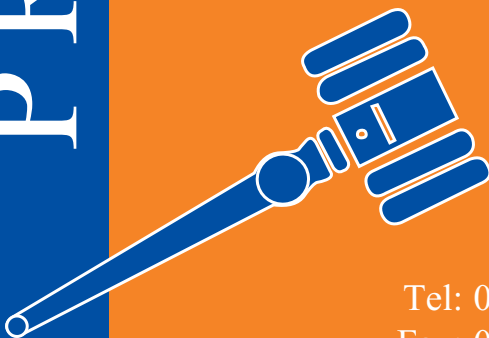


# PROPERTY AUCTION

**Cottons**  
Chartered Surveyors

TUESDAY  
17TH FEBRUARY 2009  
AT 11.00 AM

ASTON VILLA  
FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE



Tel: 0121 247 2233  
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# IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

## CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale 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. Your legal adviser will 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.

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 fitments, drains and any other pipework, appliances and electrical fitments. 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. 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. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. 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.

8. 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.

9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.

10. 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.

11. 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.

12. 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.

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

14. The successful bidder will be required to pay an Administration Fee of £295 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), 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 £150 + VAT.

## FOOTNOTE

If you have never been to an auction before or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. We will do our utmost to help.

# Auction Sale

## 63 LOTS

To include a range of Residential and Commercial Vacant and Investment property, along with Redevelopment Opportunities, Land and Freehold Ground Rents comprising:

- 3 Freehold Building Plots
- 6 Freehold Commercial Investments
- 2 Freehold Development Sites
- 4 Freehold Parcels of Land
- 6 Freehold Ground Rents
- 1 Freehold Commercial/Residential Investment
- 7 Freehold Residential Investments
- 1 Leasehold Garage
- 5 Freehold Vacant Commercial Properties
- 22 Freehold Vacant Residential Dwellings
- 2 Leasehold Residential Investment Properties
- 4 Leasehold Vacant Residential Properties

### ORDER OF SALE

#### Lot Property

1	59 Windermere Road, Handsworth	Freehold Vacant Residential
2.	20 Bellefield Avenue, Bellefield Road	Freehold Vacant Residential
3.	379 Bilston Road, Wolverhampton	Freehold Vacant Residential
4.	19 Winstanley Road, Stetchford, Birmingham	Freehold Vacant Residential
5.	75 Hindhead Road, Kings Heath	Freehold Vacant Residential
6.	Flat 36 Bromford Court 110 Houldey Road	Leasehold Vacant Residential
7.	102 Arden Road, Aston	Freehold Vacant Residential
8.	5 Pinfold Crescent, Wolverhampton	Freehold Vacant Residential
9.	Development Site, 14/16 Ivyhouse Lane, Bilston	Freehold Development Land
10.	10 Browns Court, Wake Green Park, Wake Green Road, Moseley	Leasehold Vacant Residential
11.	19 Stoneyhurst Road, Erdington	Freehold Vacant Residential
12.	29 Palmvale Croft, Sheldon	Freehold Vacant Residential
13.	40 Bristnall Hall Crescent, Oldbury	Freehold Vacant Residential
14.	7/7a Station Road, Hednesford, Cannock	Freehold Commercial Investment
15.	Paganel Industrial Estate, Turner Street, Dudley	Freehold Commercial Investment
16.	Unit At Rear Of 116 Wellington Road, Dudley	Freehold Vacant Commercial
17.	65/65a New Street, Wellington, Telford, Shropshire	Freehold Commercial Investment
18.	59 Beauchamp Road, Moseley	Freehold Vacant Residential
19.	39 Poultney Street, West Bromwich	Freehold Vacant Residential
20.	7 Hardwick Road, Solihull	Freehold Ground Rent
21.	31 Hardwick Road, Solihull,	Freehold Ground Rent
22.	33 Frankburn Road, Sutton Coldfield	Freehold Ground Rent
23.	32 Mayfield Road, Streetly	Freehold Ground Rent
24.	35 Mayfield Road, Streetly	Freehold Ground Rent
25.	1 Northside Drive, Sutton Coldfield	Freehold Ground Rent
26.	15 Croydon Road, Erdington	Freehold Vacant Residential
27.	79 Lansdowne Road, Handsworth	Freehold Vacant Commercial
28.	Unit 1 (3), Doulton Trading Estate, Doulton Road, Rowley Regis	Freehold Vacant Commercial
29.	Site 431 Hagley Road, Edgbaston	Freehold Land with Potential



30.	Building Plot Adj Newton House, Gipsy Lane, Willenhall	Freehold Building Plot
31.	2 Deakin Road & 88 Wood End Road	Freehold Residential Vacant/Investment
32.	387 Gillott Road, Edgbaston, Birmingham	Freehold Residential Investment
33.	The Cottage, Gilson Road, Coleshill	Freehold Vacant Residential
34.	59 Queens Road, Smethwick	Freehold Vacant Residential
35.	41 Camberley, Beacon View Road, West Bromwich	Leasehold Residential Investment
36.	Flat 46, Courtney, St. Cecilia Close, Kidderminster	Leasehold Vacant Residential
37.	46 Victor Tower, Bloomsbury Street, Nechells	Leasehold Residential Investment
38.	29 Heathfield Road, Handsworth	Freehold Vacant Commercial
39.	26 - 26a Grange Road, Small Heath	Freehold Commercial Investment
40.	308 Haunch Lane, Kings Heath	Freehold Commercial Investment
41.	Sandwell News, 225 Sandwell Road, Handsworth, Birmingham,	Freehold Vacant Commercial
42.	118 Hunters Road, Birmingham	Freehold Vacant Residential
43.	43a Gravelly Hill North, Erdington	Freehold Residential Investment
44.	215 Lakey Lane, Hall Green	Freehold Commercial Investment
45.	Land At Rear Of 8 Ketley Vallens, Ketley, Telford	Freehold Building Plot
46.	Res Devl Site, C/O Coal Pool Lane And Harden Road	Freehold Development Land
47.	Plot 63, Coppice Lane, Hammerwich	Freehold Land
48.	102 The Lindens, Newbridge Crescent, Wolverhampton	Leasehold Vacant Residential
49.	137 City Road, Edgbaston	Freehold Residential Investment
50.	86 Shenstone Road, Edgbaston	Freehold Residential Investment
51.	3 & 5 Brook Street & 1 & 2 Bakers Court, Raunds, Northants	Freehold Comm/Residential Investment
52.	548 Vernon Road, Nottingham	Freehold Residential Investment
53.	118 Lincoln Road, Newark, Nottinghamshire	Freehold Residential Investment
54.	5 Poplar Road, Oldbury	Freehold Vacant Residential
55.	Garage 12, Overbury Close, Northfield	Leasehold Garage
56.	Land At Ledbury Rd, Nr. Tewkesbury, Worcs	Freehold Land
57.	Land Adj 84 Sandwell Road, Handsworth	Freehold Land with Potential
58.	Building Plot Rear Of 131 Stoney Lane, Yardley	Freehold Building Plot
59.	20 Essex Street, Walsall	Freehold Vacant Residential
60.	95 Edale, Wilnecote, Tamworth	Freehold Vacant Residential
61.	89 Chapelon, Tamworth, Staffordshire	Freehold Vacant Possession
62.	272 Jockey Road, Sutton Coldfield	Freehold Vacant Residential
63.	26 Bull Street, Harborne	Freehold Vacant Residential

## PROXY & TELEPHONE BIDDING

**We can arrange to set up Telephone or  
Proxy Bids if you are unable to attend the Auction**

**Please contact the Auction Team on**

**0121 247 2233**

**For further details and Terms & Conditions**

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

**Valuers** Ian M. Axon, Steve Smith B.Sc. Hons

**Auction Manager** Alison J. Bosworth

**Auction Team** Peter C. Longden FRICS, Mark M. Ward AssocRICS  
Kevin Hogan, Nada Turton, Jane Moran, Sharon O'Malley MNAEA,  
Tricia Doyle, Debra Slater, Hughie McCourt and Eric Watts.



# IMPORTANT NOTICE

## PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

New Money Laundering Regulations have been introduced by the Government affecting Auctioneers from 1st March 2004 and 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**
- **Debit Card Payments**

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.

- **Credit Card Payments**  
(credit card payments are subject to a surcharge of 2%)

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

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

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.



**LOT 1****Freehold Vacant Possession**

**59 Windermere Road,  
Handsworth,  
Birmingham B21 9RQ**

**Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled garden. The property requires modernisation and improvement throughout, and is situated between College Road and Oxhill Road (A4040). The property is within approximately half a miles distance from the main shops and amenities located on the Soho Road (A41) and also within a mile and a half distance from the University of Central England, Perry Barr Campus.

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

Entrance Hallway, Lounge, Living Room, Kitchen, stairs to first floor

**First Floor:**

Three Bedrooms and Bathroom having panelled bath, pedestal wash basin, separate WC

**Outside:**

Front – Walled foregarden

Rear – Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 2****Freehold Vacant Possession**

**20 Bellefield Avenue,  
Bellefield Road,  
Birmingham B18 4EN**

**Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and external doors and gas fired central heating. Bellefield Avenue is situated off Bellefield Road which in turn leads directly off Dudley Road (A457) and provides access to both local shops and amenities and City Hospital being within approximately one quarter of a mile distance.

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

Front Reception Room, Inner Hall with Cellar access, Rear Reception Room, Kitchen

**First Floor:**

Stairs and Landing, Two Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

**Outside:**

(Front) Lawned foregarden

(Rear) Yard and garden with shared pedestrian access

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**IMPORTANT NOTICE**

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 26th March 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



**LOT 3****Freehold Vacant Possession**

**379 Bilston Road,  
Wolverhampton  
WV2 2NN**

**Property Description:**

A mid terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, part UPVC double glazed windows and gas fired central heating, however does require some modernisation and improvement. The property is located close to the junction with Holloway Street and the Bilston Road itself (A41) provides direct access to Wolverhampton City Centre being within approximately a mile and a half distance.

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

Through Lounge, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC, stairs to first floor

**First Floor:**

Three Bedrooms

**Outside:**

Front – Walled foregarden

Rear – Lawned garden and shed

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 4****Freehold Vacant Possession**

**19 Winstanley Road,  
Stetchford, Birmingham  
B33 8UH**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a predominantly slate clad roof, requiring complete modernisation and improvement throughout. Winstanley Road comprises of a cul-de-sac leading off Stuarts Road which in turn leads off Bordesley Green East (B4128). The property is conveniently within approximately three quarters of a mile distance from Stetchford Railway Station, Stetchford Retail Park and Birmingham Heartlands Hospital.

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

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

**First Floor:**

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Front) Small walled foregarden

(Rear) Brick paved yard and garden with shared pedestrian access

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



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**75 Hindhead Road, Yardley Wood, Birmingham B14 4HD**

**Property Description:**

An end terraced house of rendered brick construction surmounted by a pitched interlocking tile clad roof, benefiting from gas fired central heating, part double glazed windows and three bedrooms but requiring cosmetic improvement and modernisation throughout. Hindhead Road forms part of an established residential estate and is located via Cleeve Road, off School Road and conveniently within approximately half a mile distance from local shops and amenities on Highfield Road along with Yardley Wood Railway Station.

**Vendors Solicitors:**

Refer to Auctioneers

**Accommodation:**

**Ground Floor:**

Entrance Hall, Lounge, Dining Room, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc, Kitchen

**First Floor:**

Stairs and landing, Three Bedrooms

**Outside:**

(Front) Lawned foregarden set behind a mature privet hedge, pedestrian side access to rear

(Rear) Patio and lawned garden

**Viewings:**

Via Cottons – 0121 247 2233



**Flat 36 Bromford Court, 110 Houldey Road, Northfield, Birmingham, B31 3HJ**

**Property Description:**

A First Floor Flat located in a purpose built low rise development, benefiting from part UPVC double glazing but otherwise requiring modernisation and improvement. Houldey Road itself is located directly off Staple Lodge Road which in turn runs off West Heath Road approximately six miles west of Birmingham City Centre.

**Accommodation:**

**First Floor:**

Reception Hall, Living Room, Bedroom, Kitchen, and Bathroom with panelled bath, wash hand basin and WC

**Outside:**

Garage located in communal garage yard at lower ground floor level.

**Leasehold Information:**

The property is of a Leasehold Tenure for a term of 125 years which commenced 29 September 1988. Ground Rent - £40 rising to £200 and maintenance rent.

Please refer to Solicitors for further details.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**102 Arden Road, Aston,  
Birmingham B6 6AR**

**Property Description:**

A traditional three storey double fronted house of brick construction surmounted by a pitched replacement tile clad roof and set back from the road behind a paved forecourt. The property provides well laid out accommodation benefiting from gas fired central heating, UPVC double glazed windows and four double bedrooms. Arden Road runs between Fentham Road and Birchfield Road (A34) and is conveniently within approximately two thirds of a mile distance from Perry Barr which includes the One Stop Shopping Centre, Perry Barr Railway Station and the University of Central England.

**Accommodation:**

**Ground Floor:**

Reception Hall, Sitting Room, Lounge with archway opening to Dining Room, Kitchen

**First Floor:**

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath having electric shower over, pedestal wash basin, and WC, separate WC

**Second Floor:**

Stairs and Landing and Two Double Bedrooms

**Outside:**

Front – Full width paved forecourt

Rear – Concrete yard and brick store

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE ADVICE AT THE AUCTION BETWEEN 11.30AM AND 1.30PM





**5 Pinfold Crescent, Wolverhampton,  
West Midlands WV4 4E**

**Property Description:**

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned front garden and driveway giving access to garage providing off road parking. The property benefits from having well laid out accommodation, gas fired central heating, however does require some modernisation and improvement. Pinfold Crescent is located off Pinfold Lane which in turn is found off Warstone Grove. The property is set in an established residential area and is within approximately two miles distance from Wolverhampton City Centre which provides a wide range of shops and amenities as well as housing the University of Wolverhampton.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen, Lean to with store and WC, stairs to first floor

**First Floor:**

Three Bedrooms and Shower Room having shower cubicle, wash basin and WC

**Outside:**

Front – Lawned foregarden and driveway leading to garage

Rear – Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**Development Site, 14/16 Ivyhouse Lane,  
Bilston, West Midlands WV14 9JH**

**Property Description:**

A Freehold parcel of regular shaped land which has been cleared to provide an open site extending to approximately 0.155 acres. The site itself benefits from Planning Consent for the proposed development of 2 No. four bedroom detached dwelling houses. The site itself is located on Ivyhouse Lane close to the junction with Birmingham Road (A4123).

**Planning:**

The property benefits from Planning Consent (Ref – P08/1575) granted on 19 November 2008 by Dudley Metropolitan Borough Council for the “Erection of 2 No. detached dwellings.” This is a re-submission of refused application P08/1188.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**ID**

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

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

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





**10 Browns Court, Wake Green Park,  
Wake Green Road, Moseley, Birmingham B13 9XU**

**Property Description:**

A purpose built ground floor flat forming part of a three storey block. The flat is situated on Wake Green Park which comprises of a popular and established development containing a range of apartment blocks, set within mature landscaped grounds. Wake Green Park is located off Belle Walk which in turn leads off Wake Green Road (B4217) and is conveniently within approximately half a mile distance from Moseley Shopping Centre. The property benefits from modern kitchen and bathroom fittings and independent electric heating along with a lock-up garage in an adjacent block.

**Accommodation:**

**Ground Floor:**

Communal Entrance Hall, Reception Hall, Bedroom, Bathroom with modern suite comprising panelled bath having electric shower over, wash basin and wc, Lounge, Kitchen with a range of modern units incorporating stainless steel oven, hob and cooker hood.

**Outside:**

Well maintained landscaped communal gardens, car parking area and a lock up garage located in an adjacent block

**Leasehold Information:**

**Term:** 125 years from 25 March 1984

**Ground Rent:** £10 per annum

**Service Charge:** Refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## 19 Stoneyhurst Road, Erdington, Birmingham B24 8HA

### Property Description:

A semi detached property of rendered brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, majority double glazed windows and gas fired central heating. The property is offered generally in presentable condition, however does require some modernisation and improvement. Stoneyhurst Road is located off Wheelwright Road and Tyburn Road (A38), the latter of which gives direct access to both the Aston Expressway and junction 6 of the M6 motorway being within approximately half a miles distance. The property is also within half a miles distance from the main shops and amenities located on Erdington High Street.

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Inner Lobby housing two store rooms and stairs to first floor

#### First Floor:

Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

#### Outside:

Front – Lawned Foregarden

Rear – Lawned Garden with Storage shed

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion will be 42 days following exchange of contracts

## NOTICE COMPLETION DATES

**PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.**

**IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.**



**LOT 12****Freehold Vacant Possession****29 Palmvale Croft,  
Sheldon,  
Birmingham B26 2US****Property Description:**

A detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and pathway. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, however does require some modernisation and improvement. Palmdale Croft can be found off Brendan Road which in turn runs from Horrell Road. The property is set in an established residential area and is within approximately half a miles distance from the Coventry Road (A45) which gives direct access to both Birmingham International Airport and Birmingham City Centre.

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

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen and Lean to, stairs to first floor

**First Floor:**

Three Bedrooms and Bathroom having panelled bath, wash basin and WC

**Outside:**

Front – Lawned foregarden

Rear - Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 13****Freehold Vacant Possession****40 Bristnall Hall Crescent, Oldbury,  
West Midlands B68 9TU****Property Description:**

A semi detached property of rendered brick construction surmounted by a hipped tiled clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, part UPVC double glazed windows (some of which have suffered some vandalism), and the property itself does require some modernisation and improvement. Bristnall Hall Crescent is set in an established residential area and located of Bristnall Hall Road, the property is also approximately one and a half miles from junction 2 of the M5 motorway.

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

Entrance Hallway, Lounge, Kitchen, WC.

**First Floor:**

Three Bedrooms and Bathroom having corner, wash basin and WC

**Outside:**

Front – Walled Foregarden  
Rear - Lawned Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**7/7A Station Road, Hednesford, Cannock, Staffordshire, WS12 4DH**

**Property Description:**

A pair of terraced properties located within close proximity to Hednesford Train Station and virtually opposite a large Medical Centre with integrated Lloyds Chemist. The accommodation presently comprises of two single storey retail units together with a large three bedroom flat to the first floor. All are currently let producing a Total Rental Income of £16,120 per annum. The property itself is located in Hednesford approximately two miles to the north east of Cannock Town Centre.

**Accommodation:**

**No. 7 Station Road - Ground Floor shop (Beauty Salon)**

Retail Area extending to 27.9sq. m. (300.sq.ft) Partitioned Treatment Room, Kitchen, and Separate WC. This unit is offered in presentable condition and benefits from UPVC double glazed shop front, laminate flooring and modern kitchen fitments.

**No. 7a Station Road - Ground Floor Retail (Computer Shop)**

Retail Area, Kitchen, Private Office and separate WC.

The Gross Internal Area is approximately 63sq.m. (678sq.ft). This property requires some modernisation and improvement.

**Flat: Self contained access to front First Floor**

Reception Hall, Living Room, Kitchen, Three Bedrooms, Bathroom with panelled bath, wash hand basin and WC.

**Second Floor:**

Two attic rooms (currently unused and requiring modernisation). The flat itself benefits from part UPVC double glazing and gas fired central heating.

**Tenancy Details:**

**7 Station Road**

This property is currently let on a Full Repairing and Insuring Lease for a term of six years from 19 January 2008 at a current rental of £5,200 per annum. There is a three year rent review pattern in the lease.

**7a Station Road**

Currently let on a Full Repairing and Insuring Lease for a term of six years from 1 February 2008 at a current rental of £5,200 per annum. We are advised the tenant has been in occupation since 1997 and there is a three rent review pattern included in the lease.

**The First and Second Floor Flat:**

Currently let on a Assured Shorthold Tenancy at a rental of £110 per week (£5,720 per annum)

**Total Rental Income:**

£16,120 per annum.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**Paganel Industrial Estate,  
Turner Street, Dudley, DY1 1TX**

**Property Description:**

A modern trading estate investment comprising of 10 Units with secure gated access and CCTV security system. Of the 10 units, 8 are single bay units, whilst there is one twin bay unit. The Vacant units have not been actively marketed by the current owner, as he relies upon word of mouth. Tenants also contribute £131.67 per unit per quarter for the security system and 50% towards building insurance. The estate itself is located on Turner Street, approximately ½ a mile from Dudley Town Centre.

**Schedule of Rents and Accommodation:**

**Unit 5:** Currently let at £250pcm (£3,000pa) + VAT  
The auctioneers have been unable to inspect but the unit benefits from roller shutter door, pedestrian door and concrete floor.

**Unit 6:** Currently let at £230pcm (£2,760pa) + VAT  
The auctioneers have been unable to inspect but the unit benefits from roller shutter door, pedestrian door and concrete floor.

**Unit 7:** Vacant Possession (Potential Rental Income - £250pcm (£3,000pa) +VAT) Approx. 50.61sq.m (544sq.ft.), roller shutter door, pedestrian door and concrete floor.

**Unit 8:** Vacant Possession (Potential Rental Income - £250pcm (£3,000pa) +VAT) Approx. 53.00sq.m. (570sq.ft.), mezzanine floor, roller shutter door, pedestrian door, concrete floor and washroom

**Unit 9/Unit 10:** Let as a double unit at £430pcm (£5,160pa) + VAT Approx. 103.61sq.m. (1,115sq.ft.) including partitioned office/store, roller shutter, pedestrian door, concrete floor and 2 No. Washrooms

**Unit 11:** Let at £250pcm (£3,000pa) + VAT Approx. 49.14sq.m. (528sq.ft.) including partitioned office, entrance lobby and washroom, roller shutter door, pedestrian door and concrete floor.

**Unit 12:** Let at £305pcm (£3,660pa) + VAT – The tenant has given verbal notice to vacate here, and will do so on 31st March, 2009. The notice has been verbally accepted by the landlord Approx. 53.54sq.m. (576sq.ft.) including washroom, roller shutter door with pedestrian access and concrete floor.

**Unit 13/Unit 14:** Vacant Possession (Potential Rental Income - £430pcm (£5,160) + VAT) Approx. 103.45sq. m. (1,113sq.ft.) Pedestrian door, roller shutter door, concrete floor, sink unit, 2 No. Washrooms

**Total Rental Income:** £1,465pcm (£17,580pa)

**Potential Rental Income:** £2,395pcm (£28,740pa)

**Notes:** Units 13 and 14 have previously been occupied by one tenant and therefore the toilet in Unit 14 has been removed and the roller shutter door to Unit 13 has been bricked up. However, both could easily be reinstated and the units separated.

Please refer to either the Auctioneers or their Joint Agent for an up-to-date schedule of rents

**Outside:** The trading estate is fenced with galvanised high level fencing and is accessed via double gates.

**Please Note:** VAT is payable on the purchase price

**Vendors Solicitors:**  
Refer to Auctioneers

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





**Unit at the Rear of 116 Wellington Road, Dudley, West Midlands, DY1 1UB**

**Property Description:**

A regular-shaped workshop/warehouse with two-storey ancillary storage and office accommodation to rear. The property benefits from roller shutter door, concrete floor, timber Belfast roof with glazed lights, fluorescent lights and working height to underside of roof trusses 3.38m, together with parking.

The property itself is located to the rear of 116 Wellington Road, but has a frontage to Turner Street which runs parallel to Wellington Road (B4177), approximately 1/2 a mile to the West of Dudley Town Centre.

**Accommodation:**

**Single Storey Section:**

**Ground Floor:**

Workshop (front): 10.443m x 13.713m (34' 3" x 45')

**Two Storey Section:**

**Ground Floor:**

**Rear Section:** 8.691m x 5.998m (28' 6" x 19' 8"), including Store, Office Area, WC, and Kitchen,

**Rear Office:** 3.418m x 4.048m (11' 3" x 13' 3"),

**Rear Store:** 3.125m x 2.899m (10' 3" x 9' 6")

**First Floor:**

**Open Storage Area**

**(overlooking workshop):** 10.374m x 2.418m,

**Main Office:** 5.437m x 3.702m (17' 10" x 12' 2"),

**Rear Office:** 3.713m x 2.164m (12' 2" x 7' 1")

**Inner Lobby leading to Rear**

**Office/Store:** 4.609m x 2.162m (15' 1" x 7' 1"),

**Middle Office/Store:** 3.159m x 2.371m (10' 4" x 7' 9")

**Storage Area:** 1.602m x 2.288m (5' 3" x 7' 6")

**Total Floor Area:** 292sq.m. (3,148sq.ft.)

**Outside:** An area of land to the left-hand side of the unit (approached from Turner Street) is included in the sale, subject to partial vehicular and pedestrian rights of way enjoyed by 116 and 117 Wellington Road.

**Please Note:** VAT is payable on the purchase price

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**65/65A New Street, Wellington, Telford,  
Shropshire, TF1 1NW**

**Property Description:**

A freehold mid terraced property of traditional brick construction surmounted by a tile clad roof, currently arranged as a self contained Retail Unit to the ground floor together with accommodation to the first and second floor which benefits from planning consent for conversion to a two bedroom flat. The ground floor Retail Area is offered for sale in presentable condition and is currently let on a lease for a term of 20 years at a current rental of £8,750+VAT per annum rising to £9,500+VAT per annum on 1 March 2010. The property itself is located in the main pedestrianised shopping area of Wellington which is located approximately three miles to the west of Telford Town Centre.

**Accommodation  
Ground Floor Retail Unit**

Retail Area extending to approximately 46sq.m (495 sq.ft) Kitchen, Rear Lobby with separate WC and rear yard providing 1 car parking space. There is a Service Charge payable in respect of the maintenance of the rear access road. Please refer to the solicitors for further details.

**First Floor**

Reception Hall (on Ground Floor), two Offices, Kitchen and male and female WC's.

**Second Floor**

Three Offices

**Proposed Accommodation (Flat)**

**Ground Floor**

Reception Hall

**First Floor**

Lounge/Dining Room, Kitchen and separate WC

**Second Floor**

Two Bedrooms and Bathroom.

**Lease Information**

**Ground Floor Retail Unit** – Held on a lease for a term of 20 years which commenced 20 January 2009 at a current rental of £8,750+VAT per annum, rising to £9,500+VAT per annum on 1 March 2010. There is a break clause in favour of the tenant at any time after 15 months, with 3 months notice to be given.

**First/Second Floor**

- Vacant Possession.

**Planning**

Planning consent was granted on 27 March 2008 for "Change of use from offices (Use Class B1) to 1 no. two bedroom dwelling (Use Class C3)" on the first and second floors

Please Note – VAT is payable on the purchase price

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**LOT 18****Freehold Vacant Possession**

**59 Beauchamp Road,  
Billesley, Birmingham  
B13 0NW**

**Property Description:**

A mid terraced house of rendered brick construction surmounted by a pitched interlocking tile clad roof benefiting from mostly UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement throughout. Beauchamp Road leads via Hullbrook Road off Chinbrook Road and the property is located within less than half a mile distance from Yardley Wood Railway Station and within one and a half miles distance from Kings Heath shopping centre providing a wide range of retail amenities and services.

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

Lounge, Kitchen with Pantry and walk in cupboard, Bathroom with panelled bath, pedestal wash basin, Veranda/Lean to with separate WC

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

Front – Partly paved foregarden providing off road parking

Rear – Shared pedestrian access to yard with brick store and lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 19****Freehold Vacant Possession**

**39 Poultney Street,  
West Bromwich,  
West Midlands B70 0LD**

**Property Description:**

A mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and external doors and three bedrooms. The property has generally been well maintained but would benefit from some cosmetic improvement and modernisation. The property is situated in a cul-de-sac and Poultney Street leads off Dial Lane and is located approximately one and a half miles distance to the North West of West Bromwich Town Centre.

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

Porch, Entrance Hall, Lounge, Dining Room, Kitchen, Side Entrance Hall, Cloak Room with WC

**First Floor:**

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

**Outside:**

(Front) Block paved forecourt with gated access providing off road parking, shared pedestrian entry access to rear

(Rear) Concrete yard area and an enclosed paved garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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**COTTONS**  
THE AUCTIONEERS





**Freehold Ground Rent, 7 Hardwick Road, Solihull,  
West Midlands B92 7NJ**

**Description:**

A freehold ground rent investment secured upon a traditional end terraced house of brick construction surmounted by a hipped tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 25th December 1934 at a ground rent of £5.00 per annum.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £350 plus VAT towards the vendor's legal costs.



**Freehold Ground Rent, 31 Hardwick Road, Solihull,  
West Midlands B92 7NJ**

**Description:**

A freehold ground rent investment secured upon a traditional mid terraced house of brick construction with tile clad roof and situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 25th December 1934 at a ground rent of £5.00 per annum.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £350 plus VAT towards the vendor's legal costs.





**Freehold Ground Rent, 33 Frankburn Road, Streetly, Sutton Coldfield, West Midlands B74 3QH**

**Description:**

A freehold ground rent investment secured upon a traditional semi detached house of brick construction with a tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 25th December 1954 at a ground rent of £4.21 per annum.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £350 plus Vat towards the vendor's legal costs.



**Freehold Ground Rent, 32 Mayfield Road, Streetly, Sutton Coldfield, West Midlands B74 3PZ**

**Description:**

A freehold ground rent investment secured upon a traditional semi detached house of brick construction with tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years 25 December 1954 at a ground rent of £4.77 per annum.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £350 plus VAT towards the vendor's legal costs.





**Freehold Ground Rent 35 Mayfield Road, Streetly, Sutton Coldfield, West Midland B74 3PZ**

**Description:**

A freehold ground rent investment secured upon a traditional semi detached house of brick construction with tile clad roof and situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 25th December 1954 at a ground rent of £4.77 per annum.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £350 plus Vat towards the vendor's legal costs.



**Freehold Ground Rent, 1 Northside Drive, Streetly, Sutton Coldfield, West Midlands B74 3QG**

**Description:**

A freehold ground rent investment secured upon a traditional detached bungalow of brick construction with a tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 26 June 1951 at a ground rent of £4.46 per annum.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £350 plus VAT towards the vendors legal costs.





**15 Croydon Road, Erdington,  
Birmingham B24 8HT**

**Property Description:**

A semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a paved foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Croydon Road is located off both Erdington Hall Road and Wheelwright Road, the latter being found off Gravelley Hill North (A5127). The property is within approximately a miles distance from the main High Street located in Erdington.

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor

**First Floor:**

Three Bedrooms and Shower Room having shower cubicle, WC and was basin, access to attic with dormer window

**Outside:**

Front – Paved front garden  
Rear – Patio and lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**DEPOSITS AND ADMINISTRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £295 + VAT 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 £150 + 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.

Acceptable payment methods are as follows:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

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.

- Credit Card Payments  
(Credit card payments are subject to a surcharge of 2%)

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





## 79 Landsdowne Road, Handsworth, Birmingham B21 9AU

### Property Description:

A substantial three storey mid terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having substantial accommodation including seven bedrooms and three reception rooms. The property further benefits from having gas fired central heating, however does require some modernisation and improvement. The property was last used as a Care Home however could be suitable for a variety of uses subject to obtaining the correct planning permission from Birmingham city council. Landsdowne Road is located off both Ivy Road and Broughton Road the latter being located off Hamstead Road (B4124). The property is within approximately a quarter of a miles distance from the main shops and amenities located on the Soho Road (A41) which gives direct access to Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Entrance Hallway, Front Reception Room, Rear Reception Room, Dining Room, Kitchen, Rear Lobby and Laundry Room with WC and wash basin, stairs to first floor

#### First Floor:

Four Bedrooms and Bathroom with disabled bath, shower, wash basin and Shower Room with shower, WC and wash basin

#### Second Floor:

Three Bedrooms

#### Outside:

Front – Walled foregarden

Rear - Lawned garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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



**Unit 1 (3), Doulton Trading Estate,  
Doulton Road, Rowley Regis B65 8JQ**

**Property Description:**

A brick built industrial property forming part of a Victorian built Mill prominently situated on Doulton Trading Estate. The property comprises of two lock-up workshop units along with first floor accommodation over (no access available) and occupying an irregular shaped site which extends to the side and rear of the premises and abuts residential housing to the north east boundary. Doulton Road runs directly between Dudley Road (B4171) and Powke Lane and is within approximately one and a quarter of a mile distance from Black Heath Town Centre.

**Accommodation:**

**Ground Floor:**

**Unit One:** 57.4sq.m (618sq.ft) with electric roller shutter door

**Unit Two:** 85.2sq.m (917sq.ft) with electric roller shutter door

**First Floor:**

There is first floor accommodation over Unit Two, originally accessed by steel staircase located to the rear (no access available)

**Site Area:** 0.35 acres (0.144 hectares)

Please Note: The plan contained in the catalogue is for the purposes of identification only and all interested parties should refer to legal pack for confirmation of the exact site boundaries

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**431 Hagley Road, Edgbaston,  
Birmingham B17 8BL**

**Description:**

A parcel of land rectangular in shape and extending to an area of 0.35 acres (1416 sq.m) and currently containing the remains of a fire damaged residential dwelling house. The site occupies a prominent position fronting Hagley Road (A456) between the junction of Barnsley Road and Sandon Road and lies within approximately two miles distance to the west of Birmingham City Centre.

It is deemed that all interested parties have made their enquiries with the aforementioned bodies for any proposed scheme prior to bidding.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Planning:**

The site offers potential for residential re-development subject to obtaining planning consent from Birmingham City Council for any proposed scheme, and in addition to this, approval will be required from the Calthorpe Estate as the location of the site falls within their estate boundary.





**Building Plot Adj Newton House, Gipsy Lane, Willenhall, West Midlands WV13 2HG**

**Description:**

A parcel of freehold building land situated adjacent to a residential property known as Newton House and occupying a plot which is roughly triangular in shape and extends to an area of approximately 279sq. m (3,000sq.ft). The plot occupies a corner position between the junctions of Wakes Close and Lister Street in a predominantly residential area containing a mix of traditional housing and modern residential dwellings. Gipsy Lane leads off Bilston Lane and the plot is within approximately one and a half miles distance from The M6 Motorway (Junction 10) and two and a half miles distance from Wolverhampton City Centre.

**Planning:**

The plot benefits from full planning consent granted by Walsall Metropolitan Borough Council (Ref: 07/1539/FL/W2 and dated 7th September 2007) for the erection of a detached dwelling house and garage. The Architect's plans approved with the planning consent detailed the following proposed accommodation:

**Proposed Accommodation:**

**Ground Floor:**

Reception Hall, Cloak Room with wc, Living Room, Dining Room, Kitchen, Utility Room and Garage

**First Floor:**

Stairs and Landing, Bedroom One, Bedroom Two with En-suite Bathroom, Bedroom Three, Bedroom Four and Family Bathroom

**Outside:**

(Front) Foregarden and driveway providing off road parking

(Rear) Garden

A copy of the planning consent and Architect's drawings are available for inspection at the Auctioneers' office

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**2 Deakin Road, Erdington, Birmingham B24 9AN  
& 88 Wood End Road, Erdington, Birmingham  
B24 8AE**

**Property Description:**

A pair of substantial three storey traditional built houses of brick construction surmounted by a pitched replacement tile clad roofs and prominently situated at the junction with Wood End Road and Deakin Road. Both properties benefit from UPVC double glazed windows throughout and are conveniently situated within a quarter of a mile distance from Erdington High Street providing a wide range of retail amenities and services. Both properties have been within the ownership of the vendors' family since the 1970's and have generally been used for investment purposes as follows:

**2 Deakin Road:**

Currently laid out as six flats/bed sits, all separately metered with the exception of the communal areas which are paid for by the landlord. The property benefits from mains fitted fire alarms, fire doors and emergency lighting and is licensed by Birmingham City Council as a House in Multiple Occupation dated 10th September 2007 for a period of 5 years thereafter. Two flats/bed sits are currently let as follows:

**Flat One:** Let on Regulated Tenancy – Rental £63 per week (£3,276 per annum)

**Flat Five:** Let on an Assured Tenancy – Rental £45 per week (£2,340 per annum)

Whilst we understand that there is no formal planning consent in place in respect of the current layout, vendors are prepared to provide a statutory declaration confirming that the property's current use was in place since the 1970's.

**88 Wood End Road:**

The property benefits from part gas fired central heating and part of the property was previously used as the vendor's residence and the remaining part was informally used as bed sit/ lodging accommodation.

**Accommodation:**

**2 Deakin Road**

**Ground Floor:**

Entrance Hall, Reception Hall with cellar access having two rooms,

**Flat One:** Kitchen, Lounge, Double Bedroom

**Flat Two:** Lounge, Bedroom, Separate Kitchen (located off Reception Hall)

**Flat Three:** Bedroom, Lounge, Separate Kitchen (located off Reception Hall) Shared Bathroom with panelled bath, wash basin and wc

**First Floor:**

Stairs and Landing, Two Small Kitchenettes (un-used), Shared Breakfast Kitchen

**Flat Four:** Entrance Hall, Lounge, Bedroom

**Flat Five:** Bedroom, Lounge Shared Bathroom One with panelled bath, wash basin and wc Shared Bathroom Two with panelled bath and wc

**Second Floor:**

**Stairs and Landing to:**

**Flat Six:** Lounge with Kitchenette and Bedroom

**Outside:**

(Front) Walled foregarden with side entrance





(Rear) Paved yard and driveway with gated vehicular access off Deakin Road, double garage and lawned garden

**88 Wood End Road:**

**Ground Floor:**

Entrance Hall, Reception Hall with Cellar access having two rooms, Front Left Reception Room, Front Right Reception Room, Rear Left Reception Room with small kitchen leading off, Rear Right Reception Room, Kitchen

**First floor:**

Stairs and Landing, Bedroom One (double) with kitchen off, Bathroom with panelled bath having electric shower over and wash basin, Separate wc, Bedroom Two (double), Bedroom Three (double) with wash basin, Bedroom Four (double) with walk-in cupboard

**Second Floor:**

Stairs and Landing, Bedroom Five (double), Bedroom Six (double)

**Outside:**

(Front) Walled foregarden  
(Rear) Paved yard/patio, brick store with wc and workshop, lawned garden and a garage with vehicular access and parking off Deakin Road

**Total Site Area:** 0.21 Acres

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**387 Gillott Road, Edgbaston,  
Birmingham B16 9LL**

**Property Description:**

A substantial detached property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden. The property has been within the ownership of the existing vendors for in excess of 13 years and was converted prior to their purchase into nine self contained flats. The property benefits from majority UPVC double glazed windows, mains integrated smoke alarm and fire doors along with emergency lighting, and gas fired central heating. Gillott Road is set in an established residential area and is located off the Hagley Road which provides direct access via public or private transport to Birmingham City Centre being within approximately a mile and a quarters distance. All of the flats are currently let on Assured Shorthold Tenancy Agreements producing a monthly rental of £2,875 (£34,500 per annum). A schedule of individual rents are detailed below.

**Schedule of Rents:**

- Flat 1:** £380 per month
- Flat 2:** £300 per month
- Flat 3:** £280 per month
- Flat 4:** £325 per month
- Flat 5:** £280 per month
- Flat 6:** £300 per month
- Flat 7:** £325 per month
- Flat 8:** £300 per month
- Flat 9:** £385 per month

**Total Rental:** £2,875 per month (£34,500 per annum)

**Accommodation:**

**Ground Floor:**

Communal Entrance Hallway

**Flat 1** having Lounge, Kitchen, Bedroom with shower cubicle, separate WC

**Flat 2** having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin

**Flat 3** having Lounge/Bedroom, Kitchen, Shower Room having shower cubicle, WC and wash basin

**Flat 4** (accessed via the rear) having Bedroom/Lounge, Kitchen, Shower Room having shower cubicle, WC and wash basin

**First Floor Landing**

**Flat 5** having Lounge/Bedroom, Kitchen, Shower Room having shower cubicle, WC and wash basin

**Flat 6** having Lounge/Kitchen/Bedroom, Shower Room having shower cubicle, WC and wash basin

**Flat 7** having Lounge/Bedroom, Kitchen, Shower Room having shower cubicle, WC and wash basin

**Flat 8** having Lounge/Bedroom/ Kitchen, Shower Room having shower cubicle, WC and wash basin

**Flat 9** having Lounge/Kitchen, Bedroom, Shower Room having shower cubicle, WC and wash basin

**Outside:**

Front – Walled foregarden  
Rear – Large lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**The Cottage, Gilson Road, Gilson, Coleshill B46 1LP**

**Property Description:**

A traditional detached cottage of brick construction surmounted by a pitched part tile and part slate covered roof, providing well laid out and flexible family accommodation benefiting from three double bedrooms, three bath/ shower rooms, gas fired central heating, double glazed windows, a detached garage, extensive gardens and views over open countryside to the front and rear elevations. Gilson comprises of a rural hamlet situated within approximately one mile distance from Coleshill Town Centre and conveniently located within approximately two miles distance from both The M42 Motorway (junction 9) and The M6 Motorway (junction 4).

**Accommodation:**

**Ground Floor:**

Large Reception Hall/Room, Sitting Room, Full Length Lounge, Breakfast Kitchen with a range of fitted units, Utility Room/Shower Room with glazed shower enclosure, vanity wash basin and wc, Dining Room

**First Floor:**

Stairs and Landing, Master Bedroom with walk-in wardrobe and En-suite Shower Room having vanity wash basin and wc, Bedroom Two (double), Bedroom Three (double), Bathroom with panelled bath having shower over, vanity wash basin and wc

**Outside:**

Block paved driveway and parking area, extensive side and rear gardens enjoying views over open countryside, detached double garage subdivided into two rooms and brick built store

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





### 59 Queens Road, Bearwood, West Midlands, B67 7HG

#### Property Description:

A substantial detached property of traditional brick construction surmounted by a tile clad roof and benefiting from extensive accommodation providing six bedrooms and having gas fired central heating. The property is offered for sale in presentable condition and may provide the opportunity to convert the dwelling into 2 semi detached dwellings subject to the necessary Planning Consent and certain modifications. The property itself is located on Queens Road which runs directly across Londonderry Lane / Londonderry Road. The main shopping area at Smethwick is less than one mile distance and the property itself is located within close proximity of West Smethwick Park.

#### Accommodation:

##### Ground Floor:

Reception Porch, Entrance Hall, L-shaped Living Room, Sitting Room with Study Area off, Cloakroom, Kitchen, Utility/Storage Area.

##### First Floor:

Stairs and Landing with six Bedrooms (one bedroom being en-suite) Bathroom with corner bath, pedestal wash hand basin and WC, Shower Room with shower cubicle, wash hand basin and WC.

##### Outside:

Garage with block paved driveway, off road parking and lawned garden.

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233





### 41 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PE

#### Property Description:

A duplex two bedroom flat situated on the third and fourth floors of a substantial purpose built block and offering well laid out accommodation. The property benefits from having UPVC double glazed windows, electric heating and two double bedrooms. In recent years the management of the block has come under control of the residents and the block has thus undergone a range of improvement works, and furthermore the property is situated in an improving area and particularly adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road and is approximately one and a half miles distance from junction 9 of the M6 motorway. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £380 per month (£4,560 per annum).

#### Accommodation:

##### Ground Floor:

Communal Entrance with security door entry system and access to lifts and stairs

##### Fourth Floor:

Communal Landing Area, Entrance Hall, Lounge, Dining Kitchen

##### Third Floor:

Stairs down to Hallway, Bathroom having panelled bath, pedestal wash basin and WC, and two Bedrooms

##### Outside:

Communal gardens and parking

##### Leasehold Information:

**Term:** 199 years from 29 September 1990

**Ground Rent:** Refer to Legal Pack

**Service Charge:** Refer to legal pack

##### Vendors Solicitors:

Refer to Auctioneers

##### Viewings:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

### Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

*(credit card payments subject to a surcharge of 2%)*

Personal/Company Cheque

*(all cheques are subject to a valid form of identification eg. passport or driving licence)*

If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.





## 46 Courtney, St. Cecilia Close, Kidderminster, Worcestershire, DY10 1LN

### Property Description:

A two bedroom flat located on the seventh floor of a purpose built block, situated in an established residential area. The property benefits from electric storage heating and secondary glazing. The block itself is located on St. Cecilia Close, which comprises of a cul-de-sac and is located off Hoo Road, which in turn is located directly off Chester Road (A449). The property is located approximately 1 mile distance from Kidderminster Town Centre which provides a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor:

Communal Entrance Area with lift access to:

### Seventh Floor:

Reception Hall, Living Room, Kitchen, Two Bedrooms, Shower Room and Separate WC

### Outside:

Communal car parking area

### Leasehold Information:

**Term:** from 27th November 1991 and expiring 1st July 2115

### Ground Rent & Service Charge:

Refer to Legal Pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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



**46 Victor Tower, Bloomsbury Street, Nechells, Birmingham B7 5BN**

**Property Description:**

A purpose built 8th floor flat providing well laid out accommodation, benefiting from two double bedrooms, security door entry system, double glazed windows and gas fired central heating. Bloomsbury Street runs directly between Thimble Mill Lane and Nechell’s Parkway and is located approximately one mile distance to the north east of Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £325 per calendar month (£3,900 per annum)

**Accommodation:**

**Ground Floor:**

Communal Entrance with security door entry system and lift access to 8th Floor

**Eighth Floor**

Entrance Hall with door entry phone, Lounge with access to Balcony, Kitchen with a range of fitted units, Two Double Bedrooms and Bathroom with panelled bath, wash basin and wc

**Leasehold Information:**

**Term:** 125 years from 28 October 1991

**Ground Rent:** £10 per annum

**Service Charge:** Refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**ID**

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

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

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





**29 Heathfield Road, Handsworth,  
Birmingham B19 1HB**

**Property Description:**

A detached building of brick construction set back from Heathfield Road and situated close to the junction with Villa Road and Lozells Road (B4144). The property has previously been used as a convenience store although at present requires substantial repair and improvement. The property may be suitable for alternative uses subject to obtaining the correct planning from Birmingham City Council.

**NB. ALL PERSONS VIEWING THIS PROPERTY ARE ADVISED TO DO SO WITH THE UPMOST CAUTION AND DO SO ENTIRELY AT THERE OWN RISK.**

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**IMPORTANT NOTICE**

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Bank/Building Society draft

Debit/Credit card  
*(credit card payments subject to a surcharge of 2%)*

Personal/Company Cheque  
*(all cheques are subject to a valid form of identification eg. passport or driving licence)*

If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.





**26/26A Grange Road, Small Heath,  
Birmingham B10 9QN**

**Property Description:**

A freehold property of traditional brick construction surmounted by a tile clad roof with accommodation currently providing 3 units comprising of a Ground Floor Café with first floor accommodation over, Ground Floor Music Shop and Two Bedroom ground floor residential accommodation. Both commercial units are currently let whilst the residential accommodation has vacant possession. The property is located on a corner position on Grange Road which leads directly off Coventry Road (A45)

**Accommodation:**

Please note that the auctioneers have been unable to inspect the accommodation, but we are informed it comprises of the following

**Cafe:**

**Ground Floor:**  
Cafe/Serving Area

**First Floor:**

Three Rooms, Bathroom and Kitchen

**Music Shop:**

Retail Area

**Side Extension Residential Area:**

**Ground Floor:**

Two bedrooms, Kitchen, Bathroom, Separate WC

In addition, this area also includes a Loading Bay and some additional unused rooms.

**Tenancy Details:**

**Cafe:** Currently let at £400pcm (£4,800pa)

**Music Shop:** Currently let at £255pcm (£3,060pa)

**Residential Area:** Vacant Possession

**Total Rental Income:** £7,860 per annum

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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### 308 Haunch Lane, Kings Heath, Birmingham, B13 0QS

#### Property Description:

A mid terrace commercial unit together with a Self Contained Flat to the First and Second Floor both of which are presently let on separate agreements producing a total rental income of £12,100 per annum. The Ground Floor is currently trading as a Laundrette. A Lease-Back Agreement has been arranged for a term of 3 years at a rental of £7,000pa, to be effective from the date of completion. The property itself is located in the middle of a parade of similar units on Haunch Lane close to the junction with Hollybank Road and Warstock Lane.

#### Accommodation:

##### Ground Floor:

Laundrette Area extending to approximately 59.6sq.m (641sq.ft)  
Rear Store Room extending to approximately 16.7sq.m (179sq.ft) and separate w/c

##### Self Contained Flat:

##### First Floor:

Kitchen, Living Room, Dining Room, and Bathroom with panelled bath, w/c wash hand basin

#### Second Floor:

Two Bedrooms

The Flat benefits from UPVC double glazing

#### Tenancy Information:

##### Ground Floor Retail Unit:

The Ground Floor will be let on a lease for a term of 3 years which will commence on completion at a rental of £7,000 per annum. This lease is to be on Full Repairing and Insuring terms.

##### Residential First/Second Floor:

The property is currently let on an Assured Shorthold Tenancy Agreement at a current rental of £425.00 per month (£5,100 per annum)

**Total Rental Income:** £12,100 per annum.

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 26th March 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





**225 Sandwell Road,  
Birmingham B21 8PD**

**Property Description:**

An end terraced Retail Shop with living accommodation on the corner of Sandwell Road and Oxhill Road forming part of a well established shopping parade. The property is of conventional brick and tile construction and comprises a Retail Shop currently trading as a Newsagent and Florists, although vacant possession will be given upon completion. The property includes a former garage and rear yard plus three bedroom residential accommodation. The property benefits from gas fired central heating and fronts to the busy Sandwell Road. The M5 Motorway (junction 1) lies within approximately two miles distance.

**Accommodation:**

**Ground Floor:**

Retail Shop behind large forecourt; Internal Width: 6.77 m maximum Internal Depth: 8.22 m maximum The shop benefits from a suspended ceiling with inset lighting and central heating radiators, Side Hallway with doors to Separate WC and Kitchen

(2.85ms x 2.65ms) with stainless steel, single drainer sink unit and cupboards. A door leads to the rear yard, and stairs lead from the hallway to the first floor living accommodation.

**First Floor:**

Living Room, Two Double Bedrooms and One Single Bedroom, Bathroom with pedestal wash hand basin, wc, and bath with shower over

**Florists:**

(comprised of the former Garage) 4.33ms x 2.66m

**Outside:**

Large secure surfaced yard, Boiler House housing gas fired central heating boiler

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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**118 Hunters Road, Lozells,  
Birmingham B19 1EB**

**Property Description:**

A substantial Grade II Listed detached property of brick construction surmounted by a hipped tile clad roof, set back from the road behind a small walled foregarden, and comprises of a large eight bedroom house, Two self contained studio flats and Two self contained No.1 bed flats.

The house and studio flats require complete modernisation and improvement throughout and although the 1 bed flats are in a habitable condition they would benefit from some refurbishment works.

The property may benefit from a variety of uses however all interested parties should discuss any proposals with Birmingham City Council to ensure they can obtain the correct planning. The property further benefits from a large rear lawned garden that houses a two bedroom static caravan being in a presentable condition having full working services.

Hunters Road forms part of a traditional and established predominantly residential area that runs between Hockley Circus and Villa Road.

**Accommodation:**

**118 Hunters Road (Flat Conversions)**

**Ground Floor:**

Communal Entrance Hall,  
Studio Flat 1 (no fitments),  
Studio Flat 2 (no fitments),  
One Bed Flat 1: Having Lounge,  
Bedroom, Kitchen and Shower Room

with shower cubicle, wc and pedestal wash basin  
Stairs to First Floor

**First Floor:**

Having One Bed Flat 2: Having Lounge, Bedroom, Kitchen, Shower Room with shower cubicle, wc and wash basin

**118 Hunters Road (Main Building)**

**Ground Floor:**

Entrance Hall, Six Rooms, Kitchen/ Dining Area (no fitments) and wc (no fitments), Stairs down to:

**Basement:**

Two Rooms (both provided with natural light)

**First Floor:**

Stairs and Landing, Eight Bedrooms; two with en-suite provisions (no fitments), Large Loft Area (although the stairwell leading to it and the majority flooring have been removed)

**Outside:**

(Front) Walled foregarden  
(Rear) Large lawned garden with static caravan

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**N.B:** All persons viewing this property are advised to do so with the utmost caution and do so entirely at their own risk





**43a Gravelly Hill North, Erdington, Birmingham B23 6BT**

**Property Description:**

A mid terraced property of non traditional construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale generally in a presentable condition. The property is located on Gravelly Hill North (A5127) close to the junction with Oxtud Croft. The property is within approximately a quarter of a miles distance from junction 6 of the M6 motorway, and also within a quarter of a miles distance from Erdington High Street which provides a wide range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy producing

a rental of £525 per month (£6,300 per annum).

**Accommodation:**

**Ground Floor:**

Entrance Hallway, Lounge, Kitchen/ Diner

**First Floor:**

Three Bedrooms and shower room having shower cubicle, pedestal wash basin and separate WC

**Outside:**

Front – Lawned garden  
Rear – Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**Freehold Part Vacant Part Investment**



**First Floor:**

Living Room, Kitchen, Two Bedrooms, Bathroom and Separate w/c  
The Flat benefits from gas fired central heating and UPVC double glazing.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**215 Lakey Lane, Hall Green, Birmingham, B28 8QT**

**Property Description:**

A mid terrace Retail Unit with self contained Flat above being of traditional construction surmounted by a tile clad roof. The Ground Floor currently benefits from Vacant Possession, whilst the First Floor Flat is let on an Assured Shorthold Tenancy at a rental of £500pcm (£6,000pa). The property itself is located in a parade of similar units in the suburb of Hall Green.

**Accommodation:**

**Ground Floor:**

Retail Area extending to 63.8sq.m (687sq.ft), Rear Stores, Kitchenette and Separate WC

The Retail Area benefits from Aluminium Framed Shop Front, Fluorescent Strip Lighting and Suspended Ceiling to the Rear





**Land at the of Rear of 8 Ketley Vallens, Ketley, Telford, Shropshire, TF1 5AR**  
**By Order of the LPA Receivers**

**Property Description:**

An L-shaped parcel of Freehold Land which benefits from Outline Planning Consent for the erection of 2 No. detached bungalows which will be accessed off Ivyhouse Paddocks. The site itself extends to approximately 0.177 acres and is located between Ivyhouse Paddocks, and Ketley Vallens. The site is approximately 1.5 miles to the north west of Telford Town Centre.

**Planning:**

The property benefits from Outline Planning Consent granted by Telford and Wrekin Council on 11 March 2008 for "Erection of 2 No. detached bungalows" (Ref – W2008/0042)

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

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**Residential Development Site c/o of Coal Pool Lane and Harden Road, Walsall WS3 1**

**Property Description:**

A parcel of freehold land extending to approximately 0.87 acres (0.355 Ha) and benefiting from outline Planning Consent for the erection of 24 residential dwellings (8 Apartments & 16 Houses). The site itself is the former Swan & Cues Public House which has now been demolished providing a clear site located directly on the corner of Harden Road and Coal Pool Lane. The site itself is located approximately 1.5 miles to north of Walsall Town Centre.

**Planning:**

The site has the benefit of Outline Planning Consent granted on 8 November 2006 by Walsall Metropolitan Borough Council for the erection of 24 dwellings. (Ref 06/1345/OL/E11)



**Proposed Accommodation:**

**The proposed accommodation consists of:**

- 10 No. Four Bedroom three storey terraced houses
- 2 No. Four Bedroom three storey semi-detached houses
- 2 No. Three Bedroom two storey terraced houses
- 1 No. Two Bedroom two storey terraced house
- 1 No. Five Bedroom three storey terraced house
- 8 No. Two Bedroom Apartments located on the Ground, First, Second and Third Floors.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**Plot 63 Coppice Lane, Hammerwich,  
Near Lichfield, Staffordshire**

**Description:**

A parcel of land extending to an area of approximately 200sq.m and forming part of an open field which has been subdivided into a range of similar plots. The land is situated to the southern part of Coppice Lane and lies within approximately half a mile distance from the village of Hammerwich and within three quarters of a mile distance from Muckley Corner/ Watling Street (A5) which provides direct access to the M6 Toll Motorway (junction 5).

**Planning:**

The land is situated in a rural area and is categorised as Green Belt land. Any planning enquiries should be directed to The Planning Department at Lichfield District Council 01543 308 000

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

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## 102 The Lindens, Newbridge Crescent, Wolverhampton WV6 0LS

### Property Description:

A two bedroom ground floor flat situated in a purpose built three storey block set back from the road behind communal gardens. The property benefits from having well laid out accommodation, UPVC double glazing and electric heating and further benefits from a garage located in a separate block providing secure off road parking. The Lindens is located off Newbridge Crescent which in turn is found off Tettenhall Road (A41) which gives direct access to Wolverhampton City Centre being within approximately a mile and a half distance. The property is also within a quarter of a mile distance from the University of Wolverhampton (Compton Park Campus).

### Accommodation:

#### Ground Floor:

Communal Entrance Hallway, Entrance Hallway, Kitchen, Lounge, Two Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

### Outside:

Communal gardens and parking area and garage located in separate block

### Leasehold Information:

**Term:** 99 years from 25 March 1976

**Ground Rent:** £25 rising to £50 and maintenance rent

**Service Charge:** refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## ADMINISTRATION FEE

An Administration Fee of £295 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), 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 £150 + 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. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.

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E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)





**137 City Road, Edgbaston,  
Birmingham B16 0NN**

**Property Description:**

A substantial three storey traditional semi detached house of brick construction surmounted by a pitched replacement tile clad roof and having been converted into five self contained flats. The property is situated close to the junction with Rotton Park Road and benefits from mostly UPVC double glazed windows along with ample off road parking accessed from the rear. City Road runs directly between Sandon Road (B4182) and Dudley Road (A457) the latter providing access to a wide range of local amenities and services and to City Hospital which is within approximately three quarters of a mile distance. Summerfield Park is within walking distance. The property is currently partly let on Company Tenancy Agreements as follows:

**Flat 3:** Rental - £400 per calendar month (£4,800 per annum)

**Flat 4:** Rental - £350 per calendar month (£4,200 per annum)

**Current Rental:** £9,000 per annum

**Planning:**

Planning information contained on Birmingham City Council Planning Department website indicates that the property contains five flats.

**Accommodation:**

Whilst the accommodation has not recently been inspected by the auctioneers, we understand that it benefits from the following:

**Ground Floor:**

Reception Hall

**Flat One:** Entrance Hall, Kitchen, Lounge, Bedroom, Shower Room

**Flat Two:** Reception Hall, Kitchen, Bed/Living Room, Shower Room

**First Floor:**

Stairs and Landing

**Flat Three:** Entrance Hall, Lounge, Shower Room, Inner Hall, Kitchen, Bedroom

**Flat Four:** Entrance Hall, Bed/Living Room, Shower Room, Kitchen

**Second Floor:**

Stairs and Landing

**Flat Five:** Bedroom, Living Kitchen, Shower Room

**Outside:**

(Front) Concrete walled foregarden with pedestrian side access

(Rear) Large paved/tarmacadamed yard providing ample off road parking accessed directly off Rotton Park Road

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



# Freehold Part Vacant Possession/ Part Investment By Order Of The LPA Receiver

**86 Shenstone Road,  
Edgbaston, Birmingham  
B16 0NT**

**Property Description:**

A traditional villa style mid terraced house of brick construction surmounted by a pitched tile clad roof and occupying a slightly elevated position, set back from the road behind a small walled forecourt. The property is situated close to the junction with Paignton Road and opposite a modern housing development which occupies the former Cape Hill brewery site. Shenstone Road runs directly between City Road (A4040) and Dudley Road (A457) which provides direct access to a wide range of retail amenities and services. Both Cape Hill Shopping Centre and City Hospital are within approximately three quarters of a mile distance. The property is currently partly let on an Assured Shorthold Tenancy Agreement as follows:

Room Two: £250 per calendar month (£3,000 per annum)

**Accommodation:**

Whilst the property has not been inspected by the auctioneers, we understand that it benefits from the following accommodation:



**Ground Floor:**

Porch Entrance, Front Reception Room, Rear Reception Room, Kitchen, Inner Lobby, Bathroom

**First Floor:**

Stairs and Landing, Two Bedrooms

**Outside:**

(Front) Small foregarden

(Rear) Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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**3 & 5 Brook Street and 1 & 2 Bakers Court,  
Raunds, Northamptonshire NN9 6LL**

**Property Description:**

A substantial traditional built property of rendered brick construction surmounted by a pitched tile clad roof and having excellent investment potential containing four separate self contained units comprising of Retail Unit/Office Premises, a Café, A two storey Residential Dwelling and a Duplex Flat. All units are currently vacant with the exception of the two storey dwelling house (1 Bakers Court) which is let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum). The property is situated opposite the junction with Hill Street and is within Raunds Town Centre which contains a variety of retail amenities and services. Raunds comprises of a small Northamptonshire Town located approximately twenty miles distance to the North East of Northampton Town Centre and is conveniently within approximately five miles distance from the A14 Trunk Road which provides direct access to the M1, M6 and M11 Motorways.

**Accommodation:**

**3 Brook Street (Vacant)**

A former Café premises with gas fired central heating comprising: Dining Room, Kitchen, Preparation Room, Rear Lobby with access to yard area, Gents Toilets with wash basin, Ladies Toilets with wash basin

**Gross Internal Area:** 61.17sq.m (658sq.ft)

**5 Brook Street (Vacant)**

Retail Unit/former Recruitment Office having partial electric storage heating comprising: Office One with built in store, Office Two, Shower Room with wash basin and wc

**Gross Internal Area:** 24.98sq.m (268sq.ft)

**1 Bakers Court (Let on Assured Shorthold Tenancy Agreement – Rental: £4,800 per annum)**

A two storey residential dwelling situated to the rear of Brook Street, benefiting from gas fired central heating



3 & 5 Brook Street



1 Bakers Court

### Ground Floor:

Breakfast Kitchen, Lounge/Dining Room (L-shaped)

### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

**Gross Internal Area:** 82.39sq.m (886sq.ft)

### 2 Bakers Court (Vacant)

A duplex Flat situated to the rear of Brook Street, benefiting from gas fired central heating and comprising:

### Ground Floor:

Entrance Hall

### First Floor:

Stairs and Landing, Cloak Room with wc and wash basin, Full Width Lounge, Kitchen, Bedroom One and Bedroom Two

### Second Floor:

Stairs and Landing, Large Walk in Store Room, Bedroom Three with balcony, Bathroom with panelled bath, pedestal wash basin and wc

**Gross Internal Area:** 119.15sq.m (1,282sq.ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**548 Vernon Road,  
Old Basford,  
Nottingham NG6 0BA**

**Property Description:**

A traditional two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a small walled foregarden. The property is situated fronting Vernon Road (B682) and is located conveniently within approximately two miles distance to the North West of Nottingham City Centre. The property is currently let on a Regulated Tenancy at a registered rental of £70 per week (£3,640 per annum) effective from 13th November 2007.

**Accommodation:**

Whilst the property has not been internally inspected by the auctioneers, we understand from the Rent Registration Document that it contains the following accommodation.

**Ground Floor:**

Two Reception Rooms, Kitchen and Bathroom

**First Floor:**

Stairs and Three Bedrooms



**Outside:**

(Front) Walled foregarden

(Rear) Yard area

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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**118 Lincoln Road, Newark-on-Trent,  
Nottinghamshire NG24 2DF**

**Property Description:**

A two storey semi detached house surmounted by a hipped tile clad roof, conveniently situated close to the junction with Middleton Road and fronting Lincoln Road (B6166) which provides direct access to Newark-on-Trent Town centre which lies approximately one mile distance to the South West. The property is also conveniently located within approximately three quarters of a mile distance from Newark Northgate Railway Station and within half a mile distance from access to the A1. Newark itself comprises of a medium sized Town which lies approximately seventeen miles distance to the North East of Nottingham City Centre. The property is currently let on an Assured Periodic Tenancy at a rental of £90 per week (£4,680 per annum).

**Accommodation:**

Whilst the accommodation has not been inspected internally by the auctioneers, we understand that it benefits from the following:

**Ground Floor:**

Living Room, Kitchen, Bathroom and Separate WC

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

(Front) Foregarden set back behind a mature hedge

(Rear) Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**ADMINISTRATION FEE**

An Administration Fee of £295 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), 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 £150 + 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. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.





**5 Poplar Road, Oldbury,  
West Midlands B69 4AR**

**Property Description:**

A detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled front garden. The property benefits from having UPVC double glazed windows, gas fired central heating and a substantial extension to the rear, however the property does require some modernisation and improvement. Poplar Road is located off Century Road which in turn can be found off Bromford Road (A4034). The property is within approximately a quarter of a miles distance from Oldbury Green Retail Park and approximately within a mile and a quarters distance from junction 2 of the M5 motorway.

**Accommodation:**

**Ground Floor:**

Entrance Porch, Entrance Hallway with WC, Lounge, Dining Room, Kitchen, Conservatory, Utility Room, rear Entrance Hallway and Wet Room having shower cubicle, WC, pedestal wash basin, stairs to first floor

**First Floor:**

Two Bedrooms and Bathroom having corner, wash basin and WC

**Outside:**

Front – Walled foregarden  
Rear - Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**IMPORTANT NOTICE**

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### Garage 12 Overbury Close, Northfield, Birmingham B31

#### Description:

A Lock-up garage forming part of a small block and situated to the rear of number 24 Overbury Close. The garage is accessed by way of a driveway which leads directly off Overbury Close which in turn leads off Overbury Road and in turn leads off Bunbury Road (B4121). The garage has been unoccupied for a number of years and is in need of some repair.

#### Leasehold Information:

**Term:** 99 years from 29th September 1966

**Ground Rent:** One Shilling (5 Pence) per annum

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

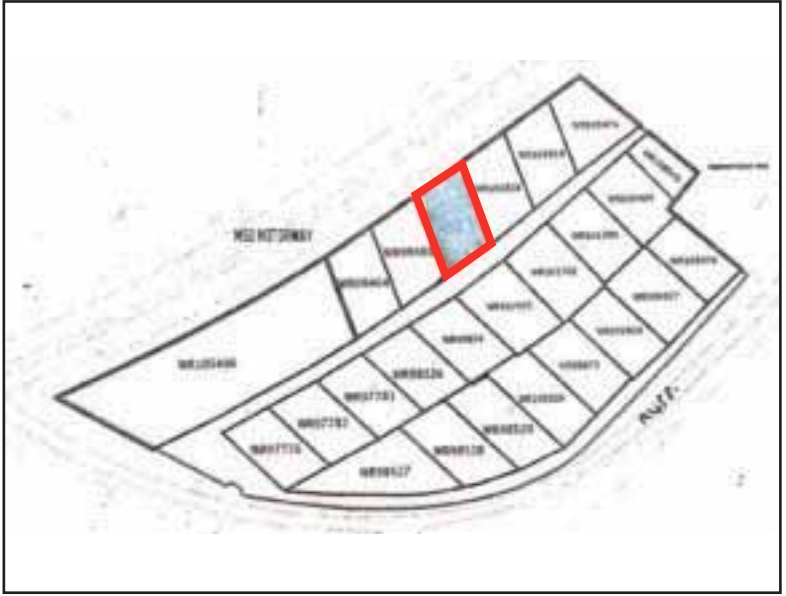


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**Land, Ledbury Road, Long Green,  
Nr Tewkesbury, Worcs**

**Description:**

A parcel of freehold land extending to approximately one quarter acre and situated within the hamlet of Long Green approximately six miles to the West of the historic town of Tewkesbury. The land itself lies directly between the M50 Motorway and the Ledbury Road (A438) and comprises of grazing land forming part of a predominantly rural area. The land is accessed by way of a right of way leading from a gated entrance off Ledbury Road.

Directions from Birmingham:- Exit M5 South at Junction 8, join the M50 Motorway, Exit M50 Motorway at Junction 1 and join A38 to Tewkesbury. Proceed for approximately 4 miles turning onto the A438 towards

Ledbury. Proceed for approximately 4 further miles and the land is located prior to the Motorway on the right hand side with access gained via a gated entrance and marked "Land For Sale".

Local Authority - Malvern District Council.

**Vendors Solicitors:**  
Refer to Auctioneers

**Viewings:**  
External Viewings

**DEPOSITS AND ADMINISTRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £295 + VAT 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 £150 + 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.

Acceptable payment methods are as follows:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

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.

- Credit Card Payments  
(Credit card payments are subject to a surcharge of 2%)

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





**Land Adj 84 Sandwell Road, handsworth, Birmingham B21 8PS**

**Description:**

A parcel of freehold land irregular in shape and extending to an area of 0.093 acres (380 sq.mtrs.) The land is situated to the side and rear of number 84 and has direct access off Sandwell Road close to the junction with Grafton Road. The land was originally used for the purposes of garden and amenity and may be suitable for various uses subject to obtaining planning consent from the local authority at Birmingham City Council. All interested parties

should discuss any proposals they may have with the planning department at Birmingham City Council, prior to bidding.

**Note:** Please refer to the Legal Pack for clarification of the exact site boundaries

**Vendors Solicitors:**  
Refer to Auctioneers

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



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**Building Plot Rear 131 Stoney Lane, Yardley, Birmingham B25 8RE**

**Description:**

A parcel of freehold land, extending to an area of approximately 234 sq. mtrs, situated to the rear of 131 Stoney Lane and accessed off a private road known as Folliot Fields. The plot benefits from planning consent for the erection of a two bedroom detached bungalow. The plot is situated in an established and predominantly residential area and is conveniently within a quarter of a mile distance from Yardley Shopping Centre which provides access to a wide range of retail amenities and services.

**Planning:**

The plot benefits from planning consent granted by Birmingham City Council (Ref: C/01055/08/FUL and dated 29th April 2008) for the erection of a detached bungalow, installation of a 1.5 meter fence, new access and associated parking area. Architect's plans approved with the planning consent detailed the following accommodation:

**Proposed Accomodation**

**Ground Floor:**

Reception Hall, Living Room, Kitchen, Two Bedrooms and a Bathroom

**Outside:**

A tandem parking space along with gardens to the front and side

A copy of the planning consent and Architect's drawings are available for inspection at the auctioneer's offices.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**LOT 59****Freehold Vacant Possession****20 Essex Street,  
Walsall WS2 7AS****Property Description:**

A mid terraced property of brick construction set back from the road behind a walled foregarden and surmounted by a tiled roof. The property benefits from having UPVC double glazing, however does require modernisation and improvement. Essex Street is located off Bloxwich Road (B4210) and is within approximately a miles distance from Walsall Town Centre which provides a wide range of shops and amenities.

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

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC, stairs to first floor

**First Floor:**

Three Bedrooms

**Outside:**

Front – Walled foregarden  
Rear – Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 60****Freehold Vacant Possession  
Offered For Sale by Order  
of the County Court****95 Edale, Stoneydelph, Tamworth,  
Staffordshire B77 4HF****Property Description:**

A modern end terraced house of cavity brick construction surmounted by a pitched interlocking tile clad roof and providing well laid out accommodation, benefiting from four bedrooms along with double glazed windows and part gas fired central heating. Edale forms part of an established residential estate and comprises of a cul-de-sac located off Ellerbeck which in turn leads off Pennine Way (B5080). The property lies within approximately two miles distance to the east of Tamworth Town Centre and within approximately one and a half miles distance to the north of The M42 Motorway (junction 10).

**Accommodation:**

At the time of preparing the particulars, the property has not been inspected by the auctioneers and we understand that it comprises of the following:

**Ground Floor:**

Entrance Hall, Cloak Room with wc and wash basin, Lounge, Inner Lobby, Breakfast Kitchen with a range of fitted units incorporating built-in electric oven, hob and cooker hood

**First Floor:**

Stairs and Landing, Four Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

**Outside:**

(Front) Foregarden

(Rear) Paved patio, gravelled garden area, car port/lean-to and gated access to rear

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**89 Chapelon, Tamworth,  
Staffordshire B77 2EN**

**Property Description:**

A modern three storey mid town house surmounted by a pitched interlocking tile clad roof and offered for sale in a presentable condition, benefiting from extensive and well laid out accommodation including four double bedrooms, gas fired central heating, UPVC double glazed windows and external doors, integrated mains smoke detectors and emergency lighting system along with a range of modern kitchen fitments.

**Accommodation:**

**Ground Floor:**

Entrance Porch, Reception Hall, Cloak Room with wc and wash basin, Breakfast Kitchen with extensive range of modern fitted units with built in oven, hob and cookerhood, Full Width Lounge

**First Floor:**

Stairs and Landing, Two Double Bedrooms, Box Room/Study

**Second Floor:**

Two Double Bedrooms, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc



**Outside:**

**(Front)** Lawned foregarden

**(Rear)** Enclosed garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**ADMINISTRATION FEE**

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**272 Jockey Road, Boldmere,  
Sutton Coldfield B73 5XL**

**Property Description:**

A detached property of rendered brick construction surmounted by a tiled clad roof set back from the road behind a paved foregarden. The property benefits from having well laid out spacious accommodation, UPVC double glazed windows, gas fired central heating, modern bathroom fittings and a garage providing off road parking, accessed via the rear off Stonehouse Road. The property is located on Jockey Road (A453) close to the junction with Boldmere Road (B4142). The property is within walking distance to the main shops and amenities located on Boldmere Road and within approximately a mile and a half distance from the main centre of Sutton Coldfield.

**Accommodation:**

**Ground Floor:**

Entrance Porch, Entrance Hallway, Through Lounge, Dining Kitchen, Lean to.

**First Floor:**

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

**Outside:**

Front – Paved foregarden

Rear – Lawned garden with garage accessed via Stonehouse Road

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





**26 Bull Street, Harborne,  
Birmingham, B17 0HH**

**Property Description:**

A mid terraced property of traditional brick construction surmounted by a tile clad roof and benefitting from Central Heating but otherwise requiring modernisation and improvement throughout. The property itself benefits from well laid out accommodation and is located a short distance from Harborne High Street providing a wide range of services and amenities.

**Accommodation:**

**Ground Floor:**

Reception Hall, Through Lounge, Rear Lobby, access to Cellar and Kitchen.

**First Floor:**

Stairs and Landing, Two Bedrooms and Bathroom with panelled bath, wc and wash hand basin.

**Outside:**

(Front) Walled foregarden

(Rear) Lawned garden with side pedestrian access,

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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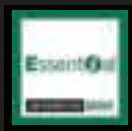


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# Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

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. \_\_\_\_\_

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

# Common Auction Conditions for Auctions of Real Estate in England & Wales

(Edition 2 October 2005) Reproduced with the consent of the RICS Real Estate Group with the support of the Commercial and Residential Property Faculties.

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## Introduction

The common auction conditions have three main sections:

### 1. Glossary

This gives special meanings to some words used in the rest of the conditions

### 2. The conduct of the auction

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them

### 3. Conditions of sale

If you buy a lot you will sign a **sale memorandum** under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.

### Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price
- Check whether **VAT** registration and election is advisable.

**The conditions assume that the buyer has acted like a prudent buyer.**

**If you choose to buy a lot without taking these normal precautions you do so at your own risk.**

In the **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 and where the following words appear in blue 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** whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**

**Agreed completion date**

(a) the date specified in the **special conditions**, 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**

**Arrears:** **Arrears** of rent and other sums due under the **tenancies** but unpaid on the **actual completion date**

**Auction:** The auction advertised in the **catalogue**

**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** all 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:** Completion of the sale of the **lot**

## Conditions

This glossary, the conditions for the conduct of the **auction**, the **general conditions**, any **extra conditions** and the **special 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**

**Extra conditions:** Any additions to or variations of the **conditions** that are of general application to all **lots**

**General conditions:** The conditions so headed

**Interest rate:** If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc

**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

**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**

**Practitioner:** A receiver, administrative receiver or liquidator or a trustee in bankruptcy

**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 memorandum:** The form so headed 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**

**Special conditions:** The 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

**Transfer:** Includes a conveyance or assignment (and to transfer includes to convey or to assign)

**TUPE:** The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

**VAT:** Value Added Tax or other tax of a similar nature

**VAT election:** an election to waive exemption from **VAT** in respect of the **lot**

**We** (and **us** and **our**)

The **auctioneers**

**You** (and **your**)

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

The **catalogue** is issued only on the basis that **you** accept these conditions relating to the conduct of the **auction**. They override all other **conditions** and can only be varied if **we** agree.

**Our role:** As agents for each **seller** we have authority to:

- prepare the **catalogue** from information supplied by or on behalf of each **seller**

- offer each **lot** for sale

- sell each **lot**

- receive and hold deposits

- sign each **sale memorandum**

- treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by the **conditions**. **Our** decision on the conduct of the **auction** is final.

**We** may cancel the **auction**, withdraw **lots** from sale, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. **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.

**Bidding and reserve prices:** **We** 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 may not make a bid equal to or exceeding the reserve price. Where a guide price is given that price is not to be taken as an indication of the value of the **lot** or of the reserve price.

**The particulars and other information:** **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**.

However the **particulars** are based on information supplied by or on behalf of the **seller** and **we** are not responsible for errors. The **particulars** are for **your** information but **you** must not rely on them. They do not form part of any **contract** between the **seller** and the **buyer**. If **we** provide any information or a copy of any document **we** do so only on the basis that **we** are not responsible for its accuracy.

**The contract:** A successful bid is one **we** accept as such. If **you** make a successful bid for a **lot** **you** are obliged to buy that **lot** on the terms of the **sale memorandum**. The **price** will be the amount **you** bid plus **VAT** (if applicable). **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 that complies with money laundering regulations)

- sign the completed **sale memorandum** and

- pay the deposit and 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. Deposits must be paid by cheque or by bankers' draft drawn in **our** favour on a UK clearing bank or building society. The **catalogue** states whether **we** also accept debit or credit cards.

**We** may retain the **sale memorandum** signed by or on behalf of the **seller** until **we** receive the deposit in cleared funds.

If **you** make a successful bid for a **lot**:

- **You** are personally liable to buy it even if **you** are acting as an agent. It is **your** responsibility to obtain an indemnity from the person for whom **you** are the agent

- Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**

- If the **buyer** does not comply with its obligations under the **contract** **you** are personally liable to buy the **lot** and must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

The **general conditions** apply except to the extent that they are varied by **extra conditions**, the **special conditions** or by an **addendum**.

## 1. The lot

1.1 The **lot**, including any rights granted and reserved, is described in the **special conditions**.

1.2 The **lot** is sold subject to all subsisting **tenancies**, but otherwise with vacant possession on **completion**.

1.3 The **lot** is sold subject to all matters contained or referred to in the **documents** (except financial charges: these the **seller** must discharge on or before **completion**) and to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

(a) matters registered or capable of registration as local land charges

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute

(c) notices, orders, demands, proposals and requirements of any competent authority

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health

(e) rights, easements, quasi-easements, and wayleaves

(f) outgoing and other liabilities

(g) any interest which overrides, within the meaning of the Land Registration Act 2002

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them  
(i) anything the **seller** does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.

1.4 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.

1.5 The **lot** does not include any tenant's or trade fixtures or fittings.

1.6 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.

1.7 The **buyer** buys with full knowledge of:

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

1.8 The **buyer** is not relying on the information contained in the **particulars** or in any replies to preliminary enquiries but on the **buyer's** own verification of that information. If any information is not correct any liability of the **seller** and any remedy of the **buyer** are excluded to the extent permitted by law.

## 2. Deposit

2.1 The amount of the deposit is the greater of:

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

2.2 The deposit:

- (a) must be paid to the **auctioneers** by cheque or banker's draft drawn on a UK clearing bank or building society (or by such other means of payment as they accept)
- (b) is to be held as stakeholder unless the **special conditions** provide that it is to be held as agent for the **seller**.

2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it and any interest on it to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **conditions**.

2.4 If a cheque for the deposit is not cleared on first presentation the **seller** is entitled to treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

2.5 Interest earned on the deposit belongs to the **seller** unless the **conditions** provide otherwise.

## 3. Transfer of risk and insurance

3.1 From the **contract date** the **seller** is under no obligation to insure the **lot** and the **buyer** bears all risk of loss or damage unless:

- (a) the **lot** is sold subject to a **tenancy** that requires the **seller** to insure the **lot** or
- (b) the **special conditions** require the **seller** to insure the **lot**.

3.2 If the **seller** is to insure the **lot** then the **seller**:

- (a) must produce to the **buyer** on request relevant insurance details
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due
- (c) gives no warranty as to the adequacy of insurance
- (d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on any insurance policy that does not cover a contracting purchaser
- (e) must, unless otherwise agreed, cancel the insurance at **completion**
- (f) is to hold in trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** and the **buyer** must on **completion** reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including the **contract date**

3.3 If under a **tenancy** the **seller** insures the **lot** then unless otherwise agreed with the **buyer** the **seller** is to pay any refund of premium.

(a) to the **buyer** or

(b) if the **special conditions** so state, to each tenant in the proportion that the tenant pays premiums under its **tenancy**, first deducting any arrears of premium due from that tenant.

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

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

## 4. Title

4.1 Unless **general condition** 4.2 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 following the **contract date**.

4.2 The buyer may raise no requisition or objection to any **documents** made available before the **auction** but in relation to any of the **documents** that is not available before the **auction** the following provisions apply:

- (a) 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 of all documents noted on the register that affect the **lot**
- (b) 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 15 years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**
- (c) 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**.

4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that:

- (a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the **buyer** and
- (b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the **lot** where the **lot** is leasehold property.

4.4 If title is in the course of registration title is to consist of certified copies of:

- (a) the **documents** sent to the Land Registry
- (b) the application to the Land Registry 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**.

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

4.6 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**.

## 5. Transfer

5.1 Unless a form of **transfer** is set out in the **special conditions**:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if condition 5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller** and (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

5.2 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.

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

## 6. Completion

6.1 **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.

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

6.3 Payment is to be made in pounds sterling and only by:

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

6.4 Unless the **seller** and the **buyer** otherwise agree **completion** takes place when both have complied with their obligations under the **contract** and the total payment is unconditionally received in the **seller's** conveyancer's client account.

6.5 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**.

6.6 Where applicable the **contract** remains in force following **completion**.

## 7. Notice to complete

7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within 10 **business days** (excluding the date on which the notice is given) making time of the essence.

7.2 The person giving the notice must be **ready to complete**.

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

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

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

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

## 8. If the contract is brought to an end

If the **contract** is rescinded or otherwise 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**  
(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 general condition 7.3.

## 9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required this condition applies.

9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.

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

9.4 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.

9.5 The **buyer** must:

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

9.6 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) by notice to the other rescind the **contract** at any time before licence is obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition 9.

## 10. Interest and apportionments

10.1 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**.

10.2 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.

10.3 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.

10.4 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 a period of less than a year accrues at an equal daily rate during the period to which it relates  
(c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to the best estimate then available 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

(d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

## 11. Arrears

11.1 The **seller** retains the right to receive and recover **old arrears**.

11.2 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, distrain 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 release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and

(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to this condition 11.

11.3 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**.

## 12. Management

12.1 This condition applies where the **lot** is sold subject to **tenancies**.

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

12.3 Unless set out in the **special conditions** the **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion**, such as an application for licence or a rent review under a **tenancy**, 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**.

## 13. Rent deposits

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

13.2 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.

13.3 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.

## 14. VAT

14.1 Where the **conditions** require money to be paid the payer must also pay any **VAT** that is chargeable on that money, but only if given a valid **VAT** invoice.

14.2 Where the **special conditions** state that no **VAT election** 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.

## 15. Transfer as a going concern

15.1 Where the **special conditions** so state the **seller** and the **buyer** intend the sale to be treated as a transfer of a going concern and this condition applies.

15.2 The **seller** confirms that the **seller** or a company in the same **VAT** group:

(a) is registered for **VAT** and

(b) has, where necessary, made in relation to the **lot** a **VAT election** that remains valid.

15.3 The **buyer**:

(a) is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group

(b) has made, or will make before **completion**, a **VAT election** in relation to the **lot**

(c) is to give to the **seller** as early as possible before the **agreed completion date** evidence of the **VAT** registration and that a **VAT election** has been made and notified in writing to HM Revenue and Customs

(d) must not revoke the **VAT election**, and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, general condition 14.1 applies at **completion**.

15.4 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

15.5 Unless the **seller** obtains agreement to the contrary from HM Revenue and Customs

(a) the **seller** must on or as soon as reasonably practicable after **completion** transfer to the **buyer** all **VAT** records for the **lot** and

(b) the **buyer** must keep those records available for inspection by the **seller** at all reasonable times.

15.6 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** and

(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 15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

## 16. Capital allowances

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

16.2 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.

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

16.4 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, 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.

## 17 Maintenance agreements

17.1 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**.

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

## 18. Landlord and Tenant Act 1987

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

18.2 Unless the **special conditions** state otherwise 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.

## 19. Sale by practitioner

19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**.

19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

19.3 The **practitioner** and the **practitioner's** partners and staff have no personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding the personal liability of the **practitioner** and of the **practitioner's** partners and staff.

19.4 The **lot** is sold:

(a) in its condition at **completion**

(b) whether or not vacant possession is provided

(c) for such title as the **seller** may have and

(d) with no title guarantee. and the **buyer** has no right to rescind the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

19.5 Where relevant:

(a) the **documents** must include certified copies of the charge under which the **practitioner** is appointed, the document of appointment by the lender 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.

19.6 The **buyer** understands this condition 19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

## 20. TUPE

20.1 Unless the **special conditions** state that **TUPE** applies then the **seller** warrants that there are no employees whose contracts of employment will transfer to the **buyer** on **completion**.

20.2 If the **special conditions** state that **TUPE** applies then:

(a) the **seller** has informed the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion**

(b) not less than five **business days** before the **agreed completion date** the **buyer** must confirm to the **seller** that the **buyer** has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment

(c) the **buyer** is to keep the **seller** indemnified against all liability for those employees after **completion**.

## 21. Environmental

21.1 This condition only applies where the **special conditions** so provide.

21.2 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**.

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

## 22. Service charge

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

22.2 No apportionment is to be made at **completion** in respect of service charges.

22.3 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.

22.4 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 and in respect of payments on account that are still due from a tenant **condition 11 (arrears)** applies.

22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay any incurred in respect of the period before **actual completion date** and the **buyer** must pay any 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**.

22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure:

(a) the **seller** must assign 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.

### **23. Rent reviews**

23.1 This condition 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.

23.2 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.

23.3 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.

23.4 The **seller** must:

(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.

23.5 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.

23.6 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.

23.7 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**.

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

### **24. Tenancy renewals**

24.1 This condition 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.

24.2 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.

24.3 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.

24.4 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

(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.

24.5 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.

### **25. Warranties**

25.1 Available warranties are listed in the **special conditions**.

25.2 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

(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.

25.3 If a warranty is not assignable the **seller** must on **completion**:

(a) hold the warranty on trust for the **buyer**

(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.

### **26. 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**.

### **27. Notices and other communications**

27.1 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.

27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a **business day** it is to be treated as received on the next **business day**.

27.3 If a communication is to be relied on that is not delivered by hand or otherwise proved to have been received it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the **sale memorandum**. Such a communication will be treated as received on the second **business day** after it has been posted.

### **28. Contracts (Rights of Third Parties)**

#### **Act 1999**

The **contract** is enforceable only by the **seller** and the **buyer** and (if applicable) their successors in title and, to the extent permitted by the **conditions**, by the **auctioneers**.

# Cottons

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Whilst our catalogue will normally comprise of property within the Midlands Region, we have a proven track record for selling lots further afield and extending across the U.K.

**IF YOU HAVE A PROPERTY TO INCLUDE IN A FUTURE AUCTION CONTACT THE AUCTION TEAM NOW ON 0121 247 2233**

**In addition, our extensive knowledge and expertise developed over the years enables us to provide our clients with a comprehensive range of quality services comprising;**

### **'The Estate Agents'**

We now offer an unrivalled Estate Agency service from our offices at 305 Bearwood Road, Smethwick, and at 361 Hagley Road, Edgbaston. For a list of properties currently available or for a free market appraisal please telephone 0121 533 4747.

### **'The Letting Agents'**

We provide a specialised letting service for both Landlords and Tenants.

### **'The Property Managers'**

We currently manage an extensive range of residential, commercial and industrial property throughout the UK for both private and corporate clients.

### **'The Estate Managers'**

We specialise in managing estate property of all types whether it be a block of flats/apartments, an office development, an industrial estate or a ground rent portfolio.

### **'The Surveyors'**

Our survey and valuation department is experienced in the valuation of all types of residential and commercial property.

### **'The Property Insurance Specialists'**

In conjunction with our brokers we can offer an extensive range of Insurance services for all types of property including buildings and contents cover and landlord's rental guarantee.

**If you are looking for an Agent to provide unrivalled advice and service then please contact us.**

# Location



# Cottons

Chartered Surveyors

Auction Department  
361 Hagley Road  
Edgbaston  
Birmingham  
B17 8DL

Also at

305 Bearwood Road  
Smethwick,  
West Midlands, B66 4DP

452 Stratford Road,  
Shirley, Solihull,  
West Midlands B90 4AQ

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