact the local planning department at Cannock Chase Council to discuss any proposals that they may have.

We understand access to the land is obtained from Heath Gap Road by vehicular rights of way located adjacent to both No's 26 & 30 and crossing the rear car parking area.

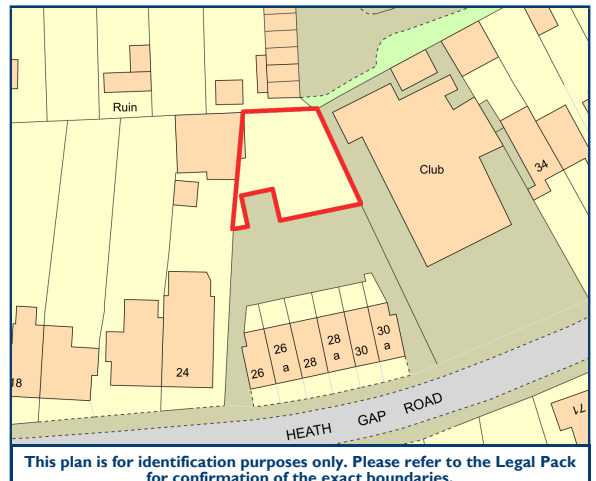
Heath Gap Road leads directly off Cannock Road and the property is conveniently located approximately 1 1/2 miles to the North of Cannock Town Centre.

Note Prior to bidding all interested parties should satisfy themselves in relation to the potential of the land for any alternative uses along with suitability of the access arrangements.

Legal Documents Available at www.cottons.co.uk

Viewings

External Only



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



LOT 12

Freehold High Street Retail Premises with Duplex Flat - Part Investment
*Guide Price: £120,000 - £130,000 (+Fees)

35 Birmingham Street, Oldbury, West Midlands, B69 4DY



Property Description:

A three/four storey traditional built premises of brick construction with part tiled/part flat roof situated directly fronting Birmingham Street and located within Oldbury Town Centre.

The property comprises a retail premises located to the ground and lower ground floors and a duplex flat to the first and second floors which requires complete refurbishment and modernisation. The property further benefits from a rear yard/car parking area which is accessed from Birmingham Street via Low Town.

Birmingham Street leads directly off Birmingham Road (A457) and the property is conveniently located for access to a wide range of local retail amenities and services within the Town Centre along with the M5 motorway (Junction 2) which is within approximately 1 mile to the south.

Tenancy Information

Ground Floor Retail Shop: Let on a lease for a Term of 3 years from 1st June 2023 (subject to break clause) at a rent of £600 per calendar month (£7,200) per annum.

First Floor Flat: Vacant.

Accommodation:

Accommodation

Ground Floor

Front Room: 22.73 sqms (244 sqft), Rear Room: 9.7sqms (104 sqft).

Lower Ground Floor/Basement:

Hallway with Rear Access, Store Room: 13.82 sqms (148 sqft), Kitchen: 5.69 sqms (61 sqft) including toilet with WC and wash basin.

Flat Accommodation

External Rear Stairs to

First Floor Reception Hall, Kitchen (no fittings): 3.51m x 1.95m, Lounge: 4.11m x 3.91m.

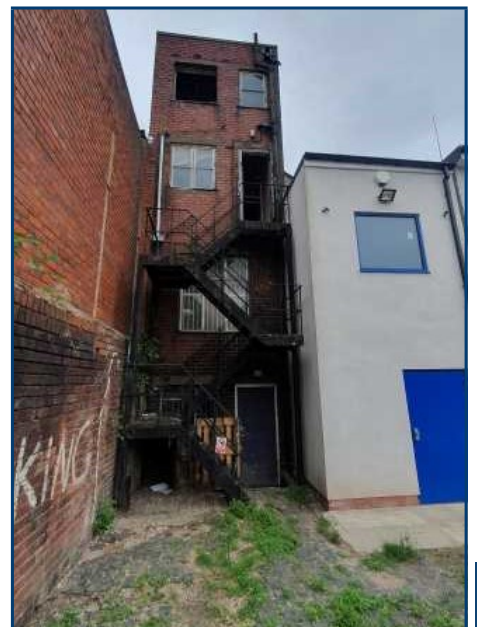
Second Floor: Stairs and Landing, Bedroom One: 3.95m x 3.58m, Bedroom Two: 3.54m x 1.5m, Bathroom: 2.62m x 1.42m (No fittings).

Outside:Rear : Yard/Car Parking Area.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 13

Freehold Vacant Former Social Club in Desirable Village Location
*Guide Price: £120,000 PLUS (+Fees)

Great Alne Social Club, Village Road, Great Alne, Warwickshire, B49 6HL



Property Description:

A former social club of single storey rendered brick construction with part pitched and part flat roof in need of significant refurbishment and repair and offering potential for alternative use.

The property was once a very popular meeting place with a large snooker room, lounge, bar, function room and ancillary accommodation however, has been closed for several years and is currently in a state of disrepair.

The property is set well back from Henley Road (B4089) behind a tarmac parking area and is attached to Great Alne Memorial Hall, situated in the centre of Great Alne being a picturesque and much sought after Warwickshire Village, conveniently located within easy distance of the local towns of Alcester being within 2 miles, Stratford-upon-Avon and Henley in Arden being within 5 miles, Redditch being within 7 miles and the property lies approximately 20 miles to the South of Birmingham City Centre (Note: all distances are approximate).

The property comprises of two separate Land Registry titles WK454894 & WK454122

Planning All interested parties should satisfy themselves in respect of the current planning status and discuss any proposals for the property with the Local Planning Authority at Stratford-upon-Avon District Council.

Ground Floor

Entrance Hall with Ladies and Gents Toilets, Snooker Room: Area 71.71 sq. m (771 sq. ft.), with Bar, access to Three Storage Rooms (Former Beer Cellar): 27 sq. m (290 sq. Ft), Central Lounge Area with Access to Bar: 41.41 sq. m (445 sq. Ft) and Large Function Room: 98.75 sq. m (1,062 sq. Ft).
Total Floor Area: 269 sq. m (2,896 sq. Ft)

Outside: Front: Deep Carparking Area with Right of way providing access off Henley Road.

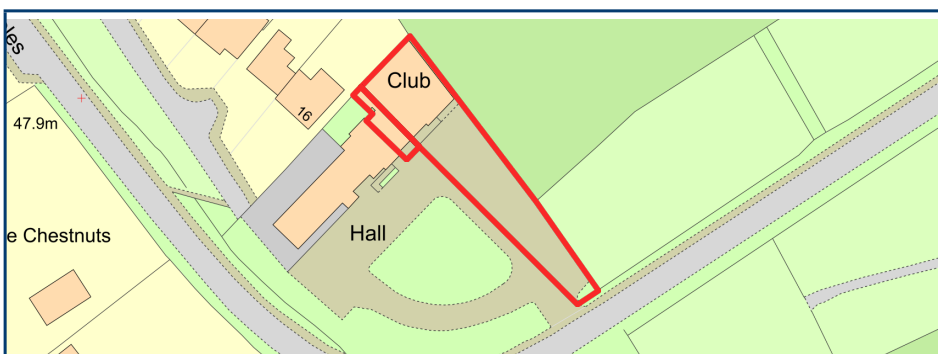
Legal Documents:

Available at www.cottons.co.uk

Note: All interested parties should check the legal documents for confirmation of suitable uses for the building along with rights of access and any third party rights of way

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.

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LOT 14

Freehold Vacant Detached Property (3 Self Contained Flats). *Guide Price: £190,000 - £210,000 (+Fees)

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



Property Description:

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

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Communal Entrance hallway with access to stairs:

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

First Floor

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

Second Floor

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

Outside:

Front: Lawned foregarden
Rear: Garden Area

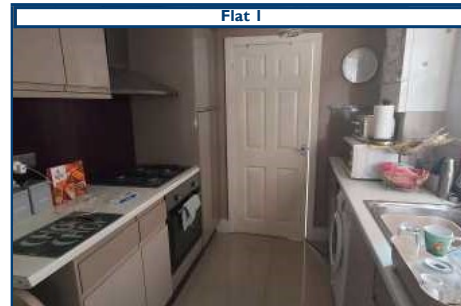
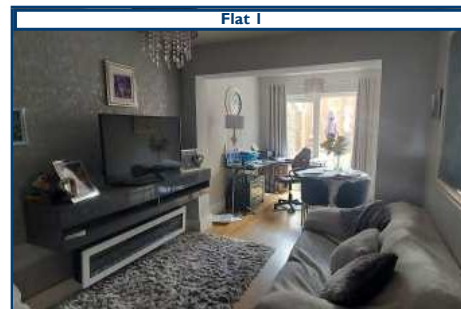
Council Tax Band – Refer to Legal Pack
EPC Rating – Commissioned (Refer to Legal Pack)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 15

Freehold Vacant Industrial Premises in Prominent Location (11,028 sq.ft.)
*Guide Price: £180,000 - £200,000 (+Fees)

44 Walsall Street/Mary Ann Street, Wolverhampton, West Midlands, WV1 3LL



Property Description:

A substantial industrial premises with ancillary accommodation, prominently situated fronting Middle Cross (A454) opposite Novotel Wolverhampton and located a short distance from Wolverhampton Ring Road (A4150), approximately ¼ mile from Wolverhampton City Centre. The property contains extensive accommodation, comprising three workshop areas of brick construction with corrugated sheet and steel framed roof set behind three storey brick built office accommodation. The property is approached from Walsall Street via an access road which leads directly to the premises and in addition the property is accessed from Ward Street via a dropped curb which leads to a car parking area. The property provides extensive accommodation which is in need of refurbishment and repair and may also be suitable for re-development or change of use, subject to obtaining planning consent.

Accommodation:
Industrial Premises

Ground Floor
Pedestrian and vehicular access to Loading Bay 35.16 sq.ms (378 sq.ft.), with roller shutter door.
Workshop 1 154.97 sq.ms (1668 sq.ft.)
Workshop 2 271 sq.ms (2922 sq.ft.)
Workshop 3 173.33 sq.ms (1861 sq.ft.)

Office Premises

Ground Floor: 81.99 sq.ms (882 sq.ft) with Reception, Three Rooms/Offices.
First Floor: 81.99 sq.ms (882 sq.ft) with Stairs and Landing, Three Rooms/Offices. Further Office Accommodation (not inspected) 144.14 sq.ms (1551 sq.ft), in dilapidated condition and served by secondary stairs.
Second Floor: 81.99 sq.ms (882 sq.ft), Stairs and Landing, Kitchen, Toilet and Four Offices.
Gross Internal Area: 1024.57 sq.ms (11,028 sq.ft)

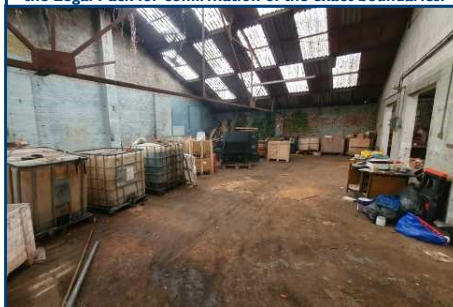
Outside: Side Yard/Car Parking Area located off Ward Street and Car Park and grassed area between Middlecross and Mary Ann Street.

Tenure: The property is held on three Freehold titles WM506311 (Land to East of Mary Ann Street), WM385524 (Land to East and West of Mary Ann Street) and MM106157 (Land at Middlecross and Mary Ann Street).

Note: The property is approached from Walsall Street via an access road (Mary Ann Street). The seller advises this access road has served the subject property for many years. The entrance to the access road is currently secured by a barrier installed by the seller approximately 8 years ago when they ceased use of the building. This access road is not included in the title and all interested parties should satisfy themselves in relation to all access rights.



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



Legal Documents:

Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 16

Freehold Town Centre Investment - Hair Salon and Flat - Rent: £12,900 p.a.
 *Guide Price: £130,000 - £150,000 (+Fees)

34 Market Street, Hednesford, Cannock, Staffordshire, WS12 1AF



Property Description:

A mid-terraced investment property of two storey brick construction, surmounted by a pitched tile clad roof and located within Hednesford Town Centre which contains a wide range of retail amenities and services along with two shopping parks which include a Tesco and Lidl Supermarket. The property is situated directly fronting Market Street and benefits from rear vehicular access which provides off road carparking.

Hednesford Town is served by the A460 Rugeley Road which provides direct access to the A5 Watling Street and which in turns leads to the M6 Motorway. The Town Centre is located on the edge of Cannock Chase and area of outstanding natural beauty providing valuable amenity.

Tenancy Information

Ground Floor: Hair Salon - Let on a lease trading as Wedgies Hair Salon for a term of 5 years from 10th May 2020 at a rent of £7,500 per annum. The tenant operates a long established Hairdressing Business and has been in occupation for 17 years.

First Floor Flat Above 34 Market Street - Let on an Assured Shorthold Tenancy Agreement at a rental of £450 per calendar month (£5,400 per annum).

Total Rental Income: £12,900 per annum.

Accommodation:

Ground Floor

Hair Salon: 37.28 sqm (401 sq.ft), Staff Room 11.4 sqm (122 sq.ft), with Toilet/WC.

Flat Over 34 Market Street:

Ground Floor Rear: Entrance Hall.

First Floor: Stairs and Landing, Lounge (4.47m x 4.28m), Internal Bedroom (2.24m x 2.57m), Kitchen (1.93m x 2.21m), Shower Room with shower, wash basin, WC.

Outside Rear: Right of way to yard area and car parking.

Council Tax Band – A

EPC Rating :

Retail Shop - D

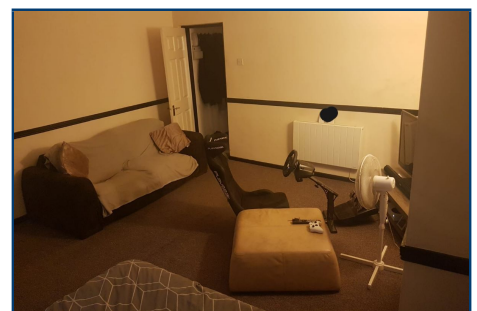
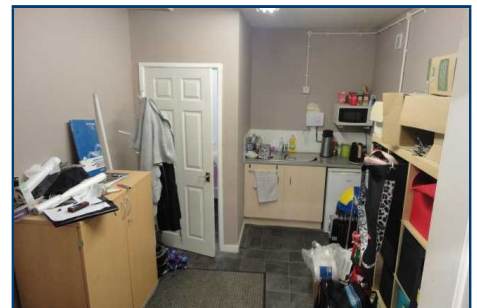
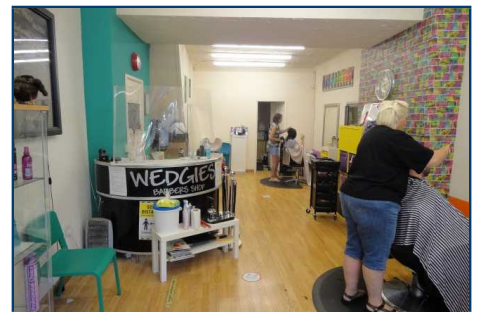
First Floor Flat - D.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Freehold Investment - Detached Former House containing Two Flats
*Guide Price: £160,000 - £170,000 (+Fees)

161 & 161A High Street, Chasetown, Burntwood, Staffordshire, WS7 3XL



Property Description:

A detached former dwelling house of two storey brick construction surmounted by a pitched tile clad roof converted many years ago into two self contained flats having majority UPVC double glazed windows, separate gas fired central heating systems and utility meters. The property occupies a large plot set back from the road behind a concrete forecourt which provides off road parking with driveway extending to the rear, providing scope for additional parking.

High Street leads directly off Milestone Way (A5190) and Chasetown is situated adjacent to Burntwood approximately 2 miles to the North of the M6 Toll Motorway providing access to the Midlands Motorway Network and 4 miles to the East of Cannock Town Centre.

Tenancy Information

161 High Street Let on an Assured Shorthold Tenancy at a currently rental of £385 per calendar month, inclusive of water rates, renewed for a term of 12 months from 1st May 2024 at a rental of £495 per calendar month, exclusive (£5,940 per annum).

161A High Street Let on an Assured Shorthold Tenancy at a currently rental of £350 per calendar month, inclusive of water rates, renewed for a term of 12 months from 1st May 2024 at a rental of £495 per calendar month, exclusive (£5,940 per annum).

Accommodation:

Ground Floor - Flat 161:

Rear Entrance Hall: 2.49m x 1.88m, Kitchen: 3.92m x 2.75m, Shower Room: 5.68m x 2.02m including lobby, utility cupboard, glazed shower enclosure, pedestal wash basin, separate WC, Box Room: 2.5m x 1.64m, Inner Hall, Lounge: 3.69m x 3.66m, Kitchen: 3.69m x 3.51m.

First Floor - Flat 161A:

Entrance Hall, Stairs and Landing, Lounge: 3.67m x 3.64m, Bedroom: 3.66m x 3.52m, including en-suite shower room, glazed shower enclosure, pedestal wash basin, WC, Kitchen: 3.92m x 2.77m.

Outside:

Front: Concrete forecourt providing off road car parking, side driveway leading to the rear.
Rear: Paved patio and lawned garden.

EPC Rating: D (Both Flats)

Council Tax Band: A (Both Flats)

Legal Documents:

Available via www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



161A HIGH STREET



161 HIGH STREET



161A HIGH STREET



161 HIGH STREET

LOT 18

Freehold Vacant Three Bedroom Semi-Detached House with Garage
*Guide Price: £135,000 -£145,000 (+Fees)

14 Corn Mill Close, Birmingham, West Midlands B32 3BH

Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Corn Mill Close is located off Mill Lane which in turn is found off Stonehouse Lane.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Through Lounge: (6.77 x 3.51m), Kitchen: (2.77 x 2.56m), Utility Area: (3.37 x 1.39m)

First Floor

Stairs, Landing, Bedroom 1: (3.05 x 2.64m),

Bedroom 2: (3.45 x 2.71m), Bedroom 3/Box Room: (2.08 x 1.72m), Bathroom having panelled bath with shower over, wash basin and WC: (1.72 x 2.58m)

Outside:

Front: Lawned foregarden and driveway giving access to garage

Rear: Lawned garden

Council Tax Band – A

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Via Cottons – 0121 247 2233



LOT 19

Leasehold Vacant Two Bedroom Flat (119 Years Unexpired)
*Guide Price: £75,000 - £80,000 (+Fees)

Flat 3 4 Pixhall Walk, Castle Vale, Birmingham, West Midlands B35 7NJ

Property Description:

A two-bedroom first floor flat in a three-storey purpose-built block, set back from the road behind well maintained lawned gardens providing well laid out accommodation and benefitting from gas fired central heating and UPVC double glazed windows.

Pixhall Walk leads off Farnborough Road and forms part of a residential estate within Castle Vale, located circa. 1 mile from Castle Vale Retail Park, circa. 1.3 miles from Junction 5 of the M6 and circa. 7.3 miles from Birmingham City Centre.

Accommodation:

Ground Floor

Communal Hallway with security door entry system.

First Floor

Communal Stairs and Landing, Private Hallway, Living Room: 6.53m x 3.52m, Kitchen: 3.52m x 2.92m, Bedroom One (Double): 4.12m x 3.52m, Bedroom Two (Double): 4.01m x 2.58m, Shower Room: 2.57m x 2.1m.

Outside:

Communal Gardens and Residents Parking Area.

Leasehold Information:

Lease Term: 125 years from 16th July 2018 (119 years unexpired).

Ground Rent : £10 per annum / Service Charge: Refer to Legal Pack.

Council Tax Band: A / EPC Rating: B

Note: This property is subject to a 56 day completion or earlier by mutual agreement.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 20
Freehold Investment Opportunity – 4 Shops & 8 Flats - Income: £57,420 p.a.
 *Guide Price: £580,000 - £600,000 (+Fees)

459-465 Warwick Road, Tyseley, Birmingham, B11 2JP

Property Description:

A valuable investment opportunity comprising of an unbroken block of four, three storey traditional built properties of brick construction with pitched tile clad roofs prominently located at the junction of Warwick Road (A41) and Boscombe Road.

The property was converted many years ago into four retail shops and eight separate self-contained flats, all with separate utility meters and two flats are approached directly from Warwick Road with the remainder accessed from the rear off Boscombe Road.

The flats are all well laid out and benefit from mostly UPVC double glazed windows, either gas fired central heating or electric storage heating and have well planned communal access with rear gardens and in addition there are two lock up garages located off Boscombe Road.

The property forms part of a traditional mixed use area containing a variety of traditional houses surrounded by commercial premises and is conveniently located 3 miles to the South-East of Birmingham City Centre and within 1 mile of both Sparkhill and Acocks Green Shopping Centre's.

Tenancy Information
Retail/Offices

459-461 Warwick Road t/a Nationwide Lettings: Let on a 12 months licence since 2006 (currently holding over) at a rental of £485 p.c.m. (£5,820 p.a.).
 463 Warwick Road t/a Print Enterprise: Let on a licence since 2010 (currently holding over) at a rental of £375 p.c.m. (£4,500 p.a.).
 465 Warwick Road t/a Vision All UK Ltd: Let on a licence for 12 months from 2019 (currently holding over) at a rental of £325 p.c.m. (£3,900 p.a.).

Residential Flats

All flats are Let on Assured Tenancy Agreements at the following rentals:

Flat 1/459: Rental £495 p.c.m. (£5,940 p.a.)
 Flat 2/459: Rental £400 p.c.m. (£4,800 p.a.)
 Flat 1/461: Rental £525 p.c.m. (£6,300 p.a.)
 Flat 2/461: Rental £495 p.c.m. (£5,940 p.a.)
 Flat 1/463: Rental £425 p.c.m. (£5,100 p.a.)
 Flat 2/463: Rental £435 p.c.m. (£5,220 p.a.)
 Flat 1/465: Rental £350 p.c.m. (£4,200 p.a.)
 Flat 2/465: Rental £475 p.c.m. (£5,700 p.a.)

Total Rental Income: £57,420 per annum.

Note: The seller has owned the property for many years and has taken a tenant friendly approach to rent reviews and therefore there may now be significant potential to increase the rental income.

Accommodation:
Ground Floor

459/461: Double Fronted Office, Managers Office, Toilet with WC. 52.41 sq.ms (564 sq.ft)
463: Front Office, Rear Office, Toilet with WC. 29.3 sq.ms (315 sq.ft)
465: Front Office, Rear Office, Toilet with WC. 29.3 sq.ms (315 sq.ft)

Flat Accommodation:

Flat 1/459: Ground Floor: Hall, Kitchen, Bathroom, Lounge. First Floor: Large Double Bedroom. 30.14 sq.ms (324 sq.ft).
Flat 2/459: External Stairs to First Floor: Hall, Lounge, Kitchen, Bathroom. Second Floor: Large Double Bedroom. 40.77 sq.ms (438 sq.ft).
Flat 1/461: Ground Floor: Hall, Bathroom, Lounge, Breakfast Kitchen. First Floor: Large Double Bedroom. 48.45 sq.ms (521 sq.ft).
Flat 2/461: Shared Front Entrance, Stairs to First Floor: Lounge, Kitchen, Bathroom, Second Floor: Large Double Bedroom. 50.98 sq.ms (548 sq.ft).

Flat 1/463: Ground Floor: Hall, Breakfast Kitchen, Bathroom, First Floor: Bed/Living Room. 33.12 sq.ms (356 sq.ft).

Flat 2/463: Ground Floor: Shared Front Entrance, First Floor: Lounge, Kitchen, Bathroom, Stairs to Second Floor: Double Bedroom. 44.85 sq.ms (482 sq.ft).

Flat 1/465: Ground Floor, Entrance Hall, Breakfast Kitchen, Bathroom, First Floor, Bed/Living Room. 35.86 sq.ms (386 sq.ft).

Flat 2/465: Hall and Stairs to First Floor, Breakfast Kitchen, Lounge, Second Floor: Double Bedroom, Bathroom. 56.6 sq.ms (610 sq.ft).

Outside:

Forecourt, Two Lock Up Garages located to side. Rear: Communal access, Bin Stores and Gardens.

Legal Documents:

Available via www.cottons.co.uk

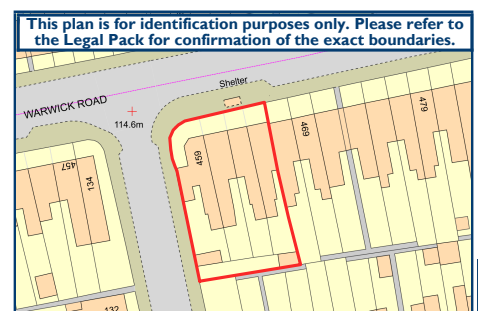
Completion: 56 days from exchange of contracts.

EPC Rating: Refer to Legal Pack

Council Tax: Each Flat is Band A

Viewings: Via Cottons – 0121 247 2233

A large quantity of internal/external photos are available on our website.



LOT 21

69 Market Street & The Lightworks, 71 - 75 Market Street, Hednesford, Cannock, WS12 1AD



Property Description:

An opportunity to purchase a high yielding mixed use investment property located in the heart of Hednesford Town Centre, originally developed to a high specification in approximately 2008/2009 at a reported cost of £3,000,000, having since been managed and maintained to a high standard and comprising a Public House, a range of 27 Retail Units including a Café & Restaurant, a suite of 6 Offices, 24 Apartments and secure Car Park. The property forms part of Hednesford Town Centre which has undergone a significant redevelopment and includes a wide range of retail amenities and services, along with two shopping parks, which include a Tesco and Aldi Supermarket. Hednesford is served by A460 Rugeley Road which provides access to the A5 Watling Street, and leads to the M6 Motorway and is located on the edge of Cannock Chase, providing valuable amenity.

Accommodation:

Public House (69 Market Street) trading as The Heddin's Ford comprising Bar, with Wash Room and Toilets: 77.69 sq.ms (836 sq.ft), Beer Cellar: 23.4 sq.ms (217 sq.ft). **Rent £5,000 p.a.**

Apartments (69 Market Street) with communal Laundry Room and secure Car Parking comprising:
Apartment 1: Kitchen, Lounge, Bedroom, Shower Room with wc. **Rent £5,400 p.a.**

Apartment 2: One Bedroom. **Rent £5,700 p.a.**

Apartment 3: One Bedroom. **Rent £5,400 p.a.**

Apartment 4: One Bedroom. **Rent £5,400 p.a.**

Apartment 5: Hall, Kitchen/Living Room, Bedroom, Shower Room with wc. **Rent £5,700 p.a.**

Note: Only Apartments 1 & 5 have been inspected. The Rents are inclusive of water rates and shared facilities.

The Lightworks

Ground Floor Retail Units

Units 1-3 : Café premises: 82.5 sq.ms (767 sq.ft).

Rent £11,500 p.a.

Units 4-6 : Shooting Supply and Country Wear

Store: 74 sq.ms (797 sq.ft). **Rent £9,600 p.a.**

Units 7-10 : Knitting and Haberdashery Shop: 105 sq.ms (1138 sq.ft). **Rent £10,400 p.a.**

Unit 11 : Beauty and Foot Clinic: 17.74 sq.ms (191 sq.ft). **Rent £3,240 p.a.**

Unit 12 : Darts Supplies: 16.81 sq.ms (181 sq.ft).

Rent £3,380 p.a.

Units 14-15 : Care Providers: 39.8 sq.ms (429 sq.ft).

Rent £6,360 p.a.

Units 16-17 : Tattoo Artist: 50.35 sq.ms (542 sq.ft)

Rent £6,000 p.a.

Units 18-19 : 67.1 sq.ms (723 sq.ft) **Vacant**

Unit 20 : 24.1 sq.ms (260 sq.ft). **Vacant**

Unit 21 : Ladies Clothing Shop: 58.15 sq.ms (626 sq.ft). **Rent £6,000 p.a.**

Units 22-23 : Hair Salon: 50.1 sq.ms (540 sq.ft). **Rent £5,400 p.a.**

Unit 24 & 25 : Hippy Products Candles, Gifts & Clothing: 65 sq.ms (704 sq.ft). **Rent £6,000 p.a.**

Units 26 & 27 : Furniture and Ornaments: 61.4 sq.ms (661 sq.ft). **Rent £6,500 p.a.**

Unit 28 : Restaurant Premises: 94.75 sq.ms (1020 sq.ft). **Rent £10,000 p.a.**

Office Suites

Suite 1: 13.19 sq.ms (142 sq.ft). **Rent £2,400 p.a.**

Suite 2: 28.49 sq.ms (306 sq.ft). **Rent £2,400 p.a.**

Suite 3: 7.58 sq.ms (81 sq.ft). **Rent £2,400 p.a.**

Suite 4: 23.01 sq.ms (247 sq.ft). **Rent £1,500 p.a.**

Suites 5/6: 86.64 sq.ms (932 sq.ft). **Rent £6,000 p.a.**

Note: All Commercial rents are exclusive of VAT & Service Charge.

The Lighthouse Loft Apartments

Communal Side Access with Door Entry System, Internal Stairs and Landings containing Apartments 1 & 2 and doorway to Roof Terrace with Decked amenity area providing access to Apartments 3 -20.

Apartment 1: One Bedroom. **Rent £6,420 p.a.**

Apartment 2: One Bedroom. **Rent £5,640 p.a.**

Apartment 3: One Bedroom. **Rent £5,640 p.a.**

Apartment 4: One Bedroom. **Rent £5,040 p.a.**

Apartment 5: One Bedroom. **Rent £5,040 p.a.**

Apartment 6: One Bedroom. **Rent £5,040 p.a.**

Apartment 7: One Bedroom. **Rent £5,040 p.a.**

Apartment 8: One Bedroom. **Rent £5,400 p.a.**

Apartment 9: One Bedroom. **Rent £5,040 p.a.**

Apartment 10: One Bedroom. **Rent £5,040 p.a.**

Apartment 11: One Bedroom. **Rent £5,040 p.a.**

Apartment 12: One Bedroom. **Rent £5,040 p.a.**

Apartment 14: One Bedroom. **Rent £5,040 p.a.**

Apartment 15: Kitchen/Living Room, Bedroom, Shower Room with wc. **Rent £5,400 p.a.**

Apartment 16: One Bedroom. **Rent £5,400 p.a.**

Apartment 17: One Bedroom. **Rent £5,640 p.a.**

Apartment 18: Hall, Kitchen, Lounge, Bedroom, Shower Room with wc. **Rent £6,420 p.a.**

Apartment 19: One Bedroom. **Rent £5,640 p.a.**

Apartment 20: Hall, Kitchen/Living Room, Bedroom, Shower Room with wc. **Rent £6,780 p.a.**

Note: Only Apartments 15, 18 & 20 have been inspected. The Rents are inclusive of water rates and shared facilities including Laundry Room.

Outside: (Rear of 69 Market Street) Vehicular access to secure palisade fenced and gated car parking area with bin storage.

Total Rental Income: £235,420 per annum

Tenure

69 Market Street: Freehold (Title No. SF134618)

The Lightworks: Leasehold (Title No. SF554219).

Term: 150 years from 7 May 2009. Ground Rent: currently £14,500 p.a. (subject to review).

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

Completion: 56 days from exchange of contracts.

VAT: Chargeable on the commercial part of the building. Refer to the Legal Pack

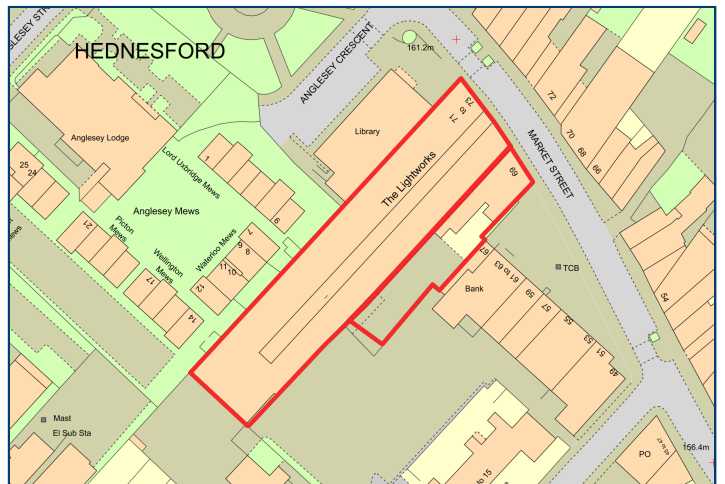
EPC Rating: Refer to Legal Pack

Council Tax: Each Flat is Band A

Viewings: Via Cottons – 0121 247 2233

An extensive selection of internal/external photos are available on our website.

Freehold/Leasehold Mixed Use Investment Opportunity - Rental Income £235,420 p.a.
*Guide Price: £1,550,000 - £1,600,000 (+20% VAT on Non Residential Parts) (+Fees)



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

LOT 22

Freehold Investment Opportunity - Purpose Built Block containing 14 Flats
*Guide Price: £1,250,000 - £1,350,000 (+Fees)

By Instruction of the Joint LPA Receivers

Sheldon Gardens, 492 Sheldon Heath Road, Sheldon, Birmingham, B26 2RU



Property Description:

A three storey mixed use development constructed circa 2014/15 with rendered elevations, comprising 5 retail units (3 x single & 1 x double unit), all having been sold on long leasehold interests along with 14 x 2 bedroom apartments arranged over first and second floors and all currently let. A covered driveway leads through part of the ground floor directly from Sheldon Heath Road, onto a tarmac surfaced rear car park, with approximately 30 marked parking spaces. Sheldon Heath Road is located within one mile via Brays Road from Coventry Road (A45) which provides access to a wide range of retail amenities, restaurants and services along with the M42 motorway (Junction 6), The NEC, Birmingham Airport and Birmingham City Centre.

Planning:

Interested parties should make enquiries with the planning department of Birmingham City Council. As regards planning history, we are aware of the following:

Application Reference: 2012/08537/PA. Erection of 2 x retail units with 14 x two bedroom flats above.

Application granted 21st March 2013.

Application Reference: 2021/04282/PA. Permission in principle for the proposed extension to the existing apartment block to create additional apartment buildings. The amount of development shall be within the minimum to maximum of 7-9 apartments within a three storey building. Application granted 15th December 2021.

Accommodation:

We understand that the total floor area in respect of the residential accommodation is approximately 7,798 sq ft. There are seven flats on the first floor and seven flats on the second floor. All flats are finished to a similar specification to include kitchens.

with integrated electric ovens, hood and hobs and fitted with wall and base units. Bathrooms are all fitted to a similar modern standard with some bedrooms, having ensuite bathrooms.

Flat type A – 6 No. flats with two bedrooms and two bathrooms each have a floor area of 52.15 sq m (561 sq ft).

Flat type B – 8 No. flats with two bedrooms and one-bathroom have a floor area of 51.47 sq m (554 sq ft). The GIA for the 14 flats is 725.27 sq m (7,798 sq ft).

Council Tax: All Apartments are Band A

Schedule of Rental Income

Apartment	Rent PCM	Tenant
1	£600	Private Individual
2	£700	Aspect Housing Limited
3	£575	Private Individual
4	£615	Private Individual
5	£600	Private Individual
6	£600	Private Individual
7	£600	Private Individual
8	£700	Aspect Housing Limited
9	£650	Private Individual
10	£700	Aspect Housing Limited
11	£700	Aspect Housing Limited
12	£700	Aspect Housing Limited
14	£650	Private Individual
15	£700	Aspect Housing Limited
Total Rental Income	£9,090	£109,080 pa

Tenure:

The property is held freehold under title number WM841698.

The ground floor retail units are all subject to long leases for terms of 999 years at peppercorn ground rents. Refer to the legal documents for exact lease terms.

Legal Documents:

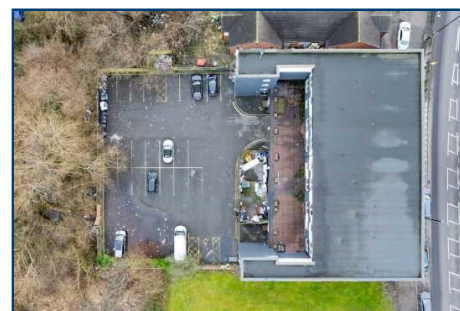
Available at www.cottons.co.uk

Completion:

56 Days from exchange of contracts or sooner by mutual agreement.

Viewings:

Via Cottons - 0121 247 2233



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LOT 23

Freehold Vacant Semi Detached House (Corner Plot).
 *Guide Price: £190,000 - £210,000 (+Fees)

8 Orkney Avenue, Hodge Hill, Birmingham, West Midlands, B34 6BY



Property Description:

A semi-detached property of brick construction surrounded by a tiled roof set back from the road behind a lawned foregarden and driveway located to the rear of the property giving access to garage. The property benefits from having UPVC double glazing and gas fired central heating. The property is situated on a corner plot and may provide potential for extension/redevelopment works, subject to obtaining the required planning. The property is situated on the junction of with Chorley avenue and Orkney road is located off Bucklands End Lane which is found off Coleshill Road.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway : (2.18x3.52m), Lounge: (4.01x4.20m), Dining Kitchen: (4.20x3.76m), Store/Utility Cupboard: (0.90x1.93m), Stairs,

First Floor

Landing, Bedroom 1: (3.66x4.19m), Bedroom 2: (2.32x2.77m), Bathroom having panelled bath shower cubcle, wash basin and WC: (4.04x1.34m)

Outside:

Front: Lawned foregarden

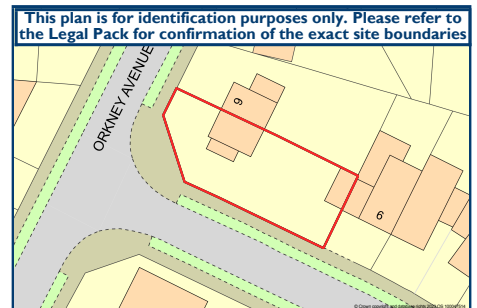
Rear: Patio area and lawned garden and garage accessed via gated entrance off Chorley Road

Council Tax Band – C

EPC Rating – D

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

Viewings – Via Cottons – 0121 247 2233



LOT 24

Freehold Investment - Three Bedroom House Semi Detached House
*Guide Price: £155,000 - £175,000 (+Fees)

15 King Street, Burntwood, Staffordshire, WS7 4QJ



Property Description:

A three bedroom semi-detached property of non-traditional construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking for numerous vehicles. The property benefits from having been recently refurbished and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout. King Street is located off both Queen Street and Highfields Road both of which can be found off High Street which provides a range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £900 pcm (£10,800 per annum).

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (3.63x3.22m), Dining Room: (2.62x2.07m), Kitchen: (3.22x3.13m), WC and washbasin, Inner Lobby, Stairs

First Floor

Bedroom 1: (3.25x4.09m), Bedroom 2: (3.24x3.53m), Bedroom 3: (3.10x2.01m), Bathroom having panelled bath with shower over, wash basin and WC: (1.98x1.84m)

Outside:

Front: Block paved foregarden allowing for off road parking for numerous vehicles

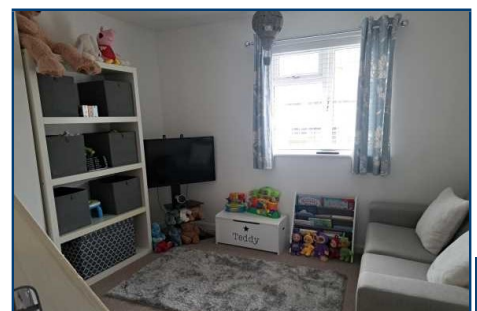
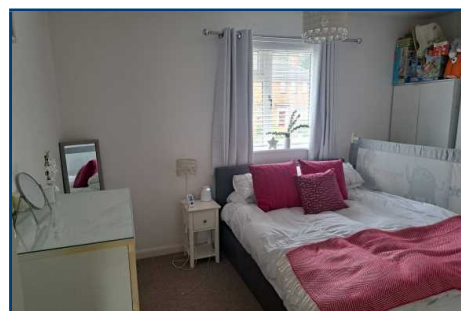
Rear: Lawned garden with store x 3

Council Tax Band – A

EPC Rating - C

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

Viewings – Via Cottons – 0121 247 2233



LOT 25

A Freehold Ground Rent Investment secured upon Four Maisonettes
*Guide Price: £38,000 - £43,000 (+Fees)

131, 131B, 133 & 133B Bucklands End Lane, Birmingham, Birmingham B34 6HX

Property Description:

A Freehold Ground Rent investment opportunity secured upon four maisonettes contained within a pair of adjacent two storey semi detached properties of brick construction with hipped tile clad roof, set back from the road behind a fore gardens.

Bucklands End Lane forms part of an established residential area and leads via Hodge Hill Road off Stechford Road (B4147).

Leasehold Information

131 Bucklands End Lane

The property is subject to a long lease which commenced on 22nd January 2010 expiring 23 March 2126, at a peppercorn ground rent.

131B Bucklands End Lane:

The property is subject to a long lease for a term of 99 years (less one day) which commenced on 25th March 1937, at a ground rent of £3.50 per annum.

133 Bucklands End Lane:

The property is subject to a long lease for a term of 125 years which commenced on 29th September 1996, at a ground rent of £3.50 per annum.

133B Bucklands End Lane:

The property is subject to a long lease which commenced on 15th February 2010 expiring 23 March 2126, at a peppercorn ground rent.

Note: Section 5B Notices of the Landlord and Tenant Act 1987 have been served upon the Lessees.

Legal Documents

Available via www.cottons.co.uk

Viewings

Not Applicable



LOT 26

Two Freehold Ground Rents secured upon a pair of Maisonettes
*Guide Price: £75,000 - £85,000 (+Fees)

147 & 147B Bucklands End Lane, Birmingham, West Midlands B34 6HX

Property Description:

A Freehold Ground Rent investment opportunity secured upon a pair of maisonettes forming part of a two storey property of brick construction with hipped tile clad roof, set back from the road behind a lawned fore garden. Bucklands End Lane forms part of an established residential area and leads via Hodge Hill Road off Stechford Road (B4147).

Leasehold Information

147 Bucklands End Lane

The property is subject to a long lease for a term of 99 years (less one day) which commenced on 25th March 1937, at a ground rent of £3.90 per annum.

147B Bucklands End Lane

The property is subject to a long lease for a term of 99 years (less one day) which commenced on 25th March 1937, at a ground rent of £3.90 per annum.

Note: Section 5B Notices of the Landlord and Tenant Act 1987 have been served upon the Lessees.

Legal Documents

Available via www.cottons.co.uk

Viewings

Not Applicable



LOT 27

Freehold Vacant Three Bedroom End Terrace House
*Guide Price: £140,000 - £150,000 (+Fees)

5 Gorsefield Road, Shard End, Birmingham, West Midlands B34 7AN

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and electric heating however does require modernisation and improvement. The property is located on Gorsefield Road close to the junction with Coneyford Road which in turn is found off Shard End Crescent.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (3.95x5.46m), Kitchen: (3.37x3.46m), Stairs

First Floor

Bedroom 1: (2.96x3.36m), Bedroom 2: (3.38x3.98m), Bedroom 3: (2.82x2.02m), Bathroom having panelled bath, wash basin and WC: (1.68x 2.02m)

Outside:

Front: Lawned foregarden
Rear: Side veranda with stores and lawned garden

Council Tax Band – B

EPC Rating – D

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

Viewings – Via Cottons – 0121 247 2233



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LOT 28

Leasehold Investment - Recently Constructed City Centre 2 Bed Flat.
*Guide Price: £180,000 PLUS (+Fees)

By Instruction of the LPA Receivers

Apartment 505 150-159 Moseley Street, Deritend, Birmingham B12 0RU

Property Description:

A recently constructed two bedroom apartment contained within a six storey purpose built block. The property provides well laid out accommodation and benefits from having double glazing, electric heating, open plan kitchen/living area, two double bedrooms, the master having an ensuite shower room, family bathroom and secure communal areas with lift access. The property is situated on Moseley Street, in the heart of Deritend, close to its junction with Moseley Road. Deritend is located on the southern fringes of the city centre within walking distance of the main shopping and recreational facilities, grand central train station along with being three quarters of a mile from Curzon St station which will be at the heart of the country's new high-speed railway network HS2. The surrounding area has been earmarked for substantial redevelopment. The apartment is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £1,000 pcm (£12,000 per annum).

Accommodation:

Ground Floor

Communal Entrance providing access to lift and stairs

Fifth Floor

Entrance Hallway, Open Plan Lounge and Kitchen Area, Bedroom 1 with en-suite Shower room having Shower cubicle, wash basin and WC, Bedroom 2 and Bathroom having panel bath with shower over, wash basin and WC.

Outside:



Leasehold Information

Terms: 125 years from and including 1 January 2020
Ground Rent: Refer to Legal Pack
Service Charge: Refer to Legal Pack

Council Tax Band – C
EPC Rating - C

Legal Documents

Available at www.cottons.co.uk

Viewings - Via Cottons

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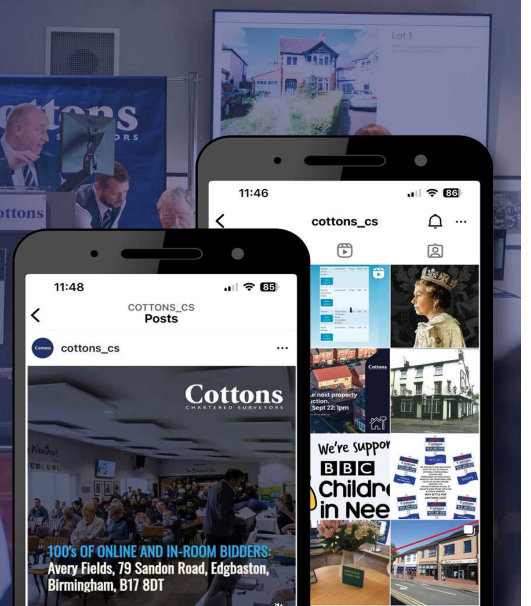


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LOT 29

Freehold Established Restaurant Investment & Long Leasehold Flat
*Guide Price: £220,000 - £240,000 (+Fees)

The Village Lodge, 37-39 Station Street, Cheslyn Hay, Walsall, West Midlands, WS6 7ED



Property Description:

A detached two storey mixed use premises of brick construction surmounted by a pitched tile clad roof, situated directly fronting Station Street and comprising of ground floor restaurant premises known as The Village Lodge along with first floor flat over which is subject to a Long Leasehold interest for a term of 999 years.

The property is well presented with a modern contemporary double fronted restaurant and benefits from vehicular access to a rear yard and car parking area.

Station Street leads via Station Road off Walsall Road (A34) and the property is located within a short distance of Cheslyn Hay Village Centre containing a wide range of retail amenities and services and within approximately 1 mile of the M6 Toll Motorway providing commuter access to the Midlands Motorway network. Cannock Town Centre is within approximately 2½ miles to the North.

The property is held Freehold on two separate Title Nos: SF285129 /SF285115

Tenancy/Lease Information

Ground Floor: Let on a lease, trading as The Village Lodge, for a term of 20 years from 1st April 2020 (registered at the Land Registry under Title SF650614) on a full repairing and insuring terms at a rental of £20,800 per annum.

First Floor Flat: Subject to a Long Lease (Land Registry Title No: SF613860) for a term of 999 years from and including 17th February 2015 at a ground rent of one peppercorn.

Accommodation

Ground Floor

Double Fronted Restaurant Premises: 70.91 sq.ms (763 sq.ft), with Porch Entrance, Bar Area and 62 Covers, Lobby/Inner Hall: 7.3 sq.ms (78 sq.ft), Ladies & Gents Toilets, Kitchen: 11.9 sq.ms (129 sq.ft), Lobby to Store Room and Staff Toilets.
Gross Internal Area: 104.58 sq.ms (1125 sq.ft)

First Floor Flat Accommodation (37A Station Street):

Not Applicable.

Outside:

Side Driveway to Rear Car Park/Yard Area with integral store and a freestanding brick built store.

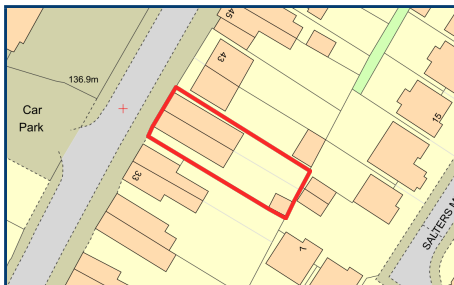
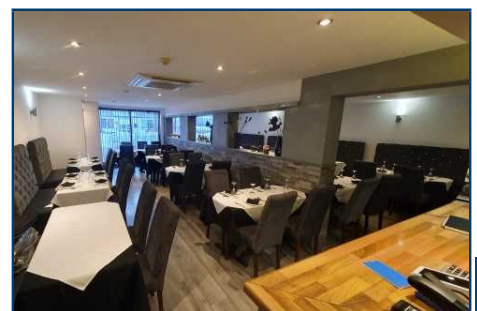
EPC Rating: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



LOT 30

Freehold Investment (Retail Unit with Flat above)
*Guide Price: £170,000 - £190,000 (+Fees)

927 Queslett Road, Great Barr, Birmingham, B43 7DT



Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered forecourt allowing for off road parking. The property comprises a retail unit to the ground floor along with a first floor two bedroom flat to the first floor accessed via the rear.

The property is offered for sale in a presentable condition and benefits from UPVC double glazing and gas fired central heating.

The property is located in a row of similar units located on the Queslett Road close to the junction with Cooksey Lane. The property is approximately within half a miles distance from Sutton Park.

Both the ground floor retail unit and first floor flat are let producing the following rentals:

Schedule of Tanancies

Ground Floor Retail Unit:

Let on a 6 year Lease from 2016 at a rental of £600 pcm (£7,200 per annum)

First Floor Flat

Let on an Assured Shorthold Tenancy Agreement at a rental of £675 pcm (£8,100 per annum)

Total Rental Income: £15,300 per annum

Accommodation:

Ground Floor Retail Unit:

Ground floor net internal area: 66.67 mtr.sq (610 sq.ft), Reception Area, Office 1, Treatment Room 1, WC, Kitchenette Area, Rear Corridor, Treatment Room 2, Treatment Room 3 and Store.

First Floor

Accessed via the rear of the property Entrance Hallway, Stairs, Lounge/Kitchen: (4.20x3.89m), Bedroom 1: (3.14x3.48m), bedroom 2: (3.92x1.98m), Bathroom having Bath, wash basin and wc (2.53x1.94m).

Council Tax Band – A

EPC Rating :

Retail Shop Commissioned (Refer to Legal Pack).

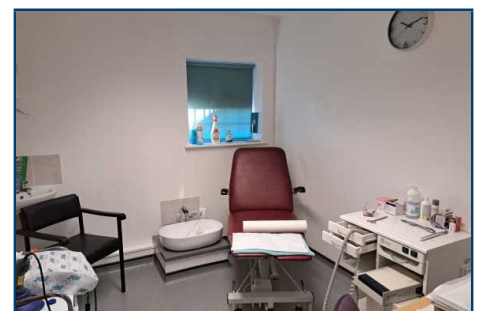
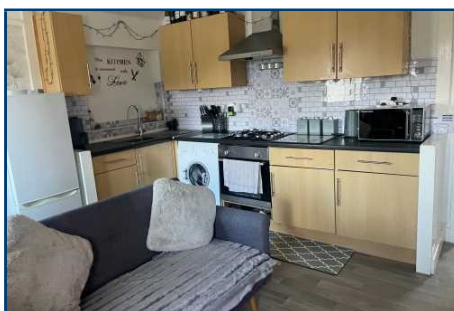
First Floor Flat - D (63).

Legal Documents

Available at www.cottons.co.uk

Viewings

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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 re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition G9.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

A5.3 You must before leaving the auction:

- 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);
- sign the completed sale memorandum; and
- pay the deposit.

A5.4 If you do not we may either:

- 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
- sign the sale memorandum on your behalf.

A5.5 The deposit:

- 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
- 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:

- you are personally liable to buy the lot even if you are acting as an agent; and
- 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:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasi-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, within the meaning of the Land Registration Act 2002;
- 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
- 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:

- the documents, whether or not the buyer has read them; and
- 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:

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

G2.2 The deposit

- 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
 - 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:

- produce to the buyer on request all relevant insurance details;
 - pay the premiums when due;
 - 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;
 - 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;
 - 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
 - (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:

- The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - 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.
 - 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.
 - If title is in the course of registration, title is to consist of certified copies of:
 - the application for registration of title made to the land registry;
 - the documents accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - 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.
- G4.3 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.
- G4.4 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- 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
 - 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:

- 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
- 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:

- direct transfer to the seller's conveyancer's client account; and
- 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:

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

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

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

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

G10. Interest and apportionments

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

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

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

- (a) the buyer is liable to pay interest; and
- (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
- (b) collect the rents payable under the tenancies and charge VAT on them.

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
- (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16. Capital allowances

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

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

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

G16.4 The seller and buyer agree:

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

G24. Tenancy renewals

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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



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