

Wednesday 2nd May 2012  
Registration from 1.00pm  
Auction start time 2.00pm

EDWARD  
mellor  
0161 443 4740  
auction

The Point  
Lancashire County Cricket Club  
Talbot Road, Old Trafford, Manchester M16 0PX

from our March auction

24 Maybury Street,  
Abbey Hey, Manchester



Two bedroom  
terraced house

Guide price: £30,000

**Sold for £39,000**

Norden, Northenden,  
Manchester



Detached  
bungalow

Guide price: £125,000

**Sold for £142,500**

2 Windsor Court,  
Sale, Cheshire



Two bedroom  
apartment

Guide price: £60,000

**Sold for £77,500**

49 Marsh Lane,  
New Mills, High Peak



Three bedroom semi  
detached house

Guide price £75,000

**Sold for £91,000**

2 Cornford Avenue,  
Gorton, Manchester



Three bedroom end  
terraced house

Guide price: £50,000

**Sold for £73,500**

71 Richmond Grove,  
Longsight, Manchester



Four bedroom  
terraced house

Guide price: £110,000+

**Sold for £171,000**

# auction dates for 2012

## Auction

Wednesday 2nd May 2012

Thursday 7th June 2012

Tuesday 17th July 2012

Wednesday 19th September 2012

Wednesday 31st October

## Closing Date

26th March 2012

4th May 2012

11th June 2012

14th August 2012

24th September 2012

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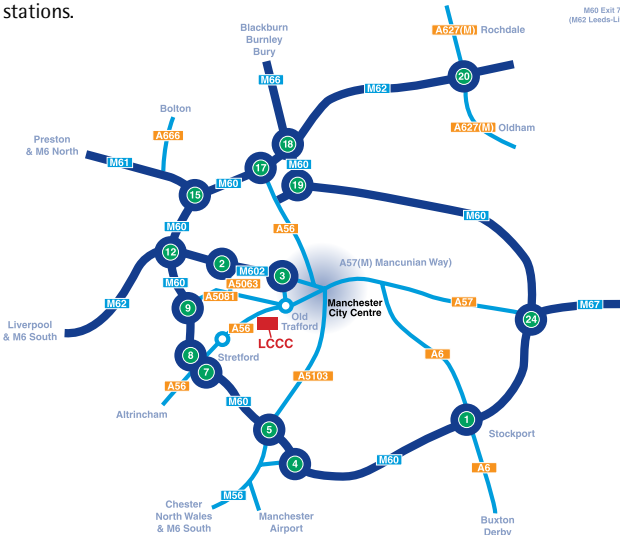
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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/Altrincham, 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 pre-contract 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.

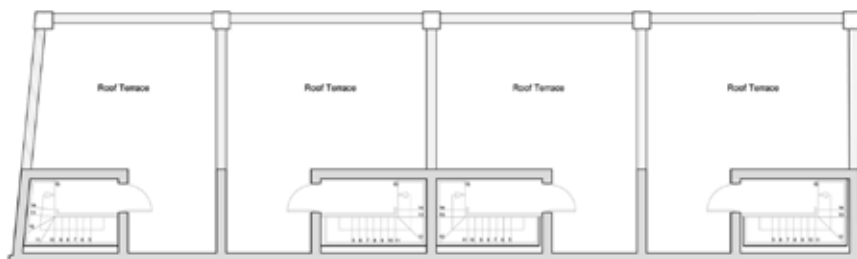
13. A 0.5% Buyers Premium with a minimum of £495.00 (inclusive of VAT) will be payable by the Buyer or his/her agent for each lot purchased, at the same time as, and in addition to, the contractual deposit. This can be paid separately or added to the deposit.

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

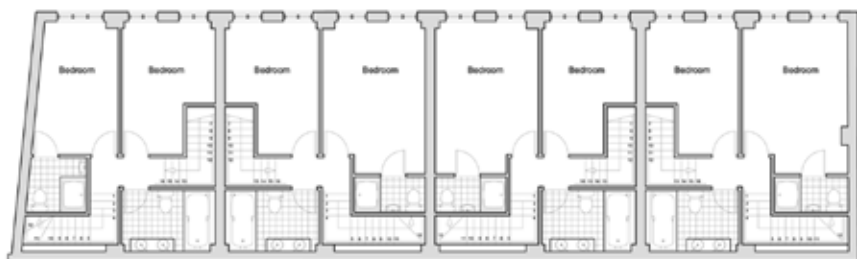
We hope that we have covered all the aspects usually encountered; however, the Auction Department will be pleased to assist with any other queries you may have. **Good luck!**

Today's start time is 2:00pm

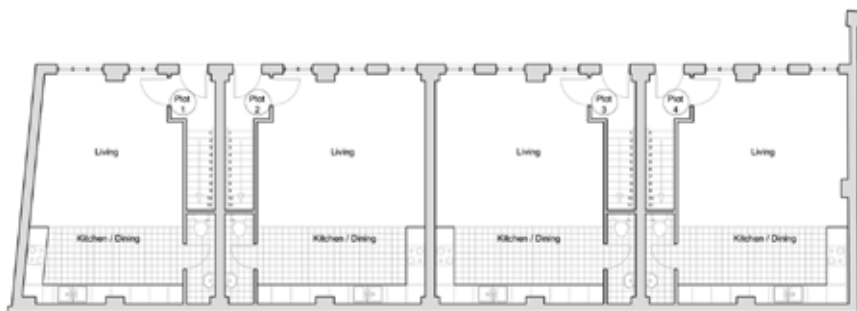
## Preliminary Announcement



Proposed Second Floor Plan 1:100  
(Maisnettes)



Proposed First Floor Plan 1:100  
(Maisnettes)



Proposed Ground Floor Plan 1:100  
(Maisnettes)

Guide Price: £70,000+

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

## Preliminary Announcement



Proposed Site Plan 1:200



### 2-4 Oat Street, Stockport, Cheshire, SK1 3JX

Development site with planning permission for four mews properties

This lot is due for auction on Thursday 7th June 2012 - enquiries are now invited.

The vendor of this property is a director of Edward Mellor Ltd.

Auction Department **0161 443 4740**

**Guide Price: £70,000+**

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

**0161 443 4740**

# Order of sale for Wednesday 2nd May

Sale starts at 2:00pm

1	<b>BLACKBURN</b>	Rope Cottage	Detached house
2	<b>ECCLES</b>	129a Liverpool Road	Three bedroom semi-detached house
3	<b>CLAYTON</b>	203 Barrington Street	Two bedroom terraced house
4	<b>HYDE</b>	8 Brighton Grove	Two bedroom terraced house
5	<b>CLAYTON</b>	12 Tottington Street	Two bedroom terraced house
6	<b>LEVENSHULME</b>	202 Barlow Road	Two bedroom terraced house
7	<b>STOCKPORT</b>	18-20 Lower Hillgate	Double fronted town centre shop
8	<b>LEIGH</b>	12 Edna Rd, 39 & 54 Douglas Rd	Portfolio of three properties
9	<b>CLAYTON</b>	33 Stokes Street	Two bedroom end terraced house
10	<b>ROYTON</b>	67 Marlborough Road	Three bedroom end terraced house
11	<b>IRLAM</b>	62 School Lane	Two bedroom semi-detached bungalow
12	<b>OFFERTON</b>	The Nook	Two bedroom semi-detached cottage
13	<b>HEATON CHAPEL</b>	451 Manchester Road	Shop premises with accommodation
14	<b>DAVENPORT</b>	53 Roslyn Road	Two bedroom semi-detached house
15	<b>CRUMPSALL</b>	27 & 27a Lansdowne Road	Tenanted shop and separate tenanted flat
16	<b>ABBAY HEY</b>	22 Madison Street	Two bedroom terraced house
17	<b>OFFERTON</b>	46 George Street West	Two bedroom semi-detached house
18	<b>MANCHESTER</b>	7 Thurlby Street	Four bedroom period end terrace
19	<b>BLACKLEY</b>	48 Swinburn Street	Two bedroom terraced house
20	<b>LEIGH</b>	10 Kenilworth Drive	Two bedroom end terraced house
21	<b>CALE GREEN</b>	35 Adswold Lane West	Substantial semi-detached house
22	<b>LEIGH</b>	20 Douglas Rd, 8 Edna Rd & 3 Laxey	Portfolio of three properties
23	<b>BURNLEY</b>	14 Villiers Street	Two bedroom terraced house
24	<b>STRETFORD</b>	52 Braemar Avenue	Three bedroom semi-detached house
25	<b>MOSTON</b>	477 Moston Lane	Vacant end terrace shop with rooms over
26	<b>DARWEN</b>	12 Anchor Grove	Three bedroom semi-detached house
27	<b>CLAYTON</b>	11 Pioneer Street	Two bedroom terraced house
28	<b>OPENSHAW</b>	42 Greenside Street	Two bedroom terraced house
29	<b>OLDHAM</b>	209 Lees Road	Vacant three bedroom terraced house
30	<b>SALFORD</b>	19 Pembroke Street	Three bedroom terraced house
31	<b>BOLTON</b>	111 Escrick Road	Tenanted three bedroom three storey terrace
32	<b>LEIGH</b>	43/69 Laxey Cres & 58 Douglas Rd	Portfolio of three properties
33	<b>GORTON</b>	17 Monkton Avenue	Three bedroom semi-detached house
34	<b>WEST DIDSBURY</b>	839 Princess Road	Three bedroom terraced house
35	<b>COLNE</b>	4 Keighley Road	Thirteen bedroom former nursing home
36	<b>ROCHDALE</b>	264 Market Street	Public house with potential for conversion
37	<b>MIDDLETON</b>	The Brunswick Hotel	Public house with separate sandwich bar
38	<b>OPENSHAW</b>	2 Colliery Street	Two bedroom end terraced house
39	<b>MOSTON</b>	47 Arbory Avenue	Two bedroom semi-detached house
40	<b>EDGELEY</b>	79 & 81 Castle Street	Tenanted shops, vacant office space & two flats



# Order of sale for Wednesday 2nd May

Sale starts at 2:00pm

41	ARDWICK	2 Fairhaven Street	Two bedroom end terraced house
42	ABBEY HEY	216 Lees Street	Two bedroom terraced house
43	COLNE	6 Highfield Avenue	Three bedroom terraced house
44	NELSON	33 Eagle Street	Two bedroom terraced house
45	NORTHENDEN	19 Church Road	Three bedroom end terraced house
46	CRUMPSALL	12 Nada Lodge	Two bedroom ground floor flat
47	HUDDERSFIELD	89 Longley Road	One bedroom terraced house
48	ALTRINCHAM	216 Manchester Road	Three bedroom end terraced house
49	STOCKPORT	89a Moorland Road	Three bedroom upper floor flat
50	BETWYS-Y-COED	Benar View	Three/four bedroom detached house
51	NEWTON HEATH	79 Scotland Street	Two bedroom end terraced house
52	OPENSHAW	26 Connie Street	Two bedroom end terraced house
53	STALYBRIDGE	6 Oak Tree Crescent	Two bedroom semi-detached bungalow
54	LLANRWST	Apartment 1 Tyglan	One bedroom apartment
55	LLANRWST	Apartment 2 Tyglan	One bedroom apartment
56	OPENSHAW	34 Colliery Street	Two bedroom terraced house
57	MIDDLETON	36a Cowper Street	Tenanted single storey commercial premises
58	MANCHESTER	Former Nip Inn Public House	0.3 acres land with lapsed planning permission
59	REDDISH	The Waterloo Hotel	Twenty-one bedroom hotel with tenanted bar
60	OLDHAM	Flats 19-24 Byron Street	Portfolio of six tenanted modern apartments
61	WOODLEY	Thorn Works	Vacant industrial premises
62	BURNLEY	3 Cobden Street	Two bedroom terraced house
63	NEWTON HEATH	129 Mitchell Street	Tenanted two bedroom terraced house
64	CHEETHAM HILL	4 Woodlands Street	Three storey four bedroom mid-terrace
65	OLDHAM	Garage on Lenfield Lane	Single double tandem garage/site
66	HYDE	159 Market Street	Shop premises with large accommodation
67	CHEADLE HULME	163 Ladybridge Road	Three bedroom terraced cottage
68	LIVERPOOL	211 County Road	Vacant shop with upper floors
69	GORTON	45 Reddish Lane	Spacious terrace with three double bedrooms
70	BACUP	6 East View	Two bedroom terraced house
71	MIDDLETON	141 York Road West	Two bedroom end terraced house
72	ASHTON-UNDER-LYNE	59 Newmarket Road	Three bedroom end terraced house
73	LEVENSHULME	49 Delamere Road	Three bedroom terraced house
74	NEWTON HEATH	54 Canada Street	Two bedroom terraced house
75	LONGSIGHT	9 Hatton Street	Two bedroom terraced house
76	OLD TRAFFORD	88 Kings Road	Three bedroom semi-detached house

*“ I bought the house through Edward Mellor in 2004 and sold it through them in 2012: I would not hesitate to recommend them to both potential buyers and sellers. Thank you very much for your excellent service! ”*

Marica Echiffre,  
2 Arran Street, Moston, Manchester



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**AuctionConveyancing**

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!

Lot 1



## Rope Cottage, Off Cheetham Street, Blackburn, Lancashire, BB2 1QQ

Detached house ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	From Buncer Lane, turn into Livingstone Road and continue into Downham Street where Cheetham Street can be found third up on the left and right
<b>Accommodation</b>	Due to the unsafe nature of the property, we have not been able to inspect it internally so cannot comment on the layout of the accommodation.
<b>Possession</b>	Vacant
<b>Viewing</b>	Strictly external viewing only. Under no circumstances must anyone attempt to gain entry. Failure to follow this instruction could result in serious injury and neither the Sellers nor Edward Mellor will be held liable.

Guide Price: £10,000+

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

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Today's start time is 2:00pm

## Lot 2



### 129A Liverpool Road, Irlam, Manchester, M44 6DP

Three bedroom semi-detached property with off road parking

<b>Directions</b>	On main road B5320 near to corner of Ferryhill Road, opposite shops
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, lounge, dining kitchen <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Gardens front and rear, driveway
<b>Note</b>	The property is let without a formal lease but is paying £440.00 four weekly. Proof of payments made direct to landlord will be available in the legal pack. The property is double glazed and centrally heated.
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £45,000 – £50,000**

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

### Lot 3



## 203 Barrington Street, Clayton, Manchester, M11 4FB

Two bedroom terraced house

**Directions** Barrington Street off Clayton Street,  
off North Road

#### Accommodation

*Ground Floor:* Two rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Small front garden, rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

### Lot 4



## 8 Brighton Grove, Hyde, Cheshire, SK14 1JR

Two bedroom terraced house

**Directions** Brighton Grove is located off Higher  
Henry Street which is off Dowson Road  
(A627)

#### Accommodation

*Ground Floor:* Once reception room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Front garden, rear yard

**Note** The property has central heating and  
double glazing. Please note: no pre  
auction offers will be considered on  
this lot.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £45,000**

Today's start time is 2:00pm

## Lot 5



## 12 Tottington Street, Clayton, Manchester, M11 4WT

### Two bedroom terraced house

**Directions** Tottington Street is off Canberra Street of Ashton New Road (A662)

#### Accommodation

**Ground Floor:** Two rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Front garden, rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

## Lot 6



## 202 Barlow Road, Levenshulme, Manchester, M19 3HF

### Two bedroom terraced house

**Directions** Barlow Road is at the end of Cromwell Grove which is directly off Stockport Road (A6)

#### Accommodation

**Ground Floor:** Lounge, dining room, kitchen, utility room

**First Floor:** Two bedrooms, bathroom/wc

**Exterior:** Rear yard

**Note** Gas central heating and partial double glazing

**Possession** Tenanted – twelve month AST from 10 October 2011 at £400 pcm

**Viewing** External viewing only, the tenant must not be disturbed.

**Guide Price: £50,000**

you MUST read the notices to prospective buyers!

Lot 7



## 18-20 Lower Hillgate, Stockport, Cheshire, SK1 1JE

Double fronted town centre shop premises with upper floors

**Directions** From Merseyway precinct in the town centre head away from the centre along Little Underbank where the RBS and Santander are and the property is found on the corner of the pedestrianised area at Coopers Brow

**Accommodation**

<i>Ground Floor:</i>	Shop area
<i>First Floor:</i>	Two rooms
<i>Second Floor:</i>	General office space, store room, WC

**Note** The property is freehold and free from chief rent. May be suitable for redevelopment and conversion subject to the necessary consents.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £45,000**

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

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Today's start time is 2:00pm

## Lot 8



54 Douglas Road



39 Douglas Road



12 Edna Road

**54 Douglas Road, Leigh, WN7 5HG**

**39 Douglas Road, Leigh, WN7 5HG**

**12 Edna Road, Leigh, WN7 5ES**

**Portfolio of three properties all let on Regulated Tenancies**

**Directions** Douglas Road and Laxey Crescent can both be found off Edna Road which is directly off Wigan Road (A578)

**Accommodation** We have not inspected the accommodation but understand that they all comprise: Hall, lounge, kitchen, bathroom, three bedrooms, gardens to front and rear (information taken from the Rent Registers).

**Possession** All tenanted with a total annual income of £10,777 per annum: 54 Douglas Road - £3848 per annum, 39 Douglas Road - £3276 per annum and 12 Edna Road - £3653 per annum

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

**Guide Price: £115,000 (for the three)**



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

## Lot 9



### 33 Stokes Street, Clayton, Manchester, M11 4SJ

Two bedroom end terraced house

**Directions** Stokes Street is off Ashton New Road (A662) near Seymour Road Primary School

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**Accommodation**

*Ground Floor:* Two rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

## Lot 10



### 67 Marlborough Road, Royton, Oldham, OL2 6AU

Three bedroom end terraced house

**Directions** Off Campania Street which is off Oldham Road (A671)

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**Accommodation**

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

*First Floor:* Three bedrooms, bathroom

*Exterior:* Yard to rear

**Note** Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000**

Today's start time is 2:00pm

## Lot 11



### 62 School Lane, Irlam, Manchester, M44 6NU

Two bedroom semi detached bungalow

<b>Directions</b>	School Lane is the extension of Vicarage Road which is off Liverpool Road (B5320)
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge, dining kitchen, two bedrooms, bathroom <i>Exterior:</i> Gardens to the front and rear. Driveway
<b>Note</b>	The property has double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £75,000+**

you MUST read the notices to prospective buyers!

Lot 12



## The Nook, 3 Offerton Fold, Offerton, Stockport, Cheshire, SK2 5QA

Two bedroom semi detached cottage

**Directions** Offerton Fold is off Offerton Road (A626) at the junction with Hempshaw Lane

**Accommodation** *Ground Floor:* Kitchen, living room, dining room, hallway, bathroom

*First Floor:* Two bedrooms

*Exterior:* Gardens to front and rear. Driveway

**Note** Gas central heating and double glazing. Built circa 1600, it still has the original exposed beams. The vendor of this property is a director of Edward Mellor Ltd

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

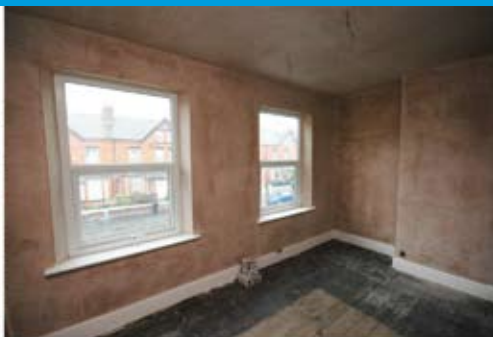
Guide Price: £70,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 13



### 451 Manchester Road, Stockport, Cheshire, SK4 5DJ

Shop premises with accommodation over set over three storeys

**Directions** Manchester Road (A626) close to junction with Wellington Road North (A6)

**Accommodation**

<i>Ground Floor:</i>	Sales area, kitchen
<i>First Floor:</i>	Two rooms, bathroom
<i>Second Floor:</i>	Room
<i>Exterior:</i>	Pavement fronted, yard to rear

**Note** The property's upper parts may lend themselves to conversion to residential usage subject to the necessary consents. The property has electric heating and double glazing.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £95,000**

you MUST read the notices to prospective buyers!

Lot 14



53 Roslyn Road, Stockport,  
Cheshire, SK3 8LH

Two bedroom semi detached house

**Directions** Roslyn Road is located off Rostrevor Road, Adswood Road

**Accommodation**

**Ground Floor:** Lounge, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear garden

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £80,000 - £90,000**

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# Quick Decisions Quick Funding

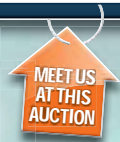
*Direct from an  
established lender*

**Substantial  
Funding Available**

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**Scott Hendry**

National Development Manager  
mobile: 07778 150 845  
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0161 443 4740

Today's start time is 2:00pm

## Lot 15



### 27 & 27a Lansdowne Road, Crumpsall, Manchester, M8 5SF

Tenanted ground floor shop and separate tenanted three bedroom flat over situated on a busy parade of shops

<b>Directions</b>	Lansdowne Road off the junction with Crumpsall Lane and Delaunays Road, off Middleton Road (A576)
<b>Accommodation</b>	<i>Ground Floor:</i> Shop sales area, rear storeroom and kitchen. Store leads to rear yard and outside WC <i>First Floor:</i> Landing, lounge, bedroom, kitchen, bathroom <i>Second Floor:</i> Two bedrooms, loft storage room
<b>Note</b>	The flat has double glazing and central heating
<b>Possession</b>	Tenanted - Shop £541 pcm, flat £500 pcm on AST
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £115,000**

you MUST read the notices to prospective buyers!

## Lot 16



### 22 Madison Street, Abbey Hey, Manchester, M18 8SD

Two bedroom terrace house

<b>Directions</b>	Madison Street is located off Vine Street, Ashton Old Road A635
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hallway, lounge, dining kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear garden and parking space
<b>Note</b>	Central heating and part double glazing
<b>Possession</b>	Tenanted on a six month AST from 7th November 2011 at £400 per calendar month
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £40,000**

## Lot 17



### 46 George Street West, Offerton, Stockport, SK1 4HZ

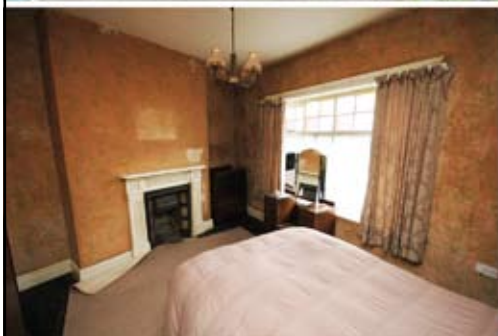
Two bedroom semi detached house

<b>Directions</b>	Directly off Hall Street (A626)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Entrance hall, living room, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Basement:</i>	Three chambers
<i>Exterior:</i>	Garden to rear
<b>Note</b>	The property has partial double glazing. The vendor of this property is a Director of Edward Mellor Ltd
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £60,000**

Today's start time is 2:00pm

## Lot 18



### 7 Thurlby Street, Victoria Park, Manchester, M13 0DR

Deceptively spacious four bedroom period end terrace

<b>Directions</b>	Travel along the A6 toward Manchester from Levenshulme and turn left along Plymouth Grove. Take the left hand turn into Richmond Grove and then after approximately 500 yards another left into Ingoldsby Close. Thurlby Street is on the right hand side.	
<b>Accommodation</b>	<i>Ground Floor:</i>	Hallway, lounge, second reception room, dining kitchen
	<i>First Floor:</i>	Four bedrooms, bathroom
	<i>Basement:</i>	Cellar chamber
	<i>External:</i>	Gardens front and rear
<b>Note</b>	The property requires refurbishment	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £120,000**



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## Lot 19



### 48 Swinburn Street, Blackley, Manchester, M9 4FS

Two bedroom terraced house

**Directions** Swinburn Street is located off Hodge Street off Gill Street

#### Accommodation

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000**

## Lot 20



### 10 Kenilworth Drive, Leigh, Lancashire, WN7 2YH

Two bedroom end terrace house on a generous plot with gardens to the front, side and rear

**Directions** Kenilworth Drive can be accessed from Queensway via Coronation Drive

#### Accommodation (not inspected)

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

*First Floor:* Two bedrooms, bathroom

*Exterior:* Gardens to the front, rear and side with driveway parking

**Possession** Vacant

**Viewing** External viewing only

**Guide Price: £40,000**

Today's start time is 2:00pm

## Lot 21



### 35 Adswood Lane West, Cale Green, Stockport, Cheshire, SK3 8HZ

Substantial semi-detached with accommodation over three floors plus cellars in large grounds

**Directions** From Davenport Centre head toward Stockport along Bramhall Lane (A5102) and turn left at the landmark Cale Green Woods along Cale Green and turn left onto Adswood Lane West after a short drive around the curve in the road.

<b>Accommodation</b>	<i>Ground Floor:</i>	Hallway, two reception rooms, dining kitchen, utility room
	<i>First Floor:</i>	Three bedrooms, bathroom
	<i>Second Floor:</i>	Three bedrooms
	<i>Basement Floor:</i>	Three large chambers
	<i>Exterior:</i>	Large driveway to front, wooded side garden and rear lawn garden

**Guide Price: £200,000**

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Lot 21



## 35 Adswood Lane West, Cale Green, Stockport, Cheshire, SK3 8HZ

Substantial semi-detached with accommodation over three floors plus cellars in large grounds

<b>Note</b>	The vendor of this property has a connected interest in Edward Mellor. The property is located in a conservation area
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £200,000**

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## Lot 22



3 Laxey Crescent



20 Douglas Road



8 Edna Road

**3 Laxey Crescent, Leigh, WN7 5HF**  
**20 Douglas Road, Leigh, WN7 5HG**  
**8 Edna Road, Leigh, WN7 5ES**

**Portfolio of three properties all let on Regulated Tenancies**

<b>Directions</b>	Douglas Road and Laxey Crescent can both be found off Edna Road which is directly off Wigan Road (A578)
<b>Accommodation</b>	We have not inspected the accommodation but understand that they all comprise: Hall, lounge, kitchen, bathroom, three bedrooms, gardens to front and rear (information taken from the Rent Registers).
<b>Possession</b>	All tenanted with a total annual income of £9750 per annum: 3 Laxey Crescent - £3055 per annum, 20 Douglas Road - £3640 per annum and 8 Edna Road - £3055 per annum
<b>Viewing</b>	External viewing only - the tenants must not be disturbed

**Guide Price: £115,000 (for the three)**

you MUST read the notices to prospective buyers!

Lot 23



## 14 Villiers Street, Burnley, Lancashire, BB11 5EH

Two bedroom terraced house ON BEHALF OF LPA RECEIVERS

**Directions** Villiers Street is off Brush Street, which is off Accrington Road (A679)

**Accommodation**

<i>Ground Floor:</i>	Hall, two reception rooms, kitchen
<i>First Floor:</i>	Two bedrooms, bulkhead bathroom
<i>Exterior:</i>	Yard to rear

**Note** Gas central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £15,000+**

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## Lot 24



### 52 Braemar Avenue, Stretford, Manchester, M32 9LY Three bedroom semi detached house

<b>Directions</b>	Braemar Avenue is off Derbyshire Lane West
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge, dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Driveway, garage, gardens to front and 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: £90,000+**

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Lot 25



## 477 Moston Lane, Moston, Manchester, M40 9PY

Vacant end terrace shop with rooms over

<b>Directions</b>	The property is on Moston Lane on the corner of Finchley Grove
<b>Accommodation</b>	<i>Ground Floor:</i> Shop area, store room, WC <i>First Floor:</i> Four rooms, bathroom <i>Exterior:</i> Yard to rear
<b>Note</b>	The property may be suitable for conversion to flats subject to the necessary consents. Interested parties are advised to consult with the local planning department directly at Manchester City Council on 0161 234 5000
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £55,000 – £65,000

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## Lot 26



### 12 Anchor Grove, Darwen, Lancashire, BB3 0BA

Three bedroom semi detached house ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Anchor Grove is off Anchor Avenue which is off Anchor Road off Blackburn Road (A666)	
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i>	Lounge, dining room with patio doors, kitchen, morning room
	<i>First Floor:</i>	Three bedrooms, bathroom/wc
	<i>Exterior:</i>	Gardens to the front and rear
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £45,000+**



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## Lot 27



### 11 Pioneer Street, Clayton, Manchester, M11 4EQ

Two bedroom terraced house

**Directions** Pioneer Street is off Ravensbury Street,  
off Bank Street

#### Accommodation

*Ground Floor:* Two rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

## Lot 28



### 42 Greenside Street, Lower Openshaw, Manchester, M11 2GU

Two bedroom terrace house

**Directions** Greenside Street is off Ashton Old Road  
(A635), close to Openshaw Park

#### Accommodation

*Ground Floor:* Two rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**

Today's start time is 2:00pm

## Lot 29

### 209 Lees Road, Clarksfield, Oldham, OL4 1LS

Vacant three bedroom terraced house

**Directions** On the main A669 Lees Road close to junction with Balfour Street

#### Accommodation

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

**First Floor:** Three bedrooms, bathroom

**Exterior:** Elevated front garden, rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £60,000+**

## Lot 30

### 19 Pembroke Street, Salford, M6 5GS

Three bedroom terrace house

**Directions** Pembroke Street is located off White Street, Langworthy Road (A5186)

#### Accommodation

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

**First Floor:** Large bathroom, two bedrooms

**Second Floor:** Bedroom with en suite shower room

**Exterior:** Small garden to the front and yard to rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £75,000**

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Lot 31



**111 Eskrick Street, Halliwell,  
Bolton, BL1 3JB**

**Tenanted three bedroom three storey terrace**

<b>Directions</b>	Eskrick Street is off Halliwell Road (A6099)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Second Floor:</i>	Bedroom
<i>Exterior:</i>	Small walled front garden, rear yard
<b>Note</b>	The property has central heating and double glazing, tenancy to follow in legal pack
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £49,000**

**Why not save time at the auction and check the legal pack at your leisure online?**

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## Lot 32



58 Douglas Road



43 Laxey Crescent



69 Laxey Crescent

**58 Douglas Road, Leigh, WN7 5HG**

**43 Laxey Crescent, Leigh, WN7 5HF**

**69 Laxey Crescent, Leigh, WN7 5HE**

**Portfolio of three properties all let on Regulated Tenancies**

<b>Directions</b>	Douglas Road and Laxey Crescent can both be found off Edna Road which is directly off Wigan Road (A578)
<b>Accommodation</b>	We have not inspected the accommodation but understand that they all comprise: Hall, lounge, kitchen, bathroom, three bedrooms, gardens to front and rear (information taken from the Rent Registers).
<b>Possession</b>	All tenanted with a total annual income of £9217 per annum: 58 Douglas Road - £3081 per annum, 43 Laxey Crescent - £3042 per annum and 69 Laxey Crescent - £3094 per annum
<b>Viewing</b>	External viewing only - the tenants must not be disturbed

**Guide Price: £115,000 (for the three)**

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## Lot 33



### 17 Monkton Avenue, Gorton, Manchester, M18 7PD

Three bedroom semi detached with off road parking and gardens

**Directions** Monkton Avenue, off Darras Road, off Mount Road, Gorton (B6178) near to Cedar Mount High School

#### Accommodation

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

**First Floor:** Three bedrooms, bathroom

**Exterior:** Driveway to front, garden to side and rear

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

**Possession** Tenanted

**Viewing** Auction Department 0161 443 4740

**Guide Price: £59,000**

## Lot 34



### 839 Princess Road, West Didsbury, Manchester, M20 2ZF

Three bedroom terraced house

**Directions** The property is on the A5103 on the left hand side (if travelling south) just before the start of the M56, set back with a drive-in for access and parking.

#### Accommodation

**Ground Floor:** Living room, kitchen, hallway, ground floor wc, access to rear, storeroom

**First Floor:** Three bedrooms, bathroom

**Exterior:** Gardens to front and rear

**Note** Gas central heating and partial double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £80,000 – £85,000**

Today's start time is 2:00pm

## Lot 35



### 4 Keighley Road, Colne, Lancashire, BB8 0JL

Substantial thirteen bedroom former nursing home ON BEHALF OF LPA RECEIVERS

**Directions** Keighley Road is off the A56 at the junction with Craddock Road and Market Street and then runs down to the A6068

**Accommodation**

<i>Ground Floor:</i>	Hall, lounge, dining room, cellars, kitchen, wet-room, 2 separate wcs, four bedrooms
<i>First Floor:</i>	Nine bedrooms, bathroom
<i>Exterior:</i>	Rear yard

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £95,000+**

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Lot 36



## 264 Market Street, Whitworth, Rochdale, Lancashire, OL12 8PW

Historic vacant public house with potential for conversion built 1777

<b>Directions</b>	Market Street (A671) at junction with Church Street in Village Centre
<b>Accommodation</b>	<i>Ground Floor:</i> Bar area, two open plan rooms off, WC. Gent WC in outhouse <i>First Floor:</i> Three rooms, kitchen, bathroom <i>Basement:</i> Beer cellar <i>Exterior:</i> Beer garden
<b>Note</b>	The property may be suitable for conversion for residential purposes as a single unit or perhaps two one bedroom flats and a large three bedroom flat above subject to the necessary permissions. The property is long leasehold on a term of 999 years from 1777 on a peppercorn ground rent of £0.53 per annum
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £75,000

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## Lot 37



### The Brunswick Hotel, 122 Oldham Road, Middleton, M24 1AX

Public house with separate sandwich bar and income from 2 advertising hoardings

<b>Directions</b>	Oldham Road (A669) at traffic light junction/crossroads with Townley Street
<b>Advertising</b>	Two hoardings producing £4,800 per annum on lease
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, two reception rooms, kitchen <i>First Floor:</i> Main bar, games room, two further bar areas, WC's, additional shop premises to side <i>Second Floor:</i> Lounge, kitchen diner, four bedrooms, two bathrooms <i>Basement:</i> Beer cellar <i>Exterior:</i> Pavement fronted, yard to the rear, side beer garden
<b>Note</b>	The property has central heating, trading figures can be provided on request. Fixtures and fittings may be available separately under negotiation.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £100,000**

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## Lot 38



### 2 Colliery Street, Lower Openshaw, Manchester, M11 2AP Two bedroom end terraced house

**Directions** Colliery Street is off Clayton Lane close to junction of Parkhouse Street

#### Accommodation

**Ground Floor:** Two rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £42,000**

## Lot 39



### 47 Arbory Ave, New Moston, Manchester, M40 5HF Two bedroom semi detached house

**Directions** Off St George's Drive, Sulby Street, Lightbourne Road B6393

#### Accommodation

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

**First Floor:** Two bedrooms, bathroom

**Exterior:** Gardens to the front and rear

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £49,000+**

Today's start time is 2:00pm

## Lot 40



### 79 & 81 Castle Street, 1, 3 & 5 Worrall Street, Stockport, Cheshire, SK3 9AT

Tenanted shops, vacant office space & 2 flats

<b>Directions</b>	Castle Street is the busy main shopping centre of Edgeley, these properties are on the corner of both Castle Street and Worrall Street	
<b>Accommodation</b>	<i>79 Castle Street:</i>	Shop sales area, office/storage room, staff room and WC (tenanted)
	<i>81 Castle Street:</i>	Cafe, seating area, kitchen, WC and prep room (tenanted)
	<i>1 Worrall Street:</i>	(First Floor) Flat 1: two bedroom self contained flat with hallway, lounge, kitchen, bathroom (tenanted) Flat 2: one bedroom self contained flat with hallway, lounge, kitchen, bathroom (vacant) Shop 3: hallway, two rooms, bathroom (potential subject to consents for one bedroom flat) (vacant)

**Guide Price: £400,000 – £450,000**

you MUST read the notices to prospective buyers!

Lot 40



## 79 & 81 Castle Street, 1, 3 & 5 Worrall Street, Stockport, Cheshire, SK3 9AT

Tenanted shops, vacant office space & 2 flats

*3 & 5 Worrall Street:* Hairdressers with reception room, cutting room, staff room and WC (tenanted)

**Note** The full tenancy agreements and leases will be contained within the legal pack: Income from four properties per month as of time of inspection £2,509.33 (two vacant units not let)

**Possession** Tenanted

**Viewing** Auction Department 0161 443 4740

**Guide Price: £400,000 – £450,000**

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## Lot 41



### 2 Fairhaven Street, Ardwick, Manchester, M12 5EE

Two bedroom end terrace house

**Directions** Off Pollitt Close, Clowes Street, Hyde Road A57

#### Accommodation (not inspected)

**Ground Floor:** Kitchen, one reception room

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Possession** Tenanted on a twelve month AST from 16.07.11 at £450 per calendar month

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

**Guide Price: £50,000**

## Lot 42



### 216 Lees Street, Abbey Hey, Manchester, M18 8QN

Two bedroom terrace house

**Directions** Lees Street is located off Abbey Hey Lane which follows on from Highmead Street

#### Accommodation

**Ground Floor:** Lounge, dining room, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Yard to the rear

**Note** The property benefits from gas central heating and uPVC double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

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Lot 43



## 6 Highfield Avenue, Foulridge, Colne, Lancashire, BB8 7PB

Three bedroom terraced house ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Highfield Avenue is a cul-de-sac off Skipton Old Road which is directly off Skipton Road (A56)
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge, dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Gardens to the front and rear, the rear being of substantial size
<b>Note</b>	Gas central heating. Please be aware that this lot is non-standard construction and obtaining finance on it should be fully explored before bidding
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £40,000+

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Today's start time is 2:00pm

## Lot 44



### 33 Eagle Street, Nelson, Lancashire, BB9 8HQ

Two bedroom terraced house ON BEHALF OF LPA RECEIVERS

**Directions** Off Leeds Road (A56) near junction with Reedyford Road (A6068)

**Accommodation**

<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £20,000+**

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## Lot 45



### 19 Church Road, Northenden, Manchester, M22 4NN

Three bedroom end terraced house

Directions	The property can be found on Church Road (B5166) which leads off Palatine Road (B5167)
Accommodation	
Ground Floor:	Entrance hall, dining room, living room
First Floor:	Three bedrooms, bathroom
Exterior:	Rear yard and driveway leading to garage
Note	This property has double glazing and central heating
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £80,000

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Today's start time is 2:00pm

## Lot 46



### 12 Nada Lodge, St. Marys Hall Road, Crumpsall, Manchester, M8 5DZ

#### Two bedroom ground floor flat

<b>Directions</b>	Nada Lodge is found by turning off Middleton Road (A576) along Crumpsall Lane. The block is opposite the one way street Eaton Road	
<b>Accommodation</b>	<i>Ground Floor:</i>	Communal entrance hallway, hallway, lounge/kitchen, two bedrooms, bathroom.
	<i>Exterior:</i>	Communal parking and gardens
<b>Note</b>	Part double glazed, central heating system with boiler in need of repair. Please note that this price is based on a 50% equity share in the property.	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £50,000 – £60,000**



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## Lot 47



### 89 Longley Road, Huddersfield, HD5 8JU

One bedroom terraced house

<b>Directions</b>	Longley Road is off Somerset Road which is off Wakefield Road (A629)
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Bedroom, bathroom
<i>Exterior:</i>	Garden to the front, rear yard
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Tenanted – please refer to the legal pack for more information
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £30,000+**

## Lot 48



### 216 Manchester Road, Altrincham, Cheshire, WA14 5LZ

Three bedroom end terrace house

<b>Directions</b>	Manchester Road A56
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Kitchen, two reception rooms
<i>First Floor:</i>	Three bedrooms, bathroom
<b>Possession</b>	Tenanted on a twelve month AST from 20.10.11 at £650 per calendar month
<b>Viewing</b>	External viewing only – the tenant must not be disturbed

**Guide Price: £100,000+**

Today's start time is 2:00pm

## Lot 49



### 89a Moorland Road, Woodsmoor, Stockport, Cheshire, SK2 7AX

#### Three bedroom upper floor flat

<b>Directions</b>	Moorland Road off Woodsmoor Lane, close to junction with Ferndale Avenue/Cedar Road
<b>Accommodation</b>	<i>Ground Floor:</i> Separate entrance to rear to accommodation <i>First Floor:</i> Living room, kitchen, three bedrooms, bathroom <i>Exterior:</i> Driveway
<b>Note</b>	The property is tenanted and tenancy information will be provided in the legal pack
<b>Possession</b>	Tenanted
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £85,000**

you MUST read the notices to prospective buyers!

Lot 50



## Benar View Penmachno, Betws-y-coed, Gwynedd, LL24 0AJ

Three/four bedroom detached house

<b>Directions</b>	From the A5 head towards Penmachno, continue into the village bear left when the road turns sharply right towards the bridge, continue for a short distance, proceed left out of the village for one mile, the property is on the left hand side.
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i> Entrance porch, lounge and dining room, inner hallway, sitting/dining room, kitchen, bathroom, study/bedroom four <i>First Floor:</i> Three bedrooms with two having en-suite facilities <i>Exterior:</i> Lovely rural views. Extensive, well maintained gardens.
<b>Note</b>	Mains water and electricity are connected to the property. Septic tank drainage. LPG gas for cooking. Heating - cast iron multi fuel stove providing wet central heating system, night storage heaters.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £210,000+

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

0161 443 4740

Today's start time is 2:00pm

## Lot 51



### 79 Scotland Street, Newton Heath, Manchester, M40 1LE

Two bedroom end terraced house

**Directions** Scotland Street off Crawford Street off Briscoe Lane

#### Accommodation

**Ground Floor:** Two rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

## Lot 52



### 26 Connie Street, Lower Openshaw, Manchester, M11 2JT

Two bedroom end terraced house

**Directions** Connie Street off Meech Street, close to Openshaw Park

#### Accommodation

**Ground Floor:** Living room, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £29,000**

you MUST read the notices to prospective buyers!

Lot 53



## 6 Oak Tree Crescent, Stalybridge, Cheshire, SK15 2HQ

Two bedroom semi detached bungalow

<b>Directions</b>	Oak Tree Crescent is located off Range Road which is off Early Bank Road	
<b>Accommodation</b>	<i>Ground Floor:</i>	Hallway, lounge, dining room, kitchen, two bedrooms, bathroom
	<i>Exterior:</i>	Gardens to the front and rear, driveway and garage
<b>Note</b>	No pre-auction offers will be considered on this lot	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £75,000

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0161 443 4740

Today's start time is 2:00pm

## Lot 54



### Apartment 1, Ty Glan, 15 Bridge Street, Llanrwst, Gwynedd, LL26 0ET

One bedroom apartment

Directions	On main A470
Accommodation	
Ground Floor:	Lounge, modern kitchen with built in oven and hob, bedroom, shower room/ wc
Note	Central heating
Possession	Tenanted - please refer to the legal pack for a copy of the tenancy
Viewing	External viewing only, the tenant must not be disturbed

Guide Price: £30,000+

## Lot 55



### Apartment 2, Ty Glan, 15 Bridge Street, Llanrwst, Gwynedd, LL26 0ET

One bedroom apartment

Directions	On main A470
Accommodation	
Ground Floor:	Lounge, modern kitchen with built in oven and hob, bedroom, shower room/ wc
Note	Central heating
Possession	Tenanted - please refer to the legal pack for a copy of the tenancy
Viewing	External viewing only, the tenant must not be disturbed

Guide Price: £30,000+

you MUST read the notices to prospective buyers!

## Lot 56



### 34 Colliery Street, Lower Openshaw, Manchester, M11 2AP

Two bedroom terraced house

**Directions** Colliery Street is off Clayton Lane close to junction of Parkhouse Street

**Accommodation**

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £42,000**

## Lot 57



### 36a Cowper Street, Middleton, Manchester, M24 2FE

Tenanted single storey commercial premises

**Directions** Cowper Street on corner with Baytree Lane

**Accommodation**

*Ground Floor:* Offices and kitchen

**Note** The property is tenanted and used as a hairdressers, full tenancy information will be provided in the legal pack, we have seen the lease and it is signed at £4,800 per annum

**Possession** Tenanted

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

**Guide Price: £40,000 – £50,000**

Today's start time is 2:00pm

## Lot 58



### Former 'Nip Inn', Penny Lane, Stockport, Cheshire, SK5 7RP

0.3 Acres land with lapsed planning permission for 18 apartments with associated parking

**Directions** Penny Lane is accessed off Lancashire Hill (B6167) heading toward Stockport Town Centre down the Hill and the plot is on the corner of Cymbal Court

**Possession** Vacant

**Viewing** Open site

**Guide Price: £75,000 – £100,000**

## Lot 59



### The Waterloo Hotel, 220 Waterloo Road, Manchester, M8 0TL

Twenty-one bedroom hotel with tenanted bar and hairdressers plus separate one bed flat

**Directions** Waterloo Road (B6180) at junction with Elizabeth Street (A6010)

**Accommodation** Hotel with 21 letting bedrooms, managers accommodation, tenanted ground floor bar and tenanted barber shop with flat over. Potential for conversion subject to necessary consents.

**Note** Tenancy details to follow in legal pack

**Possession** Part tenanted

**Viewing** Auction Department 0161 443 4740

**Guide Price: £450,000 – £500,000**



you MUST read the notices to prospective buyers!

Lot 60



## Byron House, Block D, Flats 19–24 Byron Street, Oldham, OL8 4QU

### Portfolio of 6 tenanted two bedroom modern apartments

<b>Directions</b>	Block D containing all the flats in found by turning onto Byron Street off Manchester Road (A62) and bearing left
<b>Accommodation</b>	All tenancy agreements will be available in the legal packs: we have seen copies and confirm the income. Flat 19: Two bedroom flat, lounge, kitchen bathroom, AST £450 pcm Flat 20: Two bedroom flat, lounge, kitchen bathroom, AST £450 pcm Flat 21: Two bedroom flat, lounge, kitchen bathroom, AST £450 pcm Flat 22: Two bedroom flat, lounge, kitchen bathroom, AST £475 pcm Flat 23: Two bedroom flat, lounge, kitchen bathroom, AST £450 pcm Flat 24: Two bedroom flat, lounge, kitchen bathroom, AST £450 pcm
<b>Note</b>	The properties will be sold tenanted unless vacated
<b>Possession</b>	Tenanted
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £400,000 – £450,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 61



### Thorn Works, Bankfield Road, Woodley, Stockport, Cheshire, SK6 1RH

Vacant industrial premises with a scheme approved by the local authority ready for submission for planning permission for conversion to thirteen self-contained apartments

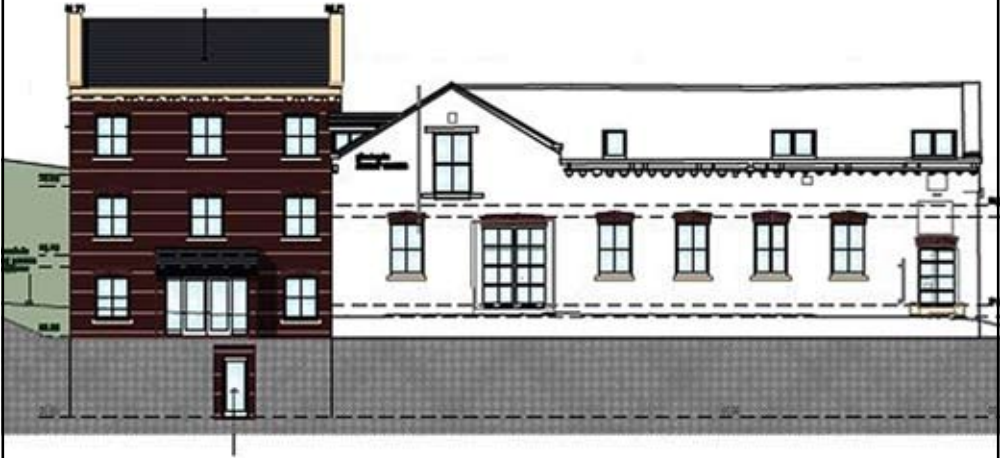
**Directions** Turn off Hyde Road (A627) onto Bankfield Road opposite the Railway Inn and follow the road all the way past Mill Pond Close and continue along the road until you find the building at the bottom of the hill

**Accomodation** Former three storey industrial unit set in wooded location in semi-rural position with a scheme approved by the local authority ready for submission for planning permission to convert and build thirteen self contained apartments in landscaped grounds with associated parking. There may be potential for alternative residential redevelopment subject to the necessary consents.

**Guide Price: £380,000**

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

**Lot 61**



## **Thorn Works, Bankfield Road, Woodley, Stockport, Cheshire, SK6 1RH**

Vacant industrial premises with a scheme approved by the local authority ready for submission for planning permission for conversion to thirteen self-contained apartments

<b>Note</b>	Interested parties are advised to consult with the local planning office at Stockport Metropolitan Council on 0161 474 3896
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £380,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 62



### 3 Cobden Street, Burnley, Lancashire, BB10 3BB

Two bedroom terrace house

**Directions** Cobden Street is located directly off Briercliffe Road (A682)

#### Accommodation (not inspected)

**Ground Floor:** Living room, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**

## Lot 63



### 129 Mitchell Street, Newton Heath, Manchester, M40 2TJ

Tenanted two bedroom terraced house

**Directions** Mitchell Street is off Briscoe Lane

#### Accommodation

**Ground Floor:** Two rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating, tenancy to follow in legal pack

**Possession** Tenanted

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

**Guide Price: £40,000**

you MUST read the notices to prospective buyers!

## Lot 64



### 4 Woodlands Street, Cheetham Hill, Manchester, M8 9LL

Three storey four bedroom mid terrace

**Directions** Woodlands Street intersects Cheetham Hill Road (A665) and Woodlands Road

#### Accommodation

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

**First Floor:** Two bedrooms, bathroom

**Second Floor:** Two bedrooms

**Exterior:** Garden fronted, yard to rear

**Note** The property has no gas central heating. It is majority uPVC double glazed.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £100,000+**

## Lot 65



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

Single double tandem garage/site for sale.  
Close to hospital.

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

**Accommodation** The plot is situated in a group of garages behind residential dwellings and also close to the main road

**Note** Refer to legal pack for full site plan.

**Possession** Vacant

**Viewing** Open site



**Guide Price: £2,500**

Today's start time is 2:00pm

## Lot 66



### 159 Market Street, Hyde, Cheshire, SK14 1HG

Shop premises with additional large accommodation with planning for three flats over ground, first and second floors

**Directions** On Market Street, Hyde (A627) close to Newton Street on left hand side heading away from Town Centre

**Accommodation**

*Ground Floor:* Vacant shop needing refurbishment, large rear area with planning for 1 bedroom flat

*First Floor:* One bedroom partially finished flat with lounge, bedroom, kitchen and bathroom, additional first floor flat comprising kitchen diner, bathroom, front living room, staircase to second floor which will provide a bedroom and dressing room.

*Exterior:* Pavement fronted, small rear yard.

**Note** The property requires to be modernised and also completion of building of the flats

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £90,000 – £110,000**

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

## Lot 67



### 163 Ladybridge Road, Cheadle Hulme, Stockport, SK8 5PL

Three bedroom terrace cottage

**Directions** The property is located at close to the junction of Ladybridge Road and Councillor Lane (opposite Cheadle Glass)

#### Accommodation

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

**First Floor:** Three bedrooms, bathroom

**Basement:** Cellar

**Exterior:** Small front garden, long rear garden with raised decking area to rear

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £95,000**

## Lot 68



### 211 County Road, Walton, Liverpool, L4 5PE

Vacant shop with upper floors

**Directions** Off Pollitt Close, Clowes Street, Hyde Road A57

#### Accommodation

**Ground Floor:** Shop, access to first and second floors

**Exterior:** Yard to rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: Refer to auctioneers**

Today's start time is 2:00pm

## Lot 69



### 45 Reddish Lane, Gorton, Manchester, M18 7JH

Spacious mid-terrace with three double bedrooms

Directions	On Reddish Lane, just off Hyde Road (A57)
Accommodation	
Ground Floor:	Vestibule, lounge/diner, kitchen, utility room
First Floor:	Three double bedrooms, bathroom
External:	Pavement fronted, yard to rear
Note	The property has central heating and majority double glazing
Possession	Vacant
Viewing	Auction Department 0161 443 4740

**Guide Price: £65,000+**

## Lot 70



### 6 East View, Bacup, Lancashire, OL13 8AX

Two bedroom terrace house

Directions	The property can be found off Fern Street, Burnley Road A671
Accommodation	
Ground Floor:	Kitchen, one reception room
First Floor:	One bedroom, bathroom
Exterior:	Attic room (currently being used as a bedroom)
Note	The vendor informs us that the property benefits from having central heating
Possession	Vacant
Viewing	Auction Department 0161 443 4740

**Guide Price: £22,000**



you MUST read the notices to prospective buyers!

Lot 71



## 141 York Road West, Middleton, Manchester, M24 1RE

Two bedroom end terraced house

<b>Directions</b>	Off Lincoln Road which is off Mainway East which is at the end of Kingsway off the A664 Manchester New Road
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge with french doors to rear, dining kitchen with French doors to rear <i>First Floor:</i> Two bedrooms, bathroom with separate shower cubicle <i>Exterior:</i> Gardens to front and rear with a further garden area to the side. Garage.
<b>Note</b>	The property has double glazing (some panels smashed) and an internal inspection is recommended as the property is boarded for security only. Completion on this lot will take place 10 working days after exchange of contracts.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**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 72



### 59 Newmarket Road, Ashton-u-Lyne, Lancashire, OL7 9LW

Three bedroom end terraced house

<b>Directions</b>	Newmarket Road is the continuation of Wilshaw Lane which runs across Oldham Road (A627) and runs down towards Daisy Nook	
<b>Accommodation</b>	<i>Ground Floor:</i>	Porch, lovely reception hall, lounge, separate dining room, dining kitchen with built in fridge/freezer, utility room with kitchen units, ground floor wc
	<i>First Floor:</i>	Three double bedrooms, bathroom/wc with bidet and separate shower cubicle
	<i>Additional Floors:</i>	Basement storage
	<i>Exterior:</i>	Gardens to the front and side, rear yard. There is a further garden area available for rent at. There is also a garage in a separate block also available for rent.

**Guide Price: £95,000**

you MUST read the notices to prospective buyers!

Lot 72



## 59 Newmarket Road, Ashton-u-Lyne, Lancashire, OL7 9LW

Three bedroom end terraced house

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Guide Price: £95,000

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0161 443 4740

Today's start time is 2:00pm

## Lot 73



### 49 Delamere Road, Levenshulme, Manchester, M19 3NG Three bedroom terrace house

<b>Directions</b>	Delamere Road is located directly off Stockport Road (A6)
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, through lounge / dining room <i>First Floor:</i> Three bedrooms, shower room <i>Exterior:</i> Small front garden, rear yard with WC outhouse
<b>Note</b>	The property has gas central heating and double glazing
<b>Possession</b>	Tenanted - please refer to the legal pack
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £100,000+**

you MUST read the notices to prospective buyers!

## Lot 74



### 54 Canada Street, Newton Heath, Manchester, M40 8AE

Two bedroom terrace

**Directions** Canada Street is off New Street off the main (A62) Oldham Road

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**

## Lot 75



### 9 Hatton Street, Longsight, Manchester, M12 4NZ

Two bedroom mid terraced house

**Directions** Hatton Street is accessed off Rushford Street, off Stanley Grove, close to Stanley Grove Primary School

#### Accommodation

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

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, yard to rear

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £45,000 – £50,000**

Today's start time is 2:00pm

## Lot 76



### 88 Kings Road, Old Trafford, Manchester, M16 9NG

Three bedroom semi detached house

<b>Directions</b>	Kings Road is off Seymour Grove (B5217) and the property can be found occupying a corner location at the junction with Lindum Avenue	
<b>Accommodation</b>	<i>Ground Floor:</i>	Entrance porch, hall, two reception rooms, morning room, kitchen
	<i>First Floor:</i>	Three bedrooms, bathroom, separate wc
	<i>Exterior:</i>	Gardens to the front, side and rear. Driveway. Garage
<b>Note</b>	The vendor of this property is a director of Edward Mellor Ltd	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £125,000+**



2012

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

Buyers Name: \_\_\_\_\_

(if different)

Address: \_\_\_\_\_

Postcode \_\_\_\_\_

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

Home: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

Telephone bidders: please tick a box (or 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."

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# COMMON AUCTION CONDITIONS

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

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

A2.3 WE may cancel the AUCTION, 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:  
(a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;  
(b) sign the completed SALE MEMORANDUM; and  
(c) pay the deposit.

A5.4 If YOU do not WE may either  
(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or  
(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:  
(a) is to be held as agent for the SELLER as stated in the SALE CONDITIONS;  
(b) must be paid in pounds sterling by cheque or by bankers' draft drawn in OUR favour on an APPROVED FINANCIAL INSTITUTION. The Notices to Buyers at the front of the CATALOGUE states whether WE also accept debit or credit cards.

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

A5.7 If the BUYER does not comply with its obligations under the contract then:  
(a) YOU are personally liable to buy the LOT even if you are acting as an agent; and  
(b) YOU must indemnify the SELLER in respect

of any loss the SELLER incurs as a result of the BUYER's default.

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

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

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

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

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

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

#### **G1 THE LOT**

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

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

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

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

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

G1.5 Where anything subject to which the LOT

is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

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

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

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

G1.9 The BUYER buys with full knowledge of (a) the DOCUMENTS whether or not the BUYER has read them; (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

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

#### **G2 DEPOSIT**

G2.1 The amount of the deposit is the greater of: (a) the minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and (b) 10% of the PRICE (exclusive of any VAT on the PRICE).

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

(a) must be paid to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence; (b) is to be held as agents for the seller unless the special conditions provide otherwise. G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

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

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

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

G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and: (a) produce to the BUYER on request all relevant insurance details;

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

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

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

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

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

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

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

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

- (a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;
- (b) if the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold;
- (c) if the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT;
- (d) If title is 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 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.

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

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

## G11 ARREARS

### Part 1 Current Rent

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

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

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

### Part 2 BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

### Part 3 BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:

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

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;
- (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancers may reasonably require;

(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;

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

(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

## G12 MANAGEMENT

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

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

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

## G13 RENT DEPOSITS

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

G13.2 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.

G13.3 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment

in which the BUYER covenants with the SELLER to:

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

## G14 VAT

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

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

## G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state: (a) The SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER: (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that:

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

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

- (a) of the BUYER'S VAT registration;
- (b) that the BUYER has made a VAT OPTION; and
- (c) that the VAT OPTION has been notified in writing to HM Revenue & 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.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

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

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

## **G16 CAPITAL ALLOWANCES**

G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

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

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

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
- (b) to submit the value specified in the SPECIAL CONDITIONS to 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 1 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

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (d) 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:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

## **G20 TUPE**

G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies" this is a warranty by the SELLER to this effect.

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

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

## **G21 ENVIRONMENTAL**

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

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

G21.3 The BUYER agrees to indemnify the

SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

## **G22 SERVICE CHARGE**

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

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

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

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

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

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

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

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

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

## **G23 RENT REVIEWS**

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



determined.

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

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

G23.4 The SELLER must promptly:

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

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

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

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

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

## **G24 TENANCY RENEWAL**

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

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

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:

- (a) with the co-operation of the SELLER take

immediate steps to substitute itself as a party to any proceedings;

- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

## **G25 WARRANTIES**

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

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

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

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

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

## **G26 NO ASSIGNMENT**

The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.

## **G27 REGISTRATION AT THE LAND REGISTRY**

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as possible:

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

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

- (a) apply for registration of the transfer;
- (b) provide the SELLER with an official copy and

title plan for the BUYER'S new title; and  
(c) join in any representations the seller may properly make to Land Registry relating to the application.

## **G28 NOTICES AND OTHER COMMUNICATIONS**

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

G28.2 A communication may be relied on if:

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

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

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

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

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

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

## Property Services:

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

## Other Services:

0800 195 8900

Life Insurance  
Income Protection  
Pension Advice  
Will Writing  
Probate Services  
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take no longer than 1 minute)

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