

Thursday 7th June 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

# SUCCESS STORIES

from our May auction

Rope Cottage,  
Blackburn



Detached  
house

Guide price: £10,000+

**Sold for £26,000**

Liverpool Road,  
Irlam



Three bedroom  
semi-detached house

Guide price: £45,000

**Sold for £63,000**

Barrington Street,  
Clayton



Two bedroom  
terraced house

Guide price: £40,000

**Sold for £53,000**

Barlow Road,  
Levenshulme



Two bedroom  
terraced house

Guide price £50,000

**Sold for £70,000**

Marlborough Street,  
Oldham



Three bedroom end  
terraced house

Guide price: £50,000

**Sold for £61,000**

Kings Road,  
Old Trafford



Three bedroom  
semi-detached house

Guide price: £125,000

**Sold for £155,000**

# auction dates for 2012

## Auction

Thursday 7th June 2012

Tuesday 17th July 2012

Wednesday 19th September 2012

Wednesday 31st October 2012

Tuesday 11th December 2012

## Closing Date

4th May 2012

11th June 2012

14th August 2012

24th September 2012

5th November 2012

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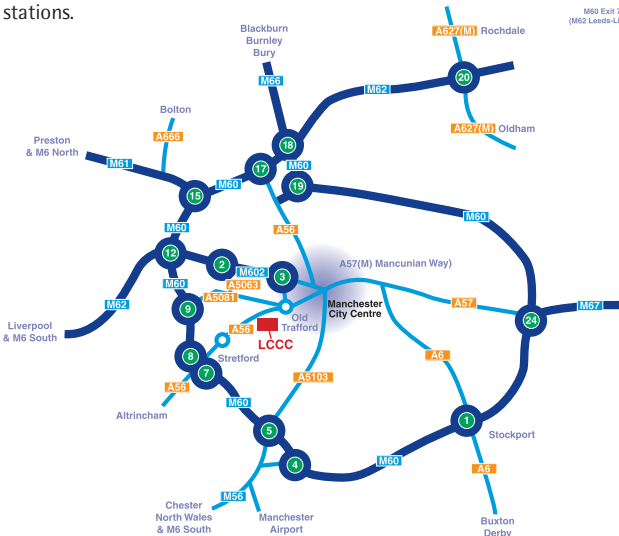
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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!**

# Order of sale for Thursday 7th June

Sale starts at 2:00pm

1	DENTON	52 Stockport Road	Shop premises on busy main road
2	ALTRINCHAM	29 Mayors Road	Two bedroom terraced house
3	BLACKBURN	17 Selborne Street	Two bedroom terraced house
4	OPENSHAW	1 Brinklow Close	Two bedroom upper floor flat
5	SALFORD	17 Gerald Road	Three bedroom terraced property
6	LEVENSHULME	35 Rushmere Avenue	Two bedroom terraced house
7	BURNLEY	13 Adamson Street	Two bedroom terraced house
8	ECCLES	Flat 18, Church Street	One bedroom upper floor flat
9	MANCHESTER	6 Smart Street	Two bedroom terraced house
10	STOCKPORT	2-4 Oat Street	Development site in a quiet cul-de-sac
11	WITHINGTON	53 Hassall Avenue	Three bedroom semi-detached house
12	ABBEY HEY	93 Abbey Hey Lane	Two bedroom mid-terrace with study
13	LONGSIGHT	143 East Road	Two bedroom ground floor flat
14	BACUP	2a Huttock End Lane	Vacant two bedroom detached house
15	NEWTON HEATH	63 Leng Road	Two bedroom mid-terrace property
16	OFFERTON	17 Worsley Crescent	Three bedroom semi-detached house
17	BLACKLEY VILLAGE	60 Sidney Road	Vacant three bedroom semi-detached house
18	POYNTON	75 London Road South	Vacant two bedroom cottage
19	MANCHESTER	202 Pink Bank Lane	Two bedroom terraced house
20	BURNLEY	42 Wordsworth Street	Two bedroom terraced house
21	ROCHDALE	264 Market Street	Vacant public house
22	HASLINGDEN	183 Blackburn Road	Two bedroom terraced house
23	MOSTON	54 Blandford Drive	Three bedroom terraced house
24	BURNLEY	41 Lindsay Street	Two bedroom terraced house
25	NELSON	3 Timber Street	Three bedroom terraced house
26	STOCKPORT	451 Manchester Road	Shop premises with accommodation
27	MOSTON	21 Fold Street	Two bedroom terraced house
28	BURNLEY	126 Leyland Road	Two bedroom terraced house
29	HEYWOOD	2 Ashton Street & 1 Bridge Street	Vacant shop with tenanted flat above
30	REDDISH	16 Broomfield Drive	Three bedroom semi-detached house
31	MOSTON	21 Gill Street	Vacant industrial unit
32	BURNLEY	17 Florence Street	Two bedroom terraced house
33	BURNLEY	19 Oak Street	Two bedroom terraced house
34	MANCHESTER	23 Mansfield Avenue	Four bedroom semi-detached house
35	MANCHESTER	The Waterloo Hotel	Twenty-one bedroom hotel
36	GORTON	20 Wistaria Road	Three bedroom end terrace property
37	GORTON	22 Pinnington Road	Tenanted two bedroom terraced house
38	CRUMPSALL	14 Kearsley Road	Three bedroom semi-detached house
39	CRUMPSALL	11 Duchess Road	Two bedroom terraced house
40	LLANRWST	Apartment 1, Ty Glan	One bedroom apartment

# Order of sale for Thursday 7th June

## Sale starts at 2:00pm

41	LLANRWST	Apartment 2, Ty Glan	One bedroom apartment
42	ROCHDALE	82 Cutgate Road	Two bedroom semi-detached house
43	NEW MOSTON	32 Boar Green Close	Four bedroom detached house
44	STOCKPORT	79 Et 81 Castle Street	Tenanted shops, vacant office space and 2 flats
45	STOCKPORT	89a Moorland Road	Three bedroom upper floor flat
46	ROCHDALE	St Albans Hotel	Former public house
47	MOSTON	477 Moston Lane	Vacant end terrace shop with rooms over
48	OLDHAM	25 Gower Street	Three bedroom terraced house
49	OLDHAM	22 Quail Street	Two bedroom terraced house
50	ROCHDALE	20 Jarvis Street	Two bedroom terraced house
51	CLAYTON	11 Pioneer Street	Two bedroom terraced house
52	STOCKPORT	200 and 202 Higher Hillgate	Portfolio of two open plan properties
53	ROCHDALE	28 Jarvis Street	Two bedroom terraced house
54	MANCHESTER	2 Hemmons Road	Tenanted two bedroom end terraced house
55	MANCHESTER	23 Hayes Road	Two bedroom terraced house
56	MACCLESFIELD	Heather Close	Commercial development site 0.72 acres
57	OLDHAM	Flats 19-24 Byron House	Portfolio of 6 tenanted two bedroom apartments
58	GORTON	6 Brogan Street	Three bedroom semi-detached house
59	MIDDLETON	36a Cowper Street	Tenanted single storey commercial premises
60	OLDHAM	10 Gower Street	Two bedroom semi-detached bungalow
61	LONGSIGHT	334 Plymouth Grove	Vacant five/six bedroom terraced house
62	ECCLES	Flat 24 Millers Street	Two bedroom second floor flat
63	ASHTON-UNDER-LYNE	22 Stockport Road	Shop premises with upper parts over
64	WHITEFIELD	53 Higher Lane	Substantial three storey detached property
65	LONGSIGHT	18 Prestage Street	Two bedroom mid-terrace property
66	CLAYTON	42 Ben Street	Two bedroom end terrace property
67	RUNCORN	5 The Seasons	Detached family home
68	LEVENSHULME	1031-1033 Stockport Road	Vacant former restaurant with rooms over
69	MANCHESTER	The Crown	Vacant former public house
70	BLACKLEY	202-204 Hill Lane	Land with planning permission
71	HIGHER BLACKLEY	2 Charnwood Road	Three bedroom semi-detached house
72	OLDHAM	66 Wakefield Drive	New build four bedroom detached property
73	CHORLTON-CUM-HARDY	Flat 6, 3 Oswald Road	Tenanted one bedroom second floor flat
74	DENTON	75 Seymour Street	Two bedroom semi-detached bungalow
75	LOWER OPENSHAW	2 Colliery Street	Two bedroom end terraced house
76	LOWER OPENSHAW	26 Connie Street	Vacant two bedroom end terraced house
77	NEWTON HEATH	129 Mitchell Street	Tenanted two bedroom terraced house
78	LOWER OPENSHAW	34 Colliery Street	Two bedroom terraced house
79	DENTON	Garage and site on Grosvenor St	Twelve garages on plot

“ I would like to express my thanks to you and your staff for the excellent service provided by Edward Mellor in relation to the marketing and auction result of my property. The advice was sound and very honestly given which goes along way to trust, as I had not experienced this relationship with the previous estate agent. ”

Mrs S Jane Sheridan,  
"Norden", Copper Beech Close, Northenden, Manchester



Specialist in  
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Contact – **Peter Robinson**

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Fax: 0161 627 3177  
Email: [peter@conveyancingoldham.co.uk](mailto:peter@conveyancingoldham.co.uk)





you MUST read the notices to prospective buyers!

Lot 1



## 52 Stockport Road, Denton, Manchester, M34 6AD

Shop premises on busy main road with upper parts and in need of renovation

<b>Directions</b>	Stockport Road (A6017) close to junction of Duke Street
<b>Accommodation</b>	<i>Ground Floor:</i> Shop sales area, rear office, kitchen <i>First Floor:</i> Two rooms, bathroom <i>Exterior:</i> Pavement fronted, yard to rear with communal right of way
<b>Note</b>	The property needs to be renovated and may suit alternative uses or conversion subject to the necessary consents. Interested parties are advised to consult with the local planning department directly at Tameside MBC Planning Department, Council Offices, Wellington Road, Ashton-under-Lyne, OL6 6DL. Tel: 0161 342 8355
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £30,000**

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Today's start time is 2:00pm

## Lot 2



### 29 Mayors Road, Altrincham, Cheshire, WA15 9RW

Two bedroom terraced house

<b>Directions</b>	Off Moss Lane which is off Stamford New Road (A538) close to Stamford Park
<b>Accommodation</b> <b>(not inspected)</b>	<i>Ground Floor:</i> Two rooms, kitchen <i>First Floor:</i> Two rooms, bathroom <i>Exterior:</i> Shared yard
<b>Possession</b>	Let on a Regulated Tenancy at £3692 per annum - please refer to the legal pack for more information
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: £125,000+**

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Lot 3



## 17 Selborne Street, Blackburn, BB2 2SN

Two bedroom terrace house

<b>Directions</b>	Selborne Street is located off W View, Redlam Brow (A674)	
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i>	Lounge, dining room, kitchen, bathroom
	<i>First Floor:</i>	Two bedrooms
	<i>Exterior:</i>	Garden fronted, rear yard
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £35,000

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

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## Lot 4

### 1 Brinklow Close, Openshaw, Manchester, M11 1NH

Two bedroom upper floor flat

**Directions** Brinklow Close is located off Ogden Lane, off Ashton Old Road (A635)

#### Accommodation

**First Floor:** Hallway, lounge, kitchen two bedrooms, bathroom

**Note** The property requires refurbishment

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**UPPER FLOOR ONLY**

**Guide Price: £25,000**

## Lot 5

### 17 Gerald Road, Salford, M6 6DW

Three bedroom terrace property

**Directions** Gerald Road is located off the roundabout junction with Cromwell Road and Littleton Road

#### Accommodation (not inspected)

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

**First Floor:** Three bedrooms, bathroom

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

**Note** The property is double glazed and centrally heated

**Possession** Tenanted - details to follow in the legal pack

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

**Guide Price: £55,000 - £65,000**

you MUST read the notices to prospective buyers!

## Lot 6



### 35 Rushmere Avenue, Levenshulme, Manchester, M19 3FH

Two bedroom terraced house

**Directions** Rushmere Avenue is located off Manor Road, Barlow Road, Stockport Road (A6)

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**Accommodation**

*Ground Floor:* Two reception rooms, kitchen

*First Floor:* Two bedrooms, bathroom, leading from second bedroom

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

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**Note** Partially double glazed

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**Possession** Vacant

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**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000 – £45,000**

## Lot 7



### 13 Adamson Street, Burnley, Lancashire, BB12 6RB

Two bedroom terraced house on behalf of LPA  
Receivers

**Directions** Off Gannow Lane which is off Padiham Road (A671)

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**Accommodation (not inspected)**

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

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

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**Possession** Tenanted – please refer to the legal pack for more information

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

**Guide Price: £25,000+**

Today's start time is 2:00pm

## Lot 8



### Buckle House, Flat 18 Church Street, Eccles, Manchester, M30 0LG

#### One bedroom ground floor flat

<b>Directions</b>	Buckle House is located fronting the main road at the junction of Liverpool Road (A57) and Church Street in Eccles
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i> Ground floor flat comprising hallway, lounge, kitchen, bedroom, bathroom
<b>Note</b>	The property is held on a rolling lease with payments made direct to the landlord of a reported £300 per calendar month: proof of which should be available in the legal pack
<b>Possession</b>	Tenanted unless vacated prior to completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £25,000**

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Lot 9



6 Smart Street, Manchester, M12 4NX

Two bedroom terrace house

**Directions** Smart Street is located off Purcell Street, Northmoor Road

**Accommodation**

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

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** Gas central heating, double glazing

**Possession** Tenanted on a 6 Month AST from 01/12/11 at £475 per calendar month

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

**Guide Price: £43,000**

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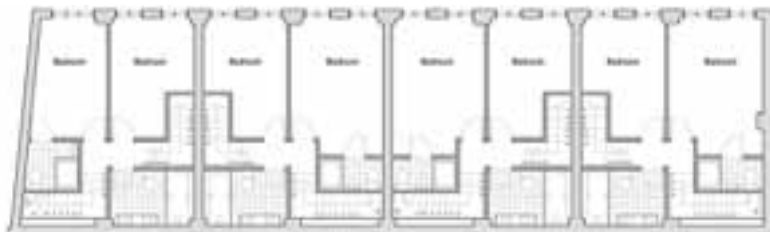
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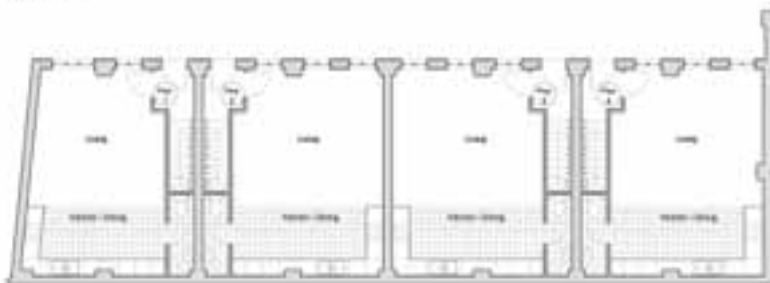
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## Lot 10



Proposed First Floor Plan 1:100  
(Millimetres)



Proposed Ground Floor Plan 1:100  
(Millimetres)



Proposed Site Plan 1:200



Guide Price: £70,000+



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

Lot 10



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

Development site in a quiet cul-de-sac with planning permission for conversion of current building to four mews properties

**Directions** Off Charles Street, off Higher Hillgate, off Wellington Road South (A6)

**Note** This conveniently located site has planning permission for four x two bed mews properties with roof terraces and is situated within easy reach of Stockport Centre and its associated public transport links.

Hillgate is part of Stockport Council's regeneration over the next 10 years with investment in commercial, residential, hotel and leisure facilities.

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £70,000+**

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## Lot 11



### 53 Hassall Avenue, Withington, Manchester, M20 1PN Three bedroom semi detached house

**Directions** Hassall Avenue is located off Saltney Avenue, Whitchurch Road, Princess Road (A5103)

**Accommodation** *Ground Floor:* Kitchen, Lounge / diner, WC

*First Floor:* Three bedrooms, bathroom

*Exterior:* Driveway, gardens to three sides

**Note** Central heating, double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £85,000**

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## Lot 12



### 93 Abbey Hey Lane, Abbey Hey, Manchester, M11 1JW

Two bedroom mid terrace with study

**Directions** Abbey Hey Lane off Highmead Road off Chapman Street, property close to Delamere Park

#### Accommodation

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

**First Floor:** Two bedrooms, study room, bathroom

**Exterior:** Walled front garden, yard to rear

**Note** The property has gas central heating, uPVC double glazing and has had new composite double glazed front and rear doors. The vendor of this property is a director of Edward Mellor Limited.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000**

## Lot 13



### 143 East Road, Longsight, Manchester, M12 5GY

Two bedroom ground floor flat

**Directions** East Road is located off Stockport Road (A6)

#### Accommodation

**Ground Floor:** Lounge, kitchen, two bedrooms, bathroom

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000**

Today's start time is 2:00pm

## Lot 14



### 2a Huttock End Lane, Bacup, Lancashire, OL13 8LD

Vacant two bedroom detached former Toll House

**Directions** Huttock End Lane is located directly off Newchurch Road (A681)

#### Accommodation

**Ground Floor:** Open plan kitchen and dining room

**First Floor:** Two bedrooms, bathroom, off second bedroom

**Exterior:** Front yard

**Note** Gas central heating, double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000**

## Lot 15



### 63 Leng Road, Newton Heath, Manchester, M40 1NX

Two bedroom mid terrace property

**Directions** Off Culcheth Lane, close to village centre

#### Accommodation

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

**First Floor:** Two bedrooms, bathroom

**External:** Small garden to front, yard to rear

**Note** The property is double glazed, centrally heated and is tenanted, full details of which will appear in the legal pack

**Possession** Tenanted

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000 – £60,000**

you MUST read the notices to prospective buyers!

Lot 16



## 17 Worsley Crescent, Offerton, Stockport, Cheshire, SK2 6AE

Three bedroom semi detached house

<b>Directions</b>	Worsley Crescent is off Dialstone Lane which runs between Hempshaw Lane and Hillcrest Road (B6171)	
<b>Accommodation</b>	<i>Ground Floor:</i>	Entrance porch, hall with ground floor wc, lounge, kitchen, sun room
	<i>First Floor:</i>	Three bedrooms, bathroom/wc
	<i>Exterior:</i>	Gardens to the front and rear. Driveway. Garage.
<b>Note</b>	Gas central heating and double glazing	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £95,000+

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## Lot 17



### 60 Sidney Road, Blackley Village, Manchester, M9 8AT

Vacant three bedroom semi-detached bay fronted property set in elevated position in Blackley Village

<b>Directions</b>	Easily found when driving from Manchester by turning off Rochdale Road (A664) near to Boggart Hole Clough onto Old Road and first left onto Sidney Road
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, front lounge, open plan kitchen diner to rear <i>First Floor:</i> Landing, three bedrooms and bathroom <i>Exterior:</i> Elevated front garden, patio rear garden
<b>Note</b>	The property has central heating and needs modernising
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £60,000 – £70,000**

you MUST read the notices to prospective buyers!

## Lot 18



### 75 London Road South, Poynton, Stockport, Cheshire, SK12 1LA

Vacant two bedroom cottage in popular residential location

<b>Directions</b>	The property is located on London Road South (A523) close to the junction of Dickens Lane
<b>Accommodation</b>	
<i>Ground Floor:</i>	Two reception rooms, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Garden fronted, southerly aspect rear garden
<b>Note</b>	The property is double glazed and centrally heated
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £115,000**

## Lot 19



### 202 Pink Bank Lane, Manchester, M12 5RF

Two bedroom terrace house

<b>Directions</b>	Pink Bank Lane is located off East Road, Stockport Road (A6)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Central heating, double glazing
<b>Possession</b>	Tenanted on a 12 Month AST from 12/04/11 at £485 per calendar month
<b>Viewing</b>	External viewing only – the tenant must not be disturbed

**Guide Price: £48,000**

Today's start time is 2:00pm

## Lot 20



### 42 Wordsworth Street, Burnley, Lancashire, BB12 6QE

Two bedroom terraced house on behalf of LPA Receivers

<b>Directions</b>	Off Gannow Lane which is off Padiham Road (A671)
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge, kitchen
<b>(not inspected)</b>	<i>First Floor:</i> Two bedrooms, bathroom
	<i>Exterior:</i> Rear yard
<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: £25,000 – £30,000**



you MUST read the notices to prospective buyers!

Lot 21



## 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: £60,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 22



### 183 Blackburn Road, Haslingden, Rossendale, Lancashire, BB4 5HN

Two bedroom terraced house on behalf of LPA receivers

<b>Directions</b>	Blackburn Road is the main A680
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Communal rear yard
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £30,000+**

## Lot 23



### 54 Blandford Drive, Moston, Manchester, M40 0FQ

Three bedroom terraced property

<b>Directions</b>	Off Nuthurst Road off Broadway A663
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, lounge/dining room with patio doors, kitchen with built in oven and hob
<i>First Floor:</i>	Three bedrooms, bathroom with electric shower
<i>Exterior:</i>	Garden to rear
<b>Note</b>	Gas central heating, double glazing
<b>Possession</b>	Six month AST from 16/08/10 at £142 per week and now holding over
<b>Viewing</b>	Viewing is available on this lot - 0161 443 4740

**Guide Price: £50,000+**

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Lot 24



## 41 Lindsay Street, Burnley, Lancashire, BB11 2SF

Two bedroom terraced house on behalf of LPA Receivers

<b>Directions</b>	Directly off Church Street (A682)
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge, dining room, kitchen area <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Rear yard
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £10,000+

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

0161 443 4740

Today's start time is 2:00pm

## Lot 25



### 3 Timber Street, Brierfield, Nelson, Lancashire, BB9 5NR

Three bedroom terraced house on behalf of LPA receivers

**Directions** Off Oak Street which is off Colne Road (A682)

**Accommodation**

<i>Ground Floor:</i>	Hall, lounge, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Rear yard

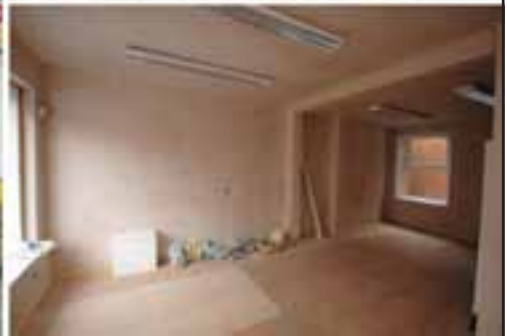
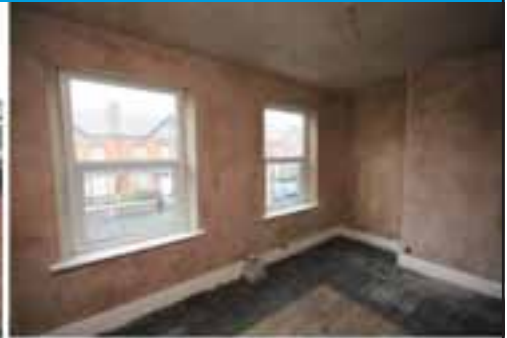
**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £12,000 – £15,000**

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Lot 26



## 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**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 27



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

Two bedroom terraced house

**Directions** Fold Street is located directly off Moston Lane

#### Accommodation

*Ground Floor:* Lounge, dining room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £37,000**

## Lot 28



### 126 Leyland Road, Burnley, Lancashire, BB11 3DN

Two bedroom terraced house

**Directions** Leyland Road is located off Doris Street, Belvedere Road (A6114)

#### Accommodation

*Ground Floor:* Lounge, dining room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** Partially double glazed

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £15,000**

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Lot 29



## 2 Ashton Street, 1 Bridge Street, Heywood, Lancashire, OL10 1JB

Vacant shop with tenanted two bedroom self contained flat above

<b>Directions</b>	On Bridge Street (A58) at the junction with Market Street on corner of Ashton Street	
<b>Accommodation</b>	<i>2 Ashton Street:</i>	Ground floor sales area, rear storeroom, kitchen and WC. 46 sqm. Externally, parking bay to rear (not verified but will be in legal pack on land plan.)
	<i>1 Bridge Street:</i>	(Not inspected but reported to be) First Floor flat, living room/kitchen, two bedrooms, bathroom
<b>Note</b>	The flat is let on an assumed AST from November 2011 on a 6 month lease at £395 pcm (will be verified in legal pack)	
<b>Possession</b>	Tenanted	
<b>Viewing</b>	External viewing only, the tenant must not be disturbed	

**Guide Price: £70,000 – £80,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 30



### 16 Broomfield Drive, Reddish, Stockport, Cheshire, SK5 7DR

Three bedroom semi-detached on generous corner plot

**Directions** Broomfield Drive is located off Reddish Road (B6167) near to Reddish Vale Golf Club

#### Accommodation

*Ground Floor:* Hallway, living room, dining room, kitchen

*First Floor:* Three bedrooms, bathroom

*External:* Generous corner plot gardens with driveway to rear

**Possession** The property has central heating and double glazing. The vendor of the property is a director of Edward Mellor Limited

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £80,000**

## Lot 31



### 21 Gill Street, Moston, Manchester, M9 4HA

Vacant industrial unit

**Directions** Gill Street is located off Moston Lane

**Accommodation** Garage/lock up unit with potential for change of use and ideal for storage or sales, circa 300 sq m (3,200 sq ft) over two floor situated just off the main shopping area in Moston

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740



**Guide Price: £80,000 - £100,000**



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Lot 32



## 17 Florence Street, Burnley, Lancashire, BB11 5EQ

Two bedroom terraced house on behalf of LPA Receivers

<b>Directions</b>	Directly off Accrington Road (A679)	
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i>	Two reception rooms, lounge, kitchen
	<i>First Floor:</i>	Two bedrooms, bathroom
	<i>Exterior:</i>	Rear yard
<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: £15,000 - £20,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 33



### 19 Oak Street, Burnley, Lancashire, BB12 6RG

Two bedroom terraced house on behalf of LPA receivers

<b>Directions</b>	Directly off Padiham Road	
<b>Accommodation</b> (not inspected)	<i>Ground Floor:</i>	Lounge, dining room, kitchen
	<i>First Floor:</i>	Two bedrooms, bathroom
	<i>Exterior:</i>	Rear yard
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £20,000+**

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## Lot 34



### 23 Mansfield Avenue, Manchester, M9 6RJ

Four bedroom semi detached house

**Directions** Mansfield Avenue is located off Mansfield Road, Hill Lane, Victoria Avenue (A6104)

---

**Accommodation**

*Ground Floor:* Lounge, dining room, kitchen

*First Floor:* Four bedrooms, bathroom

*Exterior:* Paved driveway to front, rear garden

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**Possession** Tenanted on a 12 month AST from 18/04/11 at £525.00 per calendar month

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

**Guide Price: £70,000**

## Lot 35



### The Waterloo Hotel, 220 Waterloo Road, Manchester, M8 OTL

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.

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

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**Possession** Part tenanted

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**Viewing** Auction Department 0161 443 4740

**Guide Price: £450,000 – £500,000**

Today's start time is 2:00pm

## Lot 36



### 20 Wistaria Road, Gorton, Manchester, M188PN

Three bedroom end terrace property

**Directions** Wistaria Road is off Chapman Street, off Hyde Road (A57)

#### Accommodation

*Ground Floor:* Two reception rooms, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Small front garden, yard to rear

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000**

## Lot 37



### 22 Pinnington Road, Gorton, Manchester, M18 8WR

Tenanted two bedroom terraced house

**Directions** Pinnington Road is off Chapman Street, off Hyde Road (A57)

#### Accommodation

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

*First Floor:* Two bedrooms, bathroom

*External:* Pavement fronted, yard to rear

**Note** The property is double glazed, centrally heated and has a reported income of £5,400

**Possession** Tenanted

**Viewing** Refer to auctioneers office

**Guide Price: £40,000 - £45,000**

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Lot 38



## 14 Kearsley Road, Crumpsall, Manchester, M8 4GF

Three bedroom semi detached house

<b>Directions</b>	Off Bank Road which is off Crumpsall Lane
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i> Hall, two reception rooms, kitchen, basement
	<i>First Floor:</i> Three bedrooms, bathroom
	<i>Exterior:</i> Large rear yard
<b>Note</b>	Double glazing and gas central heating. Situated in a pleasant tree lined road.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: Circa £120,000

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

0161 443 4740

Today's start time is 2:00pm

Lot 39



## 11 Duchess Road, Crumpsall, Manchester, M8 5UP

Two bedroom terraced house

**Directions** Off Crescent Road which runs between Waterloo Street and Cheetham Hill Road

### Accommodation (not inspected)

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

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** Gas central heating and double glazing

**Possession** Tenanted at £495.00 per calendar month on a six month AST from 22 June 2009 and now holding over

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

**Guide Price: £45,000+**

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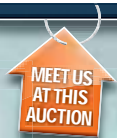
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Case Manager

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email: [michael.stratton@auctionfinance.co.uk](mailto:michael.stratton@auctionfinance.co.uk)

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## Lot 40



### 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. Lovely rural location.

**Possession** Tenanted - let at £395 per calendar month on AST dated 5.10.11 to 4.4.12 and holding over.

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

**Guide Price: £30,000+**

## Lot 41



### 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. Lovely rural location.

**Possession** Tenanted - let at £400 per calendar month on AST dated 25.4.12 to 4.12.12 and holding over.

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

**Guide Price: £30,000+**

Today's start time is 2:00pm

## Lot 42



### 82 Cutgate Road, Rochdale, Lancashire, OL12 7NN

Two bedroom semi-detached with large garden

<b>Directions</b>	Cutgate Road is located off Ings Road off the main A680 Edenfield Road	
<b>Accommodation</b>	<i>Ground Floor:</i>	Vestibule, lounge, rear dining kitchen with fitted units, access to rear
	<i>First Floor:</i>	Two double bedrooms and modern bathroom
	<i>Exterior:</i>	Driveway to front, large low maintenance rear garden and an outhouse
<b>Note</b>	The property has central heating and majority double glazed windows	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £65,000 – £75,000**



you MUST read the notices to prospective buyers!

Lot 43



## 32 Boar Green Close, New Moston, Manchester, M40 3AW

Four bedroom detached house

**Directions** Pleasant cul-de-sac location off Williams Road, off St Mary's Road, off Dean Road , off Oldham Road A62

**Accommodation (not inspected)**

*Ground Floor:* Hall with ground floor wc, lounge, dining kitchen, utility room

*First Floor:* Four bedrooms - one with en-suite facilities, family bathroom

*Exterior:* Driveway providing parking for two vehicles, double garage, rear garden

**Note** Gas central heating and double glazing. The interior photos have been provided by the seller and were taken prior to the tenant vacating.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £130,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 44



### 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: £300,000**

you MUST read the notices to prospective buyers!

Lot 44



## 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)

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**Possession** Tenanted

---

**Viewing** Auction Department 0161 443 4740

**Guide Price: £300,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 45



### 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>	Auction Department 0161 443 4740

**Guide Price: £85,000**

you MUST read the notices to prospective buyers!

Lot 46



## St Albans Hotel, 113 Manchester Road, Rochdale, Lancashire, OL114JG

Former public house with potential for conversion subject to consents

<b>Directions</b>	The property is located off Manchester Road (A58) close to Beech House School and Drake Street	
<b>Accommodation</b>	<i>Ground Floor:</i>	Open plan bar, seating and games room, WC's and kitchen
	<i>First Floor:</i>	Four rooms, bathroom, kitchen
	<i>Basement:</i>	Associated cellars
	<i>Exterior:</i>	Large council owned car park to side, enclosed yard
<b>Note</b>	The property has new uPVC windows and may be suitable for alternative usage or conversion subject to the necessary consents.	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £110,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 47



### 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 48



### 25 Gower Street, Oldham, OL1 3UB

Three bedroom terrace house

**Directions** Gower Street is located off Edgerton Street, Shaw Road (B6194)

#### Accommodation

*Ground Floor:* Lounge, dining room, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Rear yard

**Possession** Tenanted - We are informed that the current rent on the property is £500 per calendar month however we are currently awaiting receipt of the documentation. Please refer to legal pack for confirmation.

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

**Guide Price: £45,000**

## Lot 49



### 22 Quail Street, Oldham, OL4 5HD

Two bedroom terrace house

**Directions** Quail Street is located off Wren Street, Dove Street, Lees Road (A669)

#### Accommodation

*Ground Floor:* Lounge, kitchen

*First Floor:* Two bedroom, bathroom

*Exterior:* Pavement fronted with yard to rear

**Note** Gas central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000**

Today's start time is 2:00pm

## Lot 50



### 20 Jarvis Street, Rochdale, Lancashire, OL12 0JE

Two bedroom terraced house

**Directions** Off Whitworth (A671) close to Rochdale Infirmary

#### Accommodation (not inspected)

**Ground Floor:** Lounge, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** Gas central heating

**Possession** Tenanted – please refer to the legal pack for more information. Scope for increase on the current rent.

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

**Guide Price: £45,000 – £50,000**

## Lot 51



### 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**



you MUST read the notices to prospective buyers!

Lot 52



## 200 and 202 Higher Hillgate, Heaviley, Stockport, Cheshire, SK1 3QY

Portfolio of two open plan properties

<b>Directions</b>	The properties are located on Higher Hillgate on the corner of Carrington Field Street close to the main traffic lights with Wellington Road North (A6) next to Rileys Pool and Snooker Centre
<b>Accommodation</b>	Both properties are open plan in their nature and have separate titles, 200 being two storey with basement, 202 being three storey with basement with potential for conversion and car parking
<b>Note</b>	The properties are to be sold as a portfolio and may be suitable for alternative uses and conversion subject to the necessary consents: Interested parties are advised to consult with the local planning department at Stockport Metropolitan Borough Council, Town Hall, Stockport, SK1 3XE, tel: 0161 480 4949
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £100,000 – £150,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 53



### 28 Jarvis Street, Rochdale, Lancashire, OL12 0JE

Two bedroom terraced house

**Directions** Off Whitworth (A671) close to Rochdale Infirmary

#### Accommodation (not inspected)

**Ground Floor:** Lounge, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** Gas fire and boiler, electric heaters

**Possession** Tenanted - please refer to the legal pack for more information. Scope for increase on the current rent.

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

**Guide Price: £45,000 - £50,000**

## Lot 54



### 2 Hemmons Road, Manchester, M12 5TA

Tenanted two bedroom end terrace house

**Directions** Hemmons Road is located off Matthews Lane, Stockport Road (A6)

#### Accommodation

**Ground Floor:** Lounge, leading into a second reception room, kitchen, bathroom

**First Floor:** Two bedrooms

**Exterior:** Rear yard

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

**Possession** Tenanted - see legal pack

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000**

you MUST read the notices to prospective buyers!

Lot 55



## 23 Hayes Road, Cadishead, Manchester, M44 5BU

Two bedroom terraced house

<b>Directions</b>	Hayes Road is off Liverpool Road near Lloyds Pharmacy
<b>Accommodation</b>	<i>Ground Floor:</i> Two reception rooms, kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Small front garden, rear yard
<b>Note</b>	The property has partial double glazing and central heating
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £55,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 56



### Commercial Development Site, Heather Close, Lyme Green Business Park, Macclesfield, Cheshire, SK11 0LR

Commercial development site 0.72 acres

**Directions** The plot is located on Lyme Green Business Park at the end of Heather Close off Winterton Way off London Road (A523) approximately 1.5 miles south of Macclesfield Town Centre

**Accommodation** Situated on North side and head of Heather Close, adjacent to Nimogen Unit and Guilford House (Envirofone) within the popular Lyme Green Business Park which branches from London Road (A523) approximately 1.5 miles south of Macclesfield Town Centre.

The site currently benefits from planning consent for the erection of 2no. Industrial units totalling 520 sq m / 5,600 sq ft (260 sq m / 2,800 sq ft per unit). Together with on site parking for circa. 43 cars. The site area extends to 0.72 acres / 0.291 ha.

**Guide Price: £75,000**

you MUST read the notices to prospective buyers!

Lot 56



## Commercial Development Site, Heather Close, Lyme Green Business Park, Macclesfield, Cheshire, SK11 0LR

Commercial development site 0.72 acres

The site is also considered suitable for alternative commercial development subject to the necessary consents being obtained.

Possession	Vacant
Viewing	Open site

Guide Price: £75,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 57



### Byron House, 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: £350,000 – £400,000**

you MUST read the notices to prospective buyers!

## Lot 58



### 6 Brogan Street, Gorton, Manchester, M18 8UD

Three bedroom semi-detached

**Directions** Brogan Street, off Garlick Street, off Chapman Street off Hyde Road (A57)

#### Accommodation

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

**First Floor:** Three bedrooms, bathroom

**Exterior:** Driveway and gardens to three sides

**Note** The property requires modernisation

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000 – £65,000**

## Lot 59



### 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: £35,000 – £40,000**

Today's start time is 2:00pm

## Lot 60



### 10 Gower Street, Oldham, OL1 3UB

Two bedroom semi-detached bungalow

<b>Directions</b>	Off Egerton Street, off Shaw Road (B6194)
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge, kitchen, two bedrooms, bathroom/wc, conservatory <i>Exterior:</i> Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing. Five minutes walk to the market and town centre of Oldham, and two minutes to the new Metrolink to Manchester and Rochdale centres due to start in 2012.
<b>Possession</b>	Tenanted on a twelve month AST from 09.05.05 and now holding over at £80 per week
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £60,000+**



you MUST read the notices to prospective buyers!

## Lot 61



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

Vacant five/six bedroom terrace

<b>Directions</b>	Plymouth Grove is located off Stockport Road (A6)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Two rooms, refitted kitchen, bathroom
<i>First Floor:</i>	Four bedrooms, bathroom
<i>Second Floor:</i>	Loft room with staircase (building regs not verified)
<i>Exterior:</i>	Small front garden, yard to rear
<b>Note</b>	The property is double glazed and centrally heated
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £120,000**

## Lot 62



### Flat 24 Millers Street, Eccles, Manchester, M30 8PF

Two bedroom second floor flat

<b>Directions</b>	Miller Street is off Worsley Road (B5211) off Liverpool Road (A57)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Communal entrance hallway with secure entry system
<i>Second Floor:</i>	Large hallway with three store rooms, dining kitchen, lounge, two double bedrooms, bathroom and separate WC.
<i>External:</i>	Communal gardens
<b>Note</b>	The property has double glazing, central heating and very well maintained communal areas
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £40,000**

Today's start time is 2:00pm

## Lot 63



### 22 Stockport Road, Ashton-under-lyne, Lancashire, OL7 0LD

Shop premises with upper parts over

**Directions** Stockport Road (A6017) near to junction with A635 William Street

**Accommodation (not inspected)**

**Ground Floor:** Shop sales area, office and kitchen

**First Floor:** Two Storage Rooms

**Note** The property is let by way of lease reported to be £5,199.66 per annum, full lease details will be provided in the legal pack

**Possession** Tenanted

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000 – £60,000**

## Lot 64



### 53 Higher Lane, Whitefield, Manchester, M45 7EZ

Substantial three storey detached property with potential for conversion

**Directions** On main A665

**Accommodation**

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

**First Floor:** Two double bedrooms, box room, bathroom

**Second Floor:** Two double bedrooms, en-suite in each room

**External:** Gardens with opportunity for parking subject to consents

**Note** The property is double glazed and centrally heated and may suit HMO purposes subject to consents

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £110,000**

you MUST read the notices to prospective buyers!

## Lot 65



### 18 Prestage Street, Longsight, Manchester, M12 4GQ

Two bedroom mid terrace property

**Directions** Prestage Street is off Matthews Lane

#### Accommodation

*Ground Floor:* Two rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Externally, pavement fronted, yard to rear

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000**

## Lot 66



### 42 Ben Street, Clayton, Manchester, M11 4EW

Two bedroom end terrace property

**Directions** Ben Street is located off Ravensbury Street

#### Accommodation

*Ground Floor:* Two rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, yard to rear

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000 – £45,000**

Today's start time is 2:00pm

## Lot 67



### 5 The Seasons, Weston Road, Runcorn, Cheshire, WA7 4JP

Deceptively spacious detached family home set in an exclusive development of only four properties

<b>Directions</b>	Weston Road is off Greenway Road close to where it meets Moughland Lane	
<b>Accommodation</b>	<i>Ground Floor:</i>	Reception hall with double doors to the lounge, dining area with french doors, kitchen with built in electric oven, five ring gas hob, cooker hood, microwave, fridge, freezer and dishwasher. Laundry/utility room with access to garage, ground floor wc.
	<i>First Floor:</i>	Master bedroom with en-suite shower room, guest bedroom with en-suite shower room, two further bedrooms, family bathroom/wc

**Guide Price: £275,000+**

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

Lot 67



**5 The Seasons, Weston Road, Runcorn, Cheshire, WA7 4JP**  
Deceptively spacious detached family home set in an exclusive development of only four properties

*Second Floor:* Two double bedrooms (sloping ceilings), shower room/wc  
*Exterior:* Integral garage, spacious driveway to front, pleasant and private enclosed lawned garden to rear

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**Note** Gas central heating and double glazing

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**Possession** Vacant

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**Viewing** Auction Department 0161 443 4740

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**Guide Price: £275,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 68



### 1031-1033 Stockport Road, Levenshulme, Manchester, M19 2TB

Vacant double fronted former restaurant with rooms over 159 sq m (1,700 sq ft)

<b>Directions</b>	Stockport Road (A6) close to junction with Broom Lane (B6178) heading toward Manchester City Centre	
<b>Accommodation</b>	<i>Ground Floor:</i>	Restaurant 74 sq m, store, kitchen
	<i>First Floor:</i>	Restaurant 30 sq m, toilets
	<i>Second Floor:</i>	Storage 16.6 sq m
	<i>Exterior:</i>	Garden fronted, yard to the rear
<b>Note</b>	Currently A3 permission exists. The premises may be suitable for conversion or change of use subject to the necessary consents and permissions	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £170,000**

you MUST read the notices to prospective buyers!

Lot 69



## The Crown, 3 Valance Close, Manchester, M12 5LB

Vacant former public house in need of renovation

<b>Directions</b>	Valance Close is located off Gorton Lane off Pottery Lane (A6010)
<b>Accommodation</b>	Former Public House with accommodation over two floors plus cellar set in enclosed grounds
<b>Note</b>	The property is held on a 99 year lease from 1st January 1976 from Manchester City Council
<b>Possession</b>	Vacant
<b>Viewing</b>	Open site, any party inspecting the property internally is advised that they do this at their own risk

**Guide Price: £15,000 – £25,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 70



### 202-204 Hill Lane, Blackley, Manchester, M9 6RG

Land with planning permission for two x three bedroom houses

**Directions** Hill Lane is located off Victoria Avenue East

**Note** Application number: 098224/00/2011/N1.

Outline planning permission granted for one pair of semi detached houses

**Possession** Vacant

**Viewing** Open site

**Guide Price: £30,000 – £40,000**

## Lot 71



### 2 Charnwood Road, Higher Blackley, Manchester, M9 6GQ

Three bedroom semi detached house with yard

**Directions** Charnwood Road is located off Chain Road off Victoria Avenue (A6104) close to Boots Pharmacy

#### Accommodation

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

**First Floor:** Three bedrooms, bathroom

**External:** Gardens to front and rear, side yard/parking

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000 – £65,000**



you MUST read the notices to prospective buyers!

Lot 72



## 66 Wakefield Drive, Chadderton, Oldham, OL1 2PT

New build four bedroom detached property standing in generous gardens

<b>Directions</b>	Wakefield Drive is located off Wakefield Street, off Burnley Lane off Chadderton Way (A627) and is located at the end of the Drive
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, downstairs WC/Cloakroom, study/playroom, open plane living room/dining room, family dining kitchen, utility room <i>First Floor:</i> Four bedrooms, family bathroom, en-suite shower room to master bedroom <i>Exterior:</i> Driveway, front garden, attached garage and rear lawn garden with play area and raised terrace decking
<b>Note</b>	The property has approximately four years left on the NHBC guarantee, is double glazed and centrally heated
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £190,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 73



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

Tenanted one bedroom second floor flat

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

**Guide Price: £59,000**

you MUST read the notices to prospective buyers!

Lot 74



## 75 Seymour Street, Denton, Manchester M34 3PF

Two bedroom semi-detached bungalow close to shops

<b>Directions</b>	Seymour Street Manchester Road (A57) off Junction 24 M60
<b>Accommodation</b>	<i>Ground Floor:</i> Vestibule, lounge, kitchen, two bedrooms, bathroom. Lean to sun porch to rear <i>Exterior:</i> Off road parking, front and rear garden, detached garage
<b>Note</b>	The property has central heating and partial double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £85,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 75



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

**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 76



### 26 Connie Street, Lower Openshaw, Manchester, M11 2JT Vacant two bedroom terrace

**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 central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £29,000**

you MUST read the notices to prospective buyers!

## Lot 77



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

Tenanted two bedroom terrace

<b>Directions</b>	Mitchell Street is off Briscoe Lane
<b>Accommodation</b>	
<i>Ground Floor:</i>	Two rooms, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Pavement fronted, rear yard
<b>Note</b>	The property has central heating, tenancy to follow in legal pack
<b>Possession</b>	Tenanted
<b>Viewing</b>	External viewing only: the tenant must not be disturbed

**Guide Price: £30,000+**

## Lot 78



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

Two bedroom terrace

<b>Directions</b>	Colliery Street is off Clayton Lane close to junction of Parkhouse Street
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, dining kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Pavement fronted, rear yard
<b>Note</b>	The property has double glazing and central heating
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £42,000**

Today's start time is 2:00pm

## Lot 79



### Garages and site on Grosvenor Street, Denton, Manchester, M34

Twelve garages on plot considered suitable for development to residential use

<b>Directions</b>	Grosvenor Street, junction with Taylor Street, behind terraces no's 14-28 Holland Street
<b>Accommodation</b>	This plot of land is located close to Denton West End Working Mens Club and The Royal British Legion on Grosvenor Street at the junction with Taylor Street. As it currently stands there are 12 mostly dilapidated garages on this site and for example there may be potential for redevelopment on this site for perhaps two detached bungalows as the artist impressions suggests.
<b>Note</b>	Parties interested in redevelopment are advised to consult with the local planning department direct at Tameside MBC Planning Department, Council Offices, Wellington Road, Ashton-under-Lyne, OL6 6DL. Tel: 0161 342 8355
<b>Possession</b>	Vacant
<b>Viewing</b>	Open site

**Guide Price: £45,000**

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

*Notes:*

# Terms and Conditions

## for proxy and telephone bidding

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

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

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.

4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £2000,) PLUS the 0.5% (min. £495.00) Buyers Premium, for each lot. Where the lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

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

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



# Proxy and Telephone Bidding

Authorisation  
Form

**Method of bidding**  
(please tick one)

Proxy

Telephone

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

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."

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

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# COMMON AUCTION CONDITIONS

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

## Introduction

The common auction conditions have three main sections:

### 1. Glossary

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

### 2. Auction Conduct Conditions

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

### 3. Conditions of Sale

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

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

These conditions are legally binding.

### Important Notice:

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

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

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

### Glossary

In the CONDITIONS wherever it makes sense:

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

### ACTUAL COMPLETION DATE

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

### ADDENDUM

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

### AGREED COMPLETION DATE

Subject to condition G9.3:

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

### APPROVED FINANCIAL INSTITUTION

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

### ARREARS

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

### ARREARS SCHEDULE

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

### AUCTION

The auction advertised in the CATALOGUE.

### AUCTION CONDUCT CONDITIONS

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

### AUCTIONEERS

The auctioneers at the AUCTION.

### BUSINESS DAY

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

### BUYER

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

### CATALOGUE

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

### COMPLETION

Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally

received in the SELLER's conveyancer's client account.

### CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

### CONTRACT

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

### CONTRACT DATE

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

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

### DOCUMENTS

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

### FINANCIAL CHARGE

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

### GENERAL CONDITIONS

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

### INTEREST RATE

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

### LOT

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

### OLD ARREARS

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

### PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

### PRACTITIONER

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

## PRICE

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

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The AUCTIONEERS.

## YOU (AND YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

## Auction Conduct Conditions

### A1 INTRODUCTION

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

A1.2 The CATALOGUE is issued only on the basis

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

### A.2 OUR ROLE

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

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Stockport SK1 1DS

Telephone: 0161 443 4740  
Fax: 0161 480 8280

Catalogue Hotline: 09067 301010

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

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

website: [www.edwardmellor.co.uk](http://www.edwardmellor.co.uk)

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