

**Residential Auction**  
Wednesday 12th June 2013  
Registration from 1.00pm  
Auction start time 2.00pm

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

**0161 443 4740**

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

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**auCTION**

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

**Openwork**



from our last auction

Glebe Lodge  
Stockport



Substantial detached  
former care home

Guide price: £200,000

**Sold for £231,000**

Pritchard Street  
Stretford



Three bedroom end  
terraced property

Guide price: £80,000

**Sold for £100,000**

Elm Road  
Oldham



Three bedroom terraced  
property

Guide price: £45,000

**Sold for £60,000**

Yeadon Road  
Gorton



Three bedroom  
semi-detached property

Guide price £55,000

**Sold for £73,000**

Tytherington Court  
Macclesfield



Two bedroom  
ground floor flat

Guide price: £45,000

**Sold for £68,000**

Wilmslow Road  
Heald Green



Two bedroom  
terraced property

Guide price £75,000

**Sold for £95,000**

# auction dates for 2013

## Auction

Wednesday 12th June 2013

Tuesday 23rd July 2013

Wednesday 18th September

## Closing Date

14th May 2013

25th June 2013

20th August 2013

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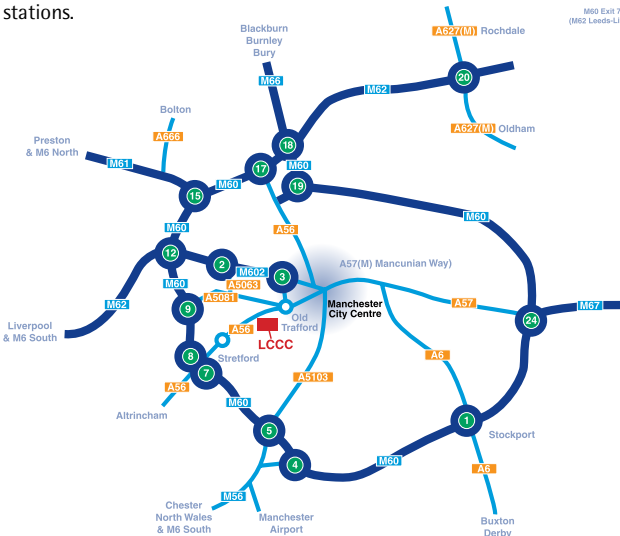
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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/Atrincham, 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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*'The Commercial Property Auctioneers'*

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i-bidder.com

Roger Hannah and Edward Mellor have teamed up with i-bidder to enable you to watch and bid in our Property Auction online.



### Three simple steps:

1. Browse our catalogue
2. Register for the auction
3. Bid online in real time



#### Catalogues

Browse images of lots in our online catalogue



#### Live auctions

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# Order of sale for Wednesday 12th June 2013

Sale starts at 2:00pm

36 URMSTON	25 Ashfield Road	Five bedroom terraced property
37 MIDDLETON	25 Uplands	Three bedroom semi detached property
38 CLAYTON	20 Clayton Hall Road	Three bedroom terraced property
39 CLITHEROE	1 May Terrace	Two bedroom end terraced property
40 OLDHAM	25 Bardsley Vale Avenue	Two bedroom end terraced property
41 LEVENSHULME	26 Albert Road	Three storey terrace property
42 PLATT BRIDGE	22 Walthew Lane	Two bedroom terraced property
43 WITHINGTON	69 Davenport Avenue	Three bedroom terraced property
44 OLDHAM	19 Drake Close	Two bedroom first floor flat
45 LOWER OPENSHAW	12 Brigham Street	Two bedroom terraced property
46 STOCKPORT	190 Stockport Road	Three bedroom semi detached property
47 STOCKPORT	206 Stockport Road	Semi detached property in two flats
48 STOCKPORT	208 Stockport Road	Semi detached property in two flats
49 BLACKLEY	1127 Rochdale Road	Four bedroom end terraced property
50 SWINTON	The Hollies, 279 Rake Lane	Six bedroom detached property
51 GORTON	15 Glencastle Road	Three bedroom terraced property
52 CLAYTON	38 Ben Street	Two bedroom terraced property
53 BURNLEY	51 Leyland Road	Two bedroom terrace property
54 SALE	Oakleigh House, 50 The Avenue	Portfolio of 9 s/c apartments
55 VICTORIA PARK	3 Merwood Avenue	Three bedroom semi detached property
56 LOWER OPENSHAW	16 Brigham Street	Two bedroom terraced property
57 LEVENSHULME	1031-1033 Stockport Road	Two terraced properties with PP
58 HARPURHEY	9 Beech Mount, Off Rochdale Rd	Four bedroom modern town house
59 ROCHDALE	2 Nixon Street	Substantial property in two self contained flats
60 LOWER OPENSHAW	18 Brigham Street	Two bedroom terraced property
61 BLACKLEY	5 Hilbury Avenue	Two bedroom terraced property
62 FALLOWFIELD	The Old House at Home	Student investment producing + £43,000 p.a
63 BUXTON	27 Cromford Place	Three bedroom town-house
64 MILES PLATTING	61 Canada Street	Two bedroom terraced property
65 NEWTON HEATH	61 Averill Street	Three bedroom terraced property
66 CLAYTON	5 Coatbridge Street	Two bedroom terraced property
67 NELSON	165 Smith Street	Two bedroom terraced property
68 PRESTWICH	412-414 Bury Old Road	13 bedroom former HMO plus detached property
69 LONGSIGHT	241-243 Dickenson Road	Pair of semi detached in 10 s/c flats
70 MOSTON	21 Lowton Avenue	Two bedroom terraced property
71 MOSTON	84 Waverley Road	Three bedroom end terraced property
72 WALLASEY	Flat 15a, Pier House	One bedroom apartment
73 STOCKPORT	65 Spathfield Court	Two bedroom ground floor flat
74 BOSTON	Franklins Lodge	Grade II listed 20 bedroom former care home



# Order of sale for Wednesday 12th June 2013

Sale starts at 2:00pm

75 STALYBRIDGE	56 Ridge Hill Lane	Three bedroom end terraced property
76 WHITWORTH	594 Market Street	Two bedroom end terraced property
77 FARNWORTH	84 King Street	Three bedroom semi detached property
78 CHESTERFIELD	1 Lindisfarne Court, Walton Road	One bedroom ground floor apartment
79 MARPLE	Holly Barn Farm, Turf Lea Fold	House & stables on circa 9 acres land
80 NEWTON HEATH	9 Marguerita Road	Four bedroom detached property
81 WITHINGTON	24 Heyscroft Road	Three bedroom semi detached property
82 HEALD GREEN	94 Baslow Drive	Four bedroom town house & one bed flat
83 SALFORD	165 Gerald Road	Two bedroom semi detached property



## PRELIMINARY ANNOUNCEMENT

### Available in our July Auction

We have been retained to offer the following three lots in our July Auction.

#### Mijas Golf

Two bedroom, two bathroom duplex penthouse with FREE CAR

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#### Campo Mijas

Four bedroom villa with one bedroom apartment

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#### Mijas Golf

One bedroom apartment with spectacular views

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Please contact us if you wish to be informed of any further international property or indeed want to make a bid on any of the above.

**Call us today on 0161 443 4740.**



## **2 The Laurels, High Lane, Stockport SK6 8JT**

### **Five bedroom detached property**

#### **Directions**

From our Marple office turn left onto Hollins Lane and turn right at the traffic lights onto Stockport Road. Turn left at the traffic lights onto Hibbert Lane and proceed onto Upper Hibbert Lane and then onto Windlehurst Road. Turn left onto Andrew Lane and then third right onto Fairacres Road. Turn first right into The Laurels where No-2 is located at the head of the cul de sac easily identified by our Edward Mellor For Sale board.

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#### **Overview**

This is a LARGE five bedroom detached home in a very QUIET and PRIVATE location, a perfect FAMILY HOME. The local park, canal, sports facilities, shops and restaurants are all within EASY WALKING DISTANCE, providing a great environment for growing families. A viewing is essential to fully appreciate the accommodation on offer and to understand just how quiet and peaceful the location is.

Boasting three reception rooms, five double bedrooms, four bathrooms, large gardens and a detached double garage, The Laurels was built in 2002 and still retains an affluent feel 10 years on, occupying a superb position at the head of a quiet cul de sac.

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### Accommodation

The accommodation is impressive: A large entrance hallway with stairs leading to the upper floors. Extensive family lounge with patio doors to the rear garden. A further lounge to escape the children, which opens through to the conservatory. A light and airy office or snug or dining room. The dining kitchen which gives access to the utility room.

To the first floor there are three bedrooms and a family bathroom. The large master bedroom benefits from a separate dressing room and en-suite shower room. The second bedroom also benefits from en-suite facilities.

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**EPC Rating**            C

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**Possession**            Vacant possession will be offered on completion

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**Viewing**                Strictly by appointment with the Auction Department on 0161 443 4740

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“ I am delighted with the way the sale of my mother's property has been handled at your auction, the price reached of £60,000 exceeds the original guideline price.  
I feel your offices have worked in an excellent and professional capacity I was kept informed on a weekly basis by e-mail from your offices, regarding the interest shown in the property.  
If your services are needed in the future I would definitely use Edward Mellor again  
Thanking you for all your work. ”

Sid Brown  
37 Bodmin Crescent, Stockport  
Guide Price: £47,000 +  
Sold for £60,000



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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](mailto:peter@conveyancingoldham.co.uk)



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## 25 Ashfield Road, Urmston, Manchester M41 9AN

Five bedroom terraced property

**Directions** Directly off Stretford Road (B5213)

**Accommodation** Ground floor: Entrance hall, through lounge/dining room, dining kitchen, cellars  
First floor: Three bedrooms, bathroom  
Second floor: Two bedrooms  
Exterior: Gardens to the front and rear, the rear being in need of attention, but extremely long

**EPC Rating** G

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Start time is 2:00pm

Lot 37

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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** G

**Possession** Tenanted - let on a Regulated Tenancy at £3536 per annum. Next rent review due 11 August 2013. Due to the nature of the tenancy, it is not possible for a mortgage to be obtained on the property

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

Guide Price: £70,000 +

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Lot 38



## 20 Clayton Hall Road, Clayton, Manchester M11 4WH

Three bedroom terraced property

<b>Directions</b>	Directly off Ashton New Road (A662)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen, ground floor wc First floor: Three bedrooms, shower room Exterior: Rear yard
<b>Note</b>	Gas central heating. Much sought after location opposite Clayton Hall
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £60,000+

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

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Start time is 2:00pm

Lot 39

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## 1 May Terrace, Billington, Clitheroe BB7 9NB

Two bedroom end terraced property

<b>Directions</b>	Off Whalley Road which is off the roundabout where the A59 meets the A666
<b>Accommodation</b>	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
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £80,000+

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Lot 40



## 25 Bardsley Vale Avenue, Oldham OL8 3HZ

Two bedroom end terraced property

<b>Directions</b>	Directly off Ashton Road (A627)
<b>Accommodation</b>	Ground floor: Small hall, two reception rooms, walk-in pantry, kitchen First floor: Two bedrooms - one with a small walk in dressing room, shower-room Exterior: Larger than average rear yard
<b>Note</b>	Gas central heating. Pleasant location within walking distance of Medlock Country Park
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £55,000+

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Start time is 2:00pm

## Lot 41



### 26 Albert Road, Levenshulme, Manchester M19 2FP

#### Three storey terraced property

<b>Directions</b>	Albert Road off Stockport Road (A6)
<b>Accommodation</b>	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
<b>Notes</b>	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
<b>EPC</b>	On order
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £125,000 to £150,000**

## Lot 42



### 22 Walthew Lane, Platt Bridge, Wigan WN2 5AN

#### Two bedroom mid terrace property

<b>Directions</b>	The property is located on Walthew Lane (A573) close to the junction with Liverpool Road/Platt Street (A58)
<b>Accommodation</b>	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Small front garden, yard to rear
<b>Notes</b>	The property is partially double glazed and has gas central heating
<b>EPC rating</b>	Band D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



**Guide Price: £30,000 to £35,000**

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Lot 43



## 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** F

**Possession** Tenanted - let on a Regulated Tenancy at £3614 per annum. Next rent review due 14 June 2013. Due to the nature of the tenancy, it is not possible for a mortgage to be obtained on the property.

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

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Guide Price: £80,000 +

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

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Start time is 2:00pm

## Lot 44



## 19 Drake Close, Oldham OL1 3EL

### Two bedroom first floor flat

<b>Directions</b>	Drake Close is located off Crompton Street, Rochdale Road (A671)
<b>Accommodation</b>	Not inspected Ground floor: Private hallway and stairs to; First floor: Flat: two bedrooms, bathroom, dining kitchen, lounge
<b>Note</b>	Communal heating system and double glazing
<b>EPC rating</b>	On order
<b>Possession</b>	Tenanted - let on a twelve month AST from 10/04/12 at £95 per week
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed.

**Guide Price: £25,000**

## Lot 45



## 12 Brigham Street, Openshaw, Manchester M11 2JR

### Two bedroom mid terrace property.

<b>Directions</b>	Brigham Street, off Meech Street close to Openshaw Park
<b>Accommodation</b>	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	The property is let by way of an assured shorthold tenancy, we are advised that the rent is £400 PCM, lease to be provided in legal pack
<b>EPC</b>	On order
<b>Possession</b>	Tenanted unless otherwise stated
<b>Viewing</b>	Auction department 0161 443 4740

**Guide Price: £40,000 to £50,000**

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Lot 46



## 190 Stockport Road, Cheadle Heath, Stockport SK3 0NW

Three bedroom semi-detached property

<b>Directions</b>	On A560 between Stockport and Cheadle close to Morrisons
<b>Accommodation</b>	Ground floor: Entrance porch, hall, lounge with doors to dining room, extended kitchen with built in oven and hob, large cellars First floor: Three bedrooms, bathroom with separate shower cubicle Exterior: Gardens to the front and rear.
<b>Note</b>	Gas central heating and double glazing. Completion on this lot will be six weeks after exchange of contracts or earlier by arrangement
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £80,000+

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0161 443 4740

Start time is 2:00pm

Lot 47

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## 206 Stockport Road, Cheadle Heath, Stockport SK3 0LX

Semi-detached property split into two flats

<b>Directions</b>	On A560 between Stockport and Cheadle close to Morrisons
<b>Accommodation</b>	Ground floor: Flat B: Lounge, kitchen, bedroom bathroom (not inspected) First floor: Flat A: Lounge, kitchen, two bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway providing off road parking to rear.
<b>Note</b>	Independent gas central heating and double glazing. Photos are of Flat A.
<b>EPC Rating</b>	Flat B - D Flat A - D
<b>Possession</b>	Tenanted - Flat B let on a six month AST from 10/04/12 at £425 per month. Flat A let on a six month AST from 12/10/12 at £549 per month
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £110,000+

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Lot 48



## 208 Stockport Road, Cheadle Heath, Stockport SK3 0LX

Semi-detached property split into two flats

<b>Directions</b>	On A560 between Stockport and Cheadle close to Morrisons
<b>Accommodation</b>	Ground floor: Flat B: Lounge, kitchen, bedroom bathroom (not inspected) First floor: Flat A: Lounge, kitchen, two bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway providing off road parking.
<b>Note</b>	Independent gas central heating and double glazing. Photos are of Flat A.
<b>EPC Rating</b>	Flat B - D Flat A - D
<b>Possession</b>	Tenanted - Flat B let on a six month AST from 05/10/12 at £95 per week (£411pcm). Flat A let on a six month AST from 02/04/11 at £100 per week (£433pcm)
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £110,000+

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Start time is 2:00pm

Lot 49

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## 1127 Rochdale Road, Blackley, Manchester M9 7FW

Four bedroom end terraced property BY ORDER OF THE LPA RECEIVERS

**Directions** On the main A664 close to Sandy Brow and the junction with Middleton Old Road

**Accommodation** Not inspected but believed to comprise:  
Ground floor: Entrance hall, lounge, dining room, kitchen  
First floor: Four bedrooms, bathroom  
Exterior: Gardens to the front and rear.

**Note** Gas central heating and double glazing

**EPC Rating** E

**Possession** Tenanted - let on a six month AST from 29/08/11 at £120 per week

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

Guide Price: £55,000+

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Lot 50



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

Six bedroom detached period property standing in approximately one acre

<b>Directions</b>	Bolton Road (A666), Queensway, Rake Lane near Clifton Station
<b>Accommodation</b>	Ground Floor: Porch, hall, three reception rooms, kitchen, pantry, WC, cellars First Floor: Four bedrooms, bathroom. Second Floor: Two bedrooms Exterior: Substantial grounds including lawned garden, paddock/pony turn-out area with stables, terraced woodland garden. Outbuildings. Garage
<b>Note</b>	Many original features, built circa 1876 and in need of refurbishment. It has considerable history and is centrally heated by a multi-fuel burner with original style cast iron radiators
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £265,000+

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Start time is 2:00pm

Lot 51

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## 15 Glencastle Road, Gorton, Manchester M18 7QH

Three bedroom terrace property

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

**Accommodation** Ground Floor: Hall, lounge/ dining room, 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 on completion

**Viewing** Auction Department 0161 443 4740

Guide Price: £50,000+

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## Lot 52



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

#### Vacant two bedroom terrace property

**Directions** Ben Street is located off Ravensbury Road, off Bank Street from the A662 (Ashton New Road)

**Accommodation** We have been unable to gain access into this property but from a visual inspection and from previous property sold by us it may comprise:  
Ground Floor: Two rooms  
First Floor: Two rooms and bathroom area  
Externally: Pavement fronted, yard to rear

**EPC rating** EPC on order assumed G as vacant shell

**Possession** Vacant on completion

**Viewings** External viewing only, any persons entering the property do so at their own risk and neither the vendor or Edward Mellor will accept any liability for any injury or damage

**Guide Price: £15,000**

## Lot 53



### 51 Leyland Road, Burnley BB11 3DR

#### Two bedroom terraced house

**Directions** Off Blakey Street, off Belvedere Road (A6114)

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

**EPC Rating** D

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Guide Price: £14,000+**

Start time is 2:00pm

Lot 54

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**Oakleigh House, 50 The Avenue, Sale, Cheshire, M33 4PH**  
**Portfolio of nine self contained apartments and freehold interest**

**Directions**                    The properties are located on The Avenue which is recognised as Sale's premier residential location

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**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.

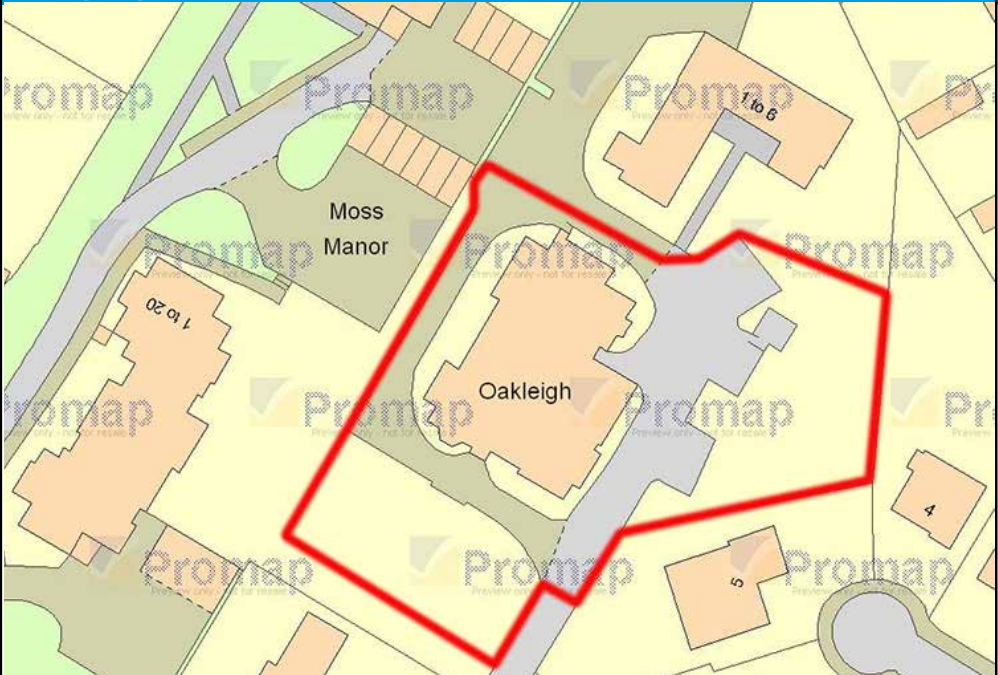
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The majority of the apartments are ready to refurbish to a high standard which should result in a portfolio of sound investment properties that will attract high rents and higher than average resale values as is common within this particular catchment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

**Guide Price: £625,000**

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**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

**Viewing**

Auction department on 0161 443 4740

**EPC Rating**

On order

Start time is 2:00pm

## Lot 55



### 3 Merwood Grove, Victoria Park, Manchester M14 5GE

#### Three bedroom semi detached property

<b>Directions</b>	Off Longford Place, off Daisybank Road, off Plymouth Grove (A5184)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen with built in oven and hob First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway. Garage
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: Refer to Auctioneers**

## Lot 56



### 16 Brigham Street, Openshaw, Manchester M11 2JR

#### Two bedroom mid terrace property.

<b>Directions</b>	Brigham Street, off Meech Street close to Openshaw Park
<b>Accommodation</b>	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	The property is let by way of an assured shorthold tenancy, we are advised that the rent is £400 PCM, lease to be provided in legal pack
<b>EPC</b>	Band D
<b>Possession</b>	Tenanted unless otherwise stated
<b>Viewing</b>	Auction department 0161 443 4740

**Guide Price: £40,000 to £50,000**

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Lot 57



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

Pair of terrace properties with PP for two separate dwellings

**Directions** The property is located on the A6 on Stockport Road in a row of residential properties

**Details** Former café with rooms over three floors, planning permission exists for conversion back to two separate dwellings reference 098564/FO/2012/N2

**Accommodation** Ground Floor: 95.4 Sq m (1,026 sq ft)  
First Floor: 47 sq m (506 sq ft)  
Second Floor: 16.6 sq m (178 sq ft)  
NIA 159 sq m (1,710 sq ft)  
Externally: Garden fronted, yard to rear

**EPC** Band C

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

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Guide Price: £175,000 to £200,000

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Start time is 2:00pm

Lot 58

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## 9 Beech Mount, Off Rochdale Road, Harpurhey, Manchester M9 5XS

### Four bedroom, three bathroom modern mews property

<b>Directions</b>	The property is located on Beech Mount off Rochdale Road (A664) near to Harpur Mount Primary School
<b>Accommodation</b>	We have not been able to gain access into the property but are advised that it comprises:  Hallway, cloakroom/WC, lounge, dining room, kitchen, four bedrooms, en-suite to master, family bathroom Externally: Driveway to front, enclosed rear garden
<b>Notes</b>	The property is let by virtue of an AST at £700 PCM, lease details will be verified in the legal pack
<b>EPC rating</b>	Rated C
<b>Possession</b>	Tenanted at completion
<b>Viewing</b>	Refer to auctioneers 0161 443 4740

Guide Price: £80,000 to £90,000

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## 2 Nixon Street, Rochdale OL11 3JN

Substantial property as two self contained flats

<b>Directions</b>	Nixon Street is located directly off Manchester Road (A664)
<b>Accommodation</b>	Ground floor: Hallway, bedroom area, lounge area, kitchen area, bathroom area First floor: bedroom area, corridor leading to bathroom, lounge area, kitchen area Exterior: Small rear yard
<b>Planning</b>	Planning permission has been granted for change of use and conversion of dwelling to form two self contained flats. Planning ref: 08/D51471
<b>Note</b>	Each flat has a separate gas central heating system, double glazing. Further planning and building regulation information can be found in the legal pack. The property is suited to cash buyers only
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Start time is 2:00pm

## Lot 60



## 18 Brigham Street, Openshaw, Manchester M11 2JR

### Two bedroom mid terrace property.

<b>Directions</b>	Brigham Street, off Meech Street close to Openshaw Park
<b>Accommodation</b>	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	The property is let by way of an assured shorthold tenancy, we are advised that the rent is £400 PCM, lease to be provided in legal pack
<b>EPC</b>	On order
<b>Possession</b>	Tenanted unless otherwise stated
<b>Viewing</b>	Auction department 0161 443 4740

**Guide Price: £40,000 to £50,000**

## Lot 61



## 5 Hilbury Avenue, Blackley, Manchester M9 8AS

### Two bedroom terrace property

<b>Directions</b>	Hilbury Avenue is located off Connington Avenue, Slack Road
<b>Accommodation</b>	Ground floor: Hallway, lounge, kitchen diner First floor: Two bedrooms, bathroom Exterior: Forecourt to the front, rear garden
<b>Note</b>	Gas central heating and double glazing.
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Viewing Auction Department 0161 443 4740

**Guide Price: £43,000+**



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**0161 443 4290**

Start time is 2:00pm

Lot 62

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

#### Pair of cluster flats with 9 bedroom in total in popular location for student

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

**Details** The property was converted recently into high specification cluster flats for the ever popular student accommodation market serving both Manchester universities especially the Owens Park Campus area, all the renovation has been done to regulations and full planning permission was granted

**Accommodation** Accommodation comprising:

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

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

Guide Price: £375,000 to £400,000

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Lot 62



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**Notes** The property has 9 AST agreements at £100 per week per unit over 11 months/48 weeks therefore the income over a 48 week period is £43,300.

The tenancy agreements will be available in full in the legal pack

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**EPC ratings** 74 Braemar rated C  
76 Braemar rated C

---

**Possession** Tenanted unless otherwise stated

---

**Viewing** Viewings on this lot are available strictly by appointment only: contact the auction department on 0161 443 4740

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Guide Price: £375,000 to £400,000

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Start time is 2:00pm

Lot 63

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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** Photographs taken prior to the commencement of the tenancy. UPVC double glazing

**EPC Rating** F

**Possession** Tenanted - Assured Shorthold Tenancy from 03 April 2013 to 02 January 2014 at £525pcm

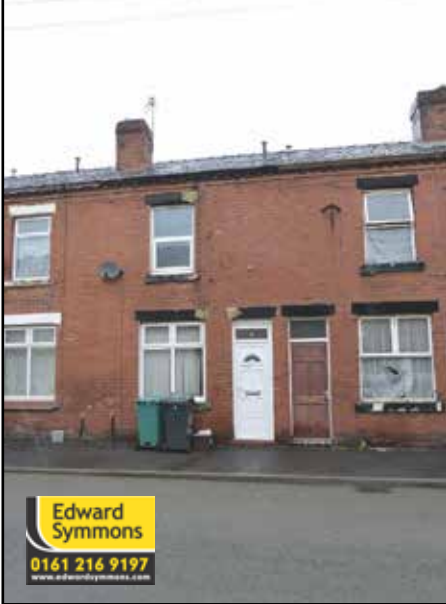
**Viewing** Strictly by appointment Auction Department 0161 443 4740

Guide Price: £62,000+

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Start time is 2:00pm

## Lot 64



### 61 Canada Street, Miles Platting, Manchester M40 8AE

Two bedroom mid terrace property.

<b>Directions</b>	Canada Street, off New Street, off Oldham Road (A62)
<b>Accommodation</b>	Ground Floor: Lounge, dining kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	The property is let by way of an assured shorthold tenancy, we are advised that the rent is £375 PCM, lease to be provided in legal pack
<b>EPC</b>	On order
<b>Possession</b>	Tenanted unless otherwise stated
<b>Viewings</b>	Auction department 0161 443 4740

**Guide Price: £30,000 to £35,000**

## Lot 65



### 61 Averill Street, Newton Heath, Manchester M40 1PH

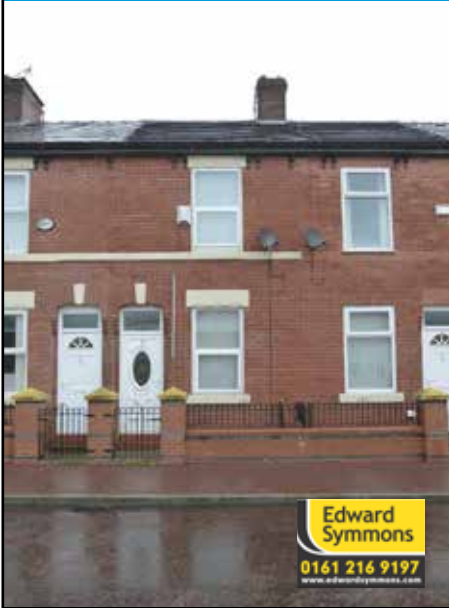
Three bedroom terraced property

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

**Guide Price: £58,000+**

Start time is 2:00pm

## Lot 66



### 5 Coatbridge Street, Clayton, Manchester M11 4RH

#### Two bedroom mid terrace property

<b>Directions</b>	Coatbridge Street is off Clayton Hall Road, off Ashton New Road (A556)
<b>Accommodation</b>	Ground floor: Lounge, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	The property is let by way of an assured shorthold tenancy, we are advised that the rent is £400 PCM, lease to be provided in legal pack
<b>EPC</b>	On order
<b>Viewing</b>	Auction department 0161 443 4740
<b>Possession</b>	Tenanted unless otherwise stated

**Guide Price: £40,000 to £45,000**

## Lot 67



### 165 Smith Street, Nelson, Lancashire BB9 9HL

#### Two bedroom terraced property

<b>Directions</b>	Off Barkerhouse Road, off Leeds Road (A56)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Three bedrooms, bathroom, separate wc Exterior: Rear yard
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	External viewing only - fire damaged
<b>Note</b>	BY ORDER OF THE MORTGAGEES IN POSSESSION

**Guide Price: £14,000+**



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Start time is 2:00pm

Lot 68

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

Large thirteen 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 414 the end of terrace comprises:

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

First Floor: 9 bedsits, 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: £300,000 to £350,000

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Lot 68



**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: £300,000 to £350,000

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Start time is 2:00pm

Lot 69

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## 241 & 243 Dickenson Road, Longsight, Manchester M13 0YW

Substantial pair of semi detached properties split into ten self contained flats.

Directions	Dickenson Road A6010 close to Aycliffe Grove and Clarence Road
Accommodation	Both properties comprise: Ground Floor: Communal hallway and five one bedroom flats over three storeys. Basement: Large chambers to both sides
Details	Pair of substantial semi-detached properties in ten self contained apartments set on site circa 0.32 acres (0.13 Hectares) set in a popular residential location favoured by investors for the student housing market being it close to the Universities and City Centre
Planning	There maybe scope to redevelop the entire site into new build apartments or alternative uses such as children's day care centre, school or offices, private college, GP surgery, dentist, solicitors etc subject to the necessary planning permission: the basements may also be ideal for conversion to flats subject to consents. Interested parties can obtain planning advice by calling Mellor Dowd on 0161 443 4500
EPC Rating	All are on order
Possession	Tenanted unless otherwise stated. The owners have indicated that they can offer vacant possession on all flats if required
Viewing	Viewings are available strictly by appointment only via the auction department 0161 443 4740

Guide Price: £650,000 to £700,000

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Lot 70



## 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

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Guide Price: £50,000 to £55,000

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Start time is 2:00pm

## Lot 71



## 84 Waverley Road, Moston, Manchester M9 4LX

### Three bedroom end terrace property

<b>Directions</b>	Waverley Road, off Church Lane, off Lightbowne Road (B6393)
<b>Accommodation</b>	Ground Floor: Lounge, living room, kitchen First Floor: Three bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	The property is let by way of an assured shorthold tenancy, we are advised that the rent is £500 PCM, lease to be provided in legal pack
<b>EPC</b>	On order
<b>Possession</b>	Tenanted unless otherwise stated
<b>Viewing</b>	Auction department 0161 443 4740

**Guide Price: £45,000 to £50,000**

## Lot 72



## 15a Pier House, Tower Promenade, Wallasey CH45 2JY

### One bedroom apartment

<b>Directions</b>	The continuation of Marine Promenade, off A554 Rowson Street
<b>Accommodation</b>	NOT INSPECTED Ground Floor: Communal hallway with stairs and lift to upper floors Second Floor: Lounge with open plan kitchen area, double bedroom, bathroom
<b>Note</b>	Double glazing. The view shown is from the front of the building and not the view from the apartment
<b>EPC Rating</b>	B
<b>Possession</b>	Tenanted - let on a twelve month AST from 01/04/2012 at £465 pcm
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

**Guide Price: £38,000+**

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Lot 73



## 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, spacious lounge with picture window, lovely re-fitted kitchen with built in oven and hob, two bedrooms, modern re-fitted bathroom  
Exterior: Communal gardens and parking

**Note** The property has double glazed windows and underfloor heating and is conveniently located for Stockport town centre and public transport into both Stockport and Manchester. Having been impressively renovated, it is now ready to move a tenant into or even yourself

**EPC rating** E

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

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**Guide Price: £80,000+**

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Start time is 2:00pm

Lot 74

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## Franklin's Lodge, 120-122 High Street, Boston PE21 8TH

Grade II listed 20 bedroom former care home

<b>Directions</b>	The property is located on High Street in between Oxford Street and St Ann's Street
<b>Accommodation</b>	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
<b>Notes</b>	The property is centrally heated and floor plans are available in the legal pack
<b>EPC rating</b>	Exempt as Grade II listed
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction department 0161 443 4740

Guide Price: £250,000

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Lot 75



## 56 Ridge Hill Lane, Stalybridge, SK15 1NF

Three bedroom end terraced property

<b>Directions</b>	Directly off Stamford Street (A635)
<b>Accommodation</b>	Ground floor: Entrance vestibule, lounge, kitchen/diner with built in oven and hob, bathroom First floor: Two double bedrooms Attic: Attic room with velux window Exterior: Rear yard
<b>Note</b>	Gas central heating (back boiler) and double glazing
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £62,000+

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Start time is 2:00pm

## Lot 76



### 594 Market Street, Whitworth, Rochdale OL12 8JW

#### Two bedroom end terraced property

<b>Directions</b>	On main A671 in the centre of Whitworth
<b>Accommodation</b>	Ground floor: Entrance vestibule, lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard with hardstanding for one car
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £50,000+**

## Lot 77



### 84 King Street, Farnworth, Bolton BL4 7AP

#### Three bedroom semi detached property

<b>Directions</b>	King Street connects Market Street (A6053) with Albert Road (A575)
<b>Accommodation</b>	(Not Inspected) Ground Floor: Hall, lounge/ living room, kitchen, W.C. First Floor: Three bedrooms, bathroom Exterior: Paved to the front and rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - 6 month AST from 16/12/09 at £525pcm
<b>Viewing</b>	STRICTLY by appointment with the Auction Department on 0161 443 4740

**Guide Price: £73,000+**

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Lot 78



## 1 Lindisfarne Court, Walton Road, Chesterfield S40 3SE

### One bedroom ground floor apartment

<b>Directions</b>	Off Windsor Road, off Walton Road (A632) off Chatsworth Road (A619)
<b>Accommodation</b>	Ground floor: Communal hall. Flat: porch, hall, lounge/dining room with lovely views towards Walton Dam, kitchen with built in oven and hob, bedroom with built in wardrobes Exterior: Communal gardens, allocated parking space, ample visitors parking
<b>Note</b>	Much sought after location in the historic market town of Chesterfield at the edge of the Peak District. The flat is 15 minutes drive from the M1 and within walking distance of Morrisons.
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: £58,000+

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Start time is 2:00pm

Lot 79

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## Holly Barn Farm, 6 Turf Lea Fold, Marple, Stockport SK6 7HA

House & stables on circa 9 acres land

**Directions** The property is located on Turf Lea Road which is at the junction with Wybersley Road and The Ridge near to The Romper Public House and Restaurant

**Accommodation** Porch/hallway to front, lounge, farmhouse kitchen, utility room, three bedrooms (one in loft), en-suite shower room, family bathroom, study room/occasional bedroom in loft, large conservatory off master bedroom.

**Outside overview** There is a communal driveway used by the four immediate properties. A large gravelled quadrant to the front of the property which provides parking for several vehicles. There is also gated access to the rear where there are stables, outbuildings and more private parking facilities.

There is a good sized rear garden laid mainly to lawn with a large stone flagged patio, gravelled pathways and a generous sized area of wooden decking immediately adjacent to the conservatory. Stunning views to the rear over rolling farm land.

Guide Price: Circa £425,000

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you MUST read the notices to prospective buyers!

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Lot 79



<b>Land</b>	From information provided the grazing land included in the sale is approximately 9 acres (3.64 Ha) Or thereabouts.  The lined plan is for identification purposes only and is a guide to what is being included. All parties must make their own enquiries regarding the title plan via the legal pack and therefore the acreage is merely an approximation and must not be relied upon as factual.
<b>Notes</b>	The property has LPG central heating
<b>EPC rating</b>	Band F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Viewings are strictly by appointment only via the Auction Department 0161 443 4740

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Guide Price: Circa £425,000

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

0161 443 4740

Start time is 2:00pm

## Lot 80



## 9 Marguerita Road, Newton Heath, Manchester M40 1UF

### Four bedroom detached property

<b>Directions</b>	Off Asseaton Road, off Graver Lane, off Droylsden Road
<b>Accommodation</b>	Ground floor: Small hall, lounge, dining kitchen with patio doors First floor: Four bedrooms, bathroom Exterior: Gardens to the front, side and rear. Garage.
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £60,000 to £65,000**

## Lot 81



## 24 Heyscroft Road, Withington, Manchester M20 4XL

### Three bedroom semi-detached property.

<b>Directions</b>	Heyscroft Road is located off Parrswood Road, opposite Pytha Fold Road
<b>Accommodation</b>	Ground Floor: Hallway, lounge, dining room, modern breakfast kitchen First Floor: Landing, three bedrooms, modern bathroom Externally: Garden to front, shared side access leading to garage and garden
<b>Notes</b>	The property is immaculate throughout, has majority double glazing and gas central heating
<b>EPC rating</b>	Band D
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction department 0161 443 4740: please note all viewers will be asked to take their shoes off when going upstairs

**Guide Price: £160,000+**

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Lot 82



## 94 Baslow Drive, Heald Green, Cheadle SK8 3HP

Four bedroom town house and separate one bedroom flat

<b>Directions</b>	Off Queensway which is off Wilmslow Road (B5358)
<b>Accommodation</b>	Ground floor: Entrance hall, door to house, ground floor wc. Door to: flat which comprises lounge/ kitchen, bedroom, bathroom First floor: Lounge/dining room, kitchen with built in oven and hob, bathroom Second floor: Four bedrooms Exterior: Garden to the rear. Driveway
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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Guide Price: Circa £120,000+

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

0161 443 4740

Start time is 2:00pm

Lot 83

EDWARD  
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## 165 Gerald Road, Salford M6 6BL

Two bedroom semi detached property

<b>Directions</b>	Gerald Road is off the roundabout on the A576 Cromwell Road, close to junction with Haddon Street
<b>Accommodation</b>	Ground Floor: Porch, hallway, two reception rooms, kitchen First Floor: Two bedrooms, bathroom Externally: Small garden front, yard to rear
<b>Notes</b>	The property is a favoured student investment area close to Salford University The property is suited to cash buyers only
<b>EPC</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Guide Price: £50,000

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# Terms and Conditions

## for proxy, telephone and internet bidding

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

The completed form(s) must be delivered to Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS no later than the day before the auction. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing. Please include two forms of ID (one with photo).

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £2000,) PLUS the 0.5% (min. £495.00) Buyers Premium, for each lot. Where the lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

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

5. Unless the relevant lot is sold to the prospective purchaser, the amount of the maximum proxy or telephone bid will not be disclosed to the vendor or any other person whether before or after the sale without the consent of the prospective purchaser.
6. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
7. The auctioneer will make no additional charge for this service, and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity or instructions, late arrival of a proxy bid authorisation form, failure to contact a telephone bidder from the auction room, or for any other reason whatsoever. Telephone/internet bidders are advised that should they become disconnected or interrupted during bidding, Edward Mellor Auctions will not be held responsible for any loss suffered in respect thereof.
8. The prospective purchaser will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. Where the bid has not been successful, the proxy, 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](http://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
Income Protection	
Pension Advice	
Will Writing	
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