

Tuesday 17th July 2012  
Registration from 1.00pm  
Auction start time 2.00pm

EDWARD  
mellor  
0161 443 4740  
auction

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

from our June auction

Stockport Road,  
Denton



Shop premises on busy  
main road

Guide price: £30,000

**Sold for £40,500**

Selborne Street,  
Blackburn



Two bedroom  
terraced house

Guide price: £35,000

**Sold for £49,000**

Rushmere Avenue,  
Levenshulme



Two bedroom  
terraced house

Guide price: £40,000

**Sold for £57,000**

Lindsay Street,  
Burnley



Two bedroom  
terraced house

Guide price £10,000

**Sold for £25,250**

Boar Green Close,  
New Moston



Four bedroom  
detached house

Guide price: £130,000

**Sold for £147,500**

Broomfield Drive,  
Reddish



Three bedroom  
semi-detached house

Guide price: £80,000

**Sold for £93,000**

# auction dates for 2012

## Auction

Tuesday 17th July 2012

Wednesday 19th September 2012

Wednesday 31st October 2012

Tuesday 11th December 2012

## Closing Date

11th June 2012

14th August 2012

24th September 2012

5th November 2012

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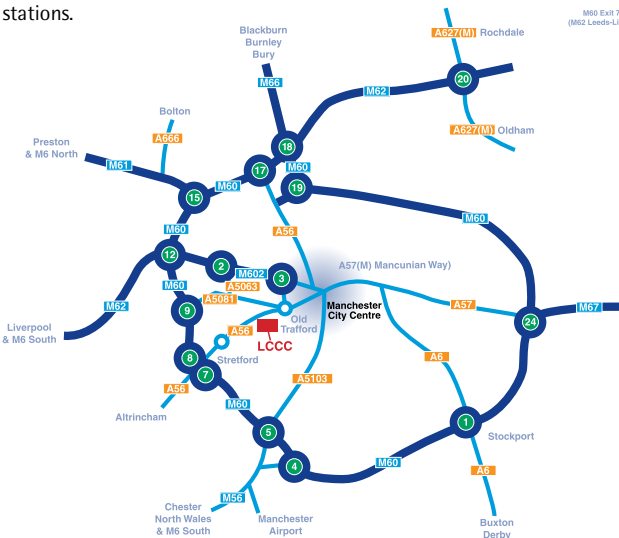
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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 Tuesday 17th July

Sale starts at 2:00pm

1	<b>LONGSIGHT</b>	23 East Road	Five bedroom end terraced house
2	<b>BURNLEY</b>	7 Murray Street	Three bedroom terraced house
3	<b>EDGELEY</b>	14 Derby Street	Two bedroom mid terrace with cellar
4	<b>ASHTON-UNDER-LYNE</b>	22 Stockport Road	Shop premises with upper parts
5	<b>ASHTON-UNDER-LYNE</b>	2 Elgin Street	Two bedroom end terraced house
6	<b>CRUMPSALL</b>	14 Cleveland Road	Semi detached house in three flats
7	<b>OPENSHAW</b>	7 Meech Street	Three bedroom terraced house
8	<b>BLACKLEY</b>	202-204 Hill Lane	Land with planning permission
9	<b>STOCKPORT</b>	47 Belmont Street	Two bedroom terraced house
10	<b>URMSTON</b>	19 Church Road	Three bedroom semi-detached house
11	<b>WITHDRAWN</b>		
12	<b>BURNLEY</b>	14 Renshaw Street	Two bedroom terraced house
13	<b>ROCHDALE</b>	17 Jephseys Street	Two bedroom terraced house
14	<b>ALTRINCHAM</b>	97a & 97b George Street	Tenanted office and retail building
15	<b>BOLTON</b>	164 Bradford Street	Three bedroom terraced house
16	<b>STOCKPORT</b>	2-4 Oat Street	Development site in a cul-de-sac
17	<b>POYNTON</b>	167 Chester Road	Three bedroom detached bungalow
18	<b>MANCHESTER</b>	23 Mansfield Avenue	Four bedroom semi-detached house
19	<b>ABBEY HEY</b>	93 Abbey Hey Lane	Two bedroom terraced house
20	<b>BURNLEY</b>	44 Coultate Street	Three bedroom terraced house
21	<b>BLACKLEY VILLAGE</b>	60 Sidney Road	Three bedroom semi-detached house
22	<b>FAILSWORTH</b>	22 Grange Street	Three bedroom terraced house
23	<b>LLANRWST</b>	Apartment 1, Ty Glan	One bedroom apartment
24	<b>ROCHDALE</b>	20 Jarvis Street	Two bedroom terraced house
25	<b>COLNE</b>	4 Keighley Road	Thirteen bedroom former nursing home
26	<b>LLANRWST</b>	Apartment 2, Ty Glan	One bedroom apartment
27	<b>ROCHDALE</b>	28 Jarvis Street	Two bedroom terraced house
28	<b>BELLE VUE</b>	527-529 Hyde Road	Cafe/takeaway premises on main A57
29	<b>BURNLEY</b>	62 Williams Road	Two bedroom end terraced house
30	<b>OLDHAM</b>	66 Wakefield Drive	New build four bedroom detached property
31	<b>MOSTON</b>	21 Gill Street	Vacant industrial unit
32	<b>SALFORD</b>	65 Tootal Road	Vacant shop with upper parts
33	<b>HIGHER BLACKLEY</b>	2 Charnwood Road	Three bedroom semi detached house
34	<b>ACCRINGTON</b>	99 Richmond Hill Street	Two bedroom end terraced house
35	<b>STALYBRIDGE</b>	2 Hanover Street	Hair salon with beauty room
36	<b>BURNLEY</b>	53 Brockenhurst Street	Three bedroom terraced house
37	<b>MACCLESFIELD</b>	Lyme Green Business Park	Commercial development site 0.72 acres
38	<b>FALLOWFIELD</b>	88 Appleby Lodge	Ground floor studio flat
39	<b>OLDHAM</b>	194 London Road	Two bedroom terraced property
40	<b>MANCHESTER</b>	30 Dunstable Street	Two bedroom terraced house

Order of sale for  
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41	NEWTON HEATH	63 Leng Road	Two bedroom mid terraced property
42	MANCHESTER	7 Hurford Avenue	Two bedroom semi-detached house
43	WHITEFIELD	53 Higher Lane	Substantial three storey detached property
44	BRAMHALL	105 Bramhall Lane South	Extended three bedroom detached property
45	AUDENSHAW	Land on Corn Hill Lane	Plot of land with potential for redevelopment
46	OLDHAM	118 Henshaw Street	Single storey former laundrette
47	SALFORD	16a Crescent Road	Former takeaway with living accommodation
48	OLDHAM	10 Gower Street	Two bedroom semi-detached bungalow
49	BURNLEY	47 Albion Street	Two bedroom mid-terraced house
50	LONGSIGHT	18 Prestage Street	Two bedroom terraced property
51	HEYWOOD	95 Coomassie Street	Double fronted three bedroom terraced house
52	STRETFORD	42 Burleigh Road	Two bedroom detached bungalow
53	CLWYD	Ty Newydd	Four bedroom detached house
54	BRAMHALL	110 North Park Road	Three bedroom mews house
55	WOODSMOOR	89a Moorland Road	Three bedroom upper floor flat
56	MOSS SIDE	204 Great Western Street	Shop with flat above let out for community
57	HEATON CHAPEL	451 Manchester Road	Shop premises with accommodation over
58	HEYWOOD	2 Ashton Street, 1 Bridge Street	Withdrawn until September
59	OLDHAM	22 Quail Street	Two bedroom terraced house
60	NORTH REDDISH	79 Naseby Road	Two bedroom semi-detached house
61	STOCKPORT	5 & 5a The Bungalows	Fire damaged detached timber bungalow

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

The packs are uploaded as soon as we receive them, and once you've registered to look at one, you will be notified immediately of any subsequent documents we may receive.



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

“ A massive thank you to Louise and the Auction Team! We have sold a few properties with Edward Mellor Auction this year, and on all occasions the advice and guidance Louise has given has resulted in them selling for substantially more than we anticipated. Our experiences with her over many years both selling and buying have always been very positive, which is why we wouldn't consider using anyone else. ”

**S Shone & V Barker**

46 Lyndene Road, Wythenshawe - Guide £56,000, **Sold for £70,250**

35 Guildford Road, Levenshulme - Guide £45,000, **Sold for £50,000**

202 Barlow Road, Levenshulme - Guide £50,000, **Sold for £70,000**



Specialist in  
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Contact – **Peter Robinson**

**Peter Robinson & Co.**  
Property Lawyers  
27 Queen Street, Oldham OL1 1RD  
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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



## 23 East Road, Longsight, Manchester, M12 5QY

Five bedroom end terraced house

<b>Directions</b>	East Road is directly off Stockport Road (A6)	
<b>Accommodation</b>	<i>Ground Floor:</i>	Lounge, dining room, morning room, kitchen, cellars
	<i>First Floor:</i>	Three bedrooms, bathroom
	<i>Second Floor:</i>	Two bedrooms
	<i>Exterior:</i>	Rear yard with side gate allowing off road parking for a small vehicle
<b>Note</b>	The property occupies a much sought after location overlooking Crowcroft Park	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £95,000+

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

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Today's start time is 2:00pm

## Lot 2



### 7 Murray Street, Burnley, Lancashire, BB10 1SB

Three bedroom terraced house on behalf of LPA receivers

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

**Guide Price: £10,000+**

you MUST read the notices to prospective buyers!

Lot 3



## 14 Derby Street, Edgeley, Stockport, Cheshire, SK3 9HF

Two bedroom mid-terrace with cellar

**Directions** From our Edgeley branch turn left onto Grenville Street and continue along turning right onto Chatham Street, right onto St. Matthews Road and 1st left onto Derby Street.

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**Accommodation**

<i>Ground Floor:</i>	Living room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Basement:</i>	Cellar
<i>Exterior:</i>	Small front garden, yard to rear

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**Possession** Vacant

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**Viewing** Auction Department 0161 443 4740

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**Guide Price: £65,000**

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

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Today's start time is 2:00pm

## Lot 4



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

Shop premises with upper parts over on busy main road

**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. The tenant would like to sign a new 10 year lease, draft lease in legal pack.

**Possession** Tenanted

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

## Lot 5



## 2 Elgin Street, Ashton-under-Lyne, Lancashire, OL7 9AQ

Two bedroom end terraced house

**Directions** Off Cranbourne Road, which is directly off Oldham Road (A627)

### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Small rear garden

**Note** Double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000+**

you MUST read the notices to prospective buyers!

Lot 6



## 14 Cleveland Road, Crumpsall, Manchester, M8 4QU

Semi-detached house in three flats

<b>Directions</b>	Off Delaunays Road which runs between Crumpsall Lane and Blackley New Road
<b>Accommodation</b>	<i>Ground Floor:</i> One bedroom flat with lounge, kitchen and bathroom. Cellar
	<i>First Floor:</i> One bedroom flat with lounge, kitchen and bathroom
	<i>Second Floor:</i> One bedroom flat with lounge/kitchen and bathroom
	<i>Exterior:</i> Rear garden
<b>Note</b>	Partial gas central heating. Double glazing. Located close to North Manchester General Hospital.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £90,000+

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Today's start time is 2:00pm

## Lot 7



### 7 Meech Street, Openshaw, Manchester, M11 2JJ

Three bedroom terraced house on behalf of LPA receivers

<b>Directions</b>	Off Greenside Street which is directly off Ashton Old Road (A635)
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i> Open plan lounge/dining room, kitchen, utility room <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Rear yard
<b>Note</b>	Located close to Openshaw Park. We are informed by our clients that the tenants have been in situ for many years, and have indicated a desire to remain so
<b>Possession</b>	Tenanted - newly signed AST from 01.07.12 for twelve months at £335 every month
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £30,000+**

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

## Lot 8



### 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: £25,000**

## Lot 9



### 47 Belmont Street, Stockport, Cheshire, SK4 1QW

Two bedroom terraced house

**Directions** Belmont Street is located off Belmont Way at the junction close to St James' Jr School

#### Accommodation (not inspected)

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

**External:** Paved rear yard

**Note** The property has gas central heating, double glazing and a cellar

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000+**

Today's start time is 2:00pm

## Lot 10



### 19 Church Road, Urmston, Manchester, M41 9EH

Three bedroom semi-detached house

<b>Directions</b>	Church Road (B5213) is directly off Station Road (B5214)
<b>Accommodation</b> <b>(not inspected)</b>	<i>Ground Floor:</i> Entrance hall, two reception rooms, kitchen <i>First Floor:</i> Three bedrooms, bathroom, separate wc <i>Exterior:</i> Gardens to the front and rear, the rear being larger than average. Small driveway with potential for further off road parking.
<b>Note</b>	Gas central heating
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £110,000**



Today's start time is 2:00pm

Lot 11

**WITHDRAWN**

Today's start time is 2:00pm

## Lot 12



### 14 Renshaw Street, Burnley, Lancashire, BB10 1SX

Two bedroom terraced house on behalf of LPA receivers

<b>Directions</b>	Off Brennand Street which is directly off Briercliffe Road
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge, dining room, kitchen area <i>First Floor:</i> Three bedrooms, bulkhead bathroom <i>Exterior:</i> Rear yard
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £12,000+**

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Lot 13



## 17 Jepheys Street, Rochdale, Lancashire, OL12 0JH

Two bedroom terraced house

<b>Directions</b>	Directly off Whitworth Road (A671)
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge, kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Rear yard
<b>Note</b>	Gas central heating
<b>Possession</b>	Tenanted - please refer to the legal pack for more information. We understand that the tenants may be vacating in due course, please refer to the Auction Department for clarification.
<b>Viewing</b>	External viewing only, the tenant must not be disturbed. Access for survey can be arranged by appointment.

Guide Price: £45,000+

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

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## Lot 14



### 97a & 97b George Street, Altrincham, Cheshire, WA14 1RN

Tenanted retail and office building in town centre location accessed from The Causeway

<b>Directions</b>	The property can be found down The Causeway accessed by turning off Stamford New Road (A538) along Cross Street bearing left at the junction with Brewery Street which leads onto The Causeway, the building being at the end of the road.
<b>Accommodation</b>	<i>Ground Floor:</i> Sales area 30.5 sq m (328 sq ft) <i>First Floor:</i> Office space 25.4 sq m (273 sq ft)
<b>Note</b>	The property is tenanted at a rent of £8,000 per annum and is currently holding over, a copy of the lease will be available in the legal pack. Tenant: Taps and Sink Direct Ltd
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £65,000 – £75,000**

you MUST read the notices to prospective buyers!

## Lot 15



### 164 Bradford Street, Bolton, BL2 1JS

Three bedroom terraced house

**Directions** Bradford Street (A579) can be found close to the junction of Bury New Road (A673)

**Accommodation (not inspected)**

**Ground Floor:** Kitchen, lounge, dining room

**First Floor:** Three bedrooms, bathroom

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

**Note** The property has GCH and parking to the rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000**

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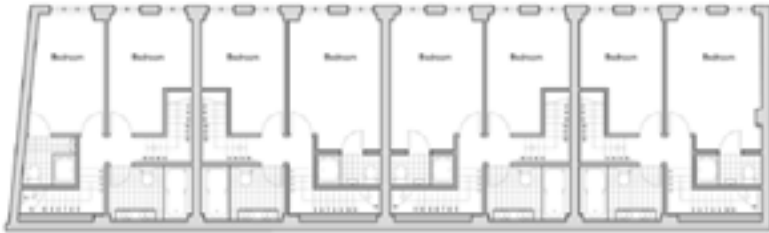
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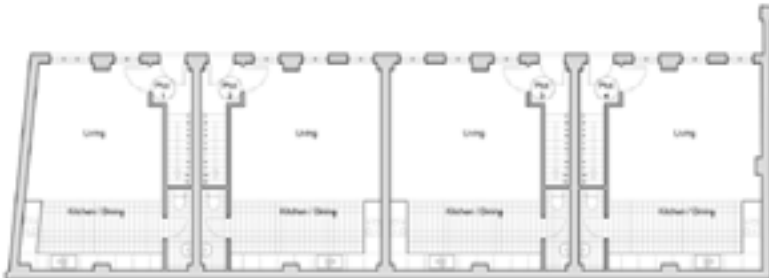
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## Lot 16



Proposed First Floor Plan 1:100  
(Maisonettes)



Proposed Ground Floor Plan 1:100  
(Maisonettes)



Proposed Site Plan 1:200



Guide Price: £135,000

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

Lot 16



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

Development site in a quiet cul-de-sac with planning permission for conversion of current buildings to four mews properties and a detached three bedroom dwelling

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

**Note** This conveniently located site has planning for four mews properties and is situated within easy reach of Stockport Centre and it's associated public transport links. Also included is a detached office building with permission for a three bedroom detached.

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: £135,000**

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Today's start time is 2:00pm

## Lot 17



### 167 Chester Road, Poynton, Stockport, Cheshire, SK12 1HP

#### Three bedroom detached bungalow

<b>Directions</b>	Chester Road is the main A5149. The property is located close to the junction of Woodford Road.	
<b>Accommodation</b>	<i>Ground Floor:</i>	Entrance hall, lounge, dining room, kitchen, three bedrooms, bathroom
	<i>Exterior:</i>	Attached garage, driveway, front garden, large rear garden.
<b>Note</b>	Gas central heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

**Guide Price: £260,000**



you MUST read the notices to prospective buyers!

## Lot 18



### 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 (not inspected)

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

**First Floor:** Four bedrooms, bathroom

**Exterior:** Paved driveway to front, rear garden

**Note** Double glazing, gas central heating

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

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

**Guide Price: £70,000**

## Lot 19



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

Two bedroom terrace house

**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+**

Today's start time is 2:00pm

## Lot 20



### 44 Coultate Street, Burnley, Lancashire, BB12 6RF

Three bedroom terraced house on behalf of LPA receivers

<b>Directions</b>	Off Oak Street which is directly off Padiham Road (A671)
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge, dining room, kitchen, store with wc <i>First Floor:</i> Three bedrooms, bathroom, attic area <i>Exterior:</i> Rear yard
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £20,000+**

you MUST read the notices to prospective buyers!

Lot 21



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

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: £56,000+

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

0161 443 4740

Today's start time is 2:00pm

## Lot 22



### 22 Grange Street, Failsworth, Manchester, M35 0HU Three bedroom terraced house

<b>Directions</b>	Grange Street runs between Mellor Street and Poplar Street both of which are directly off Oldham Road (A62)
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance hall, lounge, dining kitchen <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Rear yard
<b>Note</b>	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £55,000**

you MUST read the notices to prospective buyers!

## Lot 23



### 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: £29,000 – £34,000**

## Lot 24



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

#### Two bedroom terraced house

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

#### Accommodation

**Ground Floor:** Lounge, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** Gas central heating. Cul-de-sac location leading to a park.

**Possession** Tenanted on six month AST from 9 October 2004 (now holding over) at £395pcm.

**Viewing** External viewing only – the tenant must not be disturbed. Access for survey can be arranged by appointment.

**Guide Price: £42,000+**



Today's start time is 2:00pm

## Lot 25



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

Substantial thirteen bedroom former nursing home

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

**Accommodation**

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £75,000**

you MUST read the notices to prospective buyers!

## Lot 26



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

#### One bedroom apartment

<b>Directions</b>	On main A470
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, modern kitchen with built in oven and hob, bedroom, shower room/ wc
<b>Note</b>	Central heating. Lovely rural location.
<b>Possession</b>	Tenanted - let at £400 per calendar month on AST dated 25.4.12 to 4.12.12 and holding over.
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

**Guide Price: £29,000 – £34,000**

## Lot 27



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

#### Two bedroom terraced house

<b>Directions</b>	Off Whitworth (A671) close to Rochdale Infirmary
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Gas fire and boiler, electric heaters. Cul-de-sac location leading to a park.
<b>Possession</b>	Tenanted on six month AST from 2 December 2000 (now holding over) at £70pw. The tenants may be vacating, please refer to the Auction Department
<b>Viewing</b>	External viewing only - the tenants must not be disturbed. Access for survey can be arranged by appointment.

**Guide Price: £42,000+**

Today's start time is 2:00pm

## Lot 28



### 527 to 529 Hyde Road, Belle Vue, Manchester, M12 5FL Cafe/takeaway premises on main A57

<b>Directions</b>	On main A57 Hyde Road just off junction with A6010 on corner with Birch Lane close to Travel Lodge
<b>Accommodation</b>	<i>Ground Floor:</i> Seating, counter area, public WC, kitchen, rear hallway, staff WC. <i>Exterior:</i> Yard to rear.
<b>Note</b>	Fixtures and fittings can be purchased separately, car parking is allowed on the car park to the rear with Mecca Bingo.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £70,000**



you MUST read the notices to prospective buyers!

Lot 29



## 62 Williams Road, Burnley, Lancashire, BB10 3DA

Two bedroom end terraced house on behalf of LPA receivers

<b>Directions</b>	Directly off Briercliffe Road
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance vestibule, lounge, dining room, kitchen <i>Exterior:</i> Two bedrooms, bathroom, study <i>Exterior:</i> Rear yard
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £15,000+

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

0161 443 4740

Today's start time is 2:00pm

## Lot 30



### 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 plan 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+**

you MUST read the notices to prospective buyers!

Lot 31



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

Vacant industrial unit. 4,600 sq ft, great potential for investment or occupancy

<b>Directions</b>	Gill Street is located off Moston Lane
<b>Accommodation</b>	Garage/lock up unit with potential for change of use and ideal for storage or sales, circa 427 sq m (4,600 sq ft) over two floor situated just off the main shopping area in Moston
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £70,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 32



### 65 Tootal Road, Salford, M5 5EG Vacant shop with upper parts

<b>Directions</b>	Tootal Road is off Weaste Lane (B5228) off Eccles New Road (A57)
<b>Accommodation</b>	We have not verified the internal layout but are advised that it comprises shop area, kitchen and WC on ground floor and three rooms and bathroom on first floor. The property has a cellar and a rear yard.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £40,000**

## Lot 33



### 2 Charnwood Road, Higher Blackley, Manchester, M9 6GQ Three bedroom semi-detached house with yard

<b>Directions</b>	Charnwood Road is located off Chain Road off Victoria Avenue (A6104) close to Boots Pharmacy
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hallway, lounge, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>External:</i>	Gardens to front and rear, side yard/parking
<b>Note</b>	This property requires modernisation
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £55,000 – £65,000**

you MUST read the notices to prospective buyers!

Lot 34



## 99 Richmond Hill Street, Accrington, Lancashire, BB5 0PZ

Two bedroom end terraced house on behalf of LPA receivers

<b>Directions</b>	Directly off Willows Lane
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge, 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: £15,000+

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

0161 443 4740

Today's start time is 2:00pm

## Lot 35



## 2 Hanover Street, Stalybridge, Cheshire, SK15 1LR

Vacant hair salon with beauty room and self contained two bedroom flat above

<b>Directions</b>	Hanover Street is close to traffic light junction with Ridge Hill Lane and is easily accessed by turning left onto Hamilton Street off Stamford Street (A635), and left again onto Cumberland Street
<b>Accommodation</b>	<i>Ground Floor Shop:</i> Salon area, wash room, kitchen and WC and treatment room <i>Ground Floor Flat:</i> Kitchen <i>First Floor Flat:</i> Lounge, kitchen, bathroom <i>Second Floor:</i> Converted loft used as bedroom (regs not seen)
<b>Note</b>	The flat is subject to an AST at £385 PCM and will be available in the legal pack. The fixtures and fittings may be available if required subject to negotiation. The ground floor may also lend itself to conversion of alternative uses subject to consents
<b>Possession</b>	Part tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £60,000**



you MUST read the notices to prospective buyers!

Lot 36



## 53 Brockenhurst Street, Burnley, Lancashire, BB10 4ET

Three bedroom terraced house on behalf of LPA receivers

**Directions** Off Mitella Street, off Brunshaw Road which is off Todmorden Road (A671)

**Accommodation**

<i>Ground Floor:</i>	Entrance vestibule, lounge, dining room, kitchen
<i>First Floor:</i>	Three bedrooms (originally two), bulkhead bathroom
<i>Exterior:</i>	Rear yard

**Note** Gas central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 37



### 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: £60,000 – £70,000**



you MUST read the notices to prospective buyers!

Lot 37



**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: £60,000 – £70,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 38



### 88 Appleby Lodge, Fallowfield, Manchester, M14 6HG Ground floor studio flat

**Directions** Appleby Lodge is opposite Platt Fields Park, close to the centre of Rusholme on Wilmslow Road A6010

**Accommodation** *Ground Floor:* Communal entrance hall. Flat: hall with storage, lounge/bedroom with storage/modern fitted kitchen, bathroom  
*Exterior:* Communal gardens and parking – two permits

**Note** The property has communal gas central heating. Central heating and hot water is included within the service charge of £1056.40 every six months. The vendor of this property is a director of Edward Mellor Ltd.

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000+**

you MUST read the notices to prospective buyers!

## Lot 39



## 194 London Road, Oldham, OL1 4BX

Two bedroom terraced property

<b>Directions</b>	Off Yates Street which is off Shaw Road B6194
<b>Accommodation</b>	
<i>Ground Floor:</i>	Vestibule, lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £45,000+**

## Lot 40



## 30 Dunstable Street, Manchester, M19 3BU

Two bedroom terraced house

<b>Directions</b>	Dunstable Street is located off Cromwell Grove, Stockport Road (A6)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, dining kitchen, utility room
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Small garden to front, rear yard
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £59,000**

Today's start time is 2:00pm

## Lot 41



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

Two bedroom mid-terraced property

<b>Directions</b>	Off Culcheth Lane, close to village centre
<b>Accommodation</b>	
<i>Ground Floor:</i>	Living room, dining kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Small garden to front, yard to rear
<b>Note</b>	The property is double glazed, centrally heated and is tenanted, full details of which will appear in the legal pack
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £55,000**

## Lot 42



### 7 Hurford Avenue, Manchester, M18 8WL

Two bedroom semi-detached house with box room

<b>Directions</b>	Hurford Avenue is located off Cornwall Street which is itself located off Ashton Old Road (A635)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, kitchen diner
<i>First Floor:</i>	Two bedrooms, box room, bathroom
<i>Exterior:</i>	Front and rear gardens
<b>Note</b>	The property has central heating and majority double glazing
<b>Possession</b>	Tenanted - reported income £368.33 per calendar month. The tenant advises that he has occupied the property for over five years.
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: £50,000+**

you MUST read the notices to prospective buyers!

Lot 43



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

Substantial three storey detached property

<b>Directions</b>	On main A665
<b>Accommodation</b>	<i>Ground Floor:</i> Living room, dining kitchen <i>First Floor:</i> Two double bedrooms, box room, bathroom <i>Second Floor:</i> Two double bedrooms, en-suite in each room <i>Exterior:</i> Gardens with opportunity for parking subject to consents
<b>Note</b>	The property is double glazed and centrally heated and may suit HMO purposes subject to consents
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £100,000

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

0161 443 4740



Today's start time is 2:00pm

## Lot 44



### 105 Bramhall Lane South, Bramhall, Stockport, Cheshire, SK7 2EE

Beautiful and extended three bedroom detached Edwardian property with a southerly facing lawn garden in a favoured Bramhall location close to the Village, the local Primary and Secondary Schools and Bramhall Lane Lawn Tennis Club

<b>Directions</b>	On the main Bramhall Lane South inbetween Holland Road and Ramsdale Road	
<b>Accommodation</b>	<i>Ground Floor:</i>	Hallway, downstairs WC/cloak room, two reception rooms, extended dining kitchen with full range of fitted units
	<i>First Floor:</i>	Split landing: Three double bedrooms, study/nursery room with potential for en-suite, four-piece high specification bathroom.
	<i>External:</i>	South facing rear lawn garden with summer house and raised flower beds and patio area to rear, decking leads off kitchen and onto patio, the front garden is made private by mature

**Guide Price: £400,000 – £450,000**



you MUST read the notices to prospective buyers!

Lot 44



## 105 Bramhall Lane South, Bramhall, Stockport, Cheshire, SK7 2EE

Beautiful and extended three bedroom detached Edwardian property with a southerly facing lawn garden in a favoured Bramhall location close to the Village, the local Primary and Secondary Schools and Bramhall Lane Lawn Tennis Club

hedging and shrubs, The driveway to the front has been resurfaced with concrete cobble effect and will benefit from some minor alterations to allow for a better turning circle for family vehicles, access to the rear is via a shared driveway between the properties. Single garage to rear, better access could be made by extending the garage to the natural boundary to the left hand side to make the approach easier

Possession	Vacant
Viewing	Auction Department 0161 443 4740

**Guide Price: £400,000 – £450,000**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 45



### Land on Corn Hill Lane, Audenshaw, Manchester, M34 5PG

Plot of land with potential for residential redevelopment in quiet backwater nestled close to Denton Golf Club

<b>Directions</b>	Turn off Audenshaw Road (B6390) along Kings Road with the new houses on your right and continue along the road until you reach Corn Hill Lane and turn left: The plot is located through Denton Golf Club in front of the Historic converted barn.
<b>Accommodation</b>	Plot of land with potential for residential development subject to the necessary consents: All parties are advised to consult with the local planning department directly: 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: £15,000**

you MUST read the notices to prospective buyers!

Lot 46



## 118 Henshaw Street, Oldham, OL1 2BL

Vacant single storey former launderette with yard, may be suitable for alternative uses subject to the necessary consents

<b>Directions</b>	Henshaw Street is accessed by turning off St Mary's Way off Rochdale Road (A627) close to main roundabout	
<b>Accommodation</b>	<i>Ground Floor:</i>	Main wash area, rear room, kitchen and WC.
	<i>Exterior:</i>	Yard to side
<b>Note</b>	The property may suit alternative uses subject to the necessary consents, the machinery can be purchased under a separate negotiation.	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £45,000

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

0161 443 4740

Today's start time is 2:00pm

## Lot 47



### 16a Crescent Road, The Crescent, Salford, M5 4PF

Former takeaway with living accommodation above

<b>Directions</b>	The Crescent is the main A6 out of Manchester towards Salford. The property can be found close to The Crescent Pub
<b>Accommodation</b>	<i>Ground Floor:</i> Shop area consisting of counter/till point, cooking and serving area. Kitchen/preparation area to rear <i>First Floor:</i> Lounge, bedroom, shower room
<b>Note</b>	Situated on Salford Crescent, close to the local universities and art museum with the surrounding buildings being part of a huge re-generation scheme by the local council.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £95,000+**

you MUST read the notices to prospective buyers!

Lot 48



## 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: £50,000+

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

0161 443 4740

Today's start time is 2:00pm

## Lot 49



### 47 Albion Street, Burnley, Lancashire, BB11 4QD

Two bedroom terraced house

**Directions** Albion Street is located off St. Matthew Street (B6239) close to the junction with Manchester Road (A682)

#### Accommodation (not inspected)

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

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** The property has a cellar

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £12,000**

## Lot 50



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

Two bedroom terraced property

**Directions** Prestage Street is off Matthews Lane

#### 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: £55,000**



you MUST read the notices to prospective buyers!

Lot 51



**95 Coomassie Street, Heywood, Lancashire, OL10 3AY**  
Double fronted three bedroom terraced house

<b>Directions</b>	Off Egerton Street, off Pilsworth Road, off Bridge Street (A58)
<b>Accommodation</b>	<i>Ground Floor:</i> Small entrance hall, lounge, sitting room/study, dining room, kitchen with built in oven and hob
	<i>First Floor:</i> Three bedrooms, wetroom
	<i>Exterior:</i> Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £50,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 52



### 42 Burleigh Road, Stretford, Manchester, M32 0QG

Two bedroom detached bungalow

<b>Directions</b>	Off Avondale Road which is directly off Chester Road (A56)
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance porch, hall, lounge/dining room, breakfast kitchen with built in oven, hob and extractor fan, two double bed rooms, study, bathroom with separate shower cubicle <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: £125,000+**

you MUST read the notices to prospective buyers!

Lot 53



## Ty Newydd, Brynford, Holywell, Clwyd, CH8 8LQ

Four bedroom detached house by order of the mortgagees in possession

**Directions** Leave Holywell Ring Road at the junction with the old A55 by the Fire Station and turn left, upon reaching the traffic lights, turn right signposted Brynford. Proceed to the crossroads and turn right towards the Golf Course. The property will be seen immediately on the right hand side.

**Accommodation** *Ground Floor:* Entrance porch, sitting room, kitchen, dining room, utility area, ground floor cloaks/wc

*First Floor:* Four bedrooms, bathroom

*Exterior:* Gardens to the front and rear

**Note** Double glazing and LPG heating. Situated in a popular village where there is a post office/village store and primary school. Close to the Welsh Market Town of Holywell offering further shopping facilities and amenities. Flint Station is 4.3 miles away.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £125,000+**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 54



### 110 North Park Road, Bramhall, Stockport, Cheshire, SK7 3HS

#### Three bedroom mews house

<b>Directions</b>	North Park Road runs between Midland Road and Handley Road, both off Bramhall Lane South (A5102)
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge with french doors to garden, modern recently refitted kitchen with built in oven, hob and extractor <i>First Floor:</i> Three good sized bedrooms, re-fitted bathroom <i>Exterior:</i> Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing. Beautifully refurbished to a high standard.
<b>Possession</b>	Tenanted on a twelve month AST from 27/03/12 at £650pcm.
<b>Viewing</b>	Viewings are available on this lot - contact the Auction Department on 0161 443 4740

**Guide Price: £110,000+**

you MUST read the notices to prospective buyers!

Lot 55



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

Three bedroom upper floor flat in popular location close to Train Station

<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.
<b>Note</b>	The property is tenanted £595 PCM AST holding over from 28 October 2008
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £70,000

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

0161 443 4740



Today's start time is 2:00pm

## Lot 56



### 204 Great Western Street, Moss Side, Manchester, M14 4LH

Shop with flat above let out for community purposes

<b>Directions</b>	Great Western Street off Wilmslow Road (B5117) in Rusholme, property on corner with Tyldesley Street
<b>Accommodation</b>	<i>Ground Floor:</i> Access to flat, sales area, kitchen WC <i>First Floor:</i> Lounge, kitchen, bedroom bathroom <i>Exterior:</i> Garage to rear
<b>Note</b>	The property is let to a tenant for community purpose with a lease with approximately 18 months left with a rent review due: The lease will be in the legal pack and is approximately £560pcm at this time.
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £70,000 – £80,000**



you MUST read the notices to prospective buyers!

Lot 57



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

Shop premises with accommodation set over three storeys

<b>Directions</b>	Manchester Road (A626) close to junction with Wellington Road North (A6)
<b>Accommodation</b>	<i>Ground Floor:</i> Sales area, kitchen <i>First Floor:</i> Two rooms, bathroom <i>Second Floor:</i> Room <i>External:</i> Pavement fronted, yard to rear
<b>Note</b>	The property's upper parts may lend themselves to conversion to residential usage subject to the necessary consents. The property has electric heating, recently installed double glazing and has been re-roofed
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: Refer to Auctioneer**

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

0161 443 4740

Today's start time is 2:00pm

## Lot 58



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

Vacant shop with vacant two bedroom self contained flat above situated on prominent and busy main road in Heywood Town Centre.

**Directions** On Bridge Street (A58) at the junction with Market Street on corner of Ashton Street

**Accommodation** *1 Market Street:* 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.)

*1 Ashton Street:* (Not inspected but reported to be) First Floor flat, living room/kitchen, two bedrooms, bathroom

**Note** Shop may suit conversion or change of use subject to the necessary consents

**Possession** Tenanted

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

**Guide Price: £65,000**

you MUST read the notices to prospective buyers!

Lot 59



22 Quail Street, Oldham, OL4 5HD

Two bedroom end terraced 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: £40,000+**

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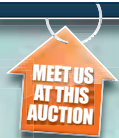
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Michael Stratton

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tel: 0844 873 1661

email: michael.stratton@auctionfinance.co.uk

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

0161 443 4740

Today's start time is 2:00pm

## Lot 60



## 79 Naseby Road, North Reddish, Stockport, SK5 6EW

Two bedroom semi detached house

**Directions** Directly off Longford Road West

**Accommodation**

<i>Ground Floor:</i>	Entrance hall, lounge, kitchen/diner
<i>First Floor:</i>	Two double bedrooms and a bathroom/wc
<i>Exterior:</i>	Gardens to the front and rear

**Note** The property has double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £65,000**



you MUST read the notices to prospective buyers!

Lot 61



## 5 & 5a The Bungalows, Nelson Street, Off Bosden Fold Road, Stockport, Cheshire, SK7 4LW

Fire damaged detached timber bungalow to be sold with No Reserve

<b>Directions</b>	The property can be found by driving down Commercial Road in Hazel Grove (off the A6) continuing along Bosden Fold Road and turning left onto Cooper Street. The building is located to the rear of the terraces on Nelson Street.
<b>Accommodation</b>	Not inspected as fire damaged. Property sits on a generous plot with a garage and driveway.
<b>Note</b>	The plot may be suitable for redevelopment subject to the necessary consents: Interested parties are advised to consult with the local planning department directly at Stockport Metropolitan Borough Council
<b>Possession</b>	Vacant
<b>Viewing</b>	External viewings only, any party entering the property does so at their own risk as the property is fire damaged and we cannot guarantee the safety of the building

**Guide Price: No Reserve**

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

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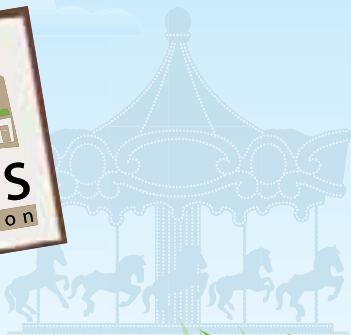
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*Notes:*

# 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:

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

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

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

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

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER

## INFORMATION

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

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

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

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

## AS 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 in in the course of registration, title is to consist of certified copies of:
- (i) the application for certification of title made to the land registry;
- (ii) the DOCUMENTS accompanying that

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

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the transfer shall so provide):  
(a) The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection: these are to be treated as within the actual knowledge of the BUYER; and  
(b) The covenant set out in Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

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

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

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

## **G5 TRANSFER**

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS  
(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if condition G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER. and  
(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER remains liable in any respect in relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the

BUYER, or by more than one TRANSFER.

## **G6 COMPLETION**

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

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

G6.3 Payment is to be made in pounds sterling and only by  
(a) direct transfer to the SELLER'S conveyancer's client account; and  
(b) the release of any deposit held by a stakeholder or agent for the SELLER.

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

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

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

## **G7 NOTICE TO COMPLETE**

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

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

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:  
(a) terminate the CONTRACT;  
(b) claim the deposit and any interest on it if held by a stakeholder;  
(c) forfeit the deposit and any interest on it;  
(d) resell the LOT; and  
(e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:  
(a) terminate the CONTRACT; and  
(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.  
**G8 IF THE CONTRACT IS BROUGHT TO AN END**

If the CONTRACT is lawfully brought to an end:  
(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to

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

## **G9 LANDLORD'S LICENCE**

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

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

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

G9.4 The SELLER must:  
(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and  
(b) enter into any authorised guarantee agreement properly required.

G9.5 The BUYER must:  
(a) promptly provide references and other relevant information; and  
(b) comply with the landlord's lawful requirements.

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

## **G10 INTEREST AND APPORTIONMENTS**

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

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum on 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 I of the Landlord and Tenant Act 1987.

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## **G19 SALE BY PRACTITIONER**

G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold  
(a) in its condition at COMPLETION;  
(b) for such title as the SELLER may have; and  
(d) with no title guarantee; and the BUYER has no right to rescind the contract or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:  
(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and  
(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

## **G20 TUPE**

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

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

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

## **G21 ENVIRONMENTAL**

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

G21.3 The BUYER agrees to indemnify the

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

## **G22 SERVICE CHARGE**

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

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

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:  
(a) service charge expenditure attributable to each TENANCY;  
(b) payments on account of service charge received from each tenant;  
(c) any amounts due from a tenant that have not yet been received;  
(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

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

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

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

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

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

## **G23 RENT REVIEWS**

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

determined.

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

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

G23.4 The SELLER must promptly:  
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and  
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

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

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

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

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

## **G24 TENANCY RENEWAL**

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

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

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

G24.4 Following COMPLETION the BUYER must:  
(a) with the co-operation of the SELLER take

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

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

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

## **G25 WARRANTIES**

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

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

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

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

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

## **G26 NO ASSIGNMENT**

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

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

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

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

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

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

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

## **G28 NOTICES AND OTHER COMMUNICATIONS**

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

G28.2 A communication may be relied on if:

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

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

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

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

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

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

## Property Services:

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

## Other Services:

0800 195 8900

Life Insurance  
Income Protection  
Pension Advice  
Will Writing  
Probate Services  
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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)

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