# SDL AUCTIONS

# BIGWOOD

# BIRMINGHAM AUCTION

Wednesday **12th December** 2018 at **10.30am** Holte Suite, Aston Villa FC, Birmingham, B6 6HE

0121 233 5046

# **AUCTION VENUE**





# Wednesday 12th December 2018

(Registration desk opens at 9.30am) Commencing 10.30am

Aston Villa FC, Holte Suite Birmingham B6 6HE

Call the team on 0121 233 5046 for further information

# **UPCOMING AUCTIONS**

SDL AUCTIONS

- GRAHAM PENNY -

**Derby auction: Friday 14th December 2018** 

Venue: Pride Park Stadium, Pride Park, Derby DE24 8XL

SDL AUCTIONS

- GRAHAM PENNY -

**Leicester auction: Tuesday 12th February 2019** 

Venue: Leicester City F.C, King Power Stadium, Filbert Way, Leicester LE2 7FL

SDL AUCTIONS

- GRAHAM PENNY -

Nottingham auction: Friday 15th February 2019

Venue: Nottingham Racecourse, Colwick Park, Nottingham NG2 4BE

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— CHESHIRE & — NORTH WALES Cheshire & North Wales auction: Thursday 21st February 2018

Venue: Chester Racecourse, New Crane Street, Chester CH1 2LY

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North West auction: Thursday 21st February 2018

Venue: AJ Bell Stadium, 1 Stadium Way, Salford, Manchester M30 7EY

# **CATALOGUE INTRODUCTION**

# **Jason Lee**

**Head of Auction, SDL Auctions Bigwood** 





# Welcome to our December Birmingham auction catalogue

Since our last catalogue, I am delighted to announce that we have been named Company of the Year at the Birmingham Post Business Awards.

We're also excited to be double shortlisted in the Negotiator Awards in the Residential Auction Service of the Year category and the Supplier of the Year - Products and Services (Marketing) category.

What an end to the year! I'd like to extend a huge thank you to all our customers throughout 2018 and we all look forward to working with you again into 2019.

We're expecting another busy day for our final Birmingham auction of the year on Wednesday 12 December at Villa Park Stadium. We have 72 residential and commercial lots set to be sold under the hammer, including residential houses, apartments and bungalows, properties ideal for adding to a buy-to-let portfolio and commercial units ideal for investment purposes.

A property ideal for adding to a portfolio of properties comes at 26 Westmorland Road in West Bromwich (LOT 40). A three bedroomed semi-detached house in need of modernisation and improvement works throughout. Benefiting from gas central heating and UPVC double glazing the property comes with a \*guide price of £90,000+ (plus fees).

A star lot in the auction is **7 Canalside in Stourport (LOT 35)**. With a guide price in excess of £110,000 (plus fees) it is a unique opportunity to acquire a 300 year old cottage with a canal side frontage to the rear. The property has a wealth of features and would benefit from sympathetic refurbishment and repair.

If you're on the hunt for a property ideal for buy-to-let, 66 Wenlock Road in Perry Barr (LOT 8) could be for you. A three bedroomed mid terraced property within easy reach of local amenities, good shopping facilities and excellent transport links into Birmingham city centre. It has a guide price of £90,000+ (plus fees).

1143 Stratford Road in Hall Green (LOT 15), is a vacant freehold detached house which could be ideal for someone looking a development project. It comes with a guide price in excess of £375,000 and it is currently partly refurbished and could be suitable for a variety of different uses subject to gaining the relevant planning permission.

25 Market Place in Nuneaton (LOT 27) is an excellent opportunity to acquire a four storey former bank premises, suitable for conversion to a mixed use property subject to obtaining appropriate planning permission. With a guide

price of £295,000+ (plus fees) it is in a highly prominent location in the town centre of Nuneaton.

A mixed use investment opportunity comes at **38 Worcester** Road in Bromsgrove (LOT 63). A prominent freehold town centre position, comprising a three storey mid terraced property with a retail unit on the ground floor and accommodation to the first and second floors. It comes with a guide price of £140,000-£150,000 (plus fees).

497 Hagley Road in Smethwick (LOT 45) is a freehold, three storey retail premises in a well-positioned location with planning consent for an eight bedroomed HMO. With a guide price of £250,000 - £260,000 (plus fees), this is ideal for someone looking for a development opportunity.

If you're interested in any of the lots in this catalogue, please visit our website to download the legal packs and view further property details. If you're not able to make it to the auction room then you can submit a Proxy, Telephone and Online Bidding Form - found on page 83 of this catalogue or you can watch the auction live from our website.

We're already inviting entries to first 2019 Birmingham auction on Thursday 14th February so if you'd like to arrange a free no obligation appraisal see our team in the auction room or call us on 0121 233 5046.

# **DATES FOR YOUR DIARY**

### Birmingham 2019 auction dates:

Thursday 14th February Thursday 21st March Thursday 23rd May Thursday 18th July Thursday 12th September Thursday 24th October Thursday 12th December

# **MEET THE BIRMINGHAM TEAM**



Rory Daly
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Andrew Parker
Managing Director & Auctioneer
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# **SELL WITH SPEED AND SECURITY**

# Vejay Pal

**Senior Valuer at SDL Auctions** 



According to a recent report from Post Office Money, the average property in Birmingham takes at least 77 days before it is marked as sold or under offer. The research also shows that 35 per cent of deals fall through within three weeks of a seller receiving an offer and a total of 44 percent of sales fall through within four weeks.



If you're looking to sell your property quickly, 77 days certainly isn't that - and the time to completion could potentially be even longer with the percentage of fall throughs rising. With the uncertainty of broken chains when selling through a private treaty, agreeing a sale can become a slow and complicated process.

Selling by auction has many benefits with the main one being speed. You can say goodbye to endless viewings and an indefinite time to sell as the whole process takes around six weeks and when the hammer falls your property is sold and contracts are exchanged on the day of the auction meaning gazumping is completely avoided!

Selling by auction also opens up the potential market as anyone in the auction room can bid. There will be potential investors, developers and even buyers who want to make it their home. In many cases the auction room could be the best method to sell your property to achieve the best possible price in a fair and simple way.

Whether you have a residential property (vacant or tenanted), a commercial unit or even a piece of land suitable for development, whatever your circumstances selling with SDL Auctions Bigwood can offer you a fast, simple and worry-free sale!

You can leave all the hard work to us. We will market your property regionally and nationally, ensuring your property gains interest and attraction, we will manage and construct viewings and when the auction day comes around we will organise the exchange of contracts once the hammer falls and your property is sold.

On the fall of the hammer the buyer is legally and contractually the new owner of the property. They cannot back out of the sale. Your mind will be at rest knowing you have sold your property with ease and security.

Once the contracts are exchanged, completion will usually take place 28 days later and we will release the keys to the new buyer and the money will be transferred into the bank account. It's as simple as that!

Selling by auction has never been easier and now is a better time than ever to sell! If you're looking to sell your property quickly, why not get in touch for a free, no obligation appraisal? We will be holding another seven auctions throughout 2019, so why not get ahead of the New Year rush and sell your property under the hammer for a fast and easy sale today.



### **IMPORTANT NOTICES TO BE READ BY ALL BIDDERS**

### **BUYING AT AUCTION**

- This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at: www.sdlauctions.co.uk and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.
- 2. Prospective purchasers are advised that sales are subject to (a) the Common Auction Conditions of Sale printed in the catalogue; (b) Special Conditions of Sale which are available for inspection at the office of the Vendors Solicitors, the office of the Auctioneers, in the auction room and online from our website; (c) any addendums or alterations made available for inspection; (d) any late amendments distributed in the room or made by the auctioneers from the rostrum.
- 2A. Prospective purchasers should always check the addendum sheet on the day of the sale to see if there are any alterations or amendments to the particulars or special conditions on the property that they are interested in bidding for. The catalogue has been prepared on the basis of information provided. In some cases, for whatever reason, verification has not been possible prior to printing. Consequently amendments may be made and the purchaser deemed to have full knowledge of them.
- Prospective purchasers shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant authorities and other bodies. It is advisable to arrange for a survey of the property prior to the auction.
- 4. As soon as the Auctioneer's gavel falls on a bid, the successful bidder is under a binding contract to purchase the relevant property. The purchaser is immediately at risk in relation to the property and should therefore have confirmed bank or building society finance arranged (if required) and will also be deemed to have made prior arrangements for any insurance cover that is required. (See footnote).
- 4A. Each bidder will be deemed to be personally liable on making an accepted bid even though he/she purports to act as an agent for the principal purchaser or purports to sign the Memorandum of Sale in a respective capacity.
  5. On the fall of the gavel, the successful bidder
- must immediately present to the Auctioneers Clerk his name and address and if appropriate, the name and address of the person or company on whose behalf he has been bidding.
  All successful bidders are required to sign and exchange unconditional contracts, or a reservation contract if applicable, with the Auctioneers prior to leaving the room and pay to the Auctioneers a deposit of 10% (or 5% for an unconditional reservation fee sale) of the purchase price (subject to a minimum of £5,000) with completion on or before 20 business days unless an alternative date has been specified for a given property within the Contract and/ or within our Vendors Special Conditions of Sale. All Birmingham City Council properties must have deposits paid by Banker's Draft made payable to SDL Auctions Ltd, all other Lots (unless specified in the Contract/Special Conditions) can be paid by Bank/Building Society draft or Visa debit card. Bank/Building Society drafts made payable to SDL Auctions Ltd. Please contact the relevant auction office for advice about acceptable payments. In default of any of the the above, the Auctioneer shall be entitled as Agent for the Vendor, to treat the failure or default as a repudiation and rescind the Contract Thereafter the Auctioneer shall be entitled to resubmit the property for sale and if a successful bidder does not pay a deposit and/or complete the memorandum, the Vendor reserves the right to claim any loss he suffers as a result.
- 6. All purchasers whether buying prior, during or post Auction are required to pay a buyers administration fee of £1074 inc VAT (unless stated otherwise), except lots 1 4, whereby the administration fee is £1194 inc VAT, this fee is to be added to the deposit, irrespective what costs may be included within the Contract or Special Conditions. A buyers administration fee does not apply where a reservation fee is payable. The reservation fee will be 4.8% inc VAT or 4.2% inc VAT in London of the purchase price, subject to

- a minimum of £6,000 inc VAT, unless stated otherwise. The reservation fee does not contribute towards the purchase price.
- 7. If a successful purchaser wishes to remain in the sale room and bid for later lots before transferring to the contracts area, he/she shall be required to surrender to the Auctioneers clerk one form of identity and debit or credit card for retention by the auctioneers until such time as the memorandum of sale is completed.
- 8. The Vendor has a right to sell before auction or withdraw the lot and neither the Auctioneer nor the Vendor is responsible for any abortive costs, loss or damages of a prospective purchaser. Information as to pre-sale or withdrawal of a lot can be obtained from enquiry of the Auctioneers at any time prior to the auction but valid only up to the time of enquiry.
- 9. Prospective purchasers are strongly advised to check these particulars as to measurements, areas and all other matters to which the properties are expressed to be subject or have the benefit of and in respect of any contents, fixtures and fittings expressed to be included in the sale by making an inspection of the property and all the necessary enquiries with SDL Auctions, the Vendor, the Vendor's professional advisors and all other appropriate authorities. All measurements and areas referred to in these particulars are approximate only.
- The dimensions and/or areas shown in this catalogue are intended to be accurate to within + 5% of the figure shown. If greater accuracy is required we advise intending purchasers to carry out check measuring.
- 11. All location plans published in the particulars of sale are copyright and are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and therefore not to scale and are not intended to depict the interest to be sold but are for identification purposes only. The boundary lines and numbers on the photographs are again only to enable prospective purchasers to locate the property and are not intended to depict the interest to be sold. Purchasers are advised to view the special conditions in respect of the precise interest to be conveyed.
- 12. Any guide prices issued or any estimates or values mentioned in negotiations or discussion with the Auctioneers or any of their representatives cannot be relied upon by a prospective purchaser as representing professional valuations for any purpose in accordance with the requirements or guidance notes of relevant professional bodies or other authorities. In all respects prospective purchasers are deemed to have relied upon their own knowledge or the advice of their own professional or other advisors.
- 13. Inspection of investment properties is by courtesy of the tenant. Inspection of properties with vacant possession only by arrangement with the Auctioneers. Interested parties should refer to the viewing schedule in the front of the catalogue or alternatively contact the Auctioneers. All viewings are undertaken at your own risk and no responsibility will be taken for any damage or injuries occurred during viewing of any properties in our catalogue whether mentioned in the particulars or not.
- Purchasers should be aware that they will not be entitled to the keys or access to the property (except by special arrangement) until completion date of the sale.
- 15. The Auctioneers announcements at the commencement of the sale are an important part of the proceedings. Thereafter the Auction will proceed without delay and the Auctioneer will not describe the properties in detail nor read out the special conditions or amendments.
- 16. The services, kitchen and sanitary ware, electrical appliances and fittings, plumbing and heating installations (if any) have NOT been tested by the Selling Agents. Prospective purchasers should therefore undertake their own investigations/survey to clarify the suitability of such services to meet their particular requirements.
- We are advised by the Vendor, where appropriate, that an EPC (Energy Performance Certificate) has been commissioned and will be available within the legal pack.
- 18. The plans provided in this catalogue are for identification purposes only and their accuracy is

- not guaranteed. All Ordnance Survey maps are reproduced with the sanction of the Controller of HM Stationery Office (Crown Copyright Reserved Licence No. LIG0183).
- 19. If the purchaser wishes to complete earlier than the proposed completion date (granted prior agreement with the Vendor), then we strongly recommend that the deposit is paid by cleared funds e.g., Banker's Draft, Building Society Draft or Debit Card. The purchaser must notify the Auctioneer as early as possible of their intention to complete early in order that arrangements can be made to transfer the deposit monies held. The Auctioneers also reserve the right to pass on any charges levied from the bank to the purchaser for early transfer of monies.
- Offers We will not forward any offer to our Vendors, unless the offer is above the guide price and prospective purchasers have viewed the property (where applicable) and have perused the legal pack.

### PROPERTY INSURANCE

Once the hammer falls at a Property Auction the purchaser becomes liable for the insurance of the property he has bought.

### **DEFINITION OF GUIDE PRICES**

The guide price is an indication of the seller's reserve price and is given to assist prospective purchasers. It is usual, but not always the case, that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period. The guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. Please note the reserve price will not exceed the top end of the guide price but the actual sale price can exceed the guide price. On occasions the sale price does exceed the guide price significantly.

### **AUCTION FEES**

The purchase of any property may include associated fees not listed in this catalogue. Any additional fees will be confirmed in the legal pack which can be downloaded from our website, www.sdlauctions.co.uk or to find out more about any additional fees associated with any property please call SDL Auctions Bigwood on 0121 233 5046. Stamp Duty, Land Tax or Land and Buildings Transaction Tax may also apply in some circumstances. These costs will not be confirmed in the legal pack, it is up to the bidder to make their own enquiries via www.gov.uk/stamp-duty-land-tax or www.revenue.scot/land-buildings-transaction-tax.

### **DEFINITION OF RESERVE PRICE**

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer.

### CONDITION OF SALE

The Lots will, unless previously withdrawn, be sold subject to the Special and General Conditions of Sale which have been settled by the Vendors' Solicitors. These Conditions can usually be inspected during the usual office hours at the offices of the Vendor's Solicitors mentioned in these particulars during the five days (exclusive of Saturday and Sunday), immediately before and exclusive of the day of the Sale. Most auction packs may be viewed online, visit www.sdlauctions.co.uk The Conditions may also be inspected in the Sale Room at the time of the Sale, but they will NOT then be read. The Purchaser shall be deemed to bid on those terms, whether he shall have inspected the Conditions or not.

### PROPERTY MISREPRESENTATION

The Agents for themselves and for the Vendors of these Lots, whose Agents they are, give notice that: These Particulars do not constitute any part of an offer, or a contract. All the statements contained in these particulars as to the Lots are made without responsibility and are not to be relied on as statements or representations of fact and they do not make or give any representations or warranty whatsoever in relation to these Lots. Any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each of the statements contained in these Particulars.

# FREQUENTLY ASKED QUESTIONS

- Q. What order will the lots be offered in? A. The Lots are offered as listed in the catalogue (Yes we are asked this question frequently!)
- Q. Can I view the properties before the Auction? A. Yes, please see the viewing schedule at the front of the catalogue or if the lot states viewings by arrangement, then please contact the office.
- Q. What is a reserve price? A. A reserve price is the price stipulated as the lowest acceptable by the vendor. This figure is confidential between the vendor and auctioneer.
- Q. Is the guide price the same as the reserve price? A. No, not always. The guide is an indication given by the Auctioneer. Where the guide price is a bracket figure, the reserve cannot exceed the top end of the bracket price. If the guide price is a single figure, then the reserve can be up to 10% in excess of this.
- Q. How do I register to bid at the auction? A. You must register on the day of the Auction at the auction venue, you will need 2 forms of original or certified identification (one photo and one proof of address) to register. To save you time on auction day, you can fill in the registration form within this catalogue and bring it with you on the day.
- Q. How long does it take to offer each lot? A. Each lot varies; there is no set amount of time per lot although it is generally approximately 2-3 minutes per lot.
- A. Normally 10% of the purchase price for an unconditional sale, however we do recommend checking the legal pack to confirm this as some lots vary. If the property is sold via the unconditional reservation fee method then a 5% deposit is payable. The deposits are subject to a minimum fee of £5,000.

Q. If I am a successful bidder how much deposit do I have to

- Q. How is the deposit payable? A. Any lots being offered on behalf of the Birmingham City Council must have deposits paid by a bank/building society draft (despite this being the case for many years, many bidders still ask this question!).
  - Bank Drafts should be made payable to "SDL Auctions". With any other lots the deposits can be paid by Bank/Building Society Draft or debit card.
- Q. How much should I make my bank draft for? A. 10% of your maximum offer, if you purchase the property for less than your maximum offer, the full amount of monies will be used as your deposit i.e. more than 10% deposit paid and you will pay less on completion. If you purchase the property for slightly more than your intended maximum offer you can top your deposit up with a debit card.
- Q. If I am a successful purchaser when do I have to complete the purchase and pay the balance monies? A. The normal completion period is 20 days after the sale, although you should inspect the legal pack to confirm this as some lots varv.
- Q. How can I view the legal pack and contract before the auction? A. These are available to view on our website and are
  - uploaded as and when we receive them from the appointed solicitor. They can also be inspected on the day of the auction in the auction room.
- telephone or internet? A. Yes, a proxy, telephone or internet bidding form is available within the catalogue or on our website. This form must be completed and returned to the Auctioneers along with a bank draft or building society draft for the deposit and administration fee at least 48 hours prior to the Auction Sale for telephone and internet bids and 24 hours for proxy bids.

Q. If I am unable to attend the auction can I bid by proxy,

- Q. If I am unable to attend the Auction, can someone bid on
  - A. Yes, however they must bring with them 2 forms of original identification for you and for themselves, along with an authorisation letter from yourself. It must be noted that should you default, the bidder will be liable.
- Q. Can I make an offer prior to the Auction? A. Yes, some vendors will consider selling prior to the auction but only on the condition that an unconditional contract is exchanged before the auction with a cleared funds deposit.
- Q. How can I make this offer? A. Offers must be made in writing or by email to birminghamoffers@sdlauctions.co.uk. Verbal offers will not be accepted. Offers may not be acknowledged, but you will be contacted within 7 days if your offer is accepted.
- Q. Can I have the property surveyed before the auction? A. Yes, your surveyor must contact us for access.
  - Q. Do some lots not sell? A. Yes, if a reserve price is not reached the lot will not sell. We continue to market most unsold properties after the auction so you may still purchase these lots, however all post-auction sales are under auction terms.
- Q. Are there any further costs to pay in addition to the sale
  - A. A buyers administration fee of £1074 inc VAT or £1194 inc VAT (See Important Notices in this catalogue) is payable on exchange to SDL Auctions if the lot is sold unconditionally. If a property is an unconditional reservation fee lot or conditional reservation fee lot then a reservation fee of 4.8%, or 4.2% for London properties, inc VAT (subject to a minimum fee of £6000 inc VAT) is payable (unless stated otherwise). Any further additional costs, which are payable in addition to the purchase price will be included within the Special Conditions that are attached to the Contract. Therefore all prospective purchasers must inspect the legal packs and we strongly advise that all prospective purchasers request a legal representative to go through the pack for every lot that you may wish to bid on, in order to be made fully aware of any additional costs, if applicable.
- Q. Why is a reservation fee payable on some lots? A. A reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price. A buyers administration fee is not payable on these lots.
- Q. If I do not complete the sale are there any penalties? A. Yes, firstly you will lose your deposit and admin fee, furthermore the Vendor may sue you for the balance owed and any further losses caused.
- Q. Will I be able to get a mortgage on the property? A. Not all properties are suitable for mortgage security and we strongly recommend that you arrange for an independent survey to be carried out if you require mortgage finance.
- Q. How do I know whether the details given in the catalogue change or a property is withdrawn or sold prior? A. An addendum is available on our website (www.sdlauctions.co.uk) at all times and is updated regularly and is also available at the auction. Alternatively, you can register for our email alert service by emailing us on marketing@sdlauctions.co.uk. It is essential that you see the addendum prior to bidding.
- Q. Can I go on the permanent mailing list to receive future auction catalogues? A. Yes, contact us by telephone (0121 233 5046) or by email (marketing@sdlauctions.co.uk).

# PROOF OF IDENTITY & ADDRESS

All bidders and buyers must provide two forms of identification, one photographic and one proof of address in order to register and receive a bidding paddle.

Original documents MUST be provided.

Photocopies are NOT acceptable.

### PHOTOGRAPHIC ID

- Current signed passport
- Current full UK/ EU driving licence\*
- Resident Permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- State Pension, Benefit Book or notification letter\*

### **EVIDENCE OF ADDRESS**

- Current full UK/ EU driving licence\*
- Utility bill issued with the last 3 months
- Local Authority tax bill
- Bank, Building Society or Credit Union statement from a UK lender
- State Pension, Benefit Book or notification letter\*

\*These documents may be used as proof of identification or evidence of address but NOT both.

### WHAT ELSE DO I NEED TO BRING...

- If I am bidding as an agent for the buyer?
  - Written authority from the buyer stating they give you authority to bid on their behalf.
  - ID for the bidder and buyer
- If there is more than one individual purchasing jointly?
  - ID is required for each buyer.
- If the provider of funds is different to the bidder or buyer?
  - ID for the funds provider
  - ID for the bidder and buyer
- If I am bidding for a Limited company or Limited Liability Partnership (LLP)?
  - ID for the bidder
  - Certificate of incorporation
  - Proof of registered office address

- Full names of board of directors (unless company is listed on a regulated market)
- ID for shareholders holding more than 25% of share capital
- If I am bidding for an unincorporated business or partnership?
  - ID for the bidder
  - Written authority from the company that you have the authority to purchase on behalf of the company at the auction
  - Certificate of incorporation
- If I am bidding for a Trust (or similar)?
  - ID for the bidder
  - ID for each beneficial owner
  - ID relating to the settler of the trust
  - ID for each trustee

# **REGISTRATION OF BIDDERS**

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MEANS OF IDENTIFICATION	NB: TWO FORMS OF ORIGINAL I.D. MUST BE BROUGHT TO THE AUCTION IN ORDER TO BID

	Passport:	Driving Licence:	Bank Statement:	Utility Bill:
Other:				

### **MEANS OF DEPOSIT PAYMENT**

Bank/Building Society Draft:	Debit Card:	
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I confirm I will pay the required deposit and the Auctioneer's buyers fee once the hammer has fallen. I confirm that I will purchase Lots with full knowledge and acceptance of the Important Notices, Common Auction Conditions, Legal Pack and Addendum. I hereby acknowledge that I take full responsibility of all bids undertaken with the above bidders number.

### **Privacy Notice: SDL Auctions Registration of Bidders**

SDL Auctions is part of the SDL Group (www.sdlgroup.co.uk). We collect the above information from you so that we can conduct the bidding process. We may also use your data to send you relevant marketing from within the Group. We will store your data for six years. To opt out or if you have any questions about how we handle your data please contact compliance@sdlgroup.co.uk.

SIGNATURE:	DATE:	

Utility Bill:

**BIDDERS NO:** 

# A COFFEE WITH...

# **Chris Theocharides**

**Valuer at SDL Auctions Bigwood** 



I studied Real Estate at Birmingham City University and have worked in property ever since. I originally worked at a cost consultancy firm based in the Jewellery Quarter valuing affordable housing units, after which I moved to a company based in Cannock where I managed commercial industrial properties. Prior to joining SDL Auctions, I worked at Connells where I was a senior valuer.



### What is your business motto?

My business motto is 'Get on with it'. I like to get the job done with no messing about.

### What is the best quality of SDL Auctions, and how is it different to other auction businesses?

We are honest with our clients. Unlike other auction businesses we give good sound advice with regards to guide prices and manage a vendor's expectations well. In the long term this has helped give SDL Auctions a well-respected name within the auctions industry.

### What is office life like for you and your team?

Life in the office is busy! We are always working towards the next auction to make it successful for our vendors. The team work extremely hard to ensure support is there for the valuers and our clients. We all work together to ensure the job gets done.

### What is your approach to work / life balance?

I enjoy what I do, so working hard comes easy to me. I like to stay focused in the week to get everything done. However, I do like to switch off at the weekends and enjoy my social time with family and friends.

### What is your approach to making contacts which are useful for the business?

I try to be as approachable as possible. I go out of my way to

try and get to know something about everyone I deal with. Having that helps me build a good relationship with people I meet and this helps them to feel like they can pick the phone up and contact me whenever they have potential business.

### Who has inspired you most in your business life, and why?

My mother and father have inspired me to be the way I am. My mother was quite a strict and disciplined parent and my father was a business owner and property developer. He was very good at spotting a bargain. I like to think I have taken both these qualities from them.

### What is your proudest achievement in business?

My proudest achievement was listing and selling an investment property for £625,000 in my second auction at SDL Auctions Bigwood. It is a great feeling knowing that your hard work has paid off and there has been a successful sale for a vendor.

### What drives and motivates you?

I am motivated by the desire to learn and to be better at what I do. I want to be the go to person when it comes to property and I want to help vendors achieve the best possible price for their property. Helping someone and achieving a good sale for them in the auction room really motivates me to sell more.

### If you hadn't been a valuer, what would you do instead?

When I was younger I always wanted to be an airline pilot and to fly long haul flights. I think it would be amazing to travel the world while you work, it would be interesting and exciting to wake up in another country several times a week.

### What time of day are you at your best, and why?

I am not a morning person. I definitely work better in the evening and into the night. In fact, a lot of my coursework at University was done late at night.

### Do you use Facebook, Twitter or other social media?

I use Instagram quite a lot, but I don't really interact with other social media channels these days.

### If you could have a coffee with anyone, who would it be, and what would be your choice?

I would like to have a coffee with Jeremy Clarkson. I like his direct approach and how he isn't afraid to say it how it is.

### How do you relax outside of work?

Outside of work I like to go to the gym a few nights a week and at the weekends I tend to see family and friends and enjoy going out for meals and drinks. I also like to travel and occasionally take short breaks in different countries.

# **ORDER OF SALE**

LOT 1.	Former Community Centre, Melvina Road, Birmingham	Commercial Vacant				
LOT 2.	Land & Shop Premises, 101 Upper Sutton Street/ Clifton Road, Aston, Birmingham	Commercial Investment				
LOT 3.	Land Adj to 70 Tarry Road, Birmingham	Development/ Redevelopment & Land				
LOT 4.	19-20 Middleway Green, Bilston	Residential Vacant				
LOT 5.	5 Hornby Grove, Yardley Wood, Birmingham	Residential Vacant				
LOT 6.	Residential Vacant					
LOT 7.	Residential Vacant					
LOT 8.	Residential Vacant					
LOT 9.	Residential Vacant					
LOT 10.	Flat 14, 118A Headly House, Holyhead Road, Coventry	Residential Vacant				
LOT 11.	96 Parkeston Crescent, Kingstanding, Birmingham	Residential Vacant				
LOT 12.	84 Shaftesbury Avenue, Keresley End, Coventry	Residential Investment				
LOT 13.	60 Ethel Street, Smethwick, Birmingham, West Midlands	Residential Vacant				
LOT 14.	11 Wakelin Road, Shirley, Solihull	Residential Vacant				
LOT 15.	1143 Stratford Road, Hall Green, Birmingham	Residential Vacant				
LOT 16.	146 Bell Green Road, Coventry	Residential Investment				
LOT 17.	Commercial Vacant					
LOT 18.	20 High Street, Bromyard, Herefordshire	Commercial Investment				

LOT 19.	12 Central Avenue, Cannock	Residential Investment				
LOT 20.	Land at 32a Mill Bank, Stafford	Development/ Redevelopment & Land				
LOT 21.	3 Speedwell Road, Birmingham	Residential Vacant				
LOT 22.	247 - 249 Worcester Road, Malvern	Commercial Investment				
LOT 23.	76 St Marks Road, Tipton	Residential Vacant				
LOT 24.	44 Hawbush Road, Walsall	Residential Vacant				
LOT 25.	Wordsley Manor, Meadowfields Close, Wordsley	Residential Vacant				
LOT 26.	21 St. Matthews Road, Smethwick, West Midlands	Residential Investment				
LOT 27.	25 Market Place, Nuneaton	Commercial Vacant				
LOT 28.	The Royal British Legion, 25 Station Road, Kings Heath, Birmingham	Commercial Vacant				
LOT 29.	29 Derby Street, Stoke-On-Trent, Staffordshire	Commercial Investment				
LOT 30.	49 Lodgefield Road, Halesowen	Residential Vacant				
LOT 31.	Access Road, off Wharfdale Road, Tyseley	Development/ Redevelopment & Land				
LOT 32.	65 George Street, Walsall	Commercial Investment				
LOT 33.	14 Wrekin View, Waterloo Road, Wolverhampton, West Midlands	Residential Investment				
LOT 34.	2 Cliff Rock Road, Birmingham	Commercial Vacant				
LOT 35.	7 Canalside, Stourport-on-Severn	Residential Vacant				
LOT 36.	4 Moores Croft, Edingale, Tamworth	Residential Vacant				

# **ORDER OF SALE**

LOT 37.	Leasehold Garage, 151 Lordswood Road, Harborne, West Midlands	Garages				
LOT 38.	6 Edgbaston Square, Caraway Road, Edgbaston, Birmingham	Residential Vacant				
LOT 39.	124 Cranbourne Road, Birmingham	Residential Vacant				
LOT 40.	26 Westmorland Road, West Bromwich	Residential Vacant				
LOT 41.	Land off Plymouth Road & R/O 2 Berry Drive, Barnt Green, West Midlands	Development/ Redevelopment & Land				
LOT 42.	1B Reservoir Road, Selly Oak, Birmingham	Development/ Redevelopment & Land				
LOT 43.	SOLD PRIOR					
LOT 44.	Development/ Redevelopment & Land					
LOT 45.	497 Hagley Road, Smethwick	Commercial Vacant				
LOT 46.	50-52 High Street, Bilston	Commercial Vacant				
LOT 47.	172 Merridale Street West, Wolverhampton	Residential Vacant				
LOT 48.	95 Horseley Road, Tipton	Residential Vacant				
LOT 49.	6 Regal Court, Park Avenue, Whitchurch	Residential Vacant				
LOT 50.	132 Henwood Road, Wolverhampton	Residential Vacant				
LOT 51.	18 Portland Terrace, Gainsborough, Lincolnshire	Residential Vacant				
LOT 52.	Residential Investment					
LOT 53.	9 York Avenue, Willenhall	Residential Investment				
LOT 54.	Development/ Redevelopment & Land					

LOT 55.	40 Trysull Road, Wolverhampton	Residential Vacant			
LOT 56.	12 Oldbury Road, Rowley Regis	Commercial Investment			
LOT 57.	18 Manor Road, Aston, Birmingham	Commercial Vacant			
LOT 58.	56 Brook Street, Stourbridge	Residential Vacant			
LOT 59.	50 Waterloo Road, Smethwick, West Midlands	Commercial Investment			
LOT 60.	53 Lodge Road, Wednesbury	Residential Vacant			
LOT 61.	184 Short Heath Road, Erdington, Birmingham	Residential Vacant			
LOT 61A.	Apartment 3, 73 Lichfield Road, Sutton Coldfield	Residential Vacant			
LOT 62.	Two freehold car parks and eight ground rents, Albion Parade, Wall Heath, West Midlands	Commercial Investment			
LOT 63.	38 Worcester Road, Bromsgrove	Commercial Investment			
LOT 64.	20 Brigfield Crescent, Billesley, Birmingham	Residential Vacant			
LOT 65.	67 Forrester Street, Walsall	Residential Investment			
LOT 66.	54 Prosser Street, Wolverhampton	Residential Vacant			
LOT 67.	38 Redborne Road, Grimsby, South Humberside	Residential Vacant			
LOT 68.	4 Petch Street, Stockton on Tees	Residential Investment			
LOT 69.	The Old Stables, High Street, Ironbridge, Telford	Commercial Investment			
LOT 70.	26 Bowes Drive, Cannock	Residential Vacant			
LOT 71.	280 Werrington Road, Bucknall, Stoke-on-Trent, Staffordshire	Residential Vacant			
LOT 72.	35 Pharos Street, Fleetwood, Lancashire	Residential Vacant			
LOT 73.	Flat 7 Elizabeth Court, Marshalls Road, Raunds, Northamptonshire	Residential Vacant			

# **VIEWING SCHEDULE**

LOT	PROPERTY	MON 26/11	TUES 27/11	WED 28/11	THURS 29/11	FRI 30/11	SAT 01/12	MON 03/12	TUES 04/12	WED 05/12	THURS 06/12	FRI 07/12	SAT 08/12	MON 10/12	TUES 11/12
70	26 Bowes Drive, Cannock			11.30				11.30		11.30				11.30	
64	20 Brigfield Crescent, Birmingham		10.30		13.30				10.30		13.30				10.30
58	56 Brook Street, Stourbridge			14.45				09.45		14.45				09.45	
6	55 Corser Street, Dudley		10.45		13.00				10.45		13.00				10.45
39	124 Cranbourne Road, Birmingham			10.30				12.15		10.30				12.15	
38	6 Edgbaston Square, Caraway Road, Birmingham			12.45				10.00		12.45				10.00	
13	60 Ethel Street, Smethwick		13.45		10.00				13.45		10.00				13.45
1	Former Community Centre, Melvina Road, Birmingham		11.00		11.00				14.30		11.00			11.00	
24	44 Hawbush Road, Walsall					15.00		10.00		15.00			14.00	10.00	
10	Flat 14, 118A Headly House, Holyhead Road, Coventry		13.30		10.30				13.30		10.30				15.00
50	132 Henwood Road, Wolverhampton					12.45		12.15		12.45				12.15	
5	5 Hornby Grove, Yardley Wood		10.00		14.00				10.00		14.00				10.00
48	95 Horseley Road, Tipton		11.45		12.00				11.45		12.00				11.45
60	53 Lodge Road, Wednesbury					10.00		15.00		10.00				15.00	
30	49 Lodgefield Road, Halesowen		10.00		13.45				10.00		13.45				10.00
25	Wordsley Manor, Meadowfields Close, Wordsley			15.30				10.30		15.30				10.30	
47	172 Merridale Street West, Wolverhampton					11.30		13.30		11.30				13.30	
4	19-20 Middleway Green, Bilston					10.45		14.15		10.45				14.15	
36	4 Moores Croft, Tamworth			12.45				12.45		12.45				12.45	
9	Flat 2 Norton Tower, Civic Close, Birmingham			10.00				10.00		10.00				10.00	

# VIEWING SCHEDULE

LOT	PROPERTY	MON 26/11	TUES 27/11	WED 28/11	THURS 29/11	FRI 30/11	SAT 01/12	MON 03/12	TUES 04/12	WED 05/12	THURS 06/12	FRI 07/12	SAT 08/12	MON 10/12	TUES 11/12
11	96 Parkeston Crescent, Birmingham			10.00				12.45		10.00				12.45	
66	54 Prosser Street, Wolverhampton					14.00		11.00		14.00				11.00	
21	3 Speedwell Road, Birmingham			12.15				10.30		12.15				10.30	
23	76 St Marks Road, Tipton		12.15		11.30				12.15		11.30		12.00		12.15
28	British Legion Club, 25 Station Road, Kings Heath		11.15		12.45				11.15		12.45				11.15
15	1143 Stratford Road, Hall Green		12.00		12.00				12.00		12.00				12.00
55	40 Trysull Road, Wolverhampton					12.00		13.00		12.00				13.00	
8	66 Wenlock Road, Birmingham			11.15				11.30		11.15				11.30	
40	26 Westmorland Road, West Bromwich		13.00		10.45				13.00		10.45				13.00
7	72 Woden Road, Wolverhampton					13.30		11.30		13.30				11.30	

Please arrive promptly for viewings, as the allotted times are usually limited to 20 minutes only.

The viewing schedule is correct at the time of going to press. We cannot accept any responsibility for any changes which occur due to a property being withdrawn/sold prior or cancelled for any reason. It is recommended that anyone attending viewings should bring with them a torch, as not all properties have electricity. It is further recommended that appropriate clothing is worn.

> For viewings on any other properties contact the **Auction Department on 0121 233 5046**

All viewings are undertaken at your own risk and no responsibility will be taken for any damage or injuries occurred during viewing of any properties in our catalogue whether mentioned in the particulars or not.





——BIGWOOD

# DEPOSITS Important Information

All properties are subject to a 10% deposit\* (subject to a £5000 minimum deposit) which is payable on the exchange of contracts.

Deposits can be paid by debit card or bankers draft.

There is also a buyers administration fee or reservation fee to pay on exchange. An explanation of additional fees can be found overleaf.

\*Unless stated otherwise in the legal pack.

# NO LONGER ACCEPTING CHEQUES

All deposits must be paid by:-



Bank/Building Society Draft



**Debit Card** 

As an extra safeguard to our vendors we NO longer accept any cheques.

To benefit all purchasers there will be no card charges for payments made by debit card.

All Birmingham City Council lots must still be paid by Bankers Draft, the property cannot be sold to you if you do not have this with you at the auction.

# A GUIDE TO ADDITIONAL FEES

Important notice relating to fees, costs and charges payable by the buyer in addition to the purchase price

# **BUYERS ADMINISTRATION FEE**

All buyers will be required to pay a Buyers Administration Fee of £1074 inc VAT (unless otherwise stated in the important notices or where a reservation fee is applicable) payable on each lot purchased whether purchasing prior, during or after the auction.

# **ADDITIONAL FEES, COSTS AND CHARGES**

In addition to the purchase price, buyers may be required to pay additional fees, costs and charges. These may include, but are not limited to, Value Added Tax (VAT), Stamp Duty, ground rents, rent arrears/apportionment of rent, outstanding service charges, sellers search costs/disbursements, reimbursements of sellers solicitors, auctioneer costs or reservation fees. All prospective buyers are advised to inspect the legal documents including the contract and special conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

All bidders are assumed to have inspected the legal packs available on our website - <a href="www.sdlauctions.co.uk">www.sdlauctions.co.uk</a> - and in the auction room prior to bidding and are fully aware of all terms and conditions including any fees, costs, charges, completion dates and other relevant matters which may be applicable, once they have successfully purchased the property.

# FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please contact the team on 0121 233 5046 or email at birmingham@sdlauctions.co.uk

# **UNCONDITIONAL & CONDITIONAL AUCTIONS EXPLAINED**

# **Unconditional**

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 10% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a buyers administration fee of £1074 including VAT (unless an alternative administration fee has been quoted in the important notices to bidders at the front of the catalogue)
- Please note additional charges may apply and these will be included in the special conditions of sale, which are available in the legal pack
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of

Please note all lots in this catalogue are being sold subject to unconditional terms unless otherwise stated (and showing the UR or CR icon).

### **Unconditional Reservation Fee** UR

Upon the fall of the hammer the buyer shall...

- Be legally bound to buy the property
- Pay a 5% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of

## **Conditional Reservation Fee**

Upon the fall of the hammer the buver shall...

- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- · Sign the reservation contract with the auctioneer
- Exchange contracts within 28 days
- Complete the purchase within an additional 28 days of the exchange (unless an alternative date has been specified in the reservation contract)

\*The reservation fee represents a different set of charges to the regular auction lots. A reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price.

Please ensure you understand the difference between conditional and unconditional auctions (and which type of auction you are bidding on), the associated costs and your legal obligation. If you are unsure or have any questions please contact one of our auction specialists or speak to a member of staff on the day before bidding.

Please note ALL fees and deposits are non-refundable



### FORMER COMMUNITY CENTRE, MELVINA ROAD, BIRMINGHAM, B7 4QU



# A FREEHOLD FORMER COMMUNITY CENTRE AND ANCILLARY LAND

### PROPERTY DESCRIPTION:

A two storey former community centre and nursery with ancillary land offering amenity space and off road parking for some 30 plus vehicles. The property has a GIA of 1,276 sq m (13,735 sq ft) or thereabouts.

**Ground Floor:** Entrance Hall, Store, Three WCs, Three Offices, Hall, Sports Hall, Catering Kitchen, Two Refectory's, Class Room, Offices, Store, Basement, Former Nursery, Play Area, Office, Kitchen, WC, Boiler Room & Store, Second Playroom, Store, Kitchen

First Floor: Landing, Four Classrooms, Two Offices, Store, WC Outside: Communal grounds and parking

### ENERGY EFFICIENCY RATING: C

We understand the site extends to some 4,829 sq m (5,775 sq yards) or thereabouts.

### PLANNING:

The property may be suitable for a variety of uses including residential, religious or educational subject to obtaining the necessary planning consents. All initial enquiries can be made to Robert King 0121 303 3928 or Stephen Manners at Birmingham City Council on 0121 303 4775.

### TENURE:

We understand that the property is freehold and being sold subject to all rights of way whether documented or otherwise across the land. Purchasers are advised that the seller will be reserving full rights of egress/regress together with the benefit of service connections in and across the land colored in brown on the sale plan for the benefit of itself and occupiers of its adjoining land. Vacant possession will be given upon completion.

### **AUCTIONEERS NOTE:**

1. Please note that no offers will be accepted prior or post to the Auction.

2. The property will be sold on the understanding that the 10% deposit must be paid by a Banker's Draft made payable to SDL Auctions Ltd. No other means of payment will be accepted and failure to do so will result in the property being re-offered for

3. In addition to the purchase price, the purchaser will be required to pay the Council's professional fees of £2,250.

### **VIEWINGS:**

See viewing schedule.







### \*GUIDE PRICE in excess of £450,000 (plus fees)

### LAND & SHOP PREMISES, 101 UPPER SUTTON STREET/ CLIFTON ROAD, **ASTON, BIRMINGHAM, B6 5BN**

### A FREEHOLD INVESTMENT PROPERTY AND LAND. CURRENT GROSS INCOME £5,750 PER **ANNUM**

### PROPERTY DESCRIPTION:

A freehold shop premises currently let on a 5 year lease with additional land which may be suitable for a number of alternative uses, including that of residential development subject to obtaining the necessary planning consents.

### **ENERGY EFFICIENCY RATING:** Please refer to the legal pack

### TENURE:

We understand that the land and shop premises and freehold and being sold subject to the existing lease and all rights of way documented or otherwise across the land.

### TENANCY:

The shop is let on a 5 year lease from 29/09/2010 at a rental income of £5,750 per annum.

### SITE AREA:

We understand that the site area extends to some 2,957 sq m (3,537 sq yards) or thereabouts.

### **PLANNING:**

The land may be suitable for a number of alternative uses subject to obtaining the necessary planning consents, including that of residential development, a day nursery or other community uses. All initial enquiries can be made to Robert King 0121 303 3928 or Stephen Manners at Birmingham City Council on 0121 303 4775.

### **SERVICES:**

Mains services are understood to be available in the vicinity of the property, but prospective purchasers should make their own independent enquiries as to the suitability of services for their particular requirements.

### **GROUND CONDITIONS & CONTAMINATION:**

Prospective purchasers must undertake their own investigations with regard to ground conditions and contamination and fully satisfy themselves as to the suitability of the site for any use they may propose.

### **PLANS:**

Any plans provided with these particulars are for identification purposes only and their accuracy is not guaranteed.

### RIGHTS OF WAY, WAYLEAVES, EASEMENTS, RESTRICTIVE **COVENANTS ETC:**

The property is sold subject to, or with the benefit of any rights of way, wayleaves, easements, restrictive covenants etc. which may exist whether mentioned in these particulars or not.

### **AUCTIONEERS NOTES:**

- 1. Please note that no offers will be accepted prior or post to the Auction.
- 2. The property will be sold on the understanding that the 10% deposit must be paid by a Banker's Draft made payable to SDL Auctions Ltd. No other means of payment will be accepted and failure to do so will result in the property being re-offered for sale.
- 3. In addition to the purchase price, the purchaser will be required to pay the Council's professional fees of £2,250.

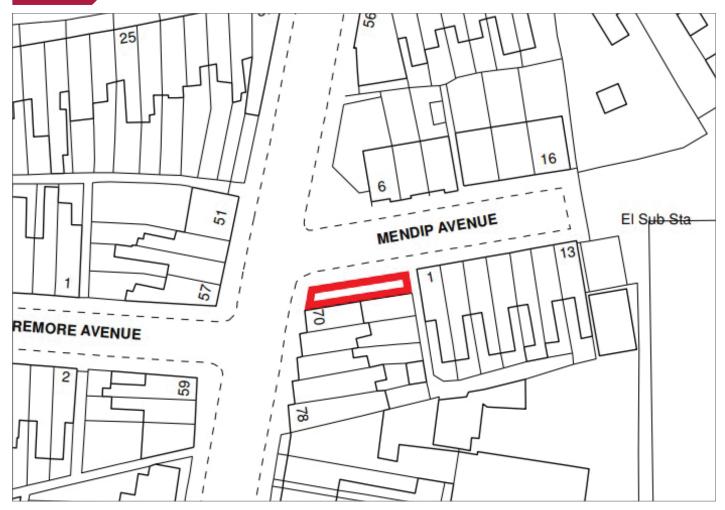
### **VIEWINGS:**

The site is open for viewings.

### \*GUIDE PRICE £200,000 (plus fees)







### A FREEHOLD SMALL PARCEL OF LAND

### **PROPERTY DESCRIPTION:**

A small parcel of freehold land situated on the corner of Tarry Road and Mendip Road

### SITE AREA:

We understand that the site extends to 58 sq m or thereabouts.

We understand that the land is freehold and being sold subject to all existing rights of way documented or otherwise across the land. Vacant possession will be given upon completion.

### **SERVICES:**

Mains services are understood to be available in the vicinity of the property, but prospective purchasers should make their own independent enquiries as to the suitability of services for their particular requirements.

### **GROUND CONDITIONS & CONTAMINATION:**

Prospective purchasers must undertake their own investigations with regard to ground conditions and contamination and fully satisfy themselves as to the suitability of the site for any use they may propose.

### PLANS:

Any plans provided with these particulars are for identification purposes only and their accuracy is not guaranteed.

### RIGHTS OF WAY, WAYLEAVES, EASEMENTS, RESTRICTIVE COVENANTS ETC:

The property is sold subject to, or with the benefit of any rights of way, wayleaves, easements, restrictive covenants etc. which may exist whether mentioned in these particulars or not.

### **AUCTIONEERS NOTES:**

- 1. Please note that no offers will be accepted prior or post to the Auction.
- 2. The property will be sold on the understanding that the 10% deposit must be paid by a Banker's Draft made payable to SDL Auctions Ltd. No other means of payment will be accepted and failure to do so will result in the property being re-offered for sale.
- 3. In to the purchase price, the purchaser will be required to pay the Council's professional fees of £1,750.

### **VIEWINGS:**

The site is open for viewings.

### \*GUIDE PRICE £5,000 (plus fees)





### A PAIR OF EXTENDED SEMI DETACHED **PROPERTIES**

### PROPERTY DESCRIPTION:

A pair of freehold properties previously used as YWCA offices which benefits from planning permission for residential use (Use Class C3) conversion to two single dwellings. The property has the benefit of gas central heating and the majority of the property is double glazed.

### **ACCOMMODATION:**

19 Middleway Green: Ground Floor: Office, Hall, Large Office, Rear Hall, Single Storey L Shaped Extension, WC. First Floor: Landing, Four Rooms, WC.

20 Middleway Green: Ground Floor: Hall, Disabled WC, Office, Further Hallway, Staff Room/Kitchen.
First Floor: Landing, Four Rooms, WC.
Outside: Tarmacadamed front and side gardens. 19 Middleway Green has gated side driveway to garden. 20 Middleway Green

has side gated entry and garden.

### **ENERGY EFFICIENCY RATING: C**

**TENURE:** Freehold

### **VACANT POSSESSION UPON COMPLETION**

**AUCTIONEERS NOTE:** In addition to the purchase price the purchaser will be required to pay the Council's professional fees of 1% of the purchase price.

**VIEWINGS:** See viewing schedule.





\*GUIDE PRICE in excess of £200,000 (plus fees)

### 5 HORNBY GROVE, YARDLEY WOOD, BIRMINGHAM, B14 4HH

### A FREEHOLD SEMI-DETACHED PROPERTY

### PROPERTY DESCRIPTION:

A freehold semi-detached property set back from the road behind a fore garden with driveway and off road parking. The property has the benefit of double glazing however is in need of further refurbishment and modernisation.

### **ACCOMMODATION:**

Ground Floor: Entrance Porch, Hall, Lounge, Kitchen, Bathroom,

Separate WC

First Floor: Landing, Three Bedrooms

Outside: Front and rear gardens with off road parking and driveway.

### **ENERGY EFFICIENCY RATING: TBC**

### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

### VIFWINGS:

See viewing schedule



\*GUIDE PRICE £68,000 - £73,000 (plus fees)

# LEGAL PACKS

It is the buyers responsibility to read the Legal Pack before bidding.

These are available to download on our website as soon as they arrive from the Solicitor. If they aren't available when you register you will be notified by email as soon as they are updated.

> They are also available to read in the auction room.



### 55 CORSER STREET, DUDLEY, DY1 2QR

### A FREEHOLD VACANT MID TERRACED **PROPERTY**

### PROPERTY DESCRIPTION:

A freehold three bedroomed mid terraced property set back from the road with a foregarden and driveway approach providing off road parking. The property is in need of repair and refurbishment throughout.

### ACCOMMODATION:

Ground Floor: Entrance Porch, Hall, Two Reception Rooms, Kitchen,

Under-stairs Pantry.

First Floor: Landing, Three Bedrooms, Bathroom, WC. Outside: Front and rear gardens with some off road parking.

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack

**TENURE:** Freehold

### **VACANT POSSESSION UPON COMPLETION**

**VIEWINGS:** 

See viewing schedule



### \*GUIDE PRICE £38,000 - £43,000 (plus fees)

### LOT 7

### 72 WODEN ROAD, WOLVERHAMPTON, WV10 0BB

### A VACANT FREEHOLD MID TERRACE PROPERTY

### PROPERTY DESCRIPTION:

A three bedroomed mid terrace property ideally located for both Wolverhampton and Wednesfield town centres. The property benefits from gas central heating and double glazing.

### **ACCOMMODATION:**

**Ground Floor:** Lounge, Dining Room, Kitchen, Bathroom.

First Floor: Three Bedrooms. Outside: Rear Garden.

### **ENERGY EFFICIENCY RATING:** E

**TENURE:** Freehold

### **VACANT POSSESSION UPON COMPLETION**

VIEWINGS: See viewing schedule.



### \*GUIDE PRICE in excess of £68,000 (plus fees)

### 66 WENLOCK ROAD, PERRY BARR, BIRMINGHAM, B20 3HW

### A VACANT FREEHOLD THREE BEDROOMED MID TERRACED PROPERTY

### PROPERTY DESCRIPTION:

A three bedroomed mid terraced property situated within the popular residential location of Perry Barr, within easy reach of local amenities. Benefitting from good shopping facilities, excellent transport links, whilst being within easy reach of Birmingham city centre. The property requires upgrading, modernisation and improvement, however benefits from gas central heating and double glazing. Excellent investment potential.

### **ACCOMMODATION:**

Ground Floor: Lounge, Kitchen, Sitting Room, Rear Lobby and

Bathroom.

First Floor: Landing, Three Bedrooms. Outside: Enclosed Rear Garden.

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack

TENURE: Freehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWINGS:** 

See viewing schedule



### \*GUIDE PRICE £90,000 (plus fees)

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> You will not receive any further mailings from us if you do not re-subscribe.



### FLAT 2 NORTON TOWER, CIVIC CLOSE, BIRMINGHAM, B1 2NN

### A VACANT LEASEHOLD PURPOSE BUILT **GROUND FLOOR APARTMENT**

### PROPERTY DESCRIPTION:

A purpose built ground floor apartment situated in communal grounds. The property is conveniently located in Birmingham city centre opposite Symphony Hall and the Library of Birmingham and is less than 500 meters from University College Birmingham. The property benefits from having an intercom system, gas fired central heating system and the majority of the windows are UPVC double glazed units.

### ACCOMMODATION:

Ground Floor: Communal Entrance and Hall.

Flat 2:- Hall, Kitchen with Pantry, Reception Room, Bedroom,

Bathroom/WC with Shower, Enclosed Balcony.

Outside: Communal Grounds.

**ENERGY EFFICIENCY RATING: C** 

**TENURE:** Leasehold

VACANT POSSESSION UPON COMPLETION

**VIEWINGS:** 

See viewing schedule.



### \*GUIDE PRICE in excess of £85,000 (plus fees)

### LOT 10

### FLAT 14, 118A HEADLY HOUSE, HOLYHEAD ROAD, COVENTRY, CV1 3AE

### A VACANT TWO BEDROOMED APARTMENT

### **PROPERTY DESCRIPTION:**

A two bedroomed second floor apartment situated just a short walk from the Alvis Retail Park and Coventry city centre, with local amenities including shops, restaurants and leisure facilities as well Coventry University. The accommodation benefits from gas central heating and double glazing. There is a video phone entry system from the front entrance and electronic gates guard the entrance to the car parking area. An ideal opportunity for a first-time buyer or an investor looking to add to their portfolio.

### **ACCOMMODATION:**

Ground Floor: Communal Entrance Area, Stairway leading to second

Second Floor: Open Plan Kitchen/Living/Dining Area, Master Bedroom with En-Suite, Further Bedroom, Family Bathroom.

Outside: Allocated parking space.

**ENERGY EFFICIENCY RATING:** C

**TENURE:** Leasehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWINGS:** See viewing schedule



### \*GUIDE PRICE in excess of £115,000 (plus fees)

### 96 PARKESTON CRESCENT, KINGSTANDING, BIRMINGHAM, B44 OPE

### A VACANT FREEHOLD MID TERRACED **PROPERTY**

### PROPERTY DESCRIPTION:

A mid terraced property standing back from the road behind a foregarden.

### ACCOMMODATION:

Ground Floor: Hall, Reception Room with Understairs Store, First Floor: Landing with Store, Two Bedrooms, Bathroom/WC. Outside: Gardens.

The property benefits from having a gas fired central heating system and the majority of the windows are UPVC double glazed units, however the property is in need of refurbishment works.

### **ENERGY EFFICIENCY RATING:** D

### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

### **VIEWINGS:**

See viewing schedule.



\*GUIDE PRICE £110,000 - £115,000 (plus fees)



### 84 SHAFTESBURY AVENUE, KERESLEY END, COVENTRY, CV7 8ND

### A FREEHOLD SEMI-DETACHED INVESTMENT PROPERTY. CURRENT RENTAL INCOME £6,300 PER ANNUM.

### PROPERTY DESCRIPTION:

A three bedroomed semi-detached house occupying a generous corner plot. The accommodation benefits from gas central heating and UPVC double glazing. The property is currently let on an assured shorthold tenancy producing £6,300 per annum (£525 pcm) making an ideal investment purchase. The property is located close to a wide range of amenities, parks and excellent transport links.

The auctioneers have not inspected the property internally but are led to believe the accommodation comprises:-



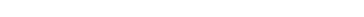
Ground Floor: Lounge, Kitchen, Bathroom.

First Floor: Three Bedrooms, WC. Outside: Front and Rear Gardens.

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack.

TENURE: Freehold. Subject to tenancy. The property is currently let on an assured shorthold tenancy producing £6,300 per annum (£525 pcm).

**VIEWINGS:** External viewing only.



\*GUIDE PRICE in excess of £65,000 (plus fees)



# LOT 13

### 60 ETHEL STREET, SMETHWICK, BIRMINGHAM, WEST MIDLANDS B67 5AJ

### A VACANT THREE BEDROOMED MID TERRACED **PROPERTY**

### PROPERTY DESCRIPTION:

Three bedroomed mid terraced property benefiting from gas central heating and double glazing, however would benefit from upgrading and improvement. Situated within the highly regarded residential location of Bearwood, within easy reach of a variety of amenities. It is within close proximity of the high street shopping area of Bearwood and the enjoyed grounds of Warley Woods.

### **ACCOMMODATION:**

Ground Floor: Lounge, Sitting Room, Kitchen, Bathroom

First Floor: Landing, Three Bedrooms

Second Floor: Attic Room

### **ENERGY EFFICIENCY RATING:** D

### TENURE:

We understand the property is Freehold and vacant possession will be given upon completion.

### **VIEWINGS:**

See viewing schedule.



### \*GUIDE PRICE £100,000 (plus fees)

### 11 WAKELIN ROAD, SHIRLEY, SOLIHULL, B90 2RW

### FOUR BEDROOM END OF TERRACE HOUSE

### ACCOMMODATION:

Ground Floor: Hallway with storage, leading to Three Reception Rooms, Kitchen, w/c and Conservatory

First Floor: Landing with Master bedroom and Ensuite, with a further Three Bedrooms and Family Bathroom/ wc with shower.

Outside: The property sits back from its drive and has a garden to

### ENERGY EFFICIENCY RATING: D.

We understand the property is Freehold and vacant possession will be given upon completion.

### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.



\*GUIDE PRICE in excess of £240,000 (plus fees)

# ADDITIONAL COSTS

Any additional costs, which are payable in addition to the purchase price that have not been mentioned in this catalogue, will be included within the Special Conditions that are attached to the Contract.

Therefore, all prospective purchasers are strongly advised to inspect the legal packs for every lot that they may wish to bid on, in order to be made fully aware of any additional costs, if applicable.





### 1143 STRATFORD ROAD, HALL GREEN, BIRMINGHAM, B28 8AU



### A VACANT FREEHOLD PART REFURBISHED DETACHED PROPERTY SUITABLE FOR A VARIETY OF DIFFERENT USES SUBJECT TO PLANNING

### PROPERTY DESCRIPTION:

A detached property situated on a corner plot with driveway and foregardens.

The property is located approximately 200 metres from Hall Green Train Station providing access to Birmingham city centre.

### **ACCOMMODATION:**

**Ground Floor:** Porch, Hall, Three Rooms, Large Rear Extension.

First Floor: Landing, Four Rooms, One with Ensuite (no fittings), Bathroom (no fittings).

Second Floor: Landing, Two Rooms, Bathroom (no fittings).

Outside: Gardens and Driveway Parking.

The property has been part refurbished and requires finishing, however it does benefit from having partial UPVC double glazing.

### **ENERGY EFFICIENCY RATING: G**

We understand the property is Freehold and vacant possession will be given upon completion.

### **PLANNING:**

The property benefits from having planning permission for change of use from a B1 to C3 with a further extension to the rear under Application No. 2018/02432/PA. The property may be suitable for conversion into either a 9/10 bedroom HMO or other commercial uses subject to obtaining the necessary planning permission or any other necessary consents. Any planning enquiries should be directed to the local planning authority, Birmingham City Council. See Legal Pack for plan and further details.

### **AUCTIONEERS NOTE:**

- 1. We have been informed by the seller that the roof to the extension will be finished by completion.
- 2. Please note the completion period for this property will be 4 weeks.

### **VIEWINGS:**

See viewing schedule.

Due to the recent building and refurbishment work all viewers are required to wear protective clothing, appropriate footwear and sign our Disclaimer (which will be provided at each viewing).

### \*GUIDE PRICE in excess of £375,000 (plus fees)

### 146 BELL GREEN ROAD, COVENTRY, CV6 7GX

### A FREEHOLD RESIDENTIAL INVESTMENT **PROPERTY**

### PROPERTY DESCRIPTION:

A period property converted into four self-contained apartments. The property has a good history of letting with a rent of £85 per week / £4420 per annum. Three flats are currently let at a combined rent of £13,260 per annum. The rental income when fully let is £17,780 which gives an approximate return of 11.7%.

Each flat has modern kitchens and bathrooms, UPVC double glazing and their own electricity supply. There are also fire alarms and emergency lighting throughout. Close to local amenities including shops, schools, park and pubs and easy access to Coventry City Centre.

### ACCOMMODATION:

Flat 1: Open plan Lounge/Kitchen/Bedroom, Shower Room

**Flat 2:** Lounge / bedroom, kitchen, bathroom Flat 3: Lounge / bedroom, kitchen, shower room Flat 4: Lounge, kitchen, bedroom, shower room

Outside: Small fore-garden, rear yard and a useful good sized second

garden to the rear of the property.



We understand the property is Freehold and is being sold subject to existing tenancies.

### \*GUIDE PRICE £150,000 (plus fees)



### VIEWINGS:

By appointment with the Auctioneers

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### 1722 BRISTOL ROAD SOUTH, BIRMINGHAM, B45 9QD



### A FREEHOLD TWO STOREY COMMERCIAL UNIT LOCATED IN A HIGHLY PROMINENT POSITION ALONG BRISTOL ROAD SOUTH, BIRMINGHAM

### PROPERTY DESCRIPTION:

The property comprises a mid terraced two storey building of brick construction surmounted by a pitched roof.

The ground floor accommodation comprises of a retail unit extending to approximately 675 sq ft (63 sq m), previously trading as a car spares business. To the rear of the unit is access to an external courtyard and further partitioned off storage area.

The first floor accommodation is accessed via an internal staircase leading to a landing area, wc facilities and three large rooms, currently utilised for storage. We feel that the first floor could be reconfigured to provide living accommodation with separate rear access, subject to obtaining the appropriate planning permission.

The property also benefits from roller shutters and parking to front and rear.

### ACCOMMODATION:

**ENERGY EFFICIENCY RATING: TBC** 

### **VALUE ADDED TAX:**

We understand that VAT is not applicable

We understand the property is Freehold and vacant possession will be given upon completion.

### **VIEWINGS:**

By appointment with the Auctioneers.

### LOCATION:

The property is located along Bristol Road South close to Northfield and Rubery. The local area is undergoing a considerable amount of regeneration with the unit being situated in a highly visible position and benefiting from good transport links into Birmingham city centre.

### \*GUIDE PRICE £105,000+ (plus fees)

### 20 HIGH STREET, BROMYARD, HEREFORDSHIRE HR7 4AA

### **INVESTMENT PROPERTY IN PROMINENT** LOCATION

### PROPERTY DESCRIPTION:

The ground floor shop is let on a 15 year lease from 1st March 2017 (no breaks) at £7,500 p.a. The sale includes the freehold of the flat above which generates £250 p.a ground rent.

On the main shopping street of Bromyard with access by a shared path from Rowberry Street to a small courtyard, the rear of the shop.

A town centre shop with store rooms and cloakroom.

The shop is approximately 595 sq ft with a frontage of 18ft, two store rooms of approximately 270 sq ft and a Cloakroom.

### ACCOMMODATION:

The Shop: 35 ft deep by 17 ft average having exposed timbers

(approx. 595 sq ft).

Store Room One: 15 ft 3 x 11 ft 6 with window to side.

Store Room Two: 12ft 8 x 7ft 8 Cloakroom: With WC and basin Outside: Door to rear path.

### **ENERGY EFFICIENCY RATING: F**

### **TENURE:**

We understand the property is Freehold and is being sold subject to existing tenancies.

### \*GUIDE PRICE £75,000+ (plus fees)



### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.

# LOT 19

### 12 CENTRAL AVENUE, CANNOCK, WS11 5JW

### A FREEHOLD SEMI DETACHED INVESTMENT PROPERTY. CURRENT RENTAL INCOME £6,760 P.A.

### **PROPERTY DESCRIPTION:**

Benefiting from gas central heating and upvc double glazing. The property is situated on a large corner plot.

### **ACCOMMODATION:**

The auctioneers have not inspected the property but believe it to comprise:

Ground Floor: Entrance Porch, Lounge, Breakfast Kitchen, Wc First Floor: Landing, Three Bedrooms, Bathroom with three piece suite.

Outside: Gardens to front, side and rear.

### **ENERGY EFFICIENCY RATING:** F

### **TENURE:**

We understand the property is Freehold and is being sold subject to existing tenancies.

### **TENANCY DETAILS:**

We believe that the property is currently let on an assured shorthold tenancy agreement from September 2018 at a rent of £130 per week (£6,760 per annum).

### VIEWINGS:

Strictly by arrangement with the Auctioneers.

### \*GUIDE PRICE in excess of £65,000 (plus fees)



### LAND AT 32A MILL BANK, STAFFORD, ST16 2QZ



### A FREEHOLD BUILDING PLOT WITH PLANNING PERMISSION FOR A FOUR BEDROOMED SINGLE DWELLING.

### PROPERTY DESCRIPTION:

A freehold single building plot with planning permission for the erection of a single four bedroomed dwelling.

### TENURE:

We understand the land is Freehold subject to all existing rights of way documented or otherwise across the land. Vacant possession will be given upon completion.

### SERVICES:

Mains services are believed to be available within the vicinity of the property but interested parties should independently satisfy themselves as to the availability and suitability of any mains services for their particular requirements.

### **GROUND CONDITIONS & CONTAMINATION:**

Prospective purchasers must undertake their own investigations with regard to ground conditions and contamination and fully satisfy themselves as to the suitability of the site for any use they may propose.

### PLANNING PERMISSION:

Any plans provided with these particulars are for identification purposes only and their accuracy is not guaranteed.

### PLANS:

Any plans provided with these particulars are for identification purposes only and their accuracy is not guaranteed.

### RIGHTS OF WAY, WAYLEAVES, EASEMENTS, RESTRICTIVE COVENANTS ETC:

The property is sold subject to, or with the benefit of any rights of way, wayleaves, easements, restrictive covenants etc. which may exist whether mentioned in these particulars or not.

### **VIEWINGS:**

The site is open for viewings.

### \*GUIDE PRICE £45,000 - £50,000 (plus fees)

### 3 SPEEDWELL ROAD, BIRMINGHAM, B5 7PR

### A FIVE BEDROOMED GRADE II LISTED DOUBLE FRONTED VICTORIAN SEMI

### PROPERTY DESCRIPTION:

A five bedroomed Grade II listed double fronted Victorian semidetached property with further potential, benefiting from a wealth of original features, set back from the road behind a gated front garden.

### ACCOMMODATION:

Ground Floor: Entrance Lobby, entrance hallway, reception room, sitting room, dining room, internal lobby, kitchen, bathroom, utility, sun room, shower room, office/study

First Floor: Landing, five bedrooms, bathroom Outside: Driveway, garage, good size garden

### **ENERGY EFFICIENCY RATING: F**

### TENURE:

We understand the property is Freehold and vacant possession will be given upon completion.

### **VIEWINGS:**

See viewing schedule.





\*GUIDE PRICE £425,000+ (plus fees)

# LEGAL PACKS

It is the buyers responsibility to read the Legal Pack before bidding.

These are available to download on our website as soon as they arrive from the Solicitor. If they aren't available when you register you will be notified by email as soon as they are updated.

> They are also available to read in the auction room.



### 247 - 249 WORCESTER ROAD, MALVERN, WR14 1SY



### A FREEHOLD INVESTMENT OF SIX RESIDENTIAL UNITS AND ONE COMMERCIAL UNIT. CURRENT GROSS RENTAL INCOME OF £39,000 PER ANNUM. POTENTIAL GROSS RENTAL INCOME OF £43,500 PER ANNUM.

### PROPERTY DESCRIPTION:

The property comprises a two storey mid terraced building of brick construction surmounted by a pitched roof. The building occupies a prominent position along the busy Worcester Road.

The commercial unit occupies the ground floor portion of the building and is access from the Worcester Road side. it is currently operated as a cafe and occupies an area of approximately 828 sq ft (77 sq m). The residential units are accessed from the rear of the property via Merton Road which provides on street parking. The residential aspect comprises six self contained apartments each complete with kitchen and bathroom facilities and are decorated to a high standard.

### LOCATION:

The property occupies a prominent in Malvern and sits 0.4 miles from the Malvern link train station and Worcester is approximately 8 miles away. The area comprises a vibrant mix of local retailers and is popular with both locals and tourists. National retailers such as Dominos Pizza, HSBC Bank and the Post Office are also close by.

ENERGY EFFICIENCY RATINGS: 247 - 249 Worcester Road - D; Flat 1, 247 Worcester Road - E; Flat 2, 247 Worcester Road - E; Flat 3, 247 Worcester Road - F; Flat 1, 249 Worcester Road - C; Flat 2, 249 Worcester Road - D; Flat 3, 249 Worcester Road - E.

**TENURE:** Freehold

PART LET; PART VACANT

### **VALUE ADDED TAX:**

We are advised VAT will not be applicable on this transaction.

### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.



### **TENANCY DETAILS**

Ground Floor - 247-249 Wordsuter Road	Let to London House Cafe on a 5 year lease commencing July 2016 at a rent of £15,000 per annum.
First Floor - Flat 1, 247 Worcester Fload	A two/three bedroomed flat lation a rolling besis for EATS per calendar month.
Ground Floor - Pat 2, 247 Worcester Fload	A one bedroomed flat currently vacant.
Flat 3, 247 Worcester Float	A one bedroomed flat let on a rolling basis for C325 per catendar morth.
Ground Floor - Flat 1, 249 Wordester Fload	A one bedroomed flat let on a 12 month term commencing September 2018 at 6375 per calendar month.
First Floor - Flat 2, 249 Worcester Road	A one bedroomed flat let on a rolling basis at £400 per calendar month.
Second Floor - Flat 3, 249 Worcester Road	A one bedroomed fiel let on a rolling bacis at £425 per calendar morth.

### \*GUIDE PRICE in excess of £390,000 (plus fees)

# 76 ST MARKS ROAD, TIPTON, DY4 0ST

#### A VACANT FREEHOLD THREE BEDROOMED MID TERRACED PROPERTY

#### PROPERTY DESCRIPTION:

A freehold mid terraced property set back from the road behind a foregarden with drive and off road parking. The property has the benefit of gas fired central heating and the majority of windows are upvc double glazed.

#### ACCOMMODATION:

Ground Floor: Entrance Porch, Hall, Through Living Room, Fitted Kitchen including split level cooker, dishwasher and fridge freezer First Floor: Landing, Three Bedrooms, Bathroom and Separate Wc Outside: Front and Rear Gardens with off-road parking

#### **ENERGY EFFICIENCY RATING:** C

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion

#### **VIEWING:**

Please see viewing schedule





## \*GUIDE PRICE £69,000 (plus fees)

# **LOT 24**

# 44 HAWBUSH ROAD, WALSALL, WS3 1AG

# FREEHOLD SEMI DETACHED PROPERTY

#### PROPERTY DESCRIPTION:

A freehold semi detached three bedroomed property set back from the road behind a foregarden with driveway and off-road parking. The property has the benefit of gas fired central heating, and the majority of windows are upvc double glazed.

#### **ACCOMMODATION:**

Ground Floor: Entrance Porch, Hall, Understairs Utility Store, Lounge, Kitchen with fitted units, Dining Area and Open Plan Sitting Room. Rear Lobby with Wc and Utility Room with plumbing

First Floor: Landing, Three Bedrooms, Bathroom Outside: Gardens to front and rear with off-road parking

#### **ENERGY EFFICIENCY RATING: TBC**

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWINGS:**

See viewing schedule.





# \*GUIDE PRICE £69,000 (plus fees)

# WORDSLEY MANOR, MEADOWFIELDS CLOSE, WORDSLEY, DY8 5AD



#### A FREEHOLD DETACHED GRADE II\* LISTED 18TH CENTURY MANOR HOUSE

#### PROPERTY DESCRIPTION:

A unique opportunity to acquire a Grade II\* Listed 18th Century Manor House over four floors, circa 7464 square feet, standing in 1.5 acres or thereabouts of grounds. The residence has a wealth of character and features throughout, including its own 49 seat cinema, complete with box office and waiting area. The property is in need of sympathetic repair and refurbishment throughout.

#### **ACCOMMODATION:**

Ground Floor: Entrance Hall, Lounge, Sitting Room, Music Room, Breakfast Kitchen with black range, Cellar and Wc First Floor: Landing, second staircase, Master Bedroom with Dressing Room/Office, Three Further Bedrooms and Bathroom Second Floor: Landing, Two Bedrooms (one with Dressing Room), 49 seat Cinema with Box Office and Projection Room Outside: Grounds of some 1.5 acres with sweeping driveway access to the front and impressive views to the rear.

The East and West Wings have fallen into disrepair over the years, but would have comprised of Stables and a Coach House with Kitchen, Wash House and Brewery.

Under Planning Application Number P10/1325 and the associated Section 106 Agreement, the developer is required to carry out a programme of restoration works on the property as and when each house is built and sold on a nearby development, up to £400,000. This would go some way to the restoration of the wings and further works to the main house.

A copy of the schedule of works will be available within the legal pack.

#### **ENERGY EFFICIENCY RATING: G**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWINGS:**

See viewing schedule.













\*GUIDE PRICE £230,000+ (plus fees)

# 21 ST. MATTHEWS ROAD, SMETHWICK, WEST MIDLANDS B66 3TP



#### A TRIPLE FRONTED INVESTMENT PROPERTY

#### PROPERTY DESCRIPTION:

Freehold semi detached triple fronted property separated into three separate houses, close to all local amenities, transport and 1 minute walk from the new Midland Metropolitan Hospital. We have been informed by the vendor that the property has been generating between £23k - £33k previously and when fully let.

A triple fronted property comprising 10 rooms, 3 kitchens and 4 shower rooms. Double glazing throughout, off street parking, gas central heating, conservatory & garden.

Fully integrated fire/smoke alarm system with control panel throughout the house with emergency exit lights.

We understand the main house is vacant, the second house is let at £550 pcm and the third studio house is let at £450 pcm.

#### **ACCOMMODATION:**

Main House: Five bedrooms, two reception rooms/bedrooms, kitchen diner, upstairs shower room and ground floor shower room, conservatory, fitted kitchen diner, spacious cellar and drive for off street parking.

Second House: Private entrance from side, one bedroom, reception/bedroom, fitted kitchen diner, upstairs bathroom with integrated shower.

Third House: Fully detached studio flat with own private entrance from side, bedroom, kitchenette and large shower room.

#### **TENURE:**

We understand the property is Freehold and is part let/part vacant.

#### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.

### \*GUIDE PRICE £250,000 (plus fees)

# 25 MARKET PLACE, NUNEATON, CV11 4HS

**VACANT FREEHOLD FORMER BANK PREMISES WITH POTENTIAL** FOR ALTERNATIVE USES, SUBJECT TO OBTAINING PLANNING **PERMISSION** 

#### PROPERTY DESCRIPTION:

A freehold town centre four storey former bank premises, which may be suitable for conversion to mixed use, subject to obtaining appropriate planning permission.

We are advised that the property has A1/A2 consent and comprises a ground floor banking hall totalling approximately 1000 sq ft (92 sq m), along with WCs, cellar access and access to upper floors.

The upper floors can be accessed either from within the banking hall or via a separate entrance to the front of the property. The upper floors are currently configured as office space with partition walls in place, which could be reconfigured for residential purposes, subject to obtaining the appropriate planning permission.

**ENERGY EFFICIENCY RATING:** Please refer to legal pack

#### **LOCATION:**

The property is located in a highly prominent position along Market Street. The local area comprises of a mixture of national and local retailers with names such as H Samuel and Boots in the immediate vicinity. The property also benefits from a number of local car parks and good public transport links, owing to its centrally located position.

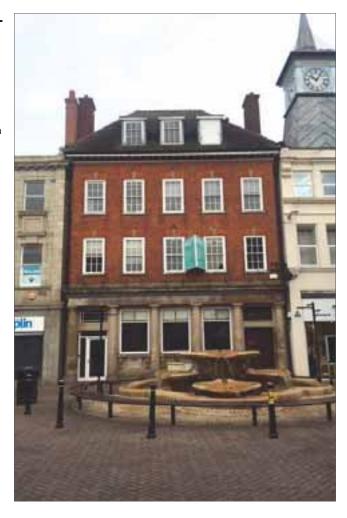
#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWINGS:**

Viewing strictly by appointment with the auctioneer.

\*GUIDE PRICE £295,000+ (plus fees)





# THE ROYAL BRITISH LEGION, 25 STATION ROAD, KINGS HEATH, **BIRMINGHAM, B14 7SS**

#### A VACANT FREEHOLD END OF TERRACE COMMERCIAL **PREMISES**

#### PROPERTY DESCRIPTION:

The property comprises of a Legion club downstairs with accommodation upstairs. The property benefits from some heating and is partially double glazed.

#### ACCOMMODATION:

Ground Floor: Vestibule hall, front room, kitchen, w/c. Reception area, office, function room with small stage bar and divisible section male and female w/c. Admin office, cellar, snooker room and rear

First Floor: Landing, two rooms, kitchen, bathroom and w/c. Second Floor: Landing, two rooms.

**ENERGY EFFICIENCY RATING:** Please see legal pack

**TENURE:** We understand the property is freehold and vacant possession will be given upon completion.

AUCTIONEERS NOTE: No offers will be considered prior to auction.

#### **VIEWINGS:**

Please see viewing schedule



## \*GUIDE PRICE in excess of £200,000 (plus fees)

# **LOT 29**

# 29 DERBY STREET, STOKE-ON-TRENT, STAFFORDSHIRE ST1 3LE

## AN INVESTMENT PROPERTY

#### PROPERTY DESCRIPTION:

The ground floor is let to Lloyds Pharmacy at £12,500 per annum, we are also selling the freehold of the building which includes the ground rent for the two flats above which have been sold off on a long leases. The ground rents generate £250 p.a per flat.

The shop is let to Lloyds Pharmacy on a new 10 year lease from 29th September 2018 which was a renewal of a 30 year lease.

#### TENURE:

We understand the property is Freehold and is being sold subject to existing tenancies.

#### VIEWINGS:

Strictly by arrangement with the Auctioneers.

# \*GUIDE PRICE £125,000+ (plus fees)





# 49 LODGEFIELD ROAD, HALESOWEN, B62 8AT

#### A VACANT FREEHOLD MID TERRACE PROPERTY

#### PROPERTY DESCRIPTION:

A vacant freehold mid terrace property with integral garage set back from the road behind a foregarden with driveway approach for off road parking. The property is in need of refurbishment and modernisation.

#### **ACCOMMODATION:**

Ground Floor: Entrance Porch, Hall, Lounge, Kitchen, First Floor: Landing, Three Bedrooms, Bathroom/WC,

Outside: Front and rear gardens. Off road parking and access to

integral garage.

**TENURE:** We understand the property is Freehold and vacant

possession will be given upon completion

#### **ENERGY EFFICIENCY RATING: F**

#### **VIEWINGS:**

See viewing schedule





\*GUIDE PRICE in excess of £115,000 (plus

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# ACCESS ROAD, OFF WHARFDALE ROAD, TYSELEY, BIRMINGHAM B11 2EG





# AN IRREGULAR SHAPED PARCEL OF LAND HAVING A SITE AREA OF APPROXIMATELY 0.2 ACRES

#### **PROPERTY DESCRIPTION:**

The site comprises an irregular shaped parcel of land having a site area of approximately 0.2 Acres (0.08 Hectatres) of thereabouts. It was previously used for access and may have potential for alternative uses subject to obtaining any necessary planning permission and any other necessary consents.

#### **LOCATION:**

The property is situated off Wharfdale Road, about 4.5 miles to the south east of Birmingham City Centre and about 4 miles north west of Solihull Town Centre with adjoining uses including recently developed commercial buildings and residential uses.

#### **TOWN PLANNING:**

Interested parties must make their own enquiries of the Local Planning Authority, Birmingham City Council, in respect of planning and independently satisfy themselves as to the suitability of the site for any development or use they may propose.

#### RIGHTS OF WAY, WAYLEAVES, EASEMENTS, RESTRICTIVE COVENANTS ETC:

The property is sold subject to or with the benefit of any Rights of Way, Wayleaves, Easements, Restrictive Covenants etc. which may exist whether mentioned in these particulars or not.

#### **SERVICES:**

Mains services are believed to be available within the vicinity of the property but interested parties should independently satisfy themselves as to the availability and suitability of any mains services for their particular requirements.

#### **GROUND CONDITIONS & CONTAMINATION:**

Prospective purchasers must undertake their own investigations relative to ground conditions and contamination and independently satisfy themselves as to suitability of the site for any use or development they may propose.

#### **PLANS & AERIAL PHOTOGRAPHS:**

Any plans or aerial photographs provided with these particulars are for identification purposes only and their accuracy is not guaranteed.

#### **VALUE ADDED TAX:**

We are informed that VAT will be chargeable on the purchase price but for confirmation in this regard please refer to the Legal Pack.

**TENURE:** Freehold

VIEWINGS: Direct on site.



## \*GUIDE PRICE in excess of £5,000 (plus fees)

# **65 GEORGE STREET, WALSALL, WS1 1RS**



#### A FREEHOLD TOWN CENTRE RETAIL INVESTMENT. CURRENT RENT PASSING £6,500 PER ANNUM RISING TO £7,000 PER ANNUM. POTENTIAL GROSS INCOME £12,000 PER ANNUM

#### PROPERTY DESCRIPTION:

The property comprises an attractive end of terrace three storey building of brick and part rendered construction with a slate roof. The ground floor of the property is utilised as a popular clothing store and has a trading area of approximately 250 sq ft (23 sq m). The first floor accommodation is accessed from the retail unit and comprises of a landing, two double rooms and a wc. The second floor is currently not accessible and would require a staircase to be installed. We are advised it comprises a single room which has not been inspected and therefore interested parties are to satisfy themselves as to the layout. We consider the upper accommodation may be suitable to change of use, subject to obtaining the appropriate planning permission into residential accommodation. Separate access could potentially be realised by reconfiguring the layout of the stairs to the side of the property.

#### **ENERGY EFFICIENCY RATING:** C

#### LOCATION:

The property is situated within a parade of similar proprieties lying to the northern side of George Street opposite an ASDA superstore and with an area that is currently undergoing extensive investment and improvement including a new retail and leisure development to the rear. The established shopping areas of the high street, Sadlers centre and Jerome retail park are all within close proximity.

#### **TENURE:**

Freehold. We understand the property is subject to term of 5 years commencing December 2017 at a current rent passing of £6,500 per annum rising to £7,000 per annum from December 2019. We have not had sight of any legal documentation, but a copy will be made available within the legal pack.

## **VALUE ADDED TAX:**

We understand Value Added Tax will be chargeable on this transaction.

#### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.

# \*GUIDE PRICE in excess of £58,000 (plus fees)

# 14 WREKIN VIEW, WATERLOO ROAD, WOLVERHAMPTON, WEST MIDLANDS WV1 4QQ

#### A LEASEHOLD RESIDENTIAL INVESTMENT **APARTMENT**

CURRENT GROSS INCOME: £5,820 PA

#### PROPERTY DESCRIPTION:

A one bedroom first floor apartment situated within walking distance of Wolverhampton city centre. It is considered an ideal buy-to-let property or alternatively offering an ideal base for easy access to Wolverhampton city centre or Wolverhampton University.

#### ACCOMMODATION:

Ground Floor: Communal Entrance with Stairs to First Floor. First Floor: Apartment 14:- Entrance Hall, Lounge/Kitchen, Bedroom, Bathroom and WC.

Outside: Communal Grounds with allocated parking.

The apartment has the benefit of UPVC double glazing and being all

## **ENERGY EFFICIENCY RATING:** D

#### **TENURE:**

We understand the property is Leasehold (see legal pack for Lease details) and is being sold subject to existing tenancy.

#### TENANCY DETAILS:

The apartment is let on an Assured Shorthold Tenancy for 36 months from 20th April 2017 at £435 per calendar month plus rental on the allocated parking space at £50 per calendar month - £5,820 per annum (full Lease details will be available within the Legal Pack.

## \*GUIDE PRICE £44,000 - £48,000 (plus fees)



#### VIEWINGS:

Strictly by arrangement with the Auctioneers.

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# 2 CLIFF ROCK ROAD, BIRMINGHAM, B45 9QE



#### A TWO STOREY FREEHOLD COMMERCIAL UNIT LOCATED IN A HIGHLY PROMINENT POSITION ALONG CLIFF ROCK ROAD AND THE CORNER OF BRISTOL ROAD SOUTH, **BIRMINGHAM**

#### PROPERTY DESCRIPTION:

The property comprises a mid terraced, two storey building of brick construction surmounted by a pitched roof.

The ground floor accommodation comprises of a retail unit extending to approximately 672 sq m (52 sq ft) previously trading as a car spares business. To the rear of the unit is a wc and further storage along with access to a rear yard.

Externally to the rear is a lock-up unit of concrete construction with separate access, having a gross internal area of approximately 350 sq ft (32 sq m).

The first floor accommodation can be accessed both internally and externally and comprises of a landing, wc and three large double rooms, currently configured for storage.

We feel that the first floor could be reconfigured into residential accommodation, subject to obtaining the appropriate planning

The property also benefits from roller shutters and parking to the front and rear.

#### ACCOMMODATION:

#### **ENERGY EFFICIENCY RATING: TBC**

#### LOCATION:

The property is located along Cliff Rock Road, on the corner with Bristol Road South, close to Northfield and Rubery. The local area is currently undergoing a considerable amount of regeneration with the unit being situated in a highly visible position and benefiting from good public transport links to Birmingham city centre.

#### **VALUE ADDED TAX:**

We understand that VAT is not applicable.

We understand the property is Freehold and vacant possession will be given upon completion.

#### VIFWINGS:

Strictly by appointment with the auctioneer.

### \*GUIDE PRICE £105,000+ (plus fees)

# 7 CANALSIDE, STOURPORT-ON-SEVERN, DY13 9BD

#### A FREEHOLD 300 YEAR OLD SEMI DETACHED CANAL SIDE COTTAGE

#### PROPERTY DESCRIPTION:

A unique opportunity to acquire a 300 year old Canal side Cottage set back from the road behind a fore garden with block paved driveway, off road parking and Canal side frontage to the rear. The property has a wealth of features and would benefit from sympathetic refurbishment and repair. The property has the benefit of gas fired central heating and partial double glazing, but is in need of modernisation and refurbishment.

#### ACCOMMODATION:

Ground Floor: Entrance Reception Hall, Lounge with access to the cellar, Dining Room, Sitting Room/Study, Fitted Kitchen, Lobby and Large Utility Room.

First Floor: Landing, Bedroom, Dressing room, Large bathroom with separate shower and WC.

Outside: Gardens to front and rear. Driveway.

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack

**TENURE:** We understand the property is freehold and vacant possession will be given on completion.

#### **VIEWINGS:**

Strictly by appointment with the auctioneer.







# **LOT 36**

# 4 MOORES CROFT, EDINGALE, TAMWORTH, B79 9LJ

#### A VACANT SPACIOUS FIRST FLOOR **MAISONETTE**

### PROPERTY DESCRIPTION:

An excellent opportunity to acquire a spacious first floor maisonette situated in the quiet village of Edingale, conveniently located approximately two miles from the A38 providing excellent commuter links and a wide range of local amenities including well renowned local schools, shops and leisure facilities. An ideal first time buy or investment purchase. The property has upvc double glazing and central heating.

#### **ACCOMMODATION:**

First Floor: Entrance Vestibule, Reception Hall, Two Storage Cupboards, Airing Cupboard, Living Room, Kitchen, Two Bedrooms, Bathroom.

Outside: Shared gardens to front and side. Rear Courtyard, Brick Storage Shed. Two Parking Spaces.

#### **ENERGY EFFICIENCY RATING: C**

**TENURE:** Leasehold - Vacant possession upon completion

VIEWINGS: See viewing schedule.



# \*GUIDE PRICE in excess of £87,000 (plus fees)

# LEASEHOLD GARAGE, 151 LORDSWOOD ROAD, HARBORNE, WEST MIDLANDS B17 9BL

#### A LEASEHOLD VACANT GARAGE IN POPULAR **LOCATION**

#### PROPERTY DESCRIPTION:

A leasehold purpose built single garage offered with vacant possession, situated in the highly regarded location of Harborne.

TENURE: Freehold. Vacant possession on completion. Full lease details will be available in the legal pack.

#### VIEWINGS:

External viewings only.



# \*GUIDE PRICE £1+ (plus fees)

**LOT 38** 

6 EDGBASTON SQUARE, CARAWAY ROAD, EDGBASTON, BIRMINGHAM,

# A THREE BEDROOM, TWO RECEPTION ROOM TOWN HOUSE LOCATED IN EDGBASTON

#### PROPERTY DESCRIPTION:

A three bedroom town house conveniently located approxmately a mile from Birmingham city centre.

We feel the property would be suitable for a house share which could potentially achieve circa £2,000 per calendar month when fully let.

#### ACCOMMODATION:

Ground Floor: Kitchen, Dining Room, Hallway, Wc First Floor: Bedroom, Lounge, Bathroom

Second Floor: Two Bedrooms, (one with en-suite)

### **ENERGY EFFICIENCY RATING: TBC**

We understand the property is Leasehold (see legal pack for Lease details) and vacant possession will be given upon completion.

#### **VIEWINGS:**

See viewing schedule.

#### **JOINT AGENT:**



\*GUIDE PRICE £195,000+ (plus fees)





# 124 CRANBOURNE ROAD, BIRMINGHAM, B44 0DE

#### A VACANT THREE BEDROOMED MID TERRACED **PROPERTY**

#### PROPERTY DESCRIPTION:

Three bedroomed mid terraced property in reasonable order, benefiting from gas central heating and UPVC double glazing. situated in a popular residential location close to local amenities and within easy reach of Birmingham city centre.

#### ACCOMMODATION:

Ground Floor: Entrance Hall, Lounge, Kitchen, Sun Room First Floor: Landing having access to spacious boarded loft, Three

Bedrooms, Bathroom.

Outside: Driveway with ample parking to front. Rear Garden.

#### **ENERGY EFFICIENCY RATING:** D

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWING:**

See viewing schedule.



# \*GUIDE PRICE £100,000 (plus fees)



# 26 WESTMORLAND ROAD, WEST BROMWICH, B71 1HQ



## A THREE BEDROOMED SEMI-DETACHED HOUSE SITUATED WITHIN THIS POPULAR RESIDENTIAL LOCATION WITHIN EASY REACH OF WEST BROMWICH TOWN CENTRE

#### PROPERTY DESCRIPTION:

A three bedroomed semi-detached house with driveway parking situated within this popular residential location within easy reach of West Bromwich town centre including schools, amenities and easy access to the M6 motorway. The property is in need of modernisation and improvement works, in addition the property also benefits from previously been let out at £650 per calendar month. Ideal investment opportunity.

#### **ACCOMMODATION:**

Ground Floor: Entrance Hallway with stairs to first floor, Lounge, Kitchen, Dining Room, Bathroom, WC.

First Floor: Landing, Three Bedrooms.

Outside: Larger than average rear garden. Car standing for one

vehicle in the front garden.

#### **ENERGY EFFICIENCY RATING:** E

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWINGS:**

See viewing schedule.



# \*GUIDE PRICE in excess of £90,000 (plus fees)

# LAND OFF PLYMOUTH ROAD & R/O 2 BERRY DRIVE, BARNT GREEN, **WEST MIDLANDS B45 8XL**

A FREEHOLD RESIDENTIAL DEVELOPMENT OPPORTUNITY HAVING A SITE AREA OF APPROXIMATELY 0.2 ACRES (0.08 HA) FOR WHICH PLANNING PERMISSION HAS BEEN GRANTED FOR A SUBSTANTIAL SIX **BEDROOMED HOUSE** 

#### PROPERTY DESCRIPTION:

The property comprises a broadly rectangular shaped parcel of land extending to approximately 0.2 acres (0.08 hectares) or thereabouts for which planning permission has been granted for the erection of six bedroom detached house.

We understand that the property is Freehold. For further information in respect of tenure and any other legal aspects please refer to the legal pack.

#### **LOCATION:**

The site, which is situated in the highly sought-after residential locality of Barnt Green and close to the Lickey Hills, is located off Plymouth Road and to the rear 2 Berry Drive. Barnt Green village centre is about 1.25 miles from the site and provides a range of shopping, leisure and community facilities whilst rail services are available from Barnt Green Railway Station, which is approximately a mile and the national motorway network can be accessed via Junction 4 of the M5 Motorway which is approximately 2 miles.

#### TOWN PLANNING:

The property is situated in Barnt Green and any planning enquiries should be addressed to the Local Planning Authority, Bromsgrove District Council.

We are informed that planning application Ref. 14/0574 for 'Amendments to new dwelling Approved under Appeal Ref APP/P1805/A/12/2172292' was granted by Bromsgrove District Council on 13th November 2014 subject to conditions. We further understand that subsequent to this an application for discharge of Pre-Start Planning Conditions was made and approved on 3rd November 2017 and that a material start to the development was then made within the prescribed timescale.

Interested parties must make their own enquiries of the Local Planning Authority in respect of planning and independently satisfy themselves both with regard to the satisfactory implementation of Planning Permission Ref. 14/0574 and as to the suitability of the property and site for any use or development they may propose.

#### **SERVICES:**

Certain mains services are believed to be available within the vicinity of the property but interested parties should independently satisfy themselves as to the availability and suitability of any mains services for their particular requirements.

#### **GROUND CONDITIONS & CONTAMINATION:**

Prospective purchasers must undertake their own investigations relative to ground conditions and contamination and independently satisfy themselves as to suitability of the site for any use or development they may propose.

#### **PLANS & AERIAL PHOTOGRAPHS:**

Any plans or aerial photographs provided with these particulars are for identification purposes only and their accuracy is not guaranteed.







#### RIGHTS OF WAY, WAYLEAVES, EASEMENTS, **RESTRICTIVE COVENANTS ETC:**

The property is sold subject to or with the benefit of any Rights of Way, Wayleaves, Easements, Restrictive Covenants etc which may exist whether mentioned in these particulars or not.

#### **VALUE ADDED TAX:**

We are informed that VAT will not be charged on the purchase prices but for clarification please refer to the Legal Pack.

#### **VIEWINGS:**

External viewings only.

#### \*GUIDE PRICE £425,000 (plus fees)



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# **1B RESERVOIR ROAD, SELLY OAK, BIRMINGHAM, B29 6ST**



# A FREEHOLD, FORMER WORKSHOPS ON A SITE OF ABOUT 0.14 ACRES (0.05 **HECTARES**)

#### PROPERTY DESCRIPTION:

Freehold, Derelict, Former Workshops on a site of about 0.14 acres (0.05 hectares) which is considered to have potential for development, subject to obtaining any necessary Planning Permission and any other necessary consents.

We understand that the property is Freehold. For further information in respect of tenure and other legal aspects and requirements please refer to the legal pack.

#### LOCATION:

The property is situated in Reservoir Road, Selly Oak, close to its junction with Harborne Lane, in a predominantly residential locality about 4 miles south west of Birmingham City Centre. The Queen Elizabeth Hospital and The University of Birmingham are about 0.5 and 1 mile respectively, whilst Selly Oak Centre is about 1 mile, Harborne Centre is about 1.25 miles and Bournville Centre about 1.5 miles. To the rear of the property is Selly Oak

#### PROPERTY DESCRIPTION:

The property comprises an irregular shaped site upon which are a series of derelict buildings which we understand were previously used as workshops and associated premises.

#### SITE AREA:

The gross site area is understood to extends to about 0.14 acres (0.05 hectares) or thereabouts.

#### **TOWN & COUNTRY PLANNING:**

The property is situated in Selly Oak, and any planning enquiries should be addressed to the Local Planning Authority, Birmingham City Council.

It is located in a primarily residential locality and may have potential for various uses such as this subject to obtaining any necessary Planning Permission and any other necessary

Interested parties must make their own enquiries of the Local Planning Authority and independently satisfy themselves as to the suitability of the property for any use or development they propose.

#### **SERVICES:**

Mains services are understood to be available within the vicinity of the property, but interested parties should independently satisfy themselves as to the availability and suitability of any mains services for their particular requirements.

#### **GROUND CONDITIONS & CONTAMINATION:**

Prospective purchasers must undertake their own investigations with regard to ground conditions and fully satisfy themselves as to the suitability of the site for any use they may propose.

#### **PLANS & AERIAL PHOTOGRAPHS:**

Any plans or aerial photographs provided with these particulars are for identification purposes only and their accuracy is not guaranteed.

#### RIGHTS OF WAY, WAYLEAVES, EASEMENTS, RESTRICTIVE COVENANTS ETC:

The property is sold subject to, or with the benefit of any rights of wayleaves, easements, restrictive covenants etc. which may exist whether mentioned in these particulars or not.

## **VALUE ADDED TAX:**

We are informed that VAT will not be charged on the purchase prices but for clarification please refer to the Legal Pack.

#### VIEWING:

Strictly by prior appointment with the Auctioneers. The Auctioneers advise that appropriate clothing and footwear should be worn when viewing this property. Viewers must take extreme care and access it at their own risk. The Agents accept no responsibility for any accidents or injuries.

#### \*GUIDE PRICE £75,000 - £85,000 (plus fees)

105-111 & 113-114 THREE SHIRES OAK ROAD, SMETHWICK, **BIRMINGHAM, B67 5BT** 

FREEHOLD MIXED USE INVESTMENT WITH **EXCELLENT ASSET MANAGEMENT POTENTIAL CURRENT GROSS INCOME: £119,040 P.A.X.** POTENTIAL GROSS INCOME: £131,092 P.A.X.

#### PROPERTY DESCRIPTION:

The properties comprise a fully let high street retail parade o. retail units, 2 no. restaurants/bars with 6 no. residential apart one 2 bed and five 1 beds) and communal gardens the rear

**ENERGY EFFICIENCY RATING: 10** k 107 -B, 107a - C, 108 - C, 16 D, 111 - E, 111a -C, 113-114 - C.

The retail units are and configuration, ranging from approx. 467 sq.ft. to 577 sq The restaurants/bars are larger ranging from approx. 1,532 sq 1,914 sq.ft., are double fronted and have specifications more suited to their use.

# \*GUIDE PRICE offers in excess of £1.1m (plus fees)



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# LAND BETWEEN 75 & 85 HIGH STREET, BROWNHILLS, WS8 6HL

#### A FREEHOLD DEVELOPMENT SITE WITH PLANNING PERMISSION FOR THREE RETAIL UNITS AND THREE ONE BEDROOMED **APARTMENTS**

#### PROPERTY DESCRIPTION:

A development site with planning approval for three retail units and three 1 bedroomed apartments situated on the main High Street of Brownhills.

#### TENURE:

We understand the land is Freehold and vacant possession will be given upon completion.

#### **PLANNING:**

Planning Approval for the development of three retail units and three flats was granted under application no. 17/1629 on 3rd August 2018 by Walsall Council Planning Department, subject to conditions. The development will necessitate moving the footpath NDA152 from High Street to Short Street at the rear of the site, for which rights will have to be negotiated with the Highways Authority.

#### SERVICES:

Mains services are understood to be available in the vicinity of the property, but prospective purchasers should make their own independent enquiries as to the suitability of services for their particular requirements.

#### **GROUND CONDITIONS & CONTAMINATION:**

Prospective purchasers must undertake their own investigations with regard to ground conditions and contamination and fully satisfy themselves as to the suitability of the site for any use they may propose.

#### **PLANS:**

Any plans provided with these particulars are for identification purposes only and their accuracy is not guaranteed.

#### RIGHTS OF WAY, WAYLEAVES, EASEMENTS, RESTRICTIVE **COVENANTS ETC:**

The property is sold subject to, or with the benefit of any rights of way, wayleaves, easements, restrictive covenants etc. which may exist whether mentioned in these particulars or not.

#### **VIEWINGS:**

The site is open for viewings.

### \*GUIDE PRICE £123,000+ (plus fees)





# 497 HAGLEY ROAD, SMETHWICK, B66 4AX



#### A FREEHOLD RETAIL PREMISES LOCATED IN A PROMINENT POSITION ON HAGLEY ROAD WITH PLANNING CONSENT FOR AN EIGHT BEDROOMED HMO (SANDWELL COUNCIL REF: DC/18/61618).

#### PROPERTY DESCRIPTION:

The property comprises a three storey building of brick construction surmounted by a pitched roof.

The ground floor accommodation comprises entrance hallway leading to reception room one of approx. 340 sq ft (32 sq m). This leads to reception room two measuring 210 sq ft (20 sq m). To the rear of the property is ancillary storage along with external access to a rear courtyard.

First floor accommodation is split into six rooms currently configured as massage rooms containing wash facilities along with a separate wc.

Second floor accommodation is split into two rooms currently configured as massage rooms.

#### **ENERGY EFFICIENCY RATING: G**

#### LOCATION:

The property is located on the North side of Hagley Road approximately 2 miles from Birmingham city centre, close to its junction with Lordswood Road and opposite the Kings Head Public House. The local area comprises a mix of residential dwellings, hotels and commercial units.

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

Planning consent for conversion into an eight bedroomed HMO has been granted by Sandwell Council dated 13 November 2018 under reference DC/18/61618.

# **VALUE ADDED TAX:**

We understand that VAT will not be applicable on this transaction.

Strictly by arrangement with the Auctioneers.

#### \*GUIDE PRICE £250,000 - £260,000 (plus fees)

# 50-52 HIGH STREET, BILSTON, WV14 0EP



A FREEHOLD TWO STOREY COMMERCIAL UNIT WITHIN BILSTON TOWN CENTRE CONSIDERED SUITABLE FOR A VARIETY OF USES ON THE GROUND FLOOR SUBJECT TO ANY APPROPRIATE PLANNING PERMISSION AND BENEFITTING FROM PLANNING PERMISSION TO CONVERT THE UPPER FLOOR TO TWO 1 BEDROOM FLATS

#### PROPERTY DESCRIPTION:

The property comprises a two storey mid terrace of rendered brick construction with a pitched slate and part flat roof over. The ground floor comprises a spacious open plan area which has been used as a furniture shop room and more recently a childrens play centre and extends to approximately 2,450 sq.ft. (225.30 sq.m.).

On the first floor there is a store and kitchen extending to approximately 500 sq.ft. (46.50 sq.m.).

#### **ACCOMMODATION:**

#### **ENERGY EFFICIENCY RATING: G**

The property occupies a prominent High Street location within Bilston town centre, Lidl, the Sir Henry Newbolt Pub, Job Centre and Market Place are all within close proximity. The area is well served with a public pay and display car park nearby.

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VALUE ADDED TAX:**

We understand that VAT will not be chargeable on this transaction. Further details will be available within the legal pack.

#### **PLANNING:**

The property benefits from planning permission (reference 17/00952/FUL) dated 17th October 2017 for a new shop frontage and internal creation of two flats with 1 bedroom each on the first floor.

A copy of this planning permission will be available for inspection within the legal pack.

#### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.

### \*GUIDE PRICE in excess of £135,000 (plus fees)

# 172 MERRIDALE STREET WEST, WOLVERHAMPTON, WV3 ORP

#### A VACANT FREEHOLD MID TERRACED **PROPERTY**

#### PROPERTY DESCRIPTION:

A mid terraced property set flush to the pavement. The property has the benefit of gas fired central heating and the majority of the windows are UPVC double glazed, however the property is in need of general upgrading.

#### ACCOMMODATION:

Ground Floor: Lounge, Dining Room, Open-plan Kitchen, Lobby,

Bathroom and WC.

First Floor: Small Landing, Two Bedrooms.

Outside: Rear Yard and Garden with rear pedestrian access.

#### **ENERGY EFFICIENCY RATING:** D

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.



# \*GUIDE PRICE £28,000 - £33,000 (plus fees)



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# 95 HORSELEY ROAD, TIPTON, DY4 7NG

#### A LARGE VACANT FREEHOLD DETACHED **PROPERTY**

#### PROPERTY DESCRIPTION:

A large detached property with garage and workshop situated on a larger than average plot set back from the road behind a front garden and driveway approach.

#### ACCOMMODATION:

Ground Floor: Canopy Porch, Hall, Office, Lounge, Dining Room,

Breakfast Room, Kitchen, Rear Lobby and WC.

First Floor: Landing, Three Double Bedrooms, Bathroom and WC. Outside: Front and Rear Gardens with a Driveway approach to Garage and Workshop.

The property has the benefit of gas fired central heating and partial double glazing, however it is in need of refurbishment.

**ENERGY EFFICIENCY RATING:** See Legal Pack

#### TENURE:

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWINGS:**

See viewing schedule.



# \*GUIDE PRICE in excess of £123,000 (plus fees)

# **LOT 49**

# 6 REGAL COURT, PARK AVENUE, WHITCHURCH, SY13 1BW

#### A VACANT LONG LEASEHOLD FIRST FLOOR **APARTMENT**

### PROPERTY DESCRIPTION:

A purpose built first floor apartment with communal grounds and parking.

#### **ACCOMMODATION:**

**Ground Floor:** Communal Entrance with Intercom System and Stairs to First Floor.

First Floor: Landing.

Apartment 6:- Hall, Living Room, Kitchen, Two Bedrooms with Ensuite Shower Room and WC, Family Bathroom and WC.

Outside: Communal Grounds and Parking.

The apartment is all electric and the majority of the windows are UPVC double glazed units.

#### **ENERGY EFFICIENCY RATING: C**

#### TENURE:

We understand the property is Leasehold (see legal pack for Lease details) and vacant possession will be given upon completion.

#### **AUCTIONEERS NOTE:**

The Auctioneers have not had the opportunity to inspect the property prior to going to sale and therefore the accommodation details should not be relied upon

# \*GUIDE PRICE in excess of £64,000 (plus fees)



### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.

# 132 HENWOOD ROAD, WOLVERHAMPTON, WV6 8PA



### A VACANT FREEHOLD EXTENDED AND IMPROVED FIVE/SIX BEDROOMED PROPERTY

#### PROPERTY DESCRIPTION:

A freehold semi detached property which has recently undergone a complete modernisation programme and extension. Set back from the road behind a foregarden with off road parking and a large rear garden. The property has the benefit of UPVC double glazed windows and gas fired central heating.

#### **ACCOMMODATION:**

Ground Floor: Entrance Porch, Open-plan Hall and Kitchen Diner with newly fitted units including washer, dryer, split level cooker and extractor hood, fitted units with mood lighting, Lounge, Study/Bedroom Six, Shower Room and WC.

First Floor: Landing, Five Bedrooms, Bathroom with over-bath shower and wc.

Outside: Front Garden with off road parking and long rear garden.

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack

## **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **AUCTIONEERS NOTE:**

The property has recently undergone major improvement and extension and viewing is essential to appreciate.



**VIEWING:** See Viewing Schedule

# \*GUIDE PRICE in excess of £210,000 (plus fees)

# 18 PORTLAND TERRACE, GAINSBOROUGH, LINCOLNSHIRE DN21 1JR

#### A VACANT FREEHOLD MID TERRACED **PROPERTY**

#### PROPERTY DESCRIPTION:

A mid terraced property, standing flush to the pavement. The majority of the windows are UPVC double glazed units, however it is in need of further modernisation works.

#### **ACCOMMODATION:**

Ground Floor: Lounge, Kitchen.

First Floor: Landing, Bedroom, Bathroom, WC.

Second Floor: Bedroom. Outside: Rear Yard.

#### **ENERGY EFFICIENCY RATING: E**

**TENURE:** Freehold

#### **VACANT POSSESSION UPON COMPLETION**

#### **AUCTIONFERS NOTE:**

At the time of going to print, the Auctioneers have not had the opportunity to inspect the property, therefore the accommodation details should not be relied upon.

#### **VIEWINGS:**

External viewings only.





# **ADDITIONAL COSTS**

Any additional costs, which are payable in addition to the purchase price that have not been mentioned in this catalogue, will be included within the Special Conditions that are attached to the Contract.

Therefore, all prospective purchasers are strongly advised to inspect the legal packs for every lot that they may wish to bid on, in order to be made fully aware of any additional costs, if applicable.



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# 37A, 37B, 37C FRONT STREET WEST, WINGATE, CO DURHAM, TS28 5AA

# A FREEHOLD DETACHED INVESTMENT PROPERTY PART LET/PART VACANT WITH A RENTAL INCOME OF £6240 PER ANNUM WITH SCOPE TO INCREASE

#### PROPERTY DESCRIPTION:

A detached freehold property which has been converted into three separate flats.

#### ACCOMMODATION:

**ENERGY EFFICIENCY RATING: G.F.G** 

#### TENURE:

We understand the property is Freehold and is being sold subject to existing tenancies.

#### **TENANCY DETAILS:**

Two of the three flats are let on assured shorthold tenancies at £260 pcm each, the third being currently vacant. Full lease details will be available within the legal pack.

#### **AUCTIONEERS NOTES:**

At the time of going to print the auctioneers had not had an opportunity to inspect the property and therefore the accommodation details should not be relied upon.

#### VIFWING:

Strictly by appointment with the auctioneers.





## \*GUIDE PRICE £44,000 - £48,000 (plus fees)

# **LOT 53**

# 9 YORK AVENUE, WILLENHALL, WV13 1JJ

#### A FREEHOLD SEMI DETACHED RESIDENTIAL INVESTMENT **CURRENT GROSS INCOME OF £8,400 PER ANNUM**

#### PROPERTY DESCRIPTION:

A semi detached investment property, standing back from the road behind a driveway and fore garden.

#### **ACCOMMODATION:**

Ground Floor: Porch, Hall, Two Reception Rooms, Kitchen.

First Floor: Landing, Three Bedrooms, Bathroom.

Outside: Driveway and Gardens.

### **ENERGY EFFICIENCY RATING:** F

**TENURE:** Freehold

SUBJECT TO TENANCY

**VIEWINGS:** 

External viewings only





\*GUIDE PRICE £110,000 - £120,000 (plus fees)

# LAND AT BROMFORD WALK, GREAT BARR, BIRMINGHAM, B43 6BJ

#### A SMALL PARCEL OF FREEHOLD LAND **PROVIDING 9 PARKING SPACES**

#### PROPERTY DESCRIPTION:

A linear parcel of land off Newton Road, close to the Scott Arms Shopping Centre in Great Barr. The land has been divided to provide 9 parking spaces. The parking is by permit only and managed by a Private Parking Company, who also police the site and issue parking fines for any illegal parking.

#### TENURE:

We understand that the land is Freehold and is being sold subject to an agreement with the Parking Provider.

#### **TENANCY DETAILS:**

The parking provider will pay to the owner £10 for every fine issued and paid on the site parking. Full details will be available within the legal pack.

#### **VIEWINGS:**

The site is open for viewings.



\*GUIDE PRICE in excess of £6,000 (plus fees)

# LEGAL PACKS

It is the buyers responsibility to read the Legal Pack before bidding.

These are available to download on our website as soon as they arrive from the Solicitor. If they aren't available when you register you will be notified by email as soon as they are updated.

> They are also available to read in the auction room.



www.sdlauctions.co.uk

# 40 TRYSULL ROAD, WOLVERHAMPTON, WV3 7HU

#### A FREEHOLD SEMI DETACHED PROPERTY

#### PROPERTY DESCRIPTION:

A three bedroomed semi detached property set back from the road behind a foregarden with off road parking. The property benefits from gas fired central heating and the majority of windows are upvc double glazing.

#### **ACCOMMODATION:**

Ground Floor: Entrance Porch, Hall, Two Reception Rooms, Fitted Kitchen.

First Floor: Landing, Three Bedrooms, Shower Room, WC. Outside: Front Garden with ample off road parking, Large Rear Garden.

**ENERGY EFFICIENCY RATING:** D

**TENURE:** Freehold

**VACANT POSSESSION UPON COMPLETION** 

**VIEWINGS:** 

See viewing schedule.



# \*GUIDE PRICE in excess of £88,000 (plus fees)

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# 12 OLDBURY ROAD, ROWLEY REGIS, B65 0JN

#### A FREEHOLD DECEPTIVELY LARGE MID TERRACED RETAIL UNIT

#### PROPERTY DESCRIPTION:

A deceptively large mid terraced retail unit benefiting from a separate two bedroomed apartment with a gross internal area of approximately 950 sq ft (88 sq m). The property is currently trading as a takeaway.

The property comprises a mid terraced two storey building of brick construction and a pitch roof.

The ground floor accommodation consists of eating area, food preparation area with extraction units (combined area approximately 430 sq ft (40 sq m)). Two further food preparation areas with extraction units, walk in cold store.

Courtyard with storage.

The first floor accommodation is accessed via a separate gated entrance to the front of the building which gives access to a staircase leading to a kitchen/dining area, two bedrooms and bathroom.

#### **ENERGY EFFICIENCY RATING: C**

#### **LOCATION:**

The property is located in Rowley Regis, a busy town in the Black Country, situated with in a prominent position on the busy Oldbury Road with a mixture of local and national retailers . The area is well served by public transport links.

#### TENURE:

Freehold. The ground floor accommodation will be offered with vacant possession and at the time of going to print the unit was trading as a takeaway. The vendor has advised that the equipment will remain but prospective purchasers must satisfy themselves in this regard by reference to the legal pack. The first floor accommodation is currently let on an Assured Shorthold Tenancy agreement at £110 per week.

#### **VALUE ADDED TAX:**

We are advised that VAT is not applicable on this transaction.

Strictly by arrangement with the auctioneers.

# \*GUIDE PRICE £170,000+ (plus fees)





# 18 MANOR ROAD, ASTON, BIRMINGHAM, B6 6QT



# A DECEPTIVELY LARGE END TERRACED FREEHOLD RETAIL UNIT BENEFITING FROM A REAR WAREHOUSE EXTENDING APPROX. 1,024 SQ.FT. (95 SQ.M.)

#### PROPERTY DESCRIPTION:

The property comprises a three storey brick built unit surmounted by a part pitched and part flat roof and is currently configured to provide retail space to the front along with a warehouse to the rear.

#### Gross Internal Area: approx. 1,204 sq.ft. (95 sq.m.)

The property benefits from separate access off Manor Road via a gated entrance. The first floor accommodation is accessed via an internal staircase leading to office space, WC and bathroom. The second floor accommodation is currently configured to provide further storage.

We consider the first and second floor accommodation suitable for conversion into a residential dwelling subject to obtaining appropriate planning permission.

#### **ENERGY EFFICIENCY RATING:** F

#### LOCATION:

The property is located on Manor Road near to its junction with Witton Road, Witton Train Station is nearby.

Aston lies approximately 3 miles from Birmingham city centre and benefits from good access to the M6 motorway.

The locality comprises a mix of light industrial and residential properties with a car repair business and fish and chip shop within the immediate vicinity. The Aston Villa football ground is within a quarter of a mile of the property.

#### TENURE:

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VALUE ADDED TAX:**

We understand that VAT will not be chargeable on this transaction.





#### VIFWINGS:

Strictly by arrangement with the Auctioneers.

# \*GUIDE PRICE in excess of £165,000 (plus fees)

# 56 BROOK STREET, STOURBRIDGE, DY9 9BE

#### A VACANT FREEHOLD MID TERRACED **PROPERTY**

#### PROPERTY DESCRIPTION:

A vacant mid terraced property standing behind a foregarden. The property is in need of refurbishment works throughout.

#### ACCOMMODATION:

Ground Floor: Hall, Three Reception Rooms, Kitchen, Access to Cellar First Floor: Landing, Two Bedrooms, Bathroom

Outside: Gardens

#### **ENERGY EFFICIENCY RATING: E**

## VIEWINGS:

See viewing schedule

#### **VIEWINGS:**

See viewing schedule.



\*GUIDE PRICE in excess £135,000 (plus fees)

Entries are now invited for our next Birmingham auction

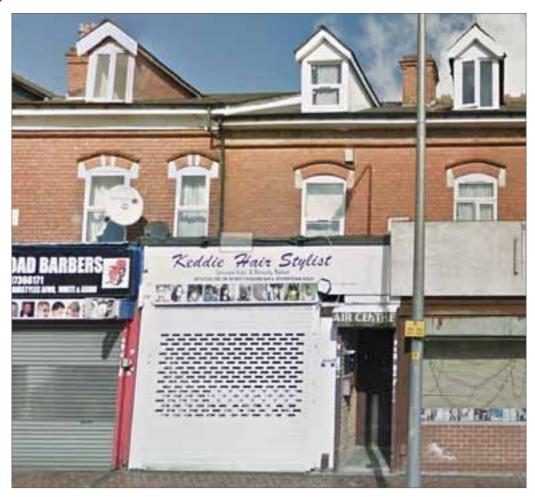
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# 50 WATERLOO ROAD, SMETHWICK, WEST MIDLANDS B66 4JU



# A FREEHOLD THREE STOREY INVESTMENT LOCATED IN A PROMINENT POSITION ON WATERLOO ROAD. GROSS INCOME £19,800 PA.

#### PROPERTY DESCRIPTION:

The property comprises a three storey brick built mid terrace building surmounted by a pitched roof located on Waterloo Road.

The ground floor comprises of a retail unit fronting Waterloo Road benefiting from roller shutter with a gross internal area of approx. 365 sq foot (34 sq m). To the rear of the unit are separate wc and hand wash facilities.

To the rear of the ground floor is a storage area that is currently configures to provide living accommodation with two bedrooms, kitchen, bathroom and lounge along with separate access via the front and rear of the building. Gross internal area 675 sq ft (63 sq m).

First and second floor accommodation is accessed via a staircase to the front of the building and contains a one bedroomed apartment with kitchen and bathroom and is decorated to a high standard.

#### **ENERGY EFFICIENCY RATING:** Awaited

The property is located in a prominent position fronting Waterloo Road Cape Hill, Smethwick, The area comprises a vibrant mix of local and national retailers alike and is located a few miles from Birmingham city centre.

### \*GUIDE PRICE £185,000+ (plus fees)

We understand the property is Freehold and is being sold subject to existing tenancies.

#### **TENANCY DETAILS:**

Ground Floor Retail Unit: Secured on a three year lease with approximately 2 years unexpired term at a current rent passing of £8.100 per annum.

Ground Floor Unit: At a current rent passing of £495 pcm. First and Second Floor Residential Accommodation: At a current rent pasing of £480 pcm secured on a rolling basis. Further details and copies of agreements will be available for inspection within the legal pack.

#### **VALUE ADDED TAX:**

We understand that VAT will not be applicable.

#### **VIEWINGS:**

Strictly by arrangement with the Auctioneers.

# 53 LODGE ROAD, WEDNESBURY, WS10 7RZ

#### A FREEHOLD VACANT SEMI DETACHED **PROPERTY**

#### PROPERTY DESCRIPTION:

A three bedroomed semi detached property set back from the road behind a driveway and foregarden. The property has the benefit of gas fired central heating and the majority of windows are upvc double glazed.

#### ACCOMMODATION:

Ground Floor: Entrance Porch, Hallway, Through Lounge, Kitchen. First Floor: Landing, Three Bedrooms, Bathroom and WC.

Outside: Front garden with driveway for off road parking. Large rear

garden, WC and two stores.

**ENERGY EFFICIENCY RATING:** C

**TENURE:** Freehold

VACANT POSSESSION UPON COMPLETION

**VIEWINGS:** 

See viewing schedule





\*GUIDE PRICE in excess of £119,000 (plus fees)

# **LOT 61**

# 184 SHORT HEATH ROAD, ERDINGTON, BIRMINGHAM, B23 6JX

#### A FREEHOLD MID TERRACED PROPERTY

#### PROPERTY DESCRIPTION:

A mid terraced property set back from the road behind a foregarden with footpath approach. The property is in need of some modernisation and would make a good family home. However, subject to obtaining the necessary planning consents and licences, would be ideal for conversion to a five bedroomed HMO. The property has the benefit of gas fired central heating and partial upvc double glazing.

#### **ACCOMMODATION:**

Ground Floor: Vestibule, Hall, Two Reception Rooms and Kitchen

First Floor: Landing, Three Bedrooms, Shower Room and Wc

Outside: Front and rear Gardens.

Tenure: We understand the property is freehold and vacant

possession will be given on completion.

**ENERGY EFFICIENCY RATING:** D

**VIEWINGS:** 

By appointment with the auctioneers

**JOINT AGENT:** 



\*GUIDE PRICE £100,000+ (plus fees)



# **APARTMENT 3, 73 LICHFIELD ROAD, SUTTON COLDFIELD B74 2NU**



# IMPRESSIVE TWO BEDROOMED APARTMENT BENEFITING FROM OPEN VIEWS AND AN ENSUITE TO MASTER BEDROOM

#### PROPERTY DESCRIPTION:

Impressive two bedroomed apartment having open plan living accommodation, with excellent views of Sutton Coldfield and offering easy access to the town centre. The apartment also benefits from an en-suite to the master bedroom.

The auctioneers have not inspected the property but believe it to comprise:

#### ACCOMMODATION:

**First Floor:** Hall, Kitchen Diner, Lounge, Two Bedrooms (master with En-Suite, Family Bathroom.

## **ENERGY EFFICIENCY RATING: B**

#### **TENURE:**

Leasehold

#### **VIEWING:**

Strictly by appointment with the auctioneers





# \*GUIDE PRICE £260,000+ (plus fees)

# TWO FREEHOLD CAR PARKS AND EIGHT GROUND RENTS, ALBION PARADE, WALL HEATH, WEST MIDLANDS DY6 ONP



## TWO FREEHOLD CAR PARKS AND EIGHT GROUND RENTS SECURED ON COMMERCIAL PROPERTY. CURRENT GROSS INCOME £22,298 RISING TO £25,480 IN JUNE 2019.

#### PROPERTY DESCRIPTION:

Two car parks with space for approx. 60 vehicles leased to Co-op for 10 years commencing 1st June 2015 at current rent passing of £22,500 rising to £25,000 from June 2019, along with eight ground rents secured on commercial properties with gross income of £450.50p.a. Interested parties are advised to refer to the legal pack for further lease details.

#### **LEASE DETAILS:**

Unit 10 Albion Parade and No.27 above - Leasehold (999 years): Retail Unit and Maisonnette. Lease dated 24.7.1985. Current rent £25 (1985-2018) rising to £50 (2018-2051).

Unit 12 Albion Parade and No.25 above - Leasehold (999 years): Retail Unit and Maisonette. Lease dated 20.3.1984, Current rent £50 (2009-2034) rising to £75 (2034-2059).

Unit 14 Albion Parade and No. 23 above - Leasehold: Retail Unit and Maisonnette. Lease dated 20.3.1984. Current rent £50 (2009-2014) rising to £75 (2034-2059).

Unit 16 Albion Parade and No. 21 above - Leasehold (999 years): Retail Unit and Maisonnette. Lease dated 31.5.1985. Current rent £25 (1985-2018) rising to £50 (2018-2051).

Unit 18 Albion Parade - Leasehold (999 years): Retail Unit. Lease dated 10.7.1992. Current rent £100 (1992-2025) rising to Flat 28 Albion Parade - Leasehold (999 years): 1st & 2nd Floor Maisonnette. Lease dated 24.6.1988. Current rent £100. Electricity Sub station - Leasehold (60 years): Lease dated

24.06.1965. Current rent £5.



The site is open for viewings.





#### \*GUIDE PRICE £180,000 (plus fees)

#### 38 WORCESTER ROAD, BROMSGROVE, B61 7AE



#### A PROMINENT FREEHOLD TOWN CENTRE MIXED USE INVESTMENT. CURRENT RENTAL INCOME £10,500 PER ANNUM. ESTIMATED GROSS RENTAL INCOME WHEN FULLY LET £18,000 PER ANNUM.

#### PROPERTY DESCRIPTION:

The premises occupies a prominent position on Worcester Road in Bromsgrove and comprises a three storey mid terraced property of brick construction surmounted by a pitched roof.

The retail premises is occupied by a popular Caribbean cuisine take away with a trading area of approximately 300 sq ft (28 sq m) configured to provide a waiting area and separate food preparation area with an extraction unit leading to a rear courtyard. The retail unit also benefits from a substantial rear storage facility of approximately 200 sq ft (19 sq m) with power supply and wc along with a decommissioned walk in refrigeration unit. We consider that this unit may have potential to be let seperately but is currently let as part of the retail unit.

The first and second floor accommodation is accessed to the rear of the property via an external staircase leading to a first floor kitchen, a large lounge area leading to a spacious landing with stairs to the second floor accommodation with comprises of a double and a single bedroom and bathroom. The accommodation benefits from gas central heating (not tested) and is renovated to a high standard. Externally there is a driveway to the rear and garage. Space for approximately four vehicles.

#### **ENERGY EFFICIENCY RATING:** F

#### **LOCATION:**

The property occupies a highly prominent position on Worcester Road, a short walk from Bromsgrove town centre. The local area comprises a number of local and national retailers. Bromsgrove has seen significant development in recent times with many new house estates being built and excellent transport links.

#### **TENURE:**

Freehold. We are advised that the retail unit is subject to a 5 year lease from February 2018 at a current rent passing of £10,500 per annum. Please refer to the legal pack for lease details. The first and second floor accommodation are to be sold with vacant possession.

#### **VALUE ADDED TAX:**

We understand that Value Added Tax will not be applicable.

**VIEWINGS:** Viewings strictly by arrangement with the auctioneer.

#### \*GUIDE PRICE £140,000 - £150,000 (plus fees)

#### 20 BRIGFIELD CRESCENT, BILLESLEY, BIRMINGHAM, B13 0JP

#### A VACANT FREEHOLD END TERRACED THREE **BEDROOMED PROPERTY**

#### PROPERTY DESCRIPTION:

A freehold three bedroomed end terraced property set back from the road in a quiet cul de sac behind a foregarden, with driveway approach for off-road parking. The property has the benefit of partial upvc double glazing and gas fired central heating. The property would however benefit from some modernisation.

#### ACCOMMODATION:

Ground Floor: Entrance Hall, Lounge, Dining Kitchen First Floor: Landing, Three Bedrooms, Bathroom

Outside: The property has front and rear gardens. Driveway

approach to rear garage

#### **ENERGY EFFICIENCY RATING: E**

#### TENURE:

We understand the property is Freehold and vacant possession will be given upon completion.

#### VIFWINGS:

See viewing schedule.



### \*GUIDE PRICE £110,000 - £115,000 (plus fees)

# **LOT 65**

### **67 FORRESTER STREET, WALSALL, WS2 9PL**

#### A FREEHOLD MID TERRACED INVESTMENT PROPERTY **CURRENT GROSS INCOME £5,940 PER ANNUM**

#### PROPERTY DESCRIPTION:

A freehold, mid terraced investment property sitting flush with the pavement. The property has the benefit of gas fired central heating and the majority of windows are upvc double glazed. However, the property would benefit from some further improvement.

#### **ACCOMMODATION:**

Ground Floor: Two Reception Rooms, Kitchen, Lobby and Bathroom.

First Floor: Landing, Three Bedrooms.

Outside: Rear Yard and Garden.

Tenure: We understand that the property is freehold and is being

sold subject to the existing tenancy.

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack

**TENURE:** We understand the property is Freehold and is being sold subject to the existing tenancy.

#### **TENANCY DETAILS:**

The property is let on an assured shorthold tenancy which is currently holding over at a rental income of £495 pcm - £5940 per annum (full lease details will be available within the legal pack).

#### **VIEWINGS:**

Strictly by appointment with the Auctioneers.

\*GUIDE PRICE £54,000 - £58,000 (plus fees)



#### 54 PROSSER STREET, WOLVERHAMPTON, WV10 9AR

#### A FREEHOLD VACANT MID TERRACED PROPERTY

#### PROPERTY DESCRIPTION:

The property has been fire damaged, but does benefit from being mostly double glazed throughout.

#### ACCOMMODATION:

Ground Floor: Two Reception Rooms, Kitchen and Under Stairs

Cupboard.

First Floor: Landing, Three Bedrooms.

**TENURE:** Freehold

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack

VIEWINGS: See viewing schedule.



#### \*GUIDE PRICE in excess of £30,000 (plus fees)

# **LOT 67**

#### 38 REDBORNE ROAD, GRIMSBY, SOUTH HUMBERSIDE, DN33 1PB

#### A VACANT FREEHOLD SEMI DETACHED **PROPERTY**

#### PROPERTY DESCRIPTION:

A freehold semi detached property set back from the road behind a foregarden with driveway approach. The property has the benefit of gas fired central heating and the majority of windows are upvc double glazed.

#### **ACCOMMODATION:**

Ground Floor: Hall, Cloakroom with Wc, Lounge and Dining Kitchen. First FLoor: Landing, Three Bedrooms, Bathroom

Outside: Front and rear gardens with driveway parking.

**ENERGY EFFICIENCY RATING:** Please refer to the legal pack

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **AUCTIONEERS NOTES:**

Prospective purchasers should note that the Auctioneers have not had the opportunity to inspect the property prior to going to print and therefore the accommodation details should not be relied upon.

#### **VIEWINGS:**

External viewings only

## \*GUIDE PRICE £70,000+ (plus fees)



If you can't make the auction room, you can bid on the telephone, by proxy or online.

See the form at the back of this catalogue.

#### **4 PETCH STREET, STOCKTON ON TEES, TS18 1PD**

#### A MID TERRACED FREEHOLD PROPERTY PART LET/PART **VACANT**

#### PROPERTY DESCRIPTION:

Traditional mid terraced residence split into two apartments, one believed to be let at £395 pcm and one vacant. Potential income circa a £8,040 per annum. The auctioneers have not inspected the property but believe it to comprise a traditional terraced residence split into two self contained one bedroomed apartments. Each apartment has electric heating. Superb investment opportunity.

**ENERGY EFFICIENCY RATING:** See legal pack

TENURE: Freehold. Part let/Part Vacant - Subject to tenancy **ENERGY EFFICIENCY RATING:** Please refer to the legal pack

**VIEWINGS:** External viewings only



\*GUIDE PRICE in excess of £50,000 (plus fees)

# **LOT 69**

#### THE OLD STABLES, HIGH STREET, IRONBRIDGE, TELFORD, TF8 7AD

# AN EXCELLENT OPPORTUNITY TO PURCHASE A COMMERCIAL PROPERTY IN A SUPERB LOCATION CLOSE TO THE IRONBRIDGE

#### PROPERTY DESCRIPTION:

Occupying a central, slightly elevated position, back from the road just off the high street close to the world famous Iron Bridge itself; detached freehold commercial premises having a large ground floor showroom with twin level 1st floor storeroom and cloakroom above.

We believe the property is currently let, trading as a Dog Groomers however the auctioneers have not inspected the tenancy agreement prior to going to print with the catalogue.

The auctioneers have not inspected the property but believe it to comprise:

#### ACCOMMODATION:

**Ground Floor: Showroom** First Floor: Storeroom, cloakroom

**ENERGY EFFICIENCY RATING: G** 

#### TENURE:

We understand the property is Freehold and is being sold subject to existing tenancies.

#### **VIEWINGS:**

Strictly by appointment with the Auctioneers.

\*GUIDE PRICE in excess of £60,000 (plus fees)





#### 26 BOWES DRIVE, CANNOCK, WS11 5JH

#### A VACANT FREEHOLD SEMI DETACHED **PROPERTY**

#### PROPERTY DESCRIPTION:

A two bedroomed semi-detached house situated within this popular residential location close to local amenities. The property requires minor upgrading and improvement, however benefits from gas central heating and upvc double glazing. Excellent investment opportunity.

#### **ACCOMMODATION:**

Ground Floor: Entrance Porch, Lounge, Kitchen, Rear Utility Room.

First Floor: Landing, Two Bedrooms, Bathroom

Outside: Good sized garden to rear

Freehold

#### **ENERGY EFFICIENCY RATING:** C

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion.

#### **VIEWINGS:**

See viewing schedule.



#### \*GUIDE PRICE In excess of £55,000 (plus fees)

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Upon the fall of the hammer the buyer shall...

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- Pay a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 28 days (unless an alternative date has been specified in the special conditions of sale)



# **Conditional Reservation Fee**

Upon the fall of the hammer the buyer shall...

- Pav a reservation fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The reservation fee does not contribute towards the purchase price.
- Sign the reservation contract with the auctioneer
- Exchange contracts within 28 days
- Complete the purchase within an additional 28 days of the exchange (unless an alternative date has been specified in the reservation contract)

\*The reservation fee represents a different set of charges to the regular auction lots. A reservation fee is payable by the buyer where a seller has opted to sell with no fees. However, as a result, a lower reserve price is usually agreed. The reservation fee does not contribute toward the purchase price.

Please ensure you understand the difference between conditional and unconditional auctions (and which type of auction you are bidding on), the associated costs and your legal obligation. If you are unsure or have any questions please contact one of our auction specialists or speak to a member of staff on the day before bidding.



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# 280 WERRINGTON ROAD, BUCKNALL, STOKE-ON-TRENT, STAFFORDSHIRE ST2 9AU



#### TWO BEDROOM END TERRACE

#### PROPERTY DESCRIPTION:

Nicholas Humphreys are delighted to offer this lovely 2 bedroom end terraced property in Bucknall. The property has recently undergone a refurbishment and would be an ideal investment opportunity.

#### ACCOMMODATION:

Ground Floor: Two reception rooms, Kitchen, Rear Storage Area,

First Floor: Landing, Two Bedrooms, Bathroom

Outside: Good size yard, garage

#### **ENERGY EFFICIENCY RATING: E**

#### **TENURE:**

We understand the property is Freehold and vacant possession will be given upon completion

#### **VIEWINGS:**

Via Nicholas Humphreys, Stoke

#### JOINT AGENT:







#### \*GUIDE PRICE £50,000 (plus fees)

# **LOT 72**

#### 35 PHAROS STREET, FLEETWOOD, LANCASHIRE FY7 6AY



#### A VACANT THREE BEDROOM TERRACE

#### PROPERTY DESCRIPTION:

A delightful vacant mid terraced property comprising two receptions, kitchen, two bathrooms and three bedrooms. Externally the property has a rear garden and on street parking. Accommodation located close to Fleetwood Hospital, Library and Police Station. Early inspection highly recommended

#### ENERGY EFFICIENCY RATING: E

#### TENURE:

Please see Legal Pack for details

#### **VIEWINGS:**

Strictly by arrangement with the Auctioneers

#### **JOINT AGENT:**



#### \*GUIDE PRICE £55,000 (plus fees)





# FLAT 7 ELIZABETH COURT, MARSHALLS ROAD, RAUNDS, NORTHAMPTONSHIRE NN9 6ET





#### FIRST FLOOR TWO BEDROOMED FLAT

#### PROPERTY DESCRIPTION:

A lovely two-bedroom, first-floor apartment situated in the 'Elizabeth Court' development within the popular town of Raunds. This property also boasts a part boarded attic space to provide additional storage. A development with electric gates and allocated parking space which would make a fantastic first time buy or investment property. Being only a stone's throw away from the town centre, shops and schools this home is ideally located with access to all local amenities.

The Auctioneers have not inspected the property but believe it to comprise:

#### **ACCOMMODATION:**

First Floor Lounge Diner, Kitchen, Two Bedrooms, Bathroom

#### **ENERGY EFFICIENCY RATING:** F

#### **TENURE:**

Please see Legal Pack for details

#### **VIEWINGS:**

By arrangement with the Joint Agent: Charles Orlebar, Tel. 01933 313600.







### \*GUIDE PRICE £80,000 (plus fees)



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Please see overleaf for Payment Details

CR Conditional reservation fee lots: reservation fee.

It will state in the auction catalogue/on the website which method of sale is applicable to the lot.

#### **PAYMENT DETAILS** I attach Bank Draft/Building Society Draft for: £ In words: **Card Number:** Valid from: **Expires End:** CSC: Name (as it appears on card): NOTE: Any drafts supplied will be shredded unless otherwise requested in the event of an unsuccessful proxy, telephone or internet bid. TERMS & CONDITIONS FOR PROXY, TELEPHONE & INTERNET BIDDING Anyone not able to attend the Auction to make their own bids may utilise In the case of internet bidding, all bidders who have registered can commence bidding when the intended Lot is being offered, however SDL the facilities available for telephone, internet or written (proxy) bids on the following Terms and Conditions. Auctions do not take any liability or responsibility should there be any The Bidder must complete a separate authority form for each Lot involved. interruption or suspension of internet services and provide a separate Banker's Draft or Building Society Draft or Debit In the case of written bids, SDL Auctions staff will compete in the bidding Card details (cleared funds) relevant to the method of sale (unconditional, up to the maximum of the authorisation. If no maximum is inserted, SDL unconditional with reservation fee or conditional with reservation fee) as Auctions will not bid. SDL Auctions do not guarantee to regulate the outlined in the Payment Requirements Section of this form. bidding so that the maximum authorised bid actually falls to the written The form must be hand delivered, posted or emailed to the relevant auction office to arrive 48 hours prior to the auction day for telephone and SDL Auctions reserve the right not to bid on behalf of the internet bids and 24 hours for proxy bids. It is the Bidder's responsibility to telephone/written/internet Bidders in the event of any error, doubt. check that the form is received by SDL Auctions and this can be done by omission, uncertainty as to their bid, or for any reason whatsoever, and telephoning the office give no warranty, or guarantee, that a bid would be made on behalf of the Due to money laundering obligations we require two forms of identity for Bidder and accept no liability. the bidder and buyer (if different), one photo identification i.e passport or In the event that the telephone/written or internet bid is successful the driving licence and one proof of address i.e bank statement or utility bill, no Auctioneer will sign the Memorandum of Contract or reservation Contract more than 3 months old. By signing this agreement you understand that on behalf of the Bidder (a Contract having been formed on the fall of the we will undertake a search with Experian for the purposes of verifying your hammer). identity. To do so Experian may check the details you supply against any In the event of a Contract the deposit monies will be applied so far as particulars on any database (public or otherwise) to which they have necessary to meet the requirement for a 10% or 5% deposit (whichever is access. This system allows us to verify you from basic details using applicable) subject to a minimum of £5,000 per Lot, plus the buyers electronic data, however it is not a credit check of any kind so will have no administration fee or reservation fee (whichever is applicable), however if effect on you or your credit history. They may also use your details in the monies are received over the relevant deposit amount, this will result in the future to assist other companies for verification purposes. A record of the purchaser paying a lesser sum on completion. search will be retained. Once delivered to the Auctioneers the authority to bid is binding on the The Bidder shall be deemed to have read the 'Notice to all Bidders', the Bidder up to 8.00pm on the day on which the particular Lot is auctioned. particulars of the relevant Lot in the Catalogue and the General and the full This is to allow for the possibility of a Vendor agreeing to sell post auction legal pack including the Special Conditions of Sale. The Bidder shall be where the bidding has not reached the reserve. deemed to have taken all necessary professional and legal advice and to The authority can only be withdrawn by notification in writing delivered to have made enquiries and have knowledge of any announcements to be the auction office by 4pm the day before the Auction or into the hands of made from the rostrum and any of the addendum relating to the relevant the Auctioneer in the Auction Room half an hour before the start of that Lot. The addendum can, and should, be checked by visiting our website day's auction. It is the Bidder's responsibility to obtain a receipt on a copy www.sdlauctions.co.uk or at the Auction prior to bidding. of the withdrawal notification signed by one of the Auctioneers and In the case of telephone bids, at about the time the Lot comes up for without such a receipt the authority stands and any successful Contract is auction, attempts will be made to contact the Bidder by telephone and, if binding on the Bidder. successful, the Bidder may then compete in the bidding through the If the Bidder, or an agent, actually bids at the Auction without having Auctioneer's staff previously withdrawn the authority, the Auctioneer is at liberty to accept The Bidder accepts that such contact is at the Bidder's risk and in the such bid in addition to any bid from SDL Auctions staff as empowered event that the telephone or internet link is not established, or breaks down, under the telephone/written/internet authority. SDL Auctions would have or there is any confusion or disruption, then the Bidder will not be able to no liability whatsoever if the price achieved is the result only of this participate in the Auction. The Auctioneer will not be held responsible for competition in bidding without intervention from other bidders. instructions or authorisations given to them which are unclear or The receipt of a telephone, written or internet bid shall not in any way incomplete and these bids will not be accepted. hinder the right of the Vendor to withdraw any Lot or to sell prior to If it is impossible to obtain telephone contact or the link breaks down, the auction to a third party and neither the Vendor nor SDL Auctions shall be auctioneer is authorised to continue to bid on behalf of the telephone under any liability to the telephone or written Bidder in the event that the bidder up to the maximum bid stated on this form. If internet connection is Lot is not offered at the Auction. lost the auctioneer is authorised to continue to bid on behalf of the The auctioneer may disclose to the Vendor the existence of these internet bidder up to the maximum bid stated on this form. instructions but not the amount of the maximum bid. Signature of prospective purchaser I hereby confirm that I have read the General, Additional and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments which may be read by the Auctioneers on the Auction Day. I authorise the Auctioneers to sign the contract on my behalf and, recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale. Date of Signature

Once you have completed this form please send it to SDL Auctions together with your draft or debit card details and also your identification documents in accordance with the money laundering legislation detailed in this catalogue.

**Privacy notice:** SDL Auctions is part of the SDL Group (www.sdlgroup.co.uk). We collect the above information from you so that we can conduct the bidding process. We may also use your data to send you relevant marketing from within the Group. We will store your data for six years. To opt out or if you have any questions about how we handle your data please contact compliance@sdlgroup.co.uk.

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Entries are now invited for our next Birmingham auction

# **Thursday** 14th February 2019

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Forward Estates	154 Soho Road, Birmingham B21 9LN	0121 551 4611
Fraser Wood	15-16 Lichfield Street, Walsall WS1 1TS	01922 627 686
Harveys	3B Mere Green Road, Sutton Coldfield B75 5BL	0121 308 0221
Henley Charles	306 Rookery Road, Birmingham B21 9QG	0121 551 4001
Higgs & Sons	3 Waterfront Business Park, Brierley Hill DY5 1LX	0345 1115050
Initial Property	23 Strathdene Road, Birmingham B29 6QL	0121 472 0202
John Emms	5 Stone Street, Dudley DY1 1NS	01384 257 284
Knightsbridge	464 Bearwood Road, Bearwood B66 4HA	0121 429 4812
Mann & Co	90 Edgbaston Road, Smethwick B66 4LB	0121 555 7000
Midland Homes	Midland Homes Estate Agents, 11B Well Street, Birmingham B19 3BG	0121 551 6077
Midland Residential	923 Walsall Road B42 1TN	0121 347 7002
Miller Briggs & Co	Clinton House, High Street, Coleshill, Birmingham B46 3BP	01675 462 355
Nicholls Brimble Solicitors	409 Bearwood Road, Smethwick B66 4DJ	0121 429 8041
Nick Hall	Austin House, First Floor, 83-83a High Street DY8 1ED	01384 370 600
Oliver Ling	78 Blackhalve Lane, Wednesfield WV11 1BH	01902 305599
Peter Estates	83a High Street, Stourbridge DY8 1ED	01384 393888
Paul Estates	625 Bearwood Road, Smethwick B66 4BL	0121 429 6700
Robert Powell & Co	7 Church Road, Edgbaston B15 3SH	0121 454 3322
Royal Estates	464 Bearwood Road, Birmingham, West Midlands B66 4HA	0121 429 2030
Sanders, Wright & Freeman	13 Waterloo Road, Wolverhampton, West Midlands WV1 4DJ	01902 575 555
Sats 7 Estates	16 Alcester Road S, Birmingham B14 7PU	0121 777 2888
Seymour Luke Ltd	Seymour House, 15a Frederick Road, Edgbaston B15 1JD	0121 456 3696
Sheikhspeare	306 Ladypool Road, Sparkbrook B12 8JY	0121 449 2727
Taylors	2A Dudley Street, Dudley DY3 1SB	01902 880 888
Taylors	19-21 Hagley Road, Halesowen B63 4PU	0121 550 3978
Taylors	84-86 High Street, Brierley Hill DY5 3AW	01384 395555
Taylors	85 High Street, Stourbridge DY8 1ED	01384 395555
Taylors	818 High Street, Kingswinford DY6 8AA	01384 737023
The Intelligent Move	113a High Street, West Bromwich, West Midlands B70 6NY	0121 500 6012
The Letting Shop	452 High Street, West Bromwich, Birmingham B70 9LD	0121 553 2277
Tom Giles	11 Church Street, Oldbury B69 3AD	0121 552 6171
Waller Farnworth	2 York Road, Birmingham B23 6TE	0121 386 3330
Walton & Hipkiss	Hagley Road, Stourbridge DY8 1QH	01384 392371
Waters & Co	81 High Street, Coleshill B46 3AG	01675 463855

#### Common Auction Conditions (Edition 4 June 2018) Reproduced with the consent of the RICS

#### **GLOSSARY**

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body,
- words of one gender include the other genders; references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and where the following words appear in small capitals they have the

ACTUAL COMPLETION DATE
The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest

ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

#### AGREED COMPLETION DATE

Subject to CONDITION G9.3: a) the date specified in the SPECIAL 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.

#### APPROVED FINANCIAL INSTITUTION

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS
ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.
ARREARS SCHEDULE

The ARREARS schedule (if any) forming part of the SPECIAL

ARREARS

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS
The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

#### **AUCTIONEERS**

AUCTIONEERS at the AUCTION.

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

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

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

#### COMPLETION

COMPLETION
Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

#### CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

# CONTRACT The CONTRACT by which the SELLER agrees to sell and the

BUYER agrees to buy the LOT.

The date of the AUCTION or, if the LOT is sold before or after 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

#### 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 (apart from EINIANCIAL CHARGES

#### EXTRA GENERAL CONDITIONS

CONDITIONS added or varied by the AUCTIONEERS starting ONDITION G30.

#### FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but not including a rentcharge or local land charge).

GENERAL CONDITIONS

SALE CONDITIONS headed 'GENERAL CONDITIONS OF E', including any EXTRA GENERAL CONDITIONS.

#### INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher

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

#### **OLD ARREARS**

ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants)

#### PARTICULARS

section of the CATALOGUE that contains descriptions of each (as varied by any ADDENDUM).

PRACTITIONER
An insolvency PRACTITIONER for the purposes of the Insolvency
Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

#### The PRICE (exclusive of VAT) that the BUYER agrees to pay for the

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

#### SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are

#### SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against

#### SPECIAL CONDITIONS

ose of the SALE CONDITIONS so headed that relate to the LOT. TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease S varying or supplemental to them.

#### TENANCY SCHEDULE

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

#### TRANSFER

TRANSFER includes a convevance or assignment (and "to TRANSFER" includes "to convey" or "to assign").

TUPE
The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.

Added Tax or other tax of a similar nature.

#### VAT OPTION

WE (AND US AND OUR)

### YOU (AND YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a

#### **AUCTION CONDUCT CONDITIONS**

Words in small capitals have the special meanings defined in the Glossary.
The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

- The AUCTION AUCTION CONDITIONS IN their entirety.

  INTRODUCTION

  The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

  If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

- Our ROLE

  As agents for each SELLER we have authority to
  (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;

  - by or on behalf of each SELLER;
    (b) offer each LOT for sale;
    (c) sell each LOT;
    (d) receive and hold deposits;
    (e) sign each SALE MEMORANDUM; and
    (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTION SONDUCT CONDITIONS OF IR decision on the conduct of the AUCTION is final.
- OUR decision on the conduct of the AUCTION is final WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.
- 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.
- A2.5
- against US for any loss.
  WE may refuse to admit one or more persons to the
  AUCTION without having to explain why.
  YOU may not be allowed to bid unless YOU provide such
  evidence of YOUR identity and other information as WE
  reasonably require from all bidders.

#### BIDDING AND RESERVE PRICES

- All bids are to be made in pounds sterling exclusive of VAT.
- A32 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

- Unless stated otherwise each LOT is subject to a reserve A3.4 PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the LOT will be withdrawn from the AUCTION.
- Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. You accept that it is possible that all bids up to the reserve PRICE are bids A3.5 made by or on behalf of the SELLER.

#### THE PARTICULARS AND OTHER INFORMATION

WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER YOU need to check that the information in the PARTICU

PARTICULARS is correct.

If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer. and are not intended to form part of a legal CONTRACT.
The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions. If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT. A4.4

#### THE CONTRACT A5

A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT. YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if

applicable). YOU must before leaving the AUCTION (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US); (b) sign the completed SALE MEMORANDUM; and (c) say the deposit.

If YOU do not WE may either

(a) as agent for the SELLER treat that failure as YOUR

repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or

(b) sign the SALE MEMORANDUM on YOUR behalf. The deposit

(a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED

TINANCIAL INSTITUTION (CONDITION AG A may state if WE accept any other form of payment);

(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations

(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and

(d) is to be held as stakeholder where VAT would be (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
WE may retain the SALE MEMORANDUM signed by or on

A56 behalf of the SELLER until the deposit has been received in cleared funds.

Where WE hold the deposit as stakeholder WE are A5.7 authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE

CONDITIONS.

If the BUYER does not comply with its obligations under

the CONTRACT then
(a) YOU are personally liable to buy the LOT even if YOU

(a) YOU are person any name to be a second of the person and acting as an agent; and
(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default. Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT. A5.9

#### EXTRA AUCTION CONDUCT CONDITIONS A6.1

Despite any CONDITION to the contrary:

(a) The minimum deposit WE accept is £5,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit

(b) WE do not accept cash or cheque for all or any part of the deposit (c) Sub-clause (d) of AUCTION CONDUCT CONDITION A5.5 shall be deemed to be deleted and shall be replaced with the following:

replaced with the following:

"(d) is to be held as agent for the SELLER unless expressly stated otherwise in the SPECIAL CONDITIONS Provided That where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, the deposit will be held as stake holder despite any contrary provision in any CONDITION;

(d) where the deposit is paid to US to be held as (d) Where the deposit is paid to 0 to to be ried as stakeholder, WE may if WE choose transfer all or part of it to the SELLER'S conveyancer for them to hold as stakeholder in OUR place. Any part of the deposit not so transferred will be held by US as stakeholder. WE may refuse admittance to any person attending the AUCTION. WE do not have to explain why.

#### **Common Auction Conditions of Sale** (Edition Four June 2018 Reproduced with the Consent of the RICS)

the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended but are not compulsory and may be changed. recommended, but are not compulsory and may be changed by the SELLER of a LOT.

- G1.1 The LOT (including any rights to be granted or The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM. The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

  The LOT is sold subject to all matters contained or referred to in the DOC IMENIES. The SELLED pour the content of the DOC IMENIES.
- G1.2
- G1.3 referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are G1.4 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
  - (c) notices, oreaers, demands, proposais 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;

  - wayleaves, (f) outgoings and other liabilities; (g) any interest which overrides, under the Land Registration Act 2002; (h) matters that ought to be disclosed by the searches
  - and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and (i) anything the SELLER does not and could not
- (i) anything the SELLER does not and could not reasonably know about.

  Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that
- liability.
  The SELLER must notify the BUYER of any notic 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. The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
- G1.7 they are:
  (a) the BUYER takes them as they are at
  - (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
    (b) the SELLER is to leave them at the LOT. The BUYER buys with full knowledge of
    (a) the DOCUMENTS, whether or not the BUYER has read them; and

  - read them; and
    (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
    The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER's conveyancer's written replies to written enquiries to the extent stated in those replies.

    DEPOSIT

#### G2

G1.8

G19

- The amount of the deposit is the greater of:
  (a) any minimum deposit stated in the AUCTION
  CONDUCT CONDITIONS (or the total PRICE, if this
  is less than that minimum); and
  (b) 10% of the PRICE (exclusive of any VAT on the
  PRICE).
- PRICE). If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT. Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise. G2.2

#### BETWEEN CONTRACT AND COMPLETION G3

- From the CONTRACT AND COMPLETION
  From the CONTRACT DATE the SELLER has no
  obligation to insure the LOT and the BUYER bears all
  risks 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.

  If the SEL IER is required to insure the LOT, then the
- If the SELLER is required to insure the LOT then the
  - (a) must produce to the BUYER on request all 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 the insurance;
    (d) must at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting

- purchaser;

  (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER: and
- BUYER; and

  (f) (subject to the rights of any tenant or other third
  party) hold on trust for the BUYER any insurance
  payments that the SELLER receives in respect of
  loss or damage arising after the CONTRACT DATE,
  or assign to the BUYER the benefit of any claim;
  and the BUYER must on COMPLETION reimburse to the

SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any

- No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete. Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT. Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.
- G3.4

- occupation prior to COMPLETION.

  TITLE AND IDENTITY

  Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE. The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

  (a) If the LOT is registered land the SELLER is to give
- - before the AUCTION:

    (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, where noted on the register and title plan and, where noted on the register of all DOCUMENTS subject to which the LOT is being sold.

    (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.

    (c) If title is in the course of registration, title is to consist of:

    (i) certified copies of the application for registration of title made to the Land Registry
  - - registration of title made to the Land Registry and of the DOCUMENTS accompanying that application
    - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iii) a letter under which the SELLER or its (iii) 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.

    (d) 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.

    Unless otherwise stated in the SPECIAL CONDITIONS the SETLER sells with full title quarantee except that
- the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide): (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall
  - not extend to matters recorded in registers oper to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
  - within the actual knowledge of the BUYEH, and (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property. The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.
- 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
- any prior or superior title even if it is referred to in the DOCUMENTS.

  The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

  TRANSERP

#### TRANSFER

- TRANSFER
  Unless a form of TRANSFER is prescribed by the
  SPECIAL CONDITIONS
  (a) the BUYER must supply a draft TRANSFER to the
  SELLER at least ten BUSINESS DAYS before the
  AGREED COMPLETION DATE and the
  - engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER;
- and
  (b) the SELLER must approve or revise the draft
  TRANSFER within five BUSINESS DAYS of
  receiving it from the BUYER.

  If the SELLER has any liability (other than to the
  BUYER) in relation to the LOT or a TENANCY
  following COMPLETION, the BUYER is specifically to
  covenant in the TRANSFER to indemnify the SELLER
  - covenant in the TRANSFER to Indemnify the SELLE against that liability.
    The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER

- Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLE the proposed landlord and the BUYER to the proposed tenant:

  - proposed tenant;
    (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
    (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

#### COMPLETION

- COMPLETION

  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.
- The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, G6.2 but no other amounts unless specified in the SPECIAL
- CONDITIONS.

  Payment is to be made in pounds sterling and only by
- Payment is to be made in pounds sterling and only by (a) direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer; and (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

  Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as
- COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT. 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.

  Where applicable the CONTRACT remains in force following COMPLETION.
- G66

#### NOTICE TO COMPLETE

- The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence. The person giving the notice must be READY TO COMPLETE.
- COMPLETE.
  If the BUYER fails to comply with a notice to complete
  the SELLER may, without affecting any other remedy
  the SELLER has:
  (a) terminate the CONTRACT;

  - (b) claim the deposit and any interest on it if held by a stakeholder;
    (c) forfeit the deposit and any interest on it;
- (c) forfeit the deposit and any interest on it, (d) resell the LOT; and (e) claim damages from the BUYER. If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
  (a) terminate the CONTRACT; and
  (b) recover the deposit and any interest on it from the SELLER or if annicable a stakeholder.

SELLER or, if applicable, a stakeholder.

IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and

(b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

- LANDLORD'S LICENCE
  Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies
- G9.2
- G9 apples.

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

  The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice"). G9.3
- G9.4
- obtained ("licence notice").
  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
  ("AGA") properly required (procuring a guarantee
  of that AGA if lawfully required by the landlord).
  The BUYER must promptly
  (a) provide references and other relevant information;
  and
  (b) comply with the landlord's lawful requirements
- G9.5 (b) comply with the landlord's lawful requirements
- (b) comply with the landlord's lawful requirements. If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

#### GIO INTEREST AND APPORTIONMENTS

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 money due

from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE. Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds. cleared funds.

G10.3

cleared runds.
Income and outgoings are to be apportioned at the
ACTUAL COMPLETION DATE unless:
(a) the BUYER is liable to pay interest; and
(b) the SELLER has given notice to the BUYER at any
time up to COMPLETION requiring apportionment
on the date from which interest becomes payable by the BUYER:

in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

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 G10.4

apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure

366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the selections.

appropriate Willim Tive Business DAYS of the date when the amount is known.

If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment. G10.5

#### G11. ARREARS

Current rent
"Current rent" means, in respect of each of the
TENANCIES subject to which the LOT is sold, the

IENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION. If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.4

SPECIAL CONDITIONS.
Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
BUYER to pay for ARREARS
Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ADBEARS of which details are to ut in the SPECIAL. G11.5 ARREARS of which details are set out in the SPECIAL CONDITIONS.

If those ARREARS are not OLD ARREARS the

G11.6 SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS. BUYER not to pay for ARREARS Part 3 of this CONDITION G11 applies where the

Part 3 G11.7 SPECIAL CONDITIONS

(a) so state; or (b) give no details of any ARREARS. G11.8

While any ARREARS due to the SELLER remain unpaid the BUYER must: (a) try to collect them in the ordinary course of management but need not take legal proceedings

management but need not take legal proceedings or forfeit the TENANCY;
(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order;
(e) not without the consent of the SELLER release any

(e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S

or all ARNEARS obtainfulf the DOTENS
successor in title a covenant in favour of the
SELLER in similar form to part 3 of this
CONDITION GII.
Where the SELLER has the right to recover ARREARS
it must not without the BUYER'S written consent

G11.9 bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

#### G12 MANAGEMENT

This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
The SELLER is to manage the LOT in accordance with

its standard management policies pending

COMPLETION.

The SELLER must consult the BUYER on all management issues that would affect the BUYER after management issues that would affect the BUYER a COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and: (a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but first he indensity is a paraph (a) worse.

(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

#### RENT DEPOSITS

Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate i writing to the other (before COMPLETION, so far as

writing to the other (before COMPLETION, so far as practicable) that they have complied. The remainder of this CONDITION GI3 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION GI3 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

If the rent deposit is not assignable the SELLER must G13.3 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. 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.

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

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the COMPLETION.

#### G15

TRANSFER AS A GOING CONCERN
Where the SPECIAL CONDITIONS so state:
(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and (b) this CONDITION G15 applies.

G15 2

(b) this CONDITION GIS applies.
The SELLER confirms that the SELLER:
(a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
The PLINT peofitires that

COMPLETION.
The BUYER confirms that
(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
(b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
(c) artists (COMPLETION);

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and (d) it is not buying the LOT as a nominee for another

The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE

(a) of the BUYER'S VAT registration;
(b) that the BUYER has made a VAT OPTION; and
(c) that the VAT OPTION has been notified in writing

to HIM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
The BUYER confirms that after COMPLETION the

G15.5 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

TENANCIES; and
(b) collect the rents payable under the TENANCIES and charge VAT on them.

If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
(a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
(c) if VAT is payable because the BUNER has not

(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result. result.

#### CAPITAL ALLOWANCES G16

This CONDITION GI6 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in

connection with the BUYER's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
The SELLER and BUYER agree:

G164

Ine SELLER and BUYER agree:
(a) to make an election on COMPLETION under
Section 198 of the Capital Allowances Act 2001 to
give effect to this CONDITION G16; and
(b) to submit the value specified in the SPECIAL
CONDITIONS to HM Revenue and Customs for the
purposes of their respective capital allowance

#### MAINTENANCE AGREEMENTS **G17**.1

The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
The BUYER must assume, and indemnify the SELLER

G17.2 in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

#### LANDLORD AND TENANT ACT 1987

This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987
The SELLER warrants that the SELLER has complied G18.1

with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### SALE BY PRACTITIONER G19

This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the

The PRACTITIONER has been duly appointed and is G19.2

empowered to sell the LOT.

Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER

member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability. The LOT is sold

(a) in its condition at COMPLETION;

(b) for such title as the SELLER may have; and

(c) with no title quarantee: G194 (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or

where relevant:

(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment;

(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER. G19.6

#### G20 TUPE

ITUPE
If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following

G20.2 paragraphs apply:

(a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.

(b) The BUYER confirms that it will comply with its

obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring

Employees. (c) The BUYER and the SELLER acknowledge tha pursuant and subject to TUPE, the CONTRACTs of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.

(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.

Employees after COMPLETION.

ENVIRONMENTAL

This CONDITION G21 only applies where the SPECIAL
CONDITIONS so provide.

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 G21.2 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

The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT

# **G22**.1

SERVICE CHARGE
This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge

G22.2

provisions.

No apportionment is to be made at COMPLETION in respect of service charges.

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.

  In respect of each TENANCY, if the service charge
- account shows:
  - (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or

    (b) that attributable service charge expenditure
  - exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the

but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS)

- In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER before ACTUAL COMPLETION DATE and the BUYE must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made withir five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER. If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a deprecipition fund:
- G22.6 depreciation fund:
  - depreciation fund:
    (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does

#### G23

- not do so.

  RENT REVIEWS
  This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
  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.
  Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as G23.2
- 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.
  The SELLER must promptly:
  (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review
- BOYER for the SELLER in drift reflict review proceedings.
  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
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared
- 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.

  The SELLER and the BUYER are to bear their own
- G23.8 costs in relation to rent review negotiations and

#### TENANCY RENEWALS G24

- This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as G24 2
- 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. 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 proceedings.

  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.
- Following COMPLETION the BUYER must:
  (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to G24.4 any proceedings:
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant
  - (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. The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and second processors.
- any proceedings relating to this

#### WARRANTIES

- Available warranties are listed in the SPECIAL CONDITIONS
- Where a warranty is assignable the SELLER must:
  (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the
  - warranty; and
    (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS
- after the consent has been obtained.

  If a warranty is not assignable the SELLER must after COMPLETION: (a) hold the warranty on trust for the BUYER; and
  - (b) at the BUYER's cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or

#### NO ASSIGNMENT G26

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT

#### G27 REGISTRATION AT THE LAND REGISTRY

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

    (a) procure that it becomes registered at the Land
    Registry as proprietor of the LOT;

    (b) procure that all rights granted and reserved by the
    lease under which the LOT is held are properly
    noted against the affected titles; and

    (c) provide the SELLER with an official copy of the
  - register relating to such lease showing itself
- register relating to such lease showing itself registered as proprietor.

  This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
  (a) apply for registration of the TRANSFER;
  (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
  (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

#### NOTICES AND OTHER COMMUNICATIONS G28

- All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers. G28.2
  - A communication may be relied on if:
    (a) delivered by hand; or
    (b) made electronically and personally acknowledged

    - (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service
- the SALE MEMOKANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

  A communication is to be treated as received:

  (a) when delivered, if delivered by hand, or

  (b) when personally acknowledged, if made electronically, but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated or exercised as the part PULIVINESS. oe treated as received on the next BUSINESS
- DAY.

  A communication sent by a postal service that offers G28.4 normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted. CONTRACTS (RIGHTS OF THIRD PARTIES)

#### G29 ACT 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTs (Rights of

#### **EXTRA GENERAL CONDITIONS**

GENERAL CONDITION G2 shall be deemed to be deleted in its entirety and shall be replaced by the

#### G2 DEPOSIT

- The amount of the deposit is the greater of:

  (a) any minimum deposit stated in the AUCTION

  CONDUCT CONDITIONS (or the total PRICE if this is less than that minimum); and (b) 10% of the PRICE (exclusive of any VAT on the
- The deposit: G2.2
  - (a) must be paid to the AUCTIONEERS in pounds sterling by debit card or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means that the AUCTIONEERS may
  - any other means that the Accinometric may accept) and
    (b) is to be held as agent for the SELLER unless the SPECIAL CONDITIONS expressly state otherwise Provided That where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, the deposit will be held as stakeholder deposite any contrary provision in any CONDITION
- SELLER, the deposit will be held as stakeholder despite any contrary provision in any CONDITION Where the AUCTIONEERS hold the deposit as stakeholder, then:
  (a) they are entitled with the consent and irrevocable authority of the BUYER (which the BUYER hereby acknowledges and grants) to release such deposit to the SELLER'S solicitors upon receipt by the AUCTIONEERS of written confirmation from the SELLER'S solicitors upon the COMBINETION bus taken AUC HONEER'S of written contirmation from the SELLER'S solicitors that COMPLETION has taken place and, for the avoidance of doubt, upon the AUCTIONEERS releasing the deposit, their liability as stakeholder shall be discharged (b) if COMPLETION does not take place, the AUCTIONEERS are authorised (and the SELLER and the BUYER acknowledge and irrevocably are first that is accessed to the orbital but he and the second to the control of the control
  - confirm their agreement to such authority) to

- release it to the person entitled to it under the SALE CONDITIONS
- If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the G2.4

#### **LANDLORD AND TENANT ACT 1987**

- LANDLORD AND TENANT ACT 1987
  The following provisions shall apply in addition to those set out in GENERAL CONDITION 18:
  Where the provisions of the Landlord and Tenant Act 1987 and/or the Housing Act 1996 ("the Acts") apply to the sale of the LOT and the qualifying tenants have served all relevant notices in accordance with the Acts and have appointed a nominee with the intention of acquiring the SELLER'S interest in the LOT, the SELLER will inform the BUYER of this as soon as possible after the date of the CONTRACT and of whether the nominee elects to accept the terms of
- possible after the date of the CONTRACT and of whether the nominee elects to accept the terms of and take over the benefit and burden of the CONTRACT and purchase the LOT. If the nominee does elect to purchase the LOT in accordance with the Acts and pays a deposit to the SELLER or the AUCTIONEERS in accordance with the CONTRACT. 18.4 CONTRACT
  - (a) the SELLER will repay any deposit paid in accordance with the CONTRACT to the BUYER but without any additional payment relating to
  - interest
    (b) the CONTRACT shall have effect as if the nominee had entered into it and the agreement with the BUYER shall be null and void and of no further effect but without prejudice to the rights of the SELLER in respect of any previous breach by the BLIVER
  - BUYER

    (c) the BUYER shall take all necessary steps to cancel any registrations at Land Registry or Land Charges Registry entered in respect of the agreement for the sale of the LOT to the BUYER
  - die Sale of the LOT to the BUYER (d) completion of the sale of the LOT to the nominee shall take place 22 BUSINESS DAYS after the day on which the nominee complies with the provisions of the Acts and takes over the CONTRACT
  - (e) the nominee shall immediately pay to the AUCTIONEERS the buyer's fee referred to in the
- AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE

  If the nominee does not comply with the provisions of the Acts COMPLETION shall be 30 BUSINESS DAYS after the date of the SALE MEMORANDUM or (if earlier) a date (not earlier than 10 BUSINESS DAYS after the date of the SALE MEMORANDUM) which is 10 BUSINESS DAYS after the SELLER notifies the BUYER in writing that the nominee has served or is deepmed to have served notice of withdrawal under 18.5 deemed to have served notice of withdrawal under

#### RELEASE OF SELLER FROM COVENANTS IN LEASES

- LEASES
  With regard to the Landlord & Tenant (Covenants)
  Act 1995 ("the 1995 Act"):
  (a) the SELLER may within the period commencing
  on the date of the SALE MEMORANDUM up to
  COMPLETION serve notice on any tenant of the
  LOT in accordance with the 1995 Act requesting a
  complete release of the SELLER from future
  liability under the lessor covenants contained in
  any relevant TENANCIES
  (b) If the SELLER serves any such notice the SELLER
  shall use reasonable endeavours to obtain such a
  release without being obliqed to apply to the
- snail use reasonable endeavours to obtain such a release without being obliged to apply to the Court for a declaration and the BUYER agrees promptly to supply at the BUYER'S cost such information as the SELLER reasonably requires to satisfy the tenant under any relevant TENANCY or the Court that it is reasonable to grant the release reauested
- (c) In the event of the SELLER failing to obtain any such release from the said covenants by COMPLETION or not serving any such notice then, in the TRANSFER, the BUYER shall covenant with the SELLER:
  - (i) to serve notice in writing on the SELLER on completion or within 5 BUSINESS DAYS after completion of the transfer of the LOT or any part of it by the BUYER to any transferee of the
  - (ii) until such time (if ever) that the SELLER is released from the lessor's covenants in any relevant TENANCY, the BUYER will obtain a covenant from its transferee in favour of the covenant from its transferee in favour of the SELLER in identical form (mutatis mutandis) to this clause and the parties will apply to the Chief Land Registrar to enter in the Proprietorship Register of the title to the property transferred a restriction preventing the registration of any further transfer of the property except under an Order of the Registrar unless the application is accompanied by a certificate by the solicitors of the registered proprietor stating either that the provisions of this clause have been performed or provisions of this clause have been performed or that the SELLER has been fully released from future liability under the covenants contained in any relevant TENANCY

#### G30.4 BUYER'S FEE

The BUYER and, where applicable, the nominee The BUYER and, where applicable, the nominee appointed by qualifying tenants under the provisions of the Landlord & Tenant Act 1987 (as amended by the Housing Act 1996) shall be jointly and separately liable to pay to the AUCTIONEERS the buyer's fee referred to in the Auctioneers' Pre-Sale Announcements printed towards the front of the CATALOGUE. The buyer's fee is payable in respect of each LOT purchased



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Thursday 11th April
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Thursday 5th September
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