

Cottons

CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday 3 June 2026: 1pm

Our Live Auction will be held at:

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

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

Cottons

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

ID

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

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

Third Party Bidding

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

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

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

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

MISREPRESENTATION ACT

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

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

DEFINITION

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 36 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, Solicitors, Joint Property Agents, Companies and Private Clients

Order of sale

LOT	ADDRESS	TENURE
1	33 Gough Road, Greet, Birmingham B11 2NG	Freehold Vacant Residential
2	11 Burford Road, Kingstanding, Birmingham B44 8EE	Freehold Residential Investment
3	18 Bearwood Road, Smethwick, West Midlands B66 4HH	Freehold Residential Investment
4	20 Bearwood Road, Smethwick, West Midlands B66 4HH	Freehold Residential Investment
5	Flat 134 Cleveland Tower, Holloway Head, Birmingham B1 1UE	Leasehold Vacant Residential
6	69 Wheatsheaf Road, Tividale, Oldbury, West Midlands B69 1SL	Leasehold Residential Investment
7	14 Beaumont Road, Nuneaton, Warwickshire CV11 5HD	Freehold Vacant Residential
8	15 Coronation Road, Coventry CV1 5BW	Freehold Vacant Residential
9	29 Tower Road, Tividale, Oldbury, West Midlands B69 1NB	Freehold Residential Investment
10	143 Park Road, Netherton, Dudley, West Midlands DY2 9DD	Freehold Vacant Residential
11	1 Victoria Court, Admiral Place, Moseley, Birmingham B13 8BQ	Leasehold Residential Investment
12	25 Manor Road, Tipton, West Midlands DY4 8PS	Freehold Vacant Residential
13	Land (8 Acres) Poolhouse Road, Wombourne, Wolverhampton WV5 8AZ	Freehold Grazing Land with Potential
14	24 Market Lane, Wolverhampton WV4 4UJ	Freehold Vacant Residential
15	125 Radford Road, Coventry CV6 3BQ	Freehold Vacant Residential
16	Flat 15 Lily Street, West Bromwich, West Midlands B71 1QD	Leasehold Vacant Residential
17	1 Freer Street, Walsall WS1 1QD	Freehold Vacant Warehouse/Retail Premises
18	143 Salop Road, Oldbury, West Midlands B68 9PT	Freehold Vacant Retail Shop with Flat Above
19	324 Gilloitt Road, Edgbaston, Birmingham B16 0RS	Freehold Residential Investment
20	10 Garages At Louis Court, South Road, Smethwick, West Midlands B67 7BT	Freehold Garages
21	32 Low Street, Walsall WS6 7HQ	Freehold Vacant Residential
22	Garage 36, colinwood Close, Walsall WS6 6JF	Freehold Garage
23	Flat 4 Park House, Crossley Stone, Rugeley, Staffordshire WS15 2DQ	Leasehold Vacant Residential
24	182 High Street, Chasetown, Burntwood, Staffordshire WS7 3XH	Freehold Vacant Residential
25	Fgr's, 1, 5 & 6 & Land At 3 High Leasowes, Halesowen, West Mids B63 4BN	Freehold Ground Rents
26	Land To The R/o 53 Hatherton Road, Cannock, Staffordshire WS11 1HG	Two Freehold Building Plots
27	Flat 7 Matthew Court, 367 Hagley Road, Birmingham B17 8DL	Leasehold Residential Investment
28	29 Langley High Street, Oldbury, West Midlands B69 4SN	Freehold Vacant Retail Shop with Flat Above
29	31 Langley High Street, Oldbury, West Midlands B69 4SN	Freehold Investment Retail Shop with Flat Above
30	117 Salisbury Road, Market Drayton, Shropshire TF9 1BX	Freehold Vacant Residential
31	1 Langley Grove, Langley Road, Birmingham B10 0TP	Freehold Residential Investment
32	2 Langley Grove, Langley Road, Birmingham B10 0TP	Freehold Residential Investment
33	26 Lancaster Place, Walsall WS3 3NE	Freehold Residential Investment
34	186a Stephenson Avenue, Walsall WS2 7DU	Leasehold Vacant Residential
35	Plover Cottage, 574 Tanworth Lane, Shirley, Solihull B90 4JE	Freehold Vacant Residential
36	85 Masshouse Lane, Kings Norton, Birmingham B38 9AH	Freehold Vacant Residential

Auctioneers:

Andrew J. Barden MRICS FNAVA,
Amy Bishop BSc (Hons), MRICS,
MARLA, MNAEA, 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.

Auction Team:

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

IMPORTANT NOTICE

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

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

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

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

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

FOLLOW US

Follow us on social media for updates on upcoming Auctions and industry news.

Follow us on    

@Cottonscs

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

Bidding Options

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

In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

• Card Payments

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

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

Online, Telephone & Proxy Bidding

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

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

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

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

Live Online Auction Buying Guide

Introducing Cottons Online Auctions

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

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

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

REGISTRATION

We offer remote bidding services as follows:

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

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

ACCEPT TERMS

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

BIDDING SECURITY

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

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

Type of Bid (Please Tick)

Telephone Proxy Internet

Bidder Information

Name: _____

Company Name
(if applicable) _____

Address: _____

Contact Number: _____

Contact Number:
For telephone bid
on auction day _____

Solicitor Information

Name: _____

Address: _____

Telephone Number: _____

Contact: _____

LOT Details

LOT: _____

Address: _____

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

Payment Details

Payment Required

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

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

Signed: _____ Date: _____

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

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

Name of Account Holder: _____

Account No. Sort Code: /

Remote Bidding Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Auction Offer sheet

LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

Purchaser Details:

Name:

Company Name:

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

15 July 2026

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:

19 June 2026

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

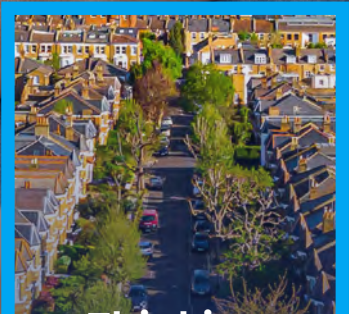
- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

15 July 2026

LOT 1

Freehold Well Presented Mid-Terrace House with Vacant Possession

*Guide Price: £115,000 - £120,000 (+Fees)

33 Gough Road, Greet, Birmingham, West Midlands B11 2NG

Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof, in a presentable and modernised condition throughout, providing well laid out accommodation and further benefits from UPVC double glazed windows and gas fired central heating.

The property is in an established residential location known as Greet, forming part of an established and traditional residential area and is conveniently situated approximately 540 metres Stratford Road (A34) shops and amenities, 770 metres from Small Heath Train Station and 2.2 miles from Birmingham City Centre.

Accommodation:

Ground Floor:

Front Reception Room: 3.43m (excluding bay) x 3.39m, Rear Reception Room: 3.4m x 3.4m, Kitchen: 4.1m x 1.81m.

First Floor:

Stairs and Landing, Bedroom One: 3.43m x 3.39m, Bedroom Two: 3.4m x 2.48m, Bathroom with bath having shower over, wash basin WC.

Outside:

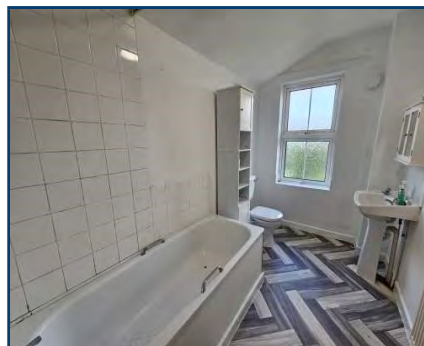
Rear: Garden

Council Tax Band:- A

EPC Rating:- D

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.

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LOT 2

Freehold Investment - Semi-Detached House with Three Bedrooms

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

11 Burford Road, Kingstanding, Birmingham, West Midlands, B44 8EE



Property Description:

A traditional semi-detached house of two-storey brick construction surmounted by a hipped tile clad roof, providing well laid out accommodation, and benefitting from UPVC double glazed windows, gas fired central heating and three bedrooms.

Burford Road forms part of an established residential estate and leads via Stowell Road off Hawthorne Road and is conveniently located 1 mile to the south of Kingstanding Circle Shopping Centre and 3 miles to the north of Birmingham City Centre.

The property is currently let on an Assured Periodic Tenancy at a current rental of £850 per calendar month (£10,200 per annum) , effective from 1 May 2026. The tenant has occupied the property since 1999, maintaining the accommodation in clean, tidy and presentable condition and has indicated that they would like to remain in the property for the foreseeable future.

Accommodation:

Ground Floor:

Entrance Hall, Lounge: 3.68m x 3.35m, Dining Room: 3.35m x 2.82m, Kitchen: 3.34m x 1.66m with range of fitted units

First Floor:

Stairs and Landing, Bedroom One: 3.34m x 2.66m, Bedroom Two: 3.35m x 2.67m, Bedroom Three: 2.23m x 1.81m, Bathroom: 1.83m x 1.72m with panel bath having electric shower over, pedestal wash basin and wc.

Outside:

Front: Lawned fore garden set behind mature hedge, pedestrian side access to rear
Rear: Lawned garden

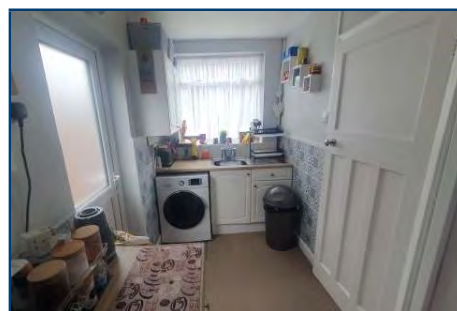
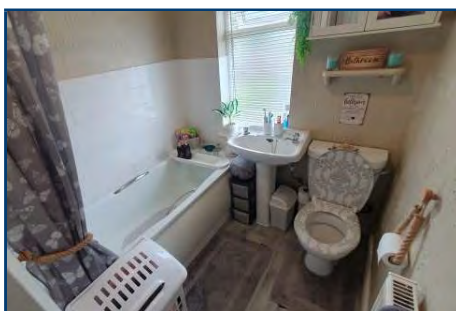
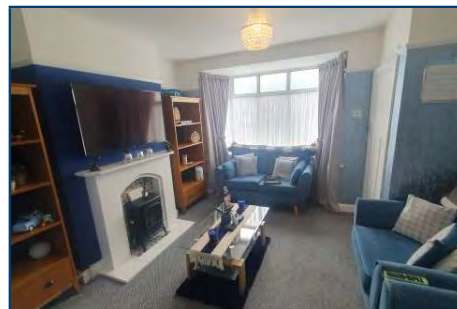
Council Tax: B

EPC Rating: D (62)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



LOT 3

Freehold Investment – Mid Terraced House with Three Bedrooms
*Guide Price: £120,000 - £125,000 (+Fees)

18 Bearwood Road, Smethwick, West Midlands B66 4HH

Property Description:

A 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 is in an established and predominantly residential location, opposite Victoria Park within walking distance of the High Street situated approximately 550 metres from Cape Hill Shopping Direct, with a range of shops and amenities, 750 metres from Rolfe Street Train Station, 2.7 miles from Birmingham City Centre and 1.5 miles from Junction 1 of the M5.

Tenancy Information

The property is subject to an Assured Periodic Tenancy at a rent of £525pcm (£6,300 per annum).

Accommodation:

Ground Floor:

Hallway, Front Reception Room: 3.33m (excluding bay) x 3.21m, Rear Reception Room: 4.25m x 3.47m, Kitchen: 4.95m x 2.31m.

First Floor:

Stairs and Landing, Bedroom One: 4.26m x 3.27m, Bedroom Two: 3.45m x 3.31m,

Bedroom Three: 3.59m x 2.32m, Bathroom with bath, wash basin WC.

Outside:

Front – Fore Court
Rear – Garden

Council Tax: A

EPC Rating: C

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



LOT 4

Freehold Investment – Mid Terraced House with Three Bedrooms
*Guide Price: £123,000 - £128,000 (+Fees)

20 Bearwood Road, Smethwick, West Midlands B66 4HH

Property Description:

A 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 is in an established and predominantly residential location, opposite Victoria Park within walking distance of the High Street situated approximately 550 metres from Cape Hill Shopping Direct, with a range of shops and amenities, 750 metres from Rolfe Street Train Station, 2.7 miles from Birmingham City Centre and 1.5 miles from Junction 1 of the M5.

The property is subject to an Assured Periodic Tenancy at a rent of £795pcm (£9,540 per annum).

Accommodation:

Ground Floor:

Hallway, Front Reception Room: 3.31m (excluding bay) x 3.15m, Rear Reception Room: 4.25m x 3.47m, Kitchen: 3.64m (excluding pantry) x 2.35m.

First Floor:

Stairs and Landing, Bedroom One: 4.27m x 3.27m, Bedroom Two: 3.48m x 3.34m,

Bedroom Three: 3.59m x 2.35m, Bathroom with bath having shower over, wash basin WC.

Outside:

Front – Fore Court
Rear – Garden

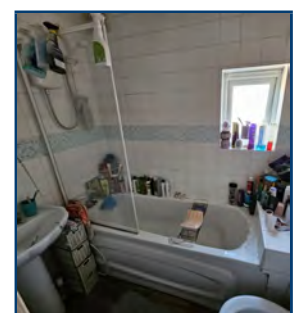
Council Tax: A

EPC Rating: C

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



LOT 5

Leasehold Vacant City Centre Flat (Includes all Furniture and Appliances)
*Guide Price: £76,000 - £82,000 (+Fees)

Flat 134 Cleveland Tower, Holloway Head, Birmingham, West Midlands B1 1UE

Property Description:

A well laid out purpose built flat constructed around 1970 situated on the 18th floor of a prominent block forming part of 'The Sentinels' located at the junction of Holloway Head and Bristol Street and enjoying superb views over the west and north eastern parts of the City and beyond.

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

The property benefits from UPVC double glazed windows and electric heating.

Please Note:

The flat will be sold with all fixtures, furniture, furnishings, white goods and electrical items (SOLD AS SEEN).

Accommodation:

Ground Floor

Communal Entrance with security door entry system and resident concierge. Lift Access to 18th Floor,

18th Floor

Communal Landing, Reception Hall with Store Cupboard, Living Room: 5.78m x 3.09m with Balcony: 6.65m x 1.18m, Kitchen: 3.57m x 1.91m, Bedroom: 5.05m x 2.63m and Shower Room 1.93m x 1.87m with shower cubicle, wash basin and WC.

Leasehold Information

Term: 125 years from 22nd April 1982.

Ground Rent: £10 per annum.

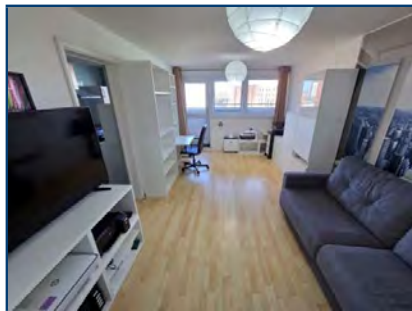
Service Charge: Refer to Legal Pack

Council Tax Band A

EPC Rating C

Legal Documents Available at
www.cottons.co.uk

Viewings Refer to Viewing Schedule Online



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Capital raised via a Mortgage or Bridging Finance will be secured against the property.

LOT 6

Leasehold Investment - 2 Bedroom Duplex Flat (Rental: £9,600 pa).
*Guide Price: £50,000 - £55,000 (+Fees)

69 Wheatsheaf Road, Tividale, Oldbury, West Midlands B69 1SL

Property Description:

A two bedroomed duplex flat forming part of a purpose built three storey block situated over retail premises. The flat benefits from having electric heating and UPVC double glazed windows. The property further benefits from having a new 125 year lease created on completion. The property is located between the junctions of both Fairway Avenue and Hollies Road. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £800 per calendar month (£9,600 per annum).

Accommodation:

Ground Floor

External Stairs leading to Terrace

First Floor Entrance Hallway, Kitchen (2.45m x 3.37m), Lounge (3.44m x 5.05m),
Second Floor Bedroom 1 (3.39m x 5.03m), Bedroom 2 (2.45m x 3.31m) and Bathroom (1.47m x 2.48m) having panelled bath with electric shower over, pedestal wash basin and WC

Leasehold Information

Term A new 125 Year lease will be provided on completion.

Ground Rent Refer to Legal Pack

Service Charge Refer to legal pack

EPC Rating: E

Council Tax Band: A

Legal Documents Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



RESIDENTIAL SALES

As well as assisting clients selling via auction, Cottons have a specialist **Estate Agency team dedicated to marketing properties for sale** on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide please contact our Estate Agency sales team.

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LOT 7

Freehold Vacant Mid Terraced House with Two Double Bedrooms
*Guide Price: £100,000 - £110,000 (+Fees)

14 Beaumont Road, Nuneaton, Warwickshire CV11 5HD

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by pitched tile clad roof set back from the road behind a block paved forecourt and benefitting from part double glazed windows, part gas fired central heating and two double bedrooms but requiring modernisation and improvement.

Beaumont Road forms part of an established residential area and leads directly off the traffic junction with Manor Court Road and Queens Road conveniently located within approx 1/2 mile from Nuneaton Town Centre.

Accommodation:

Ground Floor

Porch, Entrance Hall, Lounge/Dining Room:

4.34m x 3.32m, plus 2.27m x 3.98m with understair storage cupboard, Kitchen: 3.19m x 2.48m, Lean To/Rear Entrance.

First Floor

Stairs and Landing, Bedroom One: 3.35m x 3.07m, Bedroom Two: 3.49m x 3.11m, Bathroom: 2.56m x 1.85m with bath, wash basin, WC.

Outside:

Front: Block paved fore court.
Rear: Yard and Garden with Shared Pedestrian Entry Access.

Council Tax: B

EPC Rating: D (59)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 8

Freehold Vacant Three Bedroom Mid-Terraced House
*Guide Price: £115,000 - £125,000 (+Fees)

15 Coronation Road, Coventry, West Midlands CV1 5BW

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof, directly fronting the pavement. The property benefits from UPVC double glazing and gas fired central heating.

The property is located on Coronation Road between the junctions of Alexandra Road and Berry Street. The property is within approximately 1.5 miles of Coventry City Centre.

Accommodation:

Ground floor: Entrance Hallway, Lounge: 3.34m x 2.27m, Dining Room: 3.37m x 3.45, Kitchen 1.96m x 4.42m, Inner Lobby, Bathroom 2.28m x 1.87m with panel bath

with shower over, wash basin and wc, Stairs

First Floor: Landing, Bedroom One: 3.44m x 3.41m, Bedroom Two: 3.45m x 2.45m, Bedroom Three: 4.41m x 1.98m

Outside:

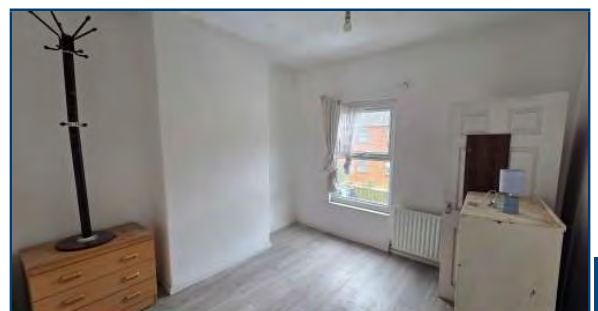
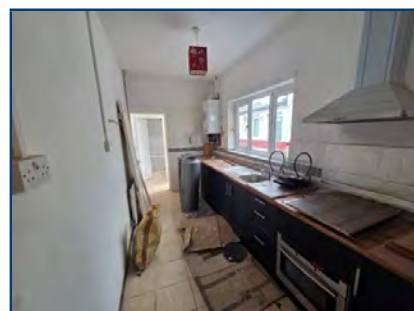
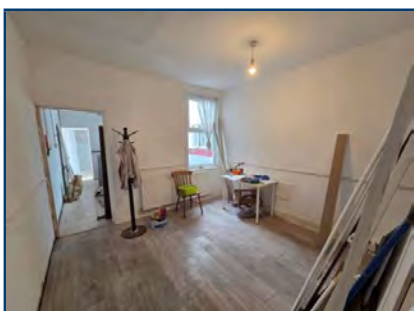
Rear: Yard Area

Council Tax: A

EPC Rating: D (60)

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

Viewings: Refer to viewing schedule online.

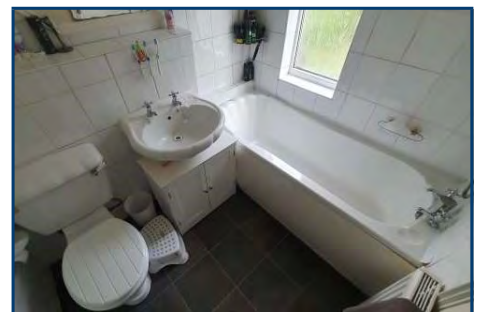
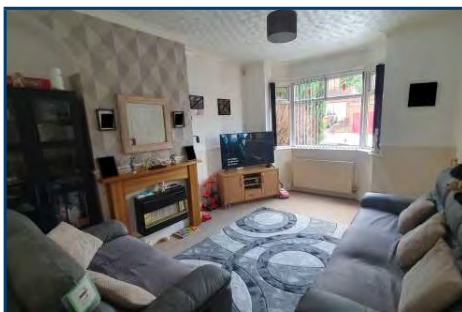


LOT 9

Freehold Investment - Semi-Detached House with Three Bedrooms

*Guide Price: £130,000 - £138,000 (+Fees)

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



Property Description:

A traditional semi-detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a tarmac paved fore court providing off road car parking and providing well-laid out accommodation, benefitting from three bedrooms, UPVC double glazed windows and gas-fired central heating

Tower Road forms part of an established residential area known as Tividale and leads directly off Birmingham New Road (A4123) providing access to the cities/towns of Birmingham, Dudley and Wolverhampton.

The property is currently let on an Assured Periodic Tenancy at a current rental of £850 per calendar month (£10,200 per annum) effective from 1st May 2026. The tenant has occupied the property since 2011 having improved and maintained the property and garden to a very good presentable standard and they have indicated that they would like to remain in the property for the foreseeable future.

Accommodation

Ground Floor:

Entrance Hall, Lounge: 4.12m x 3.59m, Breakfast Kitchen: 4.55m x 2.73m with a range of modern fitted units and pantry cupboard.

First Floor:

Stairs and Landing: Bedroom One: 3.69m x 2.65m, Bedroom Two: 3.22m x 2.66m, Bedroom Three: 2.45m x 1.75m, Bathroom: 2.12m x 1.78m with panel bath having shower over, wash basin and wc.

Outside:

Front: Tarmac paved forecourt, pedestrian side access to rear

Rear: Paved patio and a well-maintained lawned garden

Council Tax: B

EPC Rating: Commissioned

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



LOT 10

Freehold Vacant Mid-Terraced House with Two Bedrooms

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

143 Park Road, Netherton, Dudley, West Midlands DY2 9DD

Property Description:

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched tile clad roof, benefiting from part double glazed windows and gas-fired central heating, but requiring modernisation and repair.

Park Road, forms part of an established and traditional residential area and is located off Baptist End Road within 200 m of Netherton Park and conveniently within approximately 1½ miles to the south of Dudley Town Centre.

Accommodation:

Ground Floor:

Lounge: 3.53m x 3.38m, Inner Hall with access to Cellar (not inspected),

Dining Room: 3.65m x 3.38m, Breakfast Room: 3.4m x 1.9m, Kitchen: 2.41m x 2.21m, Rear Entrance Hall, Bathroom: 1.97m x 1.48m with panel bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Bedroom One: 3.58m x 3.39m, Bedroom Two: 4.44m x 3.63m

Outside:

Front: Walled fore garden with shared pedestrian entry access
Rear: Paved yard/garden

Council Tax: A

EPC Rating: E (47)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



LOT 11

Leasehold Investment - One Bedroom Flat (Rent £7,500 pa).

*Guide Price: £70,000 - £75,000 (+Fees)

Flat 1 Victoria Court, Admiral Place, Moseley, Birmingham, West Midlands B13 8BQ

Property Description:

A one bedroom ground floor apartment located in a purpose built block set back from the road behind communal gardens and parking area. The apartment is offered for sale in presentable condition and benefits from UPVC double glazing and electric heating. Admiral Place is located off Trafalgar Road within walking distance to the main shops and amenities located in Moseley, The Flat is currently let on an Assured Periodic Tenancy producing a rental of £625 pcm (£7,500 pa).

Accommodation:

Communal Entrance with secure door entry system, access to stairs

Apartment 1

Entrance Hallway, Lounge: (3.6m x 4.1m), Kitchen: (1.69m x 2.70m), Bedroom: (2.60m x 4.30m), Bathroom having panelled bath with mixer shower, wash basin and WC (2.81m x 1.80m).

Outside:

Communal gardens and parking

Leasehold Information:

Term: 125 years from 1 August 1992

Rent: A Peppercorn

Service Charge: £1,000 per annum

Council Tax Band - A

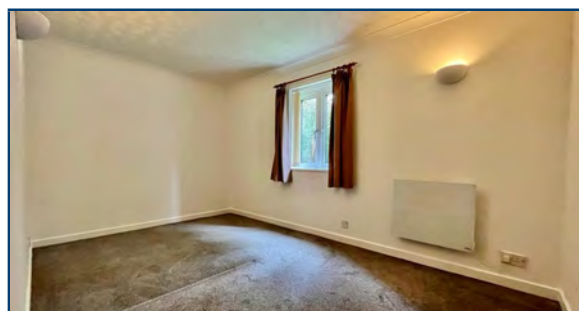
EPC Rating - D

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 12

Freehold Vacant Much Improved 3 Bedroom Semi-Detached House

*Guide Price: £170,000 - £177,000 (+Fees)

25 Manor Road, Tipton, West Midlands, DY4 8PS



Property Description:

A traditional, two-storey, semi-detached house, of part rendered brick elevations, surmounted by a hipped, tile-clad roof, set back from the road behind a walled fore garden and driveway. The property has three bedrooms and is offered in a presentable and much improved, modernised condition, benefiting from the installation of new kitchen and bathroom fittings, central heating boiler, replastering, new doors and complete redecoration and carpeting throughout, and in addition benefits from gas fired central heating, UPVC double glazed windows and off-road car parking.

The property forms part of an established residential area and Manor Road leads directly off Queens Road to the North and Park Lane West to the South. The property is adjacent to school playing fields and is located close to Victoria Park, providing public open space.

Accommodation:

Ground Floor:

Porch, Reception Hall, Lounge: 4.67m x 4.11m (max), Kitchen: 3.61m x 2.41m with range of modern fitted kitchen units and store cupboard, Bathroom: 2.41m x 1.37m with modern suite, having panel bath with shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Bedroom One: 5.13m x 3.18m (max), Bedroom Two: 3.45m x 2.49m,

Bedroom Three: 2.54m x 2.41m.

Outside:

Front: Walled fore garden and gated driveway

Rear: Enclosed rear garden with paved patio

Council Tax: A

EPC Rating: C (69)

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

Viewings: Refer to viewing schedule online.



LOT 13 Freehold Vacant Grazing Land, Woodland & Access Drive with Potential (8 Acres)
*Guide Price: £90,000 - £100,000 (+Fees)

Grazing Land off Pool House Road, Wombourne, Staffordshire, WV5 8AY



Site Entrance off Pool House Road

Property Description:

A parcel of freehold land, irregular in shape, extending to a total area of 8.02 acres (3.24 hectares) and comprising predominantly of pasture, partly wooded to the southern boundary and including a private driveway (subject to rights of way) accessed directly off Pool House Road.

Wombourne comprises of a large village popular with commuters lying approximately 4 miles to the South West of Wolverhampton City Centre and is well served by a variety of amenities including children's nurseries, schools from primary through to secondary along with a wide range of retail amenities, bars and restaurants.

Planning:

The current use of the land is duly established for agricultural grazing, however this land and other land parcels adjacent to the site have been identified for potential development within the South

Staffordshire Council/Wombourne Strategic Housing Land Availability Assessment (SHLAA).

Two of these other parcels of land fronting Pool House Road and adjacent to the subject land access track are currently earmarked for development by Lovell Homes and Taylor Wimpey.

The proposed Lovell Homes site was granted planning consent (Ref:24/00477/FULM) on 27/03/2026 for 121 dwellings and is currently being advance marketed as The Orchards being a collection of 2, 3, 4 and 5 bedroom homes.

A planning application for the proposed Taylor Wimpey site, for the construction of 89 residential dwellings was validated on 15/01/2025 (Ref:24/01088/FULM) and a planning decision is awaited.

In addition, the subject site abuts Smestow Brook at its Western boundary, separating the site from Smestow Bridge Industrial Estate.

Note 1: The land is held on Land Registry Title No. SF547343

Note 2: The land is being sold subject to its current use as grazing land. No previous applications have been submitted in respect of the subject site. All interested parties' are recommended to conduct their own due diligence prior to bidding, by obtaining any professional, legal and planning advice, in respect of any planning/development potential for the subject land.

Note 3: The sale DOES NOT include any Overage Clause in respect of future development potential.

Note 4: The postcode is for identification only.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 14

Freehold Vacant 3 Bedroom Semi Detached House in Sought After Location

*Guide Price: £190,000 - £198,000 (+Fees)

24 Market Lane, Lower Penn, Wolverhampton, West Midlands, WV4 4UJ



Property Description:

A traditional semi-detached house of two-storey brick construction surmounted by a pitched tile clad roof set back behind a lawned fore garden and accessed by way of a private road which leads off Market Lane. The property provides well laid out accommodation, benefiting from oil-fired central heating and UPVC double glazed windows and occupies a large plot, extending to approximately 0.13 acres, (535 sq m) pleasantly overlooking open countryside to the rear.

The property is located in the popular Lower Penn area surrounded by open countryside and approximately 1 1/2 miles to the North of popular village of Wombourne and 3 miles to the West of Wolverhampton City Centre.

Planning Potential

Subject to obtaining planning consent, the property provides significant potential to substantially increase the existing accommodation/bedrooms by extending to the rear, evidenced by many of adjacent properties having similar rear extensions and all interested parties should make their own enquiries prior to bidding.

Accommodation

Ground Floor:

Open Porch, Reception Hall with cloak cupboard, Lounge: 4.52m x 3.19m, Bathroom: 2.24m x 1.24m with panel bath, pedestal wash basin and wc, Kitchen: 2.86m x 2.84m with range of units and walk in pantry, Conservatory: 4.82m x 2.28m

First Floor:

Stairs and Landing, Bedroom One: 4.52m x 2.91m with built in wardrobes, Bedroom Two: 2.84m x 2.00m, Bedroom Three: 3.7m x 2.27m

Outside:

Lawned fore garden, further section of lawned garden, on opposite side of private driveway providing potential for vehicular parking, shared driveway (1.84m wide at narrowest point) to rear, paved parking space yard/patio, free-standing garage (6.11m x 3.0m) and a long garden, part gravelled/part lawned with greenhouse, vegetable plot and overlooking open fields.

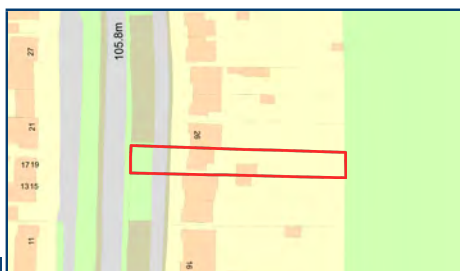
Council Tax: B

EPC Rating: Commissioned

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 15

Freehold Vacant Residential Property - 6 Bedrooms
*Guide Price: £80,000 - £90,000 (+Fees)

125 Radford Road, Coventry, West Midlands CV6 3BQ

Property Description:

Potential residential investment opportunity, comprising a three-storey mid-terraced premises of brick construction with a pitched tile clad roof, currently laid out as an informal HMO having six bedrooms (four ensuite rooms and two with shared shower room) situated directly fronting the busy Radford Road located between the junctions of Wyley Road and Dugdale Road approximately 1 mile to the north of Coventry City Centre.

The property benefits from UPVC double glazed windows but requires repair and improvement.

Note 1: The Freehold Title includes a small retail shop to the front ground floor area, which is subject to a long, Leasehold interest for a term of 99 years from October 2003. Refer to legal pack for ground rent information.

Note 2: All interested parties should satisfy themselves in respect of the suitability of the property for use as a HMO, or for any alternative uses.

Accommodation:

Ground Floor:

Retail Area: Not Applicable, Shared pedestrian entry access to rear entrance, Kitchen: 2.74 x 2.64 m, Hallway, Room One: 3.49m x 3.34m with ensuite shower room having wash basin and wc., Room Two: 3.76m x 3.39m with ensuite Shower Room having wash basin and wc.

First Floor:

Stairs and Landing, Room Three: 5.77m x 3.52m (max) including ensuite Shower Room with wash basin and wc, Room Four: 4.08m x 3.78 m (max), including ensuite Shower Room with wash basin and wc, Room Five: 3.52m x 2.75 m, Separate Shower Room (shared by Rooms 5 and 6) 1.79m x 1.69 m with wash basin and wc

Second Floor:

Stairs to Room Six: 5.36m x 3.06m with roof light window and kitchenette

Outside:

Rear: Yard/garden

Council Tax: A

EPC Rating: E (47)

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

Viewings: Refer to viewing schedule online.



--- Legal Documents Online ---



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

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

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LOT 16

Leasehold Vacant Ground Floor Studio Flat
*Guide Price: £40,000 - £45,000 (+Fees)

Flat 15 Salisbury House, Lily Street, West Bromwich, West Midlands B71 1QD

Property Description:

A ground floor studio flat forming part of a purpose-built development of two-storey brick construction surmounted by a pitched tile clad roof, located off Lily Street occupying a rectangular shaped site containing a tarmacadamed residents car parking area, and communal gardens, benefiting from UPVC double glazed windows, but requiring improvement.

Lily Street forms part of an established residential area and is located via Wilford Road, off All Saints' way, (A4031) conveniently within approximately ¼ of a mile from Sandwell General Hospital, and approximately ¾ of a mile North of West Bromwich Town Centre containing a wide range of retail shops, bars, restaurants, and leisure amenities

Accommodation:

Ground Floor:

Communal Entrance and Secure Hallway leading to Flat 15, Entrance Hall with built in store, Bed/Living Room (L shaped) with Living Area: 4.20m x 2.69m,

Bedroom Area: 2.40m x 1.80m with built in wardrobe, Kitchen: 3.1m (max) x 1.58m, Shower Room: 1.56m x 1.30m, with glazed shower cubicle, vanity wash basin and wc

Outside:

Communal gardens and residents parking area

Leasehold Information:

Lease Term: 125 years from 20th June 2003
Ground Rent: Currently £75 per annum
Service Charge: Refer to legal pack

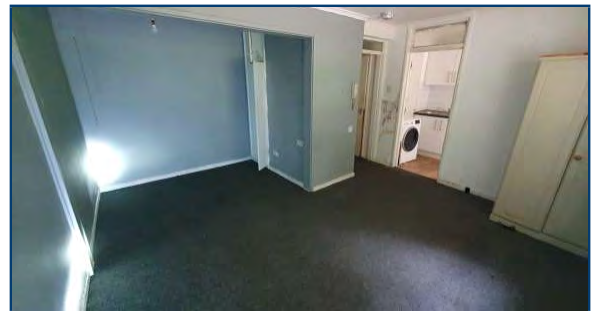
Council Tax: A

EPC Rating: E (40)

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.



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LOT 17

Freehold Vacant Warehouse/Retail Premises with Redevelopment Potential
*Guide Price: £180,000 - £190,000 (+Fees)

1 Freer Street, Walsall, West Midlands, WSI IQD



Note: The Car Park is Not Included in the sale.

Property Description:

An attractive three-storey Victorian warehouse premises of brick construction, more recently used for retail, providing potential for redevelopment to residential apartments subject to obtaining planning consent. The property provides extensive accommodation over three floors including a rear single-storey warehouse/workshop premises.

The property is situated in the north-eastern section of Freer Street, close to its junction with Bridge Street and forms part of Walsall Town Centre, being within walking distance to a wide variety of retail amenities bars and restaurants.

Planning History:

A combined planning application with an adjacent property known as 28 Bridge Street was submitted to Walsall Council (Ref:24/0188) on 30th January 2024, for redevelopment to form twelve 1 and 2 bedroom apartments.

The Architects drawings in relation to 1 Freer Street proposed the development of basement, ground, first and second floors along with rear warehouse to form 9 separate apartments with enclosed yard (amenity space) and it is noted that following consultation with various local government departments (Highways etc) that the application generally received support/no negative comments in relation to the redevelopment of 1 Freer Street.

The status of the application on Walsall MBC website is 'Under Consultation and Assessment' and all interested parties should satisfy themselves in respect of development potential prior to bidding.

Accommodation:

The property being offered for sale is exactly as contained in the Land Registry title plan WM474404.

Ground Floor:

Reception Hall, Large Room, Rear Warehouse Unit

First Floor:

Stairs and Landing, Kitchen and Toilet, Large Room, Mezzanine Floor

Second Floor:

Five separate rooms with internal corridor

Basement: - No access -Not Inspected

Gross Internal Area:

Ground Floor: 273.19 sq m (2,940 sq ft)

First Floor: 142.13 sq m (1,530 sq ft)

Second Floor: 142.34 sq m (1,532 sq ft)

Total Gross Internal Area: 557.66 sq m (6,002 sq ft) plus basement

EPC Rating: D (98)

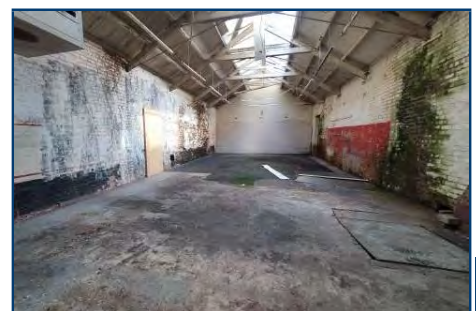
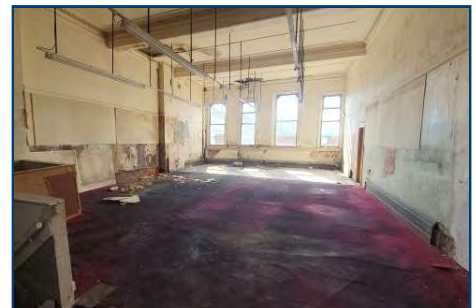
Legal Documents:

Available at www.cottons.co.uk



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

Viewings: Refer to viewing schedule online.



LOT 18

Freehold Vacant Retail Property and Self Contained Flat.
*Guide Price: £135,000 - £155,000 (+Fees)

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



Property Description:

An mid terraced property of brick construction surmounted by a pitched tile clad roof set back from Salop Road behind a tarmacadam forecourt and offering 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 property is currently vacant and ground floor retail unit 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 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 (4.20m x 5.34m), Kitchen (3.91m x 3.52m), Preparation Room (4.14m x 2.30m).

Flat Accommodation:

Ground Floor

Accessed Via a private separate entrance, Kitchen (4.03m x 2.62m).

First Floor:

Living Room (4.11m x 3.52m), Partitioned Box Room (3.04m x 1.51m), Bedroom (3.95 x 3.53), and Bathroom 2.27m x 2.86m with Bath having shower over, wash basin and WC.

Outside:

Front: Tarmacadam forecourt.

Rear: Garden Area, access to Flat and Dilapidated Garage.

Council Tax Band – A

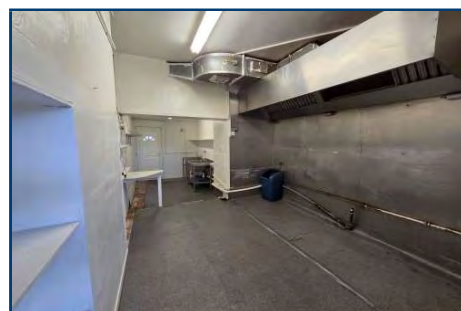
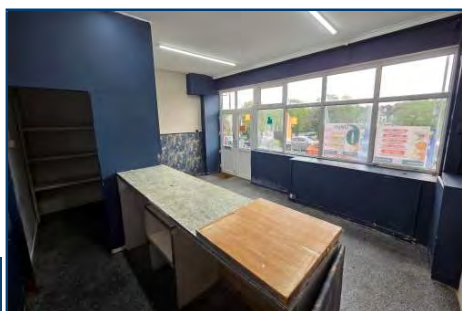
EPC Rating

Retail Unit – C

Flat - D

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

Viewings – Via Cottons – 0121 247 2233



Rear Entrance to Flat and Shop

LOT 19
Freehold Investment - Two Self Contained Flats and HMO (Rental: £41,700 p.a.)

*Guide Price: £360,000 - £390,000 (+Fees)

324 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 0RS

Property Description:

A substantial three storey semi-detached property set back from the road behind a walled foregarden and surmounted by a tiled roof.

The property currently provides two ground floor self contained flats and four letting rooms with communal kitchen/lounge and bathroom to the first and second floors. The property benefits from having Off road parking, UPVC double glazing and gas fired central heating. The property is of traditional brick construction with pitched tile clad roof having accommodation laid out over three floors and forms part of an established residential area containing a wide range of private dwelling houses, flat and houses in multiple occupation. The property is situated close to the junction with Rotton Park Road conveniently within a short walk from Edgbaston Reservoir and within approximately one mile from Bearwood High Street and two miles to the West of Birmingham City Centre.

Tenancy Information

All flats and rooms are currently let on Assured Shorthold Tenancies and we understand from the current owner a recent rent review has not been carried out.

Flat 1: £750 pcm (£9,000 pa).

Flat 2: £700 pcm (£8,400 pa).

First & Second Floor HMO

Room 1: £500 pcm (£6,000 pa).

Room 1: £500 pcm (£6,000 pa).

Room 1: £575 pcm (£6,900 pa).

Room 1: £450 pcm (£5,400 pa).

Total Rental Income: £3,450 pcm (£41,700 pa).

Ground Floor

Communal Entrance with Reception Hall containing separate gas and electricity meters,

Flat 1: Lounge (5.45 x 3.42m), Kitchen: (2.77 x 2.30m), Bedroom: (5.29 x 3.82m), Shower Room having shower cubicle, wash basin and WC: (1.29 x 1.91m), Inner Hall (3.06 x 1.73m).

Flat 3: Rear access via the side entrance

Lounge: (4.38 x 3.06m), Kitchen: (3.06 x 2.14m), Bedroom: (3.18 x 3.62m), Shower Room having shower, wash basin and WC (0.97 x 2.19m)

First Floor

Flat 2: (Currently used as a HMO) Lounge (4.28 x 3.09m), Kitchen (2.09 x 1.97m), Bathroom with bath and wash basin (2.02 x 2.39m), Separate WC (1.58 x 1.04m), Bedroom 1 (4.54 x 3.44m), Bedroom 2 (5.36 x 5.08m).

Second Floor

Landing, Bedroom 3 (5.44 x 4.38m), Bedroom 4 (3.59 x 4.62m).

Outside:

Front: Paved foregarden allowing for off road parking with side access to rear

Rear: Garden

Council Tax Bands:

Flats 1 & 3 - A

Flat 2 HMO - B

EPC

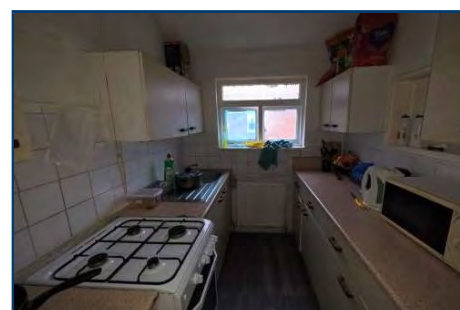
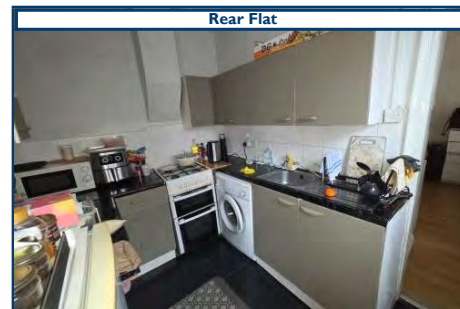
Flat 1 Commissioned (Refer to Legal Pack)

Flat 2 - B

Flat 3 - D

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

Viewings – Via Cottons – 0121 247 2233



LOT 20

Freehold Yard with 10 Lock-Up Garages – Majority with Vacant Possession
*Guide Price: £30,000 PLUS (+Fees)

10x Garages at Louis Court, South Road, Smethwick, Sandwell B67 7BT

Property Description:

A Freehold Garage Yard, irregular in shape, containing 10 lock-up garages with up and over doors having corrugated roofs, which require repair and improvement but provide excellent investment potential once repaired and fully let.

The garages currently form part of a flat development known as Louis Court located at the junction South Road and Holly Street, accessed via a private access off South Road. The Yard is located in a predominantly residential area and conveniently located approximately 390 metres from Smethwick Rolfe Street Train Station, 1 miles from Sandwell Metropolitan University Hospital,

1.3 miles from Junction 1 of the M5 and 3.2 miles from Birmingham City Centre.

Site Area:

Approximately 319 sq. metres (0.08 acres)

Tenancy Information:

All garages are vacant, with exception to one garage which is let on a licence agreement (Rental details will be available in the legal pack).

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 site boundaries.



LOT 21

Freehold Vacant End Terraced House in Popular Commuter Village
*Guide Price: £130,000 - £145,000 (+Fees)

32 Low Street, Cheslyn Hay, Walsall, West Midlands WS6 7HQ

Property Description:

A traditional end of terraced house located in a popular residential area within easy walking distance of shops at Cheslyn Hay village Centre, Landywood railway station and with convenient access for the M6 Motorway. The surrounding towns of Cannock and Walsall are easily accessible by car.

The property benefits from gas fired central heating and being predominantly double glazed and has a wide side pathway, which may be suitable for off road parking, subject to the installation of a drop kerb.

Accommodation:

Ground Floor: Lounge 3.84m X 3.54m plus Bay Window, Dining Room 3.84m X 3.55m, Kitchen 2.24m X 3.47m

First Floor: Stairs and Landing, Bedroom One: 3.55m X 3.84m, Bedroom Two: 3.88m X 3.58m, Bathroom: 2.3m X 3.5m with panel bath, pedestal wash basin and wc.

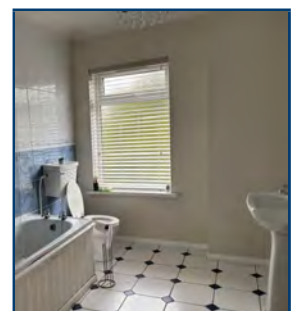
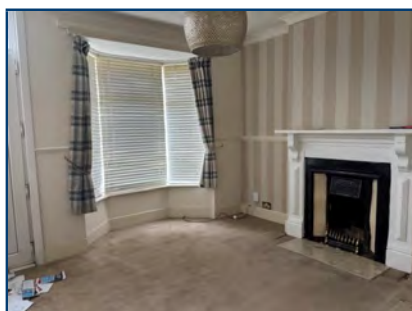
Outside: Small Fore Court, Side Pathway and Enclosed Rear Garden, two brick built stores.

Council Tax: A

EPC Rating: Commissioned

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

Viewings: 26th, 28th May and 2nd June at 12:00pm



LOT 22

Freehold Vacant Lock Up Garage

*Guide Price: £7,000 - £9,000 (+Fees)

Garage, 36 Colinwood Close, Walsall, West Midlands WS6 6JF

Property Description:

A single lock-up garage of brick construction having a modern up-and-over door, located in a garage yard approached from a driveway leading off Colinwood close and set behind a tarmacadam forecourt. Colinwood Close is located off Anson road in a predominantly residential area. The garage is and is located within walking distance from Landywood Train station and within 2 miles from Junction T7 of the M6 Toll Motorway.

Dimensions: Up and over door accessing Garage: (4.86x2.44m)

Council Tax Band – N/A

EPC Rating – N/A

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 23

Leasehold Vacant Two Bedroom Flat

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

Flat 4 Park House, Crossley Stone, Rugeley, Staffordshire WS15 2DQ

Property Description:

A presentable and well laid out flat situated on the second floor of a purpose built development and pleasantly overlooking Rugeley Elmore park and lake to the front elevation. Crossley Stone leads off Elmore Lane and the property is conveniently located for facilities in Rugeley town centre being within less than a quarter of a mile. The property benefits from UPVC double glazed windows, gas fired central heating and two bedrooms.

Accommodation:

Ground Floor

Communal Hall, Stairs and Landing

Second Floor

Entrance Hall, Lounge/Dining Room: 6.55m x 2.98m, Kitchen: 2.59m x 2.46m with range of fitted units, Bedroom One: 3.2m x 2.89m, Bedroom Two – 2.89m x 2.30m overall, Bathroom: 2.16m x 1.79m with panel bath having shower over, pedestal wash basin & WC.

Outside: Communal grounds and parking area to the rear of the main building.

Council Tax: A

EPC Rating: C (71)

Leasehold Information

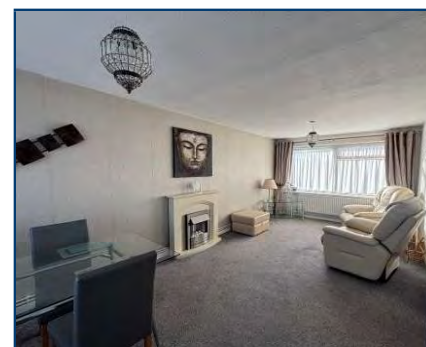
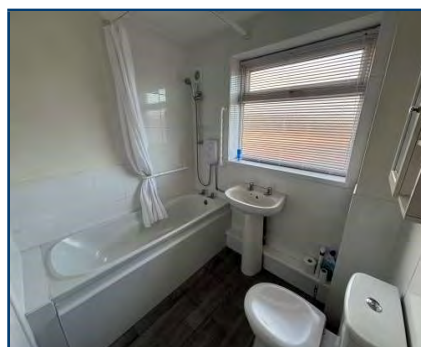
Term: 99 years from 19 September 1986

Ground Rent: £40 per annum

Service Charge: Refer to Legal Pack

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

Viewings: Friday 22nd May, Friday 29th May, Monday 1st June at 11:00am.



Boot&Son
 Chartered Surveyors Est. 1919

LOT 24

Freehold Vacant Detached Bungalow with Two Bedrooms
*Guide Price: £150,000 - £158,000 (+Fees)

182 High Street, Chasetown, Burntwood, Staffordshire, WS7 3XH



Property Description:

A traditional detached bungalow of rendered brick construction, surmounted by a hipped slate clad roof set back from the road behind a tarmacadamed forecourt which provides off road car parking. The property provides well laid out of accommodation benefitting from UPVC double glazed windows and gas-fired central heating, but requires some cosmetic improvement and modernisation throughout.

The property forms part of the popular commuter town of Burntwood, which is located approximately 4 miles to the East of Cannock Town Centre and approximately 1 mile to the North of the M6 toll motorway providing access to the Midlands motorway network.

Accommodation:

Ground Floor:

Reception Hall, Utility Room/Store: 1.70m x 1.27m, Rear Entrance Porch, Lounge: 3.61m x 3.58m plus bay window, Inner Hallway, Dining Kitchen: 3.74m x 3.20m with range of modern fitted units, Bath/Shower Room: 2.95m x 2.32m with panel bath, glazed shower enclosure, pedestal wash basin and wc, Bedroom One: 3.61m x 3.45m, Bedroom Two: 3.64m x 3.50m.

Outside:

Front: Paved fore court providing off road car parking
Rear: Garden

Council Tax: D

EPC Rating: E (54)

Legal Documents:

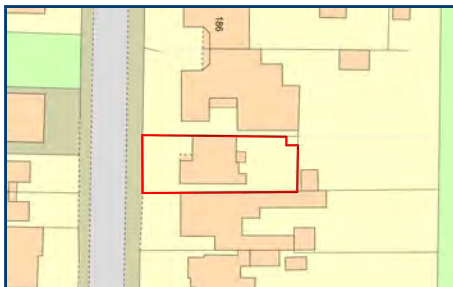
Available at www.cottons.co.uk

Viewings:

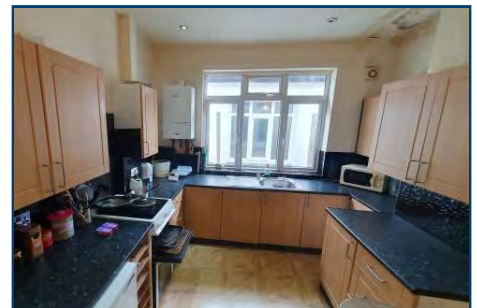
Refer to viewing schedule online.

Note:

A new front boundary fence will be installed prior to completion between 182 & 184 High Street.



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



LOT 25

Three Freehold Ground Rents & Land secured upon Modern Town Houses
*Guide Price: £4,000 - £8,000 (+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 (Approx. 44 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 (116 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 (Approx. 44 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



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LOT 26

Two Freehold Building Plots - Consent for Two Detached Bungalows.
*Guide Price: £285,000 - £295,000 (+Fees)

Land to Rear of, 53 Hatherton Road, Cannock, Staffordshire WS11 1HG

Property Description:

Two Freehold Building Plots having planning consent for the erection of Two Detached Bungalows and situated immediately to the rear of 53 Hatherton Road, Cannock on a gently sloping site within one of towns most favoured and sought after residential areas. The plots are conveniently located for ease of access to Cannock town centre which provides a good range of leisure, retail, educational and transport facilities including Cannock railway station providing direct service to Birmingham and the M6, M6 Toll and M54 motorways are within a short driving distance. The site is irregular in shape and slopes gently up from front to back with a total site area of 1,152m² or thereabouts.

Planning:

Planning permission was granted by Cannock Chase District Council (Ref: CH/25/0240) on the 12th January 2026 for the erection of two detached bungalows with proposed accommodation comprising:

Plot 1 - Entrance Hall, Master Bedroom with Ensuite, Bedroom Two, Bathroom, Open Plan Living/Dining/Kitchen Area with Utility Room off.
GIA 104.19m² or thereabouts.

Plot 2 - Entrance Hall, Master Bedroom with Ensuite, Bedroom Two, Bathroom, Open Plan Living/Dining/Kitchen Area with Utility Room off.
GIA 97.91m² or thereabouts.

Outside – Each bungalow will have the benefit of an enclosed rear garden, garage and two further off road parking spaces.

Services – It is understood that all main services are available in Hatherton Road and prospective purchasers should satisfy themselves as to the cost and feasibility of connection.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Block Viewings on Wednesday 13th, 20th and 27th May at 11am.



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LOT 27

Leasehold Investment - First Floor Studio Flat in Gated Development.
*Guide Price: £55,000 - £60,000 (+Fees)

Flat 7, Matthew Court, 367 Hagley Road, Edgbaston, Birmingham, West Midlands, B17 8DL



Property Description:

A first-floor studio flat set within a purpose built secure gated three storey development with a pitched tile roof, benefiting from uPVC double glazing and an electric heater.

Matthew Court is well located in a convenient location on Hagley Road (A456), approximately 0.5 miles from Bearwood Road Shopping Centre, approximately 1.9 miles from Five Ways Train Station and 2.8 miles from Birmingham City Centre.

Tenancy Information:

The property is currently let on a Periodic Assured Tenancy at a rental of £630pcm (£7,560 per annum). The existing tenant has been in occupation of the property since 9th January 2025.

Accommodation:

Flat:
Open plan living room/bedroom (5.6m x 2.8m) and kitchen area (2.2m x 1.71m), utility area with wash basin, and shower room with WC.

Communal Areas - Secure communal entrance, gardens and secure gated residents communal parking.

Leasehold Information:

Term: 999 years from 25th March 1983.

Ground Rent: One Peppercorn

Share of Freehold:

Owners of the flat will become a director and shareholder of Matthew Court (Edgbaston) Limited which owns the Freehold for the development.

Service Charge:

The development is managed by Cottons. The service charge is currently £900 per annum with a 10% discount if paid within 14 days of being due (effectively £810 per annum).

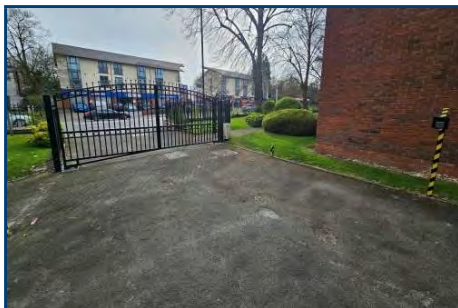
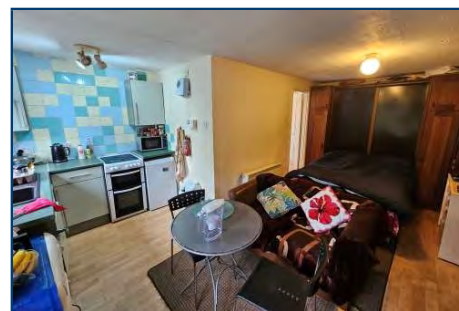
Council Tax: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



LOT 28

Freehold Vacant Retail Shop with Flat Above
*Guide Price: £130,000 - £150,000 (+Fees)

29 Langley High Street, Oldbury, West Midlands B69 4SN

Property Description:

A mid terrace property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit previously trading as premier cars a first floor one bedroom flat and brick built workshop to the rear. The property is located in a popular high street directly opposite Langley Park within a parade of shops that supply a variety of retail shops and restaurants. Langley High Street is located off Broad Street and Langley Green Road and the property is approximately within half a miles distance to Junction 2 of the M5 Motorway.

Accommodation:

Ground Floor: Retail Area (4.88 x 3.97m), Inner Hallway with access to first floor flat, WC (2.05 x 1.21m), Kitchen (3.00 x 3.99m max), Stairs
First Floor Flat Kitchen (3.91 x 1.84m), Lounge (4.57 x 2.67m), Bedroom (4.21 x 2.63m) and Bathroom (2.46 x 1.98m) having bath, wash basin and wc.



Outside:

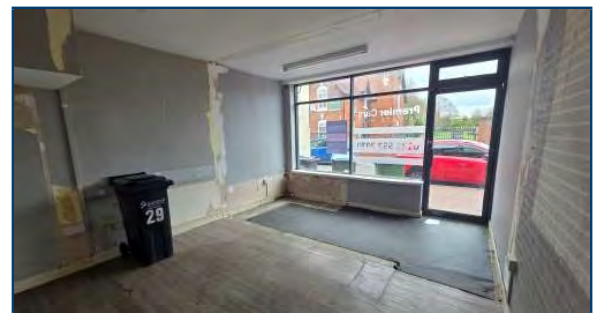
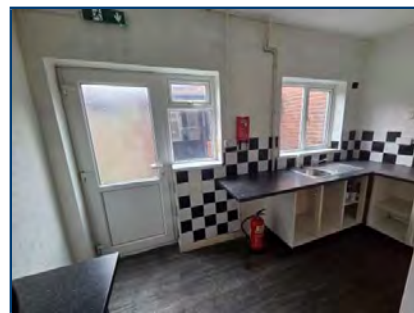
Rear: Yard area with brick built workshop accessed via the rear of the property or side entrance.
Council Tax Band – Flat A
EPC Rating – Retail Shop - E

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 29

Freehold Investment - Retail Shop with Flat Above
*Guide Price: £150,000 - £170,000 (+Fees)

31 Langley High Street, Oldbury, Sandwell B69 4SN

Property Description:

A mid terrace property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground fast food takeaway currently trading as Spice Box and a first floor one bedroom flat. The property is located in a popular high street directly opposite Langley Park within a parade of shops that supply a variety of retail shops and restaurants. Langley High Street is located off Broad Street and Langley Green Road and the property is approximately within half a miles distance to Junction 2 of the M5 Motorway. The property is currently let on a 5 year lease from 1/11/2024 at a rental of £500 pcm (£6,000 per annum).

Accommodation:

Ground Floor: Serving Area (4.80 x 3.92), Kitchen (4.09 x 2.99m), Preparation Room (3.34 x 2.32m).
First Floor Flat
Access via the Rear
Kitchen (1.49 x 2.57m), Lounge (4.57 x 2.68m) Bedroom 1 (3.65 x 1.81m)



Bedroom 2, partitioned off from the kitchen (1.68 x 2.66m), Bathroom (2.40 x 1.94m) having bath, wash basin and wc.

Outside:

Rear: Yard area with shed accessed via the rear of the property or side entrance.

Council Tax Band – Flat - A

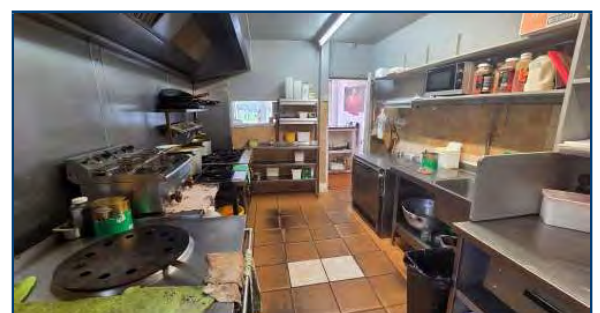
EPC Ratings – Retail Shop - E, Flat - E

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 22



LOT 30

Freehold Vacant Semi-Detached House with Three Bedrooms
*Guide Price: £120,000 - £129,000 (+Fees)

117 Salisbury Road, Market Drayton, Shropshire, TF9 1BX



Property Description:

A modern semi-detached house of predominantly brick construction, with pitched tile-clad roof, providing well laid out accommodation, benefitting from gas fired central heating, UPVC double glazed windows and an off-road car parking space, but requiring modernisation and refurbishment throughout.

Salisbury Road forms part of an established residential area, and leads via Highfield, off Shrewsbury Road, within 1 mile to the west of Market Drayton Town Centre. Market Drayton comprises an historic market town on the banks of the river Tern in Northern Shropshire, close to the borders Cheshire and Staffordshire and is served by the A53 major road which connects to the towns of Shrewsbury to the South, Newcastle under Lyme, Stoke on Trent and Leek to the North.

Accommodation:

Ground Floor:

Kitchen: 4.33m X 2.44m with a range of fitted units, Lounge/Dining Room: 5.49m x 3.36m. Rear Entrance Hall with understairs store

First Floor:

Stairs and Landing, Bedroom One: 5.31m x 2.46m, Bedroom Two: 2.67m x 2.42m, Bedroom Three: 3.62m x 1.77m, Bathroom: 1.8m x 1.57m with panel bath, pedestal wash basin and wc.

Outside:

Front: Lawned fore garden with parking space, pedestrian side access to rear
Rear: Paved patio and garden

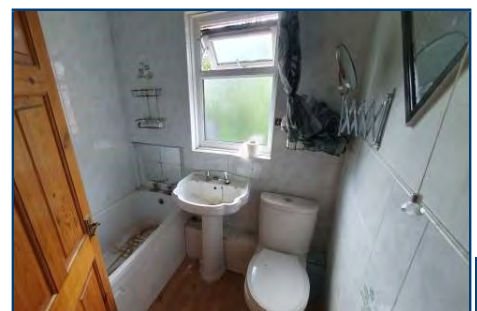
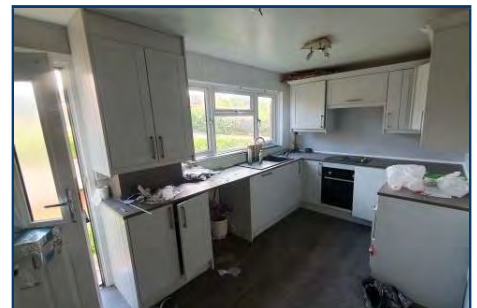
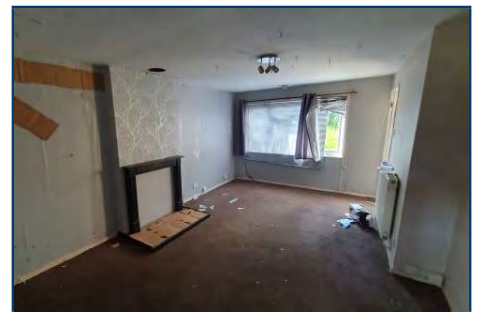
Council Tax: B

EPC Rating: D (63)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.



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LOT 31

Freehold Investment - Mid-Terraced House with Three Bedrooms

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

1 Langley Grove, (off Langley Road), Small Heath, Birmingham, West Midlands B10 0TP

Property Description:

A traditional mid-terraced house of two-story brick construction surmounted by a pitched tile clad roof, set back behind a fore garden and forming part of a terrace of similar properties located on a pedestrian walkway leading off Langley Road which provides direct access to a wide range of retail amenities and services located on Coventry Road (A45).

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

The property is currently let on an Assured Periodic Tenancy at a current rental of £800 pcm (£9,600 per annum) effective from 1st May 2026. The tenant has occupied the property since 2014 and has indicated that they would like to remain in the property for the foreseeable future.

Accommodation:

Ground Floor:

Reception Hall, Lounge: 3.42m x 2.97m, Inner Hall with store, Rear Reception Room: 3.99m x 3.35m, Kitchen: 2.77m x 1.8m with range of units, Bathroom: 2.21m x 1.86m with panel bath having shower attachment, pedestal wash basin and wc.

First Floor:

Stairs and Landing, Bedroom One: 4.03m x 3.42m, Bedroom Two: 3.47m x 2.95m, Bedroom Three: 2.75m x 1.77m

Outside:

Front: Fore Garden and a separate lawned communal garden located on the Grove
Rear: Paved yard.

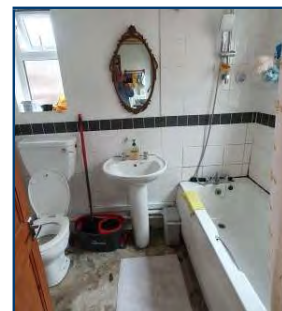
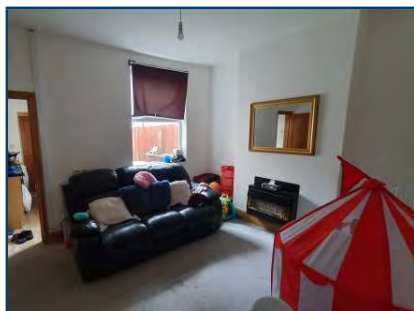
Council Tax Band: A

EPC Rating: D (66)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule online



LOT 32

Freehold Investment - Mid-Terraced House with Three Bedrooms

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

2 Langley Grove, (off Langley Road), Small Heath, Birmingham, West Midlands B10 0TP

Property Description:

A traditional mid-terraced house of two-story brick construction surmounted by a pitched tile clad roof, set back behind a fore garden and forming part of a terrace of similar properties located on a pedestrian walkway leading off Langley Road which provides direct access to a wide range of retail amenities and services located on Coventry Road (A45).

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

The property is currently let on an Assured Periodic Tenancy at a current rental of £800 pcm (£9,600 per annum) effective from 1st May 2026. The tenant has occupied the property since 2017 and has indicated that they would like to remain in the property for the foreseeable future.

Accommodation:

Ground Floor:

Reception Hall, Lounge: 3.43m x 2.94m, Inner Hall with store, Rear Reception Room: 4.01m x 3.42m, Kitchen: 2.75m x 1.8m with range of units, Bathroom: 2.27m x 1.89m with panel bath having shower attachment, pedestal wash basin and wc.

First Floor:

Stairs and Landing, Bedroom One: 4.04m x 3.93m, Bedroom Two: 3.42m x 3.13m, Bedroom Three: 2.79m x 1.81m

Outside:

Front: Fore Garden and a separate lawned communal garden located on the Grove
Rear: Paved yard.

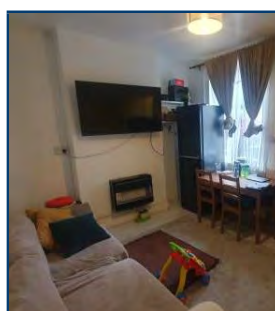
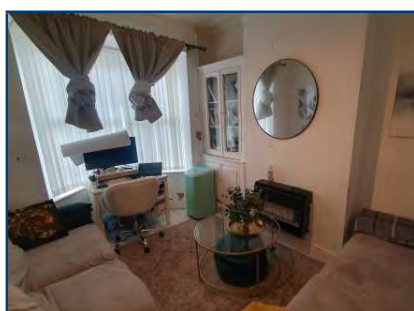
Council Tax Band: A

EPC Rating: E (52)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule online



LOT 33

Freehold Investment - Two Bedroom Semi-Detached House.
*Guide Price: £110,000 - £120,000 (+Fees)

26 Lancaster Place, Walsall, West Midlands WS3 3NE

Property Description:

A two bedroom semi-detached property surmounted by a tiled clad roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and electric heating. The property is located on Lancaster Place which in turn is found off Field Road and the property is within approximately a miles distance from Bloxwich Town Centre. The property was let on an Assured Shorthold Tenancy Agreement dated 26/04/2013 and produces a rental of £440 pcm (£5,280 per annum).

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (3.81x4.19m), Dining Room: (2.95x2.02m),

Kitchen: (2.65x2.95m), Stairs

First Floor

Landing, Bedroom 1: (3.23x4.85m), Bedroom 2: (3.96x2.67m), Shower Room: (1.73x2.00m) having shower cubicle, wash basin and WC

Outside:

Front: Lawned foregarden

Rear: Patio and lawned garden with side lean-to

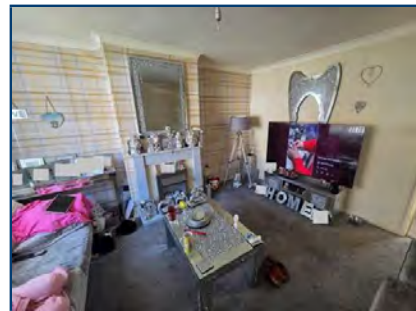
Council Tax Band – A

EPC Rating – E

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 34

Leasehold Vacant Two Bedroom Maisonette (New 125 Year Lease)
*Guide Price: £60,000 - £65,000 (+Fees)

186A Stephenson Avenue, Walsall, West Midlands WS2 7DU

Property Description:

A first floor maisonette forming part of a traditional two storey property of brick wall construction surmounted by a pitched tile roof, benefiting from part uPVC double glazed windows and gas fired central heating system, requiring some updating and cosmetic improvement.

The property is conveniently situated approximately 0.9 miles from Bloxwich High Street, 1.1 miles from Junction 10 of the M6, and 1.6 miles from Walsall Town Centre and Walsall Train Station.

Accommodation:

Ground Floor

Entrance hallway.

First Floor

Stairs and landing, Living Room (4.57m x 3.39m), Kitchen (2.83m x 2.18m), Bedroom One (4.2m x 3.33m), Bedroom Two (3.39m x 3.85m max), Bathroom with Bath, wash basin and WC.

Outside

Rear – Private Garden.

Leasehold Information

Term: The Seller Amplius Housing Association shall grant a new 125 year lease on completion.

Ground Rent: One Peppercorn.

Service Charge: No service charges are payable.

Council Tax Band: A

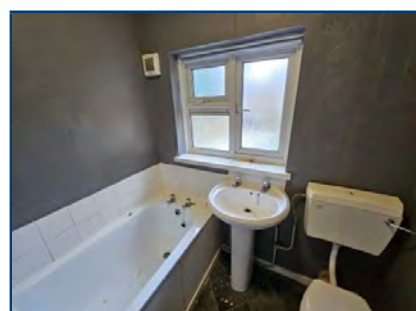
EPC Rating: C

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



LOT 35

A Freehold Vacant Detached Cottage Set in Approximately 0.28 Acres

*Guide Price: £350,000 - £390,000 (+Fees)

Plover Cottage 574 Tanworth Lane, Shirley, Solihull, West Midlands, B90 4JE



Property Description:

A detached two bedroom cottage of brick construction surmounted by a tiled roof set back from the road behind a driveway and lawned gardens to the front, rear and side. The property is set in a substantially sized plot extending to approximately 0.28 acres (1,116sq.mtrs). The cottage requires complete modernisation and improvement throughout however due to the size of the plot itself and having an open aspect to the rear offers enormous potential for redevelopment subject to obtaining the necessary planning consent. All interested parties must satisfy themselves in full with any potential proposals they have with Solihull Metropolitan Borough Council prior to bidding. The property is located on Tanworth Lane (B4102) close to the junction with Watery Lane on the outskirts of Cheswick Green village.

Accommodation:

Ground Floor

Entrance Porch, Lounge: (5.21 x 4.09m), Sun Room: (5.26 x 2.03m), Utility Area: (2.49 x 1.98m), Kitchen: (4.06 x 2.51m),

Bathroom having bath, wash basin and WC.

First Floor

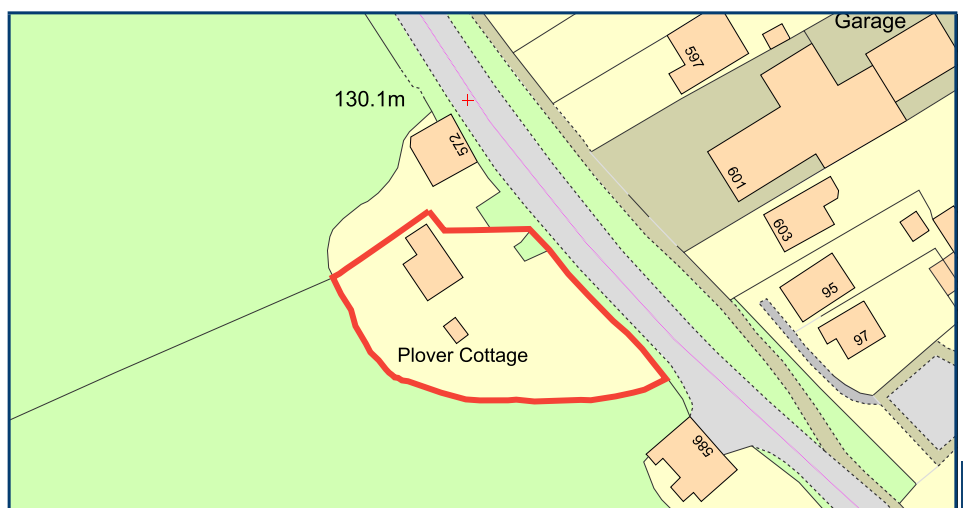
Bedroom 1: (4.04 x 4.14m), Bedroom 2: (4.09 x 2.46m)

Outside:

Driveway along front, rear and side gardens

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

Viewings – Via Cottons – 0121 247 2233



LOT 36

Freehold Vacant End Terraced House with Three Bedrooms
*Guide Price: £110,000 - £120,000 (+Fees)

85 Masshouse Lane, Kings Norton, Birmingham, West Midlands B38 9AH

Property Description:

A Freehold vacant end terraced house of two story brick construction, surmounted by a pitch tile clad roof, set back from the road behind a fore garden and providing well laid out accommodation including three bedrooms but requires modernisation and repair throughout.

The property forms part of a popular and established residential area conveniently situated within 300 meters from Kings Norton Green which provides access to a wide range of local retail amenities, services, bars and restaurants.

Masshouse Lane leads directly off the roundabout junction with Pershore Road South and Wharf Road conveniently located within approximately 1/2 mile from Kings Norton Railway Station providing commuting access to Birmingham Five Ways Railway Station.

Accommodation:

Ground Floor:

Porch, Entrance Hall, Lounge: 4.08m x 4.00m plus bay window, Dining Room: 3.54m x 2.74m, Kitchen: 3.10m x 2.35m, Shower Room: 2.73m x 1.34m with shower, wash basin and wc.

First Floor:

Stairs and Landing, Bedroom One: 3.83m x 3.09m, Bedroom Two: 3.08m x 3.06m, Bedroom Three: 2.55m x 1.84m, Bathroom: 1.9m x 1.85m with bath and wash basin

Outside:

Front: Fore garden with scope for off road parking (subject to planning consent)
Rear: Overgrown garden

Council Tax: B

EPC Rating: Refer to Legal Documents

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to viewing schedule online.




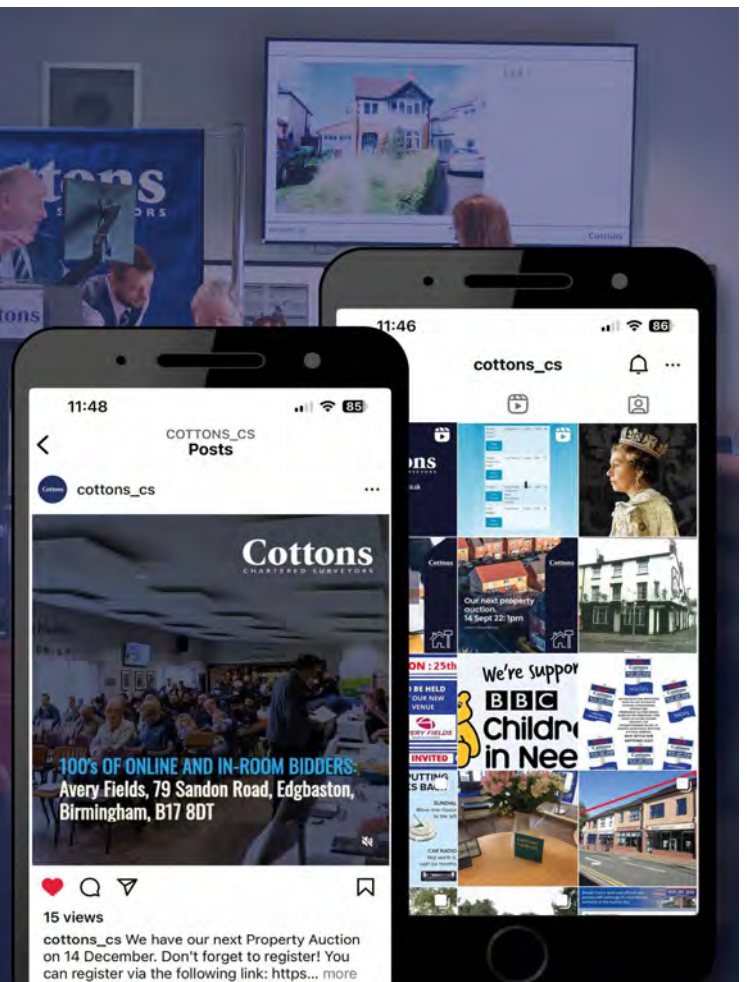
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EPC's

Energy performance certificate (EPC)

1 Freer Street B67 7DD	Energy rating D	Valid until 18 September 2023
Issue date 21 February 2023	Valid until 7 June 2022	Certificate number 2115-2009-880-3373-0247

Property type: Retail/Financial and Professional Services
Total floor area: 424 square metres

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

Energy rating and score
This property's energy rating is D.
Properties get a rating from A+ (best) to G (worst) and a score.
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: **15 A**
If typical of the existing stock: **21 F**

1 FREER STREET

Energy performance certificate (EPC)

29 Langley High Street B67 6DZ	Energy rating E	Valid until 7 June 2022
Issue date 21 February 2023	Valid until 7 June 2022	Certificate number 2115-2009-880-3373-0247

Property type: Retail/Financial and Professional Services
Total floor area: 79 square metres

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

Energy rating and score
This property's energy rating is E.
Properties get a rating from A+ (best) to G (worst) and a score.
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: **15 B**
If typical of the existing stock: **104 E**

29 LANGLEY HIGH STREET

Energy performance certificate (EPC)

31 Langley High Street B67 6DZ	Energy rating D	Valid until 21 November 2024
Issue date 21 February 2023	Valid until 21 November 2024	Certificate number 2115-2009-880-3373-0247

Property type: A3/A14 Restaurant and Catering/Drinking Establishments and 149 Food takeaways
Total floor area: 39 square metres

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

Energy rating and score
This property's energy rating is D.
Properties get a rating from A+ (best) to G (worst) and a score.
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: **15 A**
If typical of the existing stock: **21 F**

31 LANGLEY HIGH STREET

Energy performance certificate (EPC)

66 Market Street B67 7DD	Energy rating C	Valid until 21 February 2024
Issue date 21 February 2023	Valid until 21 February 2024	Certificate number 2115-2009-880-3373-0247

Property type: Retail/Financial and Professional Services
Total floor area: 86 square metres

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

Energy rating and score
This property's energy rating is C.
Properties get a rating from A+ (best) to G (worst) and a score.
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: **15 A**
If typical of the existing stock: **26 B**

66 MARKET STREET

Energy performance certificate (EPC)

143 Salop Road B67 6DZ	Energy rating C	Valid until 29 June 2024
Issue date 21 February 2023	Valid until 29 June 2024	Certificate number 2115-2009-880-3373-0247

Property type: Restaurants and Catering/Drinking Establishments/Takeaways
Total floor area: 44 square metres

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

Energy rating and score
This property's energy rating is C.
Properties get a rating from A+ (best) to G (worst) and a score.
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: **15 A**
If typical of the existing stock: **26 B**

143 SALOP ROAD

Cottons

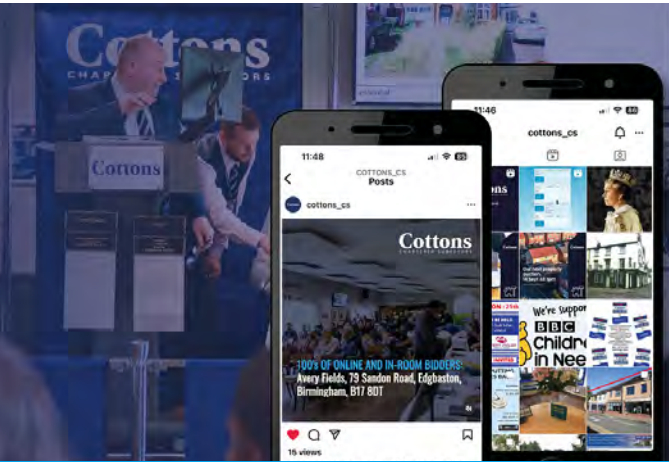
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Sale Memorandum

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:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

G4. Title and identity

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

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

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

G5. Transfer

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

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

G9. Landlord's licence

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

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

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

G16. Capital allowances

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

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

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

G16.4 The seller and buyer agree:

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

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

G21. Environmental

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

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

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

G22. Service Charge

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

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

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

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

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

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

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

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

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

G23. Rent reviews

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

G24. Tenancy renewals

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. Warranties

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

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

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

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

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

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

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

G28. Notices and other communications

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

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

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

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

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

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

G30. Extra General Conditions

G30.1 If a cheque for all or part of the deposit is not cleared on first presentation, the auctioneers are under no obligation to 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.

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