

Wednesday 7th December 2011

Registration from 1.00 pm

Auction start time 2.00 pm

EDWARD  
mellor  
auction

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

from our October auction

9 Parkdale Avenue, Gorton,  
Manchester



- Terraced house in two flats
- Guide price circa £25,000
- **Sold for £37,000**

35 Prout Street, Longsight,  
Manchester



- Two bedroom end terraced house
- Guide Price £38,000
- **Sold for £58,750**

17 Longford Road, Reddish,  
Stockport



- Shop plus four bed accommodation
- Guide Price circa £75,000
- **Sold at £90,000**

13 Penrhyn Road, Edgeley,  
Stockport



- Three bedroom semi detached house
- Guide Price £80,000
- **Sold for £102,000**

129 Mossley Road, Ashton-u-Lyne,  
Lancashire



- Two bedroom end terraced house
- Guide Price £45,000+
- **Sold for £55,000**

The Highland Laddie,  
Rochdale



- Public house with two bed accommodation
- Guide Price £120,000
- **Sold for £141,000**

# auction dates for 2011/12

## Auction

Wednesday 7th December 2011

Thursday 9th February 2012

Tuesday 13th March 2012

Tuesday 1st May 2012

Thursday 7th June 2012

## Closing Date

29th October 2011

6th January 2012

10th February 2012

26th March 2012

4th May 2012

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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



# 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!**

# order of sale for Wednesday 7th December

sale starts at 2.00pm

1	DANE BANK	20 Hewitt Avenue	Three bedroom semi detached house
2	SALFORD	9 Griffin Street	Two bedroom end terraced house
3	SALFORD	40 Romney Street	Two bedroom terrace house
4	ABBAY HEY	74 Kenyon Street	Two bedroom terraced house
5	HAZEL GROVE	76 Garthland Road	Three bedroom semi detached house
6	CLAYTON	82 Ranleigh Street	Two bedroom end terraced house
7	LONGSIGHT	12 Victoria Terrace	Three bedroom end terraced house on RT
8	ROMILEY	6 John Street	Two bedroom terraced house
9	FALLOWFIELD	1 Hove Drive	Three bedroom semi detached house
10	BOLTON	Land at Minerva Road	Land with planning permission
11	FALLOWFIELD	88 Appleby Lodge	Ground floor studio apartment
12	DENTON	5 Market Street	Corner building with development potential
13	HASLINGDON	471 Blackburn Road	Two bedroom terraced house
14	ST HELENS	153 Dentons Green Lane	Three bedroom terraced house
15	HULME	St Mary's Church	Development opportunity
16	ROMILEY	20 Waterford Avenue	Three bedroom semi detached house
17	NORTHWICH	258 Manchester Road	Clubhouse and sports fields
18	CHORLTON	8 Oswald Road	Five bedroom semi detached house
19	OLDHAM	8 Shaw Road	Prominent showroom/offices
20	CHEADLE HULME	143 Grove Lane	Three bedroom semi detached house
21	SALE	6 Gleave Street	Two bedroom terraced house
22	HAUGHTON GREEN	Haughton Green Methodist Church	Former Church Premises
23	PRESTWICH	1 Oaklands Drive	Three bedroom semi detached house
24	ROMILEY	14 Birch Avenue	Two bedroom terraced house
25	WIDNES	54 Victoria Road	Three storey shop with upper parts
26	WIDNES	56-58 Victoria Road	Three storey double fronted shop
27	SWINTON	338 East Lancashire Road	Three bedroom detached house
28	REDDISH	13 Redland Avenue	Extended three bedroom semi-detached
29	CHORLTON	61 Mersey Bank Avenue	Three bedroom semi detached house
30	MIDDLETON	Former Lodge Street Garage	Former workshop premises/offices
31	OLDHAM	58 Mortimer Street	Two bedroom terraced house
32	SALFORD	6 Hersey Street	Two bedroom terrace house
33	MOSTON	116 Glen Avenue	Two bedroom end terraced house

# order of sale for Wednesday 7th December

sale starts at 2.00pm

34	DARWEN	2 Essex Street	Two bedroom end terraced house
35	FRODSHAM	Hillcrest	Two bedroom detached bungalow
36	CHEADLE HULME	14 Longsight Lane	Four bedroom detached house
37	GORTON	1 Argyle Street	Two bedroom end terraced house
38	SALFORD	43 Grecian Street North	Eight bedroom property let at £515 per week
39	SOUTHPORT	Flat 3 165a Lord Street	One bedroom upper floor apartment
40	SOUTHPORT	Flat 2 165a Lord Street	One bedroom upper floor apartment
41	OPENSHAW	11 Winslow Street	Two bedroom terraced house
42	SOUTHPORT	Flat 1 165a Lord Street	One bedroom upper floor apartment
43	MIDDLETON	1 Hebers Court	Two bedroom ground floor apartment
44	SOUTHPORT	WITHDRAWN	WITHDRAWN
45	BLACKPOOL	1a Marple Avenue	SOLD PRIOR
46	TIMPERLEY	36 Riddings Road	Shop with upper parts
47	HIGHER BLACKLEY	239 Chapel Lane	Three bedroom end terraced house
48	WHALLEY RANGE	38 Hartley Hall Gardens	Modern three bedroom mews house
49	MIDDLETON	The Brunswick Hotel	Public house with sandwich bar
50	CHORLTON	The Coach House	Five bedroom detached house
51	NEWTON HEATH	34 Fenchurch Avenue	Three bedroom semi detached house
52	WALKDEN	308 Bolton Road	Commercial property
53	CHEADLE HEATH	55 Stockport Road	Three bedroom semi detached house
54	PENDLEBURY	694 Bolton Road	Shop with flat above
55	GORTON	7 Beard Road	Two bedroom terraced house
56	CHORLTON	Flat 6, 3 Oswald Road	Tenanted one bed second floor flat
57	BREDBURY	48 Lower Bents Lane	Two bedroom terraced house
58	BREDBURY	12 The Broadway	Two bedroom semi detached house
59	MOSTON	32 Dresden Street	Two bedroom semi detached house
60	RADCLIFFE	12 Bright Street	Two bedroom terraced house
61	BELLE VUE	673 Hyde Road	Three bedroom terraced house
62	BLACKLEY	36 Alconbury Walk	Three bedroom terraced house
63	ECCLES	7 Crossfield Road	Tenanted two bed ground floor flat
64	BLACKLEY	29 Beverley Street	Two bedroom terraced house
65	WITHINGTON	2b Minehead Avenue	Three bedroom semi detached house
66	ROYTON	Garage on Lenfield Lane	Vacant Garage

Rod and I would like to thank you and your team for making the process of selling our house at auction a relatively stress free experience. From the minute you came to view the house up to the auction, you and your team kept us up to date about everything. All the team were friendly and efficient and it was a pleasure to have met you. I would certainly recommend Edward Mellor auction to anyone wanting a quick sale for their property.

**“I would certainly recommend Edward Mellor auction to anyone wanting a quick sale for their property.”**

Thanks again,  
Barbara and Rod

*18 Northfield Road, New Moston  
Sold in the October auction*



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Contact – **Peter Robinson**

**Peter Robinson & Co.**  
Property Lawyers  
27 Queen Street, Oldham OL1 1RD  
Tel: 0161 678 7996  
Fax: 0161 627 3177  
Email: [peter@conveyancingoldham.co.uk](mailto:peter@conveyancingoldham.co.uk)





you MUST read the notices to prospective buyers!

## 20 Hewitt Avenue, Thorley Park, Denton, Manchester, M34 2NP

Three bedroom semi detached house

**Directions** Hewitt Avenue, off Wainright Avenue, off Ash Road

### Accommodation

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

*First Floor:* Three bedrooms, bathroom

*Exterior:* Gardens front and rear, driveway, attached garage

**Note** The property has central heating and is in need of modernisation

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £69,000**



## 9 Griffin Street, Salford, M7 2HX

Two bedroom end terraced house

**Directions** Off Lower Broughton Road which is directly off A576 Great Cheetham Street West

### Accommodation (not inspected)

*Ground Floor:* Lounge, dining room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Garden fronted and yard to rear

**Note** The property has double glazing and central heating. This lot will complete six weeks after exchange or earlier by arrangement.

**Possession** Tenanted - Six month AST from 17.12.2010 at £490pcm

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

**Guide Price: £50,000+**



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

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Today's start time is 2:00pm

## Lot 3



## 40 Romney Street, Salford, M6 6DG

Two bedroom terrace house

**Directions** Off Littleton Road, A576

**Accommodation (not inspected but reported to be)**

*Ground Floor:* Two reception rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, yard to the rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000**

## Lot 4



## 74 Kenyon Street, Abbey Hey, Manchester, M18 8TD

Two bedroom terraced house

**Directions** Off Jetson Street, Abbey Hey Lane

**Accommodation (not inspected but reported to be)**

*Ground Floor:* Two reception rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Yard to the rear

**Note** The property has central heating

**Possession** Tenanted - Six month AST from 5.10.2010 at £113.08 per week

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

**Guide Price: £35,000**

you MUST read the notices to prospective buyers!

## 76 Garthland Road, Hazel Grove, Stockport, SK7 4PB

Three bedroom semi detached house

**Directions** Off Brinkburn Road, Offerton Road, Hazel Grove

### Accommodation

*Ground Floor:* Open plan lounge, dining room, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Paved to front rear garden

**Note** The property has part-installed central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £80,000**

Lot 5



## 82 Ranelagh Street, Clayton, Manchester, M11 4FX

Two bedroom end terrace house

**Directions** Off Ravensbury Street, Bank Street, A662

### Accommodation (not inspected but reported to be)

*Ground Floor:* Lounge, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Yard to the rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £29,000**

Lot 6



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## Lot 7



## 12 Victoria Terrace, Longsight, Manchester, M12 4LB

Three bedroom end terraced house let on a Regulated Tenancy

**Directions** Victoria Terrace is directly off Kirkmanshulme Lane A6010 which runs between Stockport Road A6 and Hyde Road A57

### Accommodation

**Ground Floor:** Hall, lounge, dining room, kitchen  
**First Floor:** Three bedrooms, bathroom  
**Exterior:** Rear yard

**Note** The property has double glazing

**Possession** Tenanted effective £49pw from 21.09.2009

**Viewing** Strictly external viewing only, the tenant must not be disturbed

**Guide Price: £60,000+**

## Lot 8



## 6 John Street, Romiley, Stockport, SK6 4BR

Two bedroom terraced house

**Directions** John Street is off the main Stockport Road (B6104) close to Romiley Train Station

### Accommodation

**Ground Floor:** Lounge, kitchen, downstairs bathroom  
**First Floor:** Two bedrooms  
**Exterior:** Side and rear yards

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £70,000+**

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Lot 9



## 1 Hove Drive, Fallowfield, Manchester M14 6TF

Three bedroom semi detached house

**Directions** Hove Drive, off Wald Avenue, off Talbot Road, near to junction with Kingsway (A34)

**Accommodation**

<i>Ground Floor:</i>	Hallway, two reception rooms, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Driveway to front, gardens, driveway and garage

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: circa £115,000**

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## Lot 10



### Land off Minerva Road, Farnworth, Bolton, BL4 0HX

Land with permission to build mixed use offices and function suite

**Directions**

Minerva Road, off Bradford Road, near to Royal Bolton Hospital

**Note**

Planning permission was granted on 15 September 2011 for the erection of a building comprising a function suite on the lower ground floor and office units on the ground and first floor including new access road, parking and landscape details

Planning Ref 86036/11  
Bolton Metropolitan Borough Council  
Victoria Square  
Bolton  
BL1 1RU  
Tel: 01204 336 050

**Possession**

Vacant

**Viewing**

Auction Department 0161 443 4740

**Guide Price: No Reserve**

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Lot 11



## 88 Appleby Lodge, Fallowfield, Manchester, M14 6HG

Ground floor studio flat

<b>Directions</b>	Appleby Lodge is opposite Platt Fields Park, close to the centre of Rusholme on Wilmslow Road A6010
<b>Accommodation</b>	<i>Ground Floor:</i> Communal entrance hall. Flat: hall with storage, lounge/bedroom with storage/modern fitted kitchen, bathroom <i>Exterior:</i> Communal gardens and parking - 2 permits
<b>Note</b>	The property has communal gas central heating
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £40,000+**

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## Lot 12



### 5 Market Street, Denton, Manchester, M34 2JL

**A prominent corner building providing the option to divide into two retail units and two first floor flats**

A fantastic opportunity to acquire a double size corner building situated in the heart of Denton's newly constructed village square. The square has been a huge success, attracting a substantial number of local residents.

The building provides flexible accommodation that could be divided into two ground floor shop units and two first floor shop units and two first floor one bedroom flats (plans opposite). Alternatively it could be a large ground floor unit and large first floor offices.

If the building were to be split into four units we would anticipate a minimum rental income of £22,000 per annum.

**Guide Price: circa £55,000**

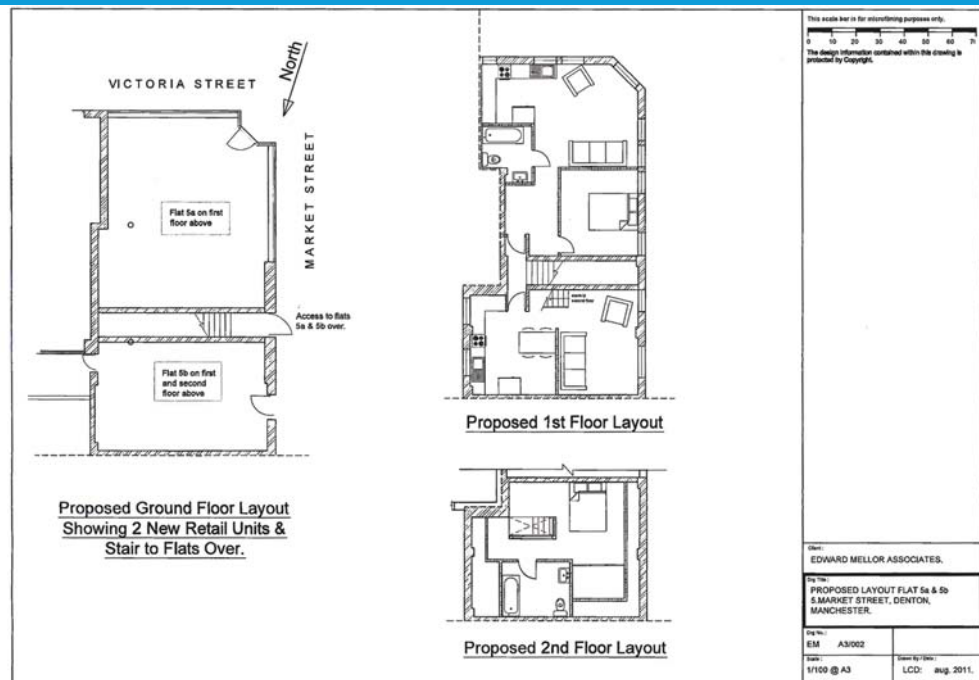
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for a full auction catalogue with guide prices, results and up-to-date information



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## Lot 12



<b>Directions</b>	Off Town Lane, Stockport Road A6017
<b>Accommodation</b>	<i>Ground Floor:</i> Retail unit with potential to split into two separate units. Potential to create two one-bedroom apartments on first floor. <i>Exterior:</i> Rear yard
<b>Note</b>	The vendor of this property has a connected interest in Edward Mellor Ltd.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: circa £55,000**

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## Lot 13



### 471 Blackburn Road, Haslingdon BB4 5AT

Two bedroom end terraced house

**Directions** Blackburn Road is the main A680

**Accommodation (not inspected)**  
*Ground Floor:* Lounge, dining kitchen  
*First Floor:* Two bedrooms, bathroom  
*Exterior:* Rear yard

**Note** The property has central heating

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000+**

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**153 Dentons Green Lane,  
Dentons Green, St Helens,  
WA10 6RG**

**Three bedroom terrace property**

**Directions** Dentons Green Lane (A570) on one way system, access from Lindholme Road (A5780)

**Accommodation**

**Ground Floor:** Two reception rooms, kitchen

**First Floor:** Three bedrooms, bathroom

**Exterior:** Rear garden

**Note** The property needs modernisation

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Lot 14**



**Guide Price: £55,000**

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Today's start time is 2:00pm

## Lot 15



### Part of St. Mary's Church, St. Mary's Street, Hulme, Manchester, M15 5RA

Development opportunity for part of Grade II listed former Church

Directions	Off Moss Lane West, B5219
Description	St. Mary's Church is a Grade II listed building which has been partly re-developed into nine residential apartments. The current opportunity is to purchase the remaining part of the building which would suit numerous development opportunities including further residential conversion (subject to necessary planning)
Note	All interested parties should refer to the legal pack for further information
Possession	Vacant
Viewing	Auction Department 0161 443 4740

**Guide Price: £60,000**

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Lot 16



## 20 Waterford Ave, Romiley, Stockport, SK6 4HL

Three bedroom detached house

<b>Directions</b>	Off Watermeetings Lane, Alamein Drive, Cherry Tree Lane
<b>Accommodation (not inspected but reported to be)</b>	<i>Ground Floor:</i> Kitchen diner, through lounge/dining room <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Paved driveway to the front, garage, rear garden overlooking fields
<b>Note</b>	The property has central heating and Upvc double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £120,000+

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

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Today's start time is 2:00pm

## Lot 17



## 258 Manchester Road, Lostock Gralam, Northwich, Cheshire, CW9 7PL

7 acres of sports fields, detached clubhouse and separate accommodation with changing rooms

### Directions

Manchester Road (A559), off Chester Road (A556), close to Hall Lane junction and the "Slow and Easy" public house/restaurant

### Accommodation

*Owner:* Detached single storey building with well appointed accommodation comprising of superb open plan living room with high specification kitchen and dining area, two large bedrooms and bathroom. Adjoining this are the changing room facilities for the complex.

*Clubhouse:* Detached single storey building with hallway, kitchen, meeting/bar room, two office/meeting rooms and bathroom facilities.

*Exterior* Detached double garage and parking.

The property stands in ground of approximately 7 aced behind electric security gates with a sweeping driveway off the main road with associated parking

**Guide Price: £350,000 – £400,000**

you MUST read the notices to prospective buyers!

Lot 17



**Note**

The property may be suitable for use as equestrian facilities for potential redevelopment of the buildings and site for residential use subject to the necessary consents and permission. Interested parties regarding redevelopment are advised to consult directly with the local planning department at:

Cheshire West and Chester Council,  
58 Nicholas Street,  
Chester,  
CH1 2NP

Tel: 0300 123 8123

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**Possession**

Vacant on completion

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**Viewing**

Auction Department 0161 443 4740

**Guide Price: £350,000 – £450,000**

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Today's start time is 2:00pm

## Lot 18



## 8 Oswald Road, Chorlton-cum-Hardy, Manchester, M21 9LH

Five bedroom semi-detached house with large garden in ever-popular location

### Directions

Oswald Road off Wilbraham Road (A6010) in central Chorlton

### Accommodation

#### Ground Floor:

Entrance hallway, downstairs cloakroom/WC, lounge, rear dining room and modern fitted kitchen with central island, utility room and rear hallway

#### First Floor:

Large feature landing/study area, three double bedrooms, bathroom. Two double bedrooms, one with dressing room, bespoke shower/wet room with WC bathroom.

#### Basement:

Three chambers, rear door to garden

#### Exterior:

Parking to front, beautiful and large rear lawn garden: raised decking to rear of the property

### Note

The property has central heating

### Possession

Vacant

### Viewing

Auction Department 0161 443 4740

**Guide Price: £385,000**



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## 8 Shaw Road, Oldham, OL1 3LQ

Prominent showroom/offices with basement space

**Directions** Shaw Road (B6194) just off Huddersfield Road/Bottom O' Th' Moor (A62) near to Mumps Roundabout

### Accommodation

Brick built two storey showroom/office approximately 2,800sq ft (260sq m) in total including basement.

**Exterior:** Parking is available to the rear

**Note** Rateable value combined at £8,200.00 per annum

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 19



**Guide Price: £70,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 20



## 143 Grove Lane, Cheadle Hulme, Cheshire, SK8 7NG

Three bedroom semi detached house

<b>Directions</b>	Off the Handforth by-pass then onto the continuation of Grove Lane
<b>Accommodation</b>	<i>Ground Floor:</i> Porch, hall, ground floor wc, lounge, separate dining room with French door to garden, dining kitchen, rear hall <i>First Floor:</i> Three bedrooms, bathroom/wc, separate shower room <i>Exterior:</i> Mature gardens to the front and rear, driveway, garage with access to the house
<b>Note</b>	The property has central heating and majority double glazing, and is located in a most desirable location
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £240,000**

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Lot 21



## 6 Gleave Street, Sale, M33 7BR

Two bedroom terraced house

<b>Directions</b>	Gleave Street is off Dane Road which can be found off Cross Street, the A56
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge, kitchen with built in oven and hob, bathroom/wc <i>First Floor:</i> Two bedrooms <i>Exterior:</i> Rear yard with communal lawned garden area
<b>Note</b>	The property has double glazing and central heating
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

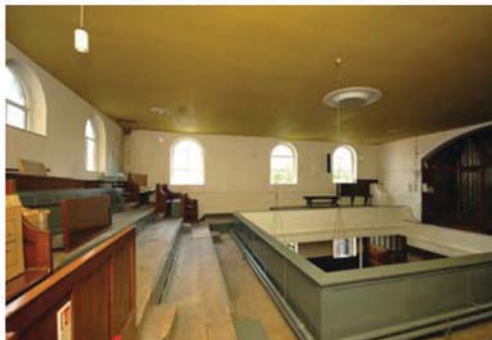
Guide Price: £95,000+

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

0161 443 4740

Today's start time is 2:00pm

## Lot 22



### Haughton Green Methodist Church, Two Trees Lane, Haughton Green, Denton, Manchester, M34 7GL Former church premises

**Directions** Off Stockport Road A6107

**Accommodation** Former church premises comprising:  
Reception area, WCs  
Congregation room with balconies  
Kitchen and WCs room  
Boiler Room  
Meeting Room  
Area approximately 1,858sq ft (172sq m)  
*Exterior:* The property is set in non-consecrated grounds with a plot size of 0.37 acres

**Viewing** Auction Department 0161 443 4740

**Guide Price: £150,000**

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## 1 Oaklands Drive, Prestwich, Manchester, M25 1LJ

Lot 23

Three bedroom semi detached house

**Directions** Off Chatsworth Avenue, off Heywood Road, which is off A665 Bury Old Road

### Accommodation

*Exterior:* Hall, lounge, separate large dining room, kitchen

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

*Exterior:* Gardens to front and rear, driveway, garage

**Note** The property has double glazing

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740



**Guide Price: £95,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 24



## 14 Birch Avenue, Romiley, Stockport, SK6 4DG

Two bedroom terrace house

<b>Directions</b>	Birch Avenue is off Compstall Road (B6104) near Romiley centre, the turning for the road is by "The Stock Dove" public house
<b>Accommodation</b>	<i>Ground Floor:</i> Two reception rooms, fitted kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Small front walled garden, yard to the rear
<b>Note</b>	The property has central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £95,000**

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## 54 Victoria Road, Widnes, WA8 7RJ

Vacant three storey shop with upper parts

**Directions** Off Ashley Way (A562) in prominent main road position

### Accommodation

*Ground Floor:* Shop sales area

*First Floor:* Storage

*Second Floor:* Storage

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 25



**Guide Price: No Reserve**

## 56 & 58 Victoria Road, Widnes, WA8 7RJ

Substantial three storey double fronted corner shop premises

**Directions** Off Ashley Way (A562) in prominent main road position

### Accommodation

*Ground Floor:* Shop sales area

*First Floor:* Storage

*Second Floor:* Storage

**Note** Premises may be suitable for change of use or possible conversion subject to the necessary consents

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 26



**Guide Price: No Reserve**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 27



### 338 East Lancashire Road, Swinton, Manchester, M27 0LJ

Three bedroom detached house

<b>Directions</b>	On main A580
<b>Accommodation (not inspected but reported to be)</b>	<i>Ground Floor:</i> Kitchen diner, lounge, living room, utility, shower room <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Driveway, garage, side and rear gardens
<b>Note</b>	The property is reported to have double glazing and central heating
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £100,000**



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## 13 Redland Avenue, Reddish, Stockport, SK5 7JF

Extended three bedroom semi-detached

**Directions** Off Reddish Road (B6167) near The  
Carousel Public House

### Accommodation

**Ground Floor:** Hallway, 2 reception rooms, kitchen,  
conservatory

**First Floor:** Three bedrooms, bathroom

**Exterior:** Driveway, gardens front and rear

**Note** The property has central heating and  
is majority double glazed

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 28



**Guide Price: £95,000+**

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## Lot 29



## 61 Mersey Bank Avenue, Chorlton Cum Hardy, Manchester, M21 7NT

Extended three bedroom detached property

**Directions** Mersey Bank Avenue is located off Maitland Avenue, off Barlow Moor Road, close to Southern Cemetary main entrance

**Accommodation**

<i>Ground Floor:</i>	Hallway, lounge, large open plan dining room and kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Driveway to front and garden, rear lawn garden and patio, attached integral garage

**Note** The property has double glazing and central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £105,000**

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Lot 30



## Former Lodge Street Garage, Lodge Street, Middleton Manchester, M24 6AA

Former workshop/premises on site circa 0.56 acres (0.22 hectares)

**Directions** Lodge Street off Townley Steet, off the roundabout on Assheton Way/Long Street (A664)

**Accommodation** *Ground Floor:* Former workshop and offices approximately 3726sq ft (derelict) fronting main road, parking area to front, large grounds to rear with separate rear access towards Townley Street.

**Note** The site may be suitable for commercial redevelopment as the artists impression of the site suggests: subject to the necessary consents. Interested parties are advised to consult with the local planning department direct at:  
*Planning and Regulation, PO Box 32, Telegraph House, Baillie Street, Rochdale, OL16 1JH. Tel: 0845 121 2973. Email: development.control@rochdale.gov.uk*

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £85,000+**

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

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Today's start time is 2:00pm

## Lot 31



## 58 Mortimer Street, Oldham, OL1 3JB

### Two bedroom terraced house

**Directions** Off Egerton Street, which is directly off B6194 Shaw Road

#### Accommodation (not inspected)

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Two bedrooms, bathroom w/c

*Exterior:* Rear yard

**Note** The property has double glazing and central heating. This lot will complete six weeks after exchange or earlier by arrangement.

**Possession** Vacant on completion (unless previously let - please see addendum sheet)

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000+**

## Lot 32



## 6 Hersey Street, Salford, M6 5GT

### Two bedroom terraced house

**Directions** Off Liverpool Street, off Langworthy Road A5186

#### Accommodation

*Ground Floor:* Hall, large lounge, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £48,000+**

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## 116 Glen Ave, Moston, Manchester, M9 4EU

Two bedroom end terrace house

**Directions** Off Gill Street, Moston Lane

**Accommodation (not inspected but reported to be)**

*Ground Floor:* One reception room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Small front garden, yard to rear

**Tenancies** Please refer to legal pack for a copy of the tenancy agreement

**Possession** Tenanted

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

Lot 33



**Guide Price: £50,000**

## 2 Essex Street, Darwen, Blackburn, BB3 3JF

Two bedroom end terrace house

**Directions** Off Marsh House Lane, Sudell Road

**Accommodation (not inspected but reported to be)**

*Ground Floor:* Two reception room, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Small front garden, yard to rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 34



**Guide Price: £39,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 35



### Hill Crest, Chester Road, Dunham on the Hill, Frodsham, Cheshire, WA6 0JQ

Two bedroom detached bungalow on substantial plot

#### Directions

The property is located by turning right off A5117 at The Helsby Arms

#### Accommodation

*Ground Floor:* Storm porch, two double bedrooms with fitted wardrobes, bathroom with specification 'sauna shower', L-shaped lounge opening into a dining kitchen, large conservators to the rear

*Exterior:* Detached garage, large driveway, garden to three sides

**Guide Price: £200,000**

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Today's start time is 2:00pm

## Lot 36



## 14 Longsight Lane, Cheadle Hulme, Cheshire, SK8 6PW

Substantial extended four bedroom detached property

**Directions** Longsight Lane off Stanley Road (B5094) close to A34 Handforth bypass

**Accommodation**

*Ground Floor:* Hallway, front reception room, large rear lounge, large family dining kitchen, downstairs WC, conservatory off kitchen

*First Floor:* Landing, four bedrooms, very large bathroom with roll top bath and separate shower

*Exterior:* Driveway, integral garage, well stocked established mature gardens to front and rear

**Note** The property has central heating, double glazing and is in good order throughout

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: Refer to Auctioneers**



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## 1 Argyle Street, Gorton, Manchester, M18 8EJ

Two bedroom end terraced house

**Directions** Off Borwell Street, off Gorton Lane, off A6010 Pottery Lane

### Accommodation

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

**Note** The property has majority double glazing

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Guide Price: £42,000**

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

**Lot 37**



**0161 443 4740**

Today's start time is 2:00pm

## Lot 38



### 43 Grecian Street North, Salford, M7 2JR

8 Bedroom HMO Terrace producing £515 per week on all AST agreements

**Directions** Grecian Street North (at corner with Oak Street) off Great Cheetham Street West (A576)

**Tenancies** Refer to legal pack: all 8 tenancies are available for inspection

**Accommodation**

*Ground Floor:*

- Hallway
- Room 1: Not inspected
- Room 2: Bedsit with kitchen area and washbasin
- Room 3: Bedsit with separate kitchen
- Bathroom

*First Floor*

- Landing
- Room 4: Bedsit with kitchen area and wash basin
- Room 5: Not inspected
- Room 6: Not inspected
- Bathroom, laundry room

**Guide Price: £150,000 – £200,000**

you MUST read the notices to prospective buyers!

Lot 38



---

<b>Accommodation</b>	<i>Second Floor:</i>	Landing Room 7: Bedsit with kitchen area and washbasin Room 8: Two rooms, kitchen and washbasin
	<i>Externally:</i>	Gardens to three sides, Garage
<b>Note</b>		The property has central heating and majority double glazing, HMO licence and associated documents are available for inspection in legal pack
<b>Tenancies</b>		Tenanted
<b>Tenancies</b>		Auction Department 0161 443 4740

---

**Guide Price: £150,000 – £200,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 39



### Flat 3, 165a Lord Street, Southport, Merseyside, PR8 1PF Fully refurbished 1 bedroom duplex apartment in Town Centre

<b>Directions</b>	The apartments are located over the "Westminster Tea Rooms" on Lord Street Boulevards
<b>Accommodation</b>	Landing, kitchen, bathroom, staircase to bedroom and lounge
<b>Note</b>	The property has central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740



**Guide Price: £49,000**

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Lot 40



## Flat 2, 165a Lord Street, Southport, Merseyside, PR8 1PF

Fully refurbished 1 bedroom upper floor apartment in Town Centre

<b>Directions</b>	The apartments are located over the "Westminster Tea Rooms" on Lord Street Boulevards
<b>Accommodation</b>	Living room with kitchen, bedroom, bathroom
<b>Note</b>	The property has central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740



Guide Price: £49,000

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

0161 443 4740

Today's start time is 2:00pm

Lot 41



## 11 Winslow Street, Openshaw, Manchester, M11 2AY

### Two bedroom terraced house

**Directions** Off Herne Street, Holroyd Street, Wilson Street

#### Accommodation (not inspected but reported to be)

*Ground Floor:* Once reception room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, yard to rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**

*Notes:*

you MUST read the notices to prospective buyers!

Lot 42



## Flat 1, 165a Lord Street, Southport, Merseyside, PR8 1PF

Fully refurbished 1 bedroom upper floor apartment in Town Centre

<b>Directions</b>	The apartments are located over the "Westminster Tea Rooms" on Lord Street Boulevards
<b>Accommodation</b>	Living room with kitchen, bedroom, bathroom
<b>Note</b>	The property has central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**SCANLANS**  
Consultant Surveyors LLP

**Guide Price: £49,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 43



### 1 Hebers Court, Whalley Road, Middleton, M24 6HJ

Generous two bedroom ground floor purpose built apartment

<b>Directions</b>	Whalley Road off Hollin Lane (A6046)
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway with storage, open plan living room with fitted kitchen, two bedrooms, bathroom <i>Exterior:</i> Allocated parking to rear via secure gates
<b>Note</b>	The property has central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740



**Guide Price: £48,000**

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## Portfolio of 3 ground rents on head lease for 165a Lord Street, Southport, Merseyside, PR8 1PF

Collectable ground rents totalling £30,000 per annum until 2030 on 12.5 Year Lease. Uplift by £25,000 per annum, per property every 25 years.

Refer to legal pack for details

Lot 44

**WITHDRAWN  
UNTIL FEBRUARY  
AUCTION**



Guide Price: Refer to auctioneer

## 1a Marple Avenue, Blackpool, FY3 9BJ

Three bedroom end terrace property

**Directions** Marple Avenue, off Forest Gate, off Mere Road off Whitegate Drive (A583). The property is nearby to Blackpool Park Golf Club and Stanley Park

### Accommodation

**Ground Floor:** Hallway, two reception rooms, dining kitchen  
**First Floor:** Three bedrooms, bathroom  
**Exterior:** Small front garden, yard to the rear, potential for off road parking

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 45



**SOLD PRIOR**

Guide Price: No Reserve

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

0161 443 4740

Today's start time is 2:00pm

## Lot 46



### 36 Riddings Road, Timperley, Altrincham, WA15 6BP

Vacant shop with upper parts in parade of shops in residential area

**Directions** Riddings Road off Washway Road (A56)

**Accommodation**

<i>Ground Floor:</i>	48 sqm shop space, internal storage, kitchen
<i>First Floor:</i>	Landing, three rooms, bathroom, separate WC
<i>Exterior:</i>	Large garden to rear

**Note** The property requires modernisation

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £140,000**

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Notes:

## 239 Chapel Lane, Blackley, Manchester, M9 8NA

Three bedroom end terrace

Hopkins  
Henstock

Lot 47

**Directions** Chapel Lane close to junction with Tweedle Hill Lane. It is easily accessed by turning onto Tweedle Hill Lane off Victoria Avenue East (A6104)

### Accommodation

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

**First Floor:** Two bedrooms, bathroom

**Exterior:** Front garden and rear patio garden

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740



**Guide Price: £55,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 48



### 38 Hartley Hall Gardens, Gowan Road, Whalley Range, Manchester, M16 8PL

Three bedroom modern executive mews in secure gated development

<b>Directions</b>	The development is found on Gowan Road, off Alexandra Road South, off Wilbraham Road (A6010) close to Kassim Darwish Grammar School
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, downstairs WC, two reception rooms, fitted kitchen <i>First Floor:</i> Three bedrooms, bathroom, en-suite to master <i>Exterior:</i> Allocated parking for property, visiting parking, larger than average rear lawn garden
<b>Note</b>	The property has central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £180,000**

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Lot 49



## The Brunswick Hotel, 112 Oldham Road, Middleton, M24 1AX

**Public House with separate sandwich bar and income from two advertising hoardings**

**Directions** Oldham Road (A669) at traffic light junction/crossroads with Townley Street

**Accommodation** Two hoardings producing £4,800 per annum on lease

**Accommodation** *Ground Floor:* Main bar, games room, two further bar areas, WCs, additional shop, premises to side

*First Floor:* Lounge, kitchen diner, four bedrooms, two bathrooms

*Second Floor:* Converted loft/office

*Basement:* Beer cellar

*Exterior:* Pavement fronted, yard to the rear, side beer garden



**Note** The property has central heating, trading figures can be provided on request, fixtures and fittings may be available separately under negotiation.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £125,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 50



### The Coach House, 14 Edge Lane, Chorlton Cum Hardy, Manchester, M21 9JF

The best kept secret in Chorlton? Substantial, individual and attractive four/five bedroom detached property in own grounds

<b>Directions</b>	Edge Lane (A5145) off High Lane, access through Belgravia Gardens
<b>Tenancies</b>	AST holding over £1,400 pcm, property will be sold vacant
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, cloaks area, large cupboard/pantry open plan contemporary kitchen/dining/living room opening onto decking area, large reception room with parquet flooring, leads to annex having bathroom, utility room and bedroom/home office. <i>First Floor:</i> Four bedrooms, large bathroom with roll top bath and separate shower <i>Exterior:</i> Pleasant and very private good size lawn gardens with separate conservatory and two sheds, private driveway, walled perimeter and decking area

**Guide Price: £600,000 – £700,000**

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Lot 50



**Note** The property has central heating and double glazing

**Possession** Currently tenanted but will be sold vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £600,000 – £700,000**

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Today's start time is 2:00pm

Lot 51



## 34 Fenchurch Avenue, Newton Heath, Manchester, M40 2RH

Three bedroom semi-detached

**Directions** Fenchurch Avenue, off Amos Avenue, off Culcheth Lane

### Accommodation

*Ground Floor:* Hallway through lounge, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Gardens front and rear

**Note** The property has central heating, partial double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Hopkins

Henstock

**Guide Price: £55,000**

*Notes:*



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Lot 52



## 308 Bolton Road, Walkden, Manchester, M28 3FJ

End terrace commercial property with parking, cellar and garage

<b>Directions</b>	Bolton Road/Worsley Road North intersection (A575) near to Jackson Street	
<b>Accommodation</b>	<i>Ground Floor:</i>	Two rooms, kitchen area (50sq m)
	<i>First Floor:</i>	Two rooms, bathroom (42sq m)
	<i>Basement:</i>	Two chambers (35sq m)
	<i>Exterior:</i>	Small front garden area, yard to the rear, car parking and garage
<b>Note</b>	The property has central heating and may be suitable for conversion to residential subject to relevant planning permission and consents	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £60,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 53



### 55 Stockport Road, Cheadle Heath, Stockport, SK3 0HZ

Three bedroom semi-detached house

**Directions** Stockport Road (A560) close to junction with St Lesmo Road

**Accommodation** *Ground Floor:* Hallway, two reception rooms, kitchen  
*First Floor:* Three bedrooms, bathroom  
*Exterior:* Front garden and large rear lawn garden

**Note** The property has central heating and majority double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £80,000**

you MUST read the notices to prospective buyers!

694 Bolton Road, Pendlebury,  
Swinton, Manchester, M27 6EL

Lot 54

Shop premises with self-contained flat above

Directions On main A666

Accommodation (not inspected but reported to be)

Ground Floor: Shop area, WC

First Floor: Three rooms, kitchen, bathroom, WC

Possession Vacant

Viewing Auction Department 0161 443 4740



Guide Price: £40,000

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0161 443 4740

Today's start time is 2:00pm

Lot 55



## 7 Beard Road, Gorton, Manchester, M18 7QX

Two bedroom terrace house

<b>Directions</b>	Off Buckley Road, Mount Road
<b>Tenancy</b>	Please refer to legal pack for a copy of the tenancy agreement
<b>Accommodation (not inspected but reported to be)</b>	
<i>Ground Floor:</i>	One reception room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Small front garden
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £43,000**

you MUST read the notices to prospective buyers!

Lot 56



## Flat 6, 3 Oswald Road, Chorlton-cum-Hardy, Manchester, M21 9LH

Tenanted one bedroom second floor flat

Directions	Oswald Road, off Wilbraham Road (A6010) in Central Chorlton on corner of Vincent Avenue
Tenancies	6 Month AST from 1st November 2011 at £475 pcm
Accommodation	<i>Ground Floor:</i> Communal hallway <i>Second Floor:</i> Living room, fitted kitchen, bedroom, shower room <i>Exterior:</i> Communal lawn gardens
Note	The property has central heating
Possession	Tenanted
Viewing	Auction Department 0161 443 4740

Guide Price: £65-75,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 57



## 48 Lower Bents Lane, Bredbury, Stockport, SK6 2NJ

Two bedroom terrace house

**Directions** Lower Bents Lane is the A6017 which is direct off the A560 Stockport Road West

**Accommodation**  
*Ground Floor:* Entrance vestibule, lounge, dining kitchen  
*First Floor:* Two bedrooms, bathroom/WC  
*Exterior:* Rear yard with outbuildings

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £68,000+**

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for a full auction catalogue with guide prices, results and up-to-date information

you MUST read the notices to prospective buyers!

Lot 58



## 12 The Broadway, Bredbury, Stockport, SK6 2NZ

Two bedroom semi-detached with large rear garden

**Directions** The Broadway, off Stockport Road West (A560) opposite Morrisons Supermarket. The house is found on the corner of The Broadway just past Kingsway.

**Accommodation**

<i>Ground Floor:</i>	Hallway, lounge, modern fitted dining kitchen
<i>Second Floor:</i>	Two bedrooms, bath/shower room
<i>Exterior:</i>	Garden fronted, large rear lawn garden

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £75,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 59



## 32 Dresden Street, Moston, Manchester, M40 0AX

Two bedroom semi-detached house

**Directions** Off St Mary's Road, off Nuthurst Road, which is off A663 Broadway

### Accommodation

*Ground Floor:* Small entrance hall, lounge, open plan to dining room, kitchen

*First Floor:* Two bedrooms, bathroom/WC

*Exterior:* Yard to rear

**Note** The property has central heating

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Guide Price: circa £45,000+**

## Lot 60



## 12 Bright Street, Radcliffe, Manchester, M26 2YA

Two bedroom terraced house

**Directions** Off Fletcher Street, A6053

### Accommodation

*Ground Floor:* Lounge, kitchen area, pantry

*First Floor:* Two bedrooms, bathroom

*Exterior:* Yard to the rear

**Note** The property has double glazing

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**



you MUST read the notices to prospective buyers!

## 673 Hyde Road, Belle Vue, Manchester, M12 5PS

Three bedroom terrace house

**Directions** On main A57

### Accommodation

*Ground Floor:* One reception room, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Yard to the rear

**Possession** Tenanted

**Viewing** Auction Department 0161 443 4740

Lot 61



**Guide Price: £39,000**

## 36 Alconbury Walk, Blackley, Manchester, M9 0GN

Three bedroom terrace property

**Directions** Turn off Victoria Avenue (A6104) onto Heaton Park Road, turn right onto Finningley Road and take the third left turn into the cul-de-sac: Alconbury Walk is found at the top of the cul-de-sac and is not accessible with vehicles

### Accommodation

*Ground Floor:* Hallway, dining kitchen, lounge

*First Floor:* Three bedrooms, bathroom

*Exterior:* Gardens front and rear

**Note** The property has central heating and partial double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 62



**Guide Price: £50,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 63



### 7 Crossfield Road, Eccles, Manchester M30 7RY

Tenanted two bedroom ground floor flat

<b>Directions</b>	Close to the roundabout junction of Liverpool Road/Cadishead Road (A57) and Liverpool Road (B5320) heading towards the M60 Eccles
<b>Tenancies</b>	Awaiting sight of tenancy agreement
<b>Accommodation</b>	<i>Ground Floor:</i> Communal hallway, hall, lounge, dining kitchen, two double bedrooms, bathroom and separate WC <i>Exterior:</i> The property has communal parking to the rear, a rear store and communal gardens to front and rear
<b>Note</b>	The property has recent uPVC double glazing and gas central heating and is in good order throughout
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £25,000 – £35,000**

you MUST read the notices to prospective buyers!

Lot 64



## 29 Beverley Street, Blackley, Manchester, M9 4ED

Two bedroom terrace property

**Directions** Beverley Street, off Moston Lane, off Rochdale Road (A664)

**Accommodation**  
(not inspected but reported to be)

<i>Ground Floor:</i>	Lounge, dining kitchen
<i>Second Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Small front area, yard to the rear

**Note** The property has no central heating system

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 65



### 2b Minehead Avenue, Withington, Manchester, M20 1FW

#### Three bedroom semi-detached house

<b>Directions</b>	Off Moorgate Avenue, off Princess Road (A5109)
<b>Accommodation</b>	<i>Ground Floor:</i> Porch, store room, hallway, two reception rooms, kitchen <i>First Floor:</i> Three bedrooms, bathroom, separate WC <i>Exterior:</i> Communal driveway, front garden and large rear lawn garden
<b>Note</b>	The property has central heating and majority double glazing  It is important that potential buyers are aware that this property is of a non-standard construction and is not suitable for mortgage therefore cash buyers or persons nondependent of finance only should bid
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: No Reserve**

you MUST read the notices to prospective buyers!

## Garage on Lenfield Lane, Royton, Oldham, OL1 2JU

Vacant garage in need of repair

**Directions** Lenfield Lane is the first left off Booth Hill Lane (one way) off Oldham Road (A671) opposite The Royal Oldham Hospital

**Note** The garage plan and location will be detailed and verified within the legal pack

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 66



**Guide Price: £2,500**

*Notes:*

# 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.

# 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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# COMMON AUCTION CONDITIONS

The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION.

They override all other CONDITIONS and can only be varied if WE agree. Based on RICS Common Auction Conditions Edition 3 (2009).

## Introduction

The common auction conditions have three main sections:

### 1. Glossary

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

### 2. Auction Conduct Conditions

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

### 3. Conditions of Sale

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

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

These conditions are legally binding.

## Important Notice:

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

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

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

## Glossary

In the CONDITIONS wherever it makes sense:

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

below.

## ACTUAL COMPLETION DATE

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

## ADDENDUM

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

## AGREED COMPLETION DATE

Subject to condition G9.3:

- (a) the date specified in the SPECIAL CONDITIONS, or
- (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT date but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

## APPROVED FINANCIAL INSTITUTION

Any Bank or Building Society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

## ARREARS

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

## ARREARS SCHEDULE

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

## AUCTION

The auction advertised in the CATALOGUE.

## AUCTION CONDUCT CONDITIONS

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

## AUCTIONEERS

The auctioneers at the AUCTION.

## BUSINESS DAY

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

## BUYER

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

## CATALOGUE

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

## COMPLETION

Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER's conveyancer's client account.

## CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

## CONTRACT

The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT

## CONTRACT DATE

The date of the AUCTION, or if the LOT is not sold at the AUCTION:

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

## DOCUMENTS

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

## FINANCIAL CHARGE

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

## GENERAL CONDITIONS

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

## INTEREST RATE

If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgement debts, if applicable).

## LOT

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

## OLD ARREARS

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

## PARTICULARS

The section of the CATALOGUE that contains

descriptions of each LOT (as varied by any ADDENDUM).

## PRACTITIONER

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

## PRICE

The price that the BUYER agrees to pay for the LOT.

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

The form so headed available from the AUCTIONEERS on request (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

## SELLER

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

## SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The AUCTIONEERS.

## YOU (AND YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or

not a BUYER.

## Auction Conduct Conditions

### A1 INTRODUCTION

A1.1 Words in capitals have special meaning, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU and cannot be dis-applied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if WE agree.

### A.2 OUR ROLE

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

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

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

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

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

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER INFORMATION

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

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

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

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

### A5 THE CONTRACT

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

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

A5.3 YOU must, before leaving the AUCTION:

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

A5.4 If YOU do not WE may either

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

A5.5 The deposit:

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

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

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

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

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

A5.8 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

#### **A6 Extra Auction Conduct Conditions**

A6.1 Despite any SPECIAL CONDITION to the contrary, the minimum deposit WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

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

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

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

#### **G1 THE LOT**

G1.1 The LOT, including any rights granted and reserved (and any exclusions from it), is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any financial charges; these the SELLER must discharge on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and

other matters relating to town and country planning, highways or public health;

- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquires a prudent buyer would make, whether or not the BUYER has made them;
- (i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

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

G1.8 Where chattels are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.

G1.9 The BUYER buys with full knowledge of

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

G1.10 The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

#### **G2 DEPOSIT**

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

- (a) the minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
- (b) 10% of the PRICE (exclusive of any VAT on the PRICE).

#### **G2.2 THE DEPOSIT**

- (a) must be paid to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence;
- (b) is to be held as agents for the seller unless the special conditions provide otherwise.

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

G2.4 If a cheque for the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of contract.

G2.5 Interest earned on the deposit belongs to the AUCTIONEERS unless the SALE CONDITIONS provide otherwise.

#### **G3 BETWEEN CONTRACT AND COMPLETION**

G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and:

- (a) produce to the BUYER on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum assured or make other changes to the policy;
- (d) at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER;
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damages arising after the CONTRACT DATE or assign to the BUYER the benefit of any claim;

and the BUYER must on completion reimburse to the SELLER the cost of that insurance (to the extent not already paid by the BUYER or a tenant or other third party) for the period from and including the CONTRACT DATE to COMPLETION.

G3.2 No damage to or destruction of the LOT nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

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

G3.4 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

#### **G4 TITLE AND IDENTITY**

G4.1 Unless GENERAL CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOTs at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.

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

- (a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;
- (b) if the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold;
- (c) if the LOT is not registered land the SELLER is to

give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT;

(d) If title in the course of registration, title is to consist of certified copies of:

- (i) the application for certification of title made to the land registry;
  - (ii) the DOCUMENTS accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry, and to instruct the land registry to send the completed registration documents to the BUYER.
- (e) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the transfer shall so provide):

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

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

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

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

## G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

- (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if condition G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER, and
- (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER remains liable in any respect in

relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

## G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

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

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

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

G6.4 Unless the SELLER and the BUYER otherwise agree COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the total payment is unconditionally received in the SELLER'S conveyancer's client account.

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

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

## G7 NOTICE TO COMPLETE

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

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

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

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

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

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

## G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT;
- (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder; if applicable) unless the SELLER is entitled to forfeit the deposit under GENERAL CONDITION G7.3.

## G9 LANDLORD'S LICENCE

G9.1 Where the LOT is or includes leasehold land and licence to assign is required, this CONDITION G9 applies:

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

G9.3 The AGREED COMPLETION DATE is to be not earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that the licence has been obtained.

G9.4 The SELLER must:

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

G9.5 The BUYER must:

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

G9.6 If within 3 months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this condition) by notice to the other terminate the CONTRACT at any time before the licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

## G10 INTEREST AND APPORTIONMENTS

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

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

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

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

<p>interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.</p>	<p>any TENANCY against an undertaking to hold it to the BUYER'S order;</p>	<p>be required by the rent deposit deed.</p>
<p>G10.4 Apportionments are to be calculated on the basis that:</p>	<p>(e) not without the consent of the seller release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to this CONDITION G11.</p>	<p><b>G14 VAT</b>  G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice.  G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.</p>
<p>(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.</p>	<p>G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.</p>	
<p><b>G11 ARREARS</b></p>	<p><b>G12 MANAGEMENT</b></p>	<p><b>G15 TRANSFER AS A GOING CONCERN</b></p>
<p><b>Part 1 Current Rent</b></p>	<p>G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.</p>	<p>G15.1 Where the SPECIAL CONDITIONS so state: (a) The SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and (b) this CONDITION G15 applies.</p>
<p>G11.1 "Current Rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date or within four months preceding COMPLETION.</p>	<p>G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.</p>	<p>G15.2 The SELLER confirms that the SELLER: (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.</p>
<p>G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them only if details of those ARREARS are given in the SPECIAL CONDITIONS</p>	<p>G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION, (such as, but not limited to, an application for licence, a rent review, a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY, or a new tenancy or agreement to grant a new tenancy) and: (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would [but for the indemnity in paragraph (c)] expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;</p>	<p>G15.3 The BUYER confirms that: (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group; (b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION; (c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and (d) it is not buying the LOT as a nominee for another person.</p>
<p>G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.</p>	<p>(b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.</p>	<p>G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence</p>
<p><b>Part 2 BUYER to pay for ARREARS</b></p>	<p><b>G13 RENT DEPOSITS</b></p>	<p>(a) of the BUYER'S VAT registration; (b) that the BUYER has made a VAT OPTION; and (c) that the VAT OPTION has been notified in writing to HM Revenue &amp; Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, GENERAL CONDITION G14.1 applies at COMPLETION.</p>
<p>G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.</p>	<p>G13.1 This CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.</p>	<p>G15.5 The BUYER confirms that after COMPLETION the BUYER intends to: (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and (b) collect the rents payable under the TENANCIES and charge VAT on them.</p>
<p>G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.</p>	<p>G13.2 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.</p>	<p>G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then:</p>
<p>G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.</p>	<p>G13.3 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach; (b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may</p>	<p>(a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT; and (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the</p>
<p><b>Part 3 BUYER not to pay for ARREARS</b></p>	<p>(a) so state; or (b) give no details of any ARREARS</p>	
<p>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:</p>	<p>(c) give no details of any ARREARS</p>	
<p>(a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY; (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment); (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancers may reasonably require; (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of</p>		

- VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

## G16 CAPITAL ALLOWANCES

- G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
  - to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & Customs for the purposes of their respective capital allowance computations.

## G17 MAINTENANCE AGREEMENTS

- G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.

## G18 LANDLORD AND TENANT ACT 1987

- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## G19 SALE BY PRACTITIONER

- G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold
- in its condition at COMPLETION;
  - for such title as the SELLER may have; and
  - with no title guarantee;

and the BUYER has no right to rescind the contract or any other remedy if information provided about

the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- 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
- the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

## G20 TUPE

- G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies" this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- 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.
  - The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
  - 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.
  - the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

## G21 ENVIRONMENTAL

- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

## G22 SERVICE CHARGE

- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

- service charge expenditure attributable to each TENANCY;
- payments on account of service charge received from each tenant;
- any amounts due from a tenant that have not yet been received;
- any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

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

- 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;
- attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds.  
BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the buyer must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

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

- the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

## G23 RENT REVIEWS

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be

unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

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

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

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

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

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

#### G24 TENANCY 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 assignment 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 (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next

following BUSINESS DAY.

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

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

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

#### G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

Property Services:

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

Other Services:

0800 195 8900

Life Insurance  
Income Protection  
Pension Advice  
Will Writing  
Probate Services  
Conveyancing

EDWARD  
**mellor**  
auction

65-81 St Petersgate  
Stockport SK1 1DS

Telephone: 0161 443 4740  
Fax: 0161 480 8280

Catalogue Hotline: 09067 301010

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

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

