

# Cottons

CHARTERED SURVEYORS

## AUCTION CATALOGUE

Wednesday **9 July** 2025: 1pm

Our Live Auction will be held at:

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

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

Cottons

ANDREW J BARDEN

COTTONS CHARTERED SURVEYORS  
361 HAGLEY ROAD  
EDGBASTON B17 8DL

Auctions (Bidding Agreements) Act, 1927  
(1927 c. 10)

For the purposes of the Auctions (Bidding Agreements) Act, 1927, the following provisions shall apply to the sale of any property by auction.

1. The provisions of the Auctions (Bidding Agreements) Act, 1927, shall apply to the sale of any property by auction.

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# Important notice to be read by all bidders

## Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## Auctioneers Advice

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

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

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

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

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

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

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

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

13. The successful bidder will be required to pay and Administration Fee of £1,250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £5,000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

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

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

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

## IMPORTANT NOTICE

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

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

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

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

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

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

### ID

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

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

### Third Party Bidding

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

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

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

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

## MISREPRESENTATION ACT

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

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

## DEFINITION

### Definition of Guide Prices

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

### Definition of Reserve Price

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



## A Collective Auction Sale of 41 Lots

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

### Order of sale

LOT	ADDRESS	TENURE
1	102 Edenhurst Road, Longbridge, Birmingham B31 4PL	Leasehold Vacant Residential
2	53 Coleys Lane, Birmingham B31 4AD	Freehold Vacant Residential
3	72 Lily Road, Yardley, Birmingham B26 1TF	Freehold Residential Investment
4	4 Meadow Road, Hurley, Atherstone, Warwickshire CV9 2NP	Freehold Vacant Residential
5	119 Wigorn Road, Smethwick, West Midlands B67 5HF	Freehold Vacant Residential
6	60 Dunsmore Road, Birmingham B28 8EB	Freehold Vacant Residential
7	Apartment 98, Primus Place, 56 Gateway Street, Leicester LE2 7NS	Leasehold Residential Investment
8	1 Adam Court, New Penkridge Road, Cannock, Staffordshire WS11 1HA	Leasehold Vacant Residential
9	393 Stratford Road, Shirley, Solihull, West Midlands B90 3BW	Freehold Commercial Investment
10	243 Tennal Road, Harborne, Birmingham B32 2HH	Freehold Residential Investment
11	30 Tennal Lane, Harborne, Birmingham B32 2BN	Freehold Vacant Residential
12	57 Hollyfield Road, Sutton Coldfield, West Midlands B75 7SE	Freehold Vacant Residential
13	Land Fronting Hillwood Road, Sutton Coldfield, West Midlands B75 5QN	Freehold Grazing Land
14	Building Plot Adj 75 Coleshill Road, Hartshill, Nuneaton, CV10 0NZ	Freehold Building Plot
15	Land At Forge Lane, Stoke-on-trent ST1 5BD	Six Parcels of Freehold Land
16	1 Ellesmere Road, Birmingham B8 1NE	Freehold Vacant Residential
17	50 Bloomfield Street North, Halesowen, West Midlands B63 3RF	Freehold Vacant Residential
18	24 Broad Street, Oldbury, West Midlands B69 4SF	Freehold Vacant Mid-Terraced Property
19	Marquis Court And Cottage Lane, Chase Town, Burntwood WS7 4XD	Freehold Residential Investment
20	Grange Farm, Ashflats Lane, Stafford ST18 9BP	Freehold Vacant Residential
21	62 Farm Road, Oldbury, West Midlands B68 8RD	Freehold Residential Investment
22	57 Blackberry Lane, Halesowen, West Midlands B63 4NY	Freehold Residential Investment
23	1 Orwell Close, Stourbridge, West Midlands DY8 3JS	Freehold Residential Investment
24	Land Adj 10 Dunsdale Crescent, Brierley Hill, West Midlands DY5 2EA	Freehold Land
25	Unit 24b, Waterside, Shirley, Solihull, West Midlands B90 1UD	Leasehold Vacant Retail Unit
26	1267 Warwick Road, Acocks Green, Birmingham B27 6PX	Freehold Vacant Residential
27	Plot 5 Gardens Cottage Rokholt New Penkridge Rd, Cannock, Staffs WS11 1HN	Freehold Vacant Residential
28	Plot 6 Goat Paddock At Rokholt New Penkridge Rd, Cannock, Staffs WS11 1HN	Freehold Building Plot
29	34 C & D Market Street, Tamworth, Staffordshire B79 7LR	Freehold Vacant Investment Opportunity
30	47 Westgate, Wakefield, West Yorkshire WF1 1BW	Leasehold Commercial Investment
31	31 Priory Street, Dudley, West Midlands DY1 1HA	Freehold Commercial Investment
32	6 Ermington Crescent, Hodge Hill, Birmingham B36 8AP	Freehold Commercial Investment & Flat
33	Fgrs 4 Basin Lane, 58& 62 Glascoate Road & 45 Lilac Avenue, Tamwo B77 2AH	Freehold Ground Rents
34	Fgrs 3, 5 & 13 Bittern Walk, Brierley Hill, West Midlands DY5 2PX	Freehold Ground Rents
35	Fgrs 14, 24 & 46 Charterfield Drive, Kingswinford, West Midlands DY6 7RD	Freehold Ground Rents
36	Fgrs 5, 6, 14 & 37 Deanbrook Close, Shirley, Solihull, West Midla B90 4XS	Freehold Ground Rents
37	Fgrs 321, 341 & 347 Flaxley Road, Birmingham B33 9ES	Freehold Ground Rents
38	Fgrs 23 & 31 Green Acres, Birmingham B27 7YG	Freehold Ground Rents
39	Fgr 35 Linthurst Newtown, Blackwell, Bromsgrove, Worcestershire B60 1BS	Freehold Ground Rent
40	Fgrs 20 & 29 Whitestone Road, Halesowen, West Midlands B63 3PU	Freehold Ground Rents
41	Fgrs 5, 30, 45 & 46 Gibbs Hill Road, Birmingham B31 3NY	Freehold Ground Rents

### Auctioneers:

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

### Valuers:

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

### Auction Team:

Richard Longden B.Sc. (Hons.) MRICS,  
Julie Murphy, Sharron Sheldon,  
Tina Thornton, Dawn Prince, Nick Burton, Jamie Sheldon, Keshia Herbert

## IMPORTANT NOTICE

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

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

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

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

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

# Thinking of selling your property?

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

**10 Sept 2025**

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

# Bidding Options

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

## In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

- **Card Payments**

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

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

## Online, Telephone & Proxy Bidding

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

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

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

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

# Live Online Auction Buying Guide

## Introducing Cottons Online Auctions

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

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

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

### REGISTRATION

We offer remote bidding services as follows:

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

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

### ACCEPT TERMS

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

### BIDDING SECURITY

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

### DUE DILIGENCE

#### **Recommended due diligence before bidding**

In general terms, you are strongly advised to view the property and take professional advice as to its condition and suitability. You should also ensure that you thoroughly read and understand all of the documents contained within the legal pack, the auction marketing particulars, the auctioneer's terms and conditions and advice contained within the catalogue and any other associated documentation available online, and take proper legal advice accordingly. You should note in particular, any fees or costs which you will be responsible for if your bid is successful. Finally, in the event your bid is successful, you are the purchaser whereby you have entered into a legal binding contract and by bidding understand the legal importance of the contract you are entering into and the financial commitment that you will be liable for.

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

# Understand The Guide Price And Reserve Price

## GUIDES & RESERVES

### What is a Guide Price?

The Guide Price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The guide price can be adjusted by the seller at any time up to the end of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website.

### What is a Reserve Price?

The Reserve Price is the seller's minimum acceptable price at auction and is the minimum price that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve may change throughout the course of marketing. Whilst the Reserve Price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

## What happens on the day of the auction?

### Addendum

Before you bid it is essential that you check the Addendum on our website detailing any amendments or last minute changes to the catalogue particulars or legal pack contents, that may have been made. These changes will form part of the Contract.

### Start of the Auction

The auction will start promptly at the time stated on our website. The auctioneer will make a number of announcements about the auction procedure before commencing with the sale in numerical lot order.

### Bidding

- The auctioneer will announce each lot and refer to any Addendum comments (last minute changes).
- The current lot being offered will be displayed on the 'watch live' stream on our website, which will also display the last bid taken for the lot being offered.
- All lots will be offered for sale subject to an undisclosed reserve price. The auctioneer will invite a starting bid and once received, will regulate the bidding increments and the property will be 'knocked down' to the highest bidder, assuming that the reserve is met or exceeded.
- Please note that questions will not be taken by the auctioneer once the auction is in progress. If you do have any last minute queries, you should speak to a member of the auction team. Ultimately, our advice is, if you have any doubts, do not bid.

## THE AUCTION DAY

### On the fall of the hammer

When the hammer falls, if you are the highest bidder at or above the reserve price, you will have bought the lot. The properties offered for sale on our Online Auction Platform are sold on immediate, unconditional contracts. This means that the fall of the hammer constitutes an exchange of contracts between the buyer and seller. Both parties are legally bound to complete the transaction – usually within 20 working days following the close of the auction but this will be confirmed within the legal documentation.

The property is usually at your insurable risk from this point. Please ensure that you arrange your building insurance immediately after the sale.

Please Remember: Properties are not sold 'subject to contract', 'subject to finance' or 'subject to survey' when you buy at auction. They are sold unconditionally on the fall of the hammer. If you are the successful bidder, you or the named buyer are legally obliged to complete the sale.

## FALL OF THE HAMMER

## POST AUCTION

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

## DEPOSIT

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



# Proxy, Telephone & Internet Bidding

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

## Type of Bid (Please Tick)

Telephone ☐ Proxy ☐ Internet ☐

## Bidder Information

Name: \_\_\_\_\_

Company Name  
(if applicable) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Number: \_\_\_\_\_

Contact Number:  
For telephone bid  
on auction day \_\_\_\_\_

## Solicitor Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact: \_\_\_\_\_

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

## LOT Details

LOT: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Max Bid  
(Proxy Bid): \_\_\_\_\_

Max Bid  
(Words) \_\_\_\_\_

## Payment Details

Payment Required

**£6,250**

(Six Thousand, Two Hundred & Fifty Pounds)

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Name of Account Holder: \_\_\_\_\_

Account No.         Sort Code:

## Remote Bidding Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Auction Offer sheet

## LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

## Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

## Solicitors Details:

Name:

Postcode:

Company:

Email:

## Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

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

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



## We require properties for our next property auction **10 September 2025**

We require...

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

Closing date for entries:  
**15 August 2025**

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



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

### **AUCTION ADMINISTRATION FEE**

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

### **ADDITIONAL FEES / COSTS / CHARGES**

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

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





# Property Viewings

## Vacant Properties

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

## Investment Properties

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

## Viewing Guidelines

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

# Deposit & Admin Fee

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

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

### Card Payments

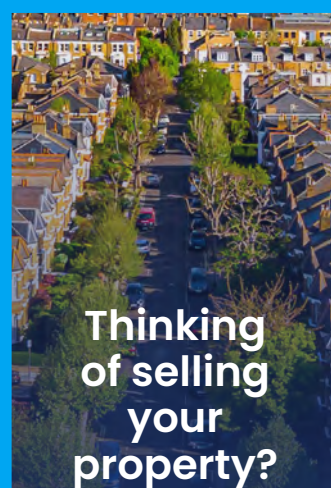
- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

### Online, Telephone & Proxy Bidding Deposits:

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

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



**Thinking  
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your  
property?**

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

**10 Sept  
2025**



**LOT 1**

**Leasehold Vacant Mid-Terraced House with Three Bedrooms**

\*Guide Price: £30,000 - £37,000 (+Fees)

**102 Edenhurst Road, Longbridge, Birmingham, West Midlands B31 4PL**

**Property Description:**

A traditional mid terraced house of two-story brick construction, surmounted by a pitched interlocking tile clad roof, benefitting from UPVC double glazed windows, gas fired central heating and off-road car parking, but requiring complete refurbishment and repair throughout.

Edenhurst Road forms part of an established residential area which leads directly off Groveley Lane (B4096) and via Sunbury Road off Longbridge Lane which provides direct access to the recently developed Longbridge Town Centre and Railway Station, being within less than half a mile.

**Accommodation:**

**Ground Floor:**

Entrance Hall, Front Room: 3.70m x 3.36m,  
Rear Reception Room: 3.37m x 2.83m,  
Kitchen: 2.39m x 1.68m with pantry.

**First Floor:**

Stairs and Landing, Bedroom One: 3.37m x 2.66m, Bedroom Two: 3.37m x 2.68m,  
Bedroom Three: 2.95m x 2.47m  
Bathroom: 2.32m x 1.85m with bath, wash basin and wc

**Outside:**

**Front:** Concrete forecourt providing off road car parking

**Rear:** Shared pedestrian entry access to a good sized garden.

**Leasehold Information:**

The property is subject to a lease for a term of 99 years (less 20 days) from 29th September 1936 at ground rent of £10 per annum.

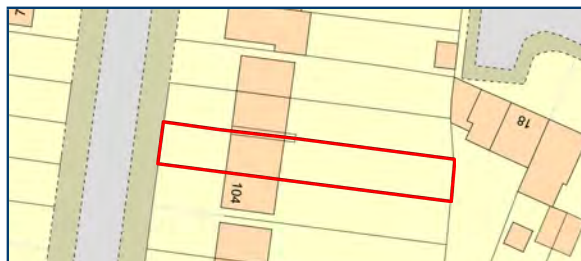
**Council Tax Band:** A

**EPC Rating:** D (66)

**Legal Documents:**

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

**Viewings:** Refer to Viewing Schedule online



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

# 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 2**
**Freehold Vacant Semi-Detached Bungalow**

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

**53 Coleys Lane, Birmingham, West Midlands, B31 4AD**

**Property Description:**

A semi-detached bungalow of non-traditional construction set back from the road behind a walled foregarden and driveway giving access to garage and allowing for secure off road parking. The property benefits from having UPVC double glazed windows, gas fired central heating although does require modernisation and improvement works. Coleys Lane is located off both Mill Lane and Turves Green and the property is within half a miles distance from Northfield Train Station, King Edward VI Northfield School for Girls and Turves Green Primary School and also conveniently situated for both Northfield and Longbridge Shopping Centres.

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

Side Entrance Porch, Entrance Hallway, Bedroom 1 (3.33m x 3.38m), Bedroom 2 (3.25m x 2.52m), Dinning Room/Bedroom 3 (5.03m x 3.50m), Lounge (3.30m x 4.45m), Kitchen (4.86m x 2.46m), Bathroom (2.45m x 2.40m) having wc, wash basin, (the bath has been removed). Rear Room Accessed via Garden (3.55m x 2.73m) having wash basin. Garage (5.85m x 2.71m).

**Outside:**

**Front** Walled foregarden and driveway allowing access to garage and providing off road parking

**Rear** Good sized garden and patio area

**Council Tax Band – B**

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

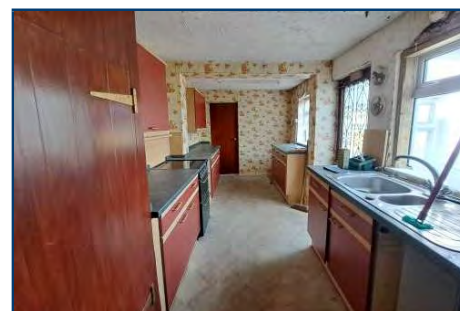
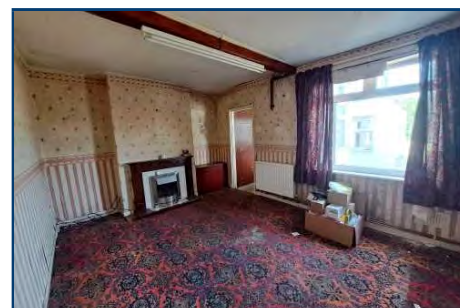
**Legal Documents** – Available at

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

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



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

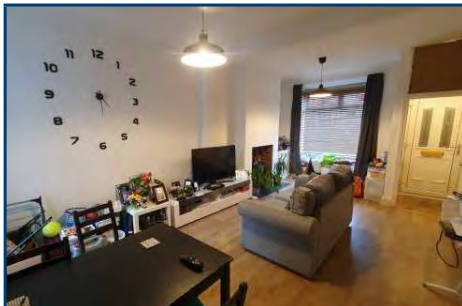


## LOT 3

### Freehold Investment - Modernised Mid Terraced House with Three Bedrooms

\*Guide Price: £160,000 - £169,000 (+Fees)

72 Lily Road, Yardley, Birmingham, West Midlands, B26 1TF



#### Property Description:

A presentable and much improved traditional mid-terraced house of two storey brick construction, surmounted by a pitched tile clad roof, having been fully refurbished in 2021 and benefitting from UPVC double glazed windows and external doors, gas fired central heating, new kitchen and bathroom fittings and providing well laid out accommodation which includes three bedrooms.

Lily Road forms part of a popular and established residential area and is situated directly between Harvey Road and Coventry Road (A45), the latter providing direct access to Birmingham City Centre, the M42 motorway (Junction 6), Birmingham Airport and NEC along with a variety of retail services and amenities.

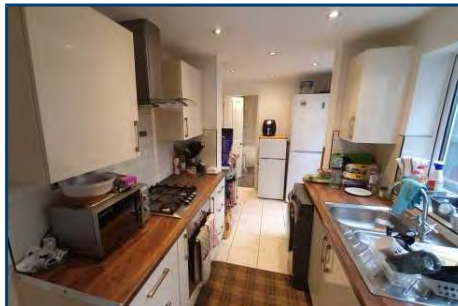
#### Tenancy Information

The property is currently let on an Assured Shorthold Tenancy at a rental of £925 per calendar month (£11,100 per annum). The current tenant has occupied the property since 2022 maintaining it in excellent condition and has indicated that they would like to remain for the foreseeable future.

#### Accommodation:

##### Ground Floor:

Entrance Hall, Through Lounge/Dining Room: 6.69m x 3.68m, Inner Hall with store, Kitchen: 5.00m x 2.01m with an extensive range of modern units,



Bathroom: 2.57m x 2.02m with panel bath having shower over, pedestal wash basin and wc.

#### First Floor:

Stairs and Landing, Bedroom One: 3.69m x 3.11m, Bedroom Two: 3.43m x 2.79m, Bedroom Three: 2.77m x 2.10m

#### Outside:

**Front:** Walled forecourt

**Rear:** Pedestrian entry access leading to patio, lawned garden and vegetable plot.

**Council Tax Band:** B

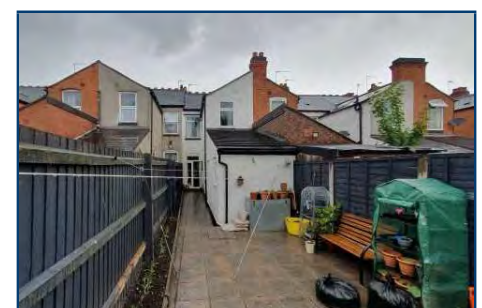
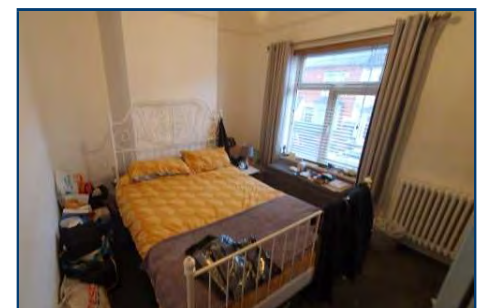
**EPC Rating:** D



#### Legal Documents:

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

**Viewings:** Refer to Viewing Schedule online





## LOT 4

### Freehold Vacant Semi-Detached House Requiring Refurbishment

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

#### 4 Meadow Road, Hurley, Atherstone, Warwickshire CV9 2NP

##### Property Description:

A semi-detached house of non-traditional 'Wates' construction, surmounted by a pitched tile clad roof, set back from the road behind a fore garden which provides scope for off-road car parking and backing onto open countryside. The property provides well laid out accommodation, benefitting from three bedrooms and requires complete refurbishment and repair throughout.

Meadow Road forms part of an established residential estate and is located off Coronation Road and via Queensway off Knowle Hill. Hurley is conveniently located 5 miles to the South-West of Atherstone and within a similar distance from the M42 Motorway (Junction 9) providing access to the Midlands Motorway Network.

##### Accommodation:

###### Ground Floor:

Entrance Hall, Lounge: 3.91m x 2.91m, Dining Room: 3.91m x 2.56m, Kitchen: 2.55m x 2.3m with pantry, Side Entrance Hall.

###### First Floor

Stairs And Landing, Bedroom One: 3.50m x 3.14m, Bedroom Two: 3.76m x 2.50m, Bedroom Three: 3.09m x 2.08m (max), Bathroom: 1.67m x 1.65m with bath, wash basin, Separate Toilet with wc

##### Outside:

**Front:** Foregarden with pedestrian side access to rear

**Rear:** Generous size garden

**Council Tax Band: A**

**EPC Rating: E (46)**

##### Legal Documents:

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

**Viewings:** Refer to Viewing Schedule online



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



## LOT 5

### Freehold Spacious End-Terraced House with Vacant Possession

\*Guide Price: £185,000 - £190,000 (+Fees)

#### 119 Wigorn Road, Bearwood, Smethwick, West Midlands B67 5HF

##### Property Description:

A spacious traditional end-terraced house of three storey brick construction surmounted by a pitched tile clad roof situated behind a fore court and benefitting from three double bedrooms, part uPVC double glazed windows, gas fired central heating, and a recently re-fitted ground floor shower room, but requiring modernisation.

Wigorn Road forms part of an established and well-regarded residential area and is conveniently situated approximately 350 metres from Bearwood Road Shopping Centre (A4030), with a range of shops and amenities, 1.4 miles south of Smethwick Rolfe Street Train Station, 3 miles west of Birmingham City Centre and 2 miles east of Junction 2 of the M5.

##### Accommodation:

###### Ground Floor

Hallway, Front Reception Room: 3.18m (excluding bay) x 3.05m, Rear Reception Room: 4.03m x 4.18m, Kitchen 4.01m x 2.12m, Shower Room with shower cubicle, hand wash basin and WC.

###### First Floor

Stairs and Landing, Bedroom One: 4.64m x 3.21m, Bedroom Two 3.69m x 3.46m,

Bathroom with bath, wash basin and WC: 4.08m x 2.12m.

##### Second Floor

Stairs and Landing, Bedroom Three: 4.53m x 3.00m (with restrictive head height), Loft Storage Area.

##### Outside

Front – Fore Court

Rear – Garden

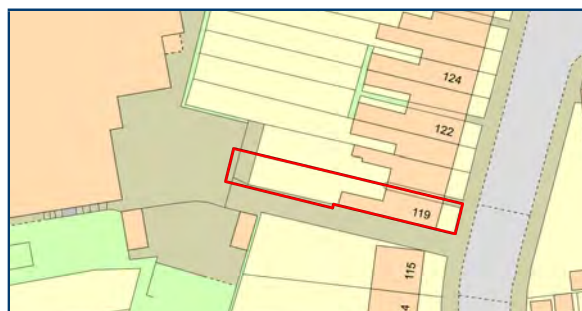
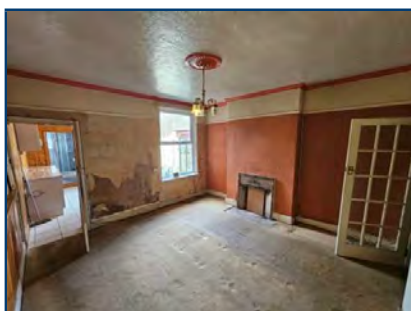
**Council Tax Band: B**

**EPC Rating: G**

##### Legal Documents:

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

**Viewings:** Refer to Viewing Schedule Online





## LOT 6

### Freehold Vacant Three Bedroom House

\*Guide Price: £185,000 - £195,000 (+Fees)

#### 60 Dunsmore Road, Hall Green, Birmingham, West Midlands B28 8EB

##### Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property does require modernisation and improvement throughout. Dunsmore Road is located in a popular residential area and is located off both Sarehole Road and Stratford Road (A34)

##### Accommodation:

##### Ground Floor

Entrance Porch, Entrance Hallway, Front Reception Room: (4.98x2.85m), Rear Reception Room: (4.50x3.05m), Kitchen:(3.04x1.88m) with no fitments, Store and Stairs,

##### First Floor

Bedroom 1: (3.71 x 2.85m), Bedroom 2: (4.05 x 3.06m), Bedroom 3: (2.81 x 2.07m), Shower Room having shower cubicle, wash basin and WC: (3.04 x 1.88m)

##### Outside:

**Front:** Walled foregarden

**Rear:** Lawned garden with brick built store

##### Council Tax Band – B

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

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

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



## LOT 7

### Leasehold Investment (Student Accommodation Flat).

\*Guide Price: £58,000 - £64,000 (+Fees)

#### Flat 98 Primus Place, 56 Gateway Street, Leicester, Leicestershire LE2 7NS

##### Property Description:

A well presented, self contained fourth floor student accommodation flat within the purpose built popular Primus Place building located in the Leicester City Centre. The flat benefits from having central heating, double glazing, modern kitchen and shower room facilities. Primus place provides communal facilities, concierge service and laundry, situated within walking distance of DeMontfort University and Leicester Royal Hospital. The Flat is only available to let to students and care workers.

##### Tenancy Details:

Let on an Assured Shorthold Tenancy Agreement From 14/09/24 - 05/09/2025 at a rental of £9,945 per annum.  
Let Agreed for the next student year From 13/09/25 - 04/09/2026 at a rental of £11,424 per annum.

##### Leasehold Information:

**Term:** 250 Years from 4th September 2015

**Rent:** Refer to legal pack

**Service Charge:** Refer to legal pack

##### Accommodation:

##### Ground Floor:

Communal entrance with secure door entry system, reception area with concierge service, stairs and lifts

##### Fourth Floor:

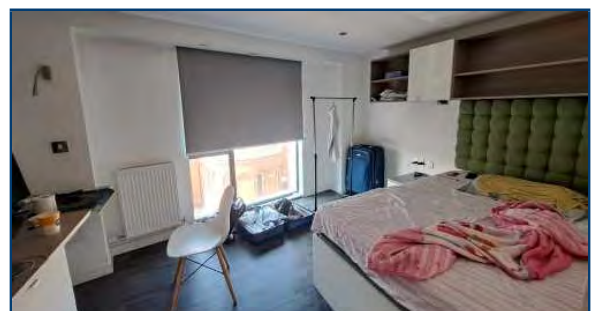
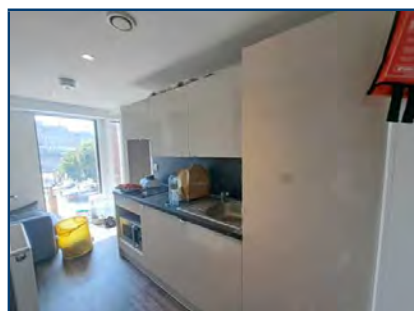
Kitchen/Dining Area (4.46m x 2.27m), Bedroom/Lounge Area (4.01m x 2.86m), Shower Room (1.11m x 2.18m) having shower cubicle wash basin and WC.

##### Council Tax Band – A

**EPC Rating** – D

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

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





**LOT 8**
**Leasehold Vacant Two Bedroom Ground Floor Apartment**

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

**Flat 1 Adam Court, New Penkridge Road, Cannock, Staffordshire WS11 1HA**
**Property Description:**

A two bedroom purpose built ground floor apartment on the sought after New Penkridge Road providing well laid out accommodation ideally suited to a first time buyer or investor. The property benefits from uPVC double glazed windows, gas fired central heating and off road car parking.

The property is located in a most sought after and desirable residential area, located half a mile to the west of Cannock Town Centre providing access to a wide range of retail amenities along with Cannock railway station which provides access to Birmingham.

Cannock provides a good range of educational, retail and transport facilities and the M6, M6 Toll and M54 motorways are within easy travelling distance and the plot is a few minutes walk from the Shoal Hill common district of Cannock Chase, which is an area designated of being of outstanding natural beauty.

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

Hallway: with security door entry system, Lounge: 5.6m x 3.68m. Kitchen: 2.87m x 2.54m, fitted with a range of units, Bedroom One: 3.84m x 2.84m, Bedroom Two: 2.84m x 2.26m, Bathroom: 1.78m x 2.06m, having bath with shower over, pedestal wash hand basin, WC.

**Outside**

Surrounding gardens and communal car parking

**Lease Information:**

Term: 125 years from 25 March 1989 (89 years unexpired).

Ground Rent: £10 per annum

Service Charge : Refer to Legal Pack.

**Council Tax Band: B**
**EPC Rating: Commissioned**

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

**Viewings:**

27th June – 11:00am to 11:45am

30th June - 11:00am to 11:45am

4th July - 11:00am to 11:45am


**Boot & Son**  
 Chartered Surveyors Est. 1919

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


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

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

Service Provided By The Essential Information Group Ltd  
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## LOT 9

### Freehold Commercial Investment Property

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

#### By Instruction of the Joint Fixed Charge Receivers

**393 Stratford Road, Shirley, Solihull, West Midlands B90 3BW**

##### Property Description:

A two storey freehold premises of brick construction surmounted by a pitched tile clad roof comprising of a Licensed Indian restaurant trading as Shirley Spice to the ground floor.

The first floor is currently being used as ancillary accommodation and accessed by Stairs to the rear of the property and may have potential for residential development subject to statutory consents. The property is situated on the Stratford Road and forms part of the busy and well regarded Shirley Shopping Centre which contains a wide range of retail amenities and services serving the surrounding predominantly residential catchment area.

##### Tenancy Information

The whole property is let to Shirley Spice who have been in occupation for in excess of 20 years the tenant is currently holding over at a current rental of £21,200 per annum.

##### Accommodation:

**Ground Floor** Restaurant area: 88 sq.mtrs (947 sq.ft), Kitchen: 19.7 sq.mtrs (212 sq.ft), Public male and female toilets.

**First Floor** Three rooms and toilet 45.5 sq.mtrs (489 sq.ft)

**Outside:** Open yard area accessed by way of a shared vehicular driveway

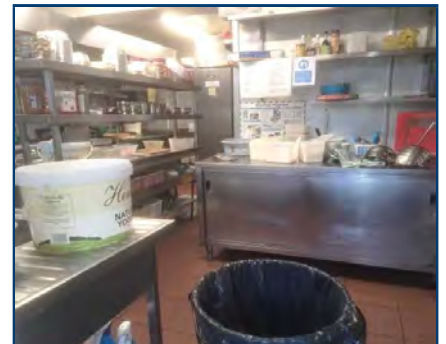
**EPC Rating** – Commissioned on 21st March 2025

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

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



Rear Access to First Floor



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**LOT 10**
**Freehold Investment Three Bedroom Mid-Terraced House**  
 \*Guide Price: £175,000 - £195,000 (+Fees)

**243 Tennal Road, Harborne, Birmingham, West Midlands B32 2HH**
**Property Description:**

A three bedroom mid-terraced property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Tennal Road between the junctions of Court Oak Road and Tennal Lane and the property is within approximately a mile and a half from Harborne High Street which provides a wide range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £850 pcm (£10,200 pa).

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

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

Entrance Hallway, Lounge: (4.61x3.63m), Dining Room: (4.43x3.71m), Kitchen: (2.70x1.79m + 1.49x0.76m), Stairs

**First Floor**

Bedroom 1: (3.97x2.85m), Bedroom 2: (3.34x2.26m), Bedroom 3: (3.98x2.87m), Bathroom having panelled bath with shower over, wash basin and WC: (2.03x2.24m)

**Outside:**

**Front:** Lawned foregarden

**Rear:** Lawned garden

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

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


**LOT 11**
**Freehold Vacant Three Bedroom End Terraced House**  
 \*Guide Price: £200,000 - £220,000 (+Fees)

**30 Tennal Lane, Harborne, Birmingham, West Midlands B32 2BN**
**Property Description:**

A three bedroom end terraced property of brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating and conservatory. The property is located on Tennal Lane between the junctions of both Tennal Road and Court Oak Road and the property is within approximately a mile and a half from Harborne High Street which provides a wide range of shops and amenities.

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

Entrance Porch, Entrance Hallway, Lounge: (3.25x4.27m), Dining Room: (4.84x3.26m),

Kitchen: (4.33x2.22m), Conservatory: (2.67x2.74m), and Bathroom: (1.91x1.82m) having panelled bath with shower over, wash basin and WC, Stairs,

**First Floor**

Bedroom 1: (5.24x3.83m), Bedroom 2: (4.12x2.81m), Bedroom 3: (3.21x2.35m)

**Outside:**

**Front:** Block paved foregarden allowing for off road parking

**Rear:** Garden

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

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

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





## LOT 12 Freehold Vacant Four Bedroom Detached Bungalow with Development Potential

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

57 Hollyfield Road, Sutton Coldfield, West Midlands, B75 7SE



### Property Description:

A detached Dormer Bungalow of brick construction with hipped tile clad roof, occupying a rectangular shaped plot extending to approximately 0.14 acres (559 sq m) and currently providing four bedrooms, but having scope to substantially redevelop to increase living and bedroom accommodation similar to adjacent properties (subject to planning consent).

The property is set well back from the road behind a large paved forecourt providing ample off-road car parking and benefits from gas fired central heating, UPVC double glazed windows, garage and an established and well-maintained rear garden.

Hollyfield Road (B4148) forms part of a highly regarded residential area and is located between the junctions of Rectory Road and Reddicap Heath Road, conveniently within approximately 1 mile to the east of Sutton Coldfield Town Centre and 1½ miles from Sutton Park.

### Planning:

The property provides scope for redevelopment of the existing accommodation, including vertical extension and all interested parties should consult with Birmingham City Council Planning Department regarding any proposals prior to bidding.

### Accommodation:

#### Ground Floor:

Covered Entrance, Reception Hall, Lobby to Cloak Room with wc and wash basin, Lounge: 4.86m x 4.84m, Kitchen: 3.6m x 3.10m with range of fitted units having some integrated appliances, Rear Entrance Hall, Utility Room: 1.8m x 1.55m (min), Bedroom One/Dining Room: 3.65m x 3.64m, Bedroom Two: 3.66m x 3.64m,

Bath/Shower Room: 2.41m x 1.8m with glazed shower, panel bath, pedestal wash basin.

### First Floor:

Stairs and Landing, Bedroom Three: 3.71 x 3.47m (max) with vanity wash basin, Bedroom Four: 3.45m x 2.65m, Shower Room: 1.67m x 1.64m with glazed shower enclosure, vanity wash basin and wc.

### Outside:

**Front:** Paved forecourt providing multiple off-road car parking and surrounding gardens. Garage: 5.53m x 2.77m

**Rear:** Pedestrian side access, paved yard and patio with a mature enclosed garden.

### Council Tax Band: F

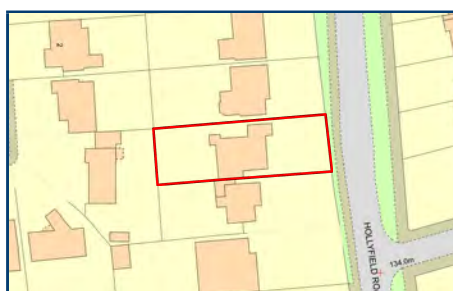
**EPC Rating:** D (60)

### Legal Documents:

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

### Viewings:

Refer to Viewing Schedule online



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





**LOT 13**
**Freehold Grazing Land in Sought After Residential Area**

\*Guide Price: £50,000 - £60,000 (+Fees)

**Land Fronting, Hillwood Road, Four Oaks, Sutton Coldfield, West Midlands B75 5QN**
**Property Description:**

A parcel of Freehold grazing land, rectangular in shape, extending to an area of approximately 0.67 acres (2,711 sq m). The land is situated directly fronting Hillwood Road, accessed by a vehicular gateway and located approximately 3 miles to the north of Sutton Coldfield Town Centre, less than half a mile from Mere Green Centre and situated on the northern edge of Sutton Coldfield, adjacent to various residential dwellings and within close proximity to open countryside.

**Planning:**

The property is duly established as grazing land and may provide potential for future development or alternative use and all interested parties should discuss any proposals with the local planning department at Birmingham City Council.

Note: The land will be subject to an overage clause of 25% for a period of 25 years following completion.

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

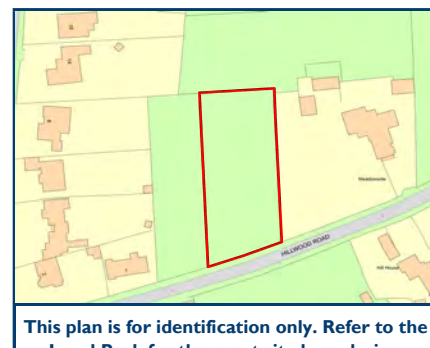
The Land is held on two separate titles and will be sold on a combined contract.

**Viewings:** External only

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



Gated Entrance off Hillwood Road



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

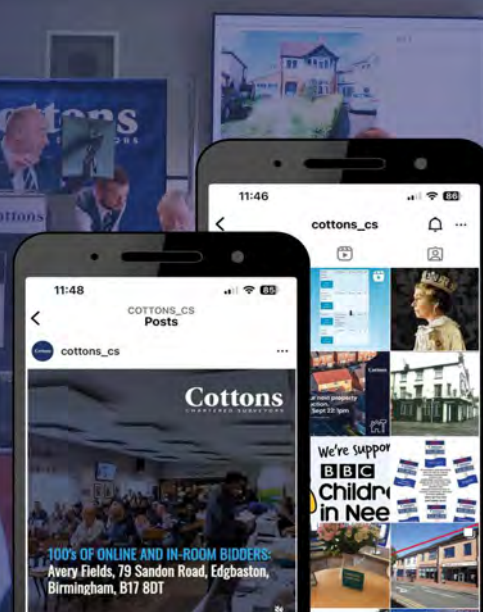
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## LOT 14

### Freehold Building Plot with Consent for New Dwelling with Parking \*Guide Price: £70,000 - £75,000 (+Fees)

#### Building Plot Adj 75 Colehill Road, Hartshill, Nuneaton, Warwickshire CV10 0NZ

##### Property Description:

A residential building plot prominently located to the corner of Colehill Road and School Hill, rectangular in shape and extending to a site area of 161.7 sq.m. and forming part of the traditional and established residential area of Hartshill. Colehill Road contains a variety of retail shops and amenities serving the local surrounding community and the property is located approximately three miles to the north-east of Nuneaton Town Centre and is within less than one mile of open countryside, which includes Hartshill Hayes Country Park providing valuable amenity.

##### Planning:

Planning was granted by North Warwickshire Borough Council dated 11th February 2014 (reference PAP/2013/0488) for erection of a new dwelling (cottage style) and extension to the existing dropped kerb. Planning consent was activated following excavation of footings and was signed off by the building inspector and approval documents are available within the legal pack. The plans approved with the consent, detail a proposed dwelling benefiting from the following accommodation:

##### Proposed Accommodation

###### Ground Floor:

Reception Hall, Cloak Room with wc, Lounge, Dining Kitchen

###### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom

###### Outside:

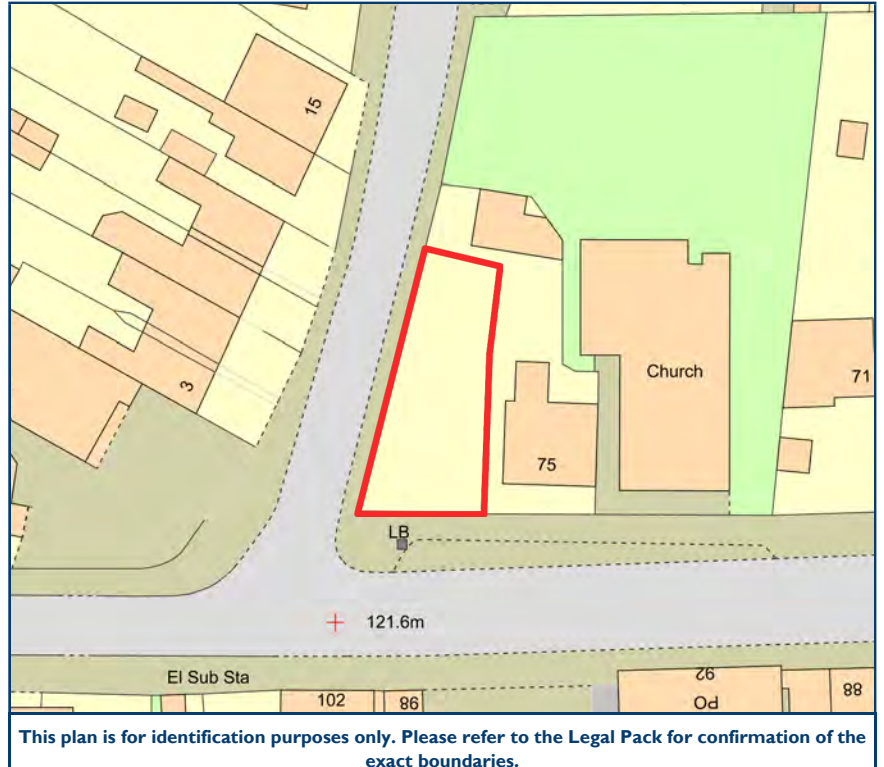
Gardens to front, side and rear, car parking and turning area accessed from School Hill

A copy of the planning consent is available for inspection on both the Auctioneers and North Warwickshire Borough Council websites and all interested parties should discuss the current planning status with the local planning department prior to bidding.

##### Legal Documents:

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

##### Viewings: External Only



## 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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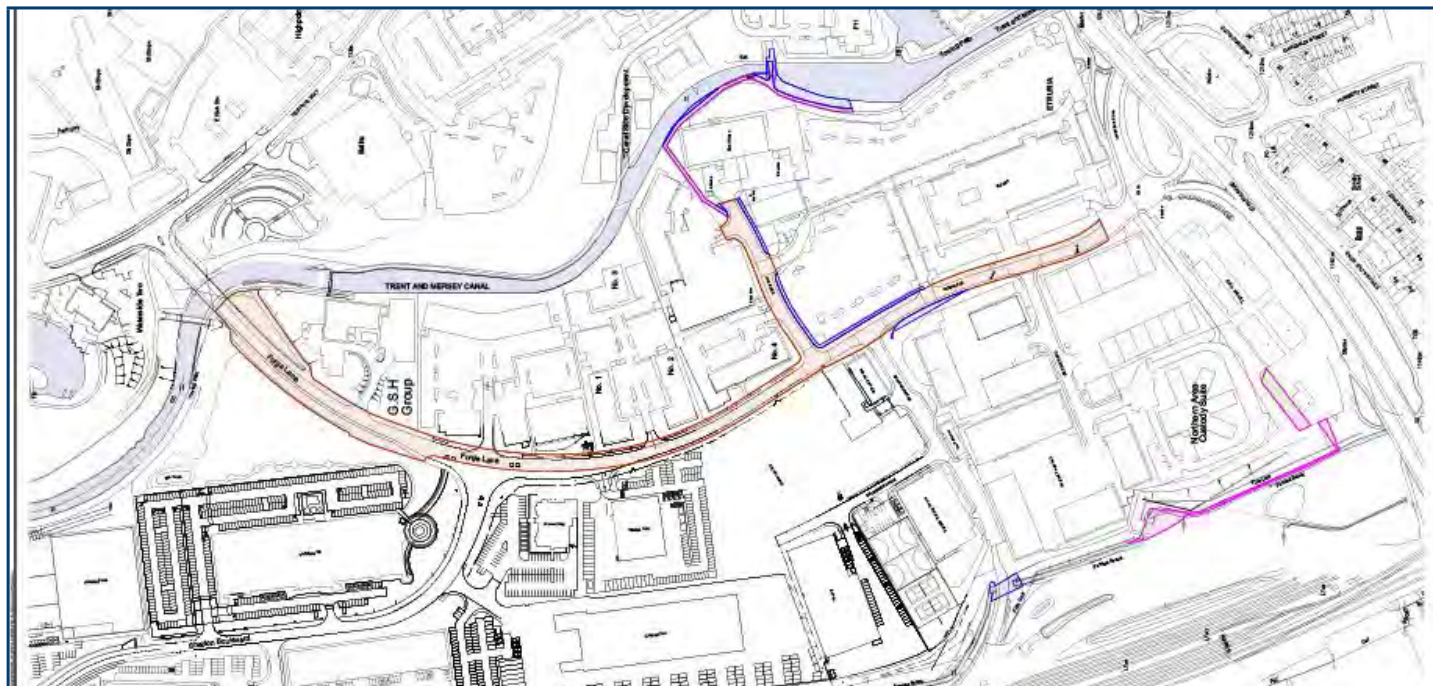


## LOT 15

**Six Parcels of Freehold Land, adopted highways and a public bridge.**  
 \*Guide Price: £500 - £1,000 (inclusive of VAT/Admin Fee/Costs & Charges)

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

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



### Property Description:

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

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

Parcel A – A section of yard area to the rear of trading premises known as S Keeling Timber and Co Ltd, located off Forge Lane. Please note a letter has been received from solicitors acting for S. Keeling Timber & Co, dated 21 October 2024, claiming ownership of this land parcel through Adverse Possession. Correspondence is available within the legal documents.

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

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

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

Parcel E – A footpath leading from the Eastern section of Media Way extending along the west of the Trent and Mersey Canal and including a verge area and public footbridge linking to Marina Way.

Parcel F - A parcel of land adjacent to Morrisons Superstore overlooking the traffic roundabout at the junction of Pavillion Drive and Greyhound Way

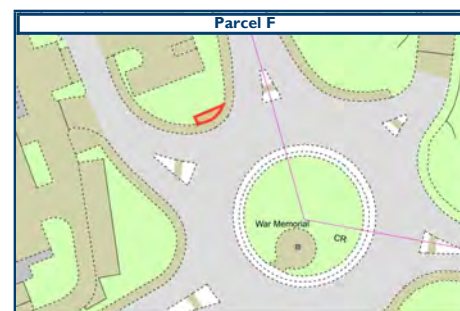
### Notes:

1. All interested parties should refer to the legal documents, in particular the Land Registry Title documents and plans for confirmation of the size and extent of the land along with any third party rights of way.
2. The Postcode is for Identification only.
3. The purchase price includes all fees/costs/charges/auction admin fee & VAT in connection with the sale.

### Legal Documents

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

**Viewings External Only.**





## LOT 16

### Freehold Vacant Three Bedroom End Terraced Property \*Guide Price: £175,000 - £190,000 (+Fees)

#### 1 Ellesmere Road, Birmingham, West Midlands B8 1NE

##### Property Description:

A three bedroom end-terraced property of brick construction surmounted by a tiled roof set back from the road behind walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating, three reception rooms and three double bedrooms and family bathroom to the first floor. The property further benefits from having additional land situated to the rear of 3 Ellesmere Road. The property is situated on Ellesmere Road close to the junction with Alum Rock Road which in turn provides a wide range of shops and amenities.

##### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge: (4.47x3.53m), Rear Reception Room: (4.08x3.03m), Dining Room: (3.64x2.78m), Kitchen: (1.77x2.80m), Inner Lobby: (1.49x1.36m), WC: (1.50x1.27m), Stairs

##### First Floor

Landing, Bedroom 1: (3.70x4.80m), Bedroom 2: (4.08x2.98m), Bedroom 3: (3.45x2.80m), Family Bathroom: (2.07x1.77m) having panelled bath, wash basin and WC

##### Outside:

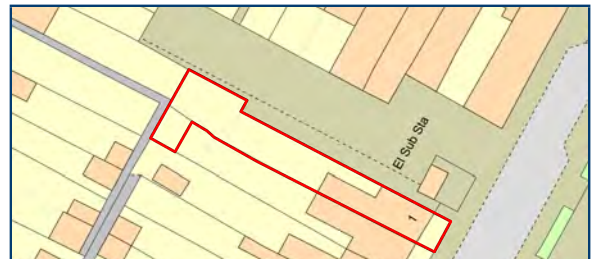
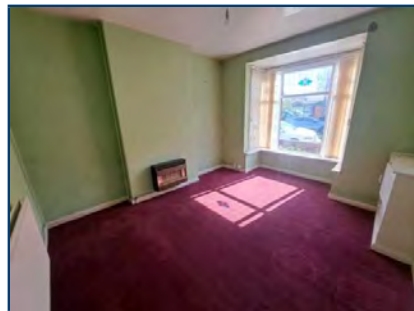
**Front:** Small walled foregarden  
**Rear and Side:** Garden area extending to the rear of 3 Ellesmere Road

##### Council Tax Band – B

##### EPC Rating – C

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

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



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

## LOT 17

### Freehold Vacant Mid-Terraced House \*Guide Price: £135,000 - £145,000 (+Fees)

#### 50 Bloomfield Street North, Halesowen, West Midlands B63 3RF

##### Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Bloomfield Street North is located off Attwood Street and the property is within approximately 3/4 of a mile distance from Halesowen Town Centre providing a wide range of shops and amenities.

##### Accommodation:

##### Ground Floor

Through Lounge: (7.63x3.06m), Kitchen: (4.59x3.35m), Stairs,

##### First Floor

Bedroom 1: (3.08x3.06m), Bedroom 2: (3.07x3.06m), Bathroom having panelled bath with shower over, wash basin and WC: (2.14x1.85m)

##### Outside:

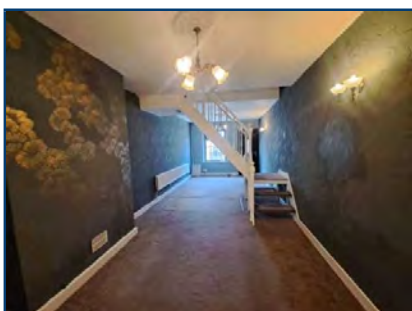
**Rear:** Patio area and lawned garden

##### Council Tax Band – A

##### EPC Rating – D

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

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



**LOT 18**
**Freehold Vacant Mid Terraced Property with Vehicular Access**

\*Guide Price: £220,000 - £240,000 (+Fees)

**24 Broad Street, Oldbury, West Midlands, B69 4SF**

**Property Description:**

A freehold vacant building of part rendered brick construction directly fronting the pavement. The property is arranged as a ground floor retail unit benefitting from vehicular roller shutter access and extending to approximately 2,200 sq.ft along with 2 x two bedroom flats to the first floor accessed via a separate entrance to the front elevation. The ground floor retail unit has previously been used as a printers however may be suitable for a variety of uses. The first floor has been partly converted to provide 2 x two bedroom flats. Flat 1 is offered in presentable condition including new kitchen and shower room fitments, new carpets, plastering works and redecoration throughout. Flat 2 is partly converted and requires further completion works. The property is located on Broad Street which in turn is found off Old Park Lane and Langley High Street which provides a range of local shops and amenities.

We are unable to confirm that the property has planning for the conversion of the first floor to residential usage and all interested parties must satisfy themselves in full with any enquires they have with Sandwell Council prior to bidding.

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

Retail Unit extending to approximately 207 sq.mtrs (2,234 sq.ft) having reception area, office, inner hallway, rear retail area, side retail area with separate roller shutter access, male and female WC's, kitchen and store

**First Floor**

Accessed via a separate entrance

**Flat 1 - Front**

Entrance Hallway, Bedroom 1 (5.08x2.58m), Bedroom 2: (4.15x2.25m), Lounge/Kitchen: (5.08x3.65m), Shower Room having shower cubicle, wash basin and WC: (2.74x1.67m)

**Flat 2 - Rear**

Entrance Hallway, Shower Room: (1.97x2.38m) (no fitments), Bedroom (3.27x2.35m), Kitchen/Lounge: (7.01x5.50m) (no fitments), Bedroom 2: (3.68x4.84m) (no natural light).

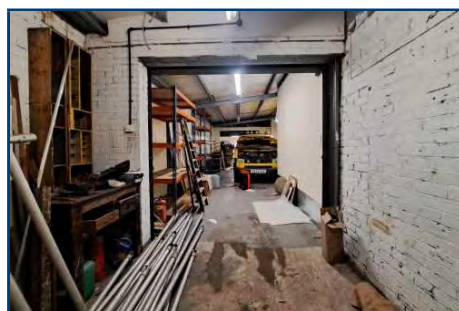
**EPC Rating** – Commissioned (Refer to Legal Pack)

**Council Tax:** No Record found, please enquire with Sandwell Council.

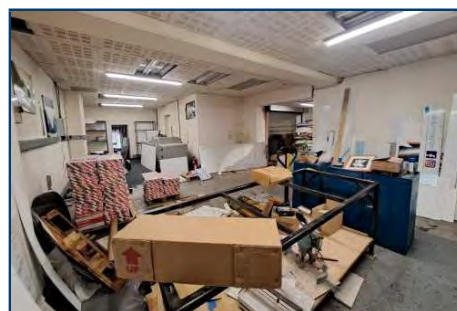
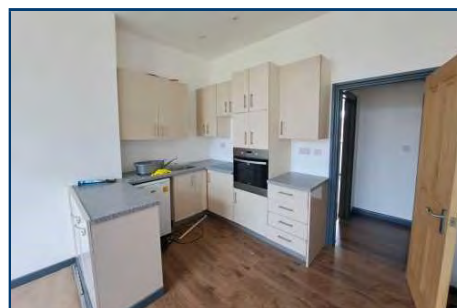
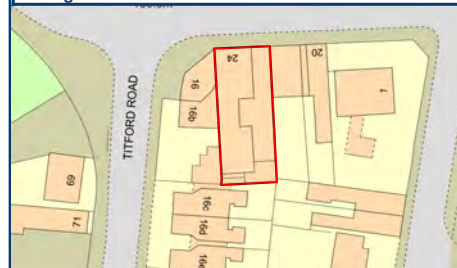
**Legal Documents** – Available at

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

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



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





## LOT 19

### 19 Apartments & Communal Areas, Marquis Court, High Street & Cottage Lane, Burntwood, Staffordshire, WS7 4XZ & WS7 4XD



#### Property Description:

A freehold residential investment opportunity comprising a modern development of two unbroken blocks of apartments of part two storey and part three storey construction containing a total of 19 units with a residents car parking area located at the rear which is accessed from Cottage Lane.

The apartments provide well laid out accommodation benefitting from predominantly double glazed windows and electric heating and have provided a reliable investment and demand for rented accommodation within the area is has remained strong.

The development has frontage to both High Street and Cottage Lane and forms part of a predominantly residential area with some retail and commercial properties interspersed.

The property is located in Chase Town a village in the town of Burntwood in the Lichfield district of Staffordshire approximately 8.5 miles south east of Rugeley, 4.5 miles west of Lichfield and 15.2 miles north of Birmingham and is popular with commuters due to its close proximity to the City of Lichfield together with Trent Valley Railway Station offering regular train services to Birmingham and London.

#### Tenancy Information & Accommodation

All apartments are let on Assured Shorthold Tenancies and upon expiry continuing on Statutory Periodic Tenancies. All rents were recently reviewed effective from April 2025. Prospective purchasers should refer to the Schedule of Tenancies and Accommodation for full details of each apartment.

**Note:** Rents quoted for 54b, 54c, 58a and 58b Cottage Lane include a contribution towards utilities of £80 pcm, £60pcm, £75 pcm and £55 pcm respectively.

**Total Current Rental Income £139,508 per annum**

**Council Tax Band** – All Apartments are Band A

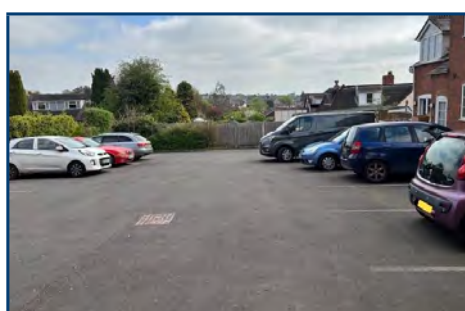
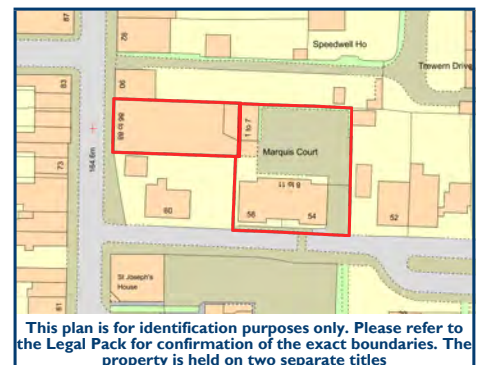
**EPC Rating** – All Apartments are rated C or D (see schedule on the auctioneers website).

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

**Title Numbers:** The property is held on 2 Land Registry Titles: SF451088 & SF475100

**Completion Date:** 56 Days from Exchange of Contracts

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





**Freehold Residential Investment - 19 Apartments & Car Parking - Rental Income £139,508 pa**  
 \*Guide Price: £1,375,000 - £1,425,000 (+Fees)

**SCHEDULE OF TENANCIES AND ACCOMMODATION**

Address	Tenancy Start Date	Monthly Rent	Accommodation	Floor Area (GIA)
1 Marquis Court	AST dated 27.02.2025	£666.00	2 bedrooms	44.5m <sup>2</sup>
2 Marquis Court	AST dated 22.06.2021	£545.00	2 bedrooms	33.35m <sup>2</sup>
3 Marquis Court	AST dated 26.04.2016	£642.00	2 bedrooms	34.25m <sup>2</sup>
4 Marquis Court	AST dated 10.06.2016	£659.00	2 bedrooms	43.75m <sup>2</sup>
5 Marquis Court	AST dated 25.05.2016	£702.00	2 bedrooms	45m <sup>2</sup>
6 Marquis Court	AST dated 28.02.2020	£605.00	2 bedrooms	45m <sup>2</sup>
7 Marquis Court	AST dated 30.07.2021	£594.00	2 bedrooms	52.5m <sup>2</sup>
8 Marquis Court	AST dated 09.05.2016	£618.00	2 bedrooms	39m
9 Marquis Court	AST dated 01.07.2019	£630.00	2 bedrooms	54m <sup>2</sup>
10 Marquis Court	AST dated 09.04.2016	£622.00	2 bedrooms	44.5m <sup>2</sup>
11 Marquis Court	AST dated 04.10.2021	£666.00	2 bedrooms	39m <sup>2</sup>
54a Cottage Lane	AST dated 01.06.2022	£594.00	2 bedrooms	39m <sup>2</sup>
54b Cottage Lane	AST dated 28.11.2019	£595.00	1 bedrooms	39m <sup>2</sup>
54c Cottage Lane	AST dated 23.05.2022	£467.00	Studio	23.3m <sup>2</sup>
56 Cottage Lane	AST dated 01.10.2019	£634.70	2 bedrooms	39m <sup>2</sup>
58a Cottage Lane	AST dated 02.03.2019	£654.50	1 bedroom	39m <sup>2</sup>
58b Cottage Lane	AST dated 12.11.2022	£478.50	1 bedroom	33.5m <sup>2</sup>
86 High Street	AST dated 30.07.2022	£635.00	2 bedrooms	45m <sup>2</sup>
88 High Street	AST dated 24.08.2021	£618.00	2 bedrooms	50.5m <sup>2</sup>

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



## LOT 20

### Grange Farm, Ashflats Lane, Stafford, Staffordshire ST18 9BP



#### Property Description:

A detached farmhouse of brick construction surmounted by a pitched tile clad roof, accessed by a private driveway off Ashflats Lane and benefiting from oil fired central heating, mostly double glazed windows and offering extensive accommodation arranged over two floors which includes 7 bedrooms. Outside there is a range of outbuildings constructed of either traditional brick and tile or timber/steel framed with corrugated roofs. The site extends to a total area of 1.48 acres or thereabouts and includes ample off road parking, yard, garden land and small orchard.

The farmhouse occupies a rural location on the western side of Ashflats Lane, conveniently located, approximately 3 miles south of the County town of Stafford, 15 miles north of Wolverhampton via the A449 and 3 miles from Junction 13 of the M6.

#### Accommodation:

##### Ground Floor

Combined Lounge and Dining Room: 4.2m x 3.6m and 2.9m x 2.07m with wood burner, Kitchen/Dining/Sitting Room: 5.0m x 3.9m and 5.7m x 5.2m being well fitted with a range of base cupboards, wall cupboards and work surfaces, Laundry Room: 2.6m x 2.1m, Shower Room: 0.9m x 2.5m with shower, WC and wash hand basin, Rear Hall, Sitting Room: 3.8m x 3.6m, Inner Lobby, Bedroom One: 3.5m x 2.4m, Bedroom Two: 2.8m x 4.05m with fitted wardrobes and Ensuite with WC and wash hand basin.

##### First Floor

Landing, Bedroom Three: 3.2m x 3.6m, Bedroom Four: 2.98m x 3.6m, Bedroom Five: 2.7m x 3.1m,

Family Bathroom: 1.84m x 3.87m having bath, shower cubicle, WC and wash hand basin, Bedroom Six: 3.66m x 2.33m, Bedroom Seven: 2.8m x 2.6m and 2.4m x 4.0m with Ensuite Shower Room.

#### Outside:

A long driveway, ample off road parking, garden land and small orchard and rear enclosed amenity area.

**Building One:** Two storey traditional building of brick and tile construction (former cow shed): 5.1m x 5.55m plus 5.2m x 5.6m.

**Building Two:** Single storey brick and tile building: 5.5m x 4.1m.

**Building Three:** Covered yard and open bay storage: 9.4m x 12.9m.

**Building Four:** Four bay open barn under a mono pitched roof: 5.5m x 12m (part of which is incorporated within the rear garden use)

**Building Five:** Detached building of steel frame construction with concrete infill panels and part sheeted walls and roof benefiting from mezzanine floor. 95m<sup>2</sup> GEA

**Building Six:** Detached Building of steel frame and sheeted construction having 3 roller shutter doors providing vehicular access 8.7m x 18m. (156m<sup>2</sup> GIA)

**Council Tax Band – D**

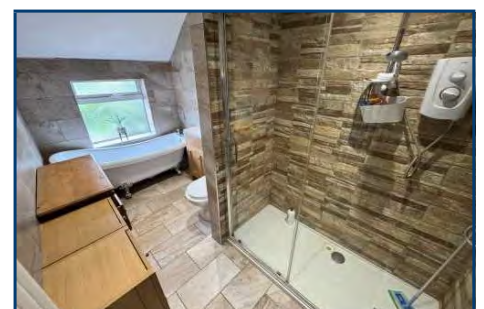
**EPC Rating – F (25)**

#### Legal Documents:

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

**Viewings:** Refer to Viewing Schedule online.

**Completion:** 56 Days from Exchange of Contracts



**Boot&Son**  
Chartered Surveyors Est 1919

**Freehold Vacant 7 Bedroom Farmhouse with a Range of Outbuildings with Potential**  
\*Guide Price: £580,000 - £620,000 (+Fees)



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





## LOT 21

### Freehold Investment - Three Bedroom Terrace House

\*Guide Price: £135,000 - £145,000 (+Fees)

#### 62 Farm Road, Oldbury, West Midlands B68 8RD

##### Property Description:

A three bedroom mid terraced property of brick construction set back from the road behind a small walled foregarden. The property benefits from having Upvc double glazing and gas fired central heating. The property is located on Farm road between the junctions of both Ethal Street and Barrs Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £625 per calendar month (£7,250 per annum). The tenants have been in occupation for in excess of 12 Years, and a rent review has not been carried out for 3 Years.

##### Accommodation:

##### Ground Floor

Lounge: (3.09mx3.67m), Dining Room (3.42mx3.68m), Inner Lobby with door to rear garden and shared side passage, Kitchen: (2.34mx2.22m), Bathroom: (2.22mx1.36m) having panelled bath with shower over, wash basin and WC.

##### First Floor

Bedroom 1: (3.08mx3.68m), Bedroom 2: (3.43mx2.78m) Bedroom 3: (3.42mx1.82m)

##### Outside:

**Front:** Walled Foregarden

**Rear:** Garden with brick built store

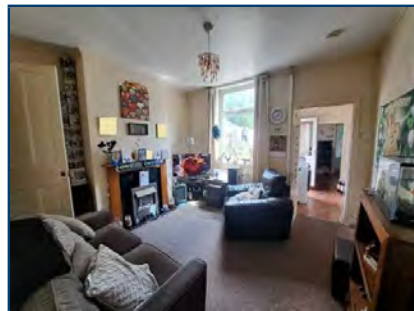
##### Council Tax Band – A

##### EPC Rating – E

**Legal Documents** – Available at

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

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



## LOT 22

### Freehold Semi-Detached Residential Investment

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

#### 57 Blackberry Lane, Halesowen, West Midlands B63 4NY

##### Property Description:

An extended two bedroom semi-detached property of rendered brick construction surmounted by a tiled roof and accessed via a pedestrian walkway adjacent to 59 Blackberry Lane. The property benefits from having UPVC double glazing and gas fired central heating. Blackberry Lane is located off both Dog Kennel Lane and Hagley Road (B4183) and the property is within approximately 6 miles distance from Oldbury Town Centre. The property is currently let on an Assured Shorthold Tenancy producing a rental of £450 pcm (£5,400 per annum).

##### Please Note:

We are informed by the owner that the current tenant has been in occupation for in excess of 5 years and has not had a rent review and therefore may well be rented below market value.

##### Accommodation:

##### Ground Floor

Lounge: (3.65x3.51m), Rear Hallway, Bathroom: (2.54x1.68m) having panelled bath with shower over, wash basin and WC, Kitchen: (1.93x3.68m), Stairs,

##### First Floor

Bedroom 1: (3.63x3.64m), Bedroom 2: (2.83x2.44m)

##### Outside:

**Rear:** Garden

**Front:** Garden

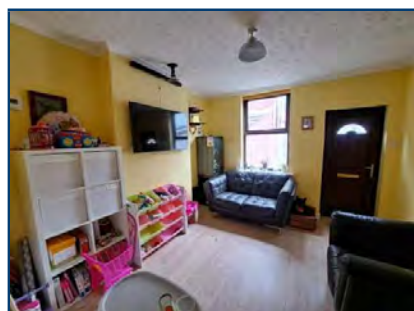
##### Council Tax Band – B

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

**Legal Documents** – Available at

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

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



**LOT 23**
**Freehold Investment Detached House with Potential Building Plot**

\*Guide Price: £350,000 - £400,000 (+Fees)

**1 Orwell Close, Stourbridge, West Midlands, DY8 3JS**

**Property Description:**

A three bedroom detached property of brick construction surmounted by a tiled roof and set back from the road behind a foregarden and driveway allowing for off road parking and access to garage, the property is situated on a corner plot extending to approximately 380 sq.m (4,091 sq ft). The house benefits from having Majority UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. The property is situated on the corner of Orwell Close and Roman Road and the property is within walking distance to Bluebell Wood and within 1.2 miles from Stourbridge Town centre. The property is currently let on an assured Shorthold Tenancy Agreement producing a rental of £775 (£9,300 pa).

**Planning:**

The owner has submitting a pre planning application for the erection of a single dwelling situated on the adjacent land and received a positive response, a copy is included in the legal pack.

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

Entrance Hallway, Lounge: (4.61m x 3.65m), Kitchen/dinner: (3.22m x 4.61m), Lean to/utility area

**First Floor**

Landing, Bedroom 1: (3.92m x 2.56m), Bedroom 2: (3.34m x 2.55m), Bedroom 3: (2.96m x 1.94m), Bathroom having panelled bath with shower over, wash basin and WC

**Outside:**

**Front, side and rear:** Gardens and driveway allowing for off road parking and access to garage

**Council Tax Band – B**

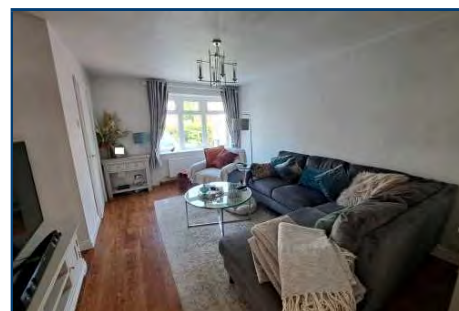
**EPC Rating – E**

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

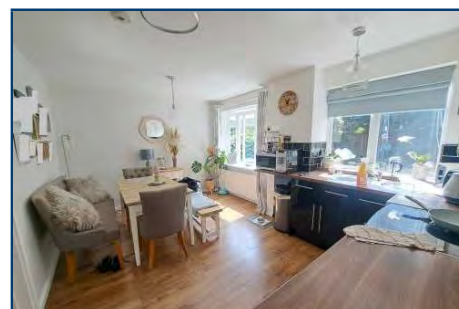
**Viewings – Via Cottons – 0121 247 2233**



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



Proposed Pre Planning Development





## LOT 24

### Freehold Land (Potential Building Plot) \*Guide Price: £35,000 - £40,000 (+Fees)

#### Land On the South Side of, Dunslade Crescent, Brierley Hill, West Midlands DY5 2EA

##### Property Description:

A parcel of freehold land roughly rectangular in shape extending to a site area of approximately 188.34 sq.mtrs (2027 sq.ft). Dunslade Crescent is a cul-de-sac located off Park Road and being within approximately 1/2 a miles distance from Merry Hill Shopping Centre.

##### Accommodation:

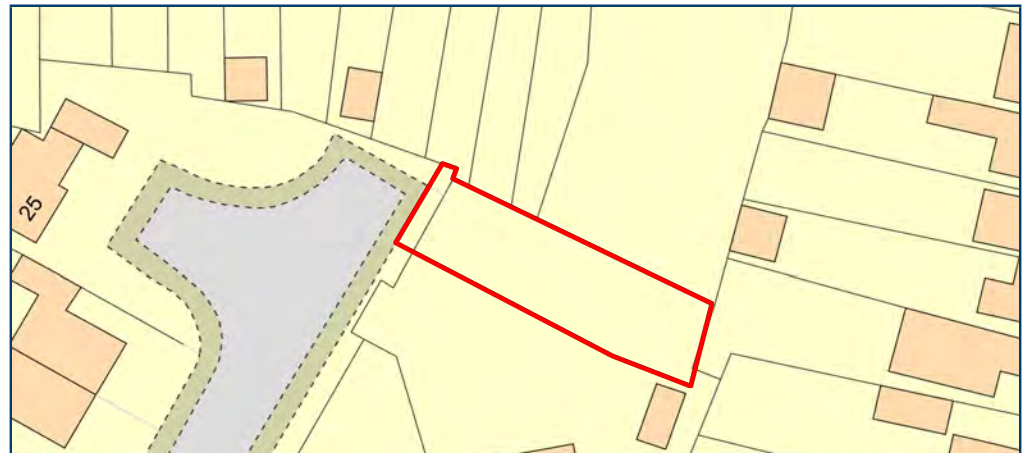
###### Planning

Planning Consent was granted by Dudley Metropolitan Borough Council on the 28th July 2006 for the erection of a one bedroom bungalow Ref (P06/1131) this planning consent has now lapsed.

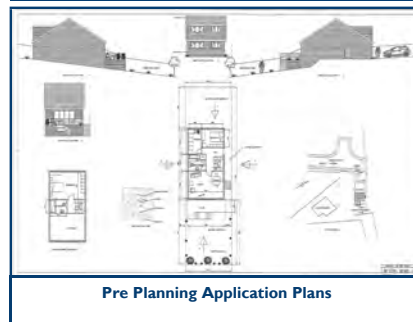
A pre-planning application with drawings for a two bedroom detached dwelling was submitted to Dudley Metropolitan Borough Council and a positive response has been received on 22nd October 2022, Application Number (PRE22/00457), a copy will be contained within the legal pack.

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

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



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



Pre Planning Application Plans



## LOT 25

### Leasehold Vacant Retail Unit \*Guide Price: £140,000 - £150,000 (+Fees)

#### Unit 24b Wharf House, Waterside, Shirley, Solihull, West Midlands B90 1UE

##### Property Description:

A ground floor self-contained retail unit situated in a 3 storey brick built development located within the Waterside parade. The entrance to the unit is accessed via a covered arcade walkway facing the decorative water feature. The Unit benefits from double glazing and gas fired central heating along with secure a underground parking space. Rumbush Lane is the closest access road to the parade, which leads onto both Gorcott Lane and the Main Street development of Dickens Heath containing a range of shops and amenities.

##### Accommodation:

###### Ground Floor:

Retail/Office Area 806sqft, a partitioned meeting room of 131sqft is divided. Kitchenette 39sqft

##### Outside:

Entrances to both front and back, secure underground parking space.

##### Leasehold information:

**Term:** 999 years from 1st January 2003

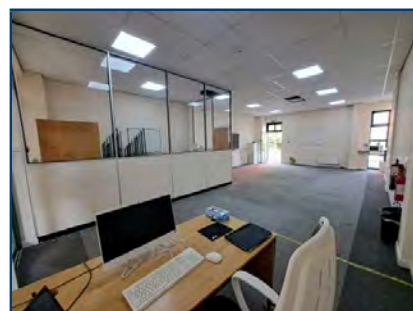
**Ground Rent:** Refer to Legal Pack

**Service Charge:** Refer to Legal Pack

##### EPC Rating – D

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

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





## LOT 26

### Freehold Vacant Mid Terraced House

\*Guide Price: £165,000 - £175,000 (+Fees)

**1267 Warwick Road, Acocks Green, Birmingham, West Midlands B27 6PX**

#### Property Description:

A two Bedroom mid terraced property of brick construction set back from the road behind a small walled foregarden. The property benefits from Upvc double glazing, gas fired central heating and having recently had some refurbishment work including repainting and new carpets throughout. The property is located on the Warwick road close to the junction with Dolphin Lane and the property is within walking distance to the main shopping area located in Acocks Green.

#### Accommodation:

##### Ground Floor

Entrance Hallway, Lounge: (4.22mx3.27m), Dining Room: (3.47mx4.05m), Kitchen: (4.71mx2.31m), Stairs,

#### First Floor

Bedroom 1: (3.48mx4.05m), Bedroom 2: (3.50mx2.85m), Bathroom: having panelled bath with shower over, wash basin and WC

#### Outside:

**Rear:** Walled Garden

**Front:** Garden

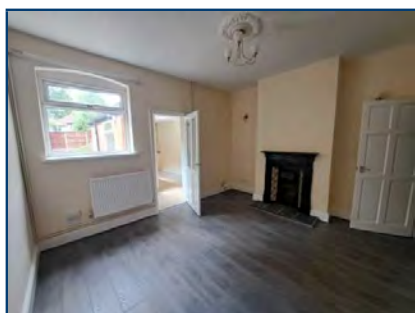
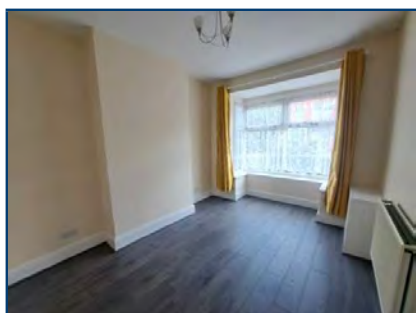
**Council Tax Band – B**

**EPC Rating – D**

**Legal Documents – Available at**

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

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



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## LOT 27

### Freehold Vacant Detached Cottage with Consent to Extend to 4/5 Bedrooms \*Guide Price: £275,000 to £325,000 (+Fees)

**Garden Cottage (Plot 5), adj. Rokholt, 121 New Penkridge Road, Cannock, Staffs, WS11 1HN**



#### Property Description:

An opportunity to purchase an attractive and traditional detached cottage of two storey brick construction in need of refurbishment and modernisation throughout and benefitting from redevelopment consent to substantially extend the accommodation to 4/5 bedrooms. The property is situated within the grounds of a prestigious and iconic period manor house known as Rokholt, located in a most sought after and desirable residential area, located half a mile to the west of Cannock Town Centre providing access to a wide range of retail amenities along with Cannock railway station which provides access to Birmingham.

Cannock provides a good range of educational, retail and transport facilities and the M6, M6 Toll and M54 motorways are within easy travelling distance and the plot is a few minutes walk from the Shoal Hill common district of Cannock Chase, which is an area designated of being of outstanding natural beauty.

#### Planning

Planning Permission was granted by Cannock Chase District Council on 17th January 2025 under application number CH/24/093 for the extension of the property.

#### Existing Accommodation

**Ground Floor:** Entrance Hall, Two Reception Rooms, Kitchen (unfitted).

**First Floor:** Stairs & Landing, Two Bedrooms and Shower Room (unfitted).

#### Proposed Accommodation

The planning permission provides for the extension of the property to provide:

**Ground Floor:** Entrance Hall with WC and wash hand basin, Living Room, Utility Room, Snug and Large Open Plan Kitchen/Dining/Living Room.

**First floor:** Stairs & Landing, Bedroom One with Ensuite Shower Room, Bedroom Two, Bedroom Three, Bedroom Four with Ensuite Facilities, Bedroom Five/Study.

**Outside:** Front and rear gardens, driveway and brick built garage. Vehicular and pedestrian access is from New Penkridge Road over the existing driveway to Rokholt.

**Gross Internal Area (When Redeveloped):** 206 sq.m (2,217 sq.ft) or thereabouts (taken from architects drawings)

**Site Area:** The plot extends to 0.317 acres (1,285 sq.m) or thereabouts

Please note that all dimensions have been scaled from architects drawings and have not been physically measured by the auctioneers.

**Services:** It is believed that all main services are available in New Penkridge Road, but prospective purchasers should satisfy themselves as to the cost and feasibility of connection.

**Important Note:** An application to satisfy conditions attached to the planning permission has been submitted, but it should be particularly noted that the purchaser will require a bat licence. The planning consent referred to (Ref: CH/24/093) relates to an overall consent for the development of the whole Rokholt site which includes a total of six separate dwellings of which the subject plot (Plot 5) is only one part of the scheme. All interested parties should inspect the full planning documents available on Cannock Chase District Council website and satisfy themselves in respect of all matters.

**Council Tax Band – E**

**EPC Rating – G**

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

#### Viewings:

1st July 2025: 11am – 12pm

3rd July 2025: 11am – 12pm

8th July 2025: 11am – 12pm

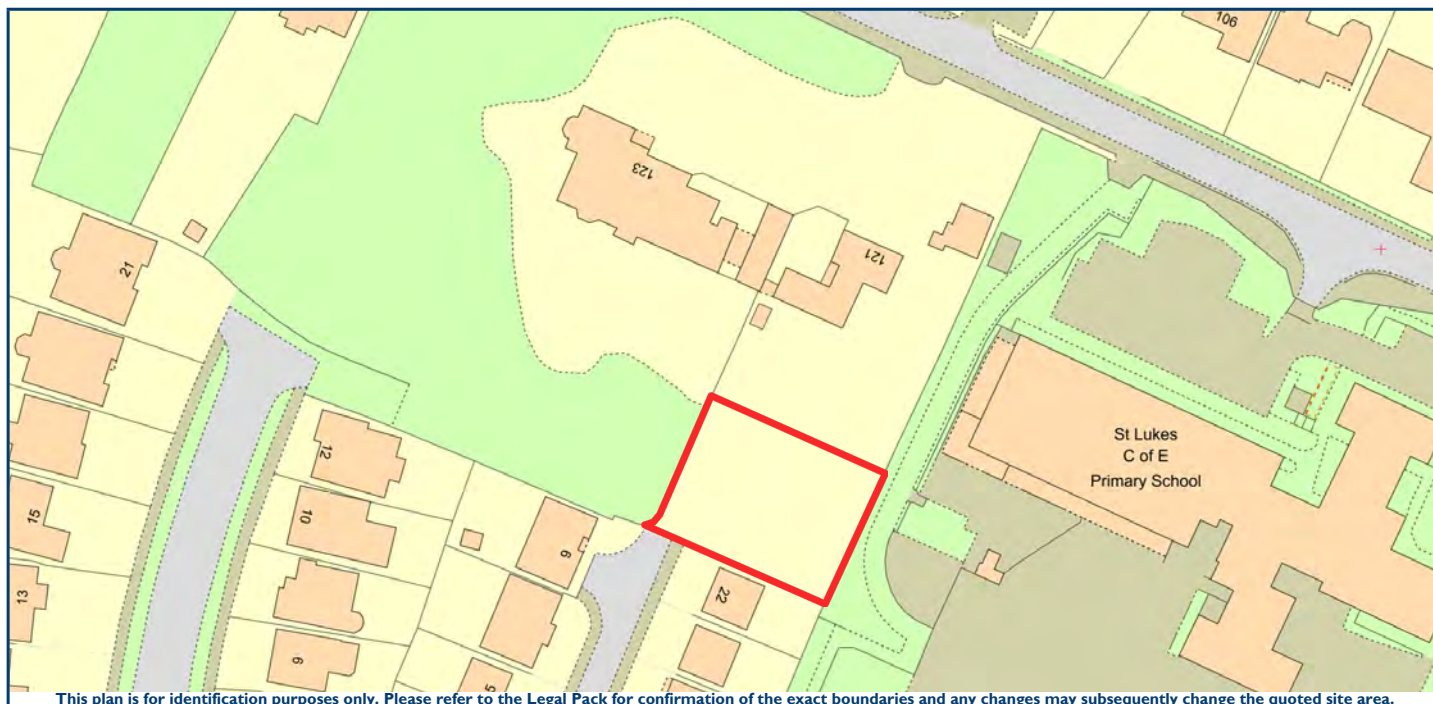
**Boot&Son**  
Chartered Surveyors Est 1919

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



**LOT 28**
**Freehold Building Plot - Consent for a Five Bedroomed Detached House.**

\*Guide Price: £180,000 to £220,000 (+Fees)

**The Goat Paddock (Plot 6), r/o Rokholt, 123 New Penkridge Road, Cannock, Staffs, WS11 1HN**

**Property Description:**

A opportunity to purchase a superbly located building plot lying within the grounds of a prestigious and iconic period manor house known as Rokholt and situated in a most sought after and desirable residential area, located half a mile to the west of Cannock Town Centre providing access to a wide range of retail amenities along with Cannock railway station which provides regular services to Birmingham.

The plot is slightly sloping, roughly rectangular in shape which extends to an area of circa 0.192 acres (780 sq.m) and comprises of former garden land situated to the south of Rokholt and benefits from planning consent for erection of a five bedroom dwelling house with private driveway access leading directly from Rokholt Crescent.

Cannock provides a good range of educational, retail and transport facilities and the M6, M6 Toll and M54 motorways are within easy travelling distance and the plot is a few minutes walk from the Shoal Hill common district of Cannock Chase, which is an area designated of being of outstanding natural beauty.

**Planning**

Planning Permission was granted by Cannock Chase District Council on 17th January 2025 under application number CH/24/093 for the erection of a 1½ storey detached dwelling house to comprise:

**Proposed Accommodation**

**Ground Floor:** Entrance hall, Lounge, Kitchen and combined Dining Room, Bedroom Five, Bathroom, Study, Utility Room.

**First Floor:** Landing, Bedroom One with Ensuite Bathroom, Bedroom Two with Ensuite Bathroom, Bedroom Three with Ensuite Shower Room and Bedroom Four.

**Outside:** Garage, gardens and driveway. Vehicular access is to be provided from Rokholt Crescent.

**Gross Internal Area:** 256 sq.m (2755 sq.ft) or thereabouts (taken from architects drawings)

**Site Area:** The plot extends to 0.192 acres (780 sq.m) or thereabouts with a maximum depth of 32.5m and width of 24m.

Please note that all dimensions have been scaled from architects drawings and have not been physically measured by the auctioneers.

**Services:** It is believed that all main services are available in Rokholt Crescent, but prospective purchasers should satisfy themselves in this respect by investigation or otherwise and also as to the cost and feasibility of connection.

**Important Note:** The planning consent referred to (Ref: CH/24/093) relates to an overall consent for the development of the whole Rokholt site which includes a total of six separate dwellings of which the subject plot (Plot 6) is only one part of the scheme. All interested parties should inspect the full planning documents available on Cannock Chase District Council website and satisfy themselves in respect of all matters.

**Legal Documents:**

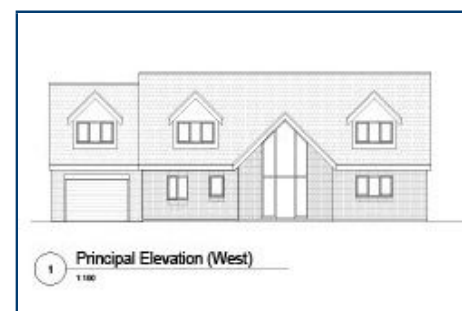
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

1st July 2025: 11am – 12pm

3rd July 2025: 11am – 12pm

8th July 2025: 11am – 12pm





## LOT 29

### Freehold Vacant Investment Opportunity - Two Town Centre Flats \*Guide Price: £130,000 - £139,000 (+Fees)

#### 34C & D Market Street, Tamworth, Staffordshire B79 7LR

##### Property Description:

A traditional built two-storey property of brick/stone construction surmounted by a pitched tile clad roof, situated to the rear of 34 Market Street, accessed by a gated right of way and comprising of two self-contained flats known as Flat C, which requires complete refurbishment and Flat D which requires some cosmetic improvement. Both properties benefit from gas fired central heating, however the purchaser will be responsible for arranging connection of the electricity supplies to each unit.

The property is located adjacent to the historic Tamworth Castle and within Tamworth Town Centre which is currently undergoing significant redevelopment including the construction of a brand new college building and is within close proximity to a wide range of retail amenities including Ankerside Shopping Centre, bars and restaurants.

##### Accommodation:

Accommodation

##### Ground Floor - Flat 34C:

Kitchen: 3.96m x 2.13m, Lounge: 4.17m x 4.29m, Bedroom: 3.75m x 2.53m, Bath/Shower Room: 3.08m x 2.17m with bath, separate shower, wash basin and wc

##### First Floor - Flat 34D:

External stairs to Entrance Hall, Bathroom: 3.13m x 1.48m with bath, wash basin and wc  
Dining Kitchen: 4.72m x 2.75m, Lobby to Lounge: 3.87m x 2.68m, Bedroom: 3.51m x 2.87m

**Council Tax Band:** A (Each Flat)

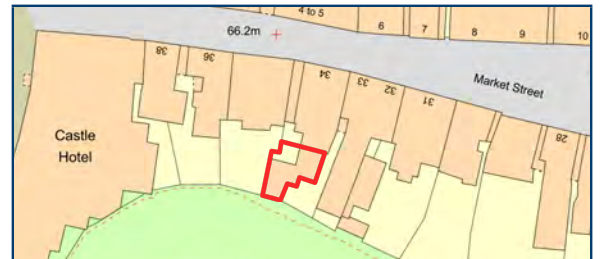
**EPC Rating:** Commissioned

##### Legal Documents:

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

##### Viewings:

Refer to Viewing Schedule online



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**LOT 30**
**Long Leasehold (989 Years Unexpired) Retail Unit Let to a Subway Franchise**  
 \*Guide Price: £120,000 - £125,000 (+Fees)

**47 Westgate, Wakefield, West Yorkshire, WF1 1BW**
**Property Description:**

A ground floor retail unit with basement level forming part of a mixed use four storey development known as 'Exchange House', constructed circa. 1970s of brick surmounted by a flat roof. The unit is currently being used as a restaurant, operating as a 'Subway' franchise, benefiting from air conditioning and occupying a prominent corner position with return frontage to Market Street.

The property is set back from the road behind a wide pavement area and is located within Wakefield City Centre within the Upper Westgate Conservation Area, conveniently situated approximately 360 metres east of Wakefield Westgate Train Station, 2.2 miles east of Junction 40 of the M1, 8.5 miles south of Leeds City Centre and 12.8 miles south-east of Bradford City Centre.

Wakefield is a cathedral city located in West Yorkshire with a population of circa 400,000

**Tenancy Information**

Let trading as a Subway restaurant on a Full Repairing and Insuring (FRI) Lease for a term of 10 years from and including 19th August 2023 upto and including 18th August 2033 at a rent of £11,750 per annum, subject to tenant break clause on 18th August 2028 and rent review on 19th August 2028. It is understood that the tenants are exploring assignment of the lease.

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

Retail and Restaurant Area, Kitchen Area, Store Area, Two Customer Toilets with wc.

**Basement Level**

Stairs down to Hallway, Basement Accommodation (uninspected due to drainage leak, but understood to accommodate WCs and storeroom), Secure gated undercover parking and loading area (uninspected).

**Total Net Internal Area: 136.93 sq. metres (1,474 sq. ft)**

**Rateable Value**

£7,000 (Description – Café and premises).

**Leasehold Information**

Term: 999 years from 21st March 2015

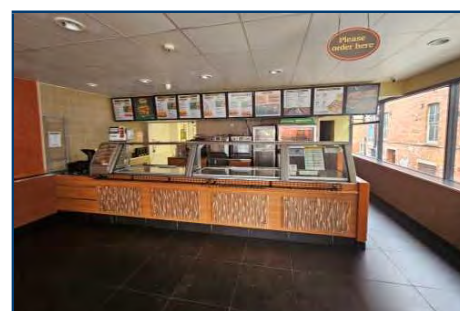
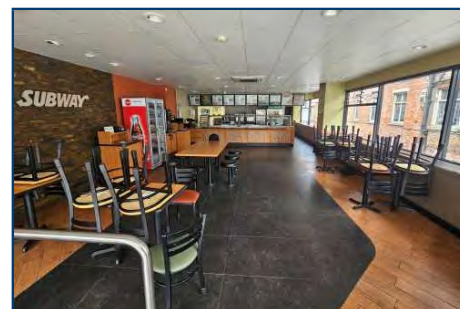
Ground Rent: One Peppercorn.

**EPC** – Commissioned

**Legal Documents:**

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

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





## LOT 31

### Freehold Commercial Investment Property with Car Parking

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

31 Priory Street, Dudley, West Midlands, DY1 1HA



#### Property Description:

A detached three storey commercial premises of rendered brick construction surmounted by a pitched tile clad roof occupying a corner position at the junction of Priory Street and Courtyard Passage, close the junction of Wolverhampton Street and conveniently within less than quarter of a mile from the main shopping area in Dudley Town Centre.

The property provides well laid out accommodation over three floors and benefits from gas fired central heating and rear car parking.

#### Tenancy Information

The property is let trading as The What? Centre Limited on a lease for a term of six years from 1 March 2024 ending 28 February 2030 on full repairing and insuring terms at a current rental of £13,000 per annum with rent review due on 1 May 2027. The tenants have occupied the property since February 2018.

#### Accommodation:

##### Ground Floor:

Hallway with Cellar access, Reception Office (front), Waiting Room (rear), Consulting Room (rear), Toilet with wc and wash basin.  
Net Internal Area: 48.8 sq m (526 sq ft)

##### First Floor:

Stairs and Landing, Three Consulting Rooms, Toilet with wc and wash basin.  
Net internal Area: 42.2 sq m (454 sq ft)

##### Second Floor:

Stairs and Landing with store, Walk In Storeroom, Consulting Room (front), Staff Room/Kitchen, Consulting Room (rear), Toilet with wc and wash basin.  
Net internal Area: 28.8 sq m (310 sq ft)

Total Net internal Area: 119.8 sq m (1,290 sq ft)

#### Outside:

Rear Car Parking Area

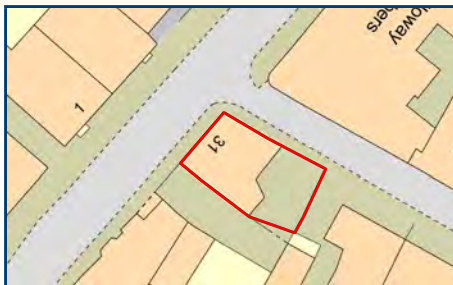
EPC Rating: E (I20)

#### Legal Documents:

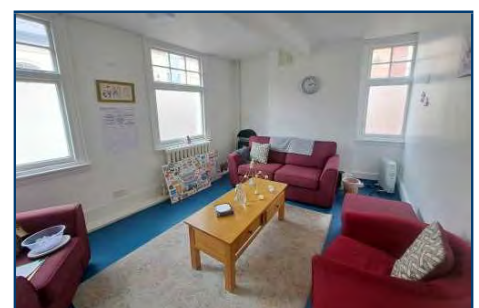
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons: 0121 247 2233



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

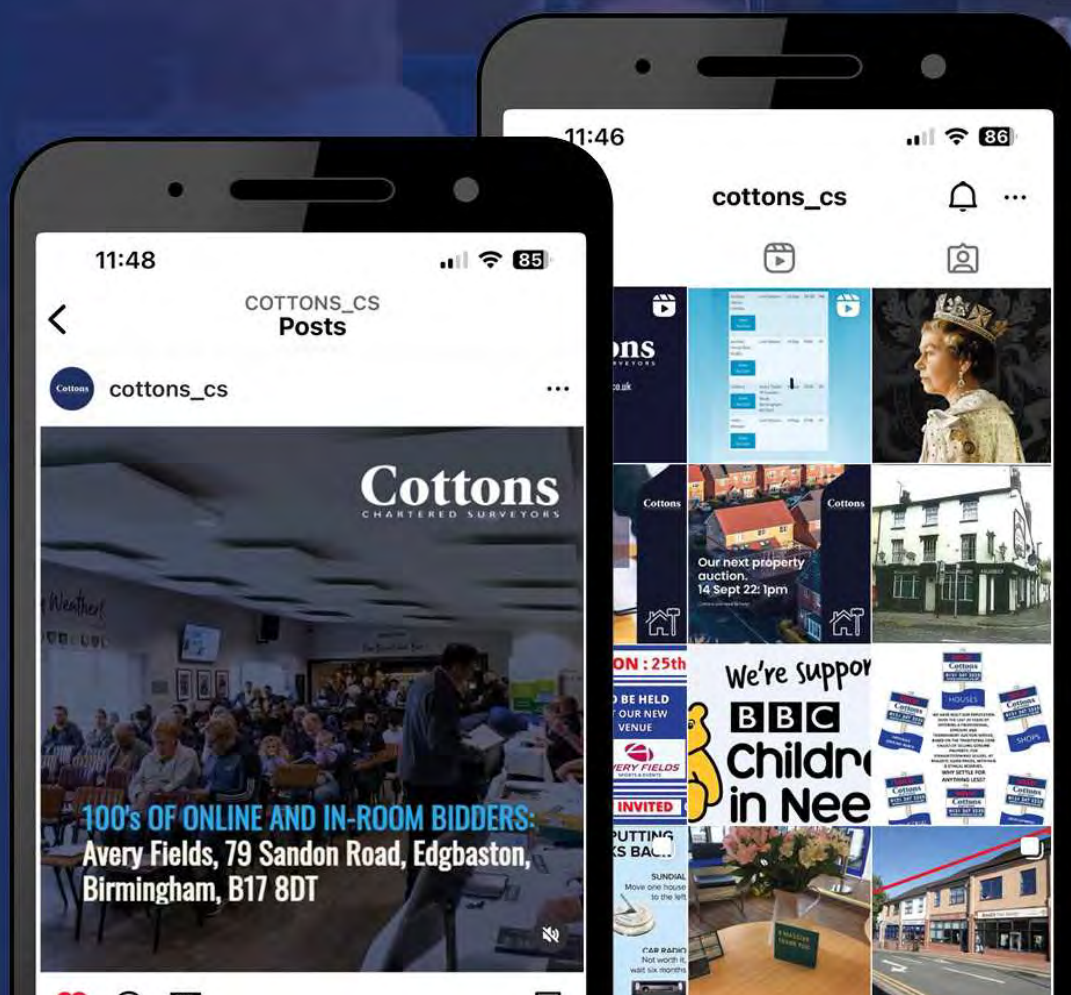


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## LOT 32

### Freehold Shop Investment & Flat (Subject to a Long Leasehold) \*Guide Price: £70,000 - £78,000 (+Fees)

#### 6 Ermington Crescent, Birmingham, West Midlands B36 8AP

##### Property Description:

A two storey, mid of terraced investment property comprising a ground floor retail premises and a first floor flat which is subject to a long leasehold interest. The property is of brick construction surmounted by a pitched slate roof, constructed circa. 1930 and is set back from the road behind a paved forecourt, forming part of a neighbourhood parade of similar retail units in a predominantly residential area, located via Chipperfield Road off Coleshill Road (B4114), approximately 4 miles east of the City Centre.

##### Tenancy Information

**Ground-Floor Shop:** A lock-up shop premises let on a lease for a term of 10 years from 25th March 2014 originally to Lloyds Pharmacy Ltd and now occupied by way of an assignment dated 10 December 2018 to Jhoots Chemist Ltd paying a rent of £5,500 per annum.

##### First Floor Flat (6A Ermington

**Crescent):** Subject to a long lease commencing on 25 March 1989 at a current ground rent of £60 per annum, rising in 2055 to £90 per annum for the remainder of the term.

##### Accommodation

###### Ground Floor

Shop/Retail Area: 41.89 sq.m (451 sq.ft.), Kitchen: 5.48 sq.m (59 sq.ft.), Toilet with W.C.

###### First Floor

Not Applicable.

###### Outside:

Front: Forecourt proving customer car parking.  
Rear: Yard/Garden with rear access from Chipperfield Road.

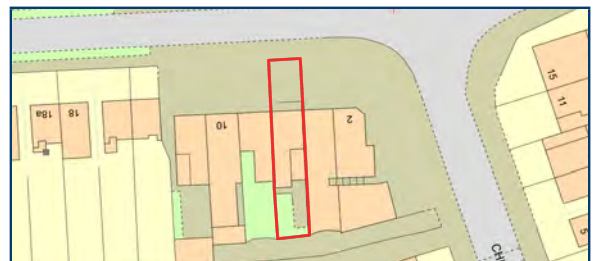
##### EPC Rating: C (67)

##### Legal Documents:

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

##### Viewings:

Refer to Viewing Schedule online



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

## LOT 33

### A Portfolio of Four Freehold Ground Rents secured upon Semi Detached Houses \*Guide Price: £24,000 - £28,000 (+Fees)

#### FGR's 4 Basin Lane (B77 2AH), 58 & 62 Glascote Road, Tamworth, (B77 2AD), & 45 Lilac Avenue, Sutton Coldfield, B74 3TS

##### Property Description:

A Portfolio of Freehold Ground Rents, secured upon four semi detached houses of brick construction with pitched tile clad roofs each set back behind driveways/foregardens. Three properties are located in Basin Lane or Glascote Road in the traditional market town of Tamworth and one property is located in Lilac Avenue, Streetly, Sutton Coldfield, all forming part of popular and established residential areas.

##### Lease Information

4 Basin Lane, 58 & 62 Glascote Road are subject to a long leases for a term of 99 years which expires on 28th September 2065, each

paying a Ground Rent of £30 per annum and 45 Lilac Avenue is subject to a long lease for a term of 99 years which expires on 24 March 2065 paying a Ground Rent of £26 per annum.

**Total Ground Rent Income: £1116 per annum.**

##### Freehold Land Registry Title No.

SF169372 (Basin Lane & Glascote Road)  
WM512759 (Lilac Avenue)

##### Legal Documents:

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

**Viewings:** Not Applicable.

**The Buyers Administration Fee for this Lot will be £650 including Vat**



4 Basin Lane



58 Glascote Road



62 Glascote Road



45 Lilac Avenue



**LOT 34**
**A Portfolio of Three Freehold Ground Rents secured upon Modern Dwelling Houses**

\*Guide Price: £15,000 - £16,000 (+Fees)

**3, 5 & 13 Bittern Walk, Brierley Hill, West Midlands DY5 2PX**
**Property Description:**

A Portfolio of Freehold Ground Rents, secured upon three modern dwelling houses, one detached and two semi detached, of brick construction with pitched tile clad roofs, located in Bittern Walk, forming part of an established residential area situated approximately 1 mile to the north east of Stourbridge Town Centre.

**Lease Information**

Each property is subject to a long lease for a term of 99 years which expires on 28th September 2065, each paying a current Ground Rent of £32 per annum (£36 per annum for 13 Bittern Walk).

**Total Current Ground Rent Income:**  
**£100 per annum.**

**Freehold Land Registry Title No.**  
 WM189993

**Legal Documents:**

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

**Viewings:**

Not Applicable.

**The Buyers Administration Fee for this Lot will be £650 including Vat**



13 Bittern Walk



5 Bittern Walk



3 Bittern Walk

**LOT 35**
**A Portfolio of Three Freehold Ground Rents secured upon Semi Detached Houses**

\*Guide Price: £12,000 - £15,000 (+Fees)

**14, 24 & 46 Charterfield Drive, Kingswinford, West Midlands DY6 7RD**
**Property Description:**

A Portfolio of Freehold Ground Rents, secured upon three modern semi detached houses of brick construction with pitched tile clad roofs, located in Charterfield Drive which leads via Stallings Lane off Wolverhampton Road (A491), forming part of an established residential area situated approximately 3/4 mile to the north of Kingswinford & four miles north of Stourbridge Town Centre].

**Lease Information**

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2071, each paying a current Ground Rent of £40 per annum.

**Total Current Ground Rent Income:**  
**£120 per annum.**

**Freehold Land Registry Title No.**  
 WM474286

**Legal Documents:**

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

**Viewings:** Not Applicable.

**The Buyers Administration Fee for this Lot will be £650 including Vat**



14 Charterfield



46 Charterfield



24 Charterfield



## LOT 36

### A Portfolio of Four Freehold Ground Rents secured upon Semi Detached Houses

\*Guide Price: £14,000 - £18,000 (+Fees)

#### FGR's 5, 6, 14 & 37 Deanbrook Close, Shirley, Solihull, West Midlands B90 4XS

##### Property Description:

A Portfolio of Freehold Ground Rents, secured upon four semi detached houses of brick construction with pitched tile clad roofs, located in Dean Brook Close, forming part of an established residential area situated approximately 2 miles to the south of Solihull Town Centre.

##### Freehold Land Registry Title No.

WM395464

##### Legal Documents:

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

##### Viewings:

Not Applicable.

##### The Buyers Administration Fee for this

Lot will be £650 including Vat

##### Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2083, each paying a Ground Rent of £130 per annum (£120 for 37 Dean Brook Close).

**Total Ground Rent Income: £510 per annum.**



5 Dean Brook Close



6 Dean Brook Close



14 Dean Brook Close



37 Dean Brook Close

## LOT 37

### A Portfolio of Three Freehold Ground Rents secured upon Semi Detached Houses

\*Guide Price: £17,000 - £21,000 (+Fees)

#### FGRs 321, 341 & 347 Flaxley Road, Stechford, Birmingham, West Midlands B33 9ES

##### Property Description:

A Portfolio of Freehold Ground Rents, secured upon three semi detached houses of brick construction with pitched tile clad roofs, located in Flaxley Road, forming part of the established residential area of Stechford and situated approximately 3 miles to the east of Birmingham City Centre.

##### Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2065, each paying a Ground Rent of £25 per annum.

**Total Ground Rent Income: £75 per annum.**

##### Freehold Land Registry Title No.

WK32248

##### Legal Documents:

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

##### Viewings:

Not Applicable.

##### The Buyers Administration Fee for this

Lot will be £650 including Vat



347 Flaxley Road



321 Flaxley Road



341 Flaxley Road



## LOT 38

### A Portfolio of Two Freehold Ground Rents secured upon Semi Detached Houses

\*Guide Price: £10,000 - £14,000 (+Fees)

#### FGR's 23 & 31 Green Acres, Acocks Green, Birmingham, West Midlands B27 7YG

##### Property Description:

A Portfolio of Freehold Ground Rents, secured upon two semi detached houses of brick construction with pitched tile clad roofs, located in Greenacres, forming part of the established residential area Acocks Green and situated approximately 4 miles to the south east of Birmingham City Centre.

##### Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 28th September 2068, each paying a Ground Rent of £30 per annum.

**Total Ground Rent Income: £60 per annum.**

**Freehold Title No:** WK102259

##### Legal Documents:

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

**Viewings:** Not Applicable.

**The Buyers Administration Fee for this Lot will be £650 including Vat**



23 Green Acres



31 Green Acres

## LOT 39

### Freehold Ground Rent secured upon a Modern detached House

\*Guide Price: £12,000 - £16,000 (+Fees)

#### FGR 35 Linthurst Newtown, Blackwell, Bromsgrove, Worcestershire B60 1BS

##### Property Description:

A single Freehold Ground Rent, secured upon a modern detached dwelling house of brick construction with pitched tile clad roof set back behind a private driveway and foregarden and located in Linthurst, forming part of well regarded residential area of Blackwell and situated approximately 2½ miles to the north east of Bromsgrove Town Centre.

##### Lease Information

The property is subject to a long lease for a term of 99 years which expires on 24th March 2067, paying a Ground Rent of £35 per annum.

**Freehold Land Registry Title No.**

HW92054

##### Legal Documents:

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

##### Viewings:

Not Applicable.

**The Buyers Administration Fee for this Lot will be £650 including Vat**



35 Linthurst Newtown

## LOT 40

### A Portfolio of Two Freehold Ground Rents secured upon Modern Dwelling Houses

\*Guide Price: £14,000 - £18,000 (+Fees)

#### FGR's 20 & 29 Whitestone Road, Halesowen, West Midlands B63 3PU

##### Property Description:

A Portfolio of Freehold Ground Rents, secured upon a semi detached dormer bungalow and a three storey town house of brick construction with pitched tile clad roofs, located in Whitestone Road, which leads directly off Fairmile Road in an established residential area situated approximately 3/4 mile to the north of Halesowen Town Centre.

##### Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2068, each paying a current Ground Rent of £35 per annum.

**Total Current Ground Rent Income: £70 per annum.**

**Freehold Title No:** WM291873

##### Legal Documents:

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

**Viewings:** Not Applicable

**The Buyers Administration Fee for this Lot will be £650 including Vat**



29 Whitestone Road



20 Whitestone Road



## LOT 41

### A Portfolio of Four Freehold Ground Rents secured upon Four Dwelling Houses

\*Guide Price: £25,000 - £29,000 (+Fees)

#### 5, 30, 45 & 46 Gibbs Hill Road, Birmingham, West Midlands B31 3NY

##### Property Description:

A Portfolio of Freehold Ground Rents, secured upon three terraced houses and one semi detached house of brick construction with pitched tile clad roofs, located in Gibbs Hill Road which leads via Tomlan Road off Redhill Road, forming part of an established residential area situated approximately 1 mile to the south east of Longbridge Town Centre.

##### Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 25th March 2062, each paying a current Ground Rent of £28 (No.5), £29 (Nos. 30 & 45) & £31 (No. 46) per annum.

**Total Current Ground Rent Income:**  
£117 per annum.

**Freehold Land Registry Title No.**  
WM217769

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

**Viewings:**  
Not Applicable.

**The Buyers Administration Fee for this Lot will be £650 including Vat**



45 Gibbs Hill Road



5 Gibbs Hill Road



46 Gibbs Hill Road



30 Gibbs Hill Road

## 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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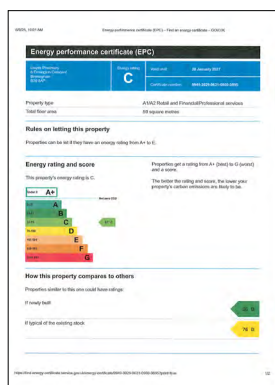
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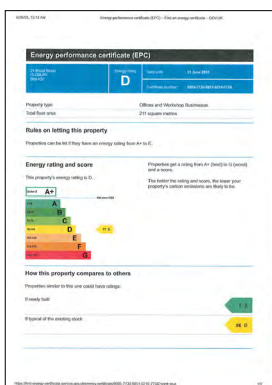
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# EPC's



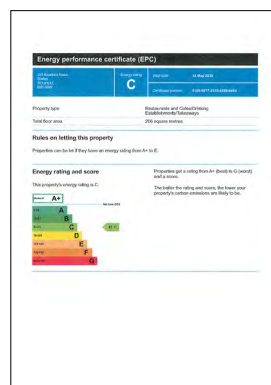
6 ERMINGTON CRESCENT



24 BROAD STREET



31 PRIORY STREET



393 STRATFORD ROAD



1267 WARWICK ROAD

## ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on:  
21.6.25

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

47 WESTGATE

## ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on:  
20.6.25

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

UNIT 24B, WATERSIDE

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## Sale Memorandum

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

**We acknowledge receipt of the deposit** \_\_\_\_\_

**Date**

**Name and address of seller**

**Name and address of buyer**

**The lot**

**The price (excluding any VAT)**

**Deposit paid**

**Signed by the buyer**

**Signed by us as agent for the seller**

**The buyer's conveyancer is**

**Name**

**Address**

**Contact**

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

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

Glossary

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

## Auction Conduct Conditions

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

## Sale Conditions

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

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

## Wherever it makes sense:

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

Actual completion date

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

## Addendum

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

## Agreed completion date

Subject to condition G9.3:

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

## Approved financial institution

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

## Arrears

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

## Arrears schedule

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

## Auction

The auction advertised in the catalogue.

## Auction conduct conditions

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

## Auctioneers

The auctioneers at the auction.

## Business day

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

## Buyer

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

## Catalogue

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

## Completion

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

## Condition

One of the auction conduct conditions or sales conditions.

## Contract

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

## Contract date

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

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

## Documents

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

## Financial charge

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

## General conditions

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

## Interest rate

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

## Lot

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

## Old arrears

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

## Particulars

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

## Practitioner

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

## Price

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

## Ready to complete

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

## Sale conditions

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

## Sale memorandum

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

## Seller

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

## Special conditions

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

## Tenancies

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

## Tenancy schedule

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

## Transfer

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

## Auction conduct conditions

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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



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

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

#### A4 The particulars and other information

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

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

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

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

#### A5 The contract

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

#### A6 Extra Auction Conduct Conditions

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

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

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

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

#### G1. The lot

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

#### G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

#### G3. Between contract and completion

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

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

#### G4. Title and identity

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

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

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

#### G5. Transfer

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

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

#### G6. Completion

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

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

- (a) terminate the contract;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the lot; and
  - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:

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

#### **G8. If the contract is brought to an end**

If the contract is lawfully brought to an end:

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

#### **G9. Landlord's licence**

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

#### **G10. Interest and apportionments**

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

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

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

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

#### **G11. Arrears**

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

#### **G12. Management**

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

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

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

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

#### **G13. Rent deposits**

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

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

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

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

#### **G14. VAT**

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

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

#### **G15. Transfer as a going concern**

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

#### **G16. Capital allowances**

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

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

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

G16.4 The seller and buyer agree:

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

#### **G17. Maintenance agreements**

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

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

#### **G18. Landlord and Tenant Act 1987**

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

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

#### **G19. Sale by practitioner**

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

#### **G20. TUPE**

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

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

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

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

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



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

## G21. Environmental

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

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

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

## G22. Service Charge

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

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

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

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

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

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

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

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

## G23. Rent reviews

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

## G24. Tenancy renewals

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

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

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

G24.4 Following completion the buyer must:

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

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

## G25. Warranties

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

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

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

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

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

## G26. No assignment

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

## G27. Registration at the Land Registry

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

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

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

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

## G28. Notices and other communications

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

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

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

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

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

## G30. Extra General Conditions

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

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

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

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

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

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

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

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

# LEGAL PACKS

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

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

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

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

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CHARTERED SURVEYORS

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