

Thursday 21st July 2011
Registration from 1.00 pm
Auction start time 2.00 pm

EDWARD
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auction

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

from our June auction

81 Llandudno Road, Penrhyn Bay,
Llandudno



- Ground floor one bed flat
- Guide Price £28,000+
- Sold for £51,500

310 Buxton Road, Great Moor,
Stockport



- Three bedroom terraced house
- Guide Price circa £65,000
- Sold for £85,000

96 Cyprus Street, Stretford,
Manchester



- Three bedroom terraced house
- Guide Price circa £70,000
- Sold for £87,000

75 Bowdon Street, Edgeley,
Stockport



- Two bedroom terraced house
- Guide Price £80,000+
- Sold for £90,000

11 Northfield Avenue, New
Moston, Manchester



- Two bed end terraced house
- Guide Price £40,000 - £45,000
- Sold for £52,500

5 Vale Top Avenue, Moston,
Manchester



- Two bedroom terraced house
- Guide Price £38,000+
- Sold for £43,000

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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!

Mr L. & Mrs J.K.
Essex

9th June 2011

I wish to record my sincere thanks to "Edward Mellor Auction" and the superb service they have provided in what could have been a difficult experience. I live in Essex and my late aunt lived in Denton. I approached Edward Mellor to manage the whole process of selling her house.

Their support, attention to detail and constant communication were all of the highest standard. The icing on the cake was a successful auction with the property realising £17,000 above reserve.

With thanks,

15 PALMERSTON ROAD,
DANE BANK, DENTON

RESERVE £75,000
SOLD AT £92,000

auction dates for 2010/11

Auction

(certain summer dates have changed due to cricket fixtures)

Closing Date

Thursday 21st July 2011

11th June 2011

Tuesday 13th September 2011

6th August 2011

Tuesday 25th October 2011

17th September 2011

Tuesday 6th December 2011

29th October 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.

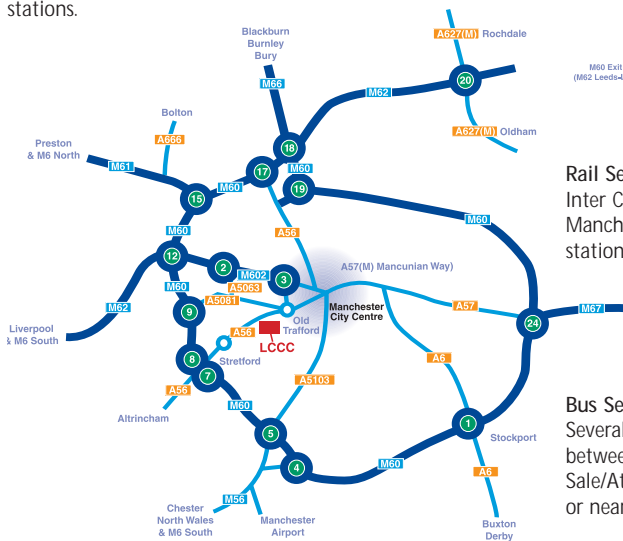


where is the auction room?

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



order of sale for Thursday 21st July 2011

sale starts at 2.00pm

1	OLDHAM	14 Gorse Avenue	Two bedroom semi detached house
2	ORMSKIRK	15 Holly Lane	Three bedroom semi detached house
3	ABBEY HEY	37 Walter Street	Two bedroom end terraced house
4	MOSTON	3 Hartley Street	Two bedroom end terraced house
5	LONGSIGHT	22 Prestage Street	Two bedroom terraced house
6	DUKINFIELD	Flat 4, 121 Astley Street	Two bedroom second floor flat
7	SALFORD	20 Whitewater Drive	Grade II listed, two bedroom property
8	HULME	29 Thomas Court, Beattock Clo.	Two bedroom seventh floor apartment
9	MIDDLETON	306 Manchester New Road	Three bedroom semi detached house
10	BLACKLEY	33 Hertford Road	Two bedroom terraced house
11	ABBEY HEY	3 Wycombe Avenue	Three bedroom semi detached house
12	DENTON	Two Trees Lane, Haughton Green	Former church premises
13	LIVERPOOL	211 County Road	Fire damaged shop premises with rooms over
14	CHORLTON	6 Daresbury Road	Three bedroom semi detached house
15	ROCHDALE	134 Yorkshire Street	Three storey office building
16	ST HELENS	29 Orville Street	Two bedroom terraced house
17	MACCLESFIELD	15 Swiss Cottage, Bollinbrook Rd	Two bedroom first floor flat
18	OLDHAM	118 Copster Hill Road	Two bedroom terraced house
19	FARNWORTH	101 Trafford Street	Three storey, four bedroom detached house
20	ABBEY HEY	51 Walter Street	Two bedroom end terraced house
21	MOSTON	240 The Fairway	Three bedroom extended semi detached house
22	WITHDRAWN		
23	DENTON	12 Victoria Street	Ground floor retail unit with flat above
24	FAILSWORTH	19 Princess Street	Tenanted two bedroom terraced - income £303.33 pm
25	ASHTON UNDER LYNE	16 Platting Grove	Three bedroom semi detached house
26	EDGELEY	32 Bombay Road	Three bedroom semi detached house
27	GORTON	14 Williams Street	Three bedroom terraced house
28	NELSON	165 Smith Street	Two bedroom terraced house
29	BLACKLEY	25 Hertford Road	Tenanted two bedroom terraced - income £85 pw
30	OPENSHAW	4 Coronation Street	Two bedroom terraced house
31	CLAYTON	48 Bank Street	Three bedroom terraced house
32	DENTON	19 Seymour Street	Tenanted terraced house in three flats & two bedsits
33	WINSFORD	73 Swanlow Lane	Five bedroom semi detached house
34	CHORLTON	25 Hartington Road	Five bedroom semi detached house
35	RUSHOLME	20 Cranswick Street	Two bedroom terraced house
36	CRUMPSALL	73 Moss Bank	Tenanted semi in three flats: income £950 pcm
37	FALLOWFIELD	1 Mitford Road	Tenanted property let to students at £1,625 per mth
38	BOLTON	18 Huntroyde Avenue	Three bedroom terraced house
39	OLDHAM	488 Rochdale Road	Two bedroom terraced house
40	EDGELEY	44 Mountfield Road	Four bedroom detached cottage

Thursday 21st July 2011

sale starts at 2.00pm

41	DENTON	671 Manchester Road	Office premises approximately 1,110 sq.ft.
42	WIDNES	54,56,58 Victoria Road	Row of three storey retail premises
43	FALLOWFIELD	119 Clinton Avenue	Three bedroom extended terraced house
44	WEST DIDSBURY	24 Mersey Crescent	Tenanted three bed terraced - income £650 pcm
45	CRUMPSALL	1a Kings Avenue	Part let semi detached house in two flats
46	PRESTATYN	14 Stephen Road	Two bedroom detached bungalow
47	ROCHDALE	9 Whitehead Street, Milnrow	Tenanted three bed detached - income £600 pcm
48	OPENSHAW	28 Coronation Street	Tenanted mixed use terraced - income £670 pcm
49	MOSTON	28 Lakin Street	Tenanted two bed terraced - income £400 pcm
50	EDGELEY	36 Herbert Street	Two bedroom end terraced house
51	GORTON	159 Heathcote Road	Two bedroom terraced house
52	ACCRINGTON	1 Hope Street	Tenanted two bed terraced - income £400 4 wkly
53	BLACKLEY	30 Wavertree Road	Two bedroom end terraced house
54	ACCRINGTON	25 Booth Street	Tenanted two bed terraced - income £340 4 wkly
55	OFFERTON	236 Turncroft Lane	Three bedroom semi detached house
56	LEIGH	83 King Street	Tenanted two bed terraced - income £360 4 wkly
57	SALFORD	488 Great Cheetham Street East	Shop and two bedroom flat
58	ASHTON UNDER LYNE	94 Alexandra Street	Two bedroom house let on Regulated Tenancy
59	ABBAY HEY	19 Highmead Street	Two bedroom end terraced house
60	OPENSHAW	15 Dunston Street	Two bedroom terraced house



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Lot 1



14 Gorse Avenue, Oldham, Lancashire OL8 2HQ

Two bedroom semi detached house

Directions	Off Cherry Avenue, Furness Avenue, Alt Lane, Abbey Hills Road B6194
Accommodation	NOT INSPECTED BUT REPORTED
Ground Floor:	One reception room, kitchen area
First Floor:	Two bedrooms, bathroom area
Exterior:	Gardens front and rear
Note	We have not inspected the property but have been advised by the vendor that it is in a very poor state of disrepair. The minimum deposit on this lot will be £2,500
Possession	Vacant on completion
Viewing	External viewing only

Guide Price: £10,000 - £15,000

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Lot 2



**15 Holly Lane, Rufford, Ormskirk,
Lancashire L40 1SH**

Three bedroom semi detached house



Directions	Off Liverpool Road A59
Accommodation	<i>Ground Floor:</i> Hall, ground floor cloaks & WC, lounge, dining area, dining kitchen (no units) <i>First Floor:</i> Three bedrooms, bathroom, separate WC <i>Exterior:</i> Front and rear gardens, driveway and garage
Note	The house is situated in an extremely desirable and rural location, where properties rarely come on to the market
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740. Viewers will be asked to sign our disclaimer form before viewing, owing to the poor condition of the property

Guide Price: £110,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 3



37 Walter Street, Abbey Hey, Manchester M18 8SW

Two bedroom end terraced house

Directions Off Vine Street, off Abbey Hey Lane

Accommodation

Ground Floor: Hall, through lounge, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

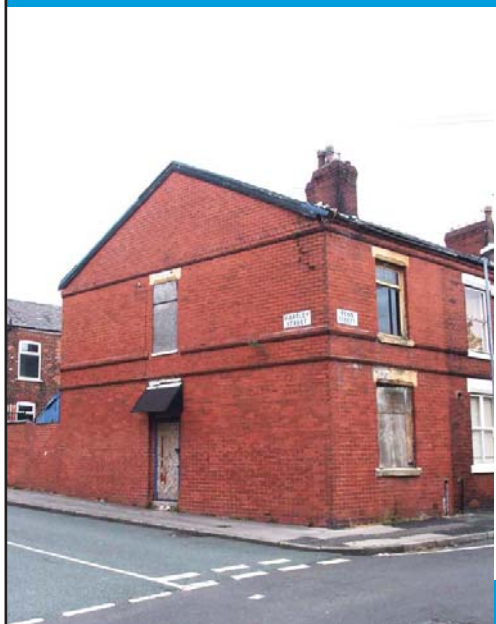
Note Central heating and partial double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £45,000

Lot 4



3 Hartley Street, Moston, Manchester M40 9NR

Two bedroom terraced house

Directions Off Moston Lane, Rochdale Road A664

Accommodation NOT INSPECTED BUT REPORTED TO BE

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

First Floor: Two bedrooms, bathroom area

Exterior: Rear yard

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £25,000+

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22 Prestage Street, Longsight, Manchester M12 4GQ

Two bedroom terraced house

Directions Off Matthews Lane, Stockport
Road A6

Accommodation

Ground Floor: Lounge, kitchen diner
First Floor: Two bedrooms, shower room/
WC
Exterior: Rear yard

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £42,000+

Lot 5



Flat 4, 121 Astley Street, Dukinfield, Cheshire SK16 4NG

Two bedroom second floor flat

Directions On Astley Street (B6169) off
King Street A627

Accommodation

Second Floor: Lounge, kitchen, two bedrooms,
bathroom

Note Central heating and double
glazing

Possession Vacant on completion

Viewing Auction Department
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Guide Price: £35,000+

Lot 6



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today's start time is 2.00 pm

Lot 7



20 Whitewater Drive, Salford, Manchester M7 3AP

Grade II listed, two bedroom property

Directions

Off Littleton Road/Kersal Vale Road, off Agecroft Road A604

Accommodation

A rare opportunity has arisen to own part of Salford's history as this wonderful Grade II listed, Tudor period, semi detached property is brought to the market. Originally built in 1563 but recently restored to an excellent standard, this property started life as a house for Cluniac Monks before being later occupied by Sir John Byrom. Despite offering all the essentials of modern life, such as two reception rooms, central heating, double glazing and off-road parking, this house still manages to retain many original features including wood-framed panelling and stunning wood cruck frame and beams.

Guide Price £115,000+

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Lot 7



Accommodation (continued):

<i>Ground Floor:</i>	Entrance hall, bathroom, two bedrooms
<i>First Floor:</i>	Landing with cloakroom/WC, dining room, kitchen with built in oven, hob and extractor hood, lounge with views over open parkland
<i>Exterior:</i>	Long driveway with large gardens to three sides
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £115,000+

email: auction@edwardmellor.co.uk

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today's start time is 2.00 pm

Lot 8



Apartment 29, Thomas Court, Beattock Close, Hulme, Manchester M15 4JA

Two bedroom seventh floor apartment

Directions	Off Chester Road A56 via Barrack Street, Quenby Street and Angela Street
Accommodation	<i>Ground Floor:</i> Communal hall, two lifts, security entryphone system <i>Seventh Floor:</i> Hall, lounge with balcony, newly fitted kitchen, two bedrooms, newly fitted bathroom <i>Exterior:</i> Residents' parking
Note	Electric heating and double glazing. Located within walking distance of Castlefield and Deansgate. Fabulous views over the City Centre.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £60,000+

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Lot 9



306 Manchester New Road, Alkrington, Middleton, Manchester M24 1JR

Three bedroom semi detached house

Directions	On main A664 close to Junction 20, M60
Accommodation	NOT INSPECTED BUT REPORTED TO BE <i>Ground Floor:</i> Hall, through lounge/dining room, hatch to basement, kitchen with built-in oven and hob <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Front and large rear gardens, attached brick garage with access to house
Note	Gas central heating and uPVC double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £145,000 - £155,000

you MUST read the notices to prospective buyers!

33 Hertford Road, Blackley, Manchester M9 8BW

Two bedroom terraced house

Directions Off Russet Road, Rochdale
Road A664

Accommodation

Ground Floor: Hall, lounge, dining room,
kitchen

First Floor: Two bedrooms, bathroom/WC

Exterior: Rear yard

Note Gas central heating, part
double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £45,000 - £50,000

Lot 10



3 Wycombe Avenue, Abbey Hey, Manchester M18 8SS

Three bedroom semi detached house

Directions Off Vine Street, Ashton Old
Road A635

Accommodation

Ground Floor: Hallway, through lounge,
kitchen

First Floor: Three bedrooms, bathroom

Exterior: Front and rear gardens,
driveway and garage

Note Electric storage heaters and
double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £69,000

Lot 11

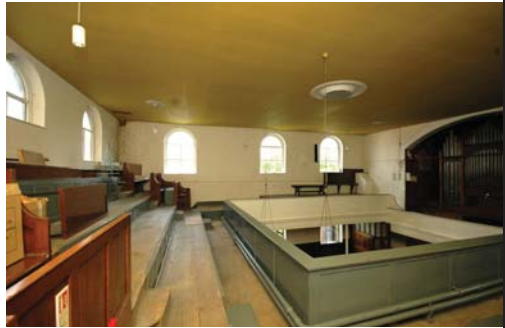


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Lot 12



Haughton Green Methodist Church, Two Trees Lane, Haughton Green, Denton, Manchester M34 7GL

Former church premises

Directions Off Stockport Road A6017

Accommodation Former church premises comprising:
Reception area, WCs
Congregation room with balconies
Kitchen and WCs room
Boiler room
Meeting room
Area approximately 1,858 sq.ft. (172 sq.m.)

Exterior: The property is set in non-consecrated grounds with a plot size of 0.37 acres

Note This property may suit alternative usage such as a day care centre, subject to the necessary consents. Please contact Tameside MBC Planning Department, Council Offices, Wellington Road, Ashton-under-Lyne OL6 6DL Tel: 0161 342 8355

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: circa £150,000

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Lot 13



211 County Road, Liverpool L4 5PE

Fire damaged shop premises with rooms over

Directions	On County Road A59 close to roundabout junction with A5058 Breeze Hill/Queens Drive
Planning	Interested parties should consult direct with Liverpool City Council Planning Department, 2nd Floor, Millenium House, Victoria Street, Liverpool L24BJ Tel: 0151 - 233 5641
Accommodation	NOT INSPECTED BUT REPORTED TO BE <i>Ground Floor:</i> Front sales approximately 22.34 sq.m. (241 sq.ft), rear sales approximately 14.69 sq.m. (158 sq.ft), kitchen approximately 4.67 sq.m. (50.22 sq.ft). <i>First Floor:</i> Self contained living accommodation of living/dining room, bedroom, bathroom <i>Second Floor:</i> Five bedrooms <i>Exterior:</i> Rear yard
Possession	Vacant on completion
Viewing	External viewing only

Guide Price: circa £59,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 14



6 Daresbury Road, Chorlton, Manchester M21 9WA

Three bedroom semi detached house

Directions	Off Ryebank Road, Edge Lane A5145
Accommodation	<i>Ground Floor:</i> Entrance hall, lounge, dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Front and rear gardens
Note	uPVC double glazing and gas central heating
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price £160,000+

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134 Yorkshire Street, Rochdale, Lancashire OL16 1LD

Three storey office building

Directions	Off Union St, St Mary's Gate (A58)
Accommodation	
Ground Floor:	Retail Zone A: 25.20 sq.m, Retail Zone 20.20 sq.m, Office: 7.9 sq.m.
First Floor:	Office Space 43.30 sq.m, WC and kitchen
Second Floor:	Office Space: 18.70 sq.m.
Rateable Value	(2010) £13,000 Ref: 15803298759572
Possession	Vacant on completion
Viewing	Auction Dept 0161-443 4740

Guide Price: £100,000 - £150,000

Lot 15



29 Orville Street, St Helens, Merseyside WA9 3JJ

Two bedroom terraced house

Directions	Off Robins Lane, off A569
Accommodation	NOT INSPECTED BUT REPORTED TO BE
Ground Floor:	Entrance porch, lounge, dining room, kitchen, bathroom
First Floor:	Two bedrooms
Exterior:	Rear yard
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £38,000+

Lot 16



email: auction@edwardmellor.co.uk

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today's start time is 2.00 pm

Lot 17



15 Swiss Cottage, Bollinbrook Road, Macclesfield, Cheshire, SK10 3DJ

Two bedroom first floor flat

Directions

Off Prestbury Road, off Chester Road A537. Flat 15 is in the third block towards the rear of the development.

Accommodation

Communal ground floor entrance area and stairs

First Floor:

Hall, lounge, kitchen diner, two bedrooms, bathroom

Exterior:

Beautiful well maintained communal gardens. Garage in separate block, communal guest parking.

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 £95,000

Lot 18



118 Copster Hill Road, Oldham, Lancashire OL8 1QD

Two bedroom terraced house

Directions Off Hollins Road A6104

Accommodation NOT INSPECTED BUT REPORTED TO BE

Ground Floor: Hall, lounge, dining room, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Rear yard with brick built shed

Note Central heating

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: circa £45,000

you MUST read the notices to prospective buyers!

101 Trafford Street, Farnworth, Bolton, Lancashire BL4 7PQ

A three storey detached house with large family living accommodation including three large reception rooms, four bedrooms, bathroom

Directions Off Bolton Road A6053

Accommodation

Basement: Former basement flat
Ground Floor: Porch, hall, three rooms
First Floor: Four rooms, bathroom
Exterior: Parking to front, rear garden

Note The house is a rare opportunity to design everything yourself and create the home of your dreams with a large driveway and private gardens. 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 £80,000

Lot 19



51 Walter Street, Abbey Hey, Manchester M18 8SW

Two bedroom end terraced house

Directions Off Vine Street, off Abbey Hey Lane

Accommodation

Ground Floor: Two reception rooms, kitchen, wooden lean-to
First Floor: Two bedrooms, bathroom
Exterior: Rear yard

Note: Gas central heating

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £42,000

Lot 20



email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 21



240 The Fairway, Moston, Manchester M40 3NJ

Three bedroom extended semi detached house

Directions Off Nuthurst Rd, Broadway A663

Accommodation

Ground Floor: Enclosed porch, entrance hall, living room, kitchen/diner, shower room

First Floor: Three bedrooms, bathroom

Exterior: Paved garden to front and side, detached garage at rear

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 £95,000

Lot 22

WITHDRAWN

you MUST read the notices to prospective buyers!

12 Victoria Street, Denton, Manchester M34 3JQ

Ground Floor retail unit with flat above

Directions Off Stockport Road A6017

Accommodation *Basement*
Ground Floor: Front sales 22.7 sq.m. (245 sq.ft), rear store 23.03 sq.m. (248 sq.ft)

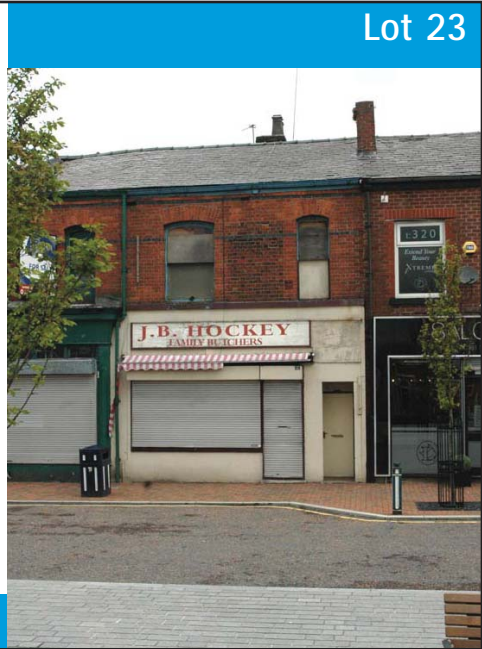
First Floor: Lounge, bedroom, kitchen, bathroom (no fittings)

Note The ground floor retail unit has previously been let as a butcher's shop with an annual income of £6,300 and still houses the large refrigeration units so would be ideal for anyone looking at starting a butchers in the village. Rental income for the first floor flat would be in the region of £4,800 per annum. 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 45,000



19 Princess Street, Failsworth, Manchester M35 0FL

Tenanted two bedroom terraced house
Income £303.33 per month

Directions Off Oldham Road A62

Tenancies Six month AST from 3.12.07 at £303.33 per month

Accommodation NOT INSPECTED BUT REPORTED
Ground Floor: Lounge, kitchen
First Floor: Two bedrooms, bathroom
Exterior: Rear yard

Note The property has been let since December 2007 at this income, which we feel is under market rent and therefore offers scope for increase. The seller of this property is related to a member of the staff of Edward Mellor Ltd.

Viewing External viewing only - the tenant must not be disturbed

Guide Price: circa £45,000



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0161 443 4740

today's start time is 2.00 pm

Lot 25



16 Platting Grove, Ashton under Lyne, Lancashire OL7 9LP

Three bedroom semi detached house

Directions Off Downing Street,
Newmarket Road, Oldham
Road A627

Accommodation
Ground Floor: Entrance hall, living room,
kitchen, utility room
First Floor: Three bedrooms, bathroom
Exterior: Front and rear gardens

Note Gas central heating. 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 26



32 Bombay Road, Edgeley, Stockport, Cheshire SK3 9RF

Three bedroom semi detached house

Directions Off Mountfield Road,
Edgeley Road B5465

Accommodation
Ground Floor: Entrance hall, two reception
rooms, kitchen
Basement: Cellar
First Floor: Landing, three bedrooms,
bathroom
Exterior: Front and rear garden

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 £95,000

you MUST read the notices to prospective buyers!

14 Williams Street, Gorton, Manchester M18 7AH

Three bedroom terraced house

Directions Off Sunnybrow Road, Hyde
Road A57

Accommodation

Ground Floor: Hall, open plan lounge/dining
room, kitchen

First Floor: Two bedrooms, bathroom

Second Floor: Loft bedroom

Exterior: Rear yard

Note Central heating and double
glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £55,000

Lot 27



165 Smith Street, Nelson, Lancashire BB9 9HL

Two bedroom terraced house

Directions Off Southfield Street,
Netherfield Street, Sugar Street,
Broadway A682

Accommodation

Ground Floor: NOT INSPECTED BUT REPORTED
Lounge, dining kitchen

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Possession Vacant on completion

Viewing Auction Department
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Guide Price: circa £18,000

Lot 28



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today's start time is 2.00 pm

Lot 29



25 Hertford Road, Blackley, Manchester M9 8BW

Tenanted two bedroom terraced house
Income £85 per week

Directions	Off Russet Road, Rochdale Road A664
Tenancies	Six month AST from 21.5.07 at £85 per week
Accommodation	NOT INSPECTED BUT REPORTED
Ground Floor:	Lounge, kitchen diner
First Floor:	Two bedrooms, bathroom
Exterior:	Rear yard
Note	Central heating
Viewing	External viewing only - the tenant must not be disturbed

Guide Price: £40,000 - £45,000

Lot 30



4 Coronation Street, Openshaw, Manchester M11 2JN

Two bedroom terraced house

Directions	Off Victoria Street, Ashton Old Road A635
Accommodation	
Ground Floor:	Two reception rooms, kitchen
First Floor:	Two bedrooms, bathroom
Exterior:	Yard to rear
Note	Majority double glazed
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £40,000 - £50,000

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Lot 31



48 Bank Street, Clayton, Manchester M11 4BT

Three bedroom terraced house

Directions	Off Ashton New Road A662
Accommodation	<i>Ground Floor:</i> Hall, through lounge/dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Rear yard
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £55,000+

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today's start time is 2.00 pm

Lot 32



19 Seymour Street, Denton, Manchester M34 3RW

Substantial end Victorian terraced house in three one-bedroom flats and two bedsits Total Income £1,520 per month

Directions	Off Manchester Road South A57
Tenancies	Flat 1: Six month AST from 7.2.11 at £400 per month Flat 3: Twelve month AST from 16.10.10 at £300 per month Flat 4: Six month AST from 4.4.11 at £300 per month Flat 5: Six month AST from 15.6.08 at £260 per month Flat 6: Six month AST from 15.6.08 at £260 per month
Accommodation	<i>Ground Floor:</i> Flat 1: Bedroom, living room, kitchen, shower room/WC Flat 3: Living room, kitchen, WC, bathroom, bedroom <i>First Floor:</i> Flat 4: Living room, kitchen, WC, bathroom, bedroom Flats 5 & 6: Two studio bedsits <i>Exterior:</i> Gardens front and side
Note	Double glazing
Viewing	Auction Department 0161-443 4740

Guide Price circa £125,000

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Lot 33



73 Swanlow Lane, Winsford, Cheshire CW7 1JD

Five bedroom semi detached property

Directions	Off Oakmere Road A54	
Accommodation	<i>Basement:</i>	Cellar with power & light supplies
	<i>Ground Floor:</i>	Entrance hall, three reception rooms, kitchen, rear hall, WC
	<i>First Floor:</i>	Landing, five bedrooms, family bathroom
	<i>Exterior:</i>	Off road parking on front drive, rear garden with detached garage
Note	Gas central heating and uPVC double glazing	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: £180,000+

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today's start time is 2.00 pm

Lot 34



25 Hartington Road, Chorlton, Manchester M21 8UZ

Five bedroom Victorian semi detached house

A superb opportunity to acquire a character property in one of the most desirable parts of Chorlton, conveniently located for public transport routes and within walking distance of the village centre

Directions	Off Corkland Road, Wilbraham Road A6010	
Accommodation	<i>Basement:</i>	Full length dry basement with power and light
	<i>Ground Floor:</i>	Hall, three rooms
	<i>First Floor:</i>	Three rooms, bathroom and separate WC
	<i>Second Floor:</i>	Two rooms
	<i>Exterior:</i>	Front and rear gardens, driveway and garage
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price £325,000+

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20 Cranswick Street,
Rusholme, Manchester
M14 7JA

Two bedroom terraced house

Directions Off Driffield Street, Lloyd Street South off Wilbraham Road A6010

Accommodation
Ground Floor: One reception room, kitchen
First Floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Central heating, part double glazed

Possession Vacant on completion

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Lot 35



Guide Price: £50,000 - £60,000

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today's start time is 2.00 pm

Lot 36



73 Moss Bank, Crumpsall, Manchester M8 5AP

Tenanted semi detached property in three flats

Reported income £950 per month

Directions Off Crescent Road, Bury Old Road A635

Tenancies The vendor's solicitor confirms that there are no written tenancy agreements in force; the tenancies will have taken effect as ASTs when first granted. They have confirmed the income as follows: Flat 1: £350 per month Flat 2: £320 per month Flat 3: £280 per month Landlord pays Council Tax and Water Rates

Accommodation NOT INSPECTED BUT REPORTED TO BE

Ground Floor: Entrance hall and stairs.
Flat 1: Lounge/dining room, kitchen, two bedrooms, inner hall, bathroom

First Floor: Flat 2: Hallway, living room, kitchen recess, two bedrooms, bathroom

Second Floor: Flat 3: Living room, kitchen, bedroom, bathroom

Exterior: Forecourt and rear yard

Possession Vacant on completion **Viewing** Auction Department 0161-443 4740

Guide Price: £90,000+

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Lot 37



1 Mitford Road, Fallowfield, Manchester M14 6UL

Substantial semi-detached property let to students in the heart of Fallowfield with a large garden

Income £1,625 per month

Directions	Off Derby Road, Wilmslow Road B5093, off Wilbraham Road A6010
Tenancies	Twelve month AST from 1.7.11 at £1,625 per month (July and August are being charged at half rent)

Accommodation

Ground Floor:	Hallway, double bedroom (reception room), lounge, dining kitchen, further reception room, rear hallway leading to: <i>Basement:</i> Cellar
First Floor:	Three double bedrooms, one with dressing room off; bathroom
Second Floor:	Double bedroom
Exterior:	The property sits on a corner plot, having gardens to front and side and a large lawn area to the rear of the property with driveway. Potential for redevelopment of the large garden subject to the necessary consents.

Note	Central heating and double glazing. The vendor advises that this property is fully compliant with the HMO licence.
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Viewing	Auction Department 0161-443 4740
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Guide Price: circa £250,000

email: auction@edwardmellor.co.uk

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today's start time is 2.00 pm

Lot 38



18 Huntroyde Avenue, Tonge Moor, Bolton, Lancashire BL2 2ET

Three bedroom terraced house

Directions Off Entwistle Street, Ainsworth Lane B6208 off Bury Road A58

Accommodation

Ground Floor: Lounge, kitchen
First Floor: Three bedrooms, bathroom
Exterior: Rear yard

Note Central heating

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £45,000+

Lot 39



488 Rochdale Road, Oldham, Lancashire OL1 2JN

Two bedroom terraced house

Directions On main A671 close to Royal Oldham Hospital

Accommodation

Ground Floor: Lounge, kitchen, pantry cupboard
First Floor: Two bedrooms, bathroom
Exterior: Small front garden, rear yard with parking to rear

Note Double glazed windows

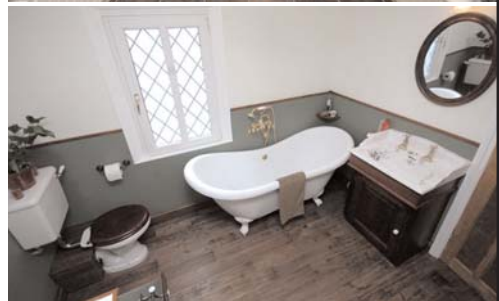
Possession Vacant on completion

Viewing Auction Department
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Guide Price: circa £45,000

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Lot 40



Mountfield Cottage, 44 Mountfield Road, Edgeley, Stockport SK3 9RR

Four bedroom detached cottage

Sometimes property comes along that has history, is a bit unusual, a bit quirky and individual. This property stands out from the crowd as it offers deceptive living space with a superb and well planted garden in a very popular conservation area. There is ample scope to turn one half into another individual house or self contained annex (subject to regulations of course) but what it really offers is some potential to enhance the already renovated accommodation into something special

Directions	Off Edgeley Road B5465
Accommodation	<i>Ground Floor:</i> Entrance porch, hall, family lounge, snug, large family dining kitchen, utility room and downstairs shower room <i>First Floor:</i> Four bedrooms, bathroom <i>Exterior:</i> Landscaped gardens to three sides, off-road parking to rear
Note	Gas central heating
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £225,000 - £275,000

email: auction@edwardmellor.co.uk

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today's start time is 2.00 pm

Lot 41



671 Manchester Road, Denton, Manchester M34 2NA

Approximately 1,110 sq.ft of vacant office premises



Directions	On main A57 Manchester Road close to pedestrian crossing and only three miles from Manchester city centre and approximately a quarter of a mile from Junction 1 of M67 and Junction 24 of M60 motorways.
Planning	The property has B1 (office) classification but may be suitable for A1,A2, A3 or A5 usage subject to the necessary consents. Interested parties are advised to consult with the local planning department directly at Tameside MBC, Council Offices, Wellington Road, Ashton under Lyne, OL6 6DL (0161 342 4460)
Accommodation	<i>Ground Floor:</i> Retail Zones 37.7 sq.m., Reception 17.40 sq.m., Storage, kitchen and staff WCs <i>First Floor:</i> Three offices 34.5 sq.m., storage areas and staff WCs <i>Second Floor:</i> Attic room and store room <i>Total Area:</i> 117.7 sq.m.
Note	All prices are exclusive of, but may be liable to VAT; please refer to the legal pack for clarification
Possession	Vacant on completion Viewing Auction Department 0161- 443 4740

Guide Price: £80,000 +

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Lot 42



54, 56, 58 Victoria Road, Widnes, Cheshire WA8 7RJ

Row of three storey retail premises - 330 sq.m. over three floors

Directions Off Ashley Way A562

Rateable Value £10,250 (Halton 2010 Rating List)

Accommodation

Ground Floor: Retail Zone A - 88.70 sq.m. Retail Zone B - 52.10 sq.m. Retail Zone C - 15.90 sq.m.
Office - 11.90 sq.m. Kitchen 8.30 sq.m. Staff WCs
Two internal storage areas 32.80 sq.m.

First Floor: Three internal storage areas 99.60 sq.m. Staff WCs

Second Floor: Storage

Note May be suitable for restaurant use or conversion to flats subject to the necessary consents. Enquiries to Halton Borough Council Planning Services, Rutland House, Halton Lea, Runcorn WA7 2GW Tel: 0151-907 8300

Possession Vacant on completion

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Guide Price: circa £90,000

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**119 Clinton Avenue,
Fallowfield, Manchester
M14 7LQ**

Three bedroom extended terraced house

Directions Off Garswood Road, across
Lloyd Street South from Hart
Rd, off Wilbraham Rd A6010

Accommodation

Ground Floor: Entrance hall, sitting room,
lounge/diner, kitchen

First Floor: Three bedrooms, bathroom,
separate WC

Exterior: Large forecourt parking area,
rear garden with patio

Note Central heating, double glazing

Possession Vacant on completion

Viewing Aiuction Dept 0161-443 4740

Guide Price: circa £115,000

Lot 43



**24 Mersey Crescent, West
Didsbury, Manchester M20 2YJ**

**Tenanted three bedroom terraced house
Reported income £650 per month**

Directions Off Princess Road A5103

Tenancies Awaiting sight of tenancy

Accommodation

Ground Floor: Entrance hall, lounge, kitchen,
conservatory

First Floor: Three bedrooms, bathroom

Exterior: Gardens front and rear

Note Gas central heating and double
glazing

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Guide Price: circa £135,000

Lot 44



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today's start time is 2.00 pm

Lot 45



Flat 1 and Flat 2, 1a Kings Avenue, Crumpsall, Manchester M8 5AS

Part tenanted semi detached house in two flats

Directions	Off Ash Tree Road, Crescent Road, Middleton Road A576
Tenancies	Awaiting sight of tenancy for Flat 2
Accommodation	<i>Ground Floor flat:</i> Hallway, lounge, kitchen, bedroom, bathroom <i>First Floor flat:</i> Hallway, kitchen, bedroom, bathroom <i>Exterior:</i> Front and side garden, rear driveway
Note	Central heating and double glazing
Possession	Part vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £95,000

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Lot 46



14 Stephen Road, Prestatyn, North Wales LL19 7EG

Two bedroom detached bungalow

Directions	Off Plas Newydd Drive, Victoria Road A548
Accommodation	<i>Ground Floor:</i> Porch, two bedrooms, bathroom, kitchen, lounge, small conservatory <i>Exterior:</i> Front and rear garden, driveway and two sheds
Note	Gas central heating
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £85,000+

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today's start time is 2.00 pm

Lot 47



9 Whitehead Street, Milnrow, Rochdale, Lancashire OL16 3LJ

Tenanted three bedroom detached house
Income £600.00 per month

Directions	Off Huddersfield Road A640
Tenancies	Twelve month AST from 25.10.2010 at £600.00 per mth
Accommodation	NOT INSPECTED BUT REPORTED
Ground Floor:	Lounge, large kitchen diner, WC
First Floor:	Three bedrooms, bathroom/WC
Exterior:	Gardens to front and side, off-road parking
Note	Gas central heating, double glazing
Viewing	Auction Department 0161-443 4740

Guide Price: £95,000+

Lot 48



28 Coronation Street, Openshaw, Manchester M11 2JN

Tenanted mixed use terraced property
Income £670.00 per month

Directions	Off Victoria Street, Ashton Old Road A635
Tenancies	Twelve month AST from 21.12.09 at £400 per month Twelve month AST from 23.5.10 at £270 per month
Accommodation	
Ground Floor:	Shop/storage area
First Floor:	Living room/kitchen, bathroom, bedroom
Exterior:	Rear yard
Note	Gas central heating (first floor only), double glazing
Viewing	Auction Dept 0161-443 4740

Guide Price: £50,000+

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28 Lakin Street, Moston, Manchester M40 9DT

Tenanted two bedroom terraced house
Income £400.00 per month

Directions Off Rudd Street, Lightbowne Road B6393

Tenancies Twelve month AST from 30.4.10 at £400.00 per month

Accommodation

Ground Floor: Two reception rooms, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Note Central heating and double glazing

Viewing Auction Department
0161-443 4740

Guide Price: circa £45,000

Lot 49



36 Herbert Street, Edgeley, Stockport, Cheshire SK3 9BU

Two bedroom end terraced house

Directions Off Dale Street, Edgeley Road B5465

Accommodation

Ground Floor: Lounge, dining kitchen

Basement: Cellar

First Floor: Two bedrooms, bathroom

Exterior: Small front garden, rear yard

Note Central heating and double glazing

Possession Vacant on completion

Viewing Auction Department
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Guide Price: circa £75,000

Lot 50



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today's start time is 2.00 pm

Lot 51



159 Heathcote Road, Gorton, Manchester M18 7QL

Two bedroom terraced house

Directions Off Mount Road, Hyde Road
A57

Accommodation

Ground Floor: Vestibule, lounge, dining area, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Small front garden, yard to rear

Note Gas central heating and double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £52,000

Lot 52



1 Hope Street, Accrington, Lancashire BB5 0PL

Tenanted two bedroom end terraced house

Income £400 per four weeks

Directions Off Ormerod Street, Eagle Street, Blackburn Road

Tenancies Six month AST from 6.10.08
at £400 per four weeks

Accommodation

Ground Floor: Lounge, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Yard

Viewing Auction Department
0161-443 4740

Guide Price: £40,000+

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30 Wavertree Road, Blackley, Manchester M9 8LF

Two bedroom end terraced house

Directions Off Tweedle Hill Road, Victoria Avenue A6104

Accommodation

Ground Floor: Entrance porch, hallway, lounge, kitchen diner

First Floor: Two bedrooms, bathroom

Exterior: Rear garden, driveway and garden to the front

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £45,000



25 Booth Street, Accrington, Lancashire BB5 2HT

Tenanted two bedroom terraced house
Income £340 per four weeks

Directions Off Clement Street, Russell Street, Wellington Street, Manchester Road A680

Tenancies Six month AST from 25.1.11
at £340 per four weeks

Accommodation

Ground Floor: Lounge, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Yard

Viewing External viewing only - the tenant must not be disturbed

Guide Price: £25,000+



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0161 443 4740

today's start time is 2.00 pm

Lot 55



236 Turncroft Lane, Offerton, Stockport SK1 4AX

Three bedroom semi detached house

Directions	Off Hall Street A626
Accommodation	
<i>Ground Floor:</i>	Hallway, lounge, dining room, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Front and rear gardens
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740. Viewers will be asked to sign our disclaimer before viewing, owing to the poor condition of the property

Guide Price: circa £75,000

Lot 56



83 King Street, Leigh, Lancashire WN7 4LJ

Tenanted two bedroom terraced house
Income £360 per four weeks

Directions	Off Twist Lane A578
Tenancies	Six month AST from 17.11.08 at £360 per four weeks
Accommodation	
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
Viewing	Auction Department 0161-443 4740

Guide Price: £35,000+

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488 Great Cheetham Street East, Salford, Manchester M7 4TW

Shop and two bedroom flat

Directions	On A576 off Bury New Road A56
Accommodation	
Ground Floor:	Shop area, store room/WC
First Floor:	Self contained flat: Two bedrooms, kitchen, bathroom, lounge
Exterior:	Rear yard
Note	Central heating, and part double glazed (first floor only)
Possession	Vacant on completion
Viewing	Auction Dept 0161-443 4740

Guide Price: £60,000+

Lot 57



94 Alexandra Street, Ashton under Lyne OL6 9QP

Two bedroom terraced house let on
Regulated Tenancy

Directions	Off Mossley Road A670
Tenancies	Awaiting sight of Rent Registration
Accommodation	NOT INSPECTED BUT REPORTED TO BE
Ground Floor:	Lounge, kitchen
First Floor:	Two bedrooms, bathroom
Exterior:	Rear yard
Viewing	External viewing only - the tenant must not be disturbed

Guide Price: £45,000+

Lot 58



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0161 443 4740

today's start time is 2.00 pm

Lot 59



19 Highmead Street, Abbey Hey, Manchester M18 8PE

Two bedroom end terraced house

Directions Off Chapman Street, Hyde Road 57

Accommodation

Ground Floor: Two reception rooms, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Small front garden, rear yard

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £45,000+

Lot 60



15 Dunston Street, Openshaw, Manchester M11 2JU

Two bedroom terraced house

Directions Off Meech Street, Victoria Street, Ashton Old Road A635

Accommodation

Ground Floor: Lounge, dining kitchen

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Possession Vacant on completion

Viewing Auction Department
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Guide Price: £25,000+

pre-registration

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.....
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- c) Your telephone number
- d) Your email address
- e) The Lot Number you are interested in (if known)

PLEASE NOTE - YOUR SOLICITOR'S DETAILS ARE COMPULSORY

2. a) Your Solicitors
- b) Solicitors' address
.....
..... Postcode
- c) The person acting
- d) The Solicitors' telephone number

3. If you are intending to bid on behalf of someone else please also indicate below:
 - a) The intended Purchaser's full name
 - b) The intended Purchaser's address
.....
..... Postcode
 - c) The intended Purchaser's telephone number

PLEASE FULLY COMPLETE SECTIONS 1 & 2 AND POST THE FORM BACK TO:
EDWARD MELLOR AUCTIONS, 65-81 ST PETERSGATE, STOCKPORT SK1 1DS
OR FAX IT TO 0161-480 8280 TO ARRIVE BEFORE THE AUCTION DATE. YOUR
BIDDING PADDLE WILL BE READY FOR YOU TO COLLECT AT THE AUCTION!

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 Wednesday 20th July 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.

Legal Documents Online - **New Service** - Legal Documents Online



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.

Service provided by The Essential Information Group Ltd Tel: 0870 112 30 40

Additional Auction Services



Visit www.eigroup.co.uk and select 'Online Auctions'. Choose the auction and then 'Viewing Gallery'. You will see details of the lot being offered and can watch the bidding as it happens. **It is not possible to bid using this service.**

Service provided by The Essential Information Group Ltd Tel: 0870 112 30 40



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 Edward Mellor.

The Essential Information Group Tel: 0870 112 30 40 (Calls cost 75p p/min for 09067 at all times)

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

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.

A2 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

<p>in the SALE CONDITIONS;</p> <p>(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</p>	<p>other matters relating to town and country planning, highways or public health;</p> <p>(e) rights, easements, quasi-easements, and wayleaves;</p> <p>(f) outgoing and other liabilities;</p> <p>(g) any interest which overrides, within the meaning of the Land Registration Act 2002;</p> <p>(h) matters that ought to be disclosed by the searches and enquires a prudent buyer would make, whether or not the BUYER has made them;</p> <p>(i) anything the SELLER does not and could not reasonably know about.</p>	<p>G2.5 Interest earned on the deposit belongs to the AUCTIONEERS unless the SALE CONDITIONS provide otherwise.</p>
<p>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.</p>		<p>G3 BETWEEN CONTRACT AND COMPLETION</p>
<p>A5.7 If the BUYER does not comply with its obligations under the contract then:</p> <p>(a) YOU are personally liable to buy the LOT even if you are acting as an agent; and</p> <p>(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.</p>	<p>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.</p>	<p>G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and:</p> <p>(a) produce to the BUYER on request all relevant insurance details;</p> <p>(b) pay the premiums when due;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p>
<p>A5.8 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.</p>	<p>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.</p>	
<p>A6 Extra Auction Conduct Conditions</p>	<p>G1.7 The LOT does not include any tenant's or trade fixtures or fittings.</p>	
<p>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.</p>	<p>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.</p>	
<p>General Conditions of Sale</p>	<p>G1.9 The BUYER buys with full knowledge of</p>	
<p>Words in CAPITALS have special meanings, which are defined in the Glossary</p>	<p>(a) the DOCUMENTS whether or not the BUYER has read them;</p> <p>(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.</p>	<p>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.</p>
<p>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</p>	<p>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.</p>	<p>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.</p>
<p>G1 THE LOT</p>	<p>G2 DEPOSIT</p>	
<p>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.</p>	<p>G2.1 The amount of the deposit is the greater of:</p> <p>(a) the minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and</p> <p>(b) 10% of the PRICE (exclusive of any VAT on the PRICE).</p>	<p>G3.3 Section 47 of the Law of Property Act 1925 does not apply.</p> <p>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.</p>
<p>G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.</p>		
<p>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.</p>	<p>G2.2 THE DEPOSIT</p> <p>(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;</p> <p>(b) is to be held as agents for the seller unless the special conditions provide otherwise.</p>	<p>G4 TITLE AND IDENTITY</p> <p>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.</p>
<p>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:</p>	<p>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.</p>	<p>G4.2 If any of the documents is not made available before the auction the following provisions apply:</p> <p>(a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;</p> <p>(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;</p> <p>(c) if the LOT is not registered land the SELLER is to</p>
<p>(a) matters registered or capable of registration as local land charges;</p> <p>(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;</p> <p>(c) notices, orders, demands, proposals and requirements of any competent authority;</p> <p>(d) charges, notices, orders, restrictions, agreements and</p>	<p>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.</p>	

give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root 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 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>(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</p> <p>(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>be required by the rent deposit deed.</p>
<p>G10.4 Apportionments are to be calculated on the basis that:</p>		<p>G14 VAT</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;</p>		<p>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.</p>	
<p>(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</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>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>(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>G12 MANAGEMENT</p> <p>G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.</p> <p>G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.</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:</p>	<p>G15 TRANSFER AS A GOING CONCERN</p> <p>G15.1 Where the SPECIAL CONDITIONS so state:</p> <p>(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</p> <p>(b) this CONDITION G15 applies.</p>	
<p>G11 ARREARS</p>			
<p>Part 1 Current Rent</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>(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>G15.2 The SELLER confirms that the SELLER:</p> <p>(a) is registered for VAT, either in the SELLER's name or as a member of the same VAT group; and</p> <p>(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>(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</p>	<p>G15.3 The BUYER confirms that:</p> <p>(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;</p> <p>(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;</p> <p>(c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and</p> <p>(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>(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</p>	
<p>Part 2 BUYER to pay for ARREARS</p>	<p>G13 RENT DEPOSITS</p>	<p>(a) of the BUYER'S VAT registration;</p> <p>(b) that the BUYER has made a VAT OPTION; and</p> <p>(c) that the VAT OPTION has been notified in writing to HM Revenue & Customs;</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>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>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>G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:</p> <p>(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</p> <p>(b) collect the rents payable under the TENANCIES and charge VAT on them.</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:</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:</p>	
<p>Part 3 BUYER not to pay for 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;</p>	<p>(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</p>	
<p>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:</p> <p>(a) so state; or</p> <p>(b) give no details of any ARREARS</p>	<p>(b) give notice of assignment to the tenant; and</p> <p>(c) give such direct covenant to the tenant as may</p>	<p>(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the</p>	
<p>G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:</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>(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>(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>(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of</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>G16 CAPITAL ALLOWANCES</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>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>G20 TUPE</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>G16.4 The SELLER and BUYER agree:</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>G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:</p>	
<p>(b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & 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>G17 MAINTENANCE AGREEMENTS</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>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>(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>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>G18 LANDLORD AND TENANT ACT 1987</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>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</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 ENVIRONMENTAL</p> <p>G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.</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>G19 SALE BY PRACTITIONER</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>G21.2 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>G23 RENT REVIEWS</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>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>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 SERVICE CHARGE</p> <p>G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.</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>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

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Income Protection
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Will Writing
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