

The background image shows an auctioneer, a man with glasses in a suit, standing at a podium with a 'Cottons' sign. He is addressing an audience whose backs are to the camera. The room has a 'STAFF ONLY' sign on a door and a 'Cottons' banner in the background. The entire image is overlaid with a blue gradient and large, faint white letters 'Z', 'O', 'F', 'C', 'S', 'A' on the right side.

Cottons

CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday **22 October** 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

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

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

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

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

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

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

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

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

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

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

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our [website www.cottons.co.uk/contact/](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 46 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 Administrators, LPA Receivers, Solicitors, Joint Property Agents, Companies and Private Clients

Order of sale

LOT	ADDRESS	TENURE
1	71 Rosebery Road, Smethwick, West Midlands B66 3RZ	Freehold Vacant Residential
2	Flat 6, Dingle Court Dingle Lane, Solihull, West Midlands B91 3PF	Leasehold Vacant Residential
3	Land On The North Side Fockbury Mill Lane, Dodford, Bromsgrove B61 9BA	Freehold Land
4	25 Churchfield Avenue, Tipton, West Midlands DY4 9NF	Leasehold Vacant Residential
5	9 Eccleshall Avenue, Wolverhampton WV10 6TN	Freehold Vacant Residential
6	60 Dunsmore Road, Birmingham B28 8EB	Freehold Vacant Residential
7	32 Crescent Road, Dudley, West Midlands DY2 0NW	Freehold Vacant Residential
8	112 Aldershaw Road, Birmingham B26 1HN	Freehold Vacant Residential
9	Land Lying To The North Of Drawbridge Rd, Shirley, Solihull B90 1DD	Freehold Land with Potential
10	14 Marholm Close, Wolverhampton, West Midlands WV9 5QY	Freehold Vacant Residential
11	141 Salop Road, Oldbury, West Midlands B68 9PT	Freehold Vacant Commercial
12	24 St. Agnes Road, Moseley, Birmingham B13 9PW	Freehold Vacant Residential
13	156 Birmingham Road, Oldbury, West Midlands B69 4EH	Freehold Vacant Residential
14	131 Victoria Road, Stechford, Birmingham B33 8AN	Freehold Vacant Residential
15	Flat 116 St.ceilas, Okement Drive, Wolverhampton WV11 1XE	Leasehold Vacant Residential
16	37 High Street, Rowley Regis, West Midlands B65 0DR	Freehold Commercial Investment
17	Plots 2 & 3 Rokholt New Penkridge Rd, Cannock, Staffs WS11 1HN	Freehold Vacant Residential
18	Plot 1 Rokholt New Penkridge Rd, Cannock, Staffs WS11 1HN	Freehold Vacant Residential
19	Units 3-8 Acorn Small Firms Centre, Ablewell Street, Walsall WS1 2EG	Leasehold Commercial Investment
20	Garage 7 At Seymour Gardens, Sutton Coldfield B74 4ST	Freehold Garage
21	59 Sandon Road, Edgbaston, Birmingham B17 8DT	Freehold Vacant Residential
22	243 Tennyal Road, Harborne, Birmingham B32 2HH	Freehold Residential Investment
23	Land To The R/o 318-320 Brook Lane, Billesley, Birmingham B13 0TH	Freehold Building Plot
24	Land At Holt Fleet Lane, Holt Heath, Ombersley, Worcester WR6 6NW	Freehold Land with Potential
25	128 The Hemisphere, 15 The Boulevard, Edgbaston, Birmingham B5 7SU	Leasehold Residential Investment
26	Apartment 117, Ulysses Building, 50 Sherborne Street, Birmingham B16 8FN	Leasehold Residential Investment
27	159 Lichfield Road, Sutton Coldfield B74 2UU	Freehold Vacant Residential
28	68 Ebourne Close, Kenilworth, Warwickshire CV8 2QL	Leasehold Vacant Residential
29	Unit 4 Arden Business Centre, Arden Road, Alcester, Warwickshire B49 6HW	Leasehold Vacant Commercial
30	6 Hallcourt Crescent, Cannock, Staffordshire WS11 3AB	Freehold Vacant Commercial
31	10 New Swan Lane, West Bromwich, West Midlands B70 0NS	Freehold Vacant Residential
32	13 Birchwood Crescent, Birmingham B12 8BN	Freehold Vacant Residential
33	174 Milcote Road, Smethwick, West Midlands B67 5BP	Freehold Vacant Residential
34	99 Park Road, Peterborough PE1 2TR	Freehold Vacant Residential
35	26 Top Field, Severnside, Highley, Bridgnorth, Shropshire WV16 6NU	Freehold Vacant Residential
36	47 Falconhurst Road, Selly Oak, Birmingham B29 6SB	Freehold Vacant Residential
37	Fgr's, 1, 5 & 6 & Land At 3 High Leasowes, Halesowen, West Midla B63 4BN	Freehold Ground Rents
38	Fgr 55 Meadowcroft Gardens, Westfield,, Sheffield S20 8EJ	Freehold Ground Rents
39	Fgrs 106, 144, 154 & 224 Stamford Road, Brierley Hill, West Midl DY5 2QD	Freehold Ground Rents
40	Fgrs 10, 18, 19, 20 & 29 The Hayes, Birmingham B31 3QG	Freehold Ground Rents
41	Fgrs 302d Hamstead Road & 7 Hollywood Croft, Great Barr, Bham B43 5EN	Freehold Ground Rents
42	Fgrs 2, 10, 12, 17 & 22 Swallow Close, Dudley, West Midlands DY2 9TB	Freehold Ground Rents
43	Fgrs 22 Teasdale Way& 276 Worlds End Lane DY9 7ET	Freehold Ground Rents
44	Fgrs 128, 130 & 148 Fairmile Road, Halesowen, West Midlands B63 3QJ	Freehold Ground Rents
45	Fgrs 2, 57, 63 & 65 Whitestone Road, Halesowen, West Midlands B63 3PU	Freehold Ground Rents
46	Fgrs 7, 17, 62 & 67 Sorrel Walk, Brierley Hill, West Midlands DY5 2QG	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 fasttrack your entry to the auction room and streamline the purchase procedure in the event your bid is successful. By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

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

Bidding Options

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

In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

- **Card Payments**

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

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

Online, Telephone & Proxy Bidding

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

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

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

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

Live Online Auction Buying Guide

Introducing Cottons Online Auctions

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

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

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

REGISTRATION

We offer remote bidding services as follows:

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

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

ACCEPT TERMS

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

BIDDING SECURITY

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

DUE DILIGENCE

Recommended due diligence before bidding

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

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

Understand The Guide Price And Reserve Price

GUIDES & RESERVES

What is a Guide Price?

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

What is a Reserve Price?

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

What happens on the day of the auction?

Addendum

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

Start of the Auction

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

Bidding

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

THE AUCTION DAY

On the fall of the hammer

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

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

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

FALL OF THE HAMMER

POST AUCTION

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

DEPOSIT

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

Proxy, Telephone & Internet Bidding

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

Type of Bid (Please Tick)

Telephone ☐ Proxy ☐ Internet ☐

Bidder Information

Name: _____

Company Name
(if applicable) _____

Address: _____

Contact Number: _____

Contact Number:
For telephone bid
on auction day _____

Solicitor Information

Name: _____

Address: _____

Telephone Number: _____

Contact: _____

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

LOT Details

LOT: _____

Address: _____

Max Bid
(Proxy Bid): _____

Max Bid
(Words) _____

Payment Details

Payment Required

£6,250

(Six Thousand, Two Hundred & Fifty Pounds)

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

Signed: _____ Date: _____

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

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

Name of Account Holder: _____

Account No. Sort Code:

Remote Bidding Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Auction Offer sheet

LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

Solicitors Details:

Name:

Postcode:

Company:

Email:

Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

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

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

We require properties for our next property auction **10 December 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:
14 November 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

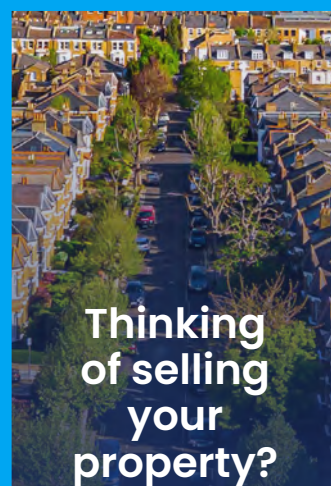
- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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 of selling your property?

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

10 Dec 2025

LOT 1

Freehold Vacant Mid Terraced House with Three Bedrooms

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

71 Rosebery Road, Cape Hill, Smethwick, West Midlands B66 3RZ

Property Description:

A spacious traditional mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof situated behind a fore court and benefiting from three bedrooms. The property benefits from UPVC double glazing, gas fired central heating, but requires modernisation.

Rosebery Road forms part of an established residential area and is conveniently situated approximately 100 metres from Cape Hill (A4092), with a range of shops and amenities, 600 metres from the new Midland Metropolitan University Hospital, 1.8 miles from Junction 1 of the M5 and 2.5 miles west of Birmingham City Centre.

Council Tax Band: A

EPC Rating: E

Accommodation

Ground Floor

Hallway, Front Reception Room: 3.75m excluding bay x 3.07m, Rear Reception Room: 4.07m x 3.46m, Kitchen 3.00m x 1.97m, Inner Lobby, Shower Room with shower cubicle, wash hand basin and WC.

First Floor

Stairs and Landing, Bedroom One: 4.69m x 3.75m, Bedroom Two: 3.77m x 3.48m, Bedroom Three: 3.00m x 2.00m.

Outside:

Front – Fore Court

Rear – Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LEGAL PACKS

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

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

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

Cottons

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LOT 2

Leasehold (Extended Lease) Vacant Flat in Popular Development

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

Flat 6 Dingle Court, Dingle Lane, Solihull, West Midlands B91 3PF

Property Description:

A well maintained and presentable ground floor flat forming part of a three-storey development set within well maintained communal grounds and located off Dingle Lane. The property benefits from UPVC double glazed windows, electric heating, modern kitchen and shower room fittings, security door entry system, communal parking and a lock up garage in an adjacent block and is most suitable for first time buyers or investors.

Dingle Lane forms part of the high regarded town of Solihull and leads between Whitefield Road and Blossomfield Road within approximately 1 mile to the south-west of Solihull Town Centre.

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system, Reception Hall, Shower Room: 2.12m x 1.66m with glazed shower enclosure, combination vanity wash basin and wc, Kitchen: 2.61m x 1.56m with range of fitted units including built in oven, hob and integrated fridge and washing machine. Lounge/Dining Room: 4.3m x 3.12m, Bedroom: 3.6m x 2.22m.

Outside:

Communal gardens, parking area and a lock up garage (No.16) located in a block to the rear of the development.

Leasehold Information:

The property benefits from an extended leasehold term as follows:

Lease Term: 189 years from 25th December 1978

Ground Rent: Currently £60 per annum rising to £100 per annum on 25th December 2044 and reducing to a peppercorn rent on 25th December 2077 for the remainder of the term.

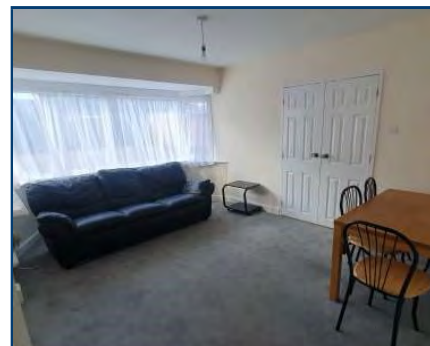
Ground Rent and Service Charge: Refer to Legal Pack

Council Tax: B

EPC Rating: D (62)

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

Viewings: Refer to viewing schedule online.



LOT 3

Freehold Land (0.71 Acres)

*Guide Price: £8,000 - £12,000 (+Fees)

Land On The North Side Of Fockbury Mill Lane, Dodford, Worcestershire B61 9BA

Property Description:

A parcel of freehold wooded land, rectangular in shape and extending to approximately 0.71 acres (2,875 sq m).

The land partly fronts Snakes Lake Lane which in turn is found off Fockbury Mill Lane and Bromsgrove Road.

The land is approximately 1.5 miles from both the villages of Dodford and Catshill and 2 miles in distance to Bromsgrove town centre.

Legal Documents:

Available at cottons.co.uk

Viewings:

External Only



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



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

LOT 4

Leasehold Vacant Three Bedroom Flat

*Guide Price: £45,000 - £50,000 (+Fees)

25 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built ground floor flat forming part of a three-storey block situated in a cul-de-sac which is located off Lichfield Street which in turn leads off Upper Church Lane (B4163).

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having gas fired central heating, majority UPVC double glazed windows and ample communal car parking located to the rear and is offered for sale in presentable condition.

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System and Stairs.

Flat 25

Hallway, Living Room (4.79m x 3.77), Kitchen (3.22m x 2.63m), Bedroom One (3.77m x 3.7m), Bedroom Two (3.17m x 3.79m max), Bedroom Three (2.86m x 2.27m) and Bathroom with Bath having shower over, wash basin and Separate WC.

Outside:

Surrounding communal gardens and ample parking area located to the rear.

Leasehold Information:

Lease Term: Commenced 18 July 1986 to 1 July 2084

Ground Rent: £60 per annum, rising to £72 per annum on 1st July 2051 for remainder of the term.

Service Charge: Refer to Legal Pack

EPC Rating: Commissioned please see Legal Pack

Council Tax Band: A

Legal Documents:

Available at cottons.co.uk

Viewings:

Please refer to Viewing Schedule.



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LOT 5**Freehold Vacant Semi-Detached House with Three Bedrooms & Garage**

*Guide Price: £140,000 - £147,000 (+Fees)

9 Eccleshall Avenue, Wolverhampton, West Midlands, WV10 6TN**Property Description:**

A traditional semi-detached house of two storey part rendered brick construction surmounted by a hipped tile clad roof providing well laid out accommodation and benefitting from part UPVC double glazed windows, gas fired central heating, three bedrooms, full length tandem garage, off road car parking and generous rear garden although the property does require modernisation and refurbishment throughout.

The property forms part of an established residential area and Eccleshall Avenue leads via Beech Road and Oxley Moor Road off Stafford Road (A449) which provides direct access to Wolverhampton City Centre lying within approximately 2 miles to the South and the M54 Motorway within 2 miles to the North.

Accommodation:**Ground Floor**

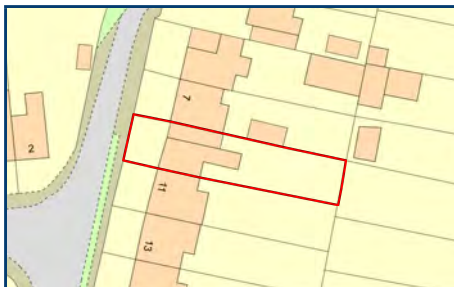
Porch, Reception Hall, Through Lounge/Dining Room: 3.86m into bay x 3.19m plus 4.00m x 4.17m, Extended Kitchen: 5.50m x 2.20m

First Floor

Stairs and Landing, Bedroom One: 4.14m into bay x 3.02m, Bedroom Two: 3.8m x 3.25m, Bedroom Three: 3.44m x 2.0m, Shower Room with glazed shower enclosure and vanity wash basin, Separate Toilet with WC

Outside:

Front: Paved forecourt providing off road car parking, Full Length Tandem Garage: 10.11m x 2.4m
Rear: Yard with stores and generous sized garden

Council Tax Band: – C**EPC Rating:** – D**Legal Documents:**Available at 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 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

Viewings – Via Cottons – 0121 247 2233



LOT 7

Freehold Vacant Mid-Terraced House with Three Bedrooms

*Guide Price: £78,000 - £82,000 (+Fees)

32 Crescent Road, Netherton, Dudley, West Midlands DY2 0NW

Property Description:

A Traditional mid-terraced house of two-storey rendered brick construction surmounted by a pitched tile clad roof offering potential for a ground floor extension to provide further living space (subject to planning consent) and benefitting from UPVC double glazed windows, gas fired central heating and three bedrooms, but requiring repair and refurbishment throughout.

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

Accommodation:

Ground Floor:

Side Entrance Hall with access to Cellarette, Front Reception Room: 3.49m x 3.46m, Dining Kitchen: 9.51m x 3.48m.

First Floor:

Stairs and Landing, Bedroom One: 3.56m x 2.76m, Bedroom Two: 3.59 x 1.55m (max),

Bedroom Three: 3.52m x 2.01m, Bathroom: 2.49m x 1.32m with panel bath, pedestal wash basin and wc

Outside:

Front: forecourt.

Rear: Brick yard, large brick store/washroom and garden.

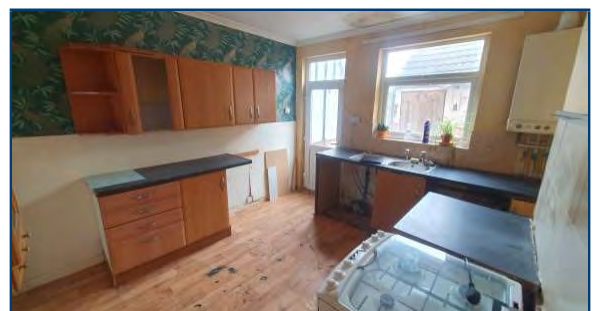
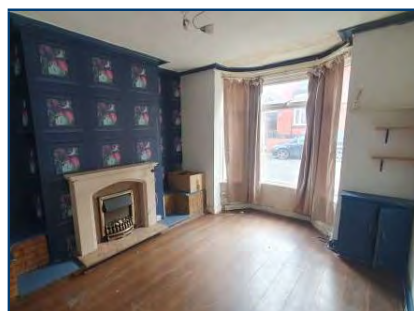
Council Tax: A

EPC Rating: D (62)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



LOT 8**Freehold Vacant Semi-Detached House with Three Bedrooms**

*Guide Price: £180,000 - £190,000 (+Fees)

112 Aldershaw Road, Yardley, Birmingham, West Midlands, B26 1HN**Property Description:**

A traditional two storey semi-detached house of brick construction, surmounted by a hipped tile clad roof with skylight, situated behind a tarmacadam forecourt and benefiting from a single storey rear extension to the kitchen, uPVC double glazing, gas fired central heating and rear garage but requiring modernisation and upgrading.

Aldershaw Road is conveniently situated within close proximity to Coventry Road (A45)) with local shops and amenities, approximately 650 metres from Swan Shopping Centre, 1.7 miles from Heartlands Hospital, 3.3 miles from Solihull Town Centre and 4.1 miles from Birmingham City Centre.

Accommodation:**Ground Floor**

Porch, Entrance Hallway, Front Reception Room (3.72 into bay x 2.97m), Rear Reception Room (3.58m x 2.97m) Breakfast Kitchen (5.02m max x 2.66m), Side passageway with WC.

First Floor

Stairs and Landing, Bedroom One (3.85m into bay x 2.85m), Bedroom Two (3.75m x 2.85m), Bedroom Three (2.1m x 1.71m), Bathroom with bath, wash basin and WC.

Outside

Front: – Tarmacadam forecourt

Rear:– Lawned garden and Brick Built Detached Garage (5.71m x 3.08m) accessed via rear service road.

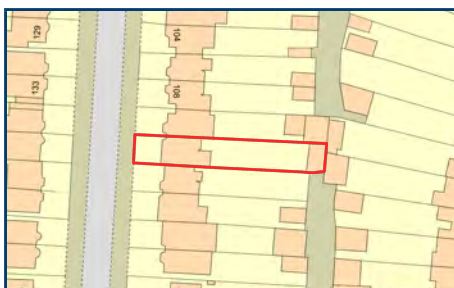
Council Tax Band – C
EPC Rating - D

Legal Documents:

Available at 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 9

Freehold Vacant Land with Potential - Circa 1.65 acres

*Guide Price: £40,000 - £47,000 (+Fees)

Land Lying to the North of, Drawbridge Road, Shirley, Solihull, Worcestershire B90 1DD

Property Description:

A parcel of freehold land, undulating and irregular in shape located between Drawbridge Road, Peterbrook Road and a section of the Worcester and Birmingham Canal which runs close to the Eastern boundary. The land is currently overgrown and unmaintained and benefits from a gated access off Peterbrook Road.

The land forms part of the popular and well regarded area of Majors Green on the outskirts of Shirley, adjacent to open countryside and is located approximately 4 miles to the west of Solihull Town Centre and a similar distance to the north-west of the M42 motorway (Junction 4).

Planning:

The land is currently classified as greenbelt, however may have potential for alternative use including leisure due to its close proximity with Birmingham and Worcester canal and all interest parties should contact the local planning department at Bromsgrove Council prior to bidding, to discuss any proposals for the site.

Total Site Area:

1.65 acres (0.67 hectares) approx.

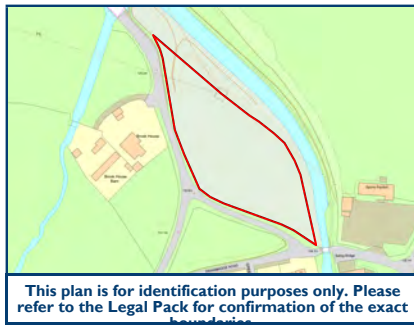
Legal Documents:

Available at www.cottons.co.uk

Viewings: External only



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



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



LOT 10

Freehold Vacant Terrace House

*Guide Price: £75,000 - £85,000 (+Fees)

14 Marholm Close, Wolverhampton, West Midlands WV9 5QY

Property Description:

A one bedroom terrace house of brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden and communal parking area. The property does require some modernisation and improvement. Marholm Close is situated off Leybourne Crescent within a modern housing estate. The property offers fantastic commuting access to the i54 commercial development along with the M54 and M6 motorways.

Accommodation:

Ground Floor

Lounge: (3.97m x 4.77m), Kitchen: (1.63m x 2.00m), Spiral Staircase

First Floor

Landing, Bedroom 1: (3.97m x 2.32m), Bathroom having panelled bath with shower over, wash basin and WC: (1.66m x 2.33m)

Outside:

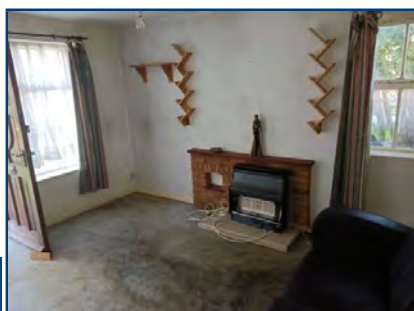
Front and Side: Lawned Garden and Communal Parking Area

Council Tax Band – A

EPC Rating – E

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

Viewings – Via Cottons – 0121 247 2233



Communal Parking Area

LOT 11
Freehold Part Vacant/Part Investment, Retail Property and Self Contained Flat

*Guide Price: £170,000 - £190,000 (+Fees)

141 Salop Road, Oldbury, West Midlands, B68 9PT

Property Description:

An end terraced property of brick construction surmounted by a pitched tile clad roof set back from Salop Road behind a tarmac forecourt providing off road parking and offering extensive accommodation comprising of a ground floor retail unit and a first floor flat with separate access, both the retail unit and flat are separately metered.

The ground floor retail unit is currently vacant and has previously been used as a hot food takeaway but may be suitable for a variety of uses subject to obtaining the correct planning.

The first floor flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £110 per week (£5,720 per annum).

The property is situated in a row of commercial units and the surrounding area is predominantly residential, Salop Road is located off Hurst Road.

Accommodation:
Ground Floor retail Unit:

Serving and Seating Area 22.27 sq m, Kitchen 33.78 sq m, Preparation Room 8.48 sq m, WC 3.53 sq m, Store Room 12.24 sq m, Shower Room 1.61 sq m,

Side Store Room 9.87 sq m, Refrigeration Room 5.16 sq m.

First Floor Flat

Having Private Side Entrance, Hallway, Living Room 4.14m x 4.42m, Kitchen 3.06m x 2.67m, Bedroom 3.35m x 4.47m, and Bathroom 1.84m x 1.86m with Bath having shower over, wash basin and WC.

Outside:

Front: Tarmac forecourt providing off road parking

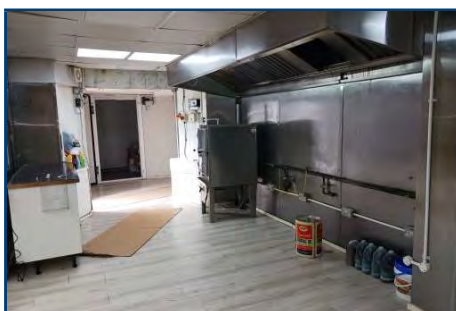
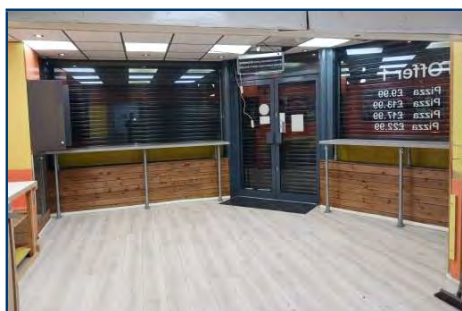
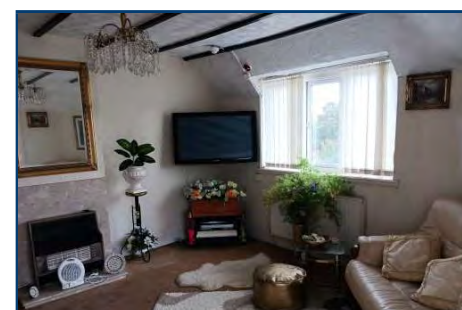
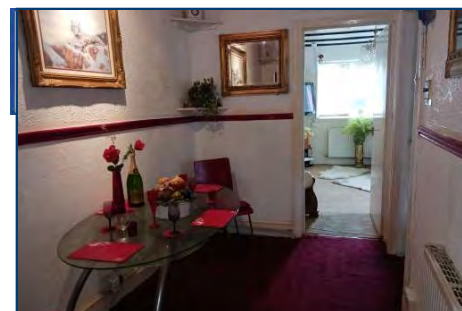
Rear and Side: Garden Areas

Council Tax Band – B

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Via Cottons – 0121 247 2233



LOT 12

Freehold Vacant Substantial Family Home with Six Bedrooms

*Guide Price: £550,000 - £580,000 (+Fees)

24 St. Agnes Road, Moseley, Birmingham, West Midlands, B13 9PW



Property Description:

A substantial three storey semi-detached house set within a large plot positioned well back from the road behind a fore garden and driveway, and forming part of the popular and sought after residential suburb of Moseley.

The property is of brick construction, surmounted by a pitched tile clad roof and offers well laid out accommodation, including three reception rooms, six bedrooms and extensive lawned gardens but is in need of refurbishment and modernisation throughout. St Agnes Road leads off Wake Green Road (B4217) conveniently within less than one mile from Moseley Village Centre which contains a wide range of retail amenities, bars, restaurants and services.

Accommodation:

Ground Floor:

Reception Hall with Cellar access (not inspected), Cloakroom with wc and wash basin, Front Reception Room: 5.10m into bay x 4.22m, Rear reception Room: 5.53m into bay x 4.24m, Dining Room: 3.34m x 3.29m, Kitchen: 3.44m x 3.20m, Rear Entrance Hall with Pantry.

First Floor:

Stairs and Landing, Toilet with wc, Bathroom: 2.34m x 1.80m with panel bath, shower enclosure and wash basin, Bedroom One: 5.12m into bay x 4.23m, Bedroom Two: 3.07m x 2.96m, Bedroom Three: 5.56m into bay x 4.26m, Bedroom Four: 4.49m x 3.42m.

Second Floor:

Stairs and Large Landing, Bedroom Five: 4.25m x 3.15m, Bedroom Six: 4.23m (max) x 4.12m, Bathroom: 4.49m x 2.02m with glazed shower enclosure, wash basin and wc.

Outside:

Front: Lawned fore garden set behind a mature hedge with driveway and parking area providing ample off road car parking.
Rear: Pedestrian side access gate to paved yard, three brick stores, paved patio and a long rear garden (overgrown).

Council Tax: G

EPC Rating: D (64)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to viewing schedule online.

Completion Date:

56 days from Exchange of Contracts



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



LOT 13
Freehold Vacant End Terraced House in Need of Repair & Refurbishment

*Guide Price: £130,000 - £145,000 (+Fees)

156 Birmingham Road, Oldbury, West Midlands B69 4EH
Property Description:

A Traditional end terraced house of two-storey rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a walled fore garden and benefitting from three bedrooms along with a garage/workshop located to the rear. The property is in need of complete refurbishment and repair throughout.

The property is located close to the junction with Blakeley Hall Road, fronting Birmingham Road (A4457) in a mixed commercial and residential area and conveniently located within approximately half a mile of Oldbury Town Centre and 1 mile from the M5 motorway (Junction 2).

Accommodation:
Ground Floor:

Porch, Reception Hall, Front Reception Room: 3.63m x 3.34m, Rear Reception Room: 3.98m x 3.30m, Extended Dining Kitchen: 6.06m x 2.49m (max) with Store, Rear Entrance Hall, Toilet with WC.

First Floor:

Stairs and Landing, Bedroom One: 3.36m x 3.14m, Bedroom Two: 3.91m x 3.30m, Bedroom Three: 2.47m x 2.35m, Bathroom: 2.11m x 1.56m with bath, wash basin and wc

Outside:

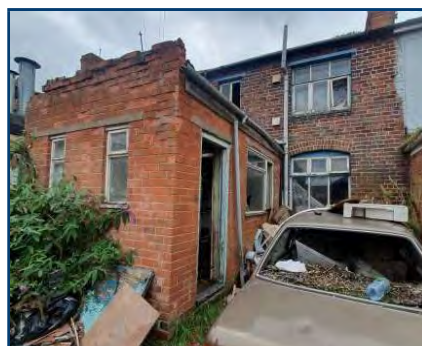
Front: Walled fore garden

Rear: Yard, garden, full width garage/workshop: 6.19m x 5.00m with rear access via a right of way from Blakeley Hall Road.

Council Tax: A
EPC Rating: Commissioned

Legal Documents: Available at www.cottons.co.uk
Viewings: Refer to viewing schedule online.

Note: All parties viewing this property must do so with utmost caution and neither the sellers or auctioneers accept any liability for any injury or harm caused.



For identification purposes only. Refer to the Legal Pack for the exact boundaries.

--- Legal Documents Online ---


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

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

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www.eigroup.co.uk 0870 112 30 40

LOT 14

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

131 Victoria Road, Stechford, Birmingham, West Midlands B33 8AN

Property Description:

A two bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Victoria Road close to the junction with Mary Road. The property is within approximately 1/4 of a mile distance from Stechford Railway Station and Stechford Retail Park

Accommodation:

Ground Floor

Entrance Porch, Lounge: (3.8x4.9m), Kitchen/Diner: (3.8x3m), Stairs

First Floor

Landing, Bedroom 1: (3.8x3m), Bedroom 2: (3.8x2m), Bathroom having panelled bath with shower over, wash basin and WC: (2.8x1.4m)

Outside:

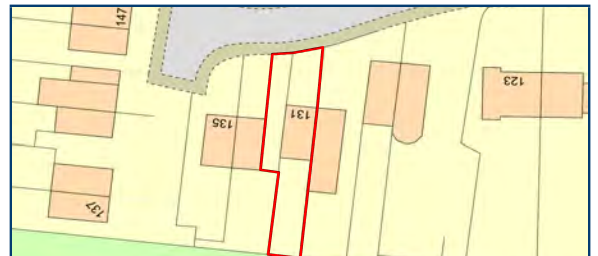
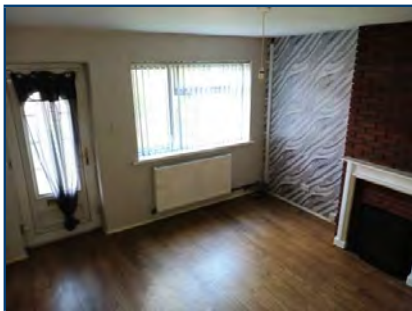
Front: Lawned foregarden and driveway
Rear: Lawned garden

Council Tax Band – B

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Via Cottons – 0121 247 2233



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

LOT 15

Leasehold Vacant Ground Floor One Bedroom Flat With Parking *Guide Price: £38,000 - £44,000 (+Fees)

Flat 116 St. Cecillas, Okement Drive, Wolverhampton, West Midlands WV11 1XE

Property Description:

A well laid out one bedroom flat located on the Ground floor of a purpose built block, benefitting from electric storage heating, part secondary glazed windows and parking. Oakment Drive is located off Graiseley Lane which in turn is found off Wolverhampton Road which gives direct access to Wolverhampton City Centre being approximately 2.5 miles in distance. The property is within walking distance to New Cross Hospital.

Accommodation:

Ground Floor: Secure Communal Entrance with lift and stair access

Flat 116

Reception Hall, Lounge (2.90m x 4.20m),

Kitchen (3.52m x 2.98m), Bedroom 1 (3.16m x 2.65m), Bathroom (2.52m x 3.41m) with a panel bath with shower over, pedestal wash basin, and wc.

Outside:

Allocated parking space

Leasehold Information

Term: A new 99 Year lease will be provided on completion.

Ground Rent and Service Charge: Refer to Legal Pack

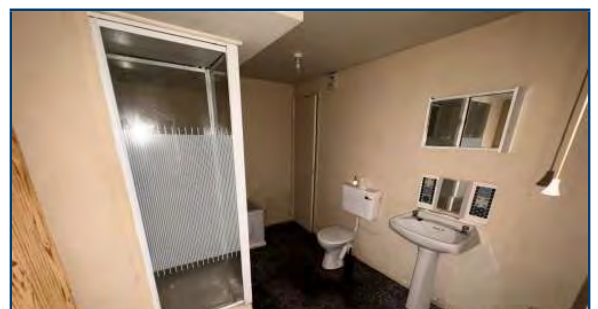
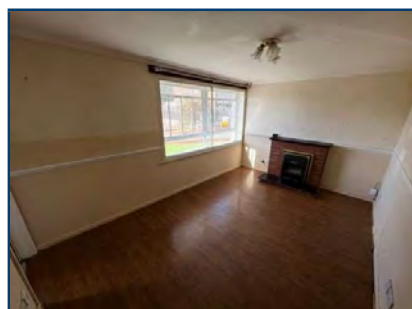
Council Tax: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 16
Freehold Investment - High Street Retail Shop and Two Flats

*Guide Price: £300,000 - £330,000 (+Fees)

37 High Street, Rowley Regis, West Midlands, B65 0DR

Property Description:

A two storey double fronted mid terraced retail shop forming part of the busy High Street located in Blackheath Town Centre and benefitting from a high level of passing trade and pedestrian foot flow. The High Street contains a wide range of both local and multiple retailers serving the surrounding densely populated residential area. Blackheath is situated approximately 2 miles to the North of Halesowen and 7 miles to the West of Birmingham City Centre. The property itself comprises of a ground floor retail shop with separate access off High Street providing access to two x 2 Bedroom first floor flats.

Tenancy Information:

Ground Floor: Currently Let to Y&B Store on a lease at a rental of £800 per calendar month (£9,600 per annum). Note: The rent will increase in April 2026 to £1,200 per calendar month (£14,400 per annum).

Flat 1: Let on an Assured Shorthold Tenancy at a rental of £800 per calendar month (£9,600 per annum).

Flat 2: Let on an Assured Shorthold Tenancy at a rental of £800 per calendar month (£9,600 per annum).

Total Current Rental Income: £28,800 per annum.

Total Rental Income from April 2026: £33,600 per annum.

Accommodation:
Ground Floor:

Retail Shop 69 sq.m with aluminium shop front and

roller shutter protection. Rear Retail Area: 48 sq.m with store room x2, shower, kitchen, sink and staff toilet. Rear Store: 14 sq.m.

First Floor: External stair access to flat accommodation with Shared Reception Hall,
Flat 1: Living Room/Kitchen (4.27m x 3.58m), Bedroom 1 (3.60m x 3.21m), Bedroom 2 (3.28m x 5.36), Bathroom with Bath W/C and Wash Basin (2.17m x 2.22m).

Flat 2: Living Room/Kitchen (5.36m x 4.24m), Bedroom 1 (4.34m x 3.12m), Bedroom 2 (2.63m x 2.86m), Bathroom with Bath W/C and Wash Basin (2.67m x 2.02m).

Outside: Rear: yard and store.

Council Tax Band – B

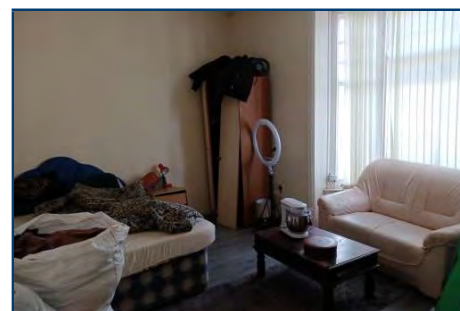
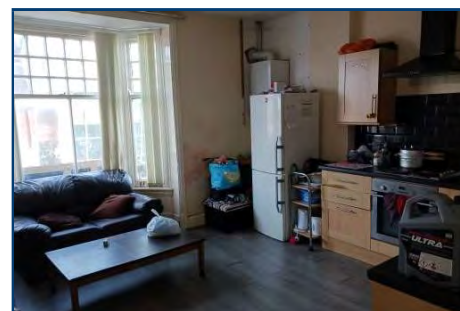
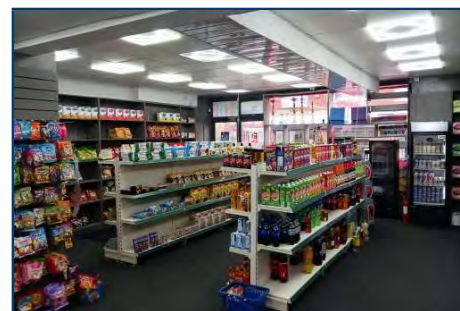
EPC Rating – Commissioned (Refer to Legal Pack)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 17

Plots 2 & 3, Rokholt, 123 New Penkridge Road, Cannock, Staffs WS11 1HN



Property Description:

A unique opportunity to purchase a prestigious and iconic period manor house known as Rokholt, built in 1884 and owned by the same family since 1938. The property is 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.

This imposing property is of three storey brick construction with multi pitched tile clad roof and is set within extensive mature grounds extending to circa 1.43 acres and offers extensive accommodation including 8 bedrooms and a ballroom, steeped in history and containing an array of architectural and character features.

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

The property requires some refurbishment and upgrading and has potential to be the most desirable single dwelling within Cannock, however it also benefits from planning permission granted by Cannock Chase District Council on 17th January 2025 under application number CH/24/093 for subdivision into two separate dwellings to comprise:

Proposed Accommodation (Plots 2 & 3)

Plot 2

Ground Floor:

Grand Entrance, Large T Shaped Reception Hall, Cloakroom with wc, Study/Office, Lounge, Formal Dining Room, Family Room with Kitchen, Dining and Lounge areas, Conservatory.

First Floor:

Gallery Stairs and Large Landing, Bedroom One with Ensuite, Bedroom Two with Ensuite, Bedroom Three, Bedroom Four and Family Bathroom.

Outside:

Extensive gardens to front and rear with car parking.

Plot 3

Ground Floor:

Reception Hall, Sitting Room, Cloakroom with wc, Utility Room, Lounge, Dining Room, Kitchen.

First Floor:

Stairs and Large Landing, Bedroom One, Bedroom Two, Bedroom Three, Family Bathroom.

Outside:

Generous gardens to front and rear with car parking

Services: It is believed that all main services are available 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.

Existing Accommodation

Ground Floor:

Grand Entrance, Large T Shaped Reception Hall, Ballroom: 10.21m x 7.34m, Orangery: 8.69m x 2.39m, Sitting Room: 7.4m x 4.87m opening to Library: 6.64m x 4.85m, Snug: 4.89m x 4.6m, Inner Hallway, Washroom with basin, Toilet with wc, Cellar with Hallway and Two Rooms: 7.0m x 5.21m, Kitchen One: 4.95m x 3.05m, Kitchen Two: 5.04 x 3.98m, Dining Room: 6.15m x 5.28m, Boot Room: 2.94m x 2.47m, Scullery: 3.71m x 3.65m, Back Stairs Hallway.

First Floor:

Gallery Stairs and Landing: 9.52mx 2.75m (max), Bedroom One: 7.36m x 4.89m,

Bedroom Two: 6.72m x 4.90m with Ensuite Shower Room: 2.39m x 2.36m, Bedroom Three: 4.9m x 3.89m with Ensuite Shower Room: 2.27m x 2.36m, Bedroom Four: 4.94m x 4.24m, Family Bathroom: 4.0m x 2.44m, Inner Landing, Bedroom Five: 3.67m x 5.84m, Shower Room: 3.36m x 2.36m, Bedroom 5.0m x 3.05m, Bedroom Seven: 6.13m x 5.26m, Box Room: 3.7m x 1.21m.

Second Floor:

Stairs to Bedroom Eight: 5.88m x 3.39m, Former Bedroom with wc: 3.36m x 3.34, Stairs to Loft Room

Outside:

Front: Impressive gated access to a lawned fore garden with mature screening from New Penkridge Road having large gravelled parking area, brick built Garage and Workshop: 7.59m x 3.7m
Side/Rear: Enclosed brick paved Courtyard, two brick stores and toilet, covered yard area with access to boiler room, paved patio, tennis lawn and extensive lawned gardens with mature trees and bushes.

Site Area: The plot extends to 1.43 acres (5,800 sq.m) or thereabouts

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

Council Tax Band: H

EPC Rating: Refer to Legal Pack

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

Completion Date: 56 days from Exchange of Contracts

Auction Block Viewings:

(Conducted by Boot & Son - 01543 505 454)

Thursday 16 October 2025 at 11:00 am

Monday 20 October 2025 at 11:00 am



Freehold Vacant Detached Period Manor House with Consent to Subdivide into Two Dwellings
*Guide Price: £940,000 to £970,000 (+Fees)



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries and any changes may subsequently change the quoted site area.

LOT 18

Freehold Building Plot - Consent for a Six Bedroom Detached House

*Guide Price: £480,000 to £520,000 (+Fees)

Plot 1, Rokholt, 123 New Penkridge Road, Cannock, Staffs, WS11 1HN



Property Description:

A opportunity to purchase a superbly located residential 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 0.446 acres (1,806 sq. m.) and comprises of former garden land situated to the west of Rokholt and benefits from planning consent for erection of a six bedroom executive dwelling house with private driveway access leading directly from New Penkridge Road.

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 2½ storey detached dwelling house to comprise:

Proposed Accommodation

Ground Floor: Reception Hall, Study/Snug, Lounge, Rear Family Room comprising of Kitchen, Living and Dining Area, Utility Room, Cloakroom with wc, Double Integral Garage

First Floor: Stairs and Landing, Bedroom One (Master) with Dressing Room and Ensuite Bath/Shower Room with wc, Bedroom Two with Dressing Room and Ensuite Shower Room, Bedroom Three with Ensuite Shower Room,

Bedroom Four, Bedroom Five, Family Bath/Shower Room with wc.

Second Floor: Stairs and Landing, Bedroom Six, Store, Shower Room and Office

Outside:

Front: Lawned Foregarden and Driveway leading off New Penkridge Road
Rear: Patio, extensive landscaped garden with a large established pond.

Total Site Area: 0.446 acres (1,806 sq m)

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 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 1) 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

Completion Date: 56 days from Exchange of Contracts

Auction Block Viewings:

(Conducted by Boot & Son - 01543 505 454)
Thursday 16 October 2025 at 11:00 am
Monday 20 October 2025 at 11:00 am



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LOT 19

Leasehold Investment Opportunity, Six Workshop/Units *Guide Price: £70,000 - £78,000 (+Fees)

Units 3 - 8, Acorn Small Firms Centre, Ablewell Street, Walsall, West Midlands WSI 2EG

Property Description:

A three story property of brick construction surmounted by a tiled roof approached via a vehicular access over the petrol station fronting Ablewell Road. The property is currently arranged as six workshop/offices. The two ground floor units (3 & 4) have their own private entrance accessed from the front of the building, unit 6 also has a private access from Balls Street.

The property is situated in Walsall Town Centre and Ablewell Street is located off both Bridge Street and Warewell Street. 5 of the six units are currently let and a schedule of rents are detailed below.

Schedule of Tenancies:

Unit 3: Holding over at a rental of £2,600 pa

Unit 4: Vacant

Unit 5: Let on a 1 year Lease at a rental of £2,400pa

Unit 6: Holding over at a rental of £2,990 pa

Unit 7: Holding over at a rental of £2,400 pa

Unit 8: Holding over at a rental of £2,600 pa

Total Current Rental: £12,990 pa

Potential Rental when Fully Let: circa £15,500 p.a.

Leasehold Information:

Term: 60 years from 30 April 1985

Ground Rent: £50 per annum rising during the term.

Service Charge: Refer to legal pack

Accommodation:

Ground Floor

Communal Entrance and Stairs

Unit 3 - 394 sq.ft (Having Private Entrance)

Unit 4 - 343 sq.ft (Having Private Entrance)

First Floor

Communal Hallway with wc

Unit 5 - 394 sq.ft

Unit 6 - 343 sq.ft (Having additional Private Entrance Off Bull Street)

Second Floor

Communal Hallway with wc

Unit 7 - 394 sq.ft

Unit 8 - 343 sq.ft



EPC Rating:

Unit 3: E, Unit 4: D, Units 5-8: D

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Access for Unit 6 off Bull St

LOT 20

Freehold Vacant Lock Up Garage in Popular Development *Guide Price: £7,000 - £10,000 (+Fees)

Garage 7, Seymour Gardens, Sutton Coldfield, West Midlands B74 4ST

Property Description:

A single Garage of brick construction with corrugated sheeted roof located in a well maintained tarmacadamed garage yard in a well regarded development known as Seymour Court which is located directly off Crown Lane which in turn leads between Walsall Road (A454) and Streetly Lane (B4151) close to the edge of Sutton Park.

The Garage is approached via a private roadway leading through the apartment development to a communal yard and benefits from an electricity supply providing an electric fob operated up and over door, electric sockets and lighting.

Garage Dimensions: 5.24m x 2.60m

Legal Documents: Available at

www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 21
Freehold Detached House - 5 Self Contained Flats

*Guide Price: £350,000 (+Fees)

By Instruction of The LPA Receivers
59 Sandon Road, Edgbaston, Birmingham, West Midlands, B17 8DT

Property Description:

A three storey, detached property of rendered brick construction surmounted by a tiled roof and set back from the road behind a fore garden providing off road parking. The property has been formally converted to provide 5 self-contained flats (Ref: 19037001 and dated 27/06/1963), each flat is separately metered for electric. The flats benefit from having gas fired central heating and part UPVC double glazing however do require modernisation and improvement works.

The property is located on Sandon Road close to the junction with Hagley Road which is approximately within 1.5 miles distance from Birmingham City Centre and within walking distance to Bearwood High Street.

Accommodation:
Ground Floor

Communal Hallway giving access to stairs

Flat 1 Entrance Hallway, Lounge/Bedroom: 5.71m x 3.96m, Kitchen: 4.03m x 1.63m and Bathroom: 1.91m x 1.47m, having panel bath with shower over, wash basin and WC.

Flat 2 Entrance Hallway, Lounge: 4.25m x 3.94m, Bedroom: 3.64m x 3.97m, Kitchen: 2.64m x 1.43m, and Bathroom: 1.89m x 2.40m having panel bath with shower over, wash basin and WC

First Floor

Flat 3 Entrance Hallway, Lounge: 3.56m x 3.61m, Bedroom: 4.26m x 3.97m, Kitchen: 2.63m x 1.66m and Bathroom: 2.05m x 1.67m having panel bath with shower over, wash basin and WC

Flat 4 Entrance Hallway, Lounge: 2.81m x 5.43, Bedroom: 3.99m x 2.35m, Kitchen: 2.56m x 1.41m and Bathroom: 2.36m x 1.50m having panel bath with shower over, wash basin and WC

Second Floor

Flat 5 Entrance Hallway, Lounge: 4.08m x 3.98m, Bedroom: 3.44m x 2.42m, Kitchen: 2.99m x 1.36m and Bathroom: 2.39m x 2.04m having panel bath with shower over, wash basin and WC

Outside:

Front Foregarden providing off road parking

Rear Communal gardens with brick built store housing hot water boiler

Council Tax Band – Flats 1-5: A
EPC Rating:

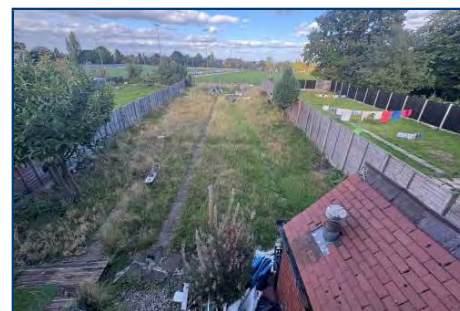
Flats 1-4: E

Flat 5: F

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



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



Flat 5



Flat 3

LOT 22

Freehold Investment - Three Bedroom Mid-Terraced House *Guide Price: £160,000 - £180,000 (+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

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 23

Freehold Building Plot with Outline Planning For Two 3 Bed Detached Houses *Guide Price: £160,000 - £175,000 (+Fees)

Land To The R/O 318-320 Brook Lane, Billesley, Birmingham, West Midlands B13 0TH

Property Description:

A Freehold Parcel of land extending to a site area of approximately 0.25 acres (995.79 sq.m) located to the rear of 318-326 Brook Lane and accessed off Malton Grove. The land benefits from Outline Planning Permission for the erection of two detached three bedroom properties. Brook Lane is approximately within half a miles distance from Kings Heath High Street which provides a wide range of shops and amenities, and 1.8 miles from King Edward VI Camp Hill School.

Planning:

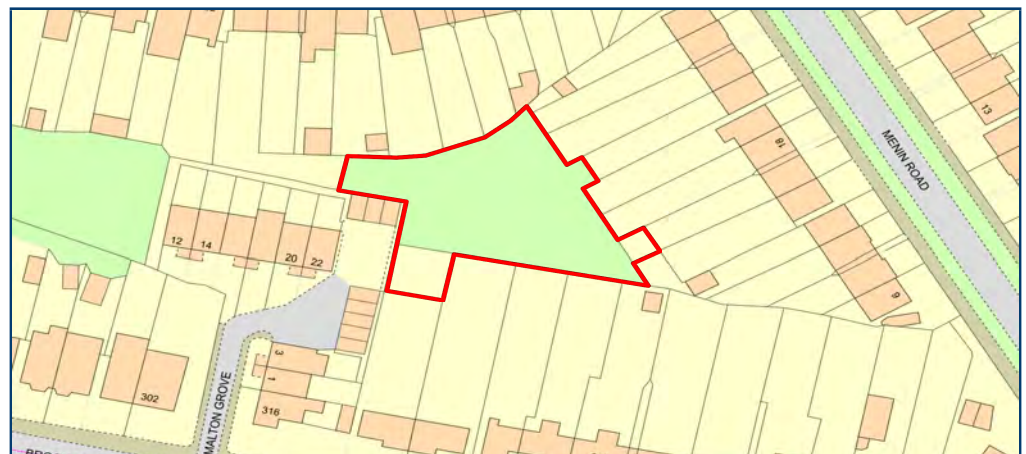
Outline Planning consent was granted by Birmingham City Council (Ref: APP/P4605/W/24/3355180) and dated 3rd April 2025 for the erection of 2 detached (3 bedroom, double storey) self build dwellings and associated landscaping and carparking to accommodate electric vehicles.

Legal Documents

Available at www.cottons.co.uk

Viewings

External Only



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



Proposed Site Layout Plan

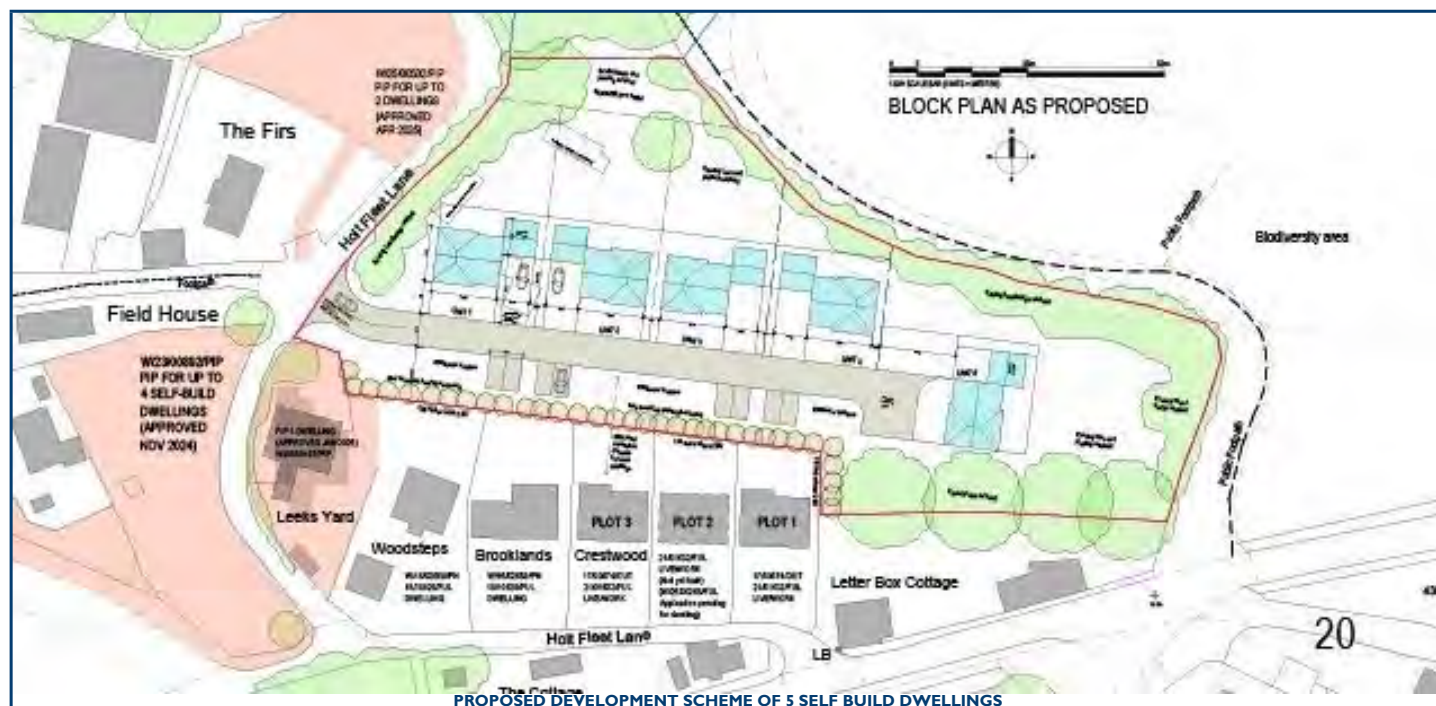


LOT 24

Freehold Development Land – Consent for 5 Self Build Dwellings

*Guide Price: £690,000 - £730,000 (+Fees)

Development Land at Holt Fleet Lane, Holt Heath, Holt Fleet, Worcestershire, WR6 6NW



Property Description:

A parcel of freehold land, irregular in shape and extending to an area of 1.93 acres (7,840 sq m) situated in the Worcestershire village of Holt Fleet and benefitting from a planning permission in principle for development of up to five self-build dwellings. The site is located to the east side of Holt Fleet Lane currently partially wooded and containing a mix of timber and brick outbuildings, areas of hardstanding and open land, surrounded by a range of residential dwellings, including a new similar development to the south of the site.

Holt Fleet comprises of a small village located approximately five miles to the south of Stourport-on-Severn and six miles to the North from the city of Worcester. The site has vehicular access directly onto Holt Fleet Lane which in turn leads off Holt Fleet Road (A4133) and provides direct access to Schoolbank (A449) located in the village of Ombersley, being approximately 1 mile to the east.

Planning

Planning consent was granted by Wychavon District Council (Reference: W/25/01275/PIP) and dated 4th August 2025 for permission in principle to build up to five self-build dwellings. Plans contained in the planning application detail the construction of five dwellings with the following proposed accommodation:

Ground Floor:

Reception Hall, Study, Cloaks Cupboard, Toilet with wc, Snug, Open Plan Living Room, Dining Room, Kitchen and Utility Room.

Gross Internal Area: 98.2 sq m

First Floor:

Stairs and Landing, Bedroom One with Ensuite, Bedroom Two with Ensuite, Bedroom Three, Bedroom Four and Family Bathroom.

Gross Internal Area: 98 sq m

Outside:

Front and Rear Gardens, Car Parking and Garage with Gross Internal Area: 36 sq m

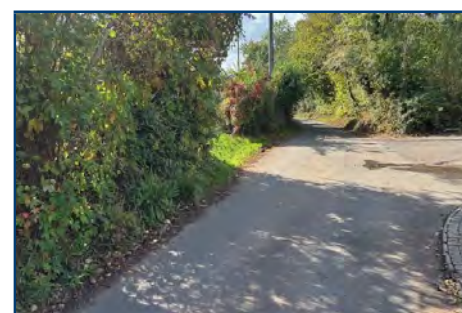
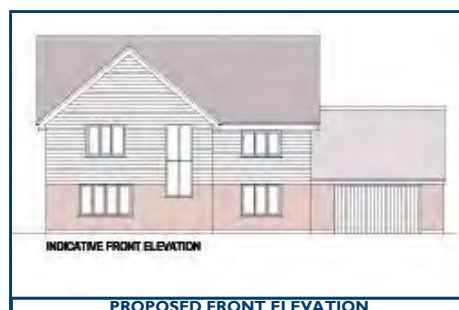
Total Gross Internal Area: 232 sq m

Note: A copy of the planning consent and associated plans and documents are available from the Wychavon District Council website.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 25

Leasehold Investment - Modern Fourth Floor Apartment

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

Apartment 128, Hemisphere, 15 The Boulevard, Birmingham, West Midlands, B5 7SU



Property Description:

A modern fourth floor apartment contained within a seven storey block and forming part of the Edgbaston Mill Development, constructed by Redrow Homes in 2006.

The property provides well laid out accommodation benefiting from balcony area, double glazing, good quality fittings, secure communal areas with lift access and allocated parking space.

The development is located within Edgbaston on the outskirts of Birmingham City Centre and is situated directly opposite Edgbaston Cricket Club, alongside Cannon Hill Park.

The property is currently let on an Assured Shorthold Tenancy at a rental of £900 per calendar month (£10,800 Per Annum),

Accommodation:

Ground Floor

Communal Entrance and Reception with lift access.

Fourth Floor

Entrance Hall, Open Plan Living/Dining Kitchen: 6.65m x 3.57m, with wooden effect flooring, contemporary wall and base units with integrated appliances including dishwasher, oven, hob, extractor and fridge freezer, double glazed door providing access to balcony, Double Bedroom: 3.53m x 4.10m, Bathroom: 2.19m x 1.93m with contemporary suite comprising panel bath with shower over, wash basin and wc.

Outside:

Communal grounds and allocated parking space in secure underground car park.

Leasehold Information:

Lease Term: 150 years (less 3 days) from 28th December 2000.

Ground Rent & Service Charge: Refer to Legal Pack.

Council Tax Band – C

EPC Rating – B

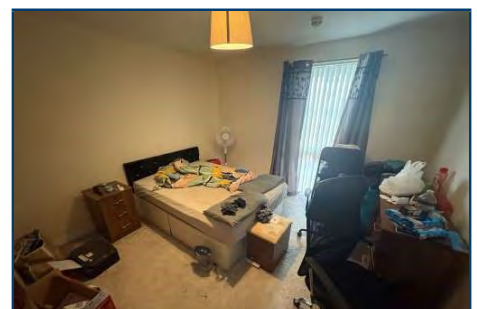
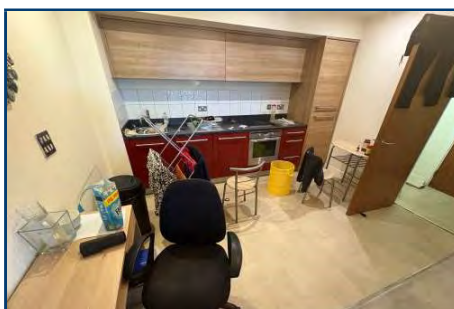
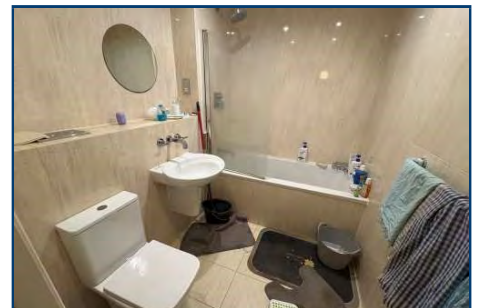
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note:

The development failed an 'EWS1' assessment in April 2020 due in principal to defective external cladding and subsequently the development was accepted onto the government's Building Safety Fund. It has now been reported that Hemisphere's application has been successful and full funding of just over £15.6m has been awarded, and works have commenced.



LOT 26
Leasehold Investment - Modern First Floor Apartment

*Guide Price: £85,000 - £95,000 (+Fees)

Apartment 117, 50 Sherborne Street, Birmingham, West Midlands, B16 8FN

Property Description:

A modern first floor one-bedroom apartment contained within a four storey block and forming part of the Ulysses development within the prestigious Jupiter complex.

The property provides well laid out accommodation benefiting from an EVSI certificate, double glazing, good quality fittings, secure communal areas with lift access.

The development is located within Birmingham City centre on Sherborne Street which in turn is found off Grosvenor Street West and the property is within walking distance of Broad Street.

The property is currently let on an Assured Shorthold Tenancy at a rental of £875 per calendar month (£10,500 Per Annum).

Accommodation:
Ground Floor

Communal Entrance and Reception with lift access.

First Floor

Entrance Hall, Open Plan Living/Dining Kitchen: 8.02m x 3.19m, with wooden effect flooring,

contemporary wall and base units with integrated appliances, Double Bedroom: 2.70m x 4.31m, Bathroom: 2.01m x 2.12m with contemporary suite comprising panel bath with shower over, wash basin and wc.

Outside:

Communal grounds

Leasehold Information:

Lease Term: 125 years from 1st March 2004

Ground Rent & Service Charge: Refer to Legal Pack.

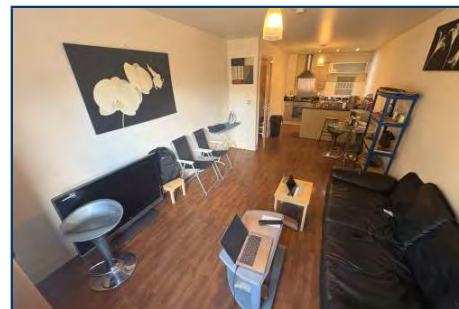
Council Tax Band – C

EPC Rating – B

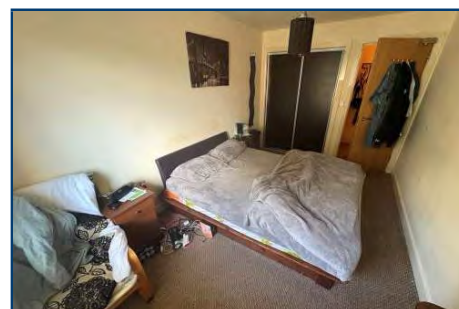
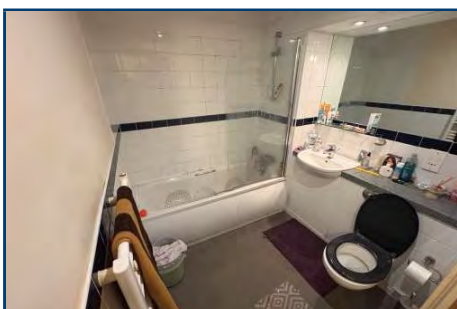
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Communal Gardens



LOT 27

Freehold Vacant Detached House with Three Bedrooms

*Guide Price: £250,000 - £270,000 (+Fees)

159 Lichfield Road, Four Oaks, Sutton Coldfield, West Midlands, B74 2UU



Property Description:

A traditional detached house of rendered brick construction, surmounted by a pitched tile clad roof offering well laid out accommodation and benefitting from gas fired central heating, UPVC double glazed windows, three bedrooms and off road car parking.

The property is offered for sale by the Church Council of Four Oaks Methodist Church and is registered as Grade II Listed due to it being currently within the curtilage of the Church.

The property forms part of the popular and most sought after residential suburb of Four Oaks, conveniently within less than a mile from Mere Green Centre which provides access to a wide range of retail amenities, restaurants, bars and services, and furthermore is within approximately two miles from Sutton Coldfield Town Centre.

Accommodation:

Ground Floor:

Entrance Porch: 2.74m x 1.51m, Entrance Hall, Front Reception Room: 3.95m x 3.36m plus bay window, Rear Reception Room: 3.96m x 3.96m, Kitchen: 3.99m x 3.72m with a range of fitted units.

First Floor:

Stairs and Landing, Bedroom One: 3.98m x 3.37m, Bedroom Two: 3.96m x 3.96m, Bedroom Three: 3.97m x 3.75m (max), Bathroom: 1.76m x 1.51m with panel bath having electric shower over, pedestal wash basin and wc.

Outside:

Front: Lawned fore garden and gravelled driveway providing off road car parking, pedestrian side access to rear
Rear: Enclosed concrete yard.

Council Tax: D

EPC Rating: D (59)

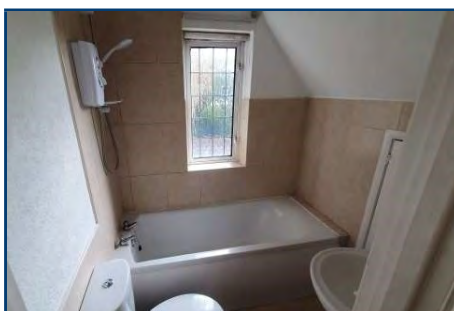
Legal Documents:

Available at www.cottons.co.uk.

Completion Date:

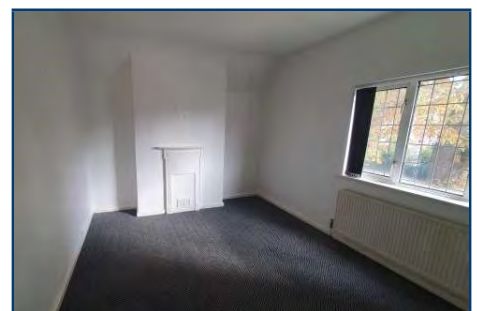
56 days from Exchange of Contracts.

Harveys
of MERE GREEN



Viewings:

Refer to viewing schedule online.



LOT 28
Leasehold Vacant Studio Flat in Sought After Location

*Guide Price: £67,000 - £72,000 (+Fees)

68 Ebourne Close, Kenilworth, Warwickshire CV8 2QL
Property Description:

A first-floor studio flat set within a purpose built two storey development with a pitched tile roof. The property is in need of updating throughout. Benefiting from electric heaters and uPVC double glazing.

Ebourne Close is situated in a convenient location off Farmer Ward Road within the highly regarded market town of Kenilworth, approximately 160 metres from Kenilworth Train Station, 630 metres from Kenilworth Town Centre and 5.1 miles from Coventry City Centre.

Accommodation:
Ground Floor

Communal Entrance, Stairs and Landing.

First Floor

Open Plan Living Room/Bedroom (4.48m x 2.69m) and Kitchen Area (2.63m x 1.8m), Dressing Area and Shower Room with shower cubicle, wash basin and WC.

Outside: Parking Space.

Leasehold Information

Term: 120 years from 25th December 1981.

Ground Rent: Please refer to legal pack.

Service Charge: The development is managed by First Port. Please refer to the legal pack for service charges payable.

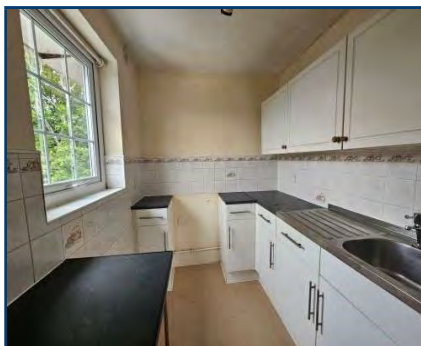
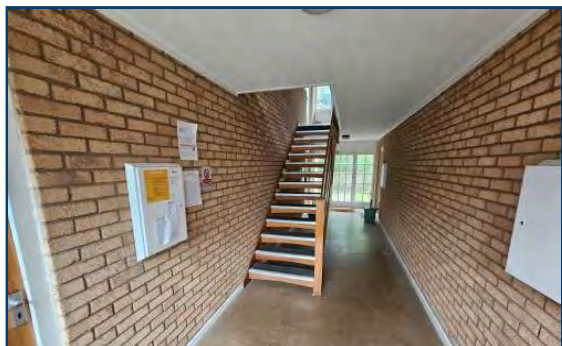
EPC Rating: E

Council Tax Band: A

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



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 CHARTERED SURVEYORS

LOT 29

Long Leasehold (999 Years) Vacant Industrial Unit 8,462 sq ft (786.15 sq m)
 *Guide Price: £500,000 - £550,000 PLUS VAT (+Fees)

Unit 4, Arden Business Centre, Arden Road, Alcester, Warwickshire, B49 6HW



Property Description:

A modern industrial and warehouse unit set back from the road behind a forecourt parking area situated in a well-established business park. The property offers a spacious and versatile layout, ideal for a range of commercial uses, with high eaves, open-plan warehouse space, and integral mezzanine accommodation along with W/C's and Kitchenettes on the ground floor. The ground floor ceiling height is 2.55m and the 1st-floor eaves height of 3.15m and the apex height of 4.7m approx (Without the mezzanine eave heights are 6.1m and apex of 7.7m). Arden Business Centre is located on Arden Road situated near the A435, providing direct access to Birmingham and the M42, and additionally provides easy links to Stratford-upon-Avon, Coventry, and the M40 via the A46.

Accommodation:

Leasehold Information:

Term: 999 years from 30 November 2011

Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Please Note:

Completion will be twelve weeks following exchange of contracts.

Accommodation: Gross Internal Area 8,462 sq ft (786.15 sq m)

Ground Floor

Open plan warehouse space (currently split with partition walling), Office, Kitchen, WC x2,

First Floor Mezzanine

Open plan warehouse space (currently split with partition walling).

Outside:

Front: Forecourt parking with roller shutter access

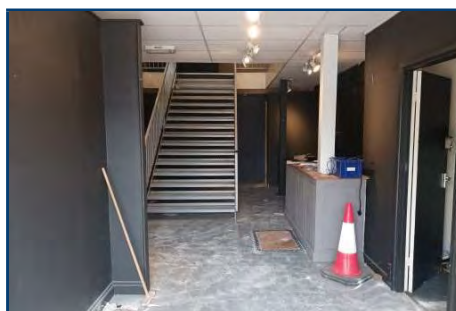
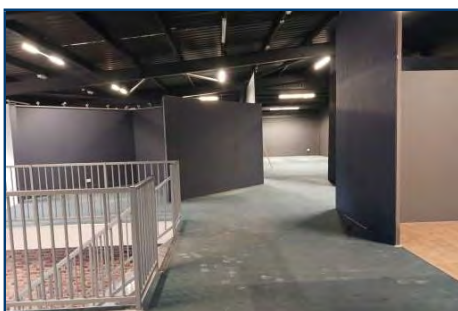
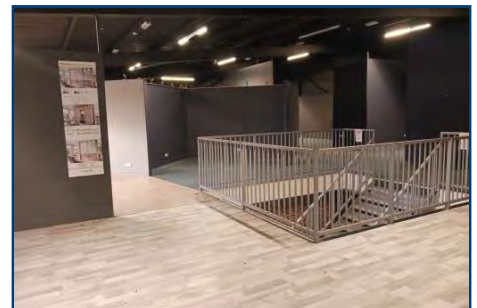
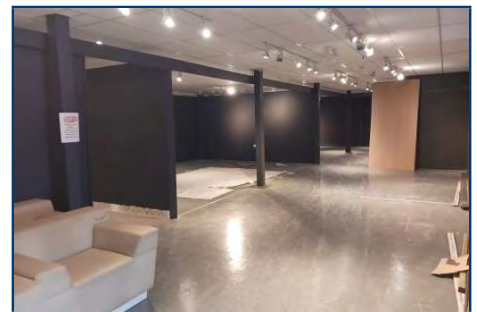
Council Tax Band – N/A

EPC Rating – E

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 30
Freehold Vacant Substantial Double Fronted Office Building with Potential

*Guide Price: £130,000 - £150,000 (+Fees)

6 Hallcourt Crescent, Cannock, Staffordshire, WS11 0AB

Property Description:

A substantial two storey commercial premises of traditional brick wall construction surmounted by a pitched slate clad roof, currently used as offices and located in a popular mixed residential/commercial area. Hallcourt Crescent leads directly off Walsall Road (A34), approximately 500 metres south of Cannock town centre which offers a good range of retail, leisure, cultural and transport facilities including a railway station and is conveniently located for ease of access to the M6, M6 Toll motorway and M54 together with the A5 Trunk Road. Cannock has recently been granted £20M by the Government Levelling Up Fund towards regeneration of the town centre and the recent McArthur Glen retail development has contributed significantly to the town.

Planning

The property is currently used as offices, but is suitable for alternative uses, subject to planning permission being obtained. Prospective purchasers are advised to contact Cannock Chase District Planning Authority regarding any proposals they have.

Accommodation:
Ground Floor

Recessed Entrance Porch, Entrance Hall, Office One 4.5m x 5.4m (excluding bay window), Office Two 4.58m x 4.4m, access to Cellar arranged in two compartments 4.4m x 4.5 (overall dimensions)

First Floor

Landing area providing access to Office Three 4.6m x 5.4m with partitioned Kitchen Area, Office Four 4.5m x 4.46m, Toilet with w.c. and wash hand basin.

Outside:

Open tarmacadam forecourt providing off road parking for approximately 5 private motor vehicles.

Services

It is understood that mains water, drainage, electricity and gas are connected, but all prospective purchasers should satisfy themselves in this respect.

EPC Rating: D (95)
Legal Documents:

Available at www.cottons.co.uk

Auction Block Viewings:

(Conducted by Boot & Son - 01543 505 454)

Friday 10th October 11am

Saturday 11th October 11am

Friday 17th October 11am

Monday 20th October 11am



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



LOT 31

Freehold Vacant Three Bedroom House

*Guide Price: £150,000 - £160,000 (+Fees)

10 New Swan Lane, West Bromwich, West Midlands B70 0NS

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating, however does require some modernisation and improvement. The property is situated on New Swan Lane which is found of the Black Country New Road (A41) in-between the junctions of Cygnet Road and Bilhay Lane.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Front Reception Room: (3.98x3.80m), Rear

Reception Room: (3.23x3.80m), Kitchen:(4.69x1.50m), Store and Stairs,

First Floor

Bedroom 1: (4.18 x 2.95m), Bedroom 2: (3.38 x 1.80m), Bedroom 3: (2.22 x 2.07m), Shower Room having shower cubicle, wash basin and WC: (3.04 x 1.98m)

Outside:

Front: Walled foregarden

Rear: Lawned garden with brick built store

Council Tax Band – B

EPC Rating E

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

Viewings – Via Cottons – 0121 247 2233



LOT 32

Freehold Vacant Three Bedroom Extended Terrace House

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

13 Birchwood Crescent, Balsall Heath, Birmingham, West Midlands B12 8BN

Property Description:

A three bedroom extended end terrace house of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having Upvc double glazing and gas fired central heating. Birchwood Crescent is located off Dennis road which in turn is found of Anderton Park road. The property is approximately 1 mile in distance to the Stratford Road which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Lounge (3.42m x 3.51m), Dining room (5.36m x 3.51m), Kitchen (2.69m x 3.42m), Inner Lobby, Shower Room (1.52m x 1.81m) having shower cubicle, wash basin and WC.

First Floor:

Bedroom 1 (3.42m x 3.50m), Bedroom 2 (3.45m x 2.59m), WC, Bedroom 3/Box Room (2.23 x 1.79m).

Outside:

Rear: Paved Garden

Council Tax Band – A

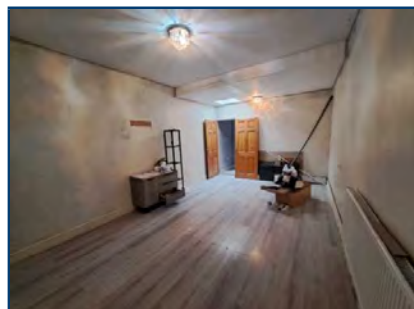
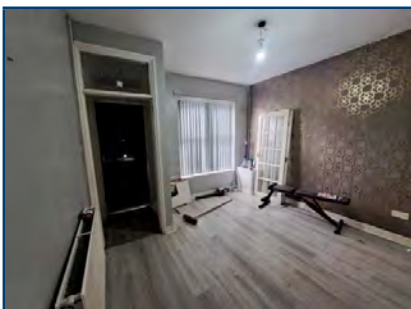
EPC Rating – D

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 33
Freehold Vacant End Terraced House with Parking and Large Workshop

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

174 Milcote Road, Bearwood, Smethwick, West Midlands, B67 5BP

Property Description:

A Traditional end-terraced house of two-storey brick construction surmounted by a pitched replacement tile clad roof having two bedrooms and requiring refurbishment and modernisation throughout. The property occupies a large plot which includes a secure gated driveway with ample off road car parking along with a large garage/workshop. The property is therefore ideally suited to either an owner occupier requiring work from home potential, or an investor whereby the property could be let as separate dwelling and workshop unit.

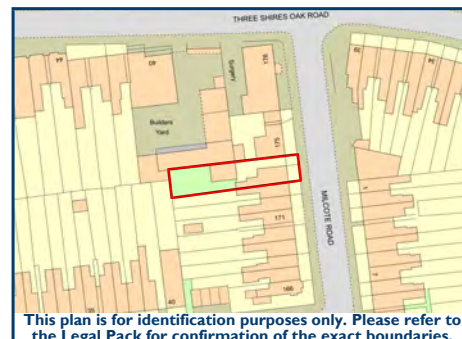
Rear: A block and built Garage/Workshop: 7.21m x 4.42m with inspection pit, Brick Store: 2.14m x 1.41m, Toilet with wc, Garden with remnants of several brick stores.

Council Tax: B

EPC Rating: Commissioned

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

Viewings: Refer to viewing schedule online.



Milcote Road forms part of the popular Bearwood area and is located directly off Three Shires Oak Road (B4182) within approximately 500 metres from Bearwood Road, which provides access to a wide range of retail amenities and services.

Accommodation:
Ground Floor:

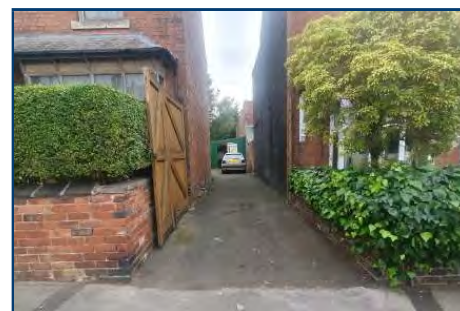
Reception Hall, Front Reception Room: 3.9m into bay x 3.1m, Inner Hall, Cellar: 4.56m x 3.13m, Rear Reception Room: 4.49m x 3.67m, Kitchen: 2.94m max x 2.56m

First Floor:

Stairs and Landing, Bedroom One: 4.57m x 3.28m, Bedroom Two: 4.49 x 3.65m intercommunicating with Bedroom Three/Potential Bathroom: 2.96m x 2.63m

Outside:

Front: Walled fore garden, secure gated full length tarmacadamed driveway leading to rear providing off road car parking for three cars



LOT 34

Freehold Vacant Property containing Four Self Contained Flats

*Guide Price: £180,000 - £190,000 (+Fees)

99 Park Road, Peterborough, Cambridgeshire, PE1 2TR



Property Description:

A substantial two storey semi-detached former dwelling house of brick construction, surmounted by a pitched tile clad roof, set back from the road behind a forecourt, currently owned by a Housing Association and which has had a long established conversion into four self-contained flats. All flats have separate meters and provide well laid out accommodation, some benefitting from UPVC double glazed windows and gas fired central heating but requiring modernisation and some repair.

Park Road forms part of an established residential area and is conveniently situated approximately 600 metres from Peterborough City Centre which provides access to a wide range of local retail amenities and services, 820 metres from Peterborough Train Station and 1.7 miles from Peterborough City Hospital.

Accommodation:

Ground Floor

Communal Areas: With secure Entrance Hallway, Stairs and Landing.

Flat 1: Hallway, Living Room, Kitchen, Bedroom, Bathroom with bath and WC. Gross Internal Area – 47.7 sq. metres. EPC Rating: D.

Flat 2: With private side entrance to Hallway, Living Room, Kitchen, Bedroom, Bathroom with bath, wash basin and WC. Gross Internal Area – 49.82 sq. metres. EPC Rating: C (described as Flat 99b).

First Floor

Flat 3: Hallway, Living Room, Kitchen, Bedroom, Bathroom with bath and WC. Gross Internal Area – 48.63 sq. metres. EPC Rating: C.

Flat 4: Hallway, Living Room, Kitchen, Bathroom with bath, and Separate WC. Gross Internal Area – 54.6 sq. metres. EPC Rating: D.

Outside:

Front – Forecourt

Rear – Garden. The use of the garden shall be shared with 101 Park Road and 103 Park Road. A service charge shall be payable to Amplus Housing Association who shall be responsible for its maintenance. Please refer to the legal documents for further information.

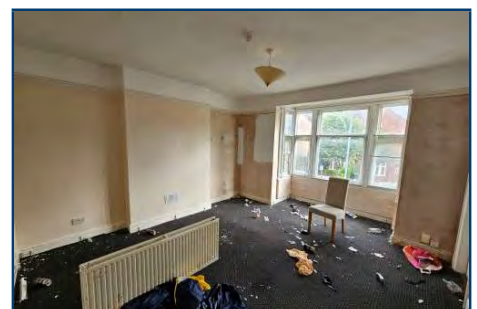
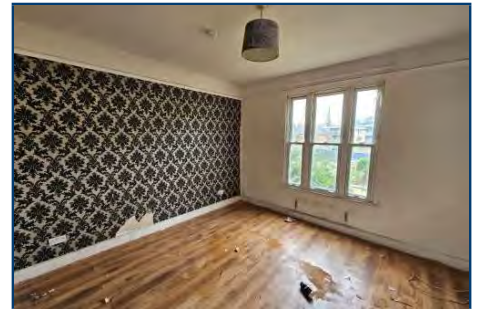
Council Tax Bands – All Band A.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule Online



LOT 35
Freehold Vacant Detached Three Bedroom Chalet

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

Top Field, 26 Severnside, Highley, Bridgnorth, Shropshire, WV16 6NU

Property Description:

A Freehold vacant detached 3 bedroom chalet situated in an attractive rural location set back behind a lawned foregarden, decking area and gravelled driveway providing off road parking for numerous vehicles, the property is located within a community of similar properties. The property benefits from having UPVC double glazed windows and doors, electric heating and is offered for sale in a presentable condition throughout. The property has no occupancy restrictions so may be suitable for a family residence or buy to let (Air bandb). Highley is situated within 7 miles from the market town of Bridgnorth and the property is within walking distance to Highley Train Station located on the Severn Valley Railway.

Accommodation:

Lounge Area (4.13m x 4.64m) with double glazed patio door providing access to decking area, Kitchen Area (2.85m x 1.81m), Bedroom 1 (3.60m x 1.72m), Bedroom 2 (3.06 x 2.29m), Bedroom 3 (2.67m x 1.67m), Bathroom (1.79m x 1.68m) having panel bath with shower over, wash basin and wc.

Outside:

Front: Lawned foregarden, decking area and gravelled driveway providing parking

Rear: Garden area, store x 2 (currently housing washing machine, tumble dryer and freezer).

Council Tax Band – A

EPC Rating – E

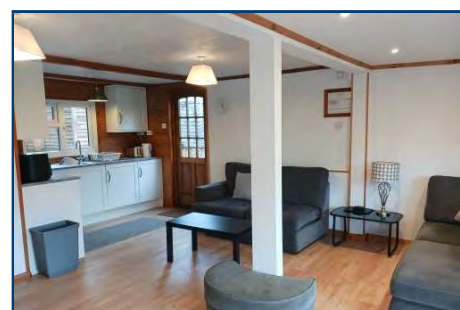
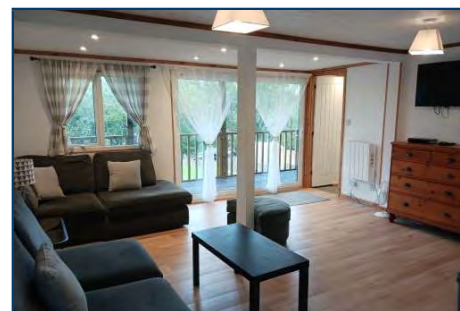
Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Directions:

Enter Highley Train Station car park off Station Road and carry on, pass the Signal House on the left, then pass the green oil drums on the left, pass the no entry sign and carry on up the right-hand side path signposted "private road no access" until the property is visible.



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



LOT 36

Freehold Vacant Semi-Detached House with 3 Bedrooms & Garage
*Guide Price: £150,000 - £165,000 (+Fees)

47 Falconhurst Road, Selly Oak, Birmingham, West Midlands B29 6SB

Property Description:

A Traditional semi-detached house of two-storey brick construction surmounted by a pitched tile clad roof, occupying an elevated position, set back from the road behind a terraced fore court and verge area and benefitting from three bedrooms, UPVC double glazed windows, gas fired central heating and a rear garage.

Falconhurst Road forms part of an popular residential area and leads directly off Corisande Road which in turn leads off Weoley Avenue and the property is conveniently within less than a mile from Selly Oak Retail Park, Birmingham University and Queen Elizabeth Hospital.

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/Dining Room: 7.57m x 2.9m (max), Conservatory/Veranda: 5.61m x 2.62m (max) with side passageway, Kitchen: 2.75m x 1.55m.

First Floor:

Stairs and Landing, Bedroom One: 3.74m into bay x 2.97m, Bedroom Two: 2.96m into bay x 2.93m, Bedroom Three: 2.00m x 1.64m,

Bathroom: 1.98m x 1.59m with modern suite comprising of shower/bath with electric shower, vanity wash basin and wc.

Outside:

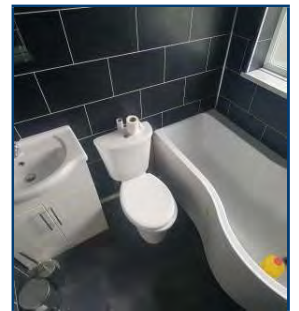
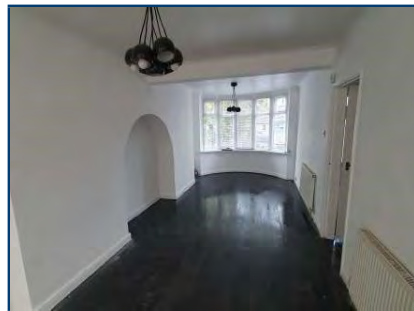
Front: Terraced fore garden,
Rear : Patio, garden and brick built garage accessed by a shared vehicular right of way.

Council Tax: B

EPC Rating: D (66)

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

Viewings: Refer to viewing schedule online.



LOT 37

Three Freehold Ground Rents & Land secured upon Modern Town Houses
*Guide Price: £6,000 - £9,000 (+Fees)

FGR's, 1, 5 & 6 & Land at 3 High Leasowes, Halesowen, West Midlands B63 4BN

Property Description:

A Portfolio of Freehold Ground Rents, secured upon three modern terraced houses of brick construction with pitched tile clad roofs, located in a cul de sac known as High Leasowes which leads via Richmond Street off Stourbridge Road (A458), forming part of an established residential area situated approximately 500m west of Halesowen Town Centre.

Lease Information

Each property is subject to long leases as follows:

1 High Leasowes

Term: Expiring 23 September 2070 (Less than 45 years unexpired).
Ground Rent: £37.50 per annum.
Freehold Land Registry Title No. WM652104

3 High Leasowes

Land contained in Title No. WM652105

5 High Leasowes

Term: Expiring 31 December 2142 (117 years unexpired).
Ground Rent: £57.50 per annum rising during the term.
Freehold Land Registry Title No. WM652107

6 High Leasowes

Term: Expiring 28 September 2070 (Less than 45 years unexpired).
Ground Rent: £37.50 per annum.
Freehold Land Registry Title No. WM652108

Total Current Ground Rent Income:
£132.50 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

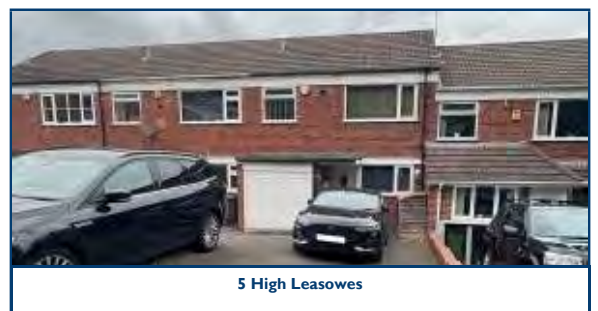
The Buyers Administration Fee for this Lot will be £650 including VAT



1 High Leasowes



6 High Leasowes



5 High Leasowes

LOT 38

Freehold Ground Rent

*Guide Price: £2,000 - £2,500 (+Fees)

Freehold Ground Rent, 55 Meadowcroft Gardens, Westfield, Sheffield, S20 8EJ



Property Description:

A freehold ground rent secured upon a modern end terraced town house set back from the road behind a lawned foregarden.

The property forms part of a modern residential estate located approximately seven miles to the south east of Sheffield City Centre and within approximately one and a half miles from Rother Valley Country Park.

Lease Information

The property is subject to a long lease for a term of 99 years (less 3 days) from 23rd April 1976 (Less than 50 years unexpired) at a ground rent of £25 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

The Buyers Administration Fee for this Lot will be £250 including VAT

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LOT 39

Four Freehold Ground Rents secured upon Modern Dwelling Houses

*Guide Price: £16,000 - 20,000 (+Fees)

Fgrs 106, 144, 154 & 224 Stamford Road, Brierley Hill, West Midlands DY5 2QE

Property Description:

A Portfolio of Freehold Ground Rents, secured upon four terraced houses of brick construction with pitched tile clad roofs, located in Stamford Road which leads off Hillfields Road, forming part of an established residential area situated within two miles 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 (Less than 40 years unexpired), each paying a current Ground Rent of £30 per annum (£35 per annum for 224 Stamford Road).

Total Current Ground Rent Income: £125 per annum.

Freehold Land Registry Title No. WM189993

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



224 Stamford Road



106 Stamford Road



154 Stamford Road



144 Stamford Road

LOT 40

Five Freehold Ground Rents secured upon Semi Detached Houses

*Guide Price: £35,000 - £40,000 (+Fees)

Fgrs 10, 18, 19, 20 & 29 The Hayes, Birmingham, West Midlands B31 3QG

Property Description:

A Portfolio of Freehold Ground Rents, secured upon five semi detached houses of brick construction with pitched tile clad roofs, located via Old Meadow Road and The Crest off Alvechurch Road and forming part of an established residential area situated on the southern edge of Birmingham, bordering open countryside and approx. 7 miles south of Birmingham city centre.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 25th September 2062 (Less than 37 years unexpired), each paying a current Ground Rent of £31 per annum.

Total Current Ground Rent Income:
£155 per annum.

Freehold Land Registry Title No.
WM217769

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

Viewings:
Not Applicable.

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



19 The Hayes



29 The Hayes



10 The Hayes



18 The Hayes



20 The Hayes

LOT 41

Two Freehold Ground Rents secured upon Semi Detached Houses

*Guide Price: £14,000 - £17,000 (+Fees)

FGR's, 302D Hamstead Road (B43 5EN) & 7 Hollywood Croft, Great Barr, Birmingham, West Midlands B42 1HT

Property Description:

A Portfolio of Freehold Ground Rents, secured upon two semi detached houses of brick construction with pitched tile clad roofs, located in Hampstead Road and Hollywood Croft which form part of an established residential suburb of Great Barr.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 28th September 2075 (302D Hamstead Road) having less than 50 years unexpired and 21st December 2053 (7 Hollywood Croft) having less than 28 years unexpired, each paying a current Ground Rent of £65 per annum (302D Hamstead Road) and £11 per annum (7 Hollywood Croft).

Total Current Ground Rent Income:
£76 per annum.

Freehold Land Registry Title No.
302D Hamstead Road: WM319521
7 Hollywood Croft: WM94691

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

Viewings:
Not Applicable.

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



302d Hamstead Road



7 Hollywood Croft

LOT 42

Five Freehold Ground Rents secured upon Modern Town Houses

*Guide Price: £19,000 - £23,000 (+Fees)

FGR's, 2, 10, 12, 17 & 22 Swallow Close, Dudley, West Midlands DY2 9TB

Property Description:

A Portfolio of five Freehold Ground Rents, secured on modern town houses of brick construction with pitched tile clad roofs, located in Swallow Close which comprises a cul-de-sac located off Cradley Park Road which, in turn, leads off Cradley Road (B4173) and is located less than 3 miles to the south of Dudley Town Centre.

Lease Information

Each property is subject to a long lease for a term of 99 years, expiring on 24th September 2069 (Less than 44 years unexpired), each paying a current Ground Rent as follows:

2 Swallow Close - £38 per annum
 10 Swallow Close - £30 per annum
 12 Swallow Close - £35 per annum

17 Swallow Close - £29 per annum
 22 Swallow Close - £25 per annum

Total Current Ground Rent Income:
£157 per annum.

Freehold Land Registry Title No.
 WM535910

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



22 Swallow Close



2 Swallow Close



10 Swallow Close



12 Swallow Close



17 Swallow Close

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 43

Two Freehold Ground Rents secured upon Semi Detached Houses

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

FGR's, 22 Teasdale Way, Stourbridge (DY9 7ET), & 276 Worlds End Lane,, Quinton, Birmingham, West Midlands B32 2SN

Property Description:

A Portfolio of Freehold Ground Rents, secured upon two semi detached houses of brick construction with pitched tile clad roofs, located Teasdale Way, Stourbridge and Worlds End Lane, Quinton, both forming part of established residential suburbs.

Lease Information

Each property is subject to a long lease for a term of 99 years which expire on 24th March 2062 (22 Teasdale Way) having less than 37 years unexpired and 24th December 2066 (276 Worlds End Lane) having less than 41 years unexpired, each paying a current Ground Rent of £25 per annum (22 Teasdale Way) £30 per annum (276 Worlds End Lane).

Total Current Ground Rent Income: £55 per annum.

Freehold Land Registry Title No.

22 Teasdale Way: WM534885

276 Worlds End Lane: WM523779

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



276 Worlds End Lane



22 Teasdale Way

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LOT 44
Three Freehold Ground Rents secured upon Semi Detached Bungalows

*Guide Price: £16,000 - £20,000 (+Fees)

FGRs, 128, 130 & 148 Fairmile Road, Halesowen, West Midlands B63 3QJ
Property Description:

A Portfolio of Freehold Ground Rents, secured upon three semi detached bungalows of brick construction with pitched tile clad roofs, located in Fairmile Road forming part of 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 (Less than 43 years unexpired), each paying a Ground Rent of £35pa.

Total Current Ground Rent Income:
£105 per annum.

Freehold Land Registry Title No.

WM291873

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

Not Applicable.

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



130 Fairmile Road



128 Fairmile Road



148 Fairmile Road

RESIDENTIAL SALES

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LOT 45

Four Freehold Ground Rents secured upon Modern Dwelling Houses *Guide Price: £20,000 - £24,000 (+Fees)

FGR's, 2, 57, 63 & 65 Whitestone Road, Halesowen, West Midlands B63 3PU

Property Description:

A Portfolio of Freehold Ground Rents, secured upon three semi detached dormer bungalows 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 which expires on 23rd June 2068 (Less than 43 years unexpired), each paying a current Ground Rent of £35 per annum.

Total Current Ground Rent Income:
£140 per annum.

Freehold Title No: WM291873

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable

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



65 Whitestone Road



2 Whitestone Road



57 Whitestone Road



63 Whitestone Road

LOT 46

Four Freehold Ground Rents secured upon Semi Detached Houses *Guide Price: £18,000 - £22,000 (+Fees)

FGR's, 7, 17, 62 & 67 Sorrel Walk, Brierley Hill, West Midlands DY5 2QG

Property Description:

A Portfolio of Freehold Ground Rents, secured upon four semi detached houses of brick construction with pitched tile clad roofs, located in Sorrell Walk which leads off Peters Hill Road, forming part of an established residential area located approximately 2 miles to the east of Stourbridge town centre.

Lease Information

Each property is subject to a long lease which expires on 28th September 2065 (Less than 40 years unexpired), each paying a current Ground Rent of:

7 Sorrel Walk - £32 per annum
17 Sorrel Walk - £32 per annum
62 Sorrel Walk - £36 per annum
67 Sorrel Walk - £34 per annum

Total Current Ground Rent Income:
£134 per annum.

Freehold Land Registry Title No.
WM189993

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



62 Sorrel Walk



7 Sorrel Walk



17 Sorrel Walk



67 Sorrel Walk

EPC's

Energy performance certificate (EPC) - Office and Workshop Business - 141 square metres

Property type: Office and Workshop Business
Total floor area: 141 square metres

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

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

How this property compares to others
Properties similar to this one could have ratings:
If newly built: D
If typical of the building stock: D

6 HALLCOURT ROAD

Energy performance certificate (EPC) - Office and Workshop Business - 150 square metres

Property type: Office and Workshop Business
Total floor area: 150 square metres

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

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

How this property compares to others
Properties similar to this one could have ratings:
If newly built: D
If typical of the building stock: D

37 HIGH STREET

Energy performance certificate (EPC) - Office and Workshop Business - 172 square metres

Property type: Office and Workshop Business
Total floor area: 172 square metres

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

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

How this property compares to others
Properties similar to this one could have ratings:
If newly built: D
If typical of the building stock: D

UNIT 4 ARDEN BUSINESS CTR

Energy performance certificate (EPC) - Office and Workshop Business - 141 square metres

Property type: Office and Workshop Business
Total floor area: 141 square metres

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

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

How this property compares to others
Properties similar to this one could have ratings:
If newly built: D
If typical of the building stock: D

UNITS 5-8 ACORN CENTRE

Energy performance certificate (EPC) - Office and Workshop Business - 150 square metres

Property type: Office and Workshop Business
Total floor area: 150 square metres

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

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

How this property compares to others
Properties similar to this one could have ratings:
If newly built: D
If typical of the building stock: D

UNIT 4 ACORN CENTRE

Energy performance certificate (EPC) - Office and Workshop Business - 172 square metres

Property type: Office and Workshop Business
Total floor area: 172 square metres

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

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

How this property compares to others
Properties similar to this one could have ratings:
If newly built: D
If typical of the building stock: D

UNIT 3 ACORN CENTRE

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 14.10.25

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

141 SALOP ROAD

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Sale Memorandum

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

We acknowledge receipt of the deposit _____

Date

Name and address of seller

Name and address of buyer

The lot

The price (excluding any VAT)

Deposit paid

Signed by the buyer

Signed by us as agent for the seller

The buyer's conveyancer is

Name

Address

Contact

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

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition G9.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

G4. Title and identity

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

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

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

G5. Transfer

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

G10. Interest and apportionments

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

G16. Capital allowances

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

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

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

G16.4 The seller and buyer agree:

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

G24. Tenancy renewals

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

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

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

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

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

G30. Extra General Conditions

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

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

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

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

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

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

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

G30.7 The auctioneers have undertaken their best endeavours to satisfy themselves as to the 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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