

AUCTION HOUSE

BIRMINGHAM &
BLACK COUNTRY



**Thursday 20th February
2020
6.00pm**

Banks's Stadium
Walsall Football Club
Bescot Crescent
Walsall WS1 4SA



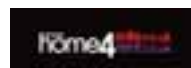
AUCTION VENUE

Thursday
20th February 2020
6.00pm

Banks's Stadium
Walsall Football Club
Bescot Crescent
Walsall
WS1 4SA



INTRODUCER AGENTS



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2nd April 2020

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AUCTIONEERS



Chris Edwards

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AH Birmingham & Black Country



Cheryl Lewis

Director/Auction Manager
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A wide range of property types sell well at auction

There are many different types of property that sell well at Auction, and if you have one that falls into any of these categories you certainly should consider the Auction route.

Properties for Improvement • Tenanted Properties • Residential Investments • Building Land/Development • Propositions Mixed Use Properties • Commercial Investments • Unique Properties Paddock, Arable and Amenity Land

If it is property or land that is surplus to requirements, the likelihood is that we could find a buyer at Auction. If it has a value, and is worth marketing, it is worth considering a disposal by Auction.

**Contact the Auction Team to discuss any aspect of buying/selling property or land at auction
TEL: 0121 289 3838**

NEXT AUCTION DATE

2nd April 2020 • 4th June 2020 • 13th August 2020 • 8th October 2020 • 10th December 2020

ORDER OF SALE

Thursday 20th February 2020 6.00pm

Banks's Stadium, Walsall Football Club, Bescot Crescent, Walsall WS1 4SA

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	16 Burland Avenue, Claregate, Wolverhampton, West Midlands	£110,000+	Residential for Improvement
2	73 Station Road, Aldridge, Walsall, West Midlands	£90,000+	Residential
3	388 Walsall Wood Road, Aldridge, Walsall, West Midlands	£160,000+	Residential
4	579 Parkfield Road, Wolverhampton, West Midlands	POSTPONED	Residential for Improvement
5	17 Turnberry Road, Great Barr, Birmingham, West Midlands	£50,000+	Residential
6	37 Tintern Crescent, Bloxwich, Walsall, West Midlands	£50,000+	Residential
7	15 Farndale Avenue, Wolverhampton, West Midlands	£130,000+	Residential
8	281 Quinton Road, Birmingham, West Midlands	£230,000+	Residential for Improvement
9	27 Brockwell Road, Great Barr, Birmingham, West Midlands	£50,000+	Residential
10	142 Longford Road, Cannock, West Midlands	£80,000+	Residential for Improvement
11	58 Dixon Street, Wolverhampton, West Midlands	£72,500+	Residential
12	22 Elmdon Road, Wolverhampton, West Midlands	£50,000+	Residential
13	36 Croftleigh Gardens, Kingslea Road, Solihull, West Midlands	£100,000+	Residential
14	Flat 2, The Manse, Church Road, Lye, Stourbridge, West Midlands	£35,000+	Residential
15	10 All Saints Road, Wednesbury, West Midlands	£82,000+	Residential Investment
16	Hill Crest, 33 Skip Lane, Walsall, West Midlands	£380,000+	Residential for Improvement
17	225 Chester Road North, Kidderminster, Worcestershire	£110,000+	Residential for Improvement
18	Land Adjacent to 1 Woodside Road, Walsall, West Midlands	£100,000+	Land
19	3 Bush Road, Tipton, West Midlands	£50,000+	Residential for Improvement
20	187 Highbury Road, Kings Heath, Birmingham, West Midlands	£180,000+	Residential
21	12 Yemscroft Flats, Lichfield Road, Rushall, Walsall, West Midlands	£50,000+	Residential Investment
22	Apartment 8, 53 Shirley Road, Acocks Green, Birmingham, West Midlands	£110,000+	Residential
23	Apartment 438, Southside, St. John's Walk, Birmingham, West Midlands	£140,000+	Residential
24	Flat 20, Unett Court, St. Matthews Road, Smethwick, West Midlands	£32,000+	Residential
25	10 Irvine Road, Bloxwich, West Midlands	£85,000+	Residential
26	21 Moorland Road, Bloxwich, Walsall, West Midlands	£50,000+	Residential
27	66 Wilson Road, Handsworth, Birmingham, West Midlands	£80,000+	Residential for Improvement
27a	52 Melbourne Avenue, Lozells, Birmingham	£75,000+	Residential for Improvement
28	104 Sutton Road, Walsall, West Midlands	£300,000+	Residential
29	49 Chester Road, Streetly, Sutton Coldfield, West Midlands	£300,000+	Residential

***Description on Auction Information page**

RESULTS

Thursday 19th December 2019 6.00pm

Banks's Stadium, Walsall Football Club, Bescot Crescent, Walsall WS1 4SA

LOT	ADDRESS	*GUIDE PRICE	RESULTS
1	15 Gravelly Lane, Birmingham, West Midlands	£50,000+	SOLD FOR £74,000
2	132/134 Darlaston Road, Kings Hill, Wednesbury, West Midlands	£88,000+	WITHDRAWN
3	423 Darlaston Road, Walsall, West Midlands	£50,000+	SOLD FOR £77,500
4	64 Hill Top, West Bromwich, West Midlands	£90,000+	SOLD FOR £99,000
5	Plot 10, Land off Linthurst Road, Blackwell, Bromsgrove, Worcestershire	£25,000+	WITHDRAWN
6	Plot 11, Land off Linthurst Road, Blackwell, Bromsgrove, Worcestershire	£25,000+	WITHDRAWN
7	186 Regent Road, Tividale, Oldbury, West Midlands	£40,000+	SOLD PRIOR FOR £45,000
8	74 Brook Lane, Walsall Wood, Walsall, West Midlands	£290,000+	SOLD FOR £315,000
9	39 Dunbar Grove, Great Barr, Birmingham, West Midlands	£70,000+	SOLD FOR £73,000
10	48 Flaxhall Street, Walsall, West Midlands	£59,000+	SOLD FOR £90,000
11	14 Ladbury Grove, Walsall, West Midlands	£59,000+	SOLD FOR £100,000
12	65 Revival Street, Bloxwich, Walsall, West Midlands	£82,000+	SOLD FOR £93,000
13	18 Victoria Avenue, Rugby, West Midlands	£120,000+	SOLD FOR £133,000
14	11 Farbrook Way, Willenhall, West Midlands	£128,000+	SOLD FOR £160,000
15	176 Wash Lane, Birmingham, West Midlands	£50,000+	SOLD FOR £123,000
15a	18, Sutton Approach and Workshop, Alum Rock, West Midlands	£165,000+	POSTPONED
16	3 Bush Road, Tipton, West Midlands	£59,000+	SOLD FOR £85,000
17	36 Croftleigh Gardens, Kingslea Road, Solihull, West Midlands	£100,000+	WITHDRAWN PRIOR
18	388 Walsall Wood Road, Walsall, West Midlands	£160,000+	WITHDRAWN PRIOR
19	81-89 Bridge Street, Walsall, West Midlands	£30,000 - £40,000	SOLD FOR £205,000
20	103 Tudor Court, Tipton, West Midlands	£30,000+	AVAILABLE
21	108 Tudor Court, Tipton, West Midlands	£30,000+	AVAILABLE
22	2 Carver Court, Wake Green Road, Tipton, West Midlands	£35,000+	AVAILABLE
23	22 Selborne Road, Birmingham, West Midlands	£220,000+	SOLD FOR £270,000
24	50 Crowther Street, Wolverhampton, West Midlands	£50,000+	SOLD PRIOR FOR £55,000
25	21 Moorland Road, Walsall, West Midlands, WS3 2PX	£59,000+	SOLD FOR £84,000
26	133 Victoria Road, Wednesfield, Wolverhampton, West Midlands	£50,000+	SOLD FOR £99,000
27	22 Elmdon Road, Wolverhampton, West Midlands	£59,000+	SOLD FOR £88,500
28	280 Alvechurch Road, Birmingham, West Midlands	£69,000+	SOLD FOR £85,000
29	120 Wood Lane, Walsall, West Midlands	£110,000+	SOLD FOR £143,000
30	96 Selby Close, Birmingham, West Midlands	£60,000+	SOLD PRIOR
31	43 Hertford Street, Birmingham, West Midlands	£85,000+	SOLD FOR £157,500

*Description on Auction Information page

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque or credit/debit card, an administration charge of £995.00 (£829.17 +VAT) or the fixed figure as stated in the property details, in addition



Attending the Auction It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/amendment sheet which will also be available as any purchase will be subject to these.



Bidding Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to our administration area and then the cashier desk for payment of the deposit.



Bidding by Proxy or Telephone If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A Non-Attending Bid or Telephone Bid form and conditions are included in auction catalogues or can be downloaded from the Bidding Form links on our website.



Buyers Premium Purchasers of some lots will be required to pay a Buyers Premium to the auctioneer in addition to the deposit – see individual property details.



Deposit When you buy a property you will be approached by a member of Auction House staff and asked to go to the cashiers desk to sign the Memorandum of Sale. You will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by bankers draft, building society cheque or credit/debit card. Cash payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



Disbursements Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's Legal Pack.



Disclaimer Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.



Energy Performance Certificates (EPCs) Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at auctionhouse.co.uk.



General Data Protection Regulations (GDPR) This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our websites www.auctionhouse.co.uk/birmingham.



***Guide Prices** Guide prices quoted online and in the catalogue are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.



Insurance On some properties the seller will continue to insure through to completion. Others will need to be insured by the purchaser, and auctioneers advice to all purchasers is that they should consider insuring from the date of exchange.



Plans, Maps and Photographs The plans, floorplans, maps, photograph's and video tours published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



Post Auction Sales If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules.



Proof of Identification In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence. Please bring your passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need a letter of authority on company letterhead. We will carry out Electronic AML checks on successful buyers and remote bidders. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.



Reserve Price Each property will be offered subject to a reserve price which we expect will be set within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the Vendor and the Auctioneer just prior to the auction. It is a figure below which the Auctioneer cannot sell the property during the auction. After the auction offers will be sought and considered on Unsold Lots at prices below the reserves.



Solicitors Details The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.



The Catalogue Details of the property and land to be sold are set out in our catalogue and on our website auctionhouse.co.uk All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



The Contract The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date may also be announced immediately prior to the commencement of bidding of each lot.



The Legal Aspect Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction or post auction, it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.



Viewing Due to the nature and condition of auction properties we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by Auction House and we cannot be held liable for loss or injury caused while viewing or accessing any Lot.

Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted. Viewers will also have to bring their own lighting/ladders if wanting to inspect cupboards, cellars and roof spaces.



Tenure: Freehold
Local Authority: Wolverhampton City Council
Solicitors: Tedstone George & Tedstone Solicitors, Crown Bridge, Penkridge, Stafford, ST19 5AA. Tel: 01785 712243. Ref: Mr D Roberts.
Energy Performance Certificate (EPC): Current Rating TBC

Residential for improvement

1

16 Burland Avenue, Claregate, Wolverhampton, WV6 9JL

***GUIDE PRICE:**

£110,000 PLUS (plus fees)

This traditionally styled semi detached property is situated in the popular Claregate area of Wolverhampton and due to its need for full modernisation improvement offers an ideal project for a builder or investor. All amenities are close at hand together with local schools and public transport services into Wolverhampton city centre. The extended well proportioned accommodation which lends itself further extension to both side and rear comprises of the following in greater detail:

Description:

Ground Floor: Reception hall with stairs off, Lounge 3.5m x 3.3m with bay window to front, Dining Room 3.8m x 3.3m, with french door to rear garden, Kitchen which has been extended measures 5.0m x 1.89m with window to rear and door to outside. **First Floor:** Staircase leads off to Landing which radiates, Bedroom One (Front) 3.5m x 3.2m, Bedroom Two (Rear) 3.6m x 3.3m, Bedroom Three (Front) 2.45m x 2.1m, Bathroom, 2.47m x 1.9m. **Outside:** Garage, 5.14m x 2.69m, with new door to front and to rear garden. The property is set back from the road, behind a lawn fore garden, flanked by driveway. Whilst to the rear is an enclosed private garden. **Buyers Premium:** A buyers premium of £900.00 (£750.00 + VAT) will be charged for this lot in addition to our usual administration fee. **Viewing:** Viewing by appointment through Auctioneers on 0121 289 3838.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: Freehold
Local Authority: Walsall Metropolitan Borough Council
Solicitors: Jennings Perks & Co, 3 High Street, Aldridge, WS9 8LX Tel: 01922 459000
Energy Performance Certificate (EPC): Current Rating TBC

Residential

2

73 Station Road, Aldridge, Walsall, West Midlands WS9 0BW

***GUIDE PRICE:**

£90,000 PLUS (plus fees)

Situated within a short walk of Aldridge village with all facilities provided, this Victorian mid terraced property will make an ideal purchase for first time buyer or investor. In need of some remedial modernisation the property is located in a popular and sought after residential area and internal viewing of the following is recommended.

Description:

Ground Floor: Lounge 3.6m x 3.4m having window to front, laminate floor covering and stairs to first floor off, Doors leads to inner Hallway with access to cellar, and door to Breakfast Kitchen 3.96m x 3.6m having tiled floor, sink unit with drainer, oven and gas hob, wall cupboards, window to rear and door to outside. on the first floor

First Floor: Landing provides access to, Bedroom One (FRONT) 3.6m x 3.4m, Bedroom Two (REAR) 3.96m x 2.2m, Bathroom with panel bath, Wash hand basin and W.C.,

Buyer Premium: A buyers premium of £720.00 (£600.00 + VAT) will be charged for this lot.

Viewing: Jan 29th 3pm Feb 5th 3pm Feb 12th 3pm Feb 15th 12pm

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)

388 Walsall Wood Road, Aldridge, Walsall, West Midlands WS9 8HL

***GUIDE PRICE: £160,000 PLUS** (plus fees)



Residential

Traditionally styled semi detached property situated in a sought after popular residential area making an ideal purchase for owner occupation or investment.

Extended at ground floor level, the property enjoys gas central heating via a Glow Worm boiler and uPVC double glazing throughout and is conveniently located within a short distance of Aldridge Village.

Set back from the road behind a deep driveway with off street parking, the property also has a good size enclosed rear garden and comprises of the following accommodation:-

Description:

Ground Floor: Reception Hall with stairs off, door leads to Lounge 4.09m x 3.6m with laminate floor covering, full height picture window to front and feature fireplace leading into Dining Area 5m x 2.6m with laminate floor covering, window to side and access to cupboard. Kitchen 2.8m x 2.5m with sink unit with mixer tap and base units beneath, range of base units, part tiling to wall, double glazed window to rear and door to outside. Door leads from Dining Room to

Tenure: Freehold

Local Authority: Walsall Metropolitan Borough Council

Solicitors: TBC

Energy Performance Certificate (EPC): D

Lobby/Utility and door leads to Shower Room with tiled cubicle, wash hand basin, low level w.c., tiled walls and double glazed window to rear.

First Floor: Bedroom one (front) 3.5m x 2.9m with fitted wardrobes and airing cupboard housing boiler, Bedroom Two (rear) 3.42m x 2.4m, Bedroom Three (rear) 2.5m x 2.3m.

Outside: Driveway to front and enclosed rear garden.

Buyers Premium: A Buyers Premium of £600.00 inc vat will be charged for this lot in addition to our usual admin fee of £995.00.

Viewings: 16th January 12:45pm, 25th January 11am, 30th January 12:45 pm, 6th February 12:45pm, 14th February 12:45pm

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: See Legal Pack
Local Authority: Wolverhampton City Council
Energy Performance Certificate (EPC): Current Rating E

Residential for improvement

4

**579 Parkfield Road,
Wolverhampton, WV4 6EL**

***GUIDE PRICE:**

£10,000 PLUS (plus fees)

This three-bedroom end terrace property is a brick construction under a pitched tiled roof. Internally the accommodation provides two reception rooms, kitchen, separate W.C., bathroom and three bedrooms. The loft has been converted to allow for a fourth bedroom, however, we cannot confirm that this has been completed with relevant planning approval. At the front, of the property, there is a small courtyard and a garden to the rear which is extremely overgrown with vegetation. The property is fully furnished and is to be sold as seen. With all amenities close at hand the property is located on Parkfield Road (A4039) between Windsor Road and Martin Street.

Description:

Viewings: By appointment through the auctioneers - 0121 289 3838

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: Freehold
Local Authority: Birmingham City Council
Solicitors: Mr Ranjit Bhogal, HCB Hadens, 20 Lichfield Street, Walsall, WS1 1TJ. Tel: 01922 720000.
Energy Performance Certificate (EPC): Current Rating F

Residential For Improvement

5

**17 Turnberry Road, Great Barr,
Birmingham, B42 2HP**

***GUIDE PRICE:**

£50,000PLUS (plus fees)

Situated in the popular sought after Perry Beeches residential area, with all amenities within close walking distance, set back from the road behind a fore garden and having a good sized rear garden this traditional semi detached property is in need of full modernisation and briefly comprises two reception rooms, kitchen, bathroom and three bedrooms.

Description:

Ground Floor: Having Hallway, Lounge (4.02m x 3.22m), Dining Room (3.63m x 2.94m) and Kitchen (2.67m x 1.87m) and lean to (2.36m x 3.86m).

First Floor: Having bedroom one (3.92m x 2.96m), bedroom two (3.64m x 2.94m), bedroom 3 (2.11m x 1.89m), Bathroom (1.83m x 1.87m)

Outside: Fore and rear garden.

Viewings: 30th Jan 10:45am, 6th Feb 10:45am, 8th Feb 9:00am, 14th Feb 10:45am, 17th Feb 10:45am

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Residential

37 Tintern Crescent, Bloxwich, Walsall, West Midlands WS3 2SP

***GUIDE PRICE:**

£50,000 PLUS (plus fees)

Situated on the popular Mossley Estate is this three bedroom terraced property. The property which is ideally suited to either a potential homeowner or investor is close to all local amenities and briefly comprises:

Description:

Ground Floor: Lounge (4.55m x 3.78m), Dining Room (5.97m x 3.33m), Kitchen (3.91m x 3.2m) and Guest W.C.

First Floor: Master Bedroom (4.24m x 3.23m), Bedroom Two (3.45m x 2.92m), Bedroom Three (2.64m x 2.44m) and Family Bathroom.

Outside: At the rear of the property, there is a paved surface enclosed with fencing.

Viewings: By appointment through the auctioneers - 0121 289 3838

Tenure: Freehold

Local Authority: Walsall Metropolitan Borough Council

Solicitors: Samantha Jones SCJ Solicitors Unit 1 & 3, 38-40 High St Gwynedd LL55 Tel: 0128 66 77 897.

Energy Performance Certificate (EPC): Current Rating C

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page

Property Types for Auction

There are many different types of property that sell well at Auction, and if you have one that falls into any of these categories you certainly should consider the Auction route. Check through the list below, and if you find a match, then give Auction House a call.



Properties for Improvement



Mixed Use Properties



Tenanted Properties



Commercial Investments



Residential Investments



Unique Properties



Development Propositions



Amenity Land and Other Property



Building Land

0121 289 3838 (Birmingham)
birmingham@auctionhouse.co.uk

15 Farndale Avenue, Wolverhampton, West Midlands WV6 0TA

***GUIDE PRICE: £130,000 PLUS** (plus fees)



Residential

Situated in a popular residential area within Wolverhampton is this 3 bedroom link detached property. The property which is in walking distance to two local schools offers great potential for either an investor or homeowner. With all amenities close at hand the property comprises:

Description:

Ground Floor: Lounge (4.7m x 3.3m), Downstairs bedroom (2.5m x 2.5m), W.C. (1.1m x 1.4m), Kitchen (3.9m x 2.1m).

First Floor: Bedroom Front (4.8m x 3.6m), Bedroom Two (3.5m x 2.1m), Bedroom Three (3.5m x 2.6m) and Bathroom (1.7m x 1.9m)

Outside: At the front of the property, there is a driveway leading to a garage. Both provide off road parking for the property. At the rear of the property, there is a slabbed surface.

Viewings: By appointment through the auctioneers – 0121 289 3838

Tenure: See Legal Pack

Local Authority: Wolverhampton City Council

Solicitors: Woodhouse & CO, 25 Lichfield St, Walsall, WS1 1TJ, Tel: 01922 612523

Energy Performance Certificate (EPC): Current Rating TBC



Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

281 Quinton Road, Birmingham, West Midlands B17 0RB

*GUIDE PRICE: **£230,000 PLUS** (plus fees)



Situated in a popular residential location within Harbourne is this three bedroom semi-detached property. The property which is an ideal purchase for an investor is in need of modernisation and with all amenities close at hand it comprises:

Description:

Ground Floor: Lounge (4.6m x 3m), Rear Reception room (3.6m x 3.6m), Kitchen (3.5m x 3.4m).

First Floor: Bedroom One (3.5m x 4.5m), Bedroom Two (3.2m x 3.6m), Bedroom Three/ Office (2.4m x 1.9m), Bathroom (2.5m x 2.5m)

Outside: At the front of the property, a small garden and driveway which is providing off road parking. At the rear of the property, there is a garden.

Viewings: By appointment through the auctioneers – 0121 289 3838

Buyers Premium: A buyers premium of £1,140 inc V.A.T. (£950 Plus V.A.T.) is applicable on this lot.



Tenure: See Legal Pack

Local Authority: Birmingham City Council

Solicitors: Optima Legal, Hepworth House, Claypit Lane, Leeds, LS2 8AE, Tel: 0344 571 3834

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: Freehold

Local Authority: Birmingham City Council

Solicitors: Ranjit Bhogal HCB, HCB Solicitors Ltd, 20 Lichfield Street, West Midlands, Walsall, WS1 1TJ. Tel: 01922720000.

Energy Performance Certificate (EPC): Current Rating D

Residential For Improvement

9

27 Brockwell Road, Great Barr, Birmingham, B44 9PF

***GUIDE PRICE:**

£50,000 PLUS (plus fees)

Situated in a popular residential area, with all amenities close at hand this traditional semi detached property, offers gas central heating (not tested) and is mostly double glazed whilst offering a blank canvass to be further modernised. Set back from the road behind a fore garden and with good sized rear Garden the property comprises:

Description:

Ground Floor: Having Lounge (4.11m x 3.8m), Kitchen (3.45m x 2.6m), Shower Room

First Floor: Having Bedroom one (front) (5.35m x 3.14m), Bedroom Two (Rear) (3.3m x 2.8m) and Bedroom Three (rear) (2.4m x 2.4m).

Outside: Having Fore and rear Gardens.

Viewings: 17th January 1 PM, 22nd January, 30th January 11:30 AM, 6th February 11:30 AM, 14th February 11:30 AM

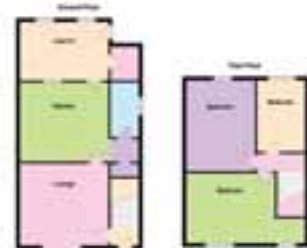
Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Tenure: See Legal Pack

Local Authority: Cannock Chase District Council

Solicitors: TLT Solicitors, 1 Redcliff Street, Bristol, BS1 6TP, Tel: 01179 178907

Energy Performance Certificate (EPC): Current Rating D

Residential for improvement

10

142 Longford Road, Cannock, West Midlands WS11 0LD

***GUIDE PRICE:**

£80,000 PLUS (plus fees)

Situated in a popular residential area within Cannock this three bedroom semi-detached property is ideally suited towards an investor. The property is in need of modernisation throughout and with all amenities close at hand comprises:

Description:

Ground Floor: Lounge (3.6m x 4.2m), Kitchen (3.1m x 3.4m), Bathroom (2.5m x 1.6m), Rear Lean-To (2.4m x 3m).

First Floor: Bedroom One (3.6m x 3.6m), Bedroom Two (3.2m x 2.6m), Bedroom Three (2.3m x 2.2m)

Outside: At the front of the property, there is a garden and driveway providing off-road parking. To the rear of the property, there is a garden.

Viewings: 15th January 12pm, 25th January 12pm, 29th January 12pm, 5th February 12pm, 13th February 12pm

Buyers Premium: A buyers premium of £850 + V.A.T. (£1020 Inc V.A.T.) is applicable on this lot.

EPC Rating: D

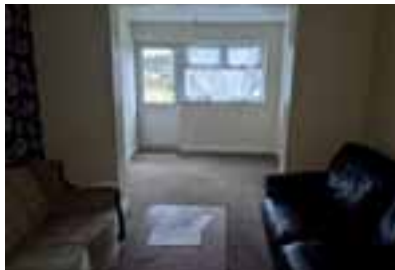
Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Tenure: See Legal Pack

Local Authority: Wolverhampton City Council

Solicitors: TLT Solicitors, 1 Redcliff Street, Bristol, BS1 6TP, Tel: 01179 178907

Energy Performance Certificate (EPC): Current Rating D

Residential

11

58 Dixon Street, Wolverhampton, West Midlands WV2 2BJ

***GUIDE PRICE:**

£72,500 PLUS (plus fees)

Situated in a popular residential area of Wolverhampton this three bedroom semi-detached property is in need of modernisation. The property is ideally suited towards an investor and with all amenities close at hand comprises:

Description:

Ground Floor: Lounge (3.9m x 3m), Kitchen (5.1m x 1.9m), Rear Reception (6.3m x 3m).

First Floor: Bedroom One (3.3m x 3m), Bedroom Two (3m x 3.6m), Bedroom Three (2.3m x 1.8m) Bathroom (2.4m x 1.7m)

Outside: At the front of the property, a small garden and there is a driveway providing off road parking. The driveway also leads down the side of the property to the rear where there is a garden.

Viewings: 17th January 12pm, 22nd January 12pm, 27th January 12pm, 4th February 12pm, 12th February 2pm

Buyers Premium: A buyers premium of £1020 inc V.A.T. (£850 + V.A.T.) is applicable on this lot.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/birmingham

[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Wolverhampton City Council

Solicitors: Mr Ranjit Bhogal, HCB Hadens, 20 Lichfield Street, Walsall, WS1 1TJ. Tel: 01922 720000.

EPC: D

Residential

12

22 Elmdon Road, Wolverhampton, West Midlands WV10 6XJ

***GUIDE PRICE:**

£50,000 PLUS (plus fees)

Situated in the town of Oxley just outside Wolverhampton is this three bedroom semi-detached property. The property is ideally suited towards both a potential homeowner or investor. With all amenities close at hand the property comprises:

Description:

Ground Floor: Lounge (3.7m x 4.2m), Dining Room (3.6m x 2.6m), Kitchen (3.1m x 2.6m), Rear lean to (2.5m x 2.9m).

First Floor: Bedroom One (3.5m x 3.4m), Bedroom Two (3.7m x 2.6m), Bedroom Three (2.9m x 2.2m), Bathroom (1.7m x 2.6m)

Outside: At the front of the property, there is a garden and driveway and to the rear, there is a well-sized garden.

Viewings: 14th January 12pm, 21st January 12pm, 28th January 12pm, 3rd February 12pm, 11th February 12pm.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)

13

Residential

36 Croftleigh Gardens, Kingslea Road, Solihull, B91 1TG

*GUIDE PRICE:

£100,000 PLUS (plus fees)

This immaculately maintained second floor flat, is situated on the corner of Kingslea Road Blossomfield Road on the outskirts of Solihull with all facilities close at hand. With the benefit of upvc double glazing the property offers spacious, well planned accommodation, which has recently been reroofed would make an ideal buy to let.

Set amongst well laid out communal Gardens the accommodation comprises Reception Hall with double storage cupboard and access to

Accommodation: Lounge 4.9m x 3.5m with feature fireplace, window and door to Balcony, Kitchen 2.5m x 2.2m with range of units and window to Balcony, Bedroom 1 3.5m x 3.3m with double wardrobe and window, Bedroom 2 2.7m x 3.3 with double wardrobe and window and Bathroom with coloured suite comprising bath, wash hand basin and W.C.

Outside: Garage in separate block.

Viewings: Please call Auction House Birmingham on 0121 289 3838 to arrange a viewing

Buyers Premium: A buyers premium of £900 including VAT (£750+VAT). Buyers premium is applicable on this lot.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: Leasehold

Local Authority: Solihull Metropolitan Borough Council

Solicitors: Oliver Taman, Wilsons Solicitors, 20 The Grove, Ilkley, LS29 9EG, Tel: 01943 602998

EPC: E

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*Description on Auction Information page

14

Residential

Flat 2, The Manse, Church Road, Lye, Stourbridge, DY9 8LS

*GUIDE PRICE:

£35,000 PLUS (plus fees)

Set in a quiet location along a gated private driveway, this ground floor flat is situated in the former church Manse. Within a short of Lye town centre with all facilities provided the property has the benefit of gas central heating (not tested) and is in need of some improvement.

Ideal for an investor the property comprises

Description:

The Accommodation: Front door leads off the Communal Hallway to Kitchen 3.66 x 3.2m with range of units, built in oven and hob (not tested).

Lounge 4.17m x 3.66 with windows to side.

Inner Hallway to

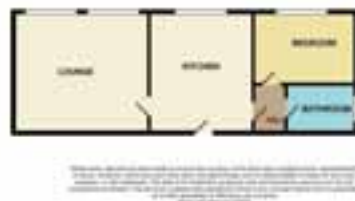
Bedroom 3m x 2.6m with window to side.

Bathroom with matching white suite.

Outside: Communal Grounds.

Buyers Premium: A buyers premium of 1140 INC V.A.T. (£950 + V.A.T.) is applicable on this lot.

Viewings: Viewing By appointment with Auctioneers 0121 289 3838



Tenure: Leasehold

Local Authority: Dudley Metropolitan Borough Council

Solicitors: TLT - LBG Solicitors, Tel: 0333 006 0461.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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*Description on Auction Information page



Residential Investments

**10 All Saints Road, Wednesbury, West Midlands
WS10 9LL**

***GUIDE PRICE:**

£82,000 PLUS (plus fees)

Residential

Situated in a popular residential area within Wednesbury is this three bedroom end terraced property. The property is currently let on an Assured Shorthold Tenancy and we are advised the rental income is £600 per calendar month, the property is therefore ideally suited to an investor. The property has all amenities amenities close at hand comprises:

Description:

Ground Floor: Reception room one (3.35m x 3.35m), Reception Room Two (3.35 x 3.35m) Kitchen (4.8m x 2.43m), Bathroom (2.43m x 1.5m)

First Floor: Bedroom One (3.35m x 3.38m), Bedroom Two (3.59m x 2.4m), Bedroom Three (2.43m x 1.82m)

Outside: At the rear of the property, there is a garden as well as a rear garage (4.5m x 2.43m)

Viewings: By appointment through the auctioneers - 0121 289 3838

Buyers Premium: A buyers premium of £2400 inc vat (£2000 plus vat) is applicable on this lot.



Tenure: See Legal Pack

Local Authority: Walsall Metropolitan Borough Council

Solicitors: Mr Haque, Haque and Hausman Solicitors, 1st Floor 149 Beaconsfield Street Newcastle Upon Tyne NE4 5JQ, Tel: 0191 272 5197

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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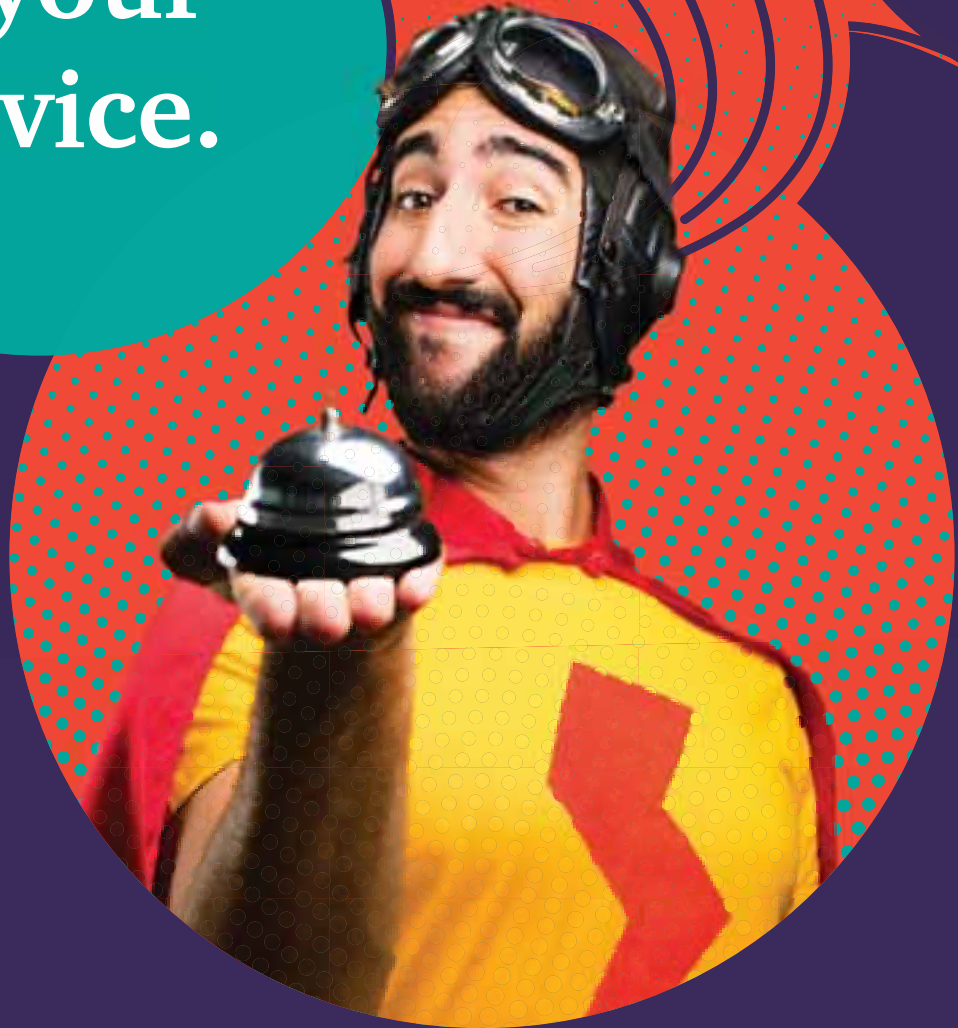
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Hill Crest, 33 Skip Lane, Walsall, West Midlands WS5 3LL

***GUIDE PRICE: £380,000 PLUS** (plus fees)



Situated in one of Walsall's most prestigious and sought after locations, this traditional detached family home is in need of improvement and modernisation, with many of its original features, including Inglenook fireplace to the lounge, the property lends itself to redevelopment to both side and rear.

All amenities are close at hand and access to Junction 7 of the M6 makes commuting to the West Midlands conurbation convenient. The spacious well proportioned accommodation comprises:-

Description:

Ground Floor: Enclosed Porch, Reception Hall with stairs off, Lounge 4.2m x 3.66m with feature inglenook fireplace and double French doors leading onto attractive rear gardens. Dining Room 4.4m max x 3.7m, Kitchen 3.14m x 2.98m, Lobby with access to W.C., Useful Store, Garage and Outside.

First Floor: Landing with airing cupboard housing gas central heating boiler, provides access to Bedroom One (front) 4.5m x 3.77m, Bedroom Two (rear) 4.1m x 3.3m, Bedroom Three (rear) 3m x 3m, Bathroom. **Outside:** Large Garage 4.1m x 4.3m. To the front, the property is set back from the road behind a lawned foregarden flanked by a driveway. Side gated access leads to extensive rear garden with patio area, mature lawns with trees and shrubs with Merriens Wood beyond.

Buyers Premium: A buyers premium of £900.00 inc VAT will be charged for this lot in addition to our usual administration fee of £995

Viewing: 31st January @ 10.30 am, 5th February at 2.30 pm, 13th February @ 2.30 pm, 18th February @ 10.30 am



Tenure: See Legal Pack

Local Authority: Walsall Metropolitan Borough Council

Solicitors: Mrs Kerry Hunt, Enoch Evans, St Paul's Chambers, 6-9 Hatherton Road, Walsall, WS1 1XS. Tel: 01922 720333.

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



Tenure: See Legal Pack

Local Authority: Worcestershire County Council

Solicitors: Martin Issacs GLP Solicitors, 9 Fairfax Road, Prestwich, Manchester, M25 1AS. Tel: 0161 773 8626.

Energy Performance Certificate (EPC): Current Rating F

Residential for improvement

17

225 Chester Road North, Kidderminster, DY10 1TH

***GUIDE PRICE:**

£110,000 PLUS (plus fees)

Victorian end terraced property, situated in a popular sought after area of Kidderminster, opposite Kidderminster Victoria Cricket Ground is within a short distance of Kidderminster Town Centre, with all facilities provided. The property is in mid renovation and requires further work to bring it to a habitable status.

The spacious well planned accommodation provides an ideal project for a builder and comprises:-

Description:

Ground Floor: Reception Hall with stairs off, Lounge 3.4m x 3.3m, Dining Room 3.4m x 3.3m, Inner Hallway, Breakfast Room 2.4m x 3m, Kitchen 3.4m x 2.3m with new units, W.C.

First Floor: Bedroom One (front) 4.6m x 3.3m, Bedroom Two (rear) 3.4m x 3m, Bathroom 3.4m x 1.5m with new white suite, central heating boiler (not tested).

Second Floor: Attic Room 4.6m x 3.8m

Outside: Fore and Rear Gardens

Buyers Premium: A Buyer Premium of £900.00 inc vat will be charged for this lot in addition to our usual Administration Fee

Viewing: By appointment through Auctioneers on 0121 289 3838

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Land

18

Land Adjacent to 1 Woodside Road, Walsall, West Midlands WS5 3LS

***GUIDE PRICE:**

£100,000 PLUS (plus fees)

Situated in one of one Walsall's most prestigious and sought after area, this freehold building plot has outlined Planning Permission for the erection of a dormer bungalow (Planning Reference: 180976 Walsall MBC).

The bungalow will be approached over a shared driveway and will have a gross internal floor area of approximately 90 Square Metres (968 square feet)

The proposed accommodation comprises:

Description:

Ground Floor: Reception hall, open plan Lounge/Dining Room/Kitchen, Bedroom and Bathroom.

First Floor: Bedroom and Bathroom.

Outside: Gardens with two parking spaces

Buyers Premium: A buyers premium of £900.00 (£750 +VAT) will be charged for this lot in addition to our usual administration fee.

Viewings: Site is open for viewing.



Tenure: Freehold

Local Authority: Walsall Metropolitan Borough Council

Solicitors: HCB Solicitors, 679 Warwick Rd, Solihull, B91 3DA. Tel: 0121 705 2255.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Sandwell Metropolitan Borough Council

Solicitors: Mr Ranjit Bhogal, HCB Hadens, 20 Lichfield Street, Walsall, WS1 1TJ. Tel: 01922 720000.

Energy Performance Certificate (EPC): Current Rating D

Residential for improvement

19

3 Bush Road, Tipton, West Midlands DY4 8LB

***GUIDE PRICE:**

£50,000 PLUS (plus fees)

Situated in a popular location, this traditionally styled semi detached property offers well planned accommodation and is conveniently located for all amenities. Set back behind driveway with off street parking, the property has a good size enclosed rear garden and comprises of the following:-

Description:

Ground Floor: Entrance Hall, Lounge 4.11m x 4.11m, Dining Room 4.11m x 2.56m, Kitchen 5.00m x 2.49m, Downstairs Cloakroom.

First Floor: Bedroom One (front) 4m x 3m, Bedroom Two (Rear) 3.28m x 2.54m, Bedroom Three (front) 2.79m x 2m, Bathroom

Outside: Fore and Rear Gardens, Garage

Viewing: 14th January 11am, 21st January 11am, 28th January 11am, 3rd February 11am, 11th February 11am.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: See Legal Pack

Local Authority: Birmingham City Council

Solicitors: Oliver Taman, Wilsons Solicitors, 20 The Grove, Ilkley, LS29 9EG. Tel: 01943 602998.

Energy Performance Certificate (EPC): Current Rating E

Residential

20

187 Highbury Road, Kings Heath, Birmingham, B14 7QS

***GUIDE PRICE:**

£180,000 PLUS (plus fees)

A two bedroom end terraced property with loft room it has no upward chain and is need of modernisation throughout. The accommodation comprises, hallway, through lounge/dining room, dining room, kitchen, wet room, two bedrooms and bathroom to first floor and loft room on second floor. Mature rear garden. Located close to Kings Heath High Street close to all local amenities including parks, shops, restaurants and schools.

Description:

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

First Floor: Two Bedrooms, Bathroom

Third Floor: Bedroom

Outside: Rear Garden

Buyers Premium: A Buyers Premium of £900.00 inc vat is applicable to this lot in addition to our usual Administration Fee.

Viewing: By appointment through Auctioneers on 0121 289 3838

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: Leasehold
Local Authority: Walsall Metropolitan Borough Council
Solicitors: Jennings Perks, 3 High Street, Aldridge, Walsall, WS9 8LX. Tel: 01922 459000.
Energy Performance Certificate (EPC): Current Rating E

21

Residential Investments

12 Yemscroft Flats, Lichfield Road, Rushall, Walsall, WS4 1EE

***GUIDE PRICE:**

£50,000 PLUS (plus fees)

This purpose built flat, offers spacious well planned, double glazed accommodation, set in a popular block on the Lichfield Road between Walsall and Rushall. Currently let on an Assured Shorthold Tenancy for 12 months, dated 28th June 2019 at £495pcm, the property benefits from an extended lease. We understand that the property will shortly benefit from the installation of gas fired central heating and we assume it comprises (at the this time we have not yet inspected the property)

Description:

The Accommodation: Reception Hall, Lounge (4.8m x 3.96m), Kitchen (2.54m x 2.41m), Inner Hallway, Bedroom One (3.68m x 3.63m), Bedroom Two (3.35m x 2.72m) and Bathroom. Outside Garage in separate block, Communal Gardens.

Viewings: Viewing by courtesy of the tenant via the Auctioneers 0121 289 3838

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: Leasehold
Local Authority: Birmingham City Council
Solicitors: TLT Solicitors, 1 Redcliff Street, Bristol, BS1 6TP. Tel: 01179 178907.
Energy Performance Certificate (EPC): Current Rating C
Viewings: By appointment through the auctioneers - 0121 289 3838

22

Residential

Apartment 8, 53 Shirley Road, Acocks Green, Birmingham, B27 7XU

***GUIDE PRICE:**

£110,000 PLUS (plus fees)

This is a spacious, modern style property situated on the ground floor and located close to all local transport links and amenities. The property briefly comprises: security entrance leading to an entrance lobby with accommodation comprising: entrance, hallway, open-plan lounge & kitchen, two bedrooms, one en-suite shower room and separate bathroom. Outside there are communal gardens with an allocated parking space to the rear. The property benefits from central heating and double glazing (both where specified).

Description:

The Accommodation: Entrance Hallway, Open Plan Lounge - 5.26m x 4.78m, Open Plan Kitchen - 2.57m x 2.44m, Bedroom One - 2.74m x 2.54m, Bedroom Two - 3.38m x 2.84m, En-Suite Shower Room and bathroom.

Further information: Lease - has approximately 141 years remaining (Management Company: Suite One, Network House, Oxon, Shrewsbury SY3 5AB).

Ground Rent -We understand is currently £150 pounds per annum (subject to review)

Service Charge - We understand this is currently £870.73 per annum. Insurance premium is £114.93 per annum.

Buyers Premium: A buyers premium of £1140 INC V.A.T. (£950 + V.A.T.) is applicable on this lot.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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Tenure: See Legal Pack
Local Authority: Birmingham City Council
Solicitors: TBC
Energy Performance Certificate (EPC): Current Rating C

23

Residential

Apartment 438, Southside, St. John's Walk, Birmingham, B5 4TP

***GUIDE PRICE:**

£140,000 PLUS (plus fees)

Situated within the Chinese Quarter in Central Birmingham is this second-floor two-bedroom apartment. The apartment which comes with allocated parking and communal gardens is close to all amenities and briefly comprises:

Description:

Accommodation: Entrance hall leading to Lounge/Kitchen (5.82m x 5.87m max), Master Bedroom (4.37m x 2.84m) Bedroom Two (3.81m max x 3.58m) and Bathroom (2.4m x 1.6m).

Viewings: By appointment through the auctioneers - 0121 289 3838

Buyers Premium: A buyers Premium of £900 inc V.A.T. (£750 Plus V.A.T.) is applicable on this lot.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: See Legal Pack
Local Authority: Sandwell Metropolitan Borough Council
Solicitors: Optima Legal, Hepworth House, Claypit Lane, Leeds, LS2 8AE. Tel: 0344 571 3834.
Energy Performance Certificate (EPC): Current Rating F

24

Residential

Flat 20, Unett Court, St. Matthews Road, Smethwick, B66 3TN

***GUIDE PRICE:**

£32,000 PLUS (plus fees)

Residential

Ideally suited for an investor, this purpose-built studio apartment is conveniently located. Set in a popular location, the property has not been inspected by the Auctioneers but we are advised that it comprises:-

Description:

Accommodation: Entrance Hall, Kitchen, Bathroom and Bedroom.

Outside: The building comes with secure gated parking.

Viewings: By appointment through the auctioneers - 0121 289 3838

Buyers Premium: A buyers premium of £900 Inc V.A.T. (£750 + V.A.T.) is applicable on this lot.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Walsall Metropolitan Borough Council

Solicitors: Mrs Kerry Hunt, Enoch Evans, St Paul's Chambers, 6-9 Hatherton Road, Walsall, WS1 1XS. Tel: 01922 720333.

Energy Performance Certificate (EPC): Current Rating D

25

Residential

10 Irvine Road, Bloxwich, West Midlands WS3 2EA

***GUIDE PRICE:**

£85,000 PLUS (plus fees)

Conveniently located just off Sommerfield Road, within easy access of Bloxwich town centre with all facilities provided, this extended, semi detached property is predominantly double glazed and has gas fired central heating.

In need of some improvements the property would make an ideal purchase for an investor and benefits from a corner plot with off street parking.

Internal viewing is recommended to appreciate the following well planned accommodation

Description:

Ground Floor: Reception Hall, with stairs off and door to Dining Room 2.86m x 2.56m with window to rear and door to Lounge 6.13m x 3.22 with patio doors to rear Garden and window to front.

Kitchen 4.56m x 2.6 (max) range of units and door to front. A rear door leads to Lobby 2.7m x 1.6m with door to outside and access to Useful Store Room 2.7m x 1.6m. **First**

Floor: Landing leads to Bedroom 1 (front) 4.96m x 2.95m Bedroom 2 (rear) 3.58m x 2.8m Shower Room with shower cubicle, wash hand basin and W.C. **Buyers premium:** A buyers premium of £600 Inc VAT (£500 + V.A.T.) is applicable on this lot. **Viewings:** 6th February 1:45pm, 12th February 11:15am, 14th February 1:45pm, 17th February 3pm

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Walsall Metropolitan Borough Council

Solicitors: Mr Ranjit Bhogal, HCB Hadens, 20 Lichfield Street, Walsall, WS1 1TJ. Tel: 01922 720000.

EPC Rating: C

26

Residential For Improvement

21 Moorland Road, Bloxwich, Walsall, West Midlands WS3 2PX

***GUIDE PRICE:**

£50,000 PLUS (plus fees)

Residential

Situated in a popular residential area within Bloxwich is this three-bedroom townhouse. This spacious modern home is in need of modernisation. With gas central heating and double glazing already fitted the property briefly comprises:

Description:

Ground Floor: Front Lounge (4m x 3.8m), Kitchen (3.8m x 3.65m), W.C. (1.7m x 1.)

First Floor: Bedroom One (4.3m x 2.8m), Bedroom Two (3.2m x 1.8m), Bedroom Three (2.9m x 3.5m), Bathroom (1.8m x 1.7m)

Outside: At the front of the property, there is a small garden and to the rear, there is also a garden.

Viewings: 14th January 1pm, 21st January 1pm, 28th January 1pm, 3rd February 1pm, 11th February 1pm.

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

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[*Description on Auction Information page](#)



Tenure: See Legal Pack

Local Authority: Birmingham City Council

Solicitors: Optima Legal, Hepworth House, Claypit Lane, Leeds, LS2 8AE. Tel: 0344 571 3834.

EPC: D

Residential for improvement

27

66 Wilson Road, Handsworth, Birmingham, B19 1LT

***GUIDE PRICE:**

£80,000 PLUS (plus fees)

Situated in a popular residential area on the outskirts of Handsworth, this traditionally styled Victorian, mid-terraced residence has Double Glazing and Gas Fired central heating (Not Tested) In need of some modernisation internal viewing to appreciate the potential is recommended.

Description:

Ground Floor: Small fore garden. Front door leads to: Lounge (3.6m x 3.5m) door leads to inner Hallway with under stair cupboard, door leads to Dining Room (3.6m x 3.5m) with window to rear, door leads to Kitchen (2.8m x 1.8m) with sink unit wash hand basin and wall units, and door to Outside.

First Floor: Staircase leads to Landing, provides access to Bedroom One (front) (3.6m x 3.5m), Bedroom Two (Rear) (2.6m x 3.5m), Bathroom with matching white suite, Bath wash hand basin and W.C.

Outside: To the rear is an enclosed garden.

Buyers Premium: A buyers premium of £900.00 including VAT (£750.00) will be charged for this lot in addition to our usual administration fee.

Viewings: 6th February 10am, 14th February 10am, 17th February 11:45am,

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/birmingham

[*Description on Auction Information page](#)



Residential for improvement

27a

52 Melbourne Avenue, Lozells, Birmingham, West Midlands B19 2HY

***GUIDE PRICE:**

£75,000 PLUS (plus fees)

Residential For Improvement.

Making an ideal purchase for first time buyer or investor this mid-terraced property offers spacious double glazed accommodation with gas fired central heating (NOT TESTED) and is conveniently situated for all amenities. In need of some basic modernisation the property comprises:

Description:

Ground Floor: Carport (5.3m x 3.6m), Front door leading to Reception Hall with stairs to first floor off. First floor landing provides access to Lounge (5.3m x 3.6m) with window to front, Kitchen (3.6m x 4.18m) with sink unit, range of base and wall units, window to rear and door to Outside.

Second Floor: Stairs case leads to Landing providing access to Bedroom one (front) (3.6m x 3.6m), Bedroom Two (rear) (3.6 x 3.2), Bathroom and Separate W.C.

Outside: Ground floor Carport, accessed from the Kitchen is a rear Garden.

Buyers Premium: A buyers premium of £1140 inc VAT (£950.00 plus VAT) will be charged for this lot in addition to our usual administration fee

Viewings: By appointment through the auctioneers on 0121 289 3838

Tenure: See Legal Pack

Local Authority: Birmingham City Council

Solicitors: Walker Morris LLP, 12 King Street, Leeds, LS1 2HL.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

auctionhouse.co.uk/birmingham

[*Description on Auction Information page](#)

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104 Sutton Road, Walsall, West Midlands WS5 3AQ

*GUIDE PRICE: **£300,000 PLUS** (plus fees)

Residential

This large detached property which is set back off the popular Sutton road in Walsall. The property is in need of modernisation and would ideally be suited towards a potential homeowner or investor. With partial double glazing and gas central heating the property comprises:

Description:

Ground Floor: Lounge (5.7m x 3.7m), Kitchen (3.3m x 2.6m), Utility (1.9m x 3.2m), Dining Room (3.4m x 3.4m), Garage (4.7m x 5m)

First Floor: Bedroom One (5.7m x 3.7m), Bedroom Two (3.1m x 2.8m), Bedroom Three (3.1m x 3.4m), Bathroom (2.3m x 2.5m)

Outside: At the front of the property, there is a large driveway and to the rear of the property, there is a well-maintained garden.

Viewings: 16th January 12pm, 25th January 10:15am, 30th January 12pm, 6th February 12pm, 14th February 12pm.

Buyers Premium: A buyers premium of 0.5% plus V.A.T. is applicable on this lot.



Tenure: Freehold

Local Authority: Walsall Metropolitan Borough Council

Solicitors: Enoch Evans, St Paul's Chambers, 6-9 Hatherton Rd, Walsall, WS1 1XS. Tel: 01922 720333.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

49 Chester Road, Streetly, Sutton Coldfield, West Midlands B74 2HH

***GUIDE PRICE: £300,000 PLUS** (plus fees)



Chester road is a four bedroom detached bungalow and is bought to the market offering an excellent opportunity for modernisation and improvement. Set on a good sized plot, behind a deep fore garden with driveway for numerous cars leading to Garage, the property is situation in the heart of Streetly and in an ideal position for all local amenities.

Viewing of the site at the earliest opportunity is recommended to appreciate what it has to offer.

The property offers spacious living accommodation and benefits from:

Description:

Ground Floor: Entrance Hall, approached over steps, and off which radiates the following Lounge (4.59m x 4.35m) with bay window to front and window to side. Breakfast Room (3.97m x 3.04m) with window to rear and Access to useful Pantry. Kitchen (3.04m x 2.00m) with range of units, window to rear and

door to Verandah (12.5m x 1.97) with access to W.C, and door side door to Garden.

Bedroom One (rear) (3.97m x 4.63m)

Bedroom Two (side) (4.60m x 3.04m)

Bedroom Three (front) (3.49m x 3.40m) with bay window to front.

Bedroom Four (side) (3.97m x 2.89)

Outside: Garage approached via driveway, substantial fore and well stocked rear Garden.

Buyers Premium: A buyers premium of £900.00 inc VAT will be charged for this lot in addition to our usual administration fee of £995

Viewing: Saturday 25th Jan 1-2pm

Wednesday 29th Jan 3-4pm

Wednesday 5th Feb 2-3pm

Saturday 15th Feb 10-11am

Tuesday 18th Feb 3-4pm

Tenure: Freehold

Solicitors: RR Williams and Son, Warwick House, 9 High Street, Sutton Coldfield, Birmingham, B72 1XP. Tel: 0121 354 7870.

Local Authority: Walsall Metropolitan Council

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Administration Charge: £995 inc VAT payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

EDWARDS MOORE

THE ESTATE AGENCY



SCOTT SOUTHALL SALES MANAGER

With over 24 years residential property experience in estate agency and lettings. Scott has previously worked for leading independent and corporate agencies. Scott has gained a wealth of experience in negotiation and over the years managing successful offices in Four Oaks, Staffordshire and an area manager role covering the West Midlands. His wealth of local knowledge provides valuable assistance in helping and informing clients looking to buy or sell their home. Scott says "We employ the powers of listening and understanding and combine this with energy, ambition and a drive to achieve our client's goals and expectations. If you are considering selling please contact me.

Email scott@edwardsmoore.co.uk

CATHERINE MCKELT SENIOR SALES PROGRESSOR

Since joining the company in 1999 Catherine has covered all aspects of estate agency and has worked in both buoyant and challenging markets. Catherine works closely with the sales and management team and deals with the entire sales progression for Edwards Moore. Her demanding role involves liaising with purchasers, vendors, solicitors, surveyors as well as other estate agents involved in the chain. Catherine says "Since joining Edwards Moore there has been an immense amount of time spent on training and developing my skills. My team are extremely focused and together we are looking forward to developing the business and helping customers to discuss their property needs.

Email catherine@edwardsmoore.co.uk



SIAN EDWARDS SALES NEGOTIATOR

Sian joined the company at the beginning of 2018. Sian brings with her a wealth of experience having worked for a leading Willenhall estate agent and has lived in Walsall all life this enables her to provide expert advice for anybody wishing to buy or sell their home. Sian has in a short space of time demonstrated that through hard work and determination a high degree of property and auction sales can be achieved. She is keen to establish a professional career in the industry and she strives to be the best.

Email sian@edwardsmoore.co.uk

ROBERT PERFIT SALES NEGOTIATOR

Robert joined the company in 2017 as a sales negotiator and possesses a great deal of experience in management of sales departments and support administration staff. His role is arranging property valuations, viewings and overseeing a large portfolio of properties. Robert has a meticulous approach to estate agency and ensures the highest level of customer service are always been delivered. He has an infectious personality which allows him to deal with customers on all levels which is essential in estate agency.

Email robert@edwardsmoore.co.uk



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PLEASE NOTE: YOU WILL NOT RECEIVE THE NEXT CATALOGUE UNLESS YOU RE-SUBSCRIBE BY:

- **Completing this form and handing it to a member of the auction team, OR**
- **Posting it to us at: 49a Anchor Road, Aldridge WS9 8PT, OR**
- **Emailing us at birmingham@auctionhouse.co.uk**

Name:

Email:

Address:

Postcode:

Please tick one of the boxes below to indicate which method you would like to receive your catalogue:

☐

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(Available approx. 14 days prior to the auction date)

☐

Printed Catalogue

(Available approx. 7 days prior to the auction date)

Signature:

Date:

By completing and signing this form, you are consenting to receiving ongoing communications from Auction House Birmingham until you instruct us otherwise.

**AUCTION
HOUSE**
BIRMINGHAM &
BLACK COUNTRY

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address): Postcode:

Tel: Mobile:

Email:

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No.: Property Address:

My maximum bid (proxy bids only) will be: £

(amount in words):

DEPOSIT (tick as applicable)

☐

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £995.00 (£829.17 + VAT Administration Charge) plus Buyers Premium if applicable.

OR

☐

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £995.00 (£829.17 + VAT Administration Charge) plus Buyers Premium if applicable.

My cheque of £ payable to EDWARDS MOORE (amount if applicable)

I hereby authorise Auction House to undertake Proof of Identification checks using the information provided.

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed: Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property,
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, Edwards Moore, 49A Anchor Road, Aldridge WS9 8PT to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £995.00 (£829.17 +VAT) should be added to the deposit cheque or a separate cheque should be made payable to Edwards Moore.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

MEMORANDUM OF SALE



Property Address:

Lot No.

The Vendor:

The Purchaser:

Post Code:

Tel:

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and *conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £995.00 (£829.17 +VAT). plus Buyers Premium if applicable.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

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

GLOSSARY

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

AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

SALE CONDITIONS

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

IMPORTANT NOTICE

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

- take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- read the conditions;
- inspect the lot;
- carry out usual searches and make usual enquiries;
- check the content of all available leases and other documents relating to the lot;
- check that what is said about the lot in the catalogue is accurate;
- have finance available for the deposit and purchase price;
- check whether VAT registration and election is advisable;

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

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

GLOSSARY

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special 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 has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The auctioneers.

You (and your)

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

AUCTION CONDUCT CONDITIONS

A1 INTRODUCTION

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

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

A2 OUR ROLE

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

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

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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

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

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

A5 THE CONTRACT

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

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

A5.3 You must before leaving the **auction**:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any **special condition** to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A **special condition** may, however, require a higher minimum deposit.

GENERAL CONDITIONS OF SALE

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

G1. THE LOT

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

G2. DEPOSIT

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

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

G2.2 The deposit

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

G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat

the **contract** as at an end and bring a claim against the buyer for breach of contract.

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

G3. BETWEEN CONTRACT AND COMPLETION

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

- (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the **contract date** or assign to the buyer the benefit of any claim;
- and the buyer must on **completion** reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to **completion**.

G4. TITLE AND IDENTITY

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

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

- (a) The buyer may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the lot is registered land the seller is to give to the buyer within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the buyer.

G4.3 Unless otherwise stated in the **special conditions** the seller sells with full title guarantee except that (and the transfer shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the **contract**.

G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5. TRANSFER

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

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

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

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

G6. COMPLETION

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

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

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

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

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

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

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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G7. NOTICE TO COMPLETE

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

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

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

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

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

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

G8. IF THE CONTRACT IS BROUGHT TO AN END

If the contract is lawfully brought to an end:

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

G9. LANDLORD'S LICENCE

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

G10. INTEREST AND APPORTIONMENTS

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

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

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

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

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

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

G11. ARREARS

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and

(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

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

G12. MANAGEMENT

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

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

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

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

G13. RENT DEPOSITS

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

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

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

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

G14. VAT

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

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

G15. TRANSFER AS A GOING CONCERN

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

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

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

G16. CAPITAL ALLOWANCES

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

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

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

G16.4 The seller and buyer agree:

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

G17. MAINTENANCE AGREEMENTS

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

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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G18. LANDLORD AND TENANT ACT 1987

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

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

G19. SALE BY PRACTITIONER

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and

- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

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

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

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

G21. ENVIRONMENTAL

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

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

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

G22. SERVICE CHARGE

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

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

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

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

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

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

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

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

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

G23. RENT REVIEWS

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

G24. TENANCY RENEWALS

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. WARRANTIES

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

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

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

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

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

G26. NO ASSIGNMENT

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

G27. REGISTRATION AT THE LAND REGISTRY

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

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

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

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

G28. NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:

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

G28.3 A communication is to be treated as received:

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

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

G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

Going once...

The most suitable properties for auction include:

- ✦ Properties for improvement
- ✦ Tenanted properties
- ✦ Residential investments
- ✦ Development propositions
- ✦ Building Land
- ✦ Mixed use properties
- ✦ Commercial investments
- ✦ Unique properties
- ✦ Land (development or greenfield)
- ✦ Lock up garages

Auction dates:

2nd April 2020

4th June 2020

13th August 2020

8th October 2020

10th December 2020

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