

100TH

— ANNIVERSARY —
CENTENARY YEAR 2024
COTTONS

Cottons
CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday **22 May** 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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.

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 47 Lots

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

Order of sale

LOT	ADDRESS	TENURE
1	135 Bevington Road, Aston, Birmingham B6 6HS	Freehold Vacant Residential
2	53 Nelson Road, Aston, Birmingham B6 6HQ	Freehold Residential Investment
3	118 Fentham Road, Erdington, Birmingham B23 6AN	Freehold Residential Investment
4	159 Slade Road, Erdington, Birmingham B23 7QU	Freehold Residential Investment
5	55 Tower Road, Tividale, Oldbury, West Midlands B69 1NB	Freehold Residential Investment
6	34 Swan Copse, Yardley, Birmingham B25 8LR	Leasehold Residential Investment
7	Land R/o 626-628 Washwood Heath Road, Birmingham B8 2HG	Freehold Land
8	93 Lanchester Road, Kings Norton, Birmingham B38 9AG	Freehold Vacant Residential
9	9 Orkney Close, Nuneaton, Warwickshire CV10 7LB	Freehold Vacant Residential
10	34 Torridon Croft, Moseley, Birmingham B13 8RG	Freehold Vacant Residential
11	Flat 31, Waterside, Wheeleys Lane, Birmingham B15 2DW	Leasehold Residential Investment
12	11 Trentham Road, Coventry CV1 5BE	Freehold Vacant Residential
13	459-465 Warwick Road, Tyseley, Birmingham B11 2JP	Freehold Commercial Investment
14	32 George Street West, Hockley, Birmingham B18 7HF	Freehold Vacant Residential HMO
15	470 Gillott Road, Edgbaston, Birmingham B16 9LH	Freehold Vacant Residential HMO
16	15 Vicarage Road, Wollaston, Stourbridge, West Midlands DY8 4NS	Freehold Vacant Residential
17	105 Springcroft Road, Tyseley, Birmingham B11 3EP	Freehold Vacant Residential
18	15 The Orchard, Belper, Derbyshire DE56 1DF	Freehold Residential Investment
19	31 Cape Hill, Smethwick, West Midlands B66 4RX	Freehold Restaurant Investment & Vacant Flat
20	102 & 102a Shireland Road, Smethwick, West Midlands B66 4QJ	Freehold Vacant Shop, Office & Flat Premises
21	22 Field Lane, Bartley Green, Birmingham B32 3JR	Freehold Vacant Residential
22	Building Plot Adj, 15 Buttermere Close, Cannock, Staffordshire WS11 6EE	Freehold Building Plot
23	15 Buttermere Close, Cannock, Staffordshire WS11 6EE	Freehold Vacant Residential
24	Land On The South Side Of Crab Lane, Stafford ST16 1SQ	Freehold Land
25	1 Raleigh Croft, Great Barr, Birmingham B43 7SN	Freehold Vacant Residential
26	The Barn At 248a Old Birmingham Road, Marlbrook, Worcestershire B60 1NU	Freehold Vacant Residential
27	29 School Street, Wolverhampton WV1 4LR	Freehold Restaurant & Takeaway Investment
28	31 School Street, Wolverhampton WV1 4LR	Freehold Retail Investment
29	33 School Street, Wolverhampton WV1 4LR	Freehold Retail Investment
30	35/37 School Street, Wolverhampton WV1 4LR	Freehold Retail/Restaurant Investment
31	39/41 School Street, Wolverhampton WV1 4LR	Freehold Retail & Office Investment
32	43 School Street, Wolverhampton WV1 4LR	Freehold Retail Investment
33	45 School Street, Wolverhampton WV1 4LR	Freehold Retail Investment
34	47 School Street, Wolverhampton WV1 4LR	Freehold Café & Bar Investment
35	49 School Street, Wolverhampton WV1 4LR	Freehold Retail Investment
36	13 High Street, Chasetown, Burntwood, Staffordshire WS7 3XE	Freehold Vacant Commercial
37	60 & 60a High Street, Chasetown, Burntwood, Staffordshire WS7 3XF	Leasehold Commercial Investment
38	Apartment 505, 150-159 Moseley Street, Birmingham B12 0RU	Leasehold Residential Investment
39	129 Barnes Hill, Weoley Castle, Birmingham B29 5UN	Freehold Retail Shop & Flat Investment
40	88 Chadwick Road, Sutton Coldfield, West Midlands B75 7RA	Freehold Vacant Residential
41	2 Athlone Road, Walsall, West Midlands WS5 3QX	Freehold Vacant Residential
42	17 Church Square, Oldbury, West Midlands B69 4DX	Freehold Former Bank & Flat Investment
43	34 Market Street, Hednesford, Cannock, Staffordshire WS12 1AF	Freehold Commercial Investment
44	Trinity Church, 9 Station Road, Hednesford, Cannock WS12 4DH	Freehold Vacant Church Premises
45	113 Old Birchills, Walsall, West Midlands WS2 8QD	Freehold Vacant Residential
46	19 Cornwall Way, Ruskington, Sleaford, Lincolnshire NG34 9HW	Freehold Vacant Residential
47	27 Larch Avenue, Handsworth, Birmingham B21 8EZ	Freehold Vacant Residential

Auctioneers:

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

Valuers:

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

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 fasttrack your entry to the auction room and streamline the purchase procedure in the event your bid is successful. By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

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

Bidding Options

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

In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

- **Card Payments**

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

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

Online, Telephone & Proxy Bidding

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

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

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

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

Live Online Auction Buying Guide

Introducing Cottons Online Auctions

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

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

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

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.

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.

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

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

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 Re-serve 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.

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.

If you are the successful purchaser, we'll be in touch following the auction to discuss the next steps.

You agree to pay both the contractual auction deposit equating to 10% of the purchase price (subject to a minimum deposit of £5,000), along with the Buyers Administration Fee usually £1250 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.

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

Proxy, Telephone & Internet Bidding

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful.

Type of Bid (Please Tick)

Telephone Proxy Internet

Bidder Information

Name: _____

Company Name
(if applicable) _____

Address: _____

Contact Number: _____

Contact Number:
For telephone bid
on auction day

Solicitor Information

Name: _____

Address: _____

Telephone Number: _____

Contact: _____

Remote Bidding Terms & Conditions

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

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

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

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

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

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

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price (subject to a minimum deposit of £5,000), by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

LOT Details

LOT: _____

Address: _____

Max Bid
(Proxy Bid):

Max Bid
(Words)

Payment Details

Payment Required

£6,250

(Six Thousand, Two Hundred & Fifty Pounds)

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

Signed:

Date:

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

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

Name of Account Holder:

Account No. Sort Code: / /

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

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

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

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

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

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

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

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

Auction Offer sheet

LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

Solicitors Details:

Name:

Postcode:

Company:

Email:

Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

If you intend to submit an offer prior to Auction, you MUST complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.

Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.

The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

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

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



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10 July 2024

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

Closing date for entries:

14 June 2024

Please call us to discuss including your
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appraisal 0121 247 2233

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

AUCTION ADMINISTRATION FEE

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

ADDITIONAL FEES / COSTS / CHARGES

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

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



Property Viewings

Vacant Properties

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

Investment Properties

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

Viewing Guidelines

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

Deposit & Admin Fee

On the fall of the hammer the successful bidder will be deemed to have legal purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum deposit of £5,000). In addition an Administration fee of £1,250 (inclusive of VAT) is payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

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

Card Payments

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

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

Online, Telephone & Proxy Bidding Deposits:

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

**If you need any help please contact
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the**

**10 July
2024**

LOT 1

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £70,000 - £78,000 (+Fees)

135 Bevington Road, Birmingham, West Midlands B6 6HS

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof benefitting from three bedrooms and three reception rooms, but requiring complete repair and refurbishment throughout.

The property is set back behind a walled foregarden and forms part of a traditional and established residential area located approximately 2 miles to the North of Birmingham City Centre.

The property is located between the Junction of Whitehead Road and Prestbury Road and Bevington Road leads directly off Trinity Road which provides access to Witton Road containing a wide range of local retail amenities and services.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall, Lounge: 4.06m x 3.22m, Living Room: 4.03m x 3.36m, Dining Room: 2.92m x 2.32m, Kitchen: 2.36m x 1.83m.

First Floor

Stairs and Landing, Bedroom One: 4.33m x 4.10m, Bedroom Two: 4.05m x 3.37m, Bedroom Three: 3.42m x 2.33m, Bathroom: 1.98m x 1.36m with bath only.

Outside:

Front: Walled foregarden, shared pedestrian entry access to rear.

Rear: Garden and dilapidated brick store/WC.

Council Tax: B

EPC Rating: Refer to Legal Documents

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233

Note 1: The property is in a poor state of repair and all persons viewing this property must do so with extreme caution and entirely at their own risk. Neither the seller nor the auctioneers take any responsibility for any injury caused.

Note 2: The rear garden has suffered a previous infestation of Japanese Knotweed and whilst it appears to have undergone some treatment, this cannot be verified and all interested parties must make their own enquiries in this respect.



LOT 2

Freehold Investment - Mid Terraced House subject to a Regulated Tenancy

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

53 Nelson Road, Birmingham, West Midlands B6 6HQ

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof situated directly fronting the pavement and benefitting from two bedrooms.

Nelson Road forms part of an established and traditional residential area and leads directly off Trinity Road and Witton Road. The property is situated within a short walk of Aston Hall and Gardens and Villa Park and local amenities are available on Witton Road.

The property is subject to a Regulated Tenancy at a rent of £92 per week (£4,784 per annum) effective from 2nd June 2023.

Accommodation:

Ground Floor

Lounge: 3.56m x 3.42m, Dining Room: 3.71m x 3.57m, Kitchen: 3.93m x 1.84m.

First Floor (Not Inspected)

Stairs and Landing, Bedroom One, Bedroom Two intercommunicating with Bathroom having bath, wash basin, WC.

Outside:

Rear Yard, Brick Stores and Garden with pedestrian right of way.

Council Tax: A

EPC Rating: F

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 3**Freehold Investment - Mid Terraced House (Two Self-Contained Flats)**

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

118 Fenthams 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. Fenthams 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

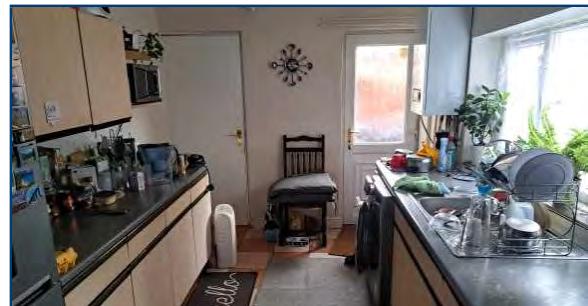
Rear: Paved yard

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



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

Freehold Investment - Three Bedroom Terraced House

*Guide Price: £128,000 - £138,000 (+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 W/C: (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

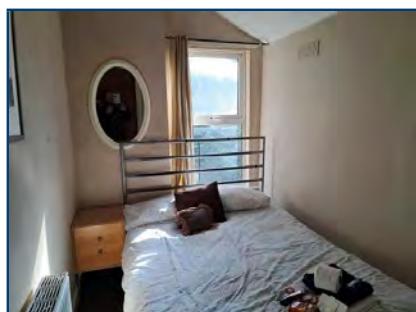
Rear: Garden

Council Tax Band – A

EPC Rating – D

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

Viewings – Via Cottons – 0121 247 2233



LOT 5

Freehold Investment - Semi Detached House subject to Regulated Tenancy

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

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

Property Description:

A traditional semi detached house of brick constructions with hipped tile clad roof, set back from the road behind a foregarden and benefitting from UPVC double glazed windows and gas fired central heating.

Tower Road forms part of the established residential area of Tividale and leads directly off Birmingham New Road (A4123).

The property is let, subject to a Regulated Tenancy at a Registered Rent of £114 per week (£5,928 per annum), effective from 18th October 2023 and the property has been maintained by the existing long term tenants in an excellent condition throughout.

Outside:

Front: Foregarden with mature hedge. Pedestrian side access to rear
Rear: Yard with integral toilet, having W/C and well maintained landscaped rear garden backing on to open space.

Council Tax: B

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 6**Leasehold Investment - One Bedroom First Floor Maisonette*****Guide Price: £70,000 - £75,000 (+Fees)****34 Swan Copse, South Yardley, Birmingham, West Midlands B25 8LR****Property Description:**

A well laid out purpose built maisonette forming part of a two storey development of brick and tile construction and located in a cul-de-sac, located off Mansfield Road. The property forms part of an established residential area and is conveniently located approximately 1 mile from both Yardley and Acocks Green Shopping Centres providing a wide range of retail amenities and services. The property benefits from UPVC double glazed windows and electric heating and is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Note: The tenant has occupied the property since 2008 maintaining the property in a good condition and has indicated that they would like to remain at the property for the foreseeable future.

Accommodation:**Ground Floor**

Covered Entrance, Entrance Hall and Stairs to First Floor.

First Floor

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

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

Outside: Rear: Private Rear Garden.

Leasehold Information

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

Ground Rent: Currently £75 per annum.

Council Tax: B

EPC Rating: C

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

Viewings: Via Cottons – 0121 247 2233

**LOT 7****Freehold Land*****Guide Price: £5,000 - £10,000 (+Fees)****Land Rear of 626-628 Washwood Heath Road, Washwood Heath, Birmingham, B8 2HG****Property Description:**

A parcel of freehold land rectangular in shape and extending to an area of approximately 170.04 mt.sq (1829 sq.ft). The land is accessed via a vehicular right of way adjacent to 668 Washwood Heath Road. The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council Planning Department prior to bidding. The land is situated to the rear of 626-628 Washwood Heath Road which forms part of a busy retail parade located close to the junction with St.Margarets Road

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



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



Access from Washwood Heath Road



Access to Land



LOT 8

Freehold Vacant End Terraced House with Three Bedrooms *Guide Price: £160,000 - £167,000 (+Fees)

93 Lanchester Road, Birmingham, West Midlands B38 9AG

Property Description:

An end terraced house of traditional two storey brick construction surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows, gas fired central heating (except kitchen & Bedroom 3), three bedrooms, large rear garden and in a presentable and well maintained condition. The property is situated in an established residential area and Lanchester Road comprises of a cul-de-sac which leads off Masshouse Lane, which in turn leads off the Junction with Redditch Road (A441) and provides access to Kings Norton Green providing access to a popular range of Public Houses, Restaurants and Retail Amenities and services.

Accommodation:

Ground Floor Side Entrance Hall, Lounge: 4.08m x 3.95m, Dining Kitchen: 3.93m x 2.72m with range of fitted units.

First Floor: Stairs and Landing, Bedroom One: 3.74m x 2.95m, Bedroom Two: 3.07m x 2.98m, Bedroom Three: 2.48m x 1.93m, Bathroom: 1.9m x 1.84m with panelled bath having electric shower over, pedestal wash hand basin, WC.

Outside:

Front: Lawned foregarden.

Rear: Pedestrian side gated access to paved patio, integral toilet with WC and a long lawned garden.

Council Tax: B

EPC Rating: D

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.

LOT 9

Freehold Vacant Four Bedroom Detached House (Formerly used as HMO)
***Guide Price: £179,000 - £189,000 (+Fees)**

9 Orkney Close, Nuneaton, Warwickshire, CV10 7LB

**Property Description:**

A two-storey detached house constructed circa. 1970s of traditional brick construction surmounted by a pitched tile clad roof and extended to the rear ground floor. The property benefits from uPVC double glazed windows, central heating and is generally in a well-presented condition. The house has been used as a House of Multiple Occupation (HMO) for supported living, however, is laid out to easily reconvert back into a three or four bedroom family dwelling house.

The property is located within a residential estate off Heath End Road (B4112), conveniently located circa. 0.5 miles from George Eliot Hospital, 1.1 miles from Nuneaton Town Centre, 4.7 miles from Junction 3 of M6 and 7.8 miles from Coventry City Centre.

Accommodation:**Ground Floor**

Hallway, Living Room: 4.92m x 3.44m, Dining Area: 2.68m x 2.34m, Kitchen Area: 2.41m x 2.7m, Conservatory/Utility Room: 4.53m x 2.09m, Ground Floor Bedroom: 3.55m x 2.44m with en-suite Wet Room with W.C and wash basin.

First Floor

Stairs and Landing, Bedroom One: 3.37m x 2.72m, Bedroom Two: 2.91m x 2.64m, Bedroom Three (previously used as Staff Room): 2.63m x 2.14m, Bathroom: Panel bath with shower over, wash basin and W.C.

Outside:

Front – Driveway.
Rear – Garden and wooden summer house: 3.54m x 2.93m

Council Tax Band: C

EPC Rating : C

Legal Documents:

Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Three Bedroom Mid-Terrace House

*Guide Price: £235,000 - £255,000 (+Fees)

34 Torridon Croft, Moseley, Birmingham, West Midlands B13 8RG

Property Description:

A mid-terraced property set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing, gas fired central heating and a garage located within a separate block. Torridon Croft is a private road located off Russell Road. The property is within walking distance to Cannon Hill Park and is within approximately 1 miles distance from the main shopping area in Moseley located on the Alcester Road which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Entrance Hallway, Kitchen: (2.59x2.89m), Lounge: (4.99x5.08m), Stairs,

First Floor

Bedroom 1: (2.93x4.12m), Bedroom 2: (3.47x2.05m), Bedroom 3: (3.62x2.93), Bathroom: (3.04x1.94m) having corner bath, shower cubicle, wash basin and WC

Outside:

Front: Lawned foregarden

Rear: Lawned garden with brick built store and a garage located within a separate block

Council Tax Band – C

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Via Cottons – 0121 247 2233



LOT 11

Leasehold Investment - One Bedroom City Centre Flat

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

Flat 31 Waterside, Wheeleys Lane, Birmingham, West Midlands B15 2DW

Property Description:

A one bedroom first floor flat located in a purpose built block set back from the road behind communal gardens. The flat benefits from having double glazing, electric heating and resident parking is available. The property is located on Wheeleys Lane which in turn is found off Bath Row and the property is within walking distance to Birmingham City Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £695 pcm (£8,340 per annum).

Accommodation:

Ground Floor

Communal Entrance with secure communal door, Telephone Entry System, Hallway and Lift

First Floor Entrance Hallway, Lounge (4.88m x 3.18m), Kitchen (2.61m x 2.23m), Bedroom (3.80m x 3.27m) and Bathroom (1.72m x 1.86m) having panelled bath, wash basin and WC

Outside: Communal Gardens and Residents Parking is available

Leasehold Information:

Term 99 years from the 30th of November 1979

Service Charge Refer to Legal Pack

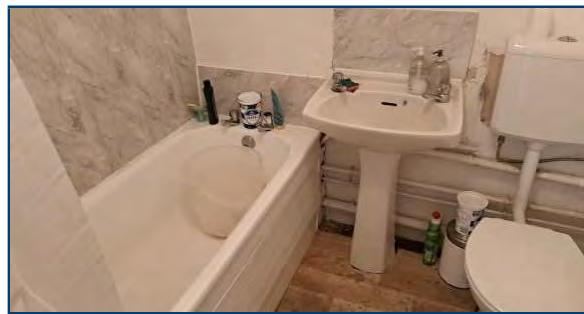
Ground Rent Refer to Legal Pack

Council Tax Band – A

EPC Rating – 62 D

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

Viewings: - Via Cottons



LOT 12

Freehold Vacant Mid Terraced House with Two Bedrooms

*Guide Price: £130,000 Plus (+Fees)

By Instruction of Coventry City Council

11 Trentham Road, Coventry, West Midlands CV1 5BE

Property Description:

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

Trentham Road forms part of a traditional and established residential area and leads directly off Harnall Lane East (B4110) conveniently located

cupboard, Rear Entrance Hall, Bathroom: 2.22m x 1.71m with panelled bath having shower over, pedestal wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 3.71m x 3.48m, Bedroom Two: 3.49m x 3.48m

Outside:

Front garden 3.69m x 3.47m, Kitchen: 3.48m x 2.84m (maximum) with built in under stairs

EPC Rating: Refer to Legal Documents

Legal Documents:Available at www.cottons.co.uk**Viewings:** Via Cottons – 0121 247 2233

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LOT 13

Freehold Investment Opportunity – 4 Shops & 8 Flats - Income: £57,600 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 Centres.

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 £540 p.c.m. (£6,480 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: £57,600 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 14

Freehold Vacant House in Multiple Occupations with Investment Potential
***Guide Price: £540,000 - £570,000 (+Fees)**

32 George Street West, Birmingham, West Midlands, B18 7HF



Property Description:

A substantial Grade II listed period built three storey detached former vicarage constructed in Queen Anne style of brick with pitched tile clad roof with many impressive features including two storey bay windows and with dominant chimneys and Dormer windows to the roof.

The property occupies a substantial plot set within walled gardens and extends to an area of approximately 0.34 acres (0.14 hectares).

The property has previously been used as a house in multiple occupation having been granted consent by Birmingham City Council (Ref: 2017/06395/PA) and dated 19th February 2018 for alterations to facilitate change of use from a residential dwelling to a 10 bedroom house in multiple occupation. The existing layout includes 10 bedrooms, mostly en-suite, along with ancillary accommodation including several lounges, kitchen and communal areas and there may be scope for increasing the bedrooms and alternatively, the property may be suitable for alternative use (both subject to obtaining consent).

The property benefits from gas fired central heating and is offered for sale generally in a well maintained and presentable condition.

George Street West leads directly off Spring Hill (A457) which provides direct access to Birmingham Ring Road (A4540) and the property is conveniently within approximately 1 mile to the West of Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hall/Impressive Reception Hall, Office, Lounge, Bedroom One with en-suite Shower Room and WC, Large Office with Cloakroom having WC, Store Room, Rear Hall, Bedroom Three, en-suite Wet Room, WC, Lounge and Kitchen.

First Floor

Stairs and Landing, Bedroom Four with en-suite Shower Room with WC, Bedroom Five with en-suite Shower Room and WC, Bedroom Six with en-suite Shower Room and WC, Lounge, Kitchen, Bedroom Seven with en-suite Shower Room and WC, Communal Shower Room, Utility Room with WC.

Second Floor

Stairs and Landing, Bedroom Eight with en-suite Shower Room with WC, Bedroom Nine, Bedroom Ten with en-suite Shower Room with WC, Communal Shower Room, Cloakroom with WC.

Outside:

Front: Walled foregarden with vehicular gated access to parking space, Former Garage converted into Consulting Rooms and Boiler Room. Lawned side garden, Large Rear Lawned Wall Garden. Internal Yard Area with Brick Stores and access to Boiler Room.

Gross Internal Area

Ground Floor: 148.20 sq.ms (1595 sq.ft).

First Floor: 134.32 sq.ms (1445 sq.ft).

Second Floor: 77.43 sq.ms (833 sq.ft).

Total Gross Internal Area: 359.95 sq.ms (3874 sq.ft.)

Council Tax: F

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 15

Freehold Vacant HMO/Potential Investment Opportunity
 *Guide Price: £575,000 - £625,000 (+Fees)

470 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 9LH



Property Description:

A substantial three storey semi-detached former dwelling house converted and currently laid out to provide a 9 bedroom house in multiple occupation with some en-suite shower rooms and ancillary lounges, kitchens and communal accommodation along with additional cottage located to the rear and offers scope to increase the current bedroom capacity. Planning Consent was granted in 1997 (Ref: 1996/04509/PA) for a 10 Bedroom HMO.

The property is prominently situated at the junction of Gillott Road and Melville Road forming part of an established residential area popular with investors and is situated in the southern section of Gillott Road which leads directly off Hagley Road (A456) and provides direct access to Birmingham City Centre.

The property benefits from gas fired central heating, UPVC double glazed windows and is fully compliant with HMO regulations including fire doors, mains fitted fire detection system and emergency lighting.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall, access from Hallway to Basement inc Store Room: 2.87m x 1.84m & Laundry Room: 4.22m x 3.99m. Front Lounge: 5.12m x 4.54m, Bedroom One: 5.71m x 4.46m including Ensuite Shower Room with wc, Inner Hallway, Open Plan Living Room/Diner/Kitchen 5.39m x 4.05m, Toilet & Shower Room, Bedroom Two: 3.0m x 3.09m with Ensuite Shower Room: 2.99m x 2.48m with wc, Bedroom Three: 3.83m x 2.72m with Ensuite Shower Room 1.82m x 1.63m with wc.

First Floor

Stairs and Landing, Lounge: 5.18m x 4.55 max opening to Kitchen: 3.09m x 1.87m,

Bedroom Four: (Not Inspected), Bedroom Five: 3.04m x 2.42m with Ensuite Shower Room with wc, Boiler Room, Bedroom Six: 5.83m x 4.54m inc. Ensuite Shower Room with wc .

Second Floor

Stairs and Landing to Office: 6.41m x 1.95m, Shower Room with wc, Kitchen: 2.39m x 1.3m, Bedroom Seven: 4.24m x 2.91m, Bedroom Eight: 4.23m x 3.67m, Bedroom Nine: 4.58m x 3.35m

Outside: Walled foregarden and side garden with off road parking accessed from Melville Road, enclosed rear yard/garden with access to Cottage/Former Coach House.

Coach House

Ground Floor

Living Room/Kitchen: 3.57m x 3.19m, Shower Room: 2.32m x 0.97m with wc, Bedroom: 3.12m x 2.53m.

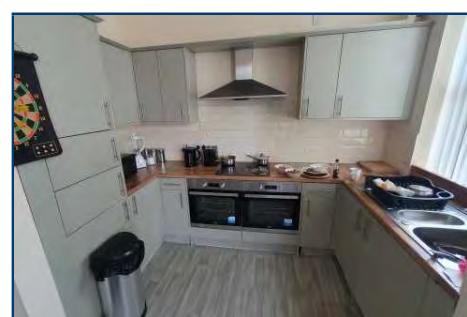
First Floor Spiral Stairs to mezzanine room: 2.81m x 2.3m.

Council Tax D

EPC Rating Refer to Legal Pack

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

Viewings: Via Cottons - 0121 247 2233



LOT 16

Freehold Vacant Recently Refurbished Mid-Terraced House
*Guide Price: £155,000 - £165,000 (+Fees)

15 Vicarage Road, Wollaston, Stourbridge, West Midlands DY8 4NS**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having recently been refurbished and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fitments, re-plastering works and new carpets throughout. The property is located on Vicarage Road which is found off Wollaston Road (A461) and the property is within walking distance to the local High Street in Wollaston providing a range of shops and amenities.

Council Tax Band – B

EPC Rating – Commissioned (Refer to Legal Pack)

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Lounge: (3.61x3.64m), L-shaped Kitchen/Diner: (5.27x3.73m), Utility Area: (1.82x1.73m), Stairs,

First Floor

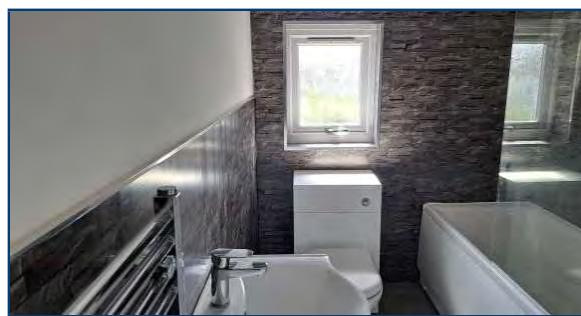
Bedroom 1: (3.64x3.65m), Bedroom 2: (2.57x2.88m), Bathroom: (3.41x1.81m) having panelled bath with shower over, wash basin and WC

Outside:

Rear: Garden

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

Viewings – Via Cottons – 0121 247 2233

**LOT 17**

Freehold Vacant End Terrace House
*Guide Price: £150,000 - £170,000 (+Fees)

105 Springcroft Road, Tyseley, Birmingham, West Midlands B11 3EP**Property Description:**

A freehold end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled and gated foregarden allowing for off road parking. The property benefits from having majority UPVC double glazed windows and gas fired central heating however does require some modernisation and improvement. Springcroft Road is located off Shaftmoor Lane which in turn is found off Stratford Road (A34)

Accommodation:**Ground Floor**

Side Entrance, Hallway, Front Reception Room: (3.68x4.64m), L-shaped Kitchen/Diner: (3.74x4.66m), Sun Room/Utility Room: (2.91x2.42m),

Shower Room having shower cubicle, wash basin and WC: (0.88x2.18m), Stairs

First Floor

Landing, Bedroom 1: (3.05x4.66m), Bedroom 2: (2.88x4.67m), Bathroom having panelled bath, wash basin, WC and Bidet: (2.13x2.86m)

Outside:

Front: Walled and gated foregarden allowing for off road parking

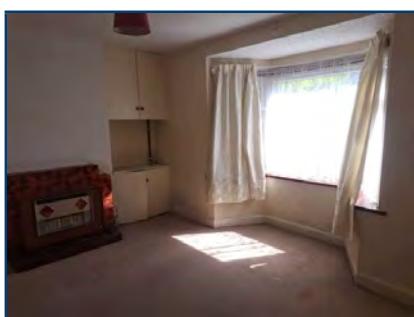
Rear: Lawned garden

Council Tax Band – A

EPC Rating – 65 D

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

Viewings – Via Cottons – 0121 247 2233



LOT 18

Freehold Investment (Three Bedroom Semi-detached Property)

*Guide Price: £115,000 - £125,000 (+Fees)

15 The Orchard, Belper, Derbyshire DE56 1DF

Property Description:

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

Outside:

Front: Walled foregarden

Rear and Side: Lawned garden

Council Tax Band – B

EPC Rating – 69 C

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

Viewings: Via Cottons – 0121 247 2233



Accommodation:

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

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

3 Bedrooms and Bathroom with WC



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

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LOT 19

Freehold Restaurant Investment and Vacant Flat
*Guide Price: £200,000 - £220,000 (+Fees)

31 Cape Hill, Smethwick, West Midlands, B66 4RX

**Property Description:**

A mid-terraced property of two storey brick construction surmounted by a pitched tile clad roof, situated in the heart of Cape Hill Shopping Centre and comprising of a ground floor restaurant along with a self contained flat to the first floor. The property forms part of a busy shopping centre surrounded by a wide range of retail amenities and services, serving the densely populated residential catchment area.

Tenancy Information

Ground Floor Restaurant: Trading As Onyé West African Restaurant on a lease for a term of 7 years from March 2023 at an existing rental of £12,000 per annum.

Note: Since commencement of the lease the tenant has fully refurbished the restaurant, kitchen and ancillary accommodation to a very presentable standard.

First Floor Flat: Vacant

Accommodation:**Ground Floor**

Restaurant: 52.02 sq.ms (560 sq.ft), with Licensed Bar and 36 Covers. Store/Prep Room: 7.74 sq.ms (83 sq.ft), Kitchen: 12.23 sq.ms (131 sq.ft) with walk in store room, Rear Hallway with Store Room and Ladies and Gents Toilets each with WC and wash basin.

First Floor

Flat Accommodation: Entrance Hall directly off Cape Hill, Stairs and Landing:

First Floor: Lounge: 4.77m x 3.37m, Shower Room with glazed shower cubicle, Bedroom: 3.19m x 2.6m, Cloakroom with WC and wash basin, Kitchen: 3.22m x 2.33m, with fitted units.

Note: The flat benefits from mostly UPVC double glazed windows and electric heating.

Council Tax (Flat): Band A

EPC Rating: Restaurant - D; Flat - E

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 20

Freehold Vacant Shop/Office & Self Contained Flat - Investment Potential
 *Guide Price: £230,000 - £250,000 (+Fees)

102 & 102A Shireland Road, Cape Hill, Smethwick, West Midlands, B66 4QJ



Property Description:

A substantial mixed use property prominently located at the Junction of Shireland Road (B4125) and Florence Road and comprising of a ground floor office, retail shop and garage/workshop with a self contained flat to the first and second floors over. The property is of three storey brick construction surmounted by a pitched tile clad roof and provides flexible accommodation which would appeal to either investors or owner occupiers. The flat benefits from mostly UPVC double glazed windows and gas fired central heating.

The property forms part of a densely populated and established residential area within a short walk of Cape Hill Shopping Centre and is located opposite a public car park providing customer parking.

Accommodation:

Ground Floor

Front Retail/Office: 10.97 sq.ms (118 sq.ft), Inner Hall with wash basin, toilet with WC, Rear Retail Shop with Entrance and Frontage to Florence Road: 44.08 sq.ms (474 sq.ft) with aluminium roller shutter front, Enclosed Yard, Workshop/Garage: 14.42 sq.ms (155 sq.ft) with roller shutter door and electrics.

Flat Accommodation

Ground Floor

Private entrance off Shireland Road,

First Floor

Stairs and Landing, Lounge: 3.7m x 3.51m, Bedroom One: 2.54m x 2.04m, Breakfast Kitchen: 3.45m x 3.16m (maximum), Bathroom: 2.31m x 1.44m with panelled bath, wash basin and WC.

Second Floor

Stairs to Bedroom Two: 3.69m x 3.53m.

Outside: Front: Paved forecourt.

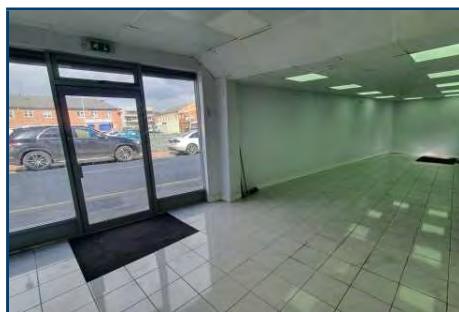
Council Tax: Flat: A

EPC Rating: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



2024 is our Centenary Year of Celebration

We are proud to be one of Birmingham's longest standing property companies and are delighted to be celebrating our 100th Anniversary this year.

Cottons was formed in 1924 by Birmingham Entrepreneur, Estate Agent & Auctioneer, Jack Cotton who later ventured into the world of property development, flourishing in post war Britain and putting his name to many significant city centre buildings in Birmingham with developments including the 3.5 acre Big Top site fronting New Street, the Notting Hill Complex in London and the Pan Am Building over the Grand Central Terminal in New York City.

Jack handed his property business to his eldest son Derek who qualified as a Chartered Surveyor and ran Jack Cotton & Partners from offices constructed by his dad at Cavendish House, Waterloo Street in Birmingham City Centre.

During the 1980's, Cottons, along with Black Country agents Allsop Sellers were purchased by The Leeds Building Society and became the multi office practice of Allsop Cottons and were prominent throughout the West Midlands.

The Leeds sold their property businesses to The Halifax Bank in 1995 and with the exception of the Property Management office at Cavendish House all branches converted to Halifax Property Services. In 1997 The Halifax decided to sell their Property Management Department operating from Cavendish House and a Management Buyout of the original company was undertaken returning the long-established Cottons brand to independent ownership.

To this day, Cottons continues to be one of the only traditional, multi disciplined practices left in the West Midlands

offering a full array of property services to our many clients and customers and through the guidance of the partners and hard work of all our loyal staff, the business has continued to flourish and thrive and we are well positioned heading into our next century in an ever changing property industry.

We are proud to be members of the RICS, ARLA, ARMA and NAVA and fully adhere to all the exceptionally high standards expected from these professional bodies.

All the Partners and Staff at Cottons are looking forward to celebrating our Centenary Year and the successes we have achieved throughout our 100 years of trading.

We would like to take this opportunity to thank all our clients and customers for their loyal support and we will continue to offer the highest level of service you have all come to expect from our company.



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CHARTERED SURVEYORS

LOT 21

Freehold Vacant Three Bedroom Semi-Detached House
 *Guide Price: £145,000 - £155,000 (+Fees)

22 Field Lane, Bartley Green, Birmingham, West Midlands B32 3JR

Property Description:

A semi-detached property surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Field Lane close to the junction with Gengers Lane

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (6.66x3.67m), L-shaped Kitchen/Diner: (5.47x3.22m), Stairs

First Floor

Bedroom 1: (3.41x3.69m), Bedroom 2: (2.94x3.47m), Bedroom 3: (3.40x2.76m), Bathroom having panelled bath with shower over, wash basin and WC: (1.68x2.25m)

Outside:

Front: Lawned foregarden

Rear: Lawned garden

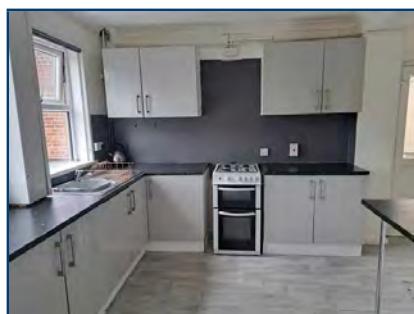
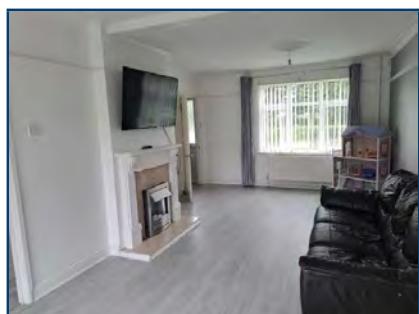
Council Tax Band – A

EPC Rating – 62 D

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 22

Freehold Building Plot with Consent for a Detached 3 Bedroom Dwelling
 *Guide Price: £100,000 - £110,000 (+Fees)

Residential Building Plot Adj. 15 Buttermere Close, Cannock, Staffordshire WS11 6EE

Property Description:

An opportunity to purchase a freehold building plot forming part of an established residential estate and located in a cul-de-sac adjacent to 15 Buttermere Close. The Plot currently comprises of garden amenity land and is rectangular in shape extending to an area of circa 175 sq.ms (1883 sq.ft).

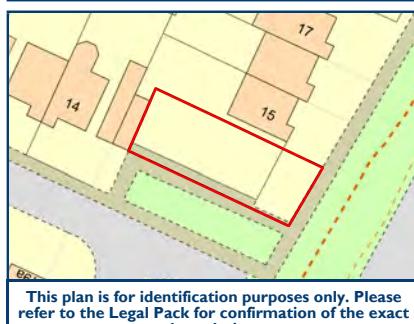
Buttermere Close forms part of an established residential area and leads via Crab Lane, off Old Hednesford Road (A4601) providing access to Cannock Town Centre, located within approximately 1½ miles to the South West.

Planning

Outline planning consent has been granted by Cannock Chase Council (Ref: CH/22/0274) and dated 9th March 2023 for the erection of a detached three bedroom dwelling including access and layout. A copy of the planning consent is available for inspection on Cannock Chase Council website and all interested parties should contact the local Planning Department at Cannock Chase to discuss any matters relating to the planning consent.

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

Viewings: External Only



LOT 23

Freehold Vacant End Terraced House with Three Bedrooms
*Guide Price: £80,000 - £90,000 (+Fees)

15 Buttermere Close, Cannock, Staffordshire WS11 6EE**Property Description:**

An end terraced house of non-traditional 'Reema Hollow Panel' construction set back behind a lawned foregarden and providing presentable and well laid out accommodation benefitting from uPVC double glazed windows, refitted Kitchen and Bathroom and gas fired central heating. Buttermere Close forms part of an established residential area and leads via Crab Lane off Old Hedgesford Road (A4601) providing access to Cannock town centre located within approximately 1½ miles to the south west.

Accommodation:**Ground Floor**

Entrance Hall, Lounge: 4.32m x 3.26m overall, Dining Kitchen: 5.22m x 3.23m overall, with range of modern fitted kitchen units, Ideal combi condensing gas fired central heating boiler.

First Floor

Stairs and Landing, Bedroom One: 2.57m x 2.79m, Bedroom Two: 2.28m x 3.01m, Bedroom Three: 2.89m x 2.12m inclusive of bulkhead to stairs, Bathroom: 2.59m x 1.66m with white suite including Low flush WC, vanity wash basin, panel bath with glass shower screen and shower mixer taps over.

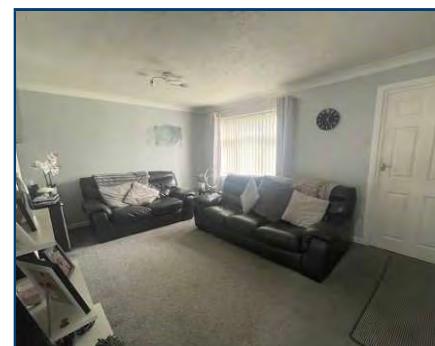
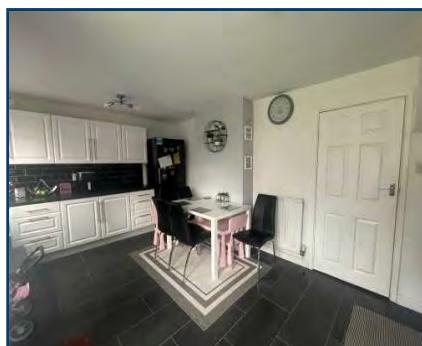
Outside:

Front: Lawned foregarden

Rear: Pedestrian side access to Lawned Garden

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

Available at www.cottons.co.uk

**LOT 24****Freehold Land**

*Guide Price: £20,000 - £25,000 (+Fees)

Land On the South Side, of Crab Lane, Stafford, ST16 1SQ**Property Description:**

A parcel of freehold land roughly rectangular in shape extending to an area of approximately 354 sq.mtrs (3813 sq.ft).

The land may provide potential for alternative uses however all interested parties should satisfy themselves in full with any proposals they may have with Stafford Borough Council.

The land is located fronting Crab Lane close to the junctions with First Avenue and Shelmore Close, and being within approximately a quarter of a miles distance from junction 14 of the M6 Motorway.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 25

Freehold Vacant Three Bedroom Semi-Detached House
 *Guide Price: £160,000 - £170,000 (+Fees)

I Raleigh Croft, Great Barr, Birmingham, West Midlands B43 7SN

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 tarmacadam driveway giving access to garage and allowing for off road parking. The property benefits from having part double glazed windows and gas fired central heating however does require some modernisation and improvement. Raleigh Croft is located off Sycamore Road which in turn is found off Wilderness Lane which in turn is found off Birmingham Road (A34) which gives direct access to both Birmingham City Centre and Walsall Town Centre. The property is within approximately half a miles distance from Junction 7 of the M6 Motorway

Accommodation:

Ground Floor Lounge: (4.38x3.46m), Dining Room: (2.95x3.04m), Kitchen: (2.95x2.51m), Utility Area: (2.55x2.29m), Garage: (5.05x2.30m), Stairs

First Floor Bedroom 1: (3.61x3.02m), Bedroom 2: (2.98x3.03m), Bedroom 3: (2.35x2.55m), Bathroom having panelled bath and wash basing: (1.68x1.62m), Separate WC

Outside:

Front: Lawned foregarden and tarmacadam driveway giving access to garage

Rear: Lawned garden

Council Tax Band – C

EPC Rating – Commissioned (Refer to Legal Pack)

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.

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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 26

Freehold Vacant Barn Conversion
*Guide Price: £350,000 - £375,000 (+Fees)

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

**Property Description:**

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

Planning:

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

Legal Documents: - Available at

www.cottons.co.uk

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

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

Outside: : Proposed parking area and garden

Council Tax Band – G

EPC Rating – 79 C



LOT 27

Freehold Investment - City Centre Restaurant and Takeaway Premises

*Guide Price: £125,000 - £135,000 (+ 20% VAT) (+Fees)

29 School Street, Wolverhampton, West Midlands WV1 4LR

Property Description:

A City Centre retail investment comprising of a ground floor retail shop trading as Bodrum Delight Restaurant and Takeaway along with ancillary accommodation to the first floor. The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

EPC Rating: E

Legal Documents:

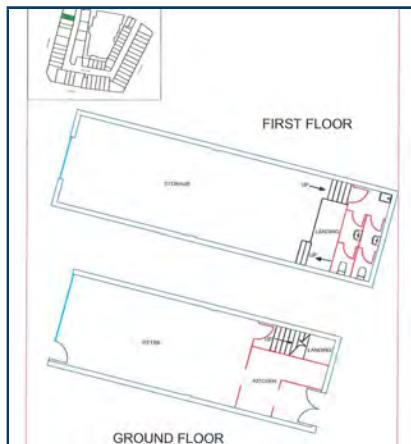
Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion

42 days from exchange of contracts.



Tenancy Information

The property is let on a lease for a term of 5 years from 14th July 2021 until 13th July 2026 at a rental of £7,000 per annum + VAT on Full Repairing and Insuring terms (FRI).

Accommodation:

Ground Floor

(Information obtained from the Valuation Office Agency Website)
Retail/Restaurant Area and Kitchen: 52.8 sq.ms (568 sq.ft).

First Floor

Stairs and Landing, Toilets, Internal Storage: 59.6 sq.ms (641 sq.ft).

LOT 28

Freehold Investment - City Centre Retail Property

*Guide Price: £125,000 - £135,000 (+ 20% VAT) (+Fees)

31 School Street, Wolverhampton, West Midlands WV1 4LR

Property Description:

A City Centre retail investment comprising of a ground floor retail shop along with ancillary accommodation to the first floor previously trading as a bar/restaurant and currently being converted to a grocery store. The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

EPC Rating: E

Legal Documents:

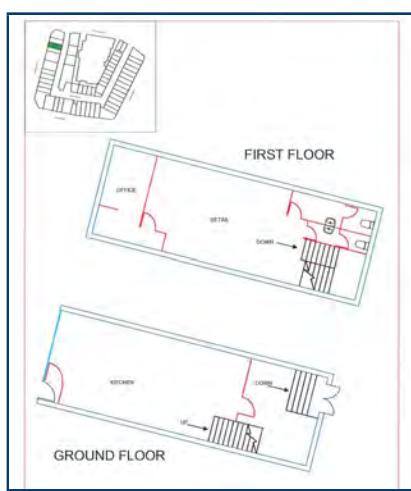
Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion

42 days from exchange of contracts.



Tenancy Information

The property is let on a licence from 15th December 2023 until 31st December 2030 at a rental of £9,000 per annum + VAT.

Accommodation:

Ground Floor

(Information obtained from the Valuation Office Agency Website)
Retail Area: 59.2 sq.ms (637 sq.ft).

First Floor

Stairs and Landing, Internal Storage: 45.1 sq.ms (485 sq.ft).

LOT 29**Freehold Investment - City Centre Retail Property**
*Guide Price: £125,000 - £135,000 (+ 20% VAT) (+Fees)**33 School Street, Wolverhampton, West Midlands WV1 4LR****Property Description:**

A City Centre retail investment comprising of a ground floor retail shop trading as a butchers along with ancillary accommodation to the first floor. The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

EPC Rating: C**Legal Documents:**

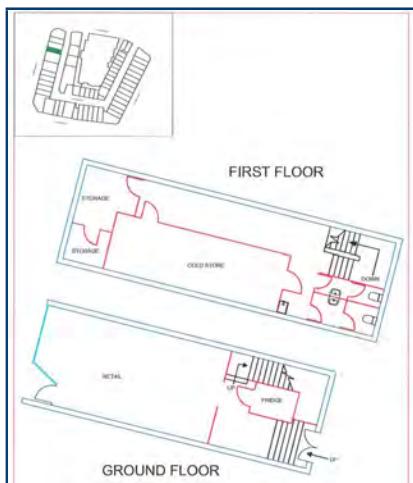
Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion

42 days from exchange of contracts.

**Tenancy Information**

The property is let, holding over on a license from 1st January 2023 until 31st December 2023 at a rental of £1,021.66 per quarter (£4086.64 per annum) + VAT. The tenant has been in occupation for circa 10 years.

Accommodation:**Ground Floor**

(Information obtained from the Valuation Office Agency Website)

Retail area and storage: 58 sq.ms (624 sq.ft).

First Floor

Stairs and Landing, Toilets, Internal Storage and Kitchen: 45.5 sq.ms (489 sq.ft).

LOT 30**Freehold City Centre Investment - Double Retail/Restaurant Premises**
*Guide Price: £240,000 - £250,000 (+ 20% VAT) (+Fees)**35-37 School Street, Wolverhampton, Wolverhampton WV1 4LR****Property Description:**

A City Centre retail investment comprising of a double retail unit including a ground floor restaurant premises trading as the Darshan Lounge along with a separate function room to the first floor.

The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

rental of £1,950 per quarter (£7,800 per annum) + VAT.

First Floor: Let on a licence from 1st September 2022 until 31st August 2032 at a rental of £1,950 per quarter (£7,800 per annum) + VAT.

Total Rental Income: £15,600 p.a.

Accommodation**Ground Floor**

(Information obtained from the Valuation Office Agency Website)

Retail/Restaurant Area, Kitchen and Toilets: 122.17 sq.ms (1,315 sq.ft).

First Floor

Stairs and Landing, Restaurant, Toilets, Store: 96.36 sq.ms (1,037 sq.ft).



EPC Rating: C

Legal Documents:

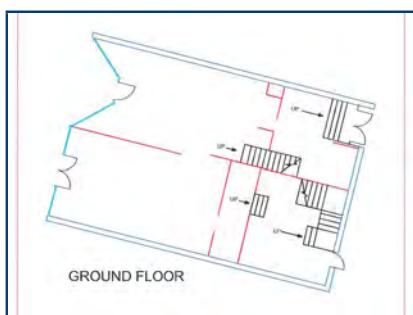
Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion

42 days from exchange of contracts.



LOT 31

Freehold City Centre Investment - Double Retail & Office Premises
*Guide Price: £240,000 - 250,000 (+ 20% VAT) (+Fees)

39-41 School Street, Wolverhampton, West Midlands WV1 4LR

Property Description:

A City Centre retail investment comprising of a double retail unit, occupied by a community resource centre as a Charity Shop & Baby Bank and having accommodation over three floors. The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

Tenancy Information

The property is occupied by the The Women & Families Resource Centre on a Law Society Lease which commenced on 14 July 2021 until 28 September 2026 at a rental of £9,500 per annum plus VAT.

Accommodation:

Ground Floor: (Information obtained from the Valuation Office Agency Website)

Retail Shop: 113.5 sq.ms (1,221 sq.ft).

First Floor

Stairs and Landing, offices, Toilets, Store: 106 sq.ms (1,140 sq.ft).

Second/Mezzanine Floor

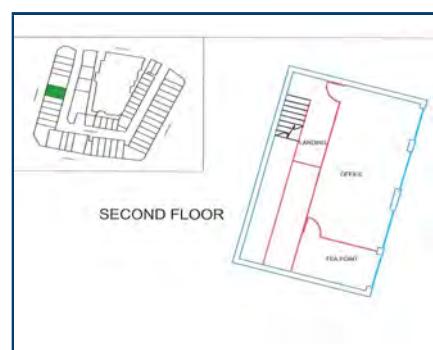
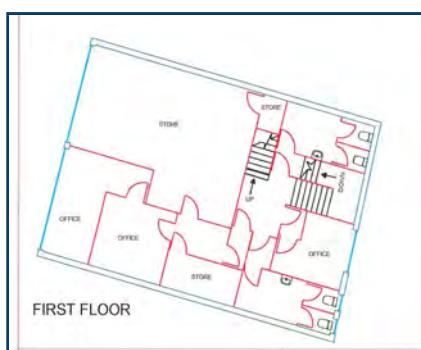
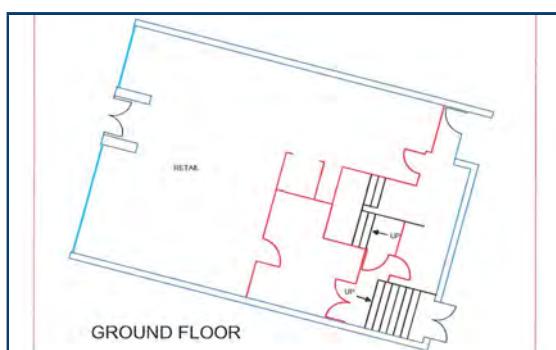
Staff Room & Kitchen: 31.5 sq.ms (339 sq.ft).

EPC Rating: D

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

Viewings: Via Cottons – 0121 247 2233

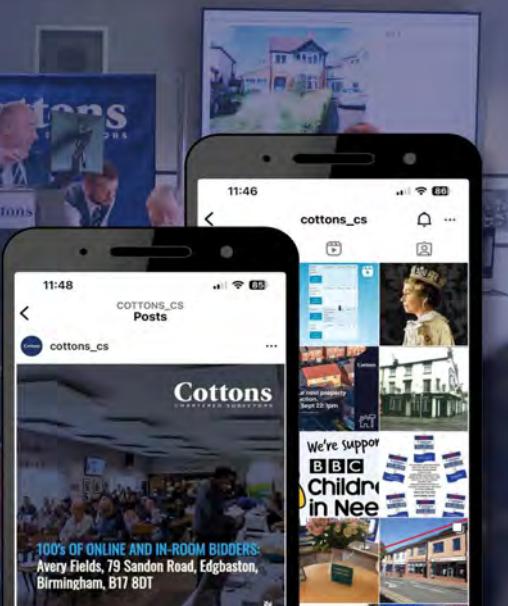
Completion: 42 days from exchange of contracts.



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LOT 32**Freehold Investment - City Centre Retail Property**
*Guide Price: £125,000 - £135,000 (+ 20% VAT) (+Fees)**43 School Street, Wolverhampton, West Midlands WV1 4LR****Property Description:**

A City Centre retail investment, occupied by a nationwide charity and social enterprise involved in the provision of charitable works, provision of supported housing and support for children and young people.

The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

Tenancy Information

The property is occupied by People Potential Possibilities (P3), holding over on a Lease which commenced on 5 September 2016 for a term of 3 years at a rental of £10,000 per annum plus VAT and on Full repairing & Insuring terms (FRI).

Accommodation:**Ground Floor**

(Information obtained from the Valuation Office Agency Website)
Retail Area: 57.2 sq.ms (615 sq.ft).

First Floor

Stairs and Landing, Toilets, Internal Storage and Office: 56 sq.ms (602 sq.ft).

EPC Rating: C**Legal Documents:**

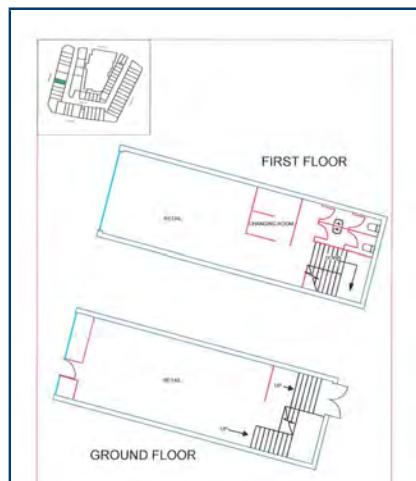
Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion

42 days from exchange of contracts.

**LOT 33****Freehold Investment - City Centre Retail Property**
*Guide Price: £125,000 - £135,000 (+ 20% VAT) (+Fees)**45 School Street, Wolverhampton, West Midlands WV1 4LR****Property Description:**

A City Centre retail investment comprising of a ground floor retail shop trading as Richard & Co Hair Design along with ancillary accommodation to the first floor. The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

Tenancy Information

The property is let, holding over on a licence from 1st April 2023 until 30th March 2024 at a rental of £6,000 per annum + VAT. The tenant has been in occupation for circa 15 years.

Accommodation:**Ground Floor**

(Information obtained from the Valuation Office Agency Website)
Retail/Restaurant Area and Kitchen: 60.3 sq.ms (649 sq.ft).

First Floor

Stairs and Landing, Retail area and Toilets: 53 sq.ms (570 sq.ft).

EPC Rating: E**Legal Documents:**

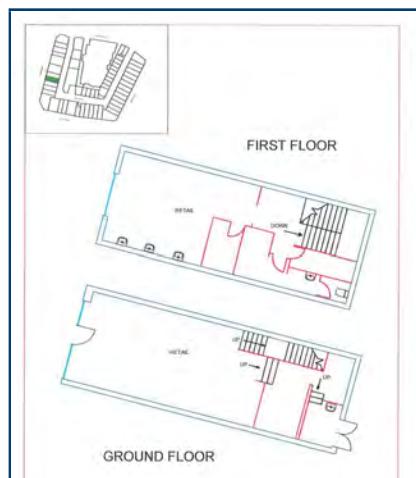
Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion

42 days from exchange of contracts.



LOT 34

Freehold Investment - City Centre Café & Bar Premises

*Guide Price: £125,000 - £135,000 (+ 20% VAT) (+Fees)

47 School Street, Wolverhampton, Wolverhampton WV1 4LR

Property Description:

A City Centre retail investment comprising of a ground floor retail shop trading as The Cozy Cup Café & Bar along with ancillary accommodation to the first floor. The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

Tenancy Information

The property is occupied by Cozy Cup Ltd on a Law Society Lease which commenced on 25 October 2021 until 24 October 2026 at a rental of £7,000 per annum plus VAT.

Accommodation:

Ground Floor

(Information obtained from the Valuation Office Agency Website)
Cafe and Bar Area: 57.2 sq.ms (615 sq.ft).

First Floor

Stairs and Landing, Toilets, Internal Storage: 50.3 sq.ms (541 sq.ft).

EPC Rating: D

Legal Documents:

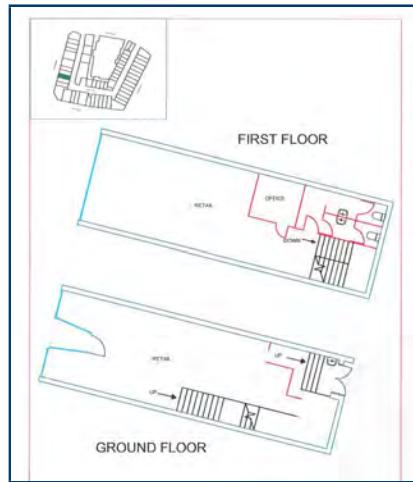
Available via www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Completion

42 days from exchange of contracts.



LOT 35

Freehold Investment - City Centre Retail Property

*Guide Price: £125,000 - £135,000 (+ 20% VAT) (+Fees)

49 School Street, Wolverhampton, West Midlands WV1 4LR

Property Description:

A City Centre retail investment comprising of a ground floor retail shop trading as Kimrands (Off Licence and Groceries) along with ancillary accommodation to the first floor. The property forms part of a parade of similar retail units and is located a short distance from Wolverhampton Market Place which is undergoing significant planned redevelopment and within close proximity to the Mander Centre being Wolverhampton's main shopping centre, which is located approximately 500 metres to the North.

Tenancy Information

The property is let on a licence to Inder's Stores Ltd from 1st August 2023 until 30th July 2033 at a rental of £7,000 per annum + VAT.

Accommodation:

Ground Floor

(Information obtained from the Valuation Office Agency Website)
Retail Shop: 58.6 sq.ms (630 sq.ft).

First Floor

Stairs and Landing, Toilets, Internal Storage: 50.3 sq.ms (541 sq.ft).

EPC Rating: C

Legal Documents:

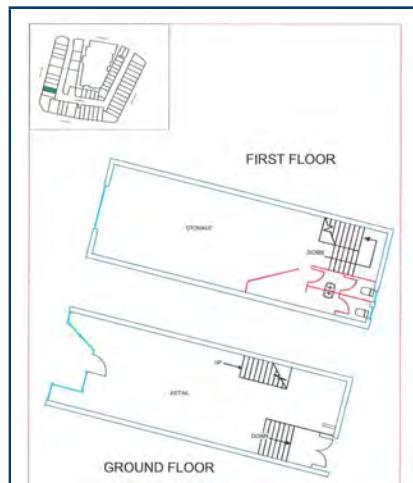
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Viewings:

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Completion

42 days from exchange of contracts.



LOT 36

Freehold Vacant Retail Shop and Potential Flat Conversion

***Guide Price: £95,000 - £115,000 (+Fees)**

13 High Street, Chasetown, Burntwood, Staffordshire, WS7 3XE



Property Description:

A substantial property located on High Street and of two storey brick construction surmounted by a pitched tile clad roof extending to the rear and providing potential for one or two flat conversions (subject to any necessary consents).

The retail shop comprises of a long-established giftware and card shop, having traded for over four generations of the same family and the seller is now retiring. The property extends to the full width of the entry which leads to the rear and provides sizeable first floor accommodation suitable for a large two-bedroom flat and in addition also includes a rear office premises which may also convert to a studio/one bedroom flat.

The shop is generally in a presentable condition and the remainder of the property requires complete refurbishment throughout.

The property forms part of a parade of similar retail units and 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.

Accommodation:

Ground Floor:

Retail Shop: 72.35 sq.ms (778 sq.ft), Store Room: 9.79 sq.ms (105 sq.ft), Lobby, Toilet with wash basin.



13A High Street Entrance Hall, Stairs to

First Floor:

Room One: 4.7m x 3.74m, Room Two: 5.94m x 1.71m, Room Three: 4.91m x 2.38m, Room Four: 4.93m x 4.69m.

13B High Street (Rear Office)

Ground Floor

Entrance Hall: 2 Rooms, Cloakroom with WC.
Gross Internal Area: 7.16m x 3.86m.

Outside: Covered access (subject to third party rights of way over) leading to rear yard and a corrugated steel workshop/store (not inspected).

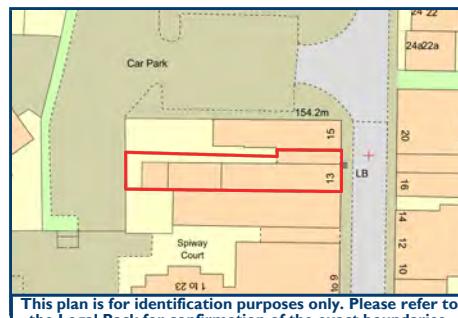
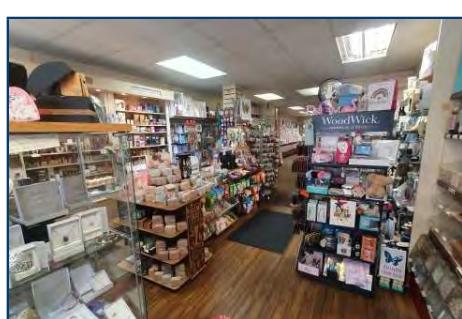


EPC Rating: Refer to Legal Documents

Legal Documents:

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

Available at www.cottons.co.uk



LOT 37

Leasehold Investment comprising of a Retail Shop and Duplex Maisonette
 *Guide Price: £90,000 - £99,000 (+Fees)

60 & 60A High Street, Chasetown, Burntwood, Staffordshire, WS7 3XF



Property Description:

An investment opportunity to purchase a modern three storey mixed use premises forming part of a parade of five similar units set back from High Street behind a service road and customer parking area. The property comprises of a retail premises to the ground floor currently trading as Hair Salon and Beauticians along with a duplex maisonette to the first and second floors, benefitting from three bedrooms and accessed by way of a rear car parking area located off Edwards Road.

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

Tenancy Information

60 High Street (Retail Shop): Trading as Beau Cheveux Hair and Extensions and let on a lease for a term of 5 years from 11th March 2004 at a rent of £7,380 per annum.

60A High Street (Duplex Flat): Let on an Assured Shorthold Tenancy agreement for a term of 5 years from 11th April 2024 at a rental of £575 per calendar month (£6,900 per annum). Note: We understand that the tenant has occupied the property for 40 years since 1984 and whilst we are in receipt of an Assured Shorthold Tenancy Agreement it is likely that the tenant benefits from security of tenure as his occupation commenced prior to the Housing Act 1988.

Total Rental Income: £14,280 per annum

Accommodation:

Ground Floor

60 High Street: Salon area: 5.00m x 5.79m, Tanning Room: 2.09m x 2.57m, Treatment Room: 1.55m x 2.48m, Lobby, Toilet: with Hand basin and

WC, Kitchen: 1.68m x 3.08m, Nail room: 4.85m x 2.19m to 3.92m (irregularly shaped), Rear beauty room: 2.70m x 2.96m

60A High Street Rear access to secure entrance hall stairs to first floor.

First Floor

Reception Hall, Kitchen: 3.26m x 2.78m, Lounge/Dining Room: 5.15m x 4.59m (maximum).

Second Floor Bedroom One: 2.57m x 2.38m, Bedroom Two: 3.73m x 2.68m, Bedroom Three: 4.19m x 2.77m, Bathroom: 2.27m x 1.90m with panelled bath, pedestal wash basin and WC.

Outside: Yard/Garden Area and Residents Carparking to Rear.

Leasehold Information

Lease Term: 99 Years from 24th June 1969.

Ground Rent and Service Charge: Refer to Legal Pack.

Council Tax: Flat 60A : B

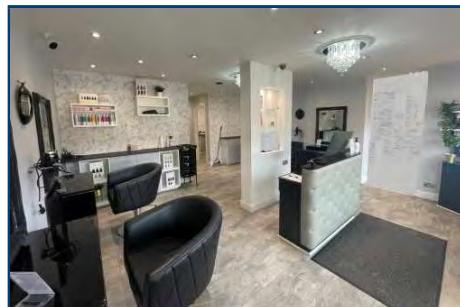
EPC Rating: Flat 60A: D Retail: C

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233

Boot&Son
Chartered Surveyors Est 1919



LOT 38

Leasehold Investment - Recently Constructed City Centre 2 Bed Flat.
 *Guide Price: £150,000 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

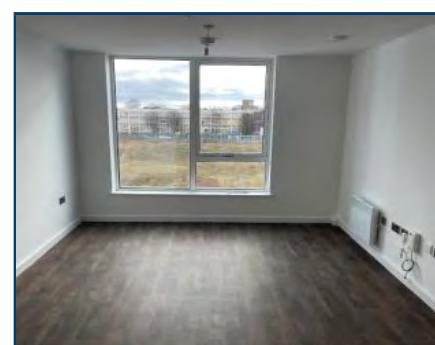
EPC Rating - 80 C

Legal Documents

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Viewings - Via Cottons

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LOT 39

Freehold Retail Shop & Flat Investment
 *Guide Price: £100,000 - £107,000 (+Fees)

129 Barnes Hill, Weoley Castle, Birmingham, West Midlands B29 5UN

Property Description:

A traditional two storey mid terrace property of brick construction surmounted by a clay tile pitched roof, comprising a ground floor retail unit with residential accommodation above, benefitting from rear yard with vehicular access and UPVC double glazed windows.

The property is set back from Barnes Hill (B4121) behind a paved fore court in a mixed residential and retail area, conveniently situated circa. 0.5 miles from Weoley Castle Square, and 4.9 miles from Birmingham City Centre.

Tenancy Information

The property is currently let trading as Car Parts at a rental of £5,000 p.a., with the tenant holding over following the expiry of their lease which commenced in 2003 for 6-years on FRI terms.

Accommodation:

Ground Floor: Retail Area: 7.51m x 5.24m, Storeroom: 2.69m x 2.45m (not inspected).

First Floor: Stairs and Landing, Living Room: 3.64m x 3.02m, Kitchen: 3.66m x 2.08m, Bedroom (double) 3.5m x 3.33m and bathroom with W.C.

Outside:

Front – Fore Court

Rear – Garden with parking amenity

EPC Rating: Refer to Legal Pack

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

Viewings: Via Cottons – 0121 247 2233



LEGAL PACKS

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LOT 40

Freehold Vacant End Terraced House on Large Corner Plot
***Guide Price: £190,000 - £197,000 (+Fees)**

88 Chadwick Road, Sutton Coldfield, West Midlands, B75 7RA

**Property Description:**

An End Terraced House of two storey brick construction surmounted by a pitched tile clad roof, occupying a corner plot and offered in a generally presentable condition, providing well laid out and generous accommodation benefitting from UPVC double glazed windows and external doors, gas fired central heating, large garden with off road parking. Chadwick Road forms part of an established residential estate and leads via St Chads Road off Hollyfield Road (B4148) and the property is conveniently within approximately 1½ miles to the East of Sutton Coldfield Town Centre.

Accommodation:**Ground Floor**

Entrance Hall with cloak room having W.C and wash basin, Lounge: 5.02m x 3.28m (minimum), Dining Room: 3.57m x 3.94m (minimum) walk in store, Kitchen: 3.7m x 2.02m with range of fitted units.

First Floor

Stairs and Landing, Bedroom One: 5.04m x 3.29m, Bedroom Two: 3.8m x 3.15m, walk in cupboard, Bathroom: 2.21m x 1.99m with panelled bath having shower over, pedestal wash hand basin, W.C.

Outside: Lawned front and side garden, with paved driveway providing off road car parking and side gated access to rear with gravelled patio and lawned garden.



Council Tax: B

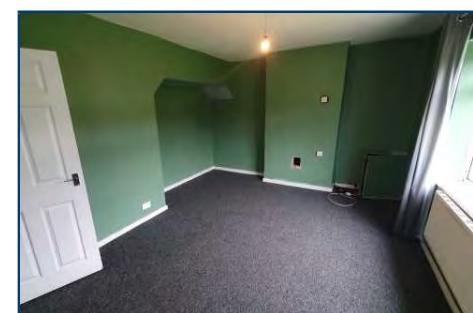
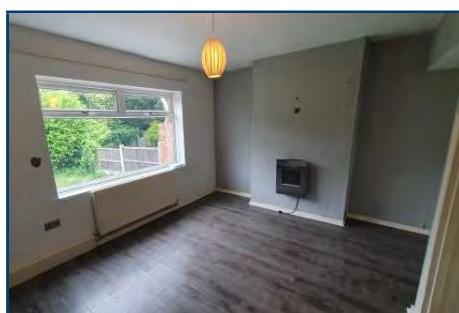
EPC Rating: C

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 41

Freehold Vacant Detached Bunaglow with Development Potential
 *Guide Price: £340,000 - £360,000 (+Fees)

2 Athlone Road, Walsall, West Midlands, WS5 3QX



Property Description:

A detached bungalow of brick construction with pitched tile clad roof occupying a corner plot prominently located at the junction of Athlone Road and Gillity Avenue and forming part of a highly regarded residential area located approximately 1 mile to the South East of Walsall Town Centre.

The property provides extensive accommodation extending to a gross internal area of 167.8 sq.ms (1806 sq.ft) and including generous living accommodation three bedrooms and two garages. The property requires refurbishment and modernisation throughout and offers scope for redevelopment of the existing property or may have potential for construction of a replacement dwelling, all subject to obtaining planning consent.

Accommodation:

Ground Floor

Porch/Entrance Hall, Large Reception Hall: 4.70m x 2.45m, L Shaped Lounge/Dining Kitchen: 3.45m x 4.71m plus 8.54 x 3.34m, Kitchen: 4.11m x 3.33m, Bathroom: 2.76m x 1.8m with bath and wash basin, Separate Toilet with WC. Bedroom One: 4.08m x 3.86m, Bedroom Two: 4.50m x 4.09m, Bedroom Three: 3.00m x 2.64m.

Outside:

Dual access driveway with lawned gardens to front and side. Two Separate Garages: 5.34m x 3.04m and 5.26m x 3.13m.

Rear: Pedestrian access to paved yard area.

Council Tax: F

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 42

Freehold Part Vacant/Part Investment (Former Bank and 4 Two Bed Flats)
 *Guide Price: £420,000 - £450,000 (+Fees)

17 Church Square, Oldbury, West Midlands, B69 4DX

**Property Description:**

A substantial grade II listed three story property of brick construction surmounted by a tiled roof directly fronting the pavement. The property comprises of a former bank to the ground floor, rear second floor and basement and four x two bedroom flats to the first and second floors which were formally converted in 2021 (Ref: DC/17/60574). The property is situated on the junction of Church Square and Birmingham Street and is located within the heart of Oldbury Town Centre which provides a wide range of shops and amenities. The former banking premises are currently vacant and the flats to the first and second floors of the main building are all currently let and a schedule of tenancies are detailed below.

Schedule of Tenancies**Former Banking Hall Vacant**

Flat 23: Let on an Assured Shorthold Tenancy Agreement at £650 pcm (£7,800 pa)

Flat 23a: Let on an Assured Shorthold Tenancy Agreement at £695 pcm (£8,340 pa)

Flat 23b: Let on an Assured Shorthold Tenancy Agreement at £695 pcm (£8,340 pa)

Flat 23c: Let on an Assured Shorthold Tenancy Agreement at £695 pcm (£8,340 pa)

Total Rental: £2,735 pcm (£32,820 pa)

Accommodation:**Ground Floor**

Former Bank: 153.23 sq.mtrs (1649 sq.ft), Main Banking Hall, Office x 3, Internal Corridor and Rear Lobby with access to stairs and side entrance
 Basement: 127.06 sq.mtrs (1367 sq.ft), Inner Lobby and 6 rooms

First Floor

50.24 sq.mtrs (540 sq.ft) having Kitchen, Office, Male and Female WC's,

Flat Accommodation:

Ground Floor: communal entrance leading to stairs

First Floor

Flat 23: Lounge/Kitchen: (4.34x5.09m), Family Bathroom: (1.78x2.00m) having panelled bath with shower over, wash basin and WC, Bedroom 1: (2.95x3.05m), Bedroom 2: (2.46x3.55m)

Flat 23a: Lounge/Kitchen: (6.33x3.95m), Bedroom 1: (2.77x3.30m) with en-suite shower room having shower cubicle, wash basin and WC: (1.20x2.43m), Bedroom 2: (5.20x2.42m), Family Bathroom: (2.74x2.08m) having panelled bath, wash basin WC,

Second Floor

Flat 23b: Lounge/Kitchen: (2.87x5.74m), Bedroom 1: (3.03x3.21m) with en-suite shower room having shower cubicle, wash basin and WC: (1.16x2.26m), Bedroom 2: (4.41x1.87m), Family Bathroom having panelled bath, wash basin and WC: (1.67x2.17m)

Flat 23c: Lounge/Kitchen: (5.44x3.83m), Bedroom 1: (2.54x2.96m) with en-suite shower room having shower cubicle, wash basin and WC: (1.62x2.17m), Bedroom 2: (2.96x4.20m), Family Bathroom having panelled bath with shower over, wash basin and WC: (2.70x1.82m)

Council Tax Band For All Flats: – A

EPC Rating – Commissioned (Refer to Legal Pack)

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 43

Freehold Town Centre Investment - Hair Salon and Flat - Rent: £12,900 p.a.
 *Guide Price: £120,000 - £140,000 (+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

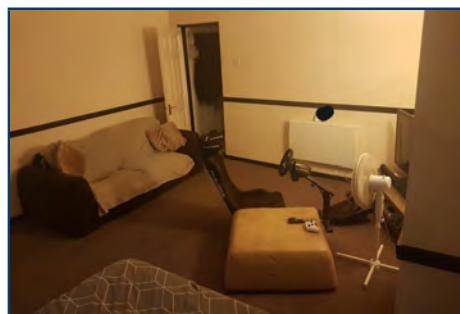
First Floor Flat - D.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

Freehold Vacant Church Premises with Redevelopment Potential
*Guide Price: £360,000 - £380,000 (+Fees)

Trinity Church, 9 Station Road, Hednesford, Cannock, Staffordshire, WS12 4DH

**Property Description:**

A Locally Listed former church premises prominently located fronting Station Road north, of the junction with Green Heath Road and constructed circa 1900 of traditional brick surmounted by a pitched tile clad roof and previously used as a place of worship with ancillary accommodation.

The property occupies a substantial L shaped plot extending to an area of 0.59 acres (0.24 hectares) and includes forecourt carparking along a separate driveway leading to additional car parking area at the rear.

The property forms part of a predominantly residential area with a variety of retail premises and medical centre within the immediate vicinity and Station Road leads directly off Cannock Road and the property is conveniently within approximately ½ mile to the North West of Cannock Town Centre.

Planning

The property may be suitable for a variety of alternative uses or redevelopment and all interested parties should discuss any proposals with Cannock Chase Council prior to bidding.

Accommodation:**Ground Floor**

Front Entrance, Cloak Room, Stairs to Mezzanine Floor, Main Church Hall, Side Entrance Hall, Office, Toilet, Hallway to Meeting Room, Kitchen, Rear Hallway with Two Toilets, Rear Church Hall with Stage, Stairs leading off to Mezzanine Rooms, Dining Room/Staff Room, Kitchen, Disabled Ladies and Gents Toilets.

Outside

Forecourt, tarmacadam carpark, private roadway to additional rear car park.

Gross Internal Areas

Ground Floor: 548.44 sq.ms (5,903 sq.ft),
Mezzanine Floors: 78.73 sq.ms (847 sq.ft),
Total Site Area: 0.59 acres (0.24 hectares).

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.



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LOT 45

Freehold Detached Dwelling House in Private Location with 3 Bedrooms
 *Guide Price: £150,000 - £165,000 (+Fees)

113 Old Birchills, Walsall, West Midlands, WS2 8QD



Property Description:

A substantial detached house of two storey brick construction surmounted by a multi pitched tile clad roof and set within a private plot with surrounding gardens extending substantially to the rear, benefitting from mostly UPVC double glazed windows but requiring modernisation and repair throughout.

The property was originally built in 1938 by the well known boat builder Ernie Thomas in an Art Deco style and provides scope to restore the accommodation to an attractive residential dwelling or alternatively the site may provide various re-development opportunities and all interested parties should make their own enquiries with the local planning department at Walsall Council prior to bidding.

The property is situated in an established area containing a range of residential and commercial properties and the immediate surrounding area is currently undergoing significant residential redevelopment.

The property is located adjacent to the Walsall Canal which may provide various commercial opportunities. Old Birchills leads off Green Lane and the property is located approximately less than 1 mile to the North West of Walsall Town Centre.

Accommodation:

Ground Floor

Vestibule Entrance, Reception Hall with store, Store Room: 1.83m x 1.7m, Front Lounge: 3.88m x 3.60m, Rear Lounge: 4.20m x 3.53m, Breakfast Kitchen: 3.51m x 3.59m.

First Floor

Stairs and Landing, Box Room/Boiler Room: 2.76m x 1.04m, Bedroom One: 3.94m x 3.67m, Bedroom Two: 3.56m x 2.70m,

Bedroom Three: 4.27m x 3.58m, Bathroom: 2.68m x 2.4m (maximum).

Outside:

Gated driveway providing off road parking, partly paved foregarden, lawned side garden, former Garage/Workshop: 5.67m x 2.86m, covered yard area: 3.49m x 1.83m, paved rear yard with outside toilet and large overgrown garden.

Council Tax: C

EPC Rating: E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 46

Freehold Semi-Detached House Requiring Modernisation
*Guide Price: £77,000 - £87,000 (+Fees)

19 Cornwall Way, Ruskington, Sleaford, Lincolnshire NG34 9HW

Property Description:

A two storey house of non-traditional 'Cornish' style construction surmounted by a mansard tile clad roof. The property has a Precast Reinforced Concrete (PRC) certificate issued on 8th December 2023 verifying that the original defects described for this property type are corrected. The property benefits from uPVC double glazing and gas fired central heating, but does require modernisation.

The property is located within a residential estate off Millview Road within the village of Ruskington, conveniently located circa. 0.5 miles from Ruskington High Street, 0.8 miles from Ruskington Train Station, 4.1 miles from Sleaford Town Centre and 15.5 miles from Lincoln City Centre.

Accommodation

Ground Floor

Hallway, Living Room: 4.95m x 2.91m, Kitchen: 4.02m x 2.55m.

First Floor

Stairs and Landing, Bedroom One (Double): 4.95m x 2.91m, Bedroom Two (Double): 3.65m (max) x 3.14m, Bathroom with bath with shower mixer tap, wash basin and W.C.

Outside:

Front Driveway and Rear Garden with brick-built outbuilding: (5.63sq. m)

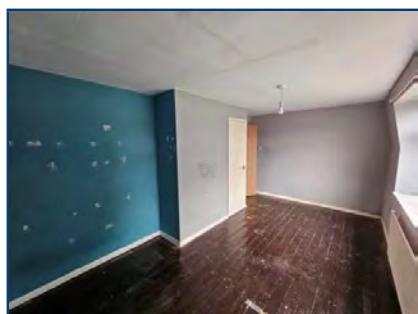
Council Tax Band A

EPC Rating C

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 47

Freehold Vacant Modern Semi-Detached House with Three Bedrooms
*Guide Price: £90,000 - £99,000 (+Fees)

27 Larch Avenue, Handsworth, Birmingham, West Midlands B21 8EZ

Property Description:

A two storey semi-detached house of brick construction surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows, gas fired central heating, three bedrooms and lock up garage located in a separate block. The property forms part of a small modern development located in a cul-de-sac which leads off Oxhill Road (A4040) and is conveniently within approximately 1/2 mile from Soho Road (A41) providing access to a wide range of local retail amenities and services.

with range of units, pantry cupboard, Secured Covered Passageway to side, Lounge: 4.56m x 4.53m, UPVC Conservatory: 3.4m x 1.83m.

First Floor

Stairs and Landing, Bedroom One: 3.66m x 2.66m, Bedroom Two: 4.59m x 2.65m, Bedroom Three: 3.67m x 1.83m, Shower Room: 1.9m x 1.79m with glazed shower enclosure, pedestal wash basin, WC.

Outside:

Front: Lawned foregarden.
Rear: Partly lawned garden. Lock up Garage (No 4) located in an adjacent block.

Council Tax: C

EPC Rating: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233





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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 disappaled or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

G2. Deposit

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

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

G2.2 The deposit:

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

G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if

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

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

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

G3. Between contract and completion

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

- (a) produce to the buyer on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.

G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

G4. Title and identity

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

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

- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.

(b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.

(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

- (i) the application for registration of title made to the land registry;
- (ii) the documents accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.

(e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.

G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.

G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

G5. Transfer

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

- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and

(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.

G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

G10. Interest and apportionments

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

G16.4 The seller and buyer agree:

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

G24. Tenancy renewals

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

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

LEGAL PACKS

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