

# Commercial Auction

Wednesday 31st October 2012  
Registration from 12.00pm  
Auction start time 1.00pm

**0161 443 4747**



**COMMERCIAL PROPERTY AUCTIONS**

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





ROGER  
HANNAH  
& CO

COMMERCIAL PROPERTY AUCTIONS

# SUCCESS STORIES

from our September auction

6-12 Trinity Street,  
Stalybridge



Row of four terrace  
retail units

Guide price: £35,000

**Sold for £39,000**

4 Yarburgh Street,  
Whalley Range



Shop and six studio  
apartments

Guide price: £195,000

**Sold for £211,000**

The Millstone,  
Blackley



Detached two storey  
public house

Guide price: £25,000

**Sold for £62,000**

8 Ashton Road,  
Droylsden



Retail premises with  
self contained flat

Guide price £35,000

**Sold for £49,000**

Cross Street Garage,  
Sale



Vehicle repair workshop  
and premises

Guide price: £150,000

**Sold for £186,000**

67 Constable Street,  
Abbey Hey



Shop and self  
contained flat

Guide price: £45,000

**Sold for £50,000**

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# auction dates for 2012/13

## Auction

Wednesday 31st October 2012

Tuesday 11th December 2012

Wednesday 6th February 2013

Tuesday 19th March 2013

Thursday 2nd May 2013

## Closing Date

24th September 2012

5th November 2012

9th January 2013

19th February 2013

2nd April 2013

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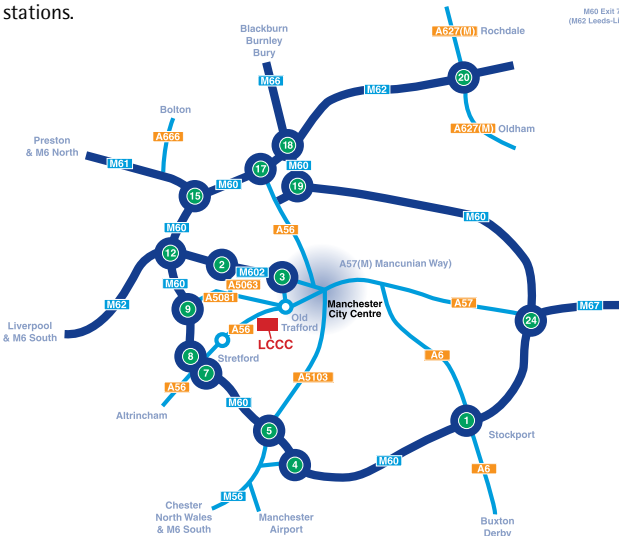
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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 bus 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 Wednesday 31st October

Sale starts at 1:00pm

1	HEYWOOD	Ashton Street, 1 Bridge Street	Vacant shop with tenanted two bedroom flat
2	GORTON	527 to 529 Hyde Road	Vacant cafe/takeaway premises on main A57
3	AUDENSHAW	49a & 49 Denton Road	End of terrace with tenanted garage premises
4	FLIXTON	Land To Rear Of 37 Alderley Road	Land with full planning for detached dwelling
5	URMSTON	Jasmine Wine Bar	Recently refurbished restaurant/wine bar
6	STRETFORD	13-15 Edge Lane	Four storey retail/office premises
7	STALYBRIDGE	2 Hanover Street	Vacant hair salon with beauty room and flat
8	SALE	The Former Bar Amp	1,449 sq m (12,367 sq ft) retail/warehousing
9	MOSTON	21 Gill Street	Vacant industrial unit
10	WITHINGTON	15 Copson Street	Tenanted ground floor retail unit
11	DENTON	111 Reddish Lane	Former bakery in prime location
12	BOLTON	72-74 Bradshawgate	Part let 3 storey property
13	GORTON	168-178 Stanley Grove	Tenanted parade of shops, maisonettes & flats
14	NEW MOSTON	451 to 453 Lightbowne Road	Pair of vacant shops and two tenanted flats
15	HEATON CHAPEL	451 Manchester Road	Shop premises with accommodation
16	DUKINFIELD	Victoria Works	Freehold factory/light industrial space
17	SALFORD	Unit 1 City Point 2	Ground floor self contained office
18	FAILSWORTH	560 - 564 Oldham Road	Portfolio of three tenanted shops
19	PRESTWICH	351 Bury Old Road	Tenanted retail investment property
20	OLDHAM	New Crown Inn Pub	Tenanted public house on busy main road
21	LONGSIGHT	43 Hemmons Road	Off licence and general store investment
22	DUKINFIELD	Land At, Sandy Lane	Commercial industrial/warehouse site
23	STRETFORD	145 Barton Road	Ground floor A2 retail/office unit
24	ECCLES	Units, 1,2,3 Shakespeare Crescent	Portfolio of three adjoining industrial units
25	OLDHAM	92-94, Yorkshire Street	Three Storey Bar Premises
26	MACCLESFIELD	Heather Close	Commercial Development Site
27	SALFORD	190 Langworthy Road	Former solicitors office with upper parts
28	ROMILEY	Gralan House	Vacant mixed use warehouse with offices
29	OLD TRAFFORD	Roberts House	Self-contained office building
30	HAZEL GROVE	49 London Road	Investment Property - Hot Food Takeaway
31	WHITEFIELD	Garages 1 to 17 Inc', Rufford Drive	Portfolio of 17 majority tenanted garages
32	OLDHAM	825 & 827 Hollins Road	Deceptively large double fronted shop/office
33	FAILSWORTH	722 Oldham Road	Tenanted retail investment with vacant flat
34	STOCKPORT	55 Wellington Road South	Vacant shop on busy A6 with flat over
35	SALFORD	195 Langworthy Road	Former Doctors surgery premises
36	ST HELENS	17-45 Dalehead Place	2 no. neighbourhood retail parades

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

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

Location	On Bridge Street (A58) at the junction with Market Street on corner of Ashton Street
Details	1 Bridge 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 I and plan). 2 Ashton Street: First Floor flat, living room/kitchen, two bedrooms, bathroom
Notes	Property is vacant and may suit conversion or change of use subject to the necessary consents
Tenure	Refer to legal pack
Possession	Vacant
Viewing	Auction Department 0161 443 4747



Today's start time is 1:00pm

Lot 2



527 to 529 Hyde Road, West  
Gorton, Manchester, M12 5FL  
Vacant cafe/takeaway premises on  
main A57

Location	On main A57 Hyde Road just off junction with A6010 on corner with Birch Lane close to Travel Lodge.
Details	<p>The cafe has been trading the reason for selling is not business related just personal circumstances: its is ready to trade and is in impeccable order throughout. Fixtures and fittings can be bought separately or negotiated for in the price prior to auction.</p> <p>Ground Floor: Seating, counter area, public WC, kitchen, rear hallway, staff WC.</p> <p>Externally: Yard to rear.</p>

Guide Price: No Reserve



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527 to 529 Hyde Road, West  
Gorton, Manchester, M12 5FL  
Vacant cafe/takeaway premises on  
main A57

Note	Fixtures and fittings can be purchased separately, car parking is allowed on the car park to the rear with Mecca Bingo.
Tenure	Refer to legal pack
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 3



## 49a & 49 Denton Road, Audenshaw, Manchester, M34 5BL

End of terrace with tenanted garage  
premises to rear, potential redevelopment site

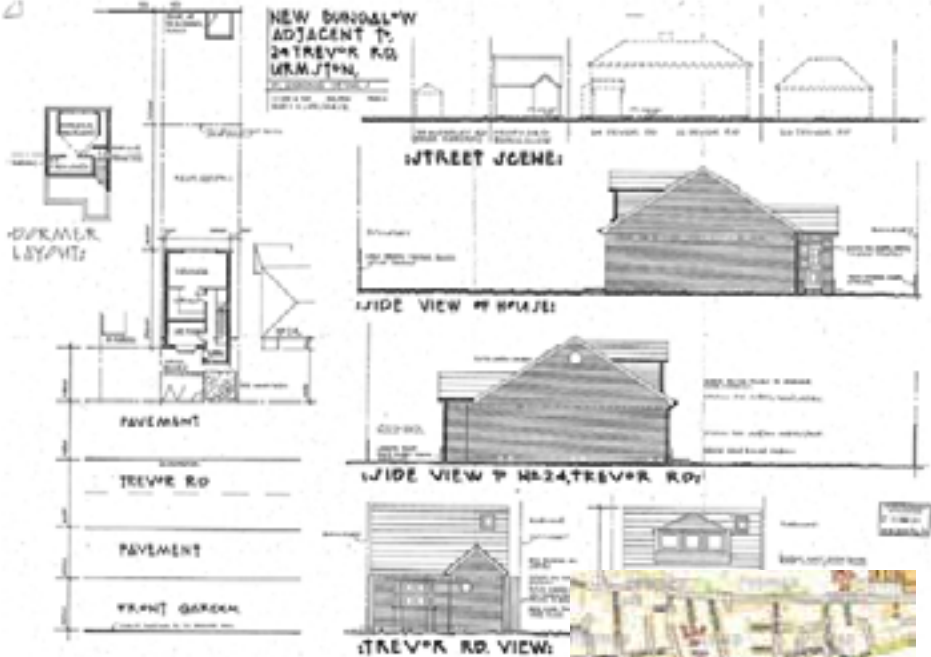
Location	On main Denton Road (A6017) close to Stamford Road/Shepley Road traffic light junction
Details	49 Denton Road: End terrace property with two rooms and kitchen on ground floor, three rooms and bathroom and first floor 49a Denton Road: Two storey detached unit currently used as garage premises, 334 sq m (3,595 sq ft) over two floors plus forecourt
Note	The garage premises are currently tenanted, we have not seen the lease but are advised it has expired: we are also advised that the tenant has failed to pay the rent for 12 months
Tenure	To be advised
Possession	Refer to legal pack
Viewing	Auction Department 0161 443 4747

Guide Price: £125,000 - £175,000



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Land To Rear Of, 37 Alderley Road,  
Flixton, Manchester, M41 5DW  
Land with full planning for detached  
dwelling



Location	Alderley Road is located off Flixton Road (B5158)
Details	Full planning permission granted for the erection of a detached dwelling house. Interested parties are advised to consult with the local planning department directly: Trafford Council, Sale Waterside, Sale, M33 7ZF Tel: 0161 912 3149 email: <a href="mailto:development.control@trafford.gov.uk">development.control@trafford.gov.uk</a> Planning ref: 76559/FULL/2011
Tenure	Refer to legal pack
Possession	Vacant
Viewing	Open site

Today's start time is 1:00pm

Lot 5



**Jasmine Wine Bar, 25-29 Station Road, Urmston, Manchester, M41 9JG**

Vacant, recently refurbished restaurant/wine bar. Approx 648 sq m (6,975 sq ft)

**Location** Fronting Station Road close to its junction with Church Road in Urmston town centre, situated within the metropolitan borough of Trafford with a population of approximately 45,000 people and lying approximately 6 miles (10km) to the south west of Manchester city centre.

**Position** A row of 3 interconnecting mid terrace traditionally constructed properties which has recently been converted to provide wine bar and functioning facilities arranged on ground and first floors with storage and ancillary combination of basement and second floor levels. The property has recently benefitted from a continuous double glazed shop front to the ground floor and internally the accommodation is mostly open plan and has been subject to full refurbishment on ground and first floor levels.

**Guide Price: £175,000**



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Jasmine Wine Bar, 25-29 Station  
Road, Urmston, Manchester,  
M41 9JG

Vacant, recently refurbished restaurant/wine bar. Approx 648 sq m  
(6,975 sq ft)

Accommodation:

Basement: 154 1,660 sq ft

Ground Floor: 162 1,745 sq ft

First Floor: 174 1,873 sq ft

Second Floor: 158 1,701 sq ft

TOTAL: 648 6,979 sq ft

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Tenure	Freehold
Viewing	Auction Department 0161 451 4747

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Today's start time is 1:00pm

Lot 6



### 13-15 Edge Lane, Stretford, Manchester, M32 8HN

Four storey retail/office premises with  
basements on busy main road circa 2,700 sq ft (250 sq m)

Location Edge Lane close to junction with Chester Road and also Metrolink Station

Position A pair of Victorian internally connected A2/Office buildings that offer accommodation over four floors plus basements.

To the rear of the property there is a car park which is leased and shared with neighbours from Trafford Metropolitan Borough Council. It is understood The purchasers will have the option of taking the assignment of this lease.

Guide Price: £90,000



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**13-15 Edge Lane, Stretford,  
Manchester, M32 8HN**

Four storey retail/office premises with  
basements on busy main road circa 2,700 sq ft (250 sq m)

Accommodation:

Ground Floor: Reception, three offices and kitchen

First Floor: Six offices and two WC's

Second Floor: Four offices

Third Floor: Three offices

Basement: Cellar chambers

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Tenure Freehold

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Possession Vacant

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Viewing Auction Department 0161 443 4747



Today's start time is 1:00pm

Lot 7



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

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

Location	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
Details	Ground Floor Shop: Salon area, wash room, kitchen and WC and treatment room. Ground Floor Flat: Kitchen First Floor Flat: Lounge, kitchen, bathroom Second Floor: Converted loft used as bedroom (regs not seen)
Note	The ground floor may also lend itself to conversion of alternative uses subject to consents

Guide Price: £50,000



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2 Hanover Street, Stalybridge,  
Cheshire, SK15 1LR

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

Tenure	Refer to legal pack
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 8



## Artistic impression of potential frontage



### The Former Bar Amp, 102 School Road, Sale, Cheshire, M33 7XB

1,449 sq m (12,367 sq ft) retail/

warehousing in prime town centre location



#### Location

The property is located off the Washway Road/Cross Street junction (A56). The premises occupy a prominent location on School Road, surrounded by a good mix of multiple/local operators including Aldi, Thomson Travel, Superdrug and British Heart Foundation, together with a new Costa Coffee at 75 School Road.

#### Details

Ground Floor: open plan retail and storage space ideal for splitting into three separate units.

First Floor: Large open plan storage may suit alternative usage such as dance hall with associated WC

Second Floor: Storage space, utility areas and associated WC's

Guide Price: £300,000 - £350,000



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## The Former Bar Amp, 102 School Road, Sale, Cheshire, M33 7XB

1,449 sq m (12,367 sq ft) retail/  
warehousing in prime town centre location

The property benefits from independent access off Wilson Street to the rear and has historically been used as a nightclub and wine bar and may suit alternative uses subject to permissions and licencing.

Planning permission granted 13 February 2012 (ref 78104/FULL/2012) for the sub-division and change of use of building to form 3 no. retail units (Class A1) at ground floor level, with offices to the floors above (Class B1)

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Possession	Vacant
Viewing	Auction Department 0161 443 4747

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Today's start time is 1:00pm

Lot 9



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

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

Location	Gill Street is located off Moston Lane
Details	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 floors including mezzanine level situated just off the main shopping area in Moston
Tenure	Refer to legal pack
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Guide Price: £70,000





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15 Copson Street, Withington,  
Manchester, M20 3HE

Tenanted ground floor retail unit in prime  
location

Location	Copson Street is located off Wilmslow Road (B5093), Withington
Details	Ground floor retail unit in busy parade. Let to St Vincent De Paul Society.
Tenure	Refer to legal pack
Possession	Tenanted
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 11



111 Reddish Lane, On The Gorton  
Border With, Denton, Manchester,  
M34 2NF

Former bakery in prime location used as sandwich shop

Location	The property is located on Reddish Lane (B6167) which is close to Laburnum Road and opposite our Edward Mellor Gorton office
Details	The property is deceptive in size offering 101.70 sq m (1,094 sq ft) of space: Shop front: Retail Zone A 27.00 sq m Rear of Shop: Retail Zone B 26.00 sq m Prep room: Ground Internal Storage 33.40 sq m Bakery room: Ground Internal Storage 11.50 sq m Rear storage: Ground Internal Storage 3.80 sq m WC: Staff Toilets Externally: Side yard

Guide Price: £70,000



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111 Reddish Lane, On The Gorton  
Border With, Denton, Manchester,  
M34 2NF

Former bakery in prime location used as sandwich shop

Total area: 101.70 sq m (1,094 sq ft)

Rateable value: £ 5,300

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Tenure Refer to legal pack

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Possession Vacant

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Viewing Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 12



## 72-74 Bradshawgate, Bolton, BL1 1QQ

Part Let 3 Storey property comprising of ground floor vacant retail/A2 premises with self contained upper floor office premises producing £16,000 PAX

**Location** Situated in a prominent trading position close to Nelson Square within the main Estate Agent / professional area in the town with many wine bars/ restaurants nearby Crompton Place Shopping Centre and host of multiple occupiers are also situated in the immediate vicinity. Bolton is a major retail and commercial centre accessed via the M61 and A666 approximate 10 miles north of Manchester City Centre.

**Description** Ground floor self contained double fronted retail/A2 unit with basement and ancillary accommodation. The upper floors provide self contained offices currently Let to Windsor Taylor Fallows Solicitors at a rent of £16,000 p.a.x for a term of 24 years from 27/03/1990 (expires 2014).

Guide Price: £250,000



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**72-74 Bradshawgate, Bolton,  
BL1 1QQ**

Part Let 3 Storey property comprising of  
ground floor vacant retail/A2 premises with self contained upper  
floor office premises producing £16,000 PAX

The ground floor is currently vacant and being marketed To Let at £27,000  
pax.

Services	All main services are connected
Business Rates	The ground floor and basement is entered into the 2010 rating list as office and premises with a rateable value of £24,250. Please note this is not the rates payable which for the year 2012/2013 is 45.2p/£
Legal Costs	Each party will be responsible for their own legal costs
Tenure	Long Leasehold
Viewing	Auction Department 0161 443 4740

Today's start time is 1:00pm

Lot 13



## 168-178 Stanley Grove, Gorton, Manchester, M18 7DH

Tenanted parade of shops, maisonettes  
and flats in residential location

Location On Stanley Grove between Stockport Road (A6) and Mount Road (B6178)

Position Parade of 6 tenanted shops on ground floor, all tenants trading

Two maisonettes to side elevations with accommodation on ground and first floors, 4 further two storey flats to first and second floors.

All properties have yards to rear and ground floor access

Historically there have been garages to the rear of the parade: refer to site plan for clarification.

Guide Price: £600,000 - £650,000



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168-178 Stanley Grove, Gorton,  
Manchester, M18 7DH

Tenanted parade of shops, maisonettes  
and flats in residential location

All tenancy agreements will be contained in the legal pack, combined monthly rent is £5,450, we have inspected every property and at time of inspection all were tenanted and trading where applicable

Tenure	Freehold site and buildings
Possession	Tenanted
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 14



451 to 453 Lightbowne Road, New Moston, Manchester, M40 0HW  
Pair of vacant shops and two self contained tenanted flats

Location	The property is located on Lightbowne Road, just off the roundabout at Hollinwood Avenue/Victoria Avenue East (A6104)
Details	Two retail units totalling circa 80 sq m on ground floor. First floor comprises two, one bedroom self-contained flats, two new leases have been drawn up on AST agreements at £350 PCM each Externally: Parking to both sides and yard areas to rear
Tenure	Refer to legal pack
Possession	Ground floors vacant, upper floor flats tenanted
Viewing	Auction Department 0161 443 4747

Guide Price: £125,000



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

Shop premises with accommodation over set over three storeys

Location	Manchester Road (A626) close to junction with Wellington Road North (A6)
Details	Ground Floor: Sales area, kitchen First Floor: Two rooms, bathroom Second Floor: room Externally: Pavement fronted, yard to rear
Note	The property's upper parts may lend themselves to conversion to residential usage subject to the necessary consents. The property has electric heating, recently installed double glazing and has been re-roofed
Tenure	Refer to legal pack
Possession	Vacant
Viewing	Auction Department 0161 443 4747



Today's start time is 1:00pm

Lot 16



**Victoria Works, Barton Road,  
Dukinfield, Cheshire, SK16 4US**  
10,600 sq ft (985 sq m) Freehold factory/  
light industrial space with crane

**Location** Victoria Works is located on Barton Road to the rear of the Village Hotel off Captain Clarke Road, off Victoria Road/Dukinfield Road (A627)

**Accommodation** Large warehouse/industrial premises with associated office space and parking:  
Main Workshop: 425 sq m (4,757 sq ft) open space with high roof and 15 tonne crane, electric shutters to front and manual rear shutters, eaves height 5.3 m rising to 11.82 m at apex.  
Reception office to front: 49 sq m (538.83 sq ft) two storey with ground floor reception, office and WC and three rooms, kitchen & WC on first floor.  
Left hand Workshop: 410 sq m (4,415 sq ft) two cranes, internal duplex storage/staff room

**Guide Price: £150,000**



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**Victoria Works, Barton Road,  
Dukinfield, Cheshire, SK16 4US**  
10,600 sq ft (985 sq m) Freehold factory/  
light industrial space with crane

Rear store: 20.59 sq m (221.69 sq ft)

Site area approximately 0.64 acres (0.26 hectares) with parking to front, yard at rear, there is vehicular access from the side of the property going all the way round with gated access to Broadway industrial estate from the rear of the plot

Rateable Value	£18,250 Per Annum
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 17



## Unit 1 City Point 2, 156 Chapel Street, Salford, Manchester, M3 6BF

### Ground Floor Self Contained Office with Parking

Location	Situated within the City Point 2 development fronting onto Chapel Street close to its junction with Trinity Way both main arterial routes into Manchester City Centre. Salford Central Station and the Lowry Hotel are both situated within 200m from the property.
Description	Ground floor self contained office/A2 unit. Internally the unit provides front office area with partitioned storage area to the rear. 1,200 Sq Ft (111.5 Sq M).
Tenure	Believed to be long Leasehold for the residue of either a 99 or a 125 year lease.
VAT	VAT is applicable on this lot
Viewing	Auction Department 0161 443 4747

Guide Price: £85,000



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560 - 564 Oldham Road,  
Failsworth, Manchester, M35 9DQ  
Portfolio of three tenanted shops with  
upper parts on busy main road

Location	Oldham Road (A62) opposite Ellesmere Street
Details	We are offering the three properties as whole which comprise three separate retail units with upper parts. Leases: The three leases are available for inspection in the legal pack with a combined income of £17,239 per annum
Tenure	Refer to legal pack
Possession	Tenanted
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 19



## 351 Bury Old Road, Prestwich, Manchester, M25 5PY

Tenanted retail investment property

Location	Bury Old Road (A665) opposite Prestwich Preparatory School and Nursery
Details	Semi-detached retail property on ground floor with upper parts Tenancy: Lease dated 19 May 2012 at £950 per calendar month for period of 12 months
Tenure	Refer to legal pack
Possession	Tenanted
Viewing	Refer to auctioneers

Guide Price: £85,000



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**New Crown Inn Pub,  
113 Huddersfield Road, Oldham,  
OL1 3NQ**

Tenanted public house on busy main road

Location	On Huddersfield Road (A62) on corner with Lower House Street
Details	Public bar with upper floor accommodation Tenancy information: The lease for the pub will be contained in the legal pack and the property produces and annual income of £14,000
Tenure	Refer to legal pack
Possession	Tenanted
Viewing	Auction Department 0161 443 4747



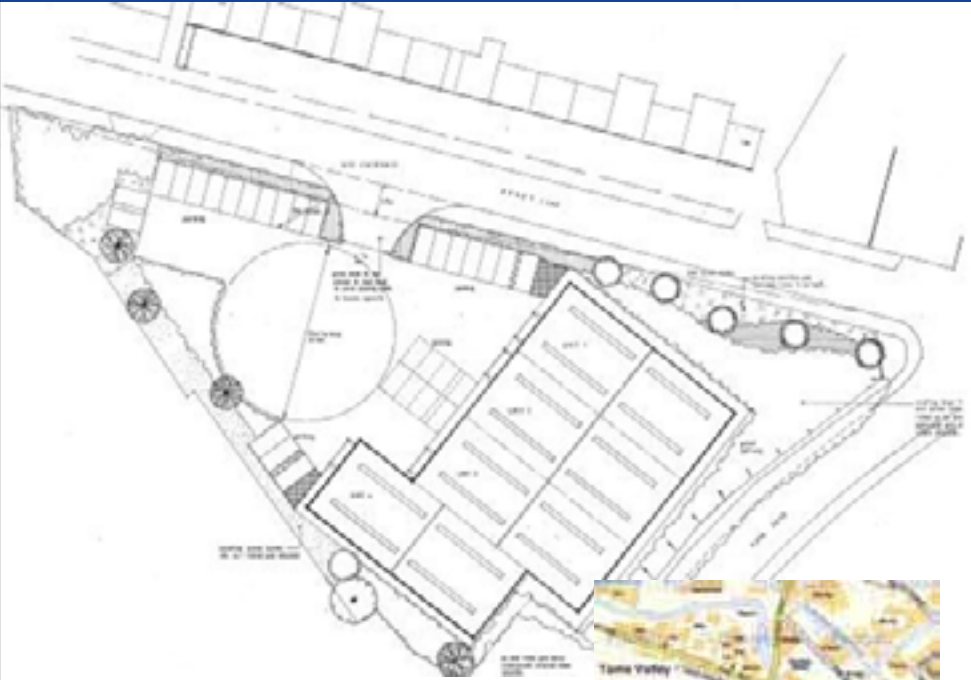
43 Hemmons Road, Longsight,  
Manchester, M12 5TW  
Off licence and general store investment

Location	Hemmons Road off Matthews Lane, on corner of Grasmere Street
Details	<p>Detached residential accommodation with attached shop which we are advised has permission for a first floor extension over the shop to create two residential units.</p> <p>The lease agreement will be available in the legal pack and we are not able to verify this at time of catalogue production.</p> <p>Please note all interested parties are advised to register pre-auction and provide proof of funds and identification or their bids may not be accepted on the auction date.</p>
Tenure	Refer to legal pack
Possession	Tenanted
Viewing	Auction Department 0161 443 4747

Guide Price: £120,000 - £140,000



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**Land At, Sandy Lane, Dukinfield,  
Tameside, SK16 5NG**  
Commercial Industrial / Warehouse  
Development Site

Location	The site is situated on Sandy Lane (B6431) at the junction with Park Road (B6445) in Dukinfield, Tameside. Dukinfield town centre is located to the West of the site with Stalybridge to the East approx 1.5 miles away. The surrounding area is a mixed use location with residential property directly opposite and industrial accommodation surrounding. The River Tame runs to the rear of the site.
Description	At present the site has planning consent (04/00123/FUL) for the construction of 4 units (each of 3,500 sq ft per unit) totalling 1,301 sq m (14,000 sq ft) together with a communal yard and the provision of 30 car parking spaces.
Tenure	Freehold.
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 23



## 145 Barton Road, Stretford, Manchester, M32 8DN

Ground floor A2 retail/office unit with  
tenanted upper floors

Location	Located on the busy Barton Road (A5181) close to traffic light junction with Urmston Lane/Kingsway (A5145) off the A56 Chester Road
Details	Ground Floor: Retail/office space with WC and basement storage A2 usage First Floor: Two offices in open plan format, kitchen/staff room and bathroom Second Floor: Two offices
Externally	Pavement fronted, yard to rear, two parking spaces to rear, further two on lease to upper floors

Guide Price: £110,000



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## 145 Barton Road, Stretford, Manchester, M32 8DN

Ground floor A2 retail/office unit with  
tenanted upper floors

Note	The first and second floors are let by way of a three year lease dated October 2010 at £7,200 per annum VIEWINGS ARE AVAILABLE IN FULL BY APPOINTMENT ONLY
Tenure	Refer to legal pack
Possession	Ground floor vacant, upper floor tenanted
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 24



**Units, 1,2,3 Shakespeare Crescent,  
Eccles, Manchester, M30 0PB**  
Portfolio of three adjoining tenanted  
industrial units

Location	The property is located off Milton Street at the traffic light junction with Liverpool Road (A57)
Details	This investment property is split into 3 separate tenanted units producing a combined income of £19,539 per annum. Lease: The tenancy information will be included in the legal pack Tenure: Refer to legal pack for further information
Possession	Tenanted
Viewing	Auction Department 0161 443 4747

Guide Price: £130,000 - £150,000



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92-94, Yorkshire Street, Oldham,  
OL1 1FR

Three Storey Bar Premises  
2,762 sq ft (256.56 sq m)

Location	Prominently situated on Yorkshire Street (B6477) part of the main Oldham nightlife circuit.
Description	Three storey bar premises briefly comprising: Main bar/lounge and dance area to the ground floor, plus further bar and lounge to the first floor with beer cellar, storage and ancillary to the second floor. The property may also suit alternative uses subject to the necessary consents being obtained. Net Internal Floor Areas as follows: Ground Floor - 884 sq ft (82.12 sq m), First Floor - 839 sq ft (77.94 sq m), Second Floor - 874 sq ft (81.20 sq m), Beer Cellar - 164 sq ft (15.30 sq m). TOTAL NIA - 2,762 sq ft (256.56 sq m)
Tenure	Believed to be Long Leasehold - please refer to legal pack.
Viewing	Auction Department 0161 443 4747





## Heather Close, Lyme Green Business Park, Macclesfield, SK11 0LR

Commercial Development Site with consent for 2no. Industrial Units  
Site Area - 0.72 acres (520 sq m / 5600 sq ft)

**Location** Situated on the 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.

**Description** 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.

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

Guide Price: £35,000

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Heather Close, Lyme Green  
Business Park, Macclesfield,  
SK11 0LR

Commercial Development Site with consent for 2no. Industrial Units  
Site Area - 0.72 acres (520 sq m / 5600 sq ft)

Tenure	Long Leasehold for a term of 125 years from January 1989 at a peppercorn rental
EPC	No EPC required
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 27



190 Langworthy Road, Salford,  
M6 5PP

Former solicitors office with upper parts

Location	Langworthy Road (A5186) next to Carl Allen furniture shop
Details	Ground Floor: Hallway, four reception rooms/offices First Floor: Three offices, kitchen and bathroom Externally: Front garden, enclosed rear yard Notes: The property has double glazing, central heating, an alarm system and electric security shutters
Tenure	Refer to legal pack
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Guide Price: £95,000



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Gralan House, Green Lane,  
Romiley, Stockport,  
Greater Manchester, SK6 3JG

Vacant mixed use warehouse with offices 9,664 square feet (897.8 Square meters)

Location	Green Lane off Stockport Road (B6104) opposite Aldi
Details	Former rail engineering training centre to be sold with vacant possession. Building size 9,664 square feet (897.8 Square meters) plus forecourt parking and small enclosed rear yard. May be suitable for division or alternative uses subject to relevant planning permission and regulations.
Tenure	Freehold
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 29



## Roberts House, 451 Chester Road, Old Trafford, Manchester, M16 9HA

Self-contained office building providing accommodation over ground, first and second floors with additional basement storage. 1956 sq ft (182 sq m)

**Location** Roberts House is located on Chester Road (A5014) to the south of the city centre close to Old Trafford Cricket and Football clubs. There are excellent transport links including motorways, bus and rail links close by.

**Description** The accommodation offers a ground floor reception and waiting room, kitchen and WC on the ground floor, the first floor offers three training room/offices and a bathroom, the second floor has two offices/training rooms and a WC and shower facility. The basement offers head height cellar storage. The accommodation is in good order throughout and has gas fired central heating, partial comfort cooling and power and data points throughout.

Guide Price: £150,000



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**Roberts House, 451 Chester Road,  
Old Trafford, Manchester, M16 9HA**

Self-contained office building providing accommodation over ground, first and second floors with additional basement storage. 1956 sq ft (182 sq m)

Externally	Garden fronted, 8 secure car parking spaces to rear, gated rear yard area
Note	There may be potential for change of use or full or partial conversion of the building for residential purposes subject to the necessary consents and permission. VAT is payable on the purchase price.
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 30



## 49 London Road, Hazel Grove, Stockport, SK7 4AW

Investment Property - Hot Food Takeaway  
with 1st Floor Former Living Accommodation

Location	Situated fronting London Road (A6) in Hazel Grove in close proximity to Sainsburys supermarket.
Description	Traditionally constructed mid terraced property comprising ground floor hot food takeaway with 1st floor former living accommodation now utilised as storage and ancillary.
Tenancy	The property is let by way of 17 year lease with effect from the 1st October 2005 incorporating rent reviews every 3rd anniversary. The 2011 rent review still being outstanding. The current passing rent being £10,440 per annum exclusive. The tenant is a Mr Maksud Ali trading as an indian takeaway.
Tenure	Believed to be Freehold - please refer to auction pack.
Viewing	Auction Department 0161 443 4747

Guide Price: £80,000 - £90,000



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## Garages No1 To 17 Inc', Rufford Drive, Whitefield, Manchester, M45 8PL

Portfolio of 17 majority tenanted garages in popular location

**Location** The garages are located off Rufford Drive off Bury New Road (A56) to the rear of a parade of shops on the right hand side

**Details** Garage numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, all individually circa 128 sq ft (12 sqm) in size

Majority of garages let at time of publication at £43.33 per month with £50 deposits.

**Note** All rental agreements will be contained in the legal pack

**Possession** Tenanted unless otherwise stated

**Viewing** Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 32



825 & 827 Hollins Road,  
Hollinwood, Oldham,  
Greater Manchester, OL8 3PP

Deceptively large double fronted shop/office premises over two floors with extension

Location Hollins Road (A6104) close to junction with Carnavon Street

---

Description 825 Hollins Road  
Ground Floor: Retail Zone A & B, 36 sq m, further retail space to rear 34.0 sq m, store, kitchen and WC's  
First Floor: Large storage space with potential for conversion for other uses  
Externally: Communal rear yard, disabled access ramp to front

827 Hollins Road  
Ground Floor: Retail Zone A 19.7 sq m, two internal storage areas, two store rooms, kitchen

Guide Price: £140,000



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825 & 827 Hollins Road,  
Hollinwood, Oldham,  
Greater Manchester, OL8 3PP

Deceptively large double fronted shop/office premises over two floors with extension

First Floor: Large open plan storage space with potential for conversion for other uses

Externally: Communal rear yard, disabled access ramp to front

Accommodation The property has electric shutters and is double glazed, has had recent refurbishment throughout and may be suited to alternative uses and redevelopment subject to the necessary consents: Interested parties are advised to consult with the local planning department directly Email: [planning@oldham.gov.uk](mailto:planning@oldham.gov.uk)

Tenure Refer to legal pack

Possession Vacant

Viewing Auction Department 0161 443 4747



Today's start time is 1:00pm

Lot 33



## 722 Oldham Road, Failsworth, Manchester, M35 9FD

Tenanted retail investment with vacant  
flat over

Location	On the pedestrian crossing on Oldham Road (A62) near to the Houghton Arms public house
Details	Ground Floor: Hairdressers premises Upper Floors: Self contained vacant flat Tenancy: The lease will be contained in the legal pack, monthly rent £400 PCM
Tenure	Refer to legal pack
Possession	Part vacant
Viewing	Auction Department 0161 443 4747

Guide Price: £70,000



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55 Wellington Road South,  
Stockport, Cheshire, SK1 3RU  
Vacant shop on busy A6 with flat over  
and cellar



Location On Wellington Road South (A6) close to McDonalds and the train station

Details Ground Floor: Hallway, zones A & B retail space, rear store rooms, kitchen area, staff WC

First Floor: Two rooms, bathroom

Basement: Cellar

Externally: small yard and rear access

The property may be suitable for residential conversion of the upper parts subject to the necessary consents

Tenure Refer to legal pack

Possession Vacant

Viewing Auction Department 0161 443 4747



**195 Langworthy Road, Salford,  
Greater Manchester, M6 5PW**  
Former Doctors surgery premises with  
rooms over three floors



Location	Langworthy Road (A516) off Eccles Old Road (A576) on corner of Amos Street in parade of shops
Position	Ground Floor: Hallway, five rooms, kitchen area, WC First Floor: Four rooms, bathroom Second Floor: two rooms Externally: Disabled access ramp to front, yard to rear.
Note	The premises have double glazing and central heating. The property may be suitable for alternative uses or conversion subject to the necessary consents: Interested parties are advised to consult with the local planning department directly:

you MUST read the notices to prospective buyers!



195 Langworthy Road, Salford,  
Greater Manchester, M6 5PW  
Former Doctors surgery premises with  
rooms over three floors

Salford Council Planning  
Address Urban Vision Partnership Ltd  
Emerson House, Albert Street, Eccles, Salford, M30 0TE  
Email [planning.contact@salford.gov.uk](mailto:planning.contact@salford.gov.uk)

Tenure	Refer to legal pack
Possession	Vacant
Viewing	Auction Department 0161 443 4747

Today's start time is 1:00pm

Lot 36



## 17-45 Dalehead Place WA11 7BA and 36-44 Longridge Avenue, St Helens, WA11 9BW

2 no. neighbourhood retail parades with living accommodation above (Longridge) and gymnasium (Dalehead Place) producing a current rental income of £34,949.52 per annum.

Location	Both situated in mainly residential areas, either side of the East Lancashire Road (A580) in the suburban areas of St Helens.
Description	Dalehead Place providing 7no. Ground floor retail units (5 of which are occupied) with gymnasium above to the two upper floors. The upper floors were previously residential living accommodation. Longridge Avenue provides 3no. Ground floor retail units with 2no. First floor flats.
Tenure	Dalehead Place is held Long Leasehold for a term of 125 years from July 1999 at a peppercorn rental. Longridge Avenue is held Long Leasehold for a term of 125 years from September 1999 at a peppercorn rental.
Viewing	Auction Department 0161 443 4747

Guide Price: £250,000



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Lot 1 EPC:



Lot 2 EPC:



Lot 3 EPC:

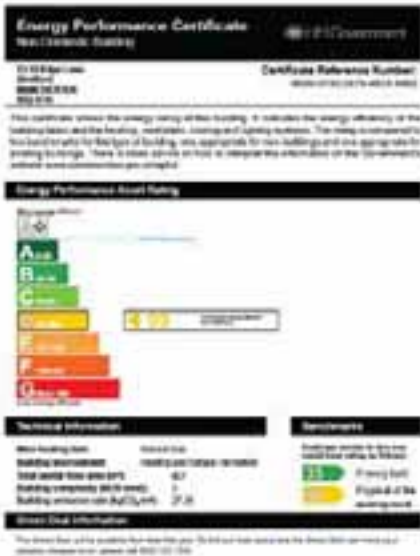


Lot 5 EPC:



# Today's start time is 1:00pm

Lot 6 EPC:



Lot 8 EPC:



Lot 7 EPC:



Lot 9 EPC:



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Lot 10 EPC:



Lot 12 EPC:



Lot 13 EPC:

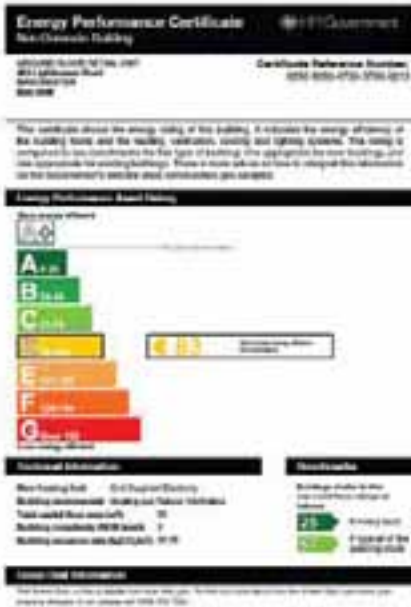


Lot 14a EPC:



# Today's start time is 1:00pm

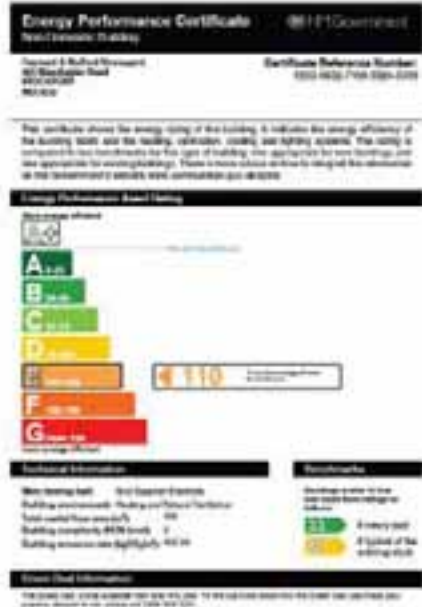
Lot 14 EPC:



Lot 16 EPC:



Lot 15 EPC:



Lot 17 EPC:

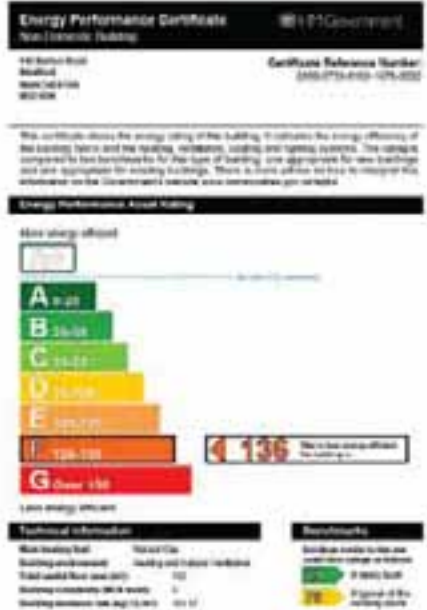


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Lot 20 EPC:



Lot 23 EPC:



Lot 24b EPC:



Lot 24c EPC:





# Today's start time is 1:00pm

Lot 24 EPC:



Lot 28 EPC:



Lot 27 EPC:



Lot 29 EPC:



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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Fax: 0161 817 3398

## **Stockport Office**

24-26 Greek Street  
Stockport  
SK8 8AB  
Tel: 0161 429 6616  
Fax: 0161 480 8351



**Residential Auction**  
Wednesday 31st October 2012  
Registration from 12.00pm  
Auction start time 1.00pm

**0161 443 4740**

EDWARD  
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**auCTION**

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

**Openwork**



# SUCCESS STORIES

from our September auction

Adamson Street,  
Burnley



Two bedroom  
terraced house

Guide price: £25,000+

**Sold for £33,000**

Printers Brow,  
Hollingworth



Semi-detached house  
with gardens

Guide price: £45,000

**Sold for £52,000**

Church Lane,  
Moston



Three bedroom  
end terrace house

Guide price: £40,000

**Sold for £64,500**

The Millstone,  
Blackley



Detached two storey  
public house

Guide price £50,000

**Sold for £62,000**

Derby Road,  
Fallowfield



Four bedroom  
detached house

Guide price: £195,000+

**Sold for £230,000**

Ashton Road,  
Droylsden



Retail premises with  
self contained flat

Guide price £35,000

**Sold for £49,000**

# auction dates for 2012/13

## Auction

Wednesday 31st October 2012

Tuesday 11th December 2012

Wednesday 6th February 2013

Tuesday 19th March 2013

Thursday 2nd May 2013

## Closing Date

24th September 2012

5th November 2012

9th January 2013

19th February 2013

2nd April 2013

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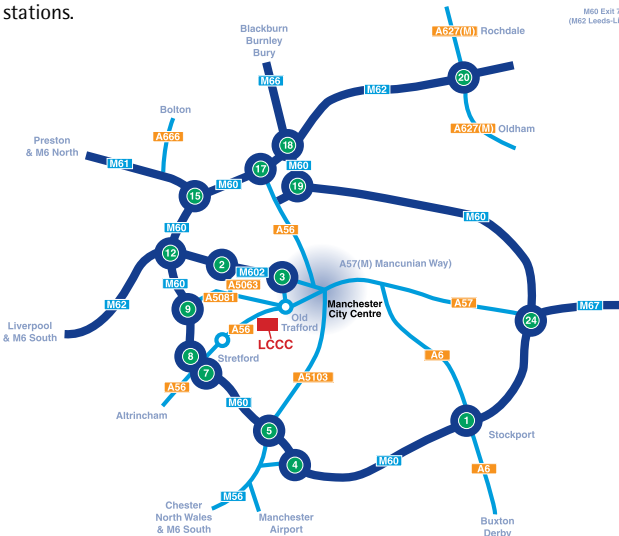
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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 bus 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 Wednesday 31st October

Sale starts at 1:00pm

37	OPENSHAW	10 Bransford Road	Three bedroom semi detached house
38	BURNLEY	7 Murray Street	Three bedroom terraced house
39	BLACKLEY	43 Grange Park Road	Three bedroom semi detached house
40	BURNLEY	62 Williams Road	Two bedroom end terraced house
41	BLACKLEY	117a Crab Lane	Two bedroom mid terrace house
42	COLNE	4b Keighley Road	Three bedroom detached bungalow
43	RUSHOLME	2 Edith Avenue	Three bedroom end terrace house
44	BURNLEY	14 Blacker Street	Two bedroom end terraced house
45	BREDBURY	42 Higher Bents Lane	Two bedroom terraced house
46	OPENSHAW	53 Harley Street	Two bedroom terraced house
47	ASHTON UNDER LYNE	12 Gorse Avenue	Three bedroom mid terrace house
48	GORTON	24 Kenyon Street	Two bedroom terraced house
49	BLACKBURN	1 Lockside	Two bedroom ground floor apartment
50	LONGSIGHT	241 Dickenson Road	Substantial semi-detached property
51	LONGSIGHT	243 Dickenson Road	Substantial semi-detached property
52	FALLOWFIELD	The Old House At Home	Pair of HMO cluster flats
53	HYDE	297 Stockport Road	Three bedroom semi-detached cottage
54	GORTON	16 Kenyon Street	Two bedroom terraced house
55	GORTON	868 Hyde Road	Large Victorian era semi detached property
56	ALTRINCHAM	Flat 1, Olivier House	Two bedroom ground floor apartment
57	BURNLEY	8 Larkhill Avenue	Three bedroom detached dormer bungalow
58	DUKINFIELD	84 Chapel Street	Two bedroom terraced house
59	BURNLEY	56 Lindsay Street	Two bedroom terraced house
60	ALTRINCHAM	32 Barrington Road	Six bedroom Victorian semi detached house
61	LONGSIGHT	19 Damien Street	Two bedroom terraced house
62	GORTON	26 Kenyon Street	Two bedroom terraced house
63	OLDHAM	829 Hollins Road	Terrace property split into two apartments
64	GORTON	1 Beard Road	Two bedroom mid terrace property
65	CRUMPSALL	169 Crescent Road	Modernised three storey end terrace
66	GORTON	10 Kenyon Street	Two bedroom terraced house
67	ECCLES	27 Hopwood Avenue	Two bedroom terraced house
68	LEVENSHULME	3 Tonbridge Road	Three bedroom terraced house
69	CRUMPSALL	145 Delaunays Road	Two bedroom terrace house
70	OPENSHAW	56 Selby Street	Three bedroom end terrace house
71	MONSALL	214 Queens Road	Two bedroom upper floor flat

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Mary and Noreen O'Connor,  
Purchasers of 42 Burleigh Road



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



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## 10 Bransford Road, Openshaw, Manchester, M11 1DN

Three bedroom semi detached house

<b>Directions</b>	Off Bendall Street, off Wheler Street, off Edge Lane	
<b>Accommodation</b>	<i>Ground Floor:</i>	Hallway, lounge, dining kitchen, Downstairs WC
	<i>First Floor:</i>	Three bedrooms, bathroom
	<i>External:</i>	Large driveway, gardens front and rear, garage
<b>Note</b>	This property will not be sold prior to auction	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	



Today's start time is 1:00pm

Lot 38

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## 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+

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Lot 39



**43 Grange Park Road, Blackley,  
Manchester, M9 7AN**

**Three bedroom semi detached house**

<b>Directions</b>	Off Charlestown Road
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, two reception rooms, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Gardens to the front and rear
<b>Note</b>	Gas central heating. 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: £45,000+**

**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.



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## 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+

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Lot 41



## 117a Crab Lane, Blackley, Manchester, M9 8ND

Two bedroom mid terrace house

**Directions** Crab Lane is off Longhurst Road off Victoria Avenue (A6104), near to Flying Horse Public House

**Accommodation**

<i>Ground Floor:</i>	Vestibule, lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Gardens to front and rear, outhouse

**Note** The property has gas central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

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Guide Price: £55,000 - £60,000

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

Three bedroom detached bungalow ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Off A56 at the junction with Market Street and Craddock Road
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, large lounge, kitchen and dining area, three bedrooms, bathroom/wc, separate wc
	<i>External:</i> Rear garden with pleasant views. Garage
<b>Note</b>	Gas central heating
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £75,000+

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Lot 43



## 2 Edith Avenue, Rusholme, Manchester, M14 7HU

Three bedroom end terrace house

**Directions** Edith Avenue is located off Broadfield Road, Claremont Road, Princess Road (A5103)

**Accommodation**

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

**Note** The property has central heating and part double glazing. To the rear of the property there is a gated communal area with picnic tables, vegetable patch and lockup building.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

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Guide Price: £53,000

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## 14 Blacker Street, Burnley, Lancashire, BB10 2AF

Two bedroom end terraced house ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Off Barden Lane which is off Colne Road (A682)
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge, kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>External:</i> Gardens to the front and rear
<b>Note</b>	Gas central heating
<b>Possession</b>	Tenanted - 29/08/10 to 26/02/11 and now holding over at £370 per month
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

Guide Price: £35,000 – £40,000

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## Lot 45



### 42 Higher Bents Lane, Bredbury, Stockport, Cheshire, SK6 2JN Two bedroom terraced house

<b>Directions</b>	Higher Bents Lane is A6017 off Stockport Road (A560)
<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. 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: £50,000+**

## Lot 46



### 53 Harley Street, Openshaw, Manchester, M11 1AT Two bedroom terraced house

<b>Directions</b>	Off Old Lane, off Louisa Street, off Ashton Old Road (A635)
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Tenanted - twelve month AST from 01/03/10 at £350 per month
<b>Viewing</b>	Viewings on this lot may be possible, please contact the auction department 0161 443 4740

**Guide Price: £42,000+**

Today's start time is 1:00pm

## Lot 47



## 12 Gorse Avenue, Ashton Under Lyne, OL5 9JT

Three bedroom mid terrace house

**Directions** Gorse Avenue is located off Moorside Road, Huddersfield Road (B6175)

### Accommodation

*Ground Floor:* Lounge, kitchen diner

*First Floor:* Three bedrooms, bathroom

*Exterior:* Garden and driveway to the front, decked garden to the rear

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

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000**

## Lot 48



## 24 Kenyon Street, Gorton, Manchester, M18 8SF

Two bedroom terraced house

**Directions** Off Vine Street, off Abbey Hey Lane

### Accommodation (not inspected)

*Ground Floor:* Lounge, dining room, kitchen

*First Floor:* Two bedrooms, bathroom

*External:* Rear yard

**Note** Gas central heating and double glazing

**Possession** Tenanted - twelve month AST from 01/02/10 at £350 per month

**Viewing** Viewings on this lot may be possible, please contact the auction department 0161 443 4740

**Guide Price: £36,000+**

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Lot 49



## 1 Lockside, Blackburn, BB2 3TA

Two bedroom ground floor apartment ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Off Infirmary Street which is directly off Bolton Road (A666)
<b>Accommodation</b>	<i>Ground Floor:</i> Communal hallway, entrance hallway, lounge, open plan to kitchen, bathroom and two bedrooms
	<i>External:</i> Allocated parking. The development overlooks the lock.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £35,000+

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Lot 50

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## 241 Dickenson Road, Longsight, Manchester, M13 0YW

Substantial semi-detached property split into five self contained flats

<b>Directions</b>	Dickenson Road A6010 close to Aycliffe Grove and Clarence Road	
<b>Accommodation</b>	<i>Ground Floor:</i>	Communal hallway
		<i>Flat 1:</i> To front, hallway, L-shaped living room, kitchen, bedroom, bathroom
		<i>Flat 2:</i> To rear, hallway, living room, dining kitchen, bedroom, bath
	<i>First Floor:</i>	Landing
		<i>Flat 3:</i> To front, hallway, L-shaped living room, kitchen, bedroom, bathroom
		<i>Flat 4:</i> To rear, hallway, living room, dining kitchen, bedroom, bathroom
	<i>Second Floor:</i>	<i>Flat 5:</i> Hallway, living room with stairs to elevated kitchen, bedroom, bathroom

Guide Price: £350,000

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**241 Dickenson Road, Longsight, Manchester, M13 0YW**  
Substantial semi-detached property split into five self contained flats

*Basement:* Four large chambers plus ancillary space  
*External:* Large plot offering car parking area to front, land to side and rear

**Note** The property is centrally heated. The property may lend itself for alternative uses such as children's day care centre, school or offices, private college, GP surgery, dentist, solicitors etc subject to the necessary planning permission: the basements may also be ideal for conversion to flats subject to consents.

**Possession** Can be vacant at completion if required, the vendor has stated that he may agree to an 8 week completion if required

**Viewing** The property can be viewed strictly by appointment with the Auction Department  
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Today's start time is 1:00pm

Lot 51

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## 243 Dickenson Road, Longsight, Manchester, M13 0YW

Substantial semi-detached property split into five self contained flats

<b>Directions</b>	Dickenson Road A6010 close to Aycliffe Grove and Clarence Grove	
<b>Accommodation</b>	<i>Ground Floor:</i>	Communal hallway
		<i>Flat 1:</i> To front, hallway, L-shaped living room, kitchen, bedroom, bathroom
		<i>Flat 2:</i> To rear, hallway, living room, dining kitchen, bedroom, bathroom
	<i>First Floor:</i>	Landing
		<i>Flat 3:</i> To front, hallway, L-shaped living room, kitchen, bedroom, bathroom
	<i>Flat 4:</i> To rear, hallway, living room, dining kitchen, bedroom, bathroom	
	<i>Second Floor:</i>	<i>Flat 5:</i> Hallway, living room with stairs to elevated kitchen, bedroom, bathroom

Guide Price: £350,000

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## 243 Dickenson Road, Longsight, Manchester, M13 0YW

Substantial semi-detached property split into five self contained flats

<i>Basement:</i>	Four large chambers plus ancillary space
<i>External:</i>	Large plot offering car parking area to front, land to side and rear

**Note** The property is centrally heated. The property may lend itself for alternative uses such as children's day care centre, school or offices, private college, GP surgery, dentist, solicitors etc subject to the necessary planning permission: the basements may also be ideal for conversion to flats subject to consents.  
ALL TENANCY AGREEMENTS WILL BE IN THE LEGAL PACK, INCOME CIRCA £24,000 PER ANNUM

**Possession** Can be vacant at completion if required, the vendor has stated that he may agree to an 8 week completion if required

**Viewing** The property can be viewed strictly by appointment with the Auction Department  
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Today's start time is 1:00pm

Lot 52

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## The Old House At Home, 74-76 Braemar Road, Fallowfield, Manchester, M14 6PG

Pair of HMO cluster flats with 9 bedrooms in total in popular location for student investment. **12 month lease: £41,820 per annum.**

**Directions** On Braemar Road off Lindleywood Road off Moseley Road (B5093) near to Fallowfield University Campus

**Accommodation** The property was converted recently into a fine multiple occupancy property for the ever popular student accommodation market serving both Manchester Universities especially the Owens Park Campus area

Accommodation comprising:

76 Braemar: Ground floor entrance, living room, well equipped dining kitchen, 5 bedrooms, two shower rooms, access on to roof terrace via kitchen, fully HMO compliant, double glazed and centrally heated

**Guide Price: £350,000 – £400,000**

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Lot 52



## The Old House At Home, 74-76 Braemar Road, Fallowfield, Manchester, M14 6PG

Pair of HMO cluster flats with 9 bedroom in total in popular location for student investment. **12 month lease: £41,820 per annum.**

74 Braemar: Ground floor: hallway, living room/kitchen/dining room, four bedrooms, bathroom, utility room, rear store access to large cellar which has potential for conversion, fully HMO compliant, double glazed and centrally heated.

Tenancies: refer to legal pack for full lease information

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**Possession**

Tenanted - 76 Braemar, 12 month AST from Feb 2012 at £2,210 PCM, 74 Braemar 12 month AST £1,275 PCM

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**Viewing**

Auction Department 0161 443 4740 by appointment only

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**Guide Price: £300,000 – £400,000**

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Lot 53

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## 297 Stockport Road, Gee Cross, Hyde, Cheshire, SK14 5RU

Three bedroom semi-detached cottage in popular location

<b>Directions</b>	The property is located on Stockport Road in Gee Cross Village near the Grapes Hotel and on the corner of Wych Fold
<b>Accommodation</b>	<i>Ground Floor:</i> Vestibule, large hallway, lounge, dining kitchen, rear lean to porch <i>First Floor:</i> Three bedrooms, bathroom <i>Second Floor:</i> Staircase to two very large loft rooms <i>Basement:</i> Three very large cellar chambers <i>External:</i> Garden to rear
<b>Note</b>	The property requires a full refurbishment programme and has incredible potential for a large possibly five bedroom property and also the conversion of the cellars or splitting into flats subject to the necessary consents.
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £80,000

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Lot 54



16 Kenyon Street, Gorton,  
Manchester, M18 8SF

Two bedroom terraced house

<b>Directions</b>	Off Vine Street, off Abbey Hey Lane
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Tenanted - six month AST from 18/09/11 at £360 per month
<b>Viewing</b>	Viewings on this lot may be possible, please contact the auction department 0161 443 4740

Guide Price: £36,000+

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Lot 55

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## 868 Hyde Road, Debdale Park, Gorton, Manchester, M18 7LH

Large Victorian era semi detached property that screams out to be converted or used as an HMO subject to permission and planning

**Directions** On the main Hyde Road (A57) opposite Debdale Park and close to junction with Reddish Lane

---

**Accommodation**

*Ground Floor:* Storm porch, entrance hallway, two large reception room, refitted kitchen, rear hallway and downstairs shower room

*First Floor:* Four bedrooms, family bathroom

*Second Floor:* Two bedrooms

*Basement:* Cellars

*External:* Garden fronted, large rear garden with parking

Guide Price: £150,000 – £200,000

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Lot 55



## 868 Hyde Road, Debdale Park, Gorton, Manchester, M18 7LH

Large Victorian era semi detached property that screams out to be converted or used as an HMO subject to permission and planning

<b>Note</b>	The property is centrally heated and double glazed and should suit HMO subject to permission and regulations
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £150,000 – £200,000

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

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Lot 56

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## Flat 1, Olivier House, Denmark Street, Altrincham, Cheshire, WA14 2WG

Two bedroom ground floor apartment

<b>Directions</b>	Denmark Street is off Lloyd Street which is off Railway Street (A538)	
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i>	Communal hall. Hall with storage cupboards and security entry-phone point, lounge, kitchen with built in oven and hob, two bedrooms - master having en-suite shower room, second bathroom
	<i>External:</i>	Well maintained communal gardens. Residents parking.
<b>Note</b>	Gas central heating and double glazing	
<b>Possession</b>	Tenanted - twelve month AST from 11/07/08 and renewed for another twelve months from 11/07/2012 at £680 per calendar month	
<b>Viewing</b>	External viewing only, the tenant must not be disturbed, however, viewings on a similar property in this development are available	

Guide Price: £120,000+

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Lot 57



## 8 Larkhill Avenue, Burnley, Lancashire, BB10 2NB

Three bedroom link detached dormer bungalow ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Off Hawthorne Avenue, which is off Ainsdale Drive, off Reedley Road off Higher Reedley Road	
<b>Accommodation</b>	<i>Ground Floor:</i>	Hall, lounge, kitchen, two bedrooms, bathroom
	<i>First Floor:</i>	Bedroom three with far reaching views
	<i>External:</i>	Large gardens to the front, side and rear. Driveway. Garage with small utility area
<b>Note</b>	Gas central heating	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

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Guide Price: £80,000+

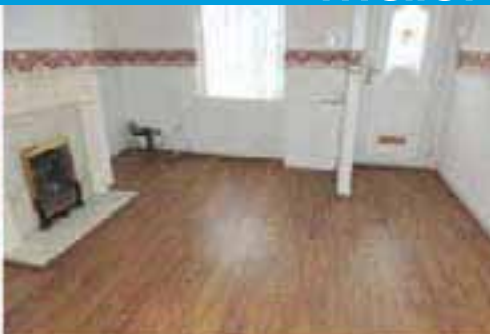
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Lot 58

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## 84 Chapel Street, Dukinfield, Cheshire, SK16 4DT

Two bedroom terraced house

<b>Directions</b>	Chapel Street runs across King Street (A627)	
<b>Accommodation</b>	<i>Ground Floor:</i>	Lounge, dining kitchen with built in oven and hob, cellar
	<i>First Floor:</i>	Two bedrooms, bathroom
	<i>External:</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+

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Lot 59



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

Two bedroom terraced house

<b>Directions</b>	Off Church Street (A682)
<b>Accommodation</b> <b>(not inspected)</b>	<i>Ground Floor:</i> Lounge, dining kitchen, utility, cellar <i>First Floor:</i> Two bedrooms, bathroom <i>External:</i> Rear yard
<b>Note</b>	Gas central heating
<b>Possession</b>	Tenanted - six month AST at £80 per week from 3/11/11
<b>Viewing</b>	External viewing only, the tenant must not be disturbed

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Guide Price: £28,000+

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Lot 60

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## 32 Barrington Road, Altrincham, Cheshire, WA14 1HJ

### Six bedroom Victorian semi detached house

#### Directions

Barrington Road runs between Woodlands Road (A560) and Manchester Road (A56) within walking distance of Altrincham Town Centre and Metrolink. To access the rear of the property, off Barrington Road, turn into Hazel Road, then right into Derby Street then right into Hart Street.

#### Accommodation

The property is ideal for a growing family or investor wishing to convert and benefits from accommodation over four floors, a good sized rear garden and retains many of its original features with cellars. We cannot stress enough the need to view this deceptively spacious accommodation, which cannot be judged from just the front elevation.

#### Ground Floor:

Entrance hall, two reception rooms, breakfast kitchen with original fireplace and oven, downstairs WC. Two cellar chambers and a wine cellar

#### First Floor:

Three good size bedrooms and two bathrooms

#### Second Floor:

Three bedrooms and a bathroom

Guide Price: £375,000

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Lot 60



## 32 Barrington Road, Altrincham, Cheshire, WA14 1HJ

### Six bedroom Victorian semi detached house

*External:*

To the rear of the property is an extremely private good sized garden which is stocked with mature shrubbery and trees. A paved area provides space for outside dining with an attractive pond area. Outside tap. An attractive rustic archway leads to a further garden area which is lawned to both sides of the pathway. The garden to either side is enclosed with timber fencing. A garage to the rear provides plenty of storage space and also has a maintenance pit. Access to a rear driveway providing off road parking space for four vehicles. Garage/office with telephone connection.

<b>Note</b>	Gas central heating
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £375,000

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Today's start time is 1:00pm

## Lot 61



### 19 Damien Street, Longsight, Manchester, M12 4GW

Two bedroom terraced house

**Directions** Off Matthews Lane, off Stockport Road (A6)

#### Accommodation

**Ground Floor:** Lounge, kitchen

**First Floor:** Two bedrooms, bathroom

**External:** Rear yard

**Note** Gas central heating and partial double glazing. Located on the border of Levenshulme with excellent transport facilities into Manchester and Stockport

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £48,000+**

## Lot 62



### 26 Kenyon Street, Gorton, Manchester, M18 8SF

Two bedroom terraced house

**Directions** Off Vine Street, off Abbey Hey Lane

#### Accommodation (not inspected)

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

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** Gas central heating and double glazing

**Possession** Tenanted - six month AST from 15/07/10 at £350 per month

**Viewing** Viewings on this lot may be possible, please contact the auction department 0161 443 4740

**Guide Price: £36,000+**

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Lot 63



## 829 Hollins Road, Oldham, OL8 3PP

Terrace property split into two self contained apartments over three floors

<b>Directions</b>	Hollins Road (A6104) close to junction with Carnavon Street
<b>Accommodation</b>	<i>Ground Floor 829a:</i> Living room, fitted kitchen, bedroom and bathroom <i>First Floor 829b:</i> Open plan living room and kitchen, bedroom, bathroom <i>Second Floor 829b:</i> Bedroom with en-suite <i>External:</i> Yard to rear
<b>Note</b>	Both flats are currently leased to long term tenants and are fitted out to a high standard, the tenancy agreements will be made available in the legal pack
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £75,000+

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Lot 64

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

Two bedroom mid terrace property

**Directions** From Edward Mellor travel along Reddish Lane turning left onto Hyde Road. Follow Hyde Road along turning left into Mount Road at the traffic lights at Gorton Train Station. Follow Mount Road along turning left into Buckley Road and then first right into Beard Road.

---

**Accommodation** *Ground Floor:* Lounge, dining kitchen  
*First Floor:* Two bedrooms, bathroom  
*External:* Small front garden, rear yard

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**Possession** Vacant

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**Viewing** Auction Department 0161 443 4740

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Guide Price: £45,000

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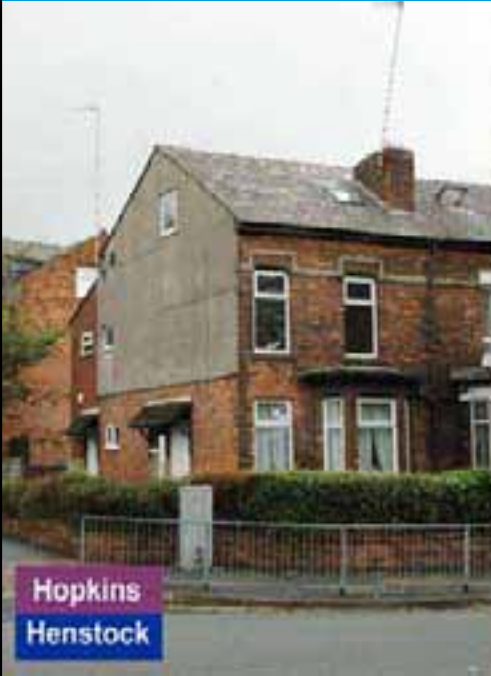
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Lot 65



## 169 Crescent Road, Manchester, M8 5UJ

Modernised three storey end terrace

<b>Directions</b>	Crescent Road at junction with Ash Tree Road
<b>Accommodation</b>	<i>Ground Floor:</i> Living room, kitchen/dining room, downstairs WC and utility room <i>First Floor:</i> Three bedrooms, bathroom <i>Second Floor:</i> Bedroom and en-suite bathroom <i>External:</i> Garden to front, rear yard and side parking
<b>Note</b>	The property is double glazed and centrally heated and may suit HMO usage subject to consents and permission
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £90,000

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Today's start time is 1:00pm

## Lot 66



### 10 Kenyon Street, Gorton, Manchester, M18 8SF

Two bedroom terraced house

<b>Directions</b>	Off Vine Street, off Abbey Hey Lane
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	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>	Tenanted - twelve month AST from 01/03/10 at £350 per month
<b>Viewing</b>	Viewings on this lot may be possible, please contact the auction department 0161 443 4740

**Guide Price: £36,000+**

## Lot 67



### 27 Hopwood Avenue, Monton, Eccles, Manchester, M30 9GQ

Two bedroom terraced house

<b>Directions</b>	Off Monton Ave, off Monton Road (B5229)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, two reception rooms, kitchen, cellar
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Gas central heating and partial double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £65,000+**

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## Lot 68



### 3 Tonbridge Road, Levenshulme, Manchester, M19 2TQ

Three bedroom terraced house

<b>Directions</b>	Off Broom Lane close to the junction with Stockport Road (A6)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Three 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 - Viewing is recommended as the improvement works are now approaching completion

**Guide Price: £60,000+**

## Lot 69



### 145 Delaunays Road, Crumpsall, Manchester, M8 4RE

Two bedroom terrace house

<b>Directions</b>	The property is located on Delaunays Road close to North Manchester General Hospital
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Lounge, dining kitchen, utility room
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Lawned front garden, rear yard
<b>Note</b>	We are informed that the property has central heating and double glazing
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £50,000**

Today's start time is 1:00pm

Lot 70

56 Selby Street, Openshaw,  
Manchester, M11 2BY

Three bedroom end terrace house



**Directions** Selby Street is located off Colliery Street, Parkhouse Street / Clayton Lane

**Accommodation (not inspected)**

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

**First Floor:** Three bedrooms, bathroom

**Note** We are informed that the property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

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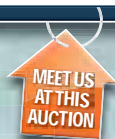
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## 214 Queens Road, Monsall, Manchester, M40 8JW

Two bedroom upper floor flat can be bought either tenanted or vacant

<b>Directions</b>	A6010 Queens Road, almost opposite junction with Monsall Street
<b>Accommodation</b>	First Floor flat comprising living room, kitchen, two bedrooms and bathroom.

Property currently tenanted but can be sold vacant.

We are awaiting sight of the lease and cannot confirm the monthly rental at this time.

<b>Note</b>	Double glazed, centrally heated
<b>Possession</b>	Vacant or Tenanted to be confirmed
<b>Viewing</b>	Auction Department 0161 443 4740

# Terms and Conditions

## for proxy and telephone bidding

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

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

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

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

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

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

10. When a prospective purchaser intends to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In such a case the auctioneer will not make any bids on behalf of the prospective purchaser.



# Proxy and Telephone Bidding

Authorisation  
Form

**Method of bidding**

(please tick one)

Proxy

Telephone

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

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

(if different)

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

Postcode \_\_\_\_\_

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

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

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

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

Telephone bidders: please tick a box (or preferred telephone number to use in the auction)

If the telephone contact is broken or cannot be established the auctioneer is authorised to continue to bid at his discretion on behalf of the telephone bidder up to the maximum bid stated on this form. If you wish the auctioneer to continue in this way please tick this box.

Date of Auction: \_\_\_\_\_ Lot Number: \_\_\_\_\_

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

Maximum Bid: \_\_\_\_\_ Amount of Deposit: \_\_\_\_\_

I enclose a cheque or bank draft for 10% of the maximum bid to be used as deposit (minimum deposit £2,000.00)

I also enclose a cheque for the Buyers Premium of 0.5% of the maximum bid (minimum £495.00).

Both cheques should be made payable to Edward Mellor Ltd.

**Solicitors**

Name & Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_ Person acting for you: \_\_\_\_\_

"I hereby instruct and authorise Edward Mellor's auctioneer to bid on my behalf for Lot No. \_\_\_\_\_ and to sign a Memorandum of Sale on my behalf, and understand that should my bid be successful the contract will be binding upon me. I have read the General and Special Conditions of Sale and the Terms and Conditions for Proxy and Telephone Bidding. I accept it is my responsibility to check for amendments to the catalogue details which may be read out by the auctioneer. I enclose a cheque or banker's draft to the value of 10% of my maximum bid and a further cheque for 0.5% of the maximum bid (min. £495.00) administration charge, both payable to Edward Mellor Ltd."

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

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# COMMON AUCTION CONDITIONS

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

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

## Introduction

The common auction conditions have three main sections:

### 1. Glossary

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

### 2. Auction Conduct Conditions

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

### 3. Conditions of Sale

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

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

These conditions are legally binding.

### Important Notice:

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

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

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

### Glossary

In the CONDITIONS wherever it makes sense:

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

### ACTUAL COMPLETION DATE

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

### ADDENDUM

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

### AGREED COMPLETION DATE

Subject to condition G9.3:

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

### APPROVED FINANCIAL INSTITUTION

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

### ARREARS

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

### ARREARS SCHEDULE

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

### AUCTION

The auction advertised in the CATALOGUE.

### AUCTION CONDUCT CONDITIONS

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

### AUCTIONEERS

The auctioneers at the AUCTION.

### BUSINESS DAY

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

### BUYER

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

### CATALOGUE

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

### COMPLETION

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

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

### CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

### CONTRACT

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

### CONTRACT DATE

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

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

### DOCUMENTS

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

### FINANCIAL CHARGE

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

### GENERAL CONDITIONS

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

### INTEREST RATE

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

### LOT

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

### OLD ARREARS

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

### PARTICULARS

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

### PRACTITIONER

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

## PRICE

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

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The AUCTIONEERS.

## YOU (AND YOUR)

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

## Auction Conduct Conditions

### A1 INTRODUCTION

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

A1.2 The CATALOGUE is issued only on the basis

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

### A.2 OUR ROLE

A2.1 As agents for each SELLER we have authority to:  
(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;  
(b) offer each LOT for sale;  
(c) sell each LOT;  
(d) receive and hold deposits;  
(e) sign each SALE MEMORANDUM;  
(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

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

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

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

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER

## INFORMATION

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

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

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

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

## 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 at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:  
(a) the BUYER is liable to pay interest; and  
(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable

by the BUYER.

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

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

## G11 ARREARS

### Part 1 Current Rent

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

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them only if details of those ARREARS are given in the SPECIAL CONDITIONS

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

### Part 2 BUYER to pay for ARREARS

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

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

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

### Part 3 BUYER not to pay for ARREARS

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

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

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

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

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

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

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

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

## G12 MANAGEMENT

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

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

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

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

## G13 RENT DEPOSITS

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

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

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

in which the BUYER covenants with the SELLER to:

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

## G14 VAT

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

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

## G15 TRANSFER AS A GOING CONCERN

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

G15.2 The SELLER confirms that the SELLER: (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that: (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group; (b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION; (c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and (d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence (a) of the BUYER'S VAT registration; (b) that the BUYER has made a VAT OPTION; and (c) that the VAT OPTION has been notified in writing to HM Revenue & Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, GENERAL CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to: (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and (b) collect the rents payable under the TENANCIES and charge VAT on them.

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

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

## **G16 CAPITAL ALLOWANCES**

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

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

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

G16.4 The SELLER and BUYER agree:  
(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and  
(b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & Customs for the purposes of their respective capital allowance computations.

## **G17 MAINTENANCE AGREEMENTS**

G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.

## **G18 LANDLORD AND TENANT ACT 1987**

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.

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

## **G19 SALE BY PRACTITIONER**

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

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

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

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

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

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

## **G20 TUPE**

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

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

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

## **G21 ENVIRONMENTAL**

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

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

G21.3 The BUYER agrees to indemnify the

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

## **G22 SERVICE CHARGE**

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

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

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

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

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

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

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

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

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

## **G23 RENT REVIEWS**

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

determined.

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

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

G23.4 The SELLER must promptly:

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

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

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

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

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

## **G24 TENANCY RENEWAL**

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

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

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

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

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

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

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

## **G25 WARRANTIES**

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

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

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

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

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

## **G26 NO ASSIGNMENT**

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

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

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

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

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

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

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

## **G28 NOTICES AND OTHER COMMUNICATIONS**

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

G28.2 A communication may be relied on if:

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

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

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

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

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

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

Notes:



# END OF RESIDENTIAL LISTINGS

## 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:

Life Insurance	0800 195 8900
Income Protection	
Pension Advice	
Will Writing	
Probate Services	
Conveyancing	

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