

**Residential Auction**  
**Wednesday 6th February 2013**  
**Registration from 1.00pm**  
**Auction start time 2.00pm**

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

**0161 443 4740**

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

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**auCTION**

65-81 St Petersgate, Stockport, Cheshire, SK1 1DS

**Openwork**



from our last auction

Hyde Road,  
Gorton



Terraced property  
in two flats

Guide price: £10,000

**Sold for £72,000**

Wardle Close,  
Stretford



One bedroom ground  
floor flat

Guide price: £25,000+

**Sold for £46,000**

Argyle Street,  
Gorton



Three bedroom  
end terrace house

Guide price: £28,000+

**Sold for £43,000**

Santon Avenue,  
Fallowfield



Three bedroom  
semi detached house

Guide price £100,000+

**Sold for £125,000**

William Road,  
Blackley



Two bedroom  
terraced house

Guide price: £25,000+

**Sold for £38,000**

Holmfirth Street,  
Longsight



Two bedroom  
mid terrace property

Guide price £55,000+

**Sold for £66,000**

# auction dates for 2013

## Auction

Wednesday 6th February 2013

Tuesday 19th March 2013

Wednesday 1st May 2013

Wednesday 12th June 2013

Tuesday 23rd July 2013

## Closing Date

9th January 2013

19th February 2013

2nd April 2013

14th May 2013

25th June 2013

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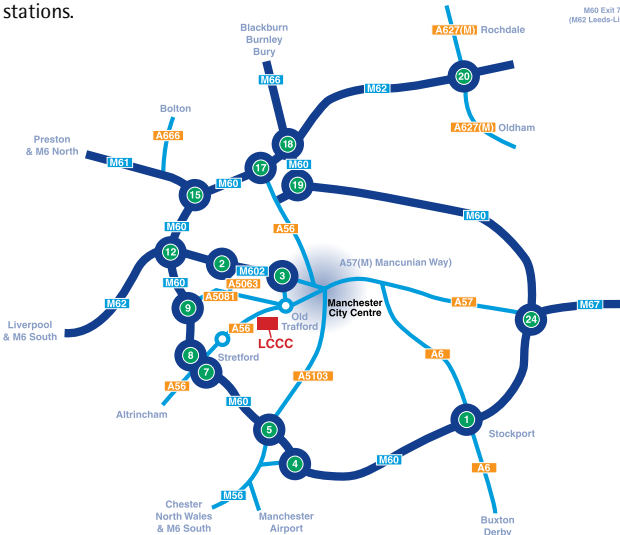
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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 buses services operate between Manchester and Sale/Altrincham, stopping at or near to the Cricket Club

# notices to prospective buyers

1. These particulars are intended to give a brief description of the properties included in this auction. Appointments to view can be arranged via the Edward Mellor office specified. Prospective purchasers will be deemed to have inspected the property they are interested in before bidding.

**Where the details state "External viewings only" there will be no access provided to the property either pre auction or between the auction and the completion date. We would recommend that lots which cannot be inspected, whatever the reason, might be unsuitable for buyers who do not regularly deal in such properties, as there is always the risk that they might not be exactly as described.**

Access to the roof void, cellars and other hard to reach areas, whether or not there are ladders/steps present does not form part of the normal viewing process. Prospective buyers are advised to engage a surveyor to carry out these inspections. However, should the buyer wish to carry out these inspections then they do so entirely at their own risk, and accept full responsibility for any damage caused, and may be asked to sign a disclaimer.

2. The Auctioneers have not tested any apparatus, equipment, fittings or services so cannot verify that they are in working order. The buyer is advised to obtain his own verification. Any plans or photographs published are for the convenience of prospective purchasers and do not form part of any contract. Any items shown in the photographs are not necessarily included. No representation or warranty is made in respect of the structure of the property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be undertaken by a professionally qualified person prior to bidding. Reproduction of maps should not be assumed to be to any specific scale: boundaries and all area calculations should be assumed to be approximate.

Purchasers who require finance in order to buy should ensure that they have an unconditional offer from their lender before signing any contract.

3. The properties included in this catalogue are all to be offered for sale by Public Auction unless previously sold by private treaty. In order to prevent a wasted journey we advise that you should check the availability of properties with the Auction Department on sale day. Pre-auction offers will only be considered once they have been received **IN WRITING** by the Auction Department. They are then conveyed to the vendor in writing, and you will only be notified if the offer is acceptable. Should you not hear from us, it is safe to assume that your offer was rejected and the property is still going to auction. All pre-auction offers will be assumed to be your best and final offer and no guarantee can be given that you will be invited to increase your bid in the event of an alternative acceptable offer being received prior to exchange.

4. All properties are offered subject to the Common Auction Conditions, extra and special conditions, or by an addendum. You can find the Common Auction Conditions at the back of the Edward Mellor residential section of catalogue. The extra and special conditions, along with addendum, are available for inspection online 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. 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 Telephone or Proxy. Forms may be found in the catalogue and these should be completed and returned with cheques to the Auctioneers before 5pm the day before the sale.

8. The Auctioneers reserve the right to amend the lotting order at any time prior to the sale.

9. If there are any Addendum 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,

telephone number and your solicitor's details. 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.

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 6th February

Sale starts at 2:00pm

29	CONGLETON	10 South Bank Grove	Three bedroom terraced property
30	CHEADLE	27 Parsonage Way	Two bedroom terraced property
31	DARWEN	27 Sarah Street	Two bedroom terraced property
32	URMSTON	9 Lostock Avenue	Three bedroom terraced property
33	HARPURHEY	10 Derville Walk	Two bedroom end mews property
34	NELSON	5 Timber Street	Three bedroom end terraced property
35	BURNLEY	72 Milton Street	Two bedroom terraced property
36	SALE	85 Roebuck Lane	One bedroom terraced property
37	ABBAY HEY	17 Peterborough Street	Three bedroom terrace property
38	BOWDON	Flat 4 Summerlee	Four bedroom penthouse apartment
39	OLDHAM	7 Limeside Road	Two bedroom end terrace property
40	OLDHAM	9 Limeside Road	Two bedroom terrace property
41	WITHDRAWN		
42	BLACKBURN	91 Oban Drive	Two bedroom terraced property
43	MOSTON	1 Scarborough Street	Two bedroom end terraced property
44	OLDHAM	13 Limeside Road	Two bedroom terrace property
45	OLDHAM	15 Limeside Road	Two bedroom terrace property
46	IRLAM	129a Liverpool Road	Three bedroom semi detached property
47	NELSON	132 Smith Street	Two bedroom terraced property
48	MOSTON	34 Whitecar Avenue	Two bedroom terraced property
49	BURNLEY	16 Ford Street	Two bedroom terraced property
50	OLDHAM	17 Limeside Road	Two bedroom terrace property
51	OLDHAM	19 Limeside Road	Two bedroom terrace property
52	OLDHAM	60 Wildmoor Avenue	Three bedroom quasi property
53	ASHTON-UNDER-LYNE	17 Egerton Street	Two bedroom terrace property
54	BURNAGE	38 Arbor Avenue	Three bedroom quasi semi-detached
55	OLDHAM	21 Limeside Road	Two bedroom terrace property
56	BURNAGE	260 Errwood Road	Three bedroom semi detached property
57	ABBAY HEY	17 Madison Street	Two bedroom terrace property
58	DROYLSDEN	258 Fairfield Road	Two bedroom end terraced property
59	GLOSSOP	10 Woolley Bridge Road	Three bedroom detached property
60	CRUMPSALL	11 Haversham Court	Two bedroom second floor apartment
61	CHEETHAM HILL	58 Venture Scout Way	Three bedroom semi detached property
62	GORTON	1 Balmoral Street	Two bedroom end terrace property
63	ECCLES	Regents Court, Flat 30	Two bedroom first floor flat
64	OLDHAM	721 Hollins Road	Two bedroom end terrace property
65	OLDHAM	723 Hollins Road	Two bedroom terrace property
66	GORTON	7 Hurford Avenue	Three bedroom semi detached property
67	DROYLSDEN	55 Briarwood Avenue	Three bedroom property
68	ASHTON-UNDER-LYNE	28 Hindley Street	Two bedroom end terrace property
69	ASHTON-UNDER-LYNE	11 Timperley Road	Three bedroom semi-detached property

# Order of sale for Wednesday 6th February

Sale starts at 2:00pm

70	WHALLEY RANGE	Royston Court	Block of 20 No two bedroom apartments
71	STALYBRIDGE	6 Oak Tree Crescent	Two bedroom semi detached bungalow
72	RADCLIFFE	229 Ainsworth Road	End terrace property converted into two flats
73	OLDHAM	725 Hollins Road	Two bedroom terrace property
74	OLDHAM	727 Hollins Road	Two bedroom terrace property
75	LEVENSHULME	17 Cromwell Grove	Three bedroom end terrace property
76	OLDHAM	98 Raper Street	Two bedroom terraced property
77	ASHTON-UNDER-LYNE	299 Whiteacre Road	Two bedroom terrace property
78	BLACKPOOL	21 Saville Road	Bay fronted terrace property
79	ROCHDALE	1 Bates Close	Two bedroom detached bungalow
80	WIGAN	116 Belle Green Lane	End terrace property converted into two flats
81	HYDE	8 Brighton Grove	Two bedroom terrace property
82	CRUMPSALL	4 Maldwyn Avenue	Three bedroom semi detached property

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PETER ROBINSON  
PROPERTY LAWYER

Specialist in  
**AuctionConveyancing**

Contact – **Peter Robinson**

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We felt compelled to write to you to thank your auction department for the excellent service we received from your team in helping us to purchase our first home.

As first time buyers we have never considered auction properties and had been making serious offers on possible homes since December 2011. Each time we were 'gazumped' by the home owner accepting higher offers after having originally accepted our offer on their house.

We had been to so many estate agents but they couldn't help us any further, and it was at this point that we were introduced to the Edward Mellor team.

I originally inquired about a house that we thought we couldn't afford after the auction date to see if it was still available. We had decided that this was the final property we would try to purchase and if it didn't happen we would give up, as we had already viewed nearly 50 homes since December 2011.

Although our offer was thankfully accepted, I feel we would still be writing this letter even if our offer had not on the strength of the service Andy and the team provided. I had so many questions and he was really helpful at finding the answers and reassuring us at each stage in the process.

We cannot recommend the auction team - especially Andy enough. We were so taken aback because although we expect estate agents to be business savvy and professional, we never met staff before who also seemed to really care and understand our needs.

Best wishes,

Musmirah Shahzada and Muhammad Irfan (and our children Mukees - 3 yrs and Yasaal - 19 months)





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

## Lot 29



### 10 South Bank Grove, Congleton, Cheshire, CW12 3DU

Three bedroom terraced house

**Directions** Off Nursery Lane, off Bromley Road, off Park Lane (A527)

#### Accommodation

**Ground Floor:** Hall, lounge, kitchen area

**First Floor:** Three bedrooms, bathroom

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

**EPC Rating** F

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £28,000 +**

## Lot 30



### 27 Parsonage Way, Cheadle, Cheshire, SK8 2JS

Two bedroom terraced house

**Directions** Off Priory Road, off Adshall Road, off Councillor Lane

#### Accommodation (not inspected)

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

**First Floor:** Two bedrooms, bathroom

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

**Note** Electric heating and double glazing

**EPC Rating** EPC on order

**Possession** Tenanted - please refer to the legal pack for more information however we are advised that the tenant has been in situ since October 2006

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

**Guide Price: £65,000+**

Today's start time is 2:00pm

Lot 31

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## 27 Sarah Street, Darwen, Lancashire, BB3 3ET

Two bedroom terraced house ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Off Sudellside Street, off Sudell Road, off Bolton Road (A666)	
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i>	Lounge, dining kitchen
	<i>First Floor:</i>	Two bedrooms, bathroom, loft room which has been previously used as a bedroom
	<i>External:</i>	Rear yard
<b>EPC Rating</b>	E	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £15,000+

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## Lot 32



### 9 Lostock Avenue, Urmston, Manchester, M41 5RL

Three bedroom terraced property

**Directions** Off Malvern Avenue which runs between Moorside Road and Bowfell Road

#### Accommodation (not inspected)

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

**First Floor:** Three bedrooms

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

**Note** Double glazing

**EPC Rating** EPC on order

**Possession** Tenanted - periodic AST tenancy from 20/03/07 at £433.33 per month

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

**Guide Price: £70,000+**

## Lot 33



### 10 Derville Walk, Harpurhey, Manchester, M9 4XF

Two bedroom end mews house

**Directions** Derville Walk is located off Alderside Road, Factory Lane, Rochdale Road A664

#### Accommodation (not inspected)

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom with separate WC

**Exterior:** Small garden to the front, rear garden with parking

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

**EPC Rating** EPC on order

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000+**

Today's start time is 2:00pm

Lot 34

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

Three bedroom end terraced house ON BEHALF OF LPA RECEIVERS

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

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

**EPC Rating** E

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Guide Price: £15,000+

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Lot 35



## 72 Milton Street, Padiham, Burnley, Lancashire, BB12 8RJ

Two bedroom terraced house ON BEHALF OF LPA RECEIVERS

<b>Directions</b>	Directly off Burnley Road (A671)
<b>Accommodation</b> <b>(not inspected)</b>	<i>Ground Floor:</i> Lounge, dining room, small kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>External:</i> Rear yard
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £22,000+

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Lot 36

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## 85 Roebuck Lane, Sale, Cheshire, M33 7SZ

One bedroom terraced property with bulkhead study

<b>Directions</b>	Directly off Washway Road (A56) near Marsland Road
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance porch, lounge, kitchen <i>First Floor:</i> Bedroom, study, bathroom <i>External:</i> Rear yard
<b>Note</b>	Partial double glazing. Extremely attractive location close to the canal.
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £90,000

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Lot 37



## 17 Peterborough Street, Abbey Hey, Manchester, M18 8TF

Three bedroom terrace property

**Directions** Peterborough Street is off Butman Street close to junction with Abbey Hey Lane

**Accommodation** *Ground Floor:* Lounge/dining room, kitchen, bathroom

*First Floor:* Three bedrooms

*External:* Pavement fronted, yard to rear

**Note** The property requires refurbishment

**EPC Rating** F

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

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Guide Price: £30,000 – £35,000

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Lot 38

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## Flat 4 Summerlee, 4 Heald Road, Bowdon, Altrincham, Cheshire, WA14 2JD

Four bedroom penthouse apartment BY ORDER OF GRAINGER RAMP (GRAINGER PLC) ACTING AS PORTFOLIO MANAGING AGENTS ON THE INSTRUCTION OF F.L. TAYLOR AND C.P. DEMPSTER JOINT FIXED CHARGE RECEIVERS FOR THE PROPERTY

<b>Directions</b>	Off Stamford Road, off Ashley Road (B5163)	
<b>Accommodation</b>	<i>Ground Floor:</i>	Access to the apartment is at the rear via communal hall and stairs
	<i>First Floor:</i>	The apartment comprises: large hall, lounge, split level dining kitchen with built in oven and hob, four bedrooms, fully tiled shower room
	<i>External:</i>	Communal gardens and parking
<b>Note</b>	Gas central heating and double glazing	
<b>EPC Rating</b>	EPC on order	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £200,000

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## Lot 39



### 7 Limeside Road, Hollinwood, Oldham, OL8 3SX

Two bedroom end terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Limeside Road is off Hollins Road (A6104) near to Chapel Road and Aldi

#### Accommodation

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, yard to rear

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

**EPC Rating** E

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000 – £40,000**

## Lot 40



### 9 Limeside Road, Hollinwood, Oldham, OL8 3SX

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Limeside Road is off Hollins Road (A6104) near to Chapel Road and Aldi

#### Accommodation

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Two bedrooms, bathroom

*External:* Pavement fronted, yard to rear

**Note** The property has double glazing and central heating and is let by an AST at £325 PCM, details will follow in legal pack

**EPC Rating** EPC on order

**Possession** Tenanted

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

**Guide Price: £35,000 – £40,000**

Today's start time is 2:00pm

Lot 41

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**21 Milford Street, Salford, M6 5GG**  
Four bedroom terraced house

<b>Directions</b>	Off Liverpool Street, which is off Langworthy Road (A5186)
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance hall, two separate reception rooms - one currently being used as bedroom five, kitchen <i>First Floor:</i> Three bedrooms, bathroom, separate wc <i>Second Floor:</i> Bedroom four <i>External:</i> Rear yard
<b>Note</b>	Gas central heating and double glazing. The property is compliant to HMO standards
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - one year AST from 10.8.12 at £800 per month
<b>Viewing</b>	External viewing only - the tenants must not be disturbed

Guide Price: £60,000

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Lot 42



## 91 Oban Drive, Blackburn, BB1 2JE

Two bedroom terraced property ON BEHALF OF LPA RECEIVERS

**Directions** Off Shadsworth Road (B6130) which is off Haslingdon Road (A6077)

**Accommodation** *Ground Floor:* Lounge, kitchen

**(not inspected)** *First Floor:* Two bedrooms, bathroom

*External:* Gardens to the front and rear. Driveway.

**Note** Gas central heating and double glazing

**EPC Rating** E

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

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Guide Price: £35,000

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Today's start time is 2:00pm

Lot 43

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## 1 Scarborough Street, Moston, Manchester, M40 9JT

Two bedroom end terraced property

<b>Directions</b>	Directly off Moston Lane
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance vestibule, two reception rooms, kitchen <i>First Floor:</i> Two bedrooms, study/boiler room, bathroom/wc <i>External:</i> Rear yard
<b>Note</b>	Gas central heating and double glazing. Photographs taken prior to commencement of tenancy.
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - six month AST from 21/06/12 at £490 per calendar month
<b>Viewing</b>	External viewing only - the tenant must not be disturbed. Post-auction, access for a survey can be allowed by appointment with the auctioneers.

Guide Price: £48,000+

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## Lot 44



### 13 Limeside Road, Hollinwood, Oldham, OL8 3SX

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Limeside Road is off Hollins Road (A6104) near to Chapel Road and Aldi

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

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

**EPC Rating** E

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000 – £40,000**

## Lot 45



### 15 Limeside Road, Hollinwood, Oldham, OL8 3SX

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Limeside Road is off Hollins Road (A6104) near to Chapel Road and Aldi

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

**Note** The property has double glazing and central heating and is let by an AST at £325 PCM, details will follow in legal pack

**EPC Rating** D

**Possession** Tenanted

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

**Guide Price: £35,000 – £40,000**



Today's start time is 2:00pm

Lot 46

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

Three bedroom semi detached house

<b>Directions</b>	Liverpool Road is located on the main road B5320 near to the corner of Ferryhill Road, opposite the shops.
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, lounge, dining kitchen <i>First Floor:</i> Three bedrooms, bathroom <i>External:</i> Driveway and gardens to the front and rear
<b>Note</b>	The property has central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted on a twelve month AST from 02/11/12 at £525 per calendar month
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £55,000

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Lot 47



132 Smith Street, Nelson,  
Lancashire, BB9 9HL

Two bedroom terraced property

**Directions** Smith Street is a residential side street which connects Hallam Road with Barkerhouse Road

**Accommodation**

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

**First Floor:** Two bedrooms, bathroom

**External:** Rear yard

**EPC Rating** EPC on order

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

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

**Guide Price: £20,000 - £25,000**

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Today's start time is 2:00pm

## Lot 48



### 34 Whitecar Avenue, Moston, Manchester, M40 3GW

Two bedroom terraced property

<b>Directions</b>	Off Nuthurst Road, off Broadway (A663) near Nuthurst Park
<b>Accommodation</b>	
<i>Ground Floor:</i>	Entrance hall, two reception rooms, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Rear yard
<b>Note</b>	Partial double glazing. The vendor of this property is a director of Edward Mellor Ltd
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £45,000+**

## Lot 49



### 16 Ford Street, Burnley, Lancashire, BB10 1RJ

Two bedroom terraced property

<b>Directions</b>	Runs between Colne Road (A682) and Briercliffe Road
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Rear yard
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £14,000+**



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## Lot 50



### 17 Limeside Road, Hollinwood, Oldham, OL8 3SX

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Limeside Road is off Hollins Road (A6104) near to Chapel Road and Aldi

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

**Note** The property has double glazing and central heating and is let by virtue of an AST at £325 PCM, details will follow in legal pack

**EPC Rating** E

**Possession** Tenanted

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

**Guide Price: £35,000 – £40,000**

## Lot 51



### 19 Limeside Road, Hollinwood, Oldham, OL8 3SX

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Limeside Road is off Hollins Road (A6104) near to Chapel Road and Aldi

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

**Note** The property has double glazing and central heating and is let by an AST at £325 PCM, details will follow in legal pack

**EPC Rating** E

**Possession** Tenanted

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

**Guide Price: £35,000 – £40,000**

Today's start time is 2:00pm

## Lot 52



### 60 Wildmoor Avenue, Holts, Oldham, OL4 5NX

Three bedroom mid-quasi property

<b>Directions</b>	Off Lees New Road
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, through lounge, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Garden to the rear. Off road parking
<b>Note</b>	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd.
<b>EPC Rating</b>	EPC on order
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £35,000+**

## Lot 53



### 17 Egerton Street, Ashton-under-lyne, Lancashire, OL6 9NY

Two bedroom terrace house

<b>Directions</b>	Egerton Street is located off Whiteacre Road, Penny Meadow A670
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Kitchen, reception room
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	The property has double glazing and central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £40,000**

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Lot 54



## 38 Arbor Avenue, Burnage, Manchester, M19 1EY

Three bedroom quasi semi-detached

**Directions** Arbor Avenue is located left off Errwood Road (if heading toward Manchester) close to the junction with Crossley Road

**Accommodation** *Ground Floor:* Vestibule, lounge, dining kitchen, boiler room, downstairs WC and utility porch (suitable for conversion for other purposes)

*First Floor:* Three bedrooms, bathroom (without WC)

*External:* The property is on a corner plot with gardens to three sides and off road parking

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

**EPC Rating** D

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

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Guide Price: £90,000 – £100,000

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## Lot 55



### 21 Limeside Road, Hollinwood, Oldham, OL8 3SX

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Limeside Road is off Hollins Road (A6104) near to Chapel Road and Aldi

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

**Note** The property has double glazing and central heating and is let by virtue of an AST at £282 PCM, details will follow in legal pack

**EPC Rating** E

**Possession** Tenanted

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

**Guide Price: £35,000 – £40,000**

## Lot 56



### 260 Errwood Road, Burnage, Manchester, M19 1HY

Three bedroom semi detached house

**Directions** From Kingsway (A34) turn into Green End Road, bear right into Burnage Lane, at the roundabout turn left into Errwood Road.

#### Accommodation

**Ground Floor:** Entrance hall, kitchen, rear entrance hall, WC, two reception rooms

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

**Exterior:** Gardens to the front and rear. Potential for off road parking.

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

**EPC Rating** D

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £85,000+**

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## Lot 57



### 17 Madison Street, Abbey Hey, Manchester, M18 8SE

Two bedroom terrace house

<b>Directions</b>	Madison Street is located off Vine Street, Abbey Hey Lane
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £37,000**

## Lot 58



### 258 Fairfield Road, Droylsden, Manchester, M43 6AN

Two bedroom end terraced property

<b>Directions</b>	Off Ashton Old Road (A635)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, two reception rooms, kitchen
<i>First Floor:</i>	Two bedrooms, study, storeroom, shower room
<i>Exterior:</i>	Rear yard. Garage.
<b>Note</b>	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd.
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £55,000+**



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Lot 59

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## 10 Woolley Bridge Road, Hadfield, Glossop, Derbyshire, SK13 1PZ

Tenanted three bedroom detached house

<b>Directions</b>	Woolley Bridge Road can be accessed from Woolley Lane (A57) and the property lies at its junction with Hadfield Road	
<b>Accommodation</b>	<i>Ground Floor:</i>	Hall, cloakroom/ wc, lounge, dining/ kitchen
	<i>First Floor:</i>	Three bedrooms, bathroom
	<i>External:</i>	Paved gardens to the side and rear providing parking
<b>Note</b>	Gas central heating and double glazing	
<b>EPC Rating</b>	C	
<b>Possession</b>	Tenanted please refer to the legal pack for more information	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £120,000 - £130,000

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## 11 Haversham Court, 91 Middleton Road, Crumpsall, Manchester, M8 4JY

Two bedroom second floor apartment

<b>Directions</b>	On A576 between Edilom Road and Brooklands Road
<b>Accommodation</b>	<i>Ground Floor:</i> Communal hall, lift <i>First Floor:</i> Flat - hall, lounge, modern kitchen, two bedrooms, wet-room <i>External:</i> Communal gardens. We understand that a garage is included however prospective purchasers must check the legal pack for confirmation
<b>Note</b>	Electric heating
<b>EPC Rating</b>	EPC on order
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Today's start time is 2:00pm

## Lot 61



### 58 Venture Scout Way, Cheetham Hill, Manchester, M8 8SY

Three bedroom semi detached property

<b>Directions</b>	Off Marlborough Road (A6010)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Entrance porch, cloakroom/wc, lounge, dining kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>External:</i>	Gardens to the front and rear, parking space to rear.
<b>Note</b>	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd.
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £75,000+**

## Lot 62



### 1 Balmoral Street, Gorton, Manchester, M18 7BT

Two bedroom end terrace

<b>Directions</b>	Balmoral Street is located off Mount Road B6178, Hyde Road A57
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, kitchen, bathroom
<i>First Floor:</i>	Two bedrooms
<i>Exterior:</i>	Rear yard
<b>Note</b>	The property has central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £40,000**



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Lot 63



## Regents Court, Flat 30, Verdant Lane, Eccles, Manchester, M30 7QA

### Two bedroom first floor flat

<b>Directions</b>	The Property is located off the M60 (J11) by turning onto Brookhouse Avenue off Liverpool Road and turning first left along Verdant Lane flanking Peel Green Cemetery	
<b>Accommodation</b>	<i>First Floor:</i>	Hallway, open plan living accommodation with fitted kitchen, two bedrooms, en-suite to master bedroom, bathroom
	<i>External:</i>	Electric security gates leading to parking, communal landscaped areas
<b>Note</b>	The property is double glazed and centrally heated	
<b>EPC Rating</b>	B	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

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Guide Price: £45,000

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## Lot 64



### 721 Hollins Road, Hollinwood, Oldham, OL8 3SY

Two bedroom end terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Hollins Road (A6104) opposite Chapel Road, near to "New China" takeaway

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

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

**EPC Rating** F

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000 - £40,000**

## Lot 65



### 723 Hollins Road, Hollinwood, Oldham, OL8 3SY

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Hollins Road (A6104) opposite Chapel Road, near to "New China" takeaway

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

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

**EPC Rating** E

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000 - £40,000**

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## Lot 66



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

Three bedroom semi detached house

**Directions** Off Meadfoot Road, off Chapman Street, Off Hyde Road (A57)

#### Accommodation

*Ground Floor:* Living/dining room, kitchen

*First Floor:* Three bedrooms, bathroom

*External:* Forecourt garden to the front and garden to the rear

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

**EPC Rating** D

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000+**

## Lot 67



### 55 Briarwood Avenue, Droylsden, Greater Manchester, M43 7RQ

Three bedroom property

**Directions** Off Greenside Lane, off Manor Road, off Ashton New Road (A662)

#### Accommodation

*Ground Floor:* Entrance hall, lounge, kitchen

*First Floor:* Three bedrooms, bathroom

*External:* Gardens to the front and rear

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

**EPC Rating** D

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000+**

Today's start time is 2:00pm

Lot 68



**28 Hindley Street, Ashton-under-lyne, Lancashire, OL7 0BX**  
Two bedroom end terrace house

**Directions** Hindley Street is located directly off Manchester Road M635

**Accommodation (not inspected)**

**Ground Floor:** Kitchen, reception room

**First Floor:** Two bedrooms, bathroom

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

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

**EPC Rating** E

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £45,000**



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## 11 Timperley Road, Ashton-under-lyne, Lancashire, OL6 8SA

**Vacant refurbished three bedroom semi-detached house**

**Directions** The property occupies a residential location on Timperley Road which can be accessed from Broadoak Road via Hartshead Road

**Accommodation**

<i>Ground Floor:</i>	Hall, living room, dining/ kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>External:</i>	Gardens to the front and rear. Driveway.

**Note** Gas central heating and double glazing

**EPC Rating** C

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740



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Lot 70

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## Royston Court, Carlton Road, Whalley Range, Manchester, M16 8LN

Purpose built block of 20 No. two bedroom apartments

<b>Directions</b>	Located in a popular residential location close to Manchester City Centre
<b>Accommodation</b>	Purpose built block of 20 No apartments with four vacant units at time of publication. The tenancy schedule provided by the management agent follows and all tenancies and EPC's will be contained within the legal pack available on line.
Ground Floor:	1: Two beds £550 PCM Move in date 04/08/2012 EPC rating D 2: Two beds VACANT Advertised £650 PCM EPC rating D 3: Two beds £600PCM Move in date 08/09/2012 EPC rating C 4: Two beds £600 PCM Move in date 14/09/2012 EPC rating D
First Floor:	13: Two beds £550 PCM Move in date 13/10/2010 (£95/week benefits payments) EPC rating D 14: Two beds VACANT Advertised £650 PCM EPC rating C 15: Two beds £600 PCM Move in date 15/08/2012 EPC rating C

Guide Price: £1,800,000 – £2,000,000

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Second Floor:

- 16: Two beds £625 PCM Move in date 15/09/2012 EPC rating C
- 17: Two beds £600 PCM Move in date 10/07/2012 EPC rating C
- 18: Two beds £650 PCM Move in date 29/06/2012 EPC rating D
- 29: Two beds £550 PCM Move in date 04/05/2012 EPC rating D
- 30: Two beds VACANT Advertised £650 PCM EPC rating D
- 31: Two beds £600 PCM Move in date 21/07/2012 EPC rating C
- 32: Two beds £625 PCM move in date 29/10/2012 EPC rating C
- 33: Two beds £600 PCM move in date 20/07/2012 EPC rating C
- 34: Two beds £650 PCM Move in date 24/08/2012 EPC rating C
- 45: Two beds £600 PCM Move in date 09/08/2012 EPC rating C
- 46: Two beds £625 PCM Move in date 31/08/2012 EPC rating C
- 47: Two beds £600 PCM Move in date 30/07/2012 EPC rating C
- 48: Two beds £625 PCM Move in date 19/07/2012 EPC rating C

<b>EPC Rating</b>	See above
<b>Possession</b>	Part vacant
<b>Viewing</b>	Auction Department 0161 443 4740

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## Lot 71



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

Two bedroom semi detached bungalow

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

**Guide Price: £75,000**

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Lot 72



**229 Ainsworth Road, Radcliffe,  
Manchester, M26 4EE**  
End terrace property converted into two flats

**Directions** B6292 running between Water Street (A665) and Bury Et Bolton Road (A58)

**Accommodation (not inspected)**

**Ground Floor:** Flat - lounge, kitchen, two bedrooms, bathroom

**First Floor:** Flat - lounge, kitchen, two bedrooms, bathroom

**Note** Gas central heating

**EPC Rating** On order

**Possession** Tenanted - 229a six month AST from 15/06/12 at £325pw & 229b six month AST from 14/10/12 at £350pw

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

**Guide Price: £60,000+**

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## Lot 73



### 725 Hollins Road, Hollinwood, Oldham, OL8 3SY

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Hollins Road (A6104) opposite Chapel Road, near to "New China" takeaway

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

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

**EPC Rating** E

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000 - £40,000**

## Lot 74



### 727 Hollins Road, Hollinwood, Oldham, OL8 3SY

Two bedroom mid terrace house ON BEHALF OF LPA RECEIVERS

**Directions** Hollins Road (A6104) opposite Chapel Road, near to "New China" takeaway

#### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

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

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

**EPC Rating** D

**Possession** Tenanted - The property is let by virtue of an AST at £303.00 PCM details will follow in legal pack

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

**Guide Price: £35,000 - £40,000**

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Lot 75



## 17 Cromwell Grove, Levenshulme, Manchester, M19 3QD

Three bedroom end terrace property

<b>Directions</b>	Cromwell Road, off Stockport Road (A6) on corner with Cardus Street
<b>Accommodation (not inspected)</b>	<i>Ground Floor:</i> Hallway, two separate reception rooms, dining kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Second Floor:</i> Bedroom <i>External:</i> Small walled front garden, enclosed rear yard
<b>Note</b>	The property is let by way of an informal agreement that is assumed to be an AST at £350 PCM
<b>EPC Rating</b>	EPC on order
<b>Possession</b>	Tenanted
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

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Guide Price: £85,000

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## Lot 76



## 98 Raper Street, Oldham, OL4 2BL

Two bedroom terraced house

<b>Directions</b>	Off Greenwood Street, off Spring Street, off Huddersfield Road (A62)
<b>Accommodation</b>	
<i>Ground Floor:</i>	Lounge, re-fitted dining kitchen with built in oven and hob
<i>First Floor:</i>	Two bedrooms, tiled bathroom
<i>Exterior:</i>	Tiered rear courtyard
<b>Note</b>	Gas central heating and double glazing. Alarm. Refurbished to a good standard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £60,000+**

## Lot 77



## 299 Whiteacre Road, Ashton-under-lyne, Lancashire, OL6 9QF

Two bedroom terrace house

<b>Directions</b>	Whiteacre Road is located directly off Queen's Road B6194
<b>Accommodation</b>	
<i>Ground Floor:</i>	Kitchen, reception room
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Rear yard
<b>Note</b>	The property has central heating and double glazing
<b>EPC Rating</b>	EPC on order
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £40,000**

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Lot 78



## 21 Saville Road, South Shore, Blackpool, FY1 6JP

Bay fronted mid terrace property

<b>Directions</b>	Saville Road is off either Bloomfield Road or Maudland Road, both off Central Drive (A5099)	
<b>Accommodation</b>	<i>Ground Floor:</i>	Hallway, lounge, dining room, kitchen
	<i>First Floor:</i>	Three bedrooms, bathroom
	<i>External:</i>	Small walled front garden, garden to rear
<b>Note</b>	The property has double glazing and central heating	
<b>EPC Rating</b>	D	
<b>Possession</b>	Tenanted - 5 Year AST from May 2009 £450 PCM	
<b>Viewing</b>	Auction Department 0161 443 4740	

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Guide Price: £60,000 – £70,000

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Lot 79

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## 1 Bates Close, Castleton, Rochdale, Lancashire, OL11 2TU

Two bedroom detached bungalow

<b>Directions</b>	Off Vicarage Road North which is directly off Manchester Road (A664)	
<b>Accommodation</b>	<i>Ground Floor:</i>	Entrance porch, hall, lounge with dining area, study, kitchen, two bedrooms with the master being en-suite, family bathroom.
	<i>External:</i>	Corner plot with gardens to the front, side and rear. Garage with driveway.
<b>Note</b>	Gas central heating and majority double glazing. Plans for an amended layout to make the bungalow into a four bedroom property can be found in the legal pack.	
<b>EPC Rating</b>	D	
<b>Possession</b>	Vacant	
<b>Viewing</b>	Auction Department 0161 443 4740	

Guide Price: £95,000

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## Lot 80



### 116 Belle Green Lane, Ince, Wigan, Lancashire, WN2 2EP

End terrace property converted into two flats

<b>Directions</b>	Directly off Manchester Road (A577)
<b>Accommodation (not inspected)</b>	
<i>Ground Floor:</i>	Flat - lounge, kitchen, two bedrooms, bathroom
<i>First Floor:</i>	Flat - lounge, kitchen, two bedrooms, bathroom
<i>External:</i>	Rear yard
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	116a - E, 116b - D
<b>Possession</b>	Part tenanted - 116a is a six month AST from 26/10/12 at £250 per month
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: £40,000+**

## Lot 81



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

Two bedroom terrace house

<b>Directions</b>	Brighton Grove is located off Higher Henry Street which is off Dowson Road (A627)
<b>Accommodation</b>	
<i>Ground Floor:</i>	One reception room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>External:</i>	Front garden, rear yard
<b>Note</b>	The property has double glazing and central heating
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £45,000**



Today's start time is 2:00pm

Lot 82

EDWARD  
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## 4 Maldwyn Avenue, Crumpsall, Manchester, M8 4PF

Three bedroom semi detached property

**Direction:** Maldwyn Avenue is located off Wilton Road which is the continuation of Bank Road  
off Crumpsall Lane

**Accommodation:**  
*Ground Floor:* Vestibule, open plan lounge/dining room, kitchen  
*First Floor:* Three bedrooms, bathroom  
*External:* Gardens to the front and rear

**Note:** The property was previously used for HMO purposes, has gas central heating and is double glazed

**EPC Rating:** D

**Possession:** Vacant

**Viewing:** Auction Department 0161 443 4740

Guide Price: £50,000 – £60,000

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# Terms and Conditions

## for proxy, telephone and internet 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 day before the auction. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing. Please include two forms of ID (one with photo).

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/internet 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/internet 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, Telephone & Internet Bidding

Authorisation  
Form

for more information on internet bidding through i-bidder.com see overleaf

Method of bidding: Proxy  Telephone  Internet   
(please tick one)

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

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

(if different)

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

Postcode \_\_\_\_\_

Telephone/  
Internet:

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

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

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

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.

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

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

\*Essential for internet bidding

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) and my two forms of ID (one with photo).

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: \_\_\_\_\_

# COMMON AUCTION CONDITIONS

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

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

## Introduction

The common auction conditions have three main sections:

### 1. Glossary

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

### 2. Auction Conduct Conditions

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

### 3. Conditions of Sale

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

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

These conditions are legally binding.

### Important Notice:

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

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

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

### Glossary

In the CONDITIONS wherever it makes sense:

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

### ACTUAL COMPLETION DATE

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

### ADDENDUM

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

### AGREED COMPLETION DATE

Subject to condition G9.3:

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

### APPROVED FINANCIAL INSTITUTION

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

### ARREARS

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

### ARREARS SCHEDULE

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

### AUCTION

The auction advertised in the CATALOGUE.

### AUCTION CONDUCT CONDITIONS

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

### AUCTIONEERS

The auctioneers at the AUCTION.

### BUSINESS DAY

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

### BUYER

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

### CATALOGUE

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

### COMPLETION

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

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

### CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

### CONTRACT

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

### CONTRACT DATE

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

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

### DOCUMENTS

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

### FINANCIAL CHARGE

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

### GENERAL CONDITIONS

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

### INTEREST RATE

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

### LOT

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

### OLD ARREARS

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

### PARTICULARS

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

### PRACTITIONER

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

## PRICE

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

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The AUCTIONEERS.

## YOU (AND YOUR)

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

## Auction Conduct Conditions

### A1 INTRODUCTION

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

A1.2 The CATALOGUE is issued only on the basis

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

### A.2 OUR ROLE

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

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

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

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

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER

## INFORMATION

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

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

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

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

## A5 THE CONTRACT

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

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

A5.3 YOU must, before leaving the AUCTION:  
(a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;  
(b) sign the completed SALE MEMORANDUM; and  
(c) pay the deposit.

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

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

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

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



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

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

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

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

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

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

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

#### **G1 THE LOT**

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

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

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

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

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

G1.5 Where anything subject to which the LOT

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

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

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

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

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

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

#### **G2 DEPOSIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G5 TRANSFER**

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

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

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

BUYER, or by more than one TRANSFER.

## **G6 COMPLETION**

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

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

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

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

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

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

## **G7 NOTICE TO COMPLETE**

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

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

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

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

## **G8 IF THE CONTRACT IS BROUGHT TO AN END**

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

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

## **G9 LANDLORD'S LICENCE**

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

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

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

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

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

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

## **G10 INTEREST AND APPORTIONMENTS**

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

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

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

by the BUYER.

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

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

## G11 ARREARS

### Part 1 Current Rent

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

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

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

### Part 2 BUYER to pay for ARREARS

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

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

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

### Part 3 BUYER not to pay for ARREARS

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

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

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

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

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

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

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

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

## G12 MANAGEMENT

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

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

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

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

## G13 RENT DEPOSITS

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

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

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

in which the BUYER covenants with the SELLER to:

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

## G14 VAT

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

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

## G15 TRANSFER AS A GOING CONCERN

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

(b) this CONDITION G15 applies.

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

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

G15.3 The BUYER confirms that:

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

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

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

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

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

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

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

## **G16 CAPITAL ALLOWANCES**

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

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

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

G16.4 The SELLER and BUYER agree:

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

## **G17 MAINTENANCE AGREEMENTS**

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

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

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

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

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

## **G19 SALE BY PRACTITIONER**

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

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

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

G19.4 The LOT is sold

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

G19.5 Where relevant:

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

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

## **G20 TUPE**

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

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

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

## **G21 ENVIRONMENTAL**

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

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

G21.3 The BUYER agrees to indemnify the

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

## **G22 SERVICE CHARGE**

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

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

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

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

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

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

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

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

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

## **G23 RENT REVIEWS**

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

determined.

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

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

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

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

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

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

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

## **G24 TENANCY RENEWAL**

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

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

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

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

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

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

## **G25 WARRANTIES**

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

G25.2 Where a warranty is assignable the SELLER must:  
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty;  
(b) apply for, (and the SELLER and the BUYER must use all reasonable endeavours to obtain), any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:  
(a) hold the warranty on trust for the BUYER; and  
(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

## **G26 NO ASSIGNMENT**

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

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

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as possible:  
(a) procure that it becomes registered at Land Registry as proprietor of the LOT;  
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and  
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.  
G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:  
(a) apply for registration of the transfer;  
(b) provide the SELLER with an official copy and

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

## **G28 NOTICES AND OTHER COMMUNICATIONS**

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

G28.2 A communication may be relied on if:  
(a) delivered by hand; or  
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or  
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:  
(a) when delivered, if delivered by hand; or  
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

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

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

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

## **G29 EXTRA TERMS FOR REMOTE BIDDERS**

G29.1 Edward Mellor strongly recommend that you attend the auction personally in order to bid. However, Edward Mellor will use reasonable endeavours to provide remote bidding facilities at the auction in accordance with these terms and conditions and will make no additional charge for such service.

G29.2 Edward Mellor will have no liability whatsoever towards you in the event of your remote bid not being made as a result of:  

- unclear instructions
- error, lack of clarity or confusion regarding the Registration Form or the deposit
- any change of date/time or venue for the auction
- interruption or suspension of telephone or internet bidding services
- You being unobtainable by telephone or becoming disconnected during the course of bidding via telephone/internet
- any other factor beyond Edward Mellor's control.



# 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
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