

**Tuesday 15th March 2011**  
**Registration from 1.00 pm**  
**Auction start time 2.00 pm**

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**auCTION**

Members Suite (located in the main Pavilion)  
Lancashire County Cricket Club  
Talbot Road, Old Trafford, Manchester M16 0PX

## Market Watch



*Louise McDonald  
Auction Director*

It was with great sadness that I learnt recently of the passing of Howard Gooddie, our former charismatic and renowned auctioneer.

Back in December 2000, we were approached by Howard to see whether we were interested in acquiring the auction division of Longden and Cook as he was considering retiring. We struck up a deal and Howard continued to take the rostrum over the next few years, teaching myself and Nick about many aspects of the auction business.

In remembering Howard, it made me realise how far we have come since the start of Edward Mellor Auctions back in 1997.

Back then, as branch manager of our Levenshulme office, I approached the directors and suggested that, as we were acting as key holder for several other auctioneers, why didn't we consider undertaking them ourselves, and so Edward Mellor Auctions was born.

In our first sale, we offered thirteen lots ranging in price from £6000 for a two bedroom terraced house in Longsight, Manchester to the extortionate £37,000 for a three bedroom semi in Woodley, Stockport.

Things are very different today, I certainly don't spend eight Sunday afternoons a year like I used to, stuffing hundreds of catalogues into envelopes and sticking stamps on (along with several grumbling family members!)

I am immensely proud of the fact that in the seventeen years I have worked for Edward Mellor, whilst we have always been at the forefront of new technology, we have retained the ability to continue to offer a personal client driven business.

Good luck with your bidding, and as always my staff are on hand to help with any queries that you may have.



Howard Rowsley Gooddie  
1932 - 2011

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# notices to prospective buyers

1. These particulars are intended to give a brief description of the properties included in this auction. Appointments to view can be arranged via the Edward Mellor office specified. Prospective purchasers will be deemed to have inspected the property they are interested in before bidding.

Where the details state "External viewings only" there will be no access provided to the property either pre auction or between the auction and the completion date. We would recommend that lots which cannot be inspected, whatever the reason, might be unsuitable for buyers who do not regularly deal in such properties, as there is always the risk that they might not be exactly as described.

Access to the roof void, cellars and other hard to reach areas, whether or not there are ladders/steps present does not form part of the normal viewing process. Prospective buyers are advised to engage a surveyor to carry out these inspections. However, should the buyer wish to carry out these inspections then they do so entirely at their own risk, and accept full responsibility for any damage caused, and may be asked to sign a disclaimer.

2. The Auctioneers have not tested any apparatus, equipment, fittings or services so cannot verify that they are in working order. The buyer is advised to obtain his own verification. Any plans or photographs published are for the convenience of prospective purchasers and do not form part of any contract. Any items shown in the photographs are not necessarily included. No representation or warranty is made in respect of the structure of the property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be undertaken by a professionally qualified person prior to bidding. Reproduction of maps should not be assumed to be to any specific scale: boundaries and all area calculations should be assumed to be approximate. Purchasers who require finance in order to buy should ensure that they have an

unconditional offer from their lender before signing any contract.

3. The properties included in this catalogue are all to be offered for sale by Public Auction unless previously sold by private treaty. In order to prevent a wasted journey we advise that you should check the availability of properties with the Auction Department on sale day. Pre-auction offers will only be considered once they have been received IN WRITING by the Auction Department. They are then conveyed to the vendor in writing, and you will only be notified if the offer is acceptable. Should you not hear from us, it is safe to assume that your offer was rejected and the property is still going to auction. All pre-auction offers will be assumed to be your best and final offer and no guarantee can be given that you will be invited to increase your bid in the event of an alternative acceptable offer being received prior to exchange.

4. All properties are offered subject to the Common Auction Conditions, extra and special conditions, or by an addendum. You can find the Common Auction Conditions at the back of the catalogue. The extra and special conditions, along with addenda, are available for inspection by appointment with the Auction Department prior to sale day, or for one hour prior to the start of the sale at the venue. The legal documents on each individual property are also available for inspection on the same basis. These can be downloaded from our website - please follow the Auction link to the Online Catalogue download page. If you are unsure how to utilise this documentation, we **STRONGLY** recommend you take the advice of a solicitor before attending the sale, as all prospective purchasers will be deemed to have inspected these and made the usual precontract enquiries before bidding or signing contracts either pre- or post-auction. In particular we would recommend that enquiries be made of the relevant Local Authority, as the local searches that are given to us may not always contain up-to-date information regarding regeneration strategies and associated compulsory purchase schemes.

5. Intending purchasers are advised to check documentation and take advice upon the exact nature of domestic tenancies on properties in which they are interested prior to bidding. Tenants who occupy on Regulated Tenancies almost undoubtedly have their security of tenure protected. Others, on Assured Shorthold Tenancies, will only have limited protection. Would-be purchasers should assure themselves that the documentation has been completed as they expect, since the auctioneers were not a party to the original lettings and cannot therefore certify the descriptions as correct. Where the catalogue states that we are "awaiting sight of tenancies", buyers should check with us that these have been received prior to bidding on the property.

Please note that it is not always possible to arrange access for surveyors to inspect properties which are tenanted, and it is therefore imperative that prospective buyers who require finance enquire about access before bidding at auction.

6. Guide prices are provided as an opinion only and are not to be taken as the reserve price, which may or may not be the same as the guide. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept. This is agreed between the vendor and the Auctioneer. This is also confidential and not disclosed to any parties.

7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by Proxy. Forms may be found in the catalogue and these should be completed and returned to the Auctioneers together with a cheque representing 10% of your maximum bid (minimum £2,000), at least 48 hours before sale day.

8. The Auctioneers reserve the right to amend the lotting order at any time prior to the sale.

9. If there are any Addenda to the catalogue, these will be announced prior to the commencement of the sale and will be available in the Auction Room. Purchasers shall be deemed to purchase with full knowledge of this information.

10. On arrival at the auction you will be asked to complete a form, giving your name, address and telephone number and your solicitor's name, address and telephone number. In exchange you will receive a numbered bidding paddle from which we can identify you.

11. The auctioneer reserves the right to bid up to the reserve on behalf of the vendor.

12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving the Auctioneer's Clerk their name, address and solicitor's details. A deposit of 10% of the purchase price (minimum £2,000) is payable and completion usually takes place 28 days from the date of exchange. Deposits must be paid by banker's draft, building society cheque or bank counter cheque. Credit cards can be used subject to a surcharge of 2% (American Express not accepted). Personal cheques can be used if accompanied by two forms of identification (i.e. driving licence, passport or utility bill). Failure to do so may result in the property being re-offered for sale. Please note that any cheque returned unpaid by the bank, whether represented or not, will incur a charge of £25.00 which will be billed to the originator of the cheque.

13. A 0.5% Buyers Premium with a minimum of £495.00 (inclusive of VAT) will be payable by the Buyer or his/her agent for each lot purchased, at the same time as, and in addition to, the contractual deposit. This can be paid separately or added to the deposit.

14. Keys will not be released on any property until completion has taken place. Should keys be required before the agreed completion date, then the buyer will have to arrange the usual key undertaking via their own solicitor, or complete the sale early.

We hope that we have covered all the aspects usually encountered; however, the Auction Department will be pleased to assist with any other queries you may have. **Good luck!**

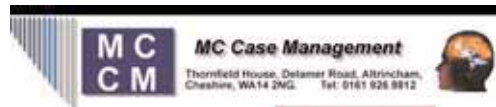
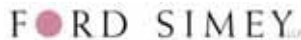
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## ..... and some of the letters we have received from our satisfied customers!

*"I was delighted with the auction result for my flat, especially as before the auction I had been on the verge of selling it privately for about half the sum it got at the sale! Thanks to Edward Mellor Auctions for their professional and efficient service, which I would recommend to anyone wanting to sell a property and with a minimum of fuss."*

*Mr L.B., Gwynedd*

*GUIDE: £35,000 SOLD AT: £80,500*

*"I would like to thank you for all your help and support through the sale and you did an excellent job on marketing the property." Miss D.H., Australia*

*Guide Price: £60,000*

*Sold at: £67,000*

"I just want to say thank you for your work today - you have no idea how happy you have made my family who have been waiting on the sale of this house for 4 years since my parents' death. The sale of the property gives us all the opportunity to move on. The fact that you managed to get a price £10k above the price we were happy with is a testament to you - I only wish we had come to you sooner. Thank you so much." Mr S.S., Manchester

**"Just had the call this has completed; many thanks, team for all your hard work and effort, we all do appreciate your help. Lou, thanks for your words of wisdom as without them we would not have achieved the price we ultimately attained."**

**Mrs A.H., Stockport**

"Might I also take this opportunity of thanking you, not only for your management of the property for the lengthy 2-year period until I was able to sell, but also for your sterling advice and manner of conduct of the sale which has led to the property being sold for £25,000 more than its value 2 years ago. I will certainly have no hesitation in using you again."

Mr L.T., Solicitor,  
Macclesfield

Guide: £125,000

Sold at: £165,000

**"We found your auction management very professional."**

**Mr B.W., Stockport**

**Guide: £90,000+**

**Sold at: £108,000**

"Just to let you know how much my wife and I have appreciated the service that has been provided by Edward Mellor in the sale of our property. This was our first auction with yourselves and we found the experience very professional and it went very smoothly. I am confident that we will be doing business in the future." Mr S. H., Cheltenham

*"Louise: It was lovely to meet you today and I would like to thank you for all the work you put in for us on this one. Also lease pass on my thanks to auctioneer Nick Green and the rest of your team for what they did today. I would not hesitate to recommend Edward Mellor Auction Services. You handled the matter in a very efficient and professional manner. The price achieved vindicates everything we have done to get to this point." Mr S.B., Colwyn Bay*

"Nick, you are a man of your word - sorry I wasn't there to shake your hand and say thanks. I am more than happy that I opted to sell through you and Mellors, and the sale prices you have achieved have been fantastic.... and will definitely be using you and your team again in the future along with mentioning your expert attentive service throughout to anyone who I know may be looking for your kind of estate agency and auction services."

Mr P.B., Salford GUIDE: £50,000 SOLD AT £64,000

*"Thank you for your advice and services regarding the auction ... we would definitely recommend your services" Mr E.R., Holmes Chapel*  
*Guide: £60,000 Sold at: £67,000*

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# auction dates for 2010/11

## Auction

(certain summer dates have changed due to cricket fixtures)

## Closing Date

Tuesday 15th March 2011

9th February 2011

Wednesday 4th May 2011

26th March 2011

Monday 6th June 2011

3rd May 2011

Wednesday 20th July 2011

11th June 2011

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It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.



## where is the auction room?

Lancashire County Cricket Club is located on the south side of Manchester, minutes from the M60, and has plenty of free parking. There are also good public transport links from Manchester City Centre, as follows:

### Metrolink Tram Services

A regular service operates from Bury in North Manchester, Altrincham (South Manchester), and from Central Manchester. There is a connecting service to Salford Quays and Eccles. The Metrolink is also connected to both mainline railway stations, Piccadilly & Victoria, and runs to Old Trafford Station, next to the cricket ground. Tickets are available from dispensers on all stations.



### Rail Services

Inter City and local services operate to both Manchester Piccadilly and Manchester Victoria stations. Each station is linked to the Metrolink

Tram Service. Catch the tram service for Altrincham and alight at the Old Trafford stop which is next to the ground.

### Bus Services

Several buses services operate between Manchester and Sale/Atrincham, stopping at or near to the Cricket Club



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# order of sale for

## Tuesday 15th March 2011

## sale starts at 2.00pm

Lot	Property Address		
1	RUNCORN	12 Byron Street	Vacant two bedroom terraced house
2	MOSTON	30 Penn Street	Vacant two bedroom terraced house
3	HARPURHEY	7 Brewster Street	Tenanted house in two flats - income £175 per week
4	MOSTON	6 Fold Street	Vacant two bedroom terraced house
5	NEWTON HEATH	28 Briscoe Lane	Vacant two bedroom terraced house
6	RADCLIFFE	85 Ainsworth Road	Vacant three bedroom terraced house
7	MOSTON	10/12 Shackliffe Road	Vacant six bedroom detached house
8	MANCHESTER	Urban House, 203 Dantzic Street	Vacant three storey commercial building
9	GORTON	22a Borwell Street	Vacant two bedroom house
10	OFFERTON	22 Athens Street	Vacant two bedroom terraced house
11	DENTON	15 Palmerston Road	Vacant three bedroom semi detached house
11a	LEVENSHULME	995a Stockport Road	Ground floorshop + basement let at £7800 pa
12	LEIGH	15 Ruby Grove	Tenanted two bedroom house - income £460 4-wkly
13	OLDHAM	407 Ashton Road	Tenanted two bedroom house - income £375 4-wkly
14	MOSTON	46 Hinde Street	Tenanted two bedroom house - income £126 per wk
15	OLDHAM	432 Ashton Road	Tenanted terraced house - reported income £395 pm
16	ACCRINGTON	25 Booth Street	Tenanted two bedroom house - income £340 4-wkly
17	MOSTON	8 Redcote Street	Tenanted three bedroom house - income £563.33 pm
18	LONGSIGHT	334 Plymouth Grove	Vacant four/five bedroom terraced house
19	HOLLINWOOD	133 Chapel Road	Vacant three bedroom terraced house
20	GORTON	18 Seddon Avenue	Vacant three bedroom terraced house
21	REDDISH	Campbell Street	Land and garages with planning for three bungalows
22	DUKINFIELD	5 Inverness Road	Vacant two bedroom semi-detached house
23	GEE CROSS	34 Windsor Road	Vacant three bedroom semi detached house
24	LEYLAND	Mulberry House, Rhoden Road	Vacant five bedroom detached house
25	LONGSIGHT	87 Clarence Road	Vacant three bedroom semi detached house
26	ASHTON-U-LYNE	144 Trafalgar Street	Vacant two bedroom terraced house
27	LEVENSHULME	Brookside Court, Slade Lane	Vacant one bedroom ground floor flat
28	OLDHAM	55 Queens Road	Vacant six bedroom semi-detached house
29	BURY	1 Bevis Green	Vacant two bedroom end cottage property
30	LEIGH	Flats 1 Et 2, 124 Leigh Road	Tenanted house in two flats - income £660 4-wkly
31	DROYLSDEN	47 Oakfield Avenue	Vacant extended three bedroom semi detached
32	OPENSHAW	25 Craydon Street	Vacant five bedroom detached house
33	GORTON	2 Sanby Road	Vacant two bedroom end terraced house
34	BREIGHTMET	2 Brightmet Hill, Bailey Lane	Vacant four bedroom Victorian house
35	DENTON	294 Hyde Road	Vacant two bedroom terraced house
36	LEIGH	28 Irvine Street	Vacant two bedroom terraced house
37	BRINNINGTON	456 Brinnington Road	Vacant three bedroom terraced house

Tuesday 15th March 2011

sale starts at 2.00pm

Lot	Property Address		
38	GORTON	29 Mayfield Grove	Vacant two bedroom terraced house
39	NEWTON HEATH	21 Bayswater Avenue	Vacant three bedroom semi detached house
40	LEIGH	83 King Street	Tenanted two bedroom house- income £360 4-wkly
41	ACCRINGTON	1 Hope Street	Tenanted two bedroom house- income £400 4-wkly
42	ECCLES	141 & 143 Liverpool Road	Part tenanted property in four flats
43	HAZEL GROVE	5 Cooper Street	Vacant two bedroom terraced house
44	SHAW HEATH	118 Shaw Road South	Vacant three bedroom terraced house
45	PATRICROFT	1 Ivy Street	Vacant two bedroom terraced house
46	ATHERTON	29a Rainbow Drive	Vacant three bedroom end mews house
47	BURY	56 Lavenham Close	Vacant two bedroom ground floor flat
48	SALFORD	488 Great Cheetham Street East	Tenanted shop and flat - income rising to £13,800
49	ROCHDALE	336 Manchester Road	Vacant two bedroom terraced house
50	WORSLEY	4 Blackleach Drive	Vacant fire damaged detached house
51	LONGSIGHT	5 Edbrook Walk	AVAILABLE IN MAY AUCTION
52	LITTLE HULTON	85 Ridyard Street	Vacant three bedroom semi detached house
53	LEIGH	27 Eva Street	Vacant three bedroom semi detached house
54	OLDHAM	20 Lavender Road	Tenanted three bedroom semi detached house
55	MOSTON	59 Winnie Street	Vacant two bedroom terraced house
56	EDGELEY	124 Northgate Road	Vacant two bedroom end terraced house



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# Proxy and Telephone Bidding

## Authorisation Form

Method of bidding

(please tick one)

Proxy

Telephone

Name \_\_\_\_\_

Buyer's Name \_\_\_\_\_

(if different)

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Telephone Work \_\_\_\_\_

Home \_\_\_\_\_

Mobile \_\_\_\_\_

E-Mail \_\_\_\_\_

(Telephone bidders: please tick a box for preferred telephone number to use in the auction)

If the telephone contact is broken or cannot be established the auctioneer is authorised to continue to bid at his discretion on behalf of the telephone bidder up to the maximum bid stated on this form. If you wish the auctioneer to continue in this way, please tick this box:

Date of Auction \_\_\_\_\_ Lot Number \_\_\_\_\_

Property Address \_\_\_\_\_

Maximum Bid \_\_\_\_\_ Amount of Deposit \_\_\_\_\_

I enclose a cheque or bank draft for 10% of the maximum bid to be used as deposit (minimum deposit £2,000.00)  
I also enclose a cheque for the Buyers Premium of 0.5% of the maximum bid (minimum £495.00).  
Both cheques should be made payable to Edward Mellor Ltd.

### Solicitors

Name & Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Person acting for you \_\_\_\_\_

"I hereby instruct and authorise Edward Mellor's auctioneer to bid on my behalf for Lot No. \_\_\_\_\_ and to sign a Memorandum of Sale on my behalf, and understand that should my bid be successful the contract will be binding upon me. I have read the General and Special Conditions of Sale and the Terms and Conditions for Proxy and Telephone Bidding. I accept it is my responsibility to check for amendments to the catalogue details which may be read out by the auctioneer. I enclose a cheque or banker's draft to the value of 10% of my maximum bid and a further cheque for 0.5% of the maximum bid (min. £495.00) administration charge, both payable to Edward Mellor Ltd."

Signed \_\_\_\_\_ Date \_\_\_\_\_

This form must arrive no later than Monday 14th March 2011 at the offices of Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS

# Terms and Conditions

## for proxy and telephone bidding

1. A prospective purchaser must complete and sign the authorisation form opposite, using one form for each lot. In particular the purchaser should complete the part which shows the maximum price which he authorises the auctioneer to bid for a particular property. The maximum price to which the auctioneer is authorised to bid must be an exact figure (not, for example, "£100 over the highest bid in the room"). The auctioneer reserves the right not to bid on any purchaser's behalf should there be any error of confusion in respect of these instructions or the accompanying deposit cheque.

The completed form(s) must be delivered to Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS no later than the date stated on the registration form. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing.

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £2000,) PLUS the 0.5% (min. £495.00) Buyers Premium, for each lot. Where the lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

In the case of telephone bidding, the purchaser may instead provide a blank cheque which the auctioneers will complete on behalf of the successful purchaser for 10% of the purchase price plus the 0.5% of the purchase price (min. £495.00) contract documentation charge.

5. Unless the relevant lot is sold to the prospective purchaser, the amount of the maximum proxy or telephone bid will not be disclosed to the vendor or any other person whether before or after the sale without the consent of the prospective purchaser.
6. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
7. The auctioneer will make no additional charge 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 or instructions, late arrival of a proxy bid authorisation form, failure to contact a telephone bidder from the auction room, or for any other reason whatsoever. Telephone bidders are advised that should they become disconnected or interrupted during bidding, Edward Mellor Auctions will not be held responsible for any loss suffered in respect thereof.
8. The prospective purchaser will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. Where the bid has not been successful, the proxy bidder will be notified by post and the deposit returned as soon as reasonably possible.
9. Prospective purchasers are advised to telephone Edward Mellor Auctions (0161-443 4740) before 10.00 am on the day of the auction to ensure that there are no amendments to the particulars of sale or special conditions relating to the lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchaser's behalf, or refuse to accept bids by or on behalf of prospective purchasers, and the auctioneer will not be held responsible for any loss, costs or damages incurred as a result thereof.
10. When a prospective purchaser intends to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In such a case the auctioneer will not make any bids on behalf of the prospective purchaser.

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# SUCCESS STORIES

from our February sale

54 High Bank, Gorton,  
Manchester



- Three bedroom end terraced
- Guide Price circa £45,000
- Sold for £60,500

18 Egerton Lodge, Denton,  
Manchester



- Two bedroom flat with garage
- Guide Price £45,000+
- Sold for £57,000

83 Roslyn Road, Davenport,  
Stockport



- Two bedroom semi detached
- Guide Price circa £75,000
- Sold for £83,500

Land at Ashton Hill Lane &  
Gorseyfields, Droylsden



- Vacant land 0.43 acres
- Guide Price circa £95,000
- Sold for £113,000

7 Oldfield Drive, Mobberley,  
Cheshire



- Two bedroom bungalow
- Guide Price £95,000+
- Sold for £121,000

15 The Towers, Pavilion Way,  
Macclesfield



- Two bedroom apartment
- Guide Price £85,000+
- Sold for £107,000



## Additional Auction Services




On-Line Live

Visit [www.eigroup.co.uk](http://www.eigroup.co.uk) and select 'Online Auctions'. Choose 'Edward Mellor' and then 'Viewing Gallery'. You will then see details of the lot being offered and can watch the bidding as it happens.

**It is not possible to bid from the screen.**



Legal Documents

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



LiveLink

**09067 591 427**

Dial this number to listen to the Auctioneer as he is selling the Lots. **You cannot bid on this service.** To bid by telephone prior arrangement must be made directly with the auctioneers.

Services Provided by The Essential Information Group - 01737 226150    Calls cost 77 p/min for 09067 on all lines

## Mailing list registration

If you wish to register for catalogues for the next twelve months, please complete this form and return it to us along with a cheque for £25.00 (£35 if Republic of Ireland address). You will receive a catalogue for each auction as soon as it is available.

I wish to receive your auction catalogues for the next twelve months and enclose a cheque for £25.00 (£35 R.O.I.) made payable to Edward Mellor Ltd.

Name

---

Address

---

Postcode

---

Telephone Number

---

Email address

---

please return to:

Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS

today's start time is 2.00 pm

## Lot 1



## 12 Byron Street, Runcorn, Cheshire WA7 5BX

Vacant two bedroom terraced house  
**BY ORDER OF THE  
MORTGAGEES IN  
POSSESSION**



**Directions** Off Greenway Road

### Accommodation

*Ground Floor:* Lounge, dining room,  
kitchen, inner hallway,  
bathroom/WC  
*First Floor:* Two double bedrooms  
*Exterior:* Yard

**Note** Double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £38,000+**

## Lot 2



## 30 Penn Street, Moston, Manchester M40 9NF

Vacant two bedroom  
terraced house and  
two collectable ground  
rents



**Directions** Off Kenyon Lane, Moston  
Lane, Rochdale Road A664

### Accommodation

*Ground Floor:* Lounge, dining kitchen  
*First Floor:* Two bedrooms, bathroom  
*Exterior:* Rear yard

**Note** Central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £40,000-£45,000**

you MUST read the notices to prospective buyers!

## 7 Brewster Street, Harpurhey, Manchester M9 5UT

Tenanted terraced house in two self-contained flats    Income £175 per week

**Directions**                      Off Rochdale Road A664

### Tenancies

Flat 1: Six month AST from 6.9.10 at £100 per week

Flat 2: Six month AST from 27.7.09 at £75 per week

**Accommodation**                NOT SEEN BUT REPORTED AS

*Ground Floor:*                      Flat with kitchen, bathroom,  
bedroom, living room

*First Floor:*                            Flat with kitchen, bathroom,  
bedroom, living room

*Exterior:*                                Rear yard and shared garden

**Note**                                      Central heating, double glazing

**Viewing**                                External viewing only - the  
tenants must not be disturbed

**Guide Price: £55,000+**

Lot 3



## 6 Fold Street, Moston, Manchester M40 9LJ

Vacant two bedroom half bay-fronted  
terraced house with extended kitchen

**Directions**                      The property is located on Fold  
Street, off Moston Lane, off  
Rochdale Road (A664), close to  
the main shopping area

### Accommodation

*Ground Floor:*                      Hallway, two reception rooms,  
extended kitchen

*First Floor:*                            Landing, two bedrooms,  
bathroom/WC

*Exterior:*                                Rear yard

**Note**                                      Central heating, partial double  
glazing

**Possession**                          Vacant on completion

**Viewing**                                Auction Dept 0161-443 4740

**Guide Price: £40,000 – £45,000**

Lot 4



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today's start time is 2.00 pm

## Lot 5



## 28 Briscoe Lane, Newton Heath, Manchester M40 1JX

Vacant two bedroom terraced house

<b>Directions</b>	Off Alan Turing Way A6010
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom/WC
<i>Exterior:</i>	Rear yard
<b>Note</b>	Central heating
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £45,000+**

## Lot 6



## 85 Ainsworth Road, Radcliffe, Manchester M26 4FA

Vacant three bedroom terraced house

<b>Directions</b>	On B6292 off Water Street A665
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, lounge, dining area, kitchen, cellar
<i>First Floor:</i>	Three bedrooms, bath/WC
<i>Exterior:</i>	Rear yard
<b>Note</b>	Central heating
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £60,000+**

you **MUST** read the notices to prospective buyers!

Lot 7



## 10/12 Shackliffe Road, Moston, Manchester M40 5QS

### Vacant six bedroom detached house

<b>Directions</b>	Off Moston Lane, Victoria Avenue East A6104
<b>Planning</b>	Redevelopment opportunity for a pair of semi-detached houses (currently utilised as a single dwelling)
<b>Accommodation</b>	
<i>Ground Floor:</i>	<i>No 10:</i> Hallway through to rear of property, kitchen in extension to rear of garage, lounge opening into no. 12. <i>No 12:</i> Hall, lounge, dining room, access to no. 10 from front lounge
<i>First Floor:</i>	<i>No 10:</i> Bathroom/WC, two double and one single bedrooms, access to no. 12 via back bedroom. <i>No 12:</i> Bathroom and separate WC, two double and one single bedrooms with access from rear bedroom to no. 10
<i>Exterior:</i>	Lawned gardens to front, driveway to each side of the property with attached garage to one side. Enclosed lawned garden to rear with patio areas and hard standing
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £150,000 – £200,000**

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## Lot 8



### Urban House, 203 Dantzic Street, Manchester M4 4NT

Vacant three storey commercial building

Curtis & Bains

<b>Directions</b>	Located on Dantzic Street in between the junctions with Bromley Street and Warford Street to the north-east of Manchester city centre, within a short walk of the city centre itself
<b>Accommodation</b>	<p>The property is a three storey office building with internal loading bay and associated car parking to the left hand side. It is estimated that the building was constructed circa 1970 and is a shell, having been stripped out, and therefore requires refurbishment.</p> <p>The accommodation has a gross internal area over three floors of approximately 12,250 sq.ft. (1,135 sq.m.)</p>
<b>Note</b>	This property does not appear on the Valuation Office Agency website and therefore interested parties are advised to make their own enquiries directly via the website <a href="http://www.voa.gov.uk">www.voa.gov.uk</a>
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £150,000**

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## 22a Borwell Street, Gorton, Manchester M18 8FH

Vacant two bedroom house

**Situation** Off Gorton Lane, Wellington  
Street, Hyde Road A57

### Accommodation

**Ground Floor:** Utility room, hall, WC,  
bedroom  
**Basement:** Cellar  
**First Floor:** Landing, lounge, kitchen,  
two bedrooms, bathroom  
**Exterior:** Rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £30,000**

Lot 9



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## Lot 10



## 22 Athens Street, Offerton, Stockport, Cheshire SK1 4DX

Vacant two bedroom terraced house



Directions	Off Hall Street A626
Accommodation	<i>Ground Floor:</i> Lounge, dining kitchen, rear hallway, wet room, cellar <i>First Floor:</i> Two bedrooms <i>Exterior:</i> Small front garden, rear yard
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £75,000 – £85,000**



you **MUST** read the notices to prospective buyers!

## 15 Palmerston Road, Dane Bank, Denton, Manchester M34 2NZ

Vacant three bedroom semi detached house

**Directions** Off Thompson Road, Hulme Road, Manchester Road A57

### Accommodation

**Ground Floor:** Hallway, lounge, dining kitchen

**First Floor:** Three bedrooms, bathroom

**Exterior:** Gardens front and rear, drive

**Note** Partial double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £75,000**

**Lot 11**



## Ground Floor Shop & Basement, 995a Stockport Road, Levenshulme, Manchester M19 2SY

Tenanted ground floor shop unit with basement

Income £7,800 pa

**Directions** On main A6

**Tenancies** Lease from 20.1.10 to 19.11.15 at £7,800 pa

### Accommodation

**Ground Floor:** Sales counter, food preparation area, kitchen to rear, staff WC (40 sq.m.)

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £40,000 - £50,000**

**Lot 11a**



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## Lot 12



### 15 Ruby Grove, Leigh, Lancashire WN7 4JW

Tenanted two bedroom terraced house  
Income £460 per four weeks

<b>Directions</b>	Off Litford Street, Etherstone Street, St Helens Road A572
<b>Tenancies</b>	Six month AST from 2.6.08 at £460 per four weeks
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Yard
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £45,000 – £55,000**

## Lot 13



### 407 Ashton Road, Oldham, Lancashire OL8 2NA

Tenanted two bedroom terraced house  
Reported income £375 per month

<b>Directions</b>	On main A627
<b>Tenancies</b>	Awaiting sight of tenancy
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, kitchen diner
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Yard to rear
<b>Note</b>	Gas central heating and double glazing
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: £40,000 – £50,000**

you **MUST** read the notices to prospective buyers!

## 46 Hinde Street, Moston, Manchester M40 5LW

Tenanted two bedroom end terraced house  
Income £126.00 per week

<b>Directions</b>	Off Kenyon Lane, Lightbowne Road B6393
<b>Tenancies</b>	Six month AST from 31.1.11 at £126.00 per week
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, kitchen diner
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Small front garden, rear yard
<b>Note</b>	Gas central heating and double glazing
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: circa £45,000**

**Lot 14**



## 432 Ashton Road, Oldham, Lancashire OL8 2NA

Tenanted terraced house  
Income reported £395 per month

<b>Directions</b>	On main A627
<b>Tenancies</b>	Awaiting sight of tenancy
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, kitchen diner
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Yard to rear
<b>Note</b>	Central heating and double glazing
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: £40,000 - £50,000**

**Lot 15**



today's start time is 2.00 pm

## Lot 16



### 25 Booth Street, Accrington, Lancashire BB5 2HT

Tenanted two bedroom terraced house  
Income £340 per four weeks

<b>Directions</b>	Off Clement Street, Russell Street, Wellington Street, Manchester Road A680
<b>Tenancies</b>	Six month AST from 25.1.11 at £340 per four weeks
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Yard
<b>Note</b>	Minimum deposit £3,000
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £20,000 – £30,000**

## Lot 17



### 8 Redcote Street, Moston, Manchester M40 9HX

Tenanted three bedroom terraced house  
Income £563.33 per month

<b>Directions</b>	Off Bluestone Road, Kenyon Lane, Lightbowne Road B6393
<b>Tenancies</b>	Six month AST from 8.11.10 at £563.33 per month
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Through lounge, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Gas central heating and uPVC double glazing
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: circa £55,000**

you MUST read the notices to prospective buyers!

## 334 Plymouth Grove, Longsight, Manchester M13 0LX

Vacant four/five bedroom terraced house

**Directions** On A5184, off Stockport Road A6

### Accommodation

*Ground Floor:* Lounge, dining room, newly fitted kitchen and new WC

*First Floor:* Four bedrooms, bathroom

*Second Floor:* Loft room

*Exterior:* Yard to rear

**Note** Central heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161- 443 4740

**Guide Price: circa £119,000**

Lot 18



## 133 Chapel Road, Hollinwood, Oldham, Lancashire OL8 4QJ

Vacant three bedroom terraced house

**Directions** Off A6104 Hollins Road

**Accommodation** NOT INSPECTED BUT REPORTED TO BE

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Large rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £45,000+**

Lot 19



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## Lot 20



## 18 Seddon Avenue, Gorton, Manchester M18 8NW

Vacant three bedroom terraced house

**Directions** Off Meadfoot Road,  
Chapman Street, Hyde Rd A57

### Accommodation

*Ground Floor:* One living room, kitchen  
*First Floor:* Three bedrooms, bathroom  
*Exterior:* Rear garden, paved and walled to front

**Note** Gas central heating and double glazing. The vendor of this property has a connected interest in Edward Mellor Ltd.

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

**Guide Price: circa £55,000**

## Lot 21



## Land and garages at Campbell Street, Reddish, Stockport SK5 6UT

Land with 14 garages reported let at  
£11,000 on informal agreement

**Directions** Off Mill Lane, Gorton Road  
B6167

**Accommodation** Planning permission for demolition of garages and erection of three detached two bedroom bungalows for the over-55s or disabled persons granted on 27.7.10 by Stockport MBC (Ref: DC043917)

**Viewing** OPEN SITE

**Date Change:**  
Our next auction has been  
moved from April 27th to  
**MAY 4TH!!**  
Put it in your diary now!

**Guide Price: circa £130,000**

you **MUST** read the notices to prospective buyers!

## 5 Inverness Road, Dukinfield, Cheshire SK16 5AA

Lot 22

Vacant two bedroom semi detached house

**Directions** Off Thorncliffe Avenue, King Street A627

### Accommodation

*Ground Floor:* Hall, lounge, kitchen  
*First Floor:* Two bedrooms, bathroom/WC  
*Exterior:* Gardens front and rear

**Note** Central heating and partial double glazing. The vendor of this property has a connected interest in Edward Mellor Ltd.

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £50,000+**



## 34 Windsor Road, Gee Cross, Hyde, Cheshire SK14 5JB

Lot 23

Vacant three bedroom semi detached house

**Directions** Off Dowson Road A560

### Accommodation

*Ground Floor:* Hall, through lounge, kitchen  
*First Floor:* Three bedrooms, bathroom/wC  
*Exterior:* Gardens front and rear - rear is approximately 100' long, driveway and garage

**Note** Central heating, uPVC double glazing. The property is currently tenanted but will be sold with vacant possession

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £120,000+**



today's start time is 2.00 pm

## Lot 24



### Mulberry House, Rhoden Road, Leyland, Lancashire PR26 7SX

Vacant five bedroom detached house with large gardens  
ON BEHALF OF CENTRAL LANCASHIRE  
PRIMARY CARE TRUST



<b>Directions</b>	Off Fossdale Moss, Cocker Lane, Schleswig Way B5253		
<b>Accommodation</b>	A large five bedroom detached property, formerly used to provide supported living accommodation for people suffering from learning disabilities. Situated in a highly sought after location.		
<i>Ground Floor:</i>	Porch, entrance hallway, three large reception rooms, downstairs WC, kitchen, utility room		
<i>First Floor:</i>	Five bedrooms, two bathrooms plus one ensuite.		
<i>Exterior:</i>	Gardens, driveway and detached double garage with adjoining utility room. The rear garden is exceptionally large and may be suitable for redevelopment subject to the necessary consents and permissions.		
<b>Note</b>	Central heating and double glazing	<b>Completion</b>	14 days from exchange
<b>Possession</b>	Vacant on completion	<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £350,000 – £400,000**



you **MUST** read the notices to prospective buyers!

## 87 Clarence Road, Longsight, Manchester M13 0ZE

Lot 25

**Substantial three bedroom semi -  
detached house with vacant possession**

**Directions** Off Dickenson Road A6010

### Accommodation

*Ground Floor:* Hall, lounge, dining room,  
kitchen with built in oven  
and hob, ground floor wet  
room/WC

*First Floor:* Three bedrooms, bathroom,  
separate WC

*Exterior:* Large rear yard with ample  
off-road parking

**Note** Central htg, double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740



**Guide Price: £120,000+**

## 144 Trafalgar Street, Ashton- under-Lyne, Lancashire OL7 0HN

Lot 26

**Vacant two bedroom terraced house**

**Directions** Off Birch Street, Stockport  
Road A6017

### Accommodation

*Ground Floor:* Lounge, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** Double glazing. The vendor of  
this property has a connected  
interest in Edward Mellor Ltd.

**Possession** Vacant on completion

**Viewing** Auction Department  
0161 443 4740



**Guide Price: £45,000+**

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## Lot 27



### 21 Brookside Court, Slade Lane, Levenshulme, Manchester M19 2AH

Vacant one bedroom ground floor flat

Directions	On main A5079
Accommodation	<i>Ground Floor:</i> Communal hall, door to flat: hall, three large cloakrooms, lounge, kitchen, double bedroom, shower room/WC, storage cupboards <i>Exterior:</i> Communal well-tended gardens front and rear, gated communal park to rear.
Note	Electric storage heating and double glazing. Sub-letting at Brookside Court is not permitted.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £40,000+**

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Lot 28



## 55 Queens Road, Oldham, Lancashire OL8 2AX

Substantial six bedroom semi detached house with vacant possession

<b>Directions</b>	Off Park Road, off Abbey Hills Road B6194 overlooking Alexandra Park
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, three living rooms, WC/cloakroom, dining kitchen, utility area with two rooms <i>First Floor:</i> Bathroom, separate WC, three bedrooms, store room <i>Second Floor:</i> Bathroom, three bedrooms, storeroom <i>Basement:</i> Cellar <i>Exterior:</i> Gardens front and rear, off road parking to rear
<b>Note</b>	Majority double glazed, central heating, lift to upper floors
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £250,000 – £300,000**

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## Lot 29



In partnership with:

### 1 Bevis Green, Bury, Lancashire BL9 6RQ

Two bedroom end cottage property with vacant possession



Directions	Off Walmersley Old Road, Walmersley Road A56
Accommodation	<i>Ground Floor:</i> Entrance hallway, lounge, dining room/kitchen with built-in appliances including halogen hob, electric oven and extractor unit <i>First Floor:</i> Two bedrooms, bathroom <i>Second Floor:</i> Loft room <i>Exterior:</i> Traditional cottage front garden and enclosed rear yard with shed
Note	uPVC double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: circa £85,000**

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## Flats 1 and 2, 124 Leigh Road, Leigh, Lancashire WN7 1SJ

Tenanted terraced house in two flats  
Income £660 per four weeks

**Directions** On B5215, off Twist Lane A578

### Tenancies

GF: 6 month AST from 17.5.10 at £320 per four weeks

FF: 6 month AST from 1.11.10 at £340 per four weeks

**Accommodation** NOT SEEN BUT REPORTED TO BE

*Ground Floor:* One bedroom flat with lounge, kitchen and bathroom

*First Floor:* Two bedroom flat with lounge, kitchen and bathroom

*Exterior:* Yard

**Viewing** Auction Department  
0161-443 4740

Lot 30



**Guide Price: £50,000 – £60,000**

## 47 Oakfield Avenue, Droylsden, Manchester M43 6PG

Vacant extended three bedroom semi  
detached house

**Directions** Off Manchester Road A662

### Accommodation

*Ground Floor:* Hall, lounge, kitchen, utility room

*First Floor:* Three bedrooms, bathroom/WC

*Exterior:* Gardens front and rear (not overlooked at rear)

**Note** Central heating and partial double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

Lot 31



**Guide Price: circa £68,000**

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0161 443 4740

today's start time is 2.00 pm

## Lot 32



## 25 Craydon Street, Openshaw, Manchester M11 2FW

Spacious five bedroom detached house with vacant possession

<b>Directions</b>	Off Bartlett Street, Ashton Old Road A635
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, large dining kitchen with built-in oven and hob, three large reception rooms, study, cellar, shower room/WC <i>First Floor:</i> Five double bedrooms, bathroom, separate WC <i>Exterior:</i> Rear yard
<b>Note</b>	New uPVC double glazing, central heating, recently refurbished. More photographs are available in the legal pack.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £150,000+**

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Lot 33



## 2 Sanby Road, Gorton, Manchester M18 7QY

Vacant two bedroom end terraced house

<b>Directions</b>	Off Buckley Road, Mount Road, Hyde Road A57
<b>Accommodation</b>	<i>Ground Floor:</i> Hall and stairs, lounge, inner hall, ground floor bath/WC kitchen with built-in oven and hob <i>First Floor:</i> Two double bedrooms <i>Exterior:</i> Small yard to front
<b>Note</b>	Central heating and double glazing - recently refurbished
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £45,000+**

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0161 443 4740

today's start time is 2.00 pm

## Lot 34



## 2 Brightmet Hill, Bailey Lane, Brightmet, Bolton BL2 5EN

Victorian four bedroom house with vacant possession

### Directions

From Tonge Moor Road A676, turn right into Thicketford Road which becomes Winchester Way, turn left into Withins Lane and straight into Bailey Lane. The property is on the right and signed 'Brightmet Hill'

### Accommodation

A beautiful family home providing very well appointed accommodation in a charming secluded setting. Viewings are essential as this is such a deceptive property

#### Ground Floor:

Entrance hallway, lounge, sitting room, dining room, gallery kitchen with built-in sink unit, integrated fridge freezer, gas hob and electric oven

#### First Floor:

Four bedrooms, bathroom and separate WC

#### Exterior:

The rear of the property has a garden and patio area with mature plants and shrubs, shed, and a fenced boundary. There is further access leading to a woodland area along the side, and a rear courtyard with ample parking space and potential for a garage (subject to the usual planning consents)

### Note

Gas central heating, partial double glazing. More photographs available in legal pack.

### Possession

Vacant on completion

### Viewing

Auction Department 0161-443 4740

**Guide Price: circa £150,000**



you MUST read the notices to prospective buyers!

Lot 35



## 294 Hyde Road, Denton, Manchester M34 3EH

Vacant two bedroom terraced house

<b>Directions</b>	On main A57
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge with feature fireplace, dining kitchen with built-in oven and hob <i>First Floor:</i> Two bedrooms, bathroom/WC <i>Exterior:</i> Rear yard
<b>Note</b>	Central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

Guide Price: £55,000+

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today's start time is 2.00 pm

## Lot 36



## 28 Irvine Street, Leigh, Lancashire WN7 1ND

Vacant two bedroom terraced house

<b>Directions</b>	Off Leigh Road B5215
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE Lounge, kitchen
<i>Ground Floor:</i>	
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Yard
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £45,000 – £55,000**

## Lot 37



## 456 Brinnington Road, Brinnington, Stockport SK5 8EF

Vacant three bedroom terraced house

<b>Directions</b>	Off Lingard Lane, Ashton Road A6017
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, through lounge/dining room, kitchen
<i>First Floor:</i>	Three bedrooms, (bedroom three is off bedroom two), bathroom, separate WC
<i>Exterior:</i>	Front & rear gardens, drive
<b>Note</b>	Central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £48,000+**

you **MUST** read the notices to prospective buyers!

**29 Mayfield Grove, Debdale  
Park, Gorton, Manchester  
M18 7JS**

**Vacant two bedroom terraced house**

**Directions** Off Turnbull Road, Reddish Lane, Hyde Road A57

**Accommodation**

*Ground Floor:* Vestibule, lounge, dining room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** Gas central heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £60,000 – £70,000**

**Lot 38**



**21 Bayswater Avenue,  
Newton Heath, Manchester  
M40 2RB**

**Vacant three bedroom semi detached house**

**Directions** Off Scotland Hall Road, Briscoe Lane, Alan Turing Way A6010

**Accommodation**

*Ground Floor:* Porch, hallway, breakfast kitchen, through lounge

*First Floor:* Three bedrooms, separate bathroom and WC

*Exterior:* Side and rear garden, driveway

**Note** Gas central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £60,000 – £70,000**

**Lot 39**



today's start time is 2.00 pm

## Lot 40



### 83 King Street, Leigh, Lancashire WN7 4LJ

Tenanted two bedroom terraced house  
Income £360 per four weeks

<b>Directions</b>	Off Twist Lane A578
<b>Tenancies</b>	Six month AST from 17.11.08 at £360 per four weeks
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £35,000 – £45,000**

## Lot 41



### 1 Hope Street, Accrington, Lancashire BB5 0PL

Tenanted two bedroom end terraced house  
Income £400 per four weeks

<b>Directions</b>	Off Ormerod Street, Eagle Street, Blackburn Road
<b>Tenancies</b>	Six month AST from 6.10.08 at £400 per four weeks
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Yard
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £40,000 – £50,000**

you MUST read the notices to prospective buyers!

## 141 & 143 Liverpool Road, Eccles, Manchester M30 0ND

**Part tenanted property in four flats**

<b>Directions</b>	On main A57
<b>Tenancies</b>	Awaiting sight of tenancies
<b>Accommodation</b>	
<i>Ground Floor:</i>	Two one bedroom flats with living room, kitchen, bedroom, bathroom
<i>First Floor:</i>	Two-bedroom flat with lounge, kitchen, bathroom
<i>Second Floor:</i>	Two-bedroom flat with lounge, kitchen, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Central heating and double glazing
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £150,000 – £170,000**

**Lot 42**

**On Behalf of the Receivers**



## 5 Cooper Street, Hazel Grove, Stockport SK7 4LT

**Vacant two bedroom terraced house**

<b>Directions</b>	Off Bosden Fold Road, Commercial Road, London Road A6
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, dining kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £80,000 – £90,000**

**Lot 43**



today's start time is 2.00 pm

## Lot 44



### 118 Shaw Road South, Shaw Heath, Stockport SK3 8JN

Vacant three bedroom terraced house

**Directions** Off Florist Street, Lowfield Road, Wellington Road South A6

#### Accommodation

*Ground Floor:* Vestibule, lounge, dining room, kitchen, bathroom/WC  
*Basement:* Cellar  
*First Floor:* Three bedrooms  
*Exterior:* Small rear yard

**Note** Double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £70,000 – £80,000**

## Lot 45



### 1 Ivy Street, Patricroft, Eccles, Manchester M30 0PN

Vacant two bedroom terraced house

**Directions** Off Lewis Street, Liverpool Road A57

**Accommodation** NOT INSPECTED BUT REPORTED TO BE

*Ground Floor:* Lounge, kitchen  
*First Floor:* Two bedrooms, bathroom/WC  
*Exterior:* Rear yard

**Note** Central heating. More photographs are included in the legal pack

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £50,000+**

you MUST read the notices to prospective buyers!

Lot 46



## 29a Rainbow Drive, Atherton, Manchester M46 9ND

Vacant three bedroom end mews house in cul de sac

<b>Directions</b>	Off Spa Road, Springfield Road, Upton Road, Bolton Road A579
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance hall, downstairs cloakroom/WC, sitting room, kitchen/dining room with double glazed French doors, fitted gas hob and extractor with oven beneath <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Located at the head of a cul-de-sac with off-road parking for two vehicles. Enclosed rear gardens that are laid to lawn with a fence panel surround and have gated side access
<b>Note</b>	Gas central heating with Combi boiler, double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £75,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

today's start time is 2.00 pm

## Lot 47



## 56 Lavenham Close, Bury, Lancashire BL9 8DP

Vacant two bedroom ground floor flat

<b>Directions</b>	Off Manchester Road A56
<b>Accommodation</b>	
<i>Ground Floor:</i>	Communal entrance hallway and intercom system. Hallway with store cupboard, lounge, kitchen, two bedrooms, bathroom
<i>Exterior:</i>	Communal gardens, garage
<b>Note</b>	Double glazing and electric storage heating
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: 50,000 – £60,000**

## Lot 48



## 488 Great Cheetham St East, Salford, Manchester M7 4TW

Tenanted shop and two bedroom flat

Total income £12,760 rising to £13,800 pa

<b>Directions</b>	On A576 off Bury New Rd A56
<b>Tenancies</b>	Shop: Five year lease from 1.11.2010 at £6,670 for first year, £7,800 pa thereafter. Flat let on twelve month AST from 15.10.10 at £500 pcm
<b>Accommodation</b>	
<i>Ground Floor:</i>	Communal entrance, shop/sales area, two storerooms, WC, access to gated rear yard
<i>First Floor:</i>	Lounge to front, bedroom, bathroom, kitchen, access to rear
<i>Second Floor:</i>	Bedroom two
<i>Exterior:</i>	Secure rear yard
<b>Note</b>	Central heating, and part double glazed (first floor only)
<b>Viewing</b>	Auction Dept 0161-443 4740

**Guide Price: circa £75,000**



you MUST read the notices to prospective buyers!

**336 Manchester Road,  
Rochdale, Lancashire OL11 4NG**

Vacant two bedroom terraced house

<b>Directions</b>	Off main A58
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Lounge, kitchen
<i>Basement:</i>	Cellar chambers
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Communal rear yard
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £40,000 – £50,000**

**Lot 49**



**4 Blackleach Drive, Worsley,  
Manchester M28 3GP**

Vacant fire damaged property



<b>Directions</b>	Off Worsley Road North A575
<b>Accommodation</b>	The property has not been inspected due to its condition, but is believed to be a modern three bedroom detached house
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £50,000**

**Lot 50**



email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

today's start time is 2.00 pm

## Lot 51



### 5 Edbrook Walk, Longsight, Manchester M13 0DA

Vacant three bedroom terraced house

**Directions** Off Holker Close,  
Hathersage Road, Plymouth  
Grove, M13 4

**Accommodation**  
*Ground Floor:* Lounge, kitchen diner,  
downstairs WC  
*First Floor:* Three bedrooms, bathroom  
*Exterior:* Rear garden

**Note** Central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**AVAILABLE IN  
MAY AUCTION**

## Lot 52



### 85 Ridyard Street, Little Hulton, Manchester M38 9NF

Vacant three bedroom semi detached house  
BY ORDER OF THE MORTGAGEES IN  
POSSESSION

**Directions** Off Manchester Road East A6

**Accommodation** NOT INSPECTED BUT  
REPORTED TO BE  
*Ground Floor:* Lounge, dining room, kitchen,  
utility room  
*First Floor:* Three bedrooms, bathroom,  
separate WC  
*Exterior:* Corner plot with gardens to  
three sides; driveway leading  
to detached double garage

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £50,000+**

you **MUST** read the notices to prospective buyers!

## 27 Eva Street, Leigh, Lancashire WN7 5EZ

Vacant three bedroom semi detached house

<b>Directions</b>	Off Wigan Road A578
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE Lounge, kitchen
<i>Ground Floor:</i>	
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Garden
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £40,000 – £50,000**

**Lot 53**



## 20 Lavender Road, Oldham, Lancashire OL4 5NY

Tenanted three bedroom semi detached house

<b>Directions</b>	Off Wildmoor Avenue, Lees New Road off Lees Road B6194
<b>Tenancies</b>	Awaiting sight of tenancy
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE Lounge, kitchen
<i>Ground Floor:</i>	
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Gardens front and rear
<b>Note</b>	Gas central heating and uPVC double glazing
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: circa £45,000**

**Lot 54**



today's start time is 2.00 pm

## Lot 55



## 59 Winnie Street, Moston, Manchester M40 9LP

Vacant two bedroom terraced house

**Directions** Off Kenyon Lane, Moston Lane, Rochdale Road A664

### Accommodation

*Ground Floor:* Hall, lounge, dining room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** The vendor of this property has a connected interest in Edward Mellor Ltd

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £45,000+**

## Lot 56



## 124 Northgate Road, Edgeley, Stockport, Cheshire SK3 9PQ

Vacant two bedroom end terraced house

**Directions** Off Edgeley Road B5465 at junction with Llanfair Road

### Accommodation

*Ground Floor:* Lounge, dining room, kitchen

*Cellar*

*First Floor:* Two bedrooms, bathroom

*Exterior:* Gardens front and rear

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £65,000+**

# COMMON AUCTION CONDITIONS

The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION. They override all other CONDITIONS and can only be varied if WE agree. Based on RICS Common Auction Conditions Edition 3 (2009).

## Introduction

The common auction conditions have three main sections:

### 1. Glossary

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

### 2. Auction Conduct Conditions

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction, you do so on the basis that you accept them. They cannot be changed without the auctioneer's agreement.

### 3. Conditions of Sale

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

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

These conditions are legally binding.

## Important Notice:

A prudent buyer will, before bidding for a lot at 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 the usual searches and make the 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 the purchase price;
- Check whether VAT registration and option is advisable.

**The conditions assume that the buyer has acted as a prudent buyer. If you choose to buy a Lot without taking these normal precautions you do so at your own risk.**

## Glossary

In the CONDITIONS wherever it makes sense:

- Singular words can be read as plurals, and plurals as singular words;
- A 'person' includes a corporate body;
- Words of one gender include the other genders;
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- Where the following words appear in capitals they have specified meanings. These are listed

below.

## 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 or (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day.

## BUYER

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

## CATALOGUE

The catalogue to which the CONDITIONS refer, including any supplement to it.

## COMPLETION

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 the 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 the 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 judgement 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 available from the AUCTIONEERS on request (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 Act 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 capitals have special meaning, 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 dis-applied 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.

##### A.2 OUR ROLE

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

- prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- offer each LOT for sale;
- sell each LOT;
- receive and hold deposits;
- sign each SALE MEMORANDUM;
- treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, withdraw LOTS from sale, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

##### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

##### A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

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

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the auction and it is YOUR responsibility to check that YOU have the correct versions.

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

##### A5 THE CONTRACT

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

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must, before leaving the AUCTION:

- provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;
- sign the completed SALE MEMORANDUM; and
- pay the deposit.

A5.4 If YOU do not WE may either

- as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or
- sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

- is to be held as agent for the SELLER as stated

in the SALE CONDITIONS;  
(b) must be paid in pounds sterling by cheque or by bankers' draft drawn in OUR favour on an APPROVED FINANCIAL INSTITUTION. The Notices to Buyers at the front of the CATALOGUE states whether WE also accept debit or credit cards.

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 £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

#### **General Conditions of Sale**

Words in CAPITALS have special meanings, which are defined in the Glossary

The GENERAL CONDITIONS (including any extra general conditions) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM

#### **G1 THE LOT**

G1.1 The LOT, including any rights granted and 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;
- (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;
- (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) the 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 to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence;
- (b) is to be held as agents for the seller unless the special conditions provide otherwise.

G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

G2.4 If a cheque for 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 AUCTIONEERS 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 assured 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 refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER;
- (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 damages 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 GENERAL CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOTs 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 or objection to any DOCUMENTS 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 in the course of registration, title is to consist of certified copies of:

- (i) the application for certification 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 or agent for the SELLER.

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 total payment is unconditionally received in the SELLER'S conveyancer's client account.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

## G7 NOTICE TO COMPLETE

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

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

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

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

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

## G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT;
- (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under GENERAL CONDITION 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 to be not earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that the licence has been obtained.

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 3 months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this condition) by notice to the other terminate the CONTRACT at any time before the licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

## G10 INTEREST AND APPORTIONMENTS

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the PRICE (less any DEPOSIT paid) from the AGREED COMPLETION DATE up to and including the ACTUAL COMPLETION DATE.

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

G10.3 Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:

- (a) the BUYER is liable to pay interest; and
- (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which



<p>interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.</p>	<p>any TENANCY against an undertaking to hold it to the BUYER's order;</p>	<p>be required by the rent deposit deed.</p>
<p>G10.4 Apportionments are to be calculated on the basis that:</p>	<p>(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 this CONDITION G11.</p>	<p><b>G14 VAT</b>  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, 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.</p>
<p>(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.</p>	<p>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.</p>	
<p><b>G11 ARREARS</b></p>	<p><b>G12 MANAGEMENT</b></p>	<p><b>G15 TRANSFER AS A GOING CONCERN</b></p>
<p><b>Part 1 Current Rent</b></p>	<p>G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.</p>	<p>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.</p>
<p>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 or within four months preceding COMPLETION.</p>	<p>G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.</p>	<p>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.</p>
<p>G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them only if details of those ARREARS are given in the SPECIAL CONDITIONS</p>	<p>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;</p>	<p>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) 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.</p>
<p>G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.</p>	<p>(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.</p>	<p>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 &amp; Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, GENERAL CONDITION G14.1 applies at COMPLETION.</p>
<p><b>Part 2 BUYER to pay for ARREARS</b></p>	<p><b>G13 RENT DEPOSITS</b></p>	<p>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.</p>
<p>G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.</p>	<p>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.</p>	<p>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; and (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the</p>
<p>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.</p>	<p>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.</p>	<p>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; and (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the</p>
<p>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.</p>	<p>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</p>	<p>(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</p>
<p><b>Part 3 BUYER not to pay for ARREARS</b></p>	<p>(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</p>	<p>(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</p>
<p>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:</p>	<p>(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</p>	<p>(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</p>
<p>(a) so state; or (b) give no details of any ARREARS</p>	<p>(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</p>	<p>(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</p>
<p>G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:</p>	<p>(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</p>	<p>(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</p>
<p>(a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;</p>	<p>(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</p>	<p>(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</p>
<p>(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);</p>	<p>(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</p>	<p>(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</p>
<p>(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 conveyancers may reasonably require;</p>	<p>(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</p>	<p>(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</p>
<p>(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of</p>	<p>(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</p>	<p>(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</p>

<p>VAT due; and</p> <p>(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.</p>	<p>the LOT is inaccurate, incomplete or missing.</p>	<p>(a) service charge expenditure attributable to each TENANCY;</p> <p>(b) payments on account of service charge received from each tenant;</p> <p>(c) any amounts due from a tenant that have not yet been received;</p> <p>(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.</p>
<p><b>G16 CAPITAL ALLOWANCES</b></p>		
<p>G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.</p>	<p>G19.5 Where relevant:</p> <p>(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</p> <p>(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.</p>	<p>G22.4 In respect of each TENANCY, if the service charge account shows that:</p> <p>(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;</p> <p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>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.</p>	<p>G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.</p>	<p>(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;</p> <p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.</p>	<p><b>G20 TUPE</b></p> <p>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.</p>	<p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>G16.4 The SELLER and BUYER agree:</p>	<p>G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:</p>	<p>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.</p>
<p>(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and</p> <p>(b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue &amp; Customs for the purposes of their respective capital allowance computations.</p>	<p>(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.</p> <p>(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.</p> <p>(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.</p> <p>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</p>	<p>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.</p>
<p><b>G17 MAINTENANCE AGREEMENTS</b></p>		
<p>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.</p>	<p>(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.</p> <p>(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.</p> <p>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</p>	<p>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.</p>
<p>G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.</p>	<p>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</p>	<p>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.</p>
<p><b>G18 LANDLORD AND TENANT ACT 1987</b></p>		
<p>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.</p>	<p><b>G21 ENVIRONMENTAL</b></p>	<p>G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:</p> <p>(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and</p> <p>(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.</p>
<p>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.</p>	<p>G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.</p> <p>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</p>	<p>G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:</p> <p>(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and</p> <p>(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.</p>
<p><b>G19 SALE BY PRACTITIONER</b></p>		
<p>G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.</p>	<p>G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.</p>	<p><b>G23 RENT REVIEWS</b></p> <p>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.</p>
<p>G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.</p>	<p>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:</p>	<p>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.</p>
<p>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.</p>	<p>G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.</p> <p>G22.2 No apportionment is to be made at COMPLETION in respect of service charges.</p>	<p>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.</p>
<p>G19.4 The LOT is sold</p> <p>(a) in its condition at COMPLETION;</p> <p>(b) for such title as the SELLER may have; and</p> <p>(d) with no title guarantee;</p>	<p>G22.2 No apportionment is to be made at COMPLETION in respect of service charges.</p> <p>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:</p>	<p>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</p>
<p>and the BUYER has no right to rescind the contract or any other remedy if information provided about</p>	<p>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:</p>	<p>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</p>

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 RENEWAL

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;
- (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 possible:

- (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

## G28 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.

Property Services:

House Sales	0161 443 4500
Lettings & Property Management	0161 443 4777
Mortgages	0161 443 4555
Property Surveys	0161 443 4580
Buildings Insurance	0161 443 4555
We Will Buy Your House	0161 443 4717
Investments	0161 443 4557

Other Services:

0800 195 8900

Life Insurance  
Income Protection  
Pension Advice  
Will Writing  
Probate Services  
Conveyancing

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Fax: 0161 480 8280

Catalogue Hotline: 09067 301010

(Calls cost £1 per minute and should  
take no longer than 1 minute)

email: [auCTION@edwardmellor.co.uk](mailto:auCTION@edwardmellor.co.uk)  
website: [www.edwardmellor.co.uk](http://www.edwardmellor.co.uk)

