

Residential Auction
Wednesday 1st May 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

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auCTION

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



SUCCESS STORIES

from our last auction

Halliwell Road
Prestwich



Three bedroom
terraced property

Guide price: £40,000

Sold for £68,000

Moss Bank
Crumpsall



Three flats in semi-
detached property

Guide price: £65,000

Sold for £98,000

Milford Street
Stretford



Four bedroom terraced
property

Guide price: £60,000

Sold for £75,250

Trafford Grove
Salford



Two bedroom
end terraced property

Guide price £95,000

Sold for £116,000

Cromwell Road
Eccles



Two bedroom
end terraced property

Guide price: £50,000

Sold for £64,000

Woodville Drive
Marple



Three bedroom
detached property

Guide price £90,000

Sold for £156,000

auction dates for 2013

Auction

Wednesday 1st May 2013

Wednesday 12th June 2013

Tuesday 23rd July 2013

Wednesday 18th September

Closing Date

2nd April 2013

14th May 2013

25th June 2013

20th August 2013

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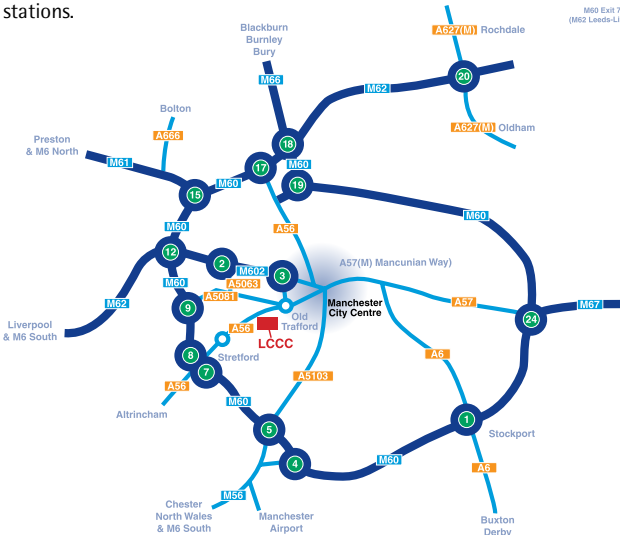
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

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!**

IMPORTANT INFORMATION

In order to bid at our auction we will ask you to register with us on arrival.

If you are bidding as an individual, **two** forms of **original** identification will be required for each purchaser - one from each of the columns below:

PROOF OF IDENTITY

Valid Passport

National Identity Card

Valid Photo Card Driving License

PROOF OF RESIDENCE

Current Local Authority Tax Bill

A Utility Bill/Credit Card/
Mortgage Statement Issued
Within the Last Three Months
(No Internet Printouts)

If you are bidding on behalf of a Company we will need one of the following original forms of identification:

COMPANY IDENTIFICATION

Proof of Identity and Residence
for One of the Directors (as
detailed above)

Certificate of Incorporation for the
Company (if a Limited Company)

Official List of Directors

If you are bidding on behalf of another person/company we require original identity documents for both yourself, as the bidder, and the person/company who will be listed as the purchaser, together with a letter of authorisation from the purchaser for you to act and bid on their behalf.



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Catalogues

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Order of sale for Wednesday 1st May 2013

Sale starts at 2:00pm

31 MOSTON	23 Spreadbury Street	Two bedroom terrace property
32 CLITHEROE	1 May Terrace	Two bedroom end terraced property
33 STOCKPORT	5 Brookdale	Two bedroom terraced cottage
34 MIDDLETON	25 Uplands	Three bedroom semi-detached property
35 STRETFORD	21 Pritchard Street	Three bedroom end terraced property
36 LEVENSHULME	21 Balleratt Street	Three bedroom terraced property
37 OLDHAM	16 Elm Road	Three bedroom terrace property
38 BUXTON	10 Dolby Road	Three bedroom semi-detached property
39 BUXTON	2a West Road	Two bedroom end terraced property
40 NEWTON HEATH	61 Averill Street	Three bedroom terraced property
41 GORTON	7 Yeadon Road	Three bedroom semi-detached property
42 OLDHAM	34 Higher Lime Road	Three bedroom semi-detached property
43 BACUP	7 Birch Street	Three bedroom terraced property
44 MACCLESFIELD	26 Tytherington Court	Two bedroom ground floor flat
45 MACCLESFIELD	Garage, Tytherington Court	Single Garage
46 STOCKPORT	4 Lake Street	Two bedroom terraced property
47 GLOSSOP	97 Primrose Lane	Two bedroom terraced property
48 LONGSIGHT	78 Richmond Grove	End terraced property in three flats
49 OPENSHAW	74 Ackroyd Street	Two bedroom terraced property
50 IRLAM	35 Ferryhill Road	Three bedroom semi-detached property
51 SWINTON	The Hollies, 279 Rake Lane	Six bedroom detached property
52 HEALD GREEN	345 Wilmslow Road	Two bedroom terraced property
53 MACCLESFIELD	68 Peel Street	Three bedroom former weavers cottage
54 LEVENSHULME	26 Albert Road	Three storey terraced property
55 CLEATOR MOOR	44 High Street	Three bedroom terraced property
56 HASLINGDEN	Highfield House, Grane Road	Four bedroom detached property
57 STRETFORD	66 Victoria Road	Seven bedroom terraced property
58 WITHINGTON	69 Davenport Avenue	Three bedroom terraced property
59 FAILSWORTH	37 Hardman Lane	Three bedroom terraced property
60 VICTORIA PARK	35 Kensington Avenue	Four bedroom, three reception room property
61 EDGELEY	29 Bonar Road	Two bedroom semi-detached property
62 PRESTWICH	412-414 Bury Old Road	Large 13 bedroom detached property
63 WITHDRAWN	WITHDRAWN	WITHDRAWN
64 STOCKPORT	65 Spathfield Court	Two bedroom ground floor flat
65 DENTON	567 Manchester Road	Two bedroom mid terraced property
66 BUXTON	27 Cromford Place	Three bedroom terraced town-house
67 STALYBRIDGE	56 Ridge Hill Lane	Two bedroom end terrace property-attic room
68 GLOSSOP	2 Union Street	Three bedroom terraced property
69 OLDHAM	280 Roundthorn Road	Four bedroom semi-detached property
70 FALLOWFIELD	29 Talbot Road	Six bedroom terraced property
71 GORTON	32 Harold Avenue	Two bedroom terraced property
72 CHEADLE	40 Moseley Road	Twenty five bedroom former care home
73 STOCKPORT	2 Hall Street	Detached former care home

Order of sale for Wednesday 1st May 2013

Sale starts at 2:00pm

74	GORTON	72 Rockhampton Street	Two bedroom end terraced property
75	OLDHAM	62 Williams Crescent	Three bedroom semi-detached property
76	LIVERPOOL	3 Alpass Road	Eighteen bedroom detached former care home
77	STOCKTON-ON-TEES	73 - 75 Greens Lane	Eighteen bedroom detached former care home
78	BOSTON	120 - 122 High Street	Twenty bedroom Grade II listed former care home
79	GORTON	15 Glencastle Road	Two bedroom terrace property
80	BURNLEY	26 Bentham Avenue	Three bedroom semi-detached bungalow
81	BOLTON	84 King Street	Three bedroom semi-detached property
82	STOCKPORT	37 Bodmin Crescent	Three bedroom end terraced property
83	URMSTON	2 Mersey View	Three bedroom semi-detached property

IMPORTANT **NOTICE**

It is a CRIMINAL OFFENCE to knowingly draw a cheque on an invalid bank account or where there will be insufficient funds to honour it. We reserve the right to give details of any unpaid cheque to the POLICE.

Proof of ID will be required on all successful purchases - photographic identification & proof of address.



Oakleigh House, 50 The Avenue, Sale, Cheshire, M33 4PH **PRELIMINARY ANNOUNCEMENT FOR JUNE 12TH AUCTION**

Directions The properties are located on The Avenue which is recognised as Sales premier residential location

Overview There are 9 no self contained apartments for sale within this purpose built property of 13 flats with the freehold interest included. There is large communal hallway and an additional hallway access point off the right hand side of the property. The property stands in magnificent grounds surrounded by mature gardens and trees with the provision of parking to the right hand elevation of the building.

The majority of the apartments are ready to refurbish to a high standard which should result in a portfolio of sound investment properties that will attract high rents and higher than average resale values as is common within this particular catchment area.

**Details**

Ground Floor: Flat B: Two bedrooms, circa 90 sq m (968 sq ft)
Flat C: Three bedrooms, circa 125 sq m (1,345 sq ft). Let on a regulated tenancy
First Floor: Flat E: Two bedrooms, bathroom, circa 90 sq m (968 sq ft)
Flat F: Living/bedroom, separate kitchen & bathroom areas, circa 32 sq m (344 sq ft)
Second Floor: Flat I: Two bedrooms, kitchen, bathroom, circa 90 sq m (968 sq ft)
Flat J: Living/bedroom, separate kitchen and bathroom, circa 32 sq m (344 sq ft)
currently tenanted
Flat K: Two bedrooms, circa 63 sq m (678 sq ft)
Basement: Flat L: Large one bedroom, circa 56 sq m (602 sq ft)
Flat M: Large one bedroom, circa 75 sq m (807 sq ft)

Tenure

The apartments to be sold are included in the entire freehold title

Possession

Vacant unless otherwise specified

Management

There is a management company in place, details will be provided upon request including details of service charges and ground rents

Refurbishment

We can provide quotes for refurbishment on request

Viewing

Viewings are available: please contact the auction department on 0161 443 4740

EPC

on order

“

I would like to thank you and your team once again for your efforts. Your team have performed exceptionally for us – the whole process was an enjoyable experience rather than the usual nightmare associated with selling a house. Your fee was money well spent

”

Mr Begley,
Vendor of Sumner Road,
Salford



Specialist in
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Contact – **Peter Robinson**

Peter Robinson & Co.
Property Lawyers
27 Queen Street, Oldham OL1 1RD
Tel: 0161 678 7996
Fax: 0161 627 3177
Email: peter@conveyancingoldham.co.uk



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23 Spreadbury Street, Moston, Manchester M40 9DR

Two bedroom terrace property

Directions	Spreadbury Street off Brendon Avenue off Lightbowne Road B6393 near Co-operative store
Accommodation	Ground Floor: Porch, living room, rear reception room, lean to extension housing kitchen with covered yard area and WC First Floor: Two bedrooms, bathroom Externally: Pavement fronted, yard area to rear with outhouse/lean to
Note	The property has double glazing and central heating and is in need of refurbishment
EPC Rating	EPC on order
Viewing	Auction department 0161 443 4740

Start time is 2:00pm

Lot 32

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1 May Terrace, Billington, Clitheroe BB7 9NB

Two bedroom end terraced property

Directions Off Whalley Road which is off the roundabout where the A59 meets the A666

Accommodation Ground floor: Vestibule, hall, lounge, dining room, breakfast kitchen, side porch, conservatory
First floor: Two bedrooms, bathroom
Exterior: Gardens to the front, side and rear. Detached garage. Outhouses

Note Gas central heating and double glazing

EPC Rating D

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £80,000 +

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Lot 33



5 Brookdale Cottages, Offerton, Stockport SK2 5EY

Two bedroom terraced cottage

Directions	Off Holiday Lane which is direct off Marple Road (A626)
Accommodation	Not inspected but believed to comprise: Ground floor: Lounge, kitchen First floor: Two bedrooms, shower-room Exterior: Gardens to the front and rear. Please check the legal pack for clarification of what is owned and what is communal
Note	Pleasant semi rural location close to Poise Brook
EPC Rating	On order
Possession	Tenanted - let on a Regulated Tenancy at £4602 per annum. Next rent review due 19 November 2014
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

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Guide Price: £70,000 +

email: auction@edwardmellor.co.uk

0161 443 4740

Start time is 2:00pm

Lot 34

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25 Uplands, Alkington, Middleton, Manchester M24 1EA

Three bedroom semi detached property

Directions Off Kingsway, off Manchester New Road (A664)

Accommodation Not inspected but believed to comprise:
Ground floor: Hall, two reception rooms, kitchen
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front and rear.

EPC Rating On order

Possession Tenanted - let on a Regulated Tenancy at £3536 per annum. Next rent review due 11 August 2013

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £70,000 +

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Lot 35



21 Pritchard Street, Stretford, Manchester M32 8BG

Three bedroom end terraced property

Directions Off Victoria Road which runs between Kingsway (A5145) and Derbyshire Lane

Accommodation Ground floor: Hall, two reception rooms, kitchen
First floor: Three bedrooms, bathroom
Exterior: Rear yard

EPC Rating On order

Possession Vacant

Viewing Auction Department 0161 443 4740

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Guide Price: £80,000 +

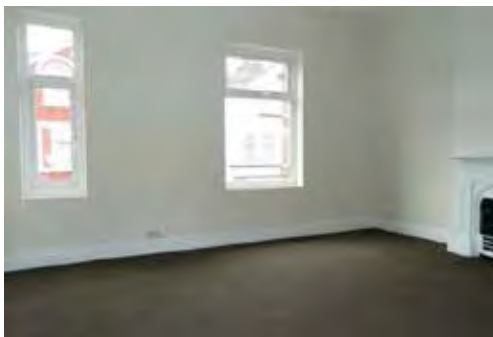
email: auction@edwardmellor.co.uk

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Start time is 2:00pm

Lot 36

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21 Balleratt Street, Levenshulme, Manchester M19 3DF

Three bedroom terraced property

Directions	Directly off Stockport Road (A6)
Accommodation	Ground floor: Entrance hall, two reception rooms, kitchen with built in oven and hob First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £75,000+

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Lot 37



16 Elm Road, Oldham OL8 3UQ

Three bedroom terraced property

Directions From Hollins Road (A6104) turn into Trough Gate into Elm Road

Accommodation Ground floor: Small hall, lounge, dining kitchen
First floor: Three bedrooms, bathroom
Exterior: 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: £45,000+

email: auction@edwardmellor.co.uk

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Start time is 2:00pm

Lot 38

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10 Dolby Road, Buxton SK17 9PW

Three bedroom semi detached property

Directions Off Burlow Road, off Heathfield Nook Road, off Ashbourne Road (A515)

Accommodation Not inspected but believed to comprise:
Ground floor: Entrance porch, hall, two reception rooms, morning room, kitchen
First floor: Three bedrooms, bathroom, separate wc
Exterior: Gardens to the front, side and rear. Driveway. Garage. Rear yard

EPC Rating On order

Possession Tenanted - let on a Regulated Tenancy at £2756 per annum. Next rent review due 25 May 2013

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £77,500 +

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Lot 39



2a West Road, Buxton SK17 6HF

Two bedroom end terrace property

Directions The property lies on West Road close to the intersection of High Street/ London Road (A515) and Dale Road and connects with Macclesfield Road (B5059).

Accommodation Ground Floor: Lounge, kitchen.
First Floor: Two bedrooms, bathroom.

Note The property has gas central heating and double glazing.

EPC Rating D

Possession Tenanted 12 month AST dated 15th march 2013 at £475pcm.

Viewing Auction Department 0161 443 4740

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Guide Price: £70,000

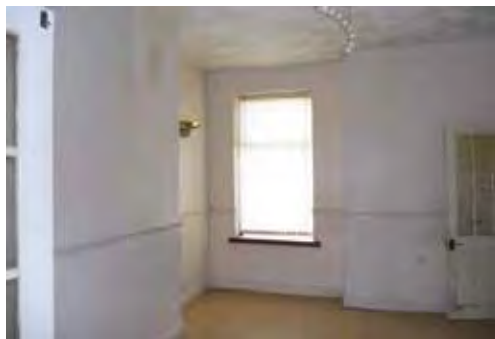
email: auction@edwardmellor.co.uk

0161 443 4740

Start time is 2:00pm

Lot 40

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61 Averill Street, Newton Heath, Manchester M40 1PH

Three bedroom terraced property

Directions	Off Droylsden Road, off Oldham Road (A62)
Accommodation	Ground floor: Entrance hall, two large open plan reception rooms, kitchen First floor: Three bedrooms, shower room/wc Exterior: Rear yard with open aspect
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £62,000 +

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for a full auction catalogue with guide prices, results and up-to-date information

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Lot 41



7 Yeadon Road, Gorton, Manchester M18 7WN

Three bedroom semi detached property

Directions Off Levenshulme Road, off Brookhurst Road, off Far Lane, off Hyde Road (A57)

Accommodation Ground floor: Entrance porch, hall, dining room, lounge, kitchen
First floor: Three bedrooms, bathroom
Exterior: Large rear garden space with detached large garage and ample off road parking.

Note Gas central heating and double glazing

EPC Rating D

Possession Vacant

Viewing Auction Department 0161 443 4740

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Guide Price: £55,000 +

email: auction@edwardmellor.co.uk

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Start time is 2:00pm

Lot 42



34 Higher Lime Road, Oldham OL8 3PQ

Three bedroom semi detached property

Directions Off Lower Lime Road, off Coal Pit Lane, off Ashton Road (A627)

Accommodation Ground Floor: Hallway, living room, dining room, kitchen
First Floor: Three bedrooms, bathroom
Externally: Driveway, front and rear gardens

Note Double glazing and central heating.
The owner of the property is a director of Edward Mellor Ltd. Situated close to Limehurst Primary School and Werneth Golf Course.

EPC rating D

Viewing Auction Department 0161 443 4740

Guide Price: £50,000 +

Lot 43



7 Birch Street, Bacup OL13 8BQ

Three bedroom terraced property

Directions The property lies in a residential side street on Birch Street which can be accessed from Burnley Road (A671) via Ash Street.

Accommodation Ground Floor: Lounge, kitchen.
First Floor: Two bedrooms, bathroom.
Second Floor: Attic bedroom.
Outside: Rear yard.

Note The property has double glazing and central heating

EPC Rating E

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £35,000 +



you MUST read the notices to prospective buyers!



26 Tytherington Court, Macclesfield SK10 2EJ

Two bedroom ground floor flat

Directions Off Tytherington Park Road, off Badger Road, off Manchester Road, (A538)

Accommodation Not inspected but believed to comprise:
Ground floor: Three rooms, kitchen, bathroom
Exterior: Communal parking and gardens

EPC Rating On order

Possession Tenanted - let on a Regulated Tenancy at £5360 per annum. Next rent review due 8 June 2014

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

Start time is 2:00pm

Lot 45



G10, Tytherington Court, Macclesfield SK10 2EJ

Single garage

Directions Off Tytherington Park Road, off Badger Road, off Manchester Road, (A538)

Description Single storey garage in separate block with double doors

Possession Rented out at £240 per annum - please refer to the legal pack for more information

Viewing Strictly external viewing only

Guide Price: £2,000 +

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Contact Scott Hendry or one of the Auction Team on: **0844 873 4224**

@AuctionFinance **www.auctionfinance.co.uk**

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4 Lake Street, Great Moor, Stockport SK2 7NU

Two bedroom terraced property

Directions Directly off Buxton Road (A6)

Accommodation Not inspected but believed to comprise:
Ground floor: Two reception rooms, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

EPC Rating On order

Possession Tenanted - let on a Regulated Tenancy at £3692 per annum. Next rent review due 2 April 2013

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

Start time is 2:00pm

Lot 47

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97 Primrose Lane, Glossop SK13 6LW

Two bedroom terraced property

Directions Directly off High Street West (A57)

Accommodation Not inspected but believed to comprise:
Ground floor: Two reception rooms, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

EPC Rating On order

Possession Tenanted - let on a Regulated Tenancy at £1638 per annum. Next rent review due 21 July 2013

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

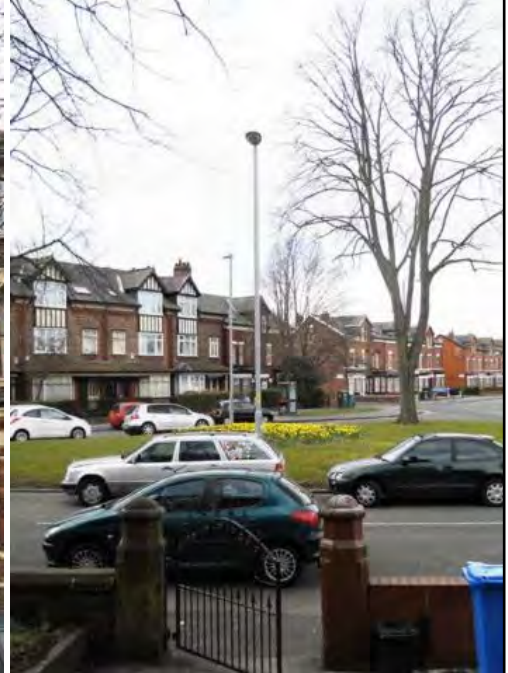
Guide Price: £70,000 +

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Lot 48



78 Richmond Grove, Longsight, Manchester M13 ODP

End terraced property in three flats

Directions	Off Hathersage Road, off Plymouth Grove (A5184)
Accommodation	Not inspected Ground floor: Communal hall and stairs. Flat 1: lounge, kitchen, bedroom, bathroom First floor: Flat 2: lounge, kitchen, bedroom, bathroom Second floor: Flat 3: lounge, kitchen, bedroom, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	Flat 1 - on order Flat 2 - D Flat 3 - on order
Possession	Tenanted - Flat 1 - twelve month AST from 29/07/11 at £415 pcm. Flat 2 - six month AST from 01/05/13 at £425 pcm. Flat 3 - six month AST from 02/02/13 at £410 pcm.
Viewing	External viewing only, the tenants must not be disturbed

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Guide Price: £140,000 +

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Start time is 2:00pm

Lot 49

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74 Ackroyd Street, Openshaw, Manchester M11 1WT

Two bedroom terraced property

Directions	Off Vine Street, off Ashton Old Road (A635)
Accommodation	Not inspected Ground floor: Hall, lounge, dining room, kitchen, bathroom First floor: Two double bedrooms Exterior: Rear yard
Note	Gas central heating and double glazing. The interior photos have been provided by the seller and were taken prior to the commencement of the tenancy
EPC Rating	On order
Possession	Tenanted - six month AST from 29/02/12 at £475 per month
Viewing	External viewing only, the tenants must not be disturbed

Guide Price: £52,000 +

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35 Ferryhill Road, Irlam, Manchester M44 6DB

Three bedroom semi detached property

Directions Directly off Liverpool Road (B5320)

Accommodation Not inspected but believed to comprise:
Ground floor: Lounge, kitchen
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front and rear.

EPC Rating On order

Possession Tenanted - let on a Regulated Tenancy at £3336 per annum. Next rent review due 10 June 2014

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

Start time is 2:00pm

Lot 51

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The Hollies, 279 Rake Lane, Clifton, Swinton M27 8LL

Six bedroom detached property standing in approximately one acre.

Directions The property lies on Rakes Lane close to Clifton Railway Station. Rakes Lane can be accessed from Bolton Road (A666) via Queensway.

Accommodation Ground Floor: Porch, hall, lounge, dining room, sitting room, breakfast/ kitchen, pantry, rear hallway, wc.
Cellars: Comprising five chambers.
First Floor: Four bedrooms, En-Suite dressing room/ wash room, bathroom.
Second Floor: Two Bedrooms.

Outside: There are lawned gardens and paddock/ pony turn-out area with stable and further extensive terraced woodland garden in all extending to approximately one acre. Outbuildings. Garage.

Note The property is a large period house with many original features built circa 1876 and in need of refurbishment. We understand the property has considerable history and provides potential to create a great family home. The house stands in substantial grounds.

The house has central heating with original style cast iron radiators.

Guide Price: £300,00 – £350,000

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Lot 51



EPC Rating	G
Possession	Vacant
Viewing	Auction Department 0161 443 4740

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Guide Price: £300,000 – £350,000

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Start time is 2:00pm

Lot 52

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345 Wilmslow Road, Heald Green, Cheadle SK8 3NP

Two bedroom terraced property

Directions On B5358 close to the junction with Bolshaw Road

Accommodation Not inspected but believed to comprise:
Ground floor: Lounge, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

EPC Rating On order

Possession Tenanted - let on a Regulated Tenancy at £3276 per annum. Next rent review due 5 August 2013

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £75,000 +

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68 Peel Street, Macclesfield SK11 8BL

Three bedroom former weavers cottage

Directions Off Park Lane (A536) and close to South Park

Accommodation Not inspected but believed to comprise:
Ground floor: Two rooms, kitchen
First floor: Three bedrooms
Second floor: Attic
Exterior: Rear yard with wc

EPC Rating On order

Possession Tenanted - let on an Assured Tenancy at £4680 per annum. Next rent review due 17 November 2013

Viewing Strictly external viewing only, the tenants MUST NOT be disturbed

Start time is 2:00pm

Lot 54

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26 Albert Road, Levenshulme, Manchester M19 2FP

Three storey terraced property

Directions Albert Road off Stockport Road (A6)

Accommodation Partially inspected due to building works
Ground Floor: Hallway, three reception rooms, kitchen area, cellar
First Floor: Not inspected
Second Floor: Not inspected
Externally: Garden to front, shared rear access, small yard area

Notes The property needs full refurbishment and may be suitable for conversion to HMO or flats subject to the necessary consents: interested parties are therefore advised to consult with Manchester City Council Planning department to make their own enquiries

EPC On order

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £125,000 – £150,000

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Lot 55



44 High Street, Cleator Moor CA25 5LA

Three bedroom terraced property

Directions Continuation of Ennerdale Road, off Trumpet Road (A5086)

Accommodation Ground floor: Lounge, kitchen with built in oven and hob
First floor: Bedroom, bathroom
Second floor: Two bedrooms
Exterior: Small rear yard/passageway

Note Double glazing

EPC Rating F

Possession Vacant

Viewing Auction Department 0161 443 4740

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Guide Price: £35,000 +

email: auction@edwardmellor.co.uk

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Start time is 2:00pm

Lot 56

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Highfield House, Grane Road, Haslingden, Rossendale BB4 5ES

Four bedroom detached property with two development plots

Directions From Haslingden, take Grane Road, immediately before the slip road for the A56, turn right into the driveway for Highfield Hall nursing home, the property can be found approximately 50 metres along the road on the right.

Highfield House Ground Floor: Porch, hallway, cloaks cupboard, panel radiator, downstairs WC, lounge, conservatory, dining room, study, kitchen, utility room
First Floor: Four bedrooms, dressing room and en-suite to master bedroom, family bathroom Externally: Double garage, front and rear gardens: EPC rating Band E

Grane Road development site

There are two separate development plots on the site. The first site is accessed from the Grane Road entrance. The development has previously had outline planning consent granted under application number 2008/0226 for the erection of one block

Guide Price: £325,000 – £350,000

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of 3 no town houses which will provide accommodation arranged over 3 floors. Each unit will have gardens to the front and rear and 2 no parking spaces on the adjacent car park.

Highfield Road development site

Located at the end of Highfield Park, accessed from Helmshore Road (the B6241) Haslingden, the site benefits from planning consent for the erection of 2 no detached dwellings. The planning consent is granted in by virtue of a Certificate of Lawfulness of Proposed Use or Development dated 25 January 2007 under application No 2007/054, the consent relating to the construction of the 2 remaining dwellings approved under application number 14/96/428

Planning

Parties are advised to contact the local planning authority directly:
Rossendale Borough Council, The Business Centre, Futures Park, Bacup, Rossendale,
OL13 0BB
Telephone: 01706 217777

Viewings

Auction department 0161 443 4740

Start time is 2:00pm

Lot 57

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66 Victoria Road, Stretford, Manchester M32 0AB

Seven bedroom Victorian terrace property opposite park

Directions	The property is located on Victoria Road overlooking Victoria Park
Accommodation	Ground Floor: Porch, hallway, lounge, dining room, morning room, long kitchen with store attached externally First Floor: Three bedrooms, bathroom and separate WC Second Floor: Four bedrooms Externally: Small walled front garden, enclosed rear garden
Note	The property is currently used as an HMO with licensing for 5 rooms, with a dispensation for 6. The property is in good order throughout and is HMO compliant The tenants pay a £10 contribution each month to cleaning

Guide Price: £195,000 – £205,000

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Tenancies

The property is currently tenanted and will be made vacant unless otherwise requested by the purchaser, however tenancy agreements may contained in the legal pack.

We have not seen copies of the tenancy agreements at this time, however the property is occupied and the income is circa£1,310 per month in total.

EPC Rating

Band E

Possession

Vacant unless requested otherwise by the purchaser(s)

Viewing

Viewings will be available on this lot: refer to auction department 0161 443 4740

Start time is 2:00pm

Lot 58

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69 Davenport Avenue, Withington, Manchester M20 3FS

Three bedroom terraced property

Directions	Off Wilmslow Road (B5093)
Accommodation	Not inspected but believed to comprise: Ground floor: Two reception rooms, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
EPC Rating	On order
Possession	Tenanted - let on a Regulated Tenancy at £3614 per annum. Next rent review due 14 June 2013
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £85,000 +

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37 Hardman Lane, Failsworth, Manchester M35 0DZ

Three bedroom terraced property

Directions	Off Old Road, off Oldham Road (A62)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating
EPC Rating	D
Possession	Tenanted - please refer to the legal pack for more information
Viewing	External viewing only, the tenants must not be disturbed

Start time is 2:00pm

Lot 60

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35 Kensington Avenue, Victoria Park, Manchester M14 5PG

Four bedroom, three reception room HMO compliant property

Directions	Off Milverton Road, off Denison Road, off Anson Road (A34)
Accommodation	Ground floor: Hall, living room, dining room/ bedroom five, lounge/ bedroom six, kitchen First floor: Four bedrooms, bathroom, shower-room Exterior: Rear yard
Note	Gas central heating with a new combination boiler and double glazing
EPC Rating	E
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £175,000

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Lot 61



29 Bonar Road, Edgeley, Stockport SK3 9PD

Two bedroom semi detached property

Directions	Off Avondale Road, off St Lesmo Road, off Stockport Road (A560)
Accommodation	Ground floor: Entrance hall, lounge, kitchen/dining room First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear, the rear having an open aspect
Note	The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

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Guide Price: £50,000 +

email: auction@edwardmellor.co.uk

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Start time is 2:00pm

Lot 62

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412-414 Bury Old Road, Prestwich, Manchester M25 1PZ

Large 13 bedroom former HMO with detached property in grounds

Directions The property is located in between Carver Avenue and Park Place on Bury Old Road, near to Heaton Park

414 Bury Old Road Number 4124 the end of terrace comprises:

Ground Floor: Porch, hallway, 2 bedsits, two reception rooms, 2 kitchens, WC

First Floor: 9 edsits, 2 WCs, shower room & WC

Second Floor: 4 bedsits

Basement: 4 chambers

Externally: Gardens to front and rear plus rear storeroom and additional attached store at rear of building

412 Bury Old Road Number 412 is a detached property at the rear of the plot which we believe was used historically as a Doctor's surgery, full access was not available however it potentially comprises: entrance hallway, reception room, three further rooms.

Guide Price: £250,000 – £300,000

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Lot 62



EPC rating EPC on order

Note The property has been used previously as an HMO and may suit conversion for other purposes subject to planning and permission

Possession Vacant

Tenure Refer to legal pack

Viewing Auction department 0161 443 4740

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Guide Price: £250,000 – £300,000

email: auction@edwardmellor.co.uk

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Start time is 2:00pm

Lot 63



47 Hollins Road, Oldham OL8 3HA

Two bedroom terrace property

Directions The property occupies a residential setting on Hollins Road which connects Ashton Road (A627) with Hathershaw Lane (A6104).

Accommodation Not Inspected
Ground Floor: Lounge, kitchen.
First Floor: Two bedrooms, bathroom.
Externally: Forecourt to front and rear yard.

EPC Rating On Order

Possession Tenanted - Monthly periodic tenancy at £400pcm

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

Guide Price: £35,000 - £40,000

Lot 64



65, Spathfield Court, Holmfield Close, Stockport SK4 2RR

Two bedroom ground floor flat

Directions Spathfield Court lies on Holmfield Close which can be accessed from Wellington Road North (A6).

Accommodation Communal entrance, hall, lounge, kitchen, two bedrooms, bathroom.
Exterior: Communal gardens and parking.

Note The property has double glazed windows and underfloor heating.

EPC rating E

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £75,000 - £80,000

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Lot 65



567 Manchester Road, Denton, Manchester M34 2PF

Two bedroom mid terrace property

Directions	The property is located on Manchester Road (A57) close to Denton Golf Club
Accommodation	Ground Floor: Hallway, two reception rooms, kitchen, lean to sun room First Floor: Landing, two double bedrooms and bathroom Externally: Small front garden, hard standing area/parking and garden to the rear, separate yard to rear of property
Note	The property is in need of complete refurbishment and has some structural issues internally: a copy of the structural report will be made available in the legal pack.
EPC rating	Band G
Possession	Vacant
Viewing	Auction department 0161 443 4740

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Guide Price: £65,000 +

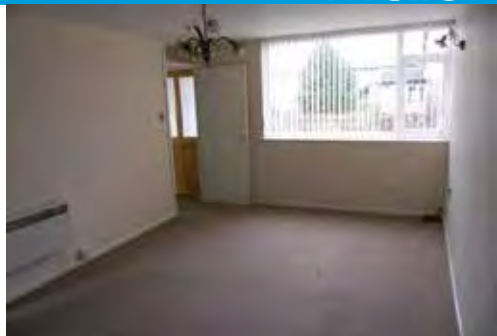
email: auction@edwardmellor.co.uk

0161 443 4740

Start time is 2:00pm

Lot 66

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27 Cromford Place, Buxton SK17 7RN

Three bedroom terraced town-house

Directions	The property occupies a residential location within Cromford Place which can be accessed from Victoria Park Road via Granby Road.
Accommodation	Ground Floor: Hall, cloakroom/ wc, lounge, dining/ kitchen. First Floor: Three bedrooms, bathroom. Outside: Forecourt and rear garden. Store.
Note	The property has uPVC double glazing.
EPC Rating	F
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £75,000 +

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Lot 67



56 Ridge Hill Lane, Stalybridge, SK15 1NF

Two bedroom end terraced property with attic room

Directions Directly off Stamford Street (A635)

Accommodation Not inspected
Ground floor: Entrance vestibule, lounge, kitchen/diner, bathroom
First floor: Two double bedrooms
Attic: Attic room with velux window
Exterior: Rear yard

Note Gas central heating (back boiler) and double glazing

EPC Rating F

Possession Vacant

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Guide Price: £62,000 +

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Start time is 2:00pm

Lot 68

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2 Union Street, Glossop SK13 8LT

Three bedroom terraced property

Directions	Off Gladstone Road, off Victoria Street (A624)
Accommodation	Ground floor: Lounge, kitchen with built in oven and hob, two usable cellars with direct back door access First floor: Three bedrooms, boarded loft with ladder, bathroom Exterior: Communal garden to rear
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £60,000 +

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Lot 69



280 Roundthorn Road, Oldham OL4 5LJ

Four bedroomed semi-detached property in need of some refurbishment

Directions	The property occupies a pleasant position in Roundthorn and Roundthorn Road connects Glodwick Road with Abbey Hills Road (B6194).
Accommodation	Ground Floor: Vestibule, lounge, dining room, kitchen. First Floor: Four bedrooms, bathroom. Outside: Garden.
Note	The property is two cottages which have been combined which has central heating and is in need of some refurbishment.
EPC Rating	E
Possession	Vacant
Viewing	Auction Department 0161 443 4740

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Guide Price: £110,000 +

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Start time is 2:00pm

Lot 70

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29 Talbot Road, Ladybarn, Fallowfield, Manchester M14 6TA

Six bedroom HMO licensed terraced property

Directions	Talbot Road is located off Mauldeth Road, Kingsway (A34)
Accommodation	Ground floor: Lounge, bedroom, kitchen, shower room, utility area Cellar: Currently used as a second lounge First floor: Four bedrooms, bathroom Attic: Presently used as bedroom six Exterior: Rear garden
Note	Gas central heating and double glazing The property has now been inspected and internal photographs along with HMO licence information can be found in the legal pack.
EPC Rating	E
Possession	Tenanted - let on an eight month AST from 11/10/12 at £1,800 per calendar month
Viewing	Viewings are available on this lot - contact the Auction Department on 0161 443 4740

Guide Price: £190,000 +

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32 Harold Avenue, Gorton, Manchester M18 7JT

Two bedroom terraced property

Directions	Off Debdale Lane, off Reddish Lane, off Hyde Road (A57)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - twelve month AST from 23/03/13 at £475 pcm
Viewing	External viewing only, the tenants must not be disturbed

Start time is 2:00pm

Lot 72

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Former Rosegarth Care Home, 40 Moseley Road, Cheadle Hulme, Cheadle SK8 5HJ

Substantial detached former care home with development potential

Directions	Moseley Road is located off Cheadle Road, close to Ridge Danyers College in a prime and highly sought after residential location
Description	The property offers a rare opportunity for development of the building to flats or a single residence subject to the relevant permission. It is also considered that there is potential for additional development of the garden to the front for residential development for housing or other uses such as day care for children
Planning	If planning is to be considered please contact the auction office to speak to one of the planning team
Accommodation	The accommodation is based over four floors providing 25 bedrooms, several lounges, kitchens, bathrooms and WCs with associated reception areas, office space, accommodation and a lift
EPC	On order
Possession	Vacant
Viewing	Auction department 0161 443 4740

Guide Price: £450,000 – £500,000

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Glebe Lodge, 2 Hall Street, Stockport SK1 4DA

Substantial detached former care home suitable for alternative uses

Directions	Hall Street at continuation of Spring Gardens (A626) off St Mary's Way (A626)
Accommodation	Ground Floor: Rooms 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (five bedrooms, bathroom, kitchen and dining room, self contained bedroom/living room and bathroom assumed manager accommodation or private stay) First Floor: Rooms, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 (Office, WC, two bathrooms and 12 bedrooms) Second Floor: Staff flats, one large one bedroom with lounge, kitchen area, bedroom and bathroom, second with open plan living area and bathroom Basement: 3 boilers, laundry store, storeroom, laundry room, managers room and pantry Externally: Generous gardens to four sides including parking
Notes	Notes: The property has double glazing and central heating and sits in a fairly generous plot with parking to rear and side and garden area to front. The property is Grade II listed and may suit alternative usage such as HMO subject to the necessary consents and planning permission
EPC	Exempt as Grade II listed
Possession	Vacant
Viewing	Auction department 0161 443 4740

Start time is 2:00pm

Lot 74

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72 Rockhampton Street, Gorton, Manchester M18 8UW

Two bedroom end terrace property

Directions Rockhampton Street is located off Kirk Street, Chapman Street, Hyde Road (A57)

Accommodation Ground floor: Lounge, dining kitchen, bathroom
First floor: Two bedrooms
Exterior: Rear yard

Note Gas central heating

EPC Rating E

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £40,000

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Lot 75



62 Williams Crescent, Chadderton, Oldham OL9 8BJ

Three bedroom semi-detached property

Directions The property occupies a residential setting and can be accessed from Broadway (A663) via Long Lane.

Accommodation Ground Floor: Hall, lounge, dining/ kitchen, bathroom, separate w.c.
First Floor: Three bedrooms.
Exterior: Gardens to the front and rear.

Note The property has gas central heating, double glazing and is in need of some updating.

EPC Rating E

Possession Vacant

Viewing Auction Department 0161 443 4740

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Guide Price: £60,000 – £65,000

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Start time is 2:00pm

Lot 76

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Kirkland Court, 3 Alpass Road, Aigburth, Liverpool L17 7BB

18 bedroom former care home in sought after location

Directions The property is located on the corner of Alpass Road and St Michael's Road, Aigburth

Accommodation Ground Floor: 3 bedrooms, 2 reception rooms, dining room

First Floor :
9 bedrooms, two bathrooms

Second Floor:
8 bedrooms, WC, bathroom, store, shower room

Basement:
Kitchen, office, store, clinic room, staff room, boiler room/laundry room and staff WCs

Externally the property stands on generous plot with a detached office/flat in the garden

Notes The property has central heating, double glazing and there is a lift servicing the building (not tested)

EPC rating

Possession Vacant

Viewing Auction department 0161 443 4740

Guide Price: £300,000 – £350,000

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Lot 77



Melbourne Lodge, 73 to 75 Greens Lane, Hartburn, Stockton-on-tees TS18 5HT

Former 18 bedroom detached former care home

Directions	The property is located on Greens Lane on the corner junction with Adelaide Grove
Accommodation	Ground Floor: Entrance hallway, 3 offices, communal lounge, canteen, kitchen, 5 en-suite bedrooms, shower room, bathroom & WC First Floor Laundry room, managers studio flat (Lounge/bedroom, kitchen and WC), COSHH store room, communal lounge, 5 en-suite bedrooms, 2 bedrooms, bathroom, WC Second Floor Laundry room, boiler room, managers studio flat (lounge/bedroom, kitchen, utility room, WC), 5 en-suite bedrooms, 2 bedrooms, shower room, WC Basement: Two chambers Externally: Gardens to three sides, parking
Notes	The property is serviced by a lift to all floors, and has gas central heating
EPC rating	Band E
Possession	Vacant
Viewing	Auction department 0161 443 4740

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Guide Price: £250,000

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Start time is 2:00pm

Lot 78

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Franklin's Lodge, 120-122 High Street, Boston PE21 8TH TO BE SOLD AT AUCTION ON THE 1ST MAY 2013.

Directions	The property is located on High Street in between Oxford Street and St Ann's Street
Accommodation	Ground Floor: 9 Bedrooms on the ground floor in cluster flat style arrangements First Floor: 3 bedrooms, again some in clusters, dining room, lounge, two offices, kitchen and WCs Second Floor: 7 bedrooms in cluster flat style arrangements Externally: Access from two elevations, yard space and parking
Notes	The property is centrally heated and floor plans are available in the legal pack
EPC rating	Exempt as Grade II listed
Possession	Vacant
Viewing	Auction department 0161 443 4740

Guide Price: £250,000 - £300,000

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Lot 79



15 Glencastle Road, Gorton, Manchester M18 7QH

Two bedroom terrace property

Directions Glencastle Road can be accessed from Mount Road (B6178) via Odette Street.

Accommodation (Not inspected)
Ground Floor: Hall, lounge/ living room, kitchen.
First Floor: Three bedrooms, bathroom.
Exterior: Forecourt and rear yard.

EPC rating On order

Possession Tenanted - monthly periodic tenancy, full details are in the legal pack.

Viewing Auction Department 0161 443 4740

Guide Price: £60,000

Lot 80



26 Bentham Avenue, Burnley BB10 1XZ

Three bedroom semi-detached bungalow

Directions The property is located in a residential side street close to Burnley General Hospital. Bentham Avenue can be accessed from Casterton Avenue (A6114) via Horton Avenue.

Accommodation Hall, lounge, dining room/ bedroom three, kitchen, rear porch, two bedrooms, bathroom.
Outside: Gardens front and rear, driveway and garage.

Note The property has gas central heating and double glazing.

EPC Rating

Possession Vacant

Viewings Auction Department 0161 443 4740

Guide Price: £95,000 – £100,000

Start time is 2:00pm

Lot 81



84 King Street, Farnworth, Bolton BL4 7AP

Three bedroom semi detached property

Directions	The property occupies a residential setting on King Street which connects Market Street (A6053) with Albert Road (A575).
Accommodation	(Not Inspected) Ground Floor: Hall, lounge/ living room, kitchen, W.C. First Floor: Three bedrooms, bathroom. Exterior: Paved gardens and drive to front.
Note	The property has central heating and double glazing.
EPC Rating	On order
Possession	Tenanted - AST at £500pcm - please refer to the legal pack for more information.
Viewing	External viewing only, the tenants must not be disturbed.

Guide Price: £65,000 – £70,000

Lot 82



37 Bodmin Crescent, Brinnington, Stockport SK5 8AT

Three bedroom end terraced property

Directions	Off Bude Ave, off Foliage Cres, off Truro Ave, off Brinnington Rd
Accommodation	Ground floor: Hall, lounge with patio doors, kitchen, wet room, WC First floor: Three bedrooms, bathroom, separate WC Exterior: Paved frontage, garden to the rear
Note	Pleasant cul-de-sac location with access to Brinnington Park
EPC rating	E
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £47,000 +

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Lot 83



2 Mersey View, Off Carrington Rd, Flixton, Urmston M41 6GX

Three bedroom semi detached property

Directions	Off Flixton Road at the junction with Carrington Road (B5158)
Accommodation	Accommodation Ground floor: Hall, two reception rooms, kitchen First floor: Three bedrooms, bathroom Exterior: Large garden to the front, smaller rear garden
Note	The property is in need of full refurbishment but is situated in a pleasant location overlooking the River Mersey and open fields beyond
EPC Rating	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £80,000 +

“

I am just writing to say a big thank you to you and your team for your help and advice regarding the sale of my property. Your optimistic and efficient spirit was very gratefully received. Thank you once again.

”

Pauline Bishop,
Baguley,
Wythenshawe

Start time is 2:00pm

Lot 84

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21 Lowton Avenue, Moston, Manchester M9 4LH

Two bedroom mid terrace property

Directions	Turn off Church Lane on Moston Vale onto Norman Road West and right onto Lowton Avenue
Accommodation	Ground Floor: Hallway, two separate reception rooms, fitted kitchen First Floor: Two bedrooms with built in cupboards, modern bathroom Externally: Pavement fronted, small yard to rear
Notes	The property has double glazing, central heating and is alarmed
EPC rating	Band D
Possession	Vacant
Viewing	Auction department 0161 443 4740

Guide Price: £50,000 – £55,000

EDWARD
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you MUST read the notices to prospective buyers!



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

Three bedroom semi detached property

Directions	Off Marlborough Road (A6010)
Accommodation	Ground floor: Entrance porch, cloak-room/wc, lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear. Parking space to 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



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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, telephone, internet bidder will be notified and the deposit will be returned as soon as reasonably possible. Banks processes may cause delays in refunds for some card payments.
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 see i-bidder.com

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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