

Residential Auction
Tuesday 23rd July 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

EDWARD
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auCTION

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

Openwork



from our last auction

Clayton Hall Road
Clayton



Three bedroom
terraced property

Guide price: £60,000

Sold for £69,000

Bardsley Vale Ave
Oldham



Two bedroom end
terraced property

Guide price: £55,000

Sold for £63,500

Davenport Ave
Withington



Three bedroom
terraced property

Guide price: £80,000

Sold for £92,500

Stockport Road
Cheadle Heath



semi-detached property
split into two flats

Guide price £110,000

Sold for £128,000

Rochdale Road
Blackley



Four bedroom end
terraced property

Guide price: £55,000

Sold for £67,500

Oakleigh House
The Avenue, Sale



Nine self contained
apartments

Guide price £625,000

Sold for £650,000

auction dates for 2013

Auction

Tuesday 23rd July 2013

Wednesday 18th September 2013

Wednesday 30th October 2013

Wednesday 11th December 2013

Closing Date

25th June 2013

20th August 2013

1st October 2013

12th November 2013

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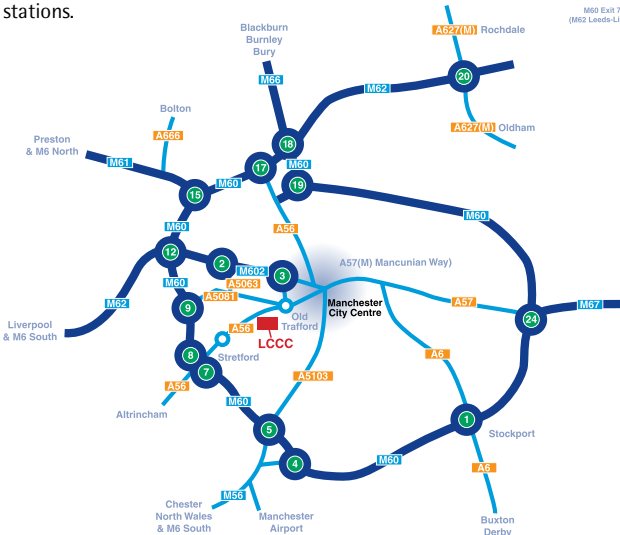
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

where is the auction room?

Lancashire County Cricket Club is located on the south side of Manchester, minutes from the M60, and has plenty of free parking. There are also good public transport links from Manchester City Centre, as follows:

Metrolink Tram Services

A regular service operates from Bury in North Manchester, Altrincham (South Manchester), and from Central Manchester. There is a connecting service to Salford Quays and Eccles. The Metrolink is also connected to both mainline railway stations, Piccadilly & Victoria, and runs to Old Trafford Station, next to the cricket ground. Tickets are available from dispensers on all stations.



Rail Services

Inter City and local services operate to both Manchester Piccadilly and Manchester Victoria stations. Each station is linked to the Metrolink Tram Service. Catch the tram service for Altrincham and alight at the Old Trafford stop which is next to the ground.

Bus Services

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

notices to prospective buyers

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

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

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

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

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

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

4. All properties are offered subject to the Common Auction Conditions, extra and special conditions, or by an addendum. You can find the Common Auction Conditions at the back of the Edward Mellor residential section of catalogue. The extra and special conditions, along with addendum, are available for inspection online prior to the start of the sale at the venue. The legal documents on each individual property are also available for inspection on the same basis. These can be downloaded from our website. If you are unsure how to utilise this documentation, we **STRONGLY** recommend you take the advice of a solicitor before attending the sale, as all prospective purchasers will be deemed to have inspected these and made the usual pre-contract enquiries before bidding or signing contracts either pre- or post-auction. In particular we would recommend that enquiries be made of the relevant Local Authority, as the local searches that are given to us may not always contain up-to-date information regarding regeneration strategies and associated compulsory purchase schemes.

5. Intending purchasers are advised to check documentation and take advice upon the exact nature of domestic tenancies on properties in which they are interested prior to bidding. Tenants who occupy on Regulated Tenancies almost undoubtedly have their security of tenure protected. Others, on Assured Shorthold Tenancies, will only have limited protection. Would-be purchasers should assure themselves that the documentation has been completed as they expect, since the auctioneers were not a party to the original lettings and cannot therefore certify the descriptions as correct. Where the catalogue states that we are "awaiting sight of tenancies", buyers should check with us that these have been received prior to bidding on the property.

Please note that it is not always possible to arrange access for surveyors to inspect properties which are tenanted, and it is therefore imperative that prospective buyers who require finance enquire about access before bidding at auction.

6. Guide prices are provided as an opinion only and are not to be taken as the reserve price, which may or may not be the same as the guide. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept. This is agreed between the vendor and the Auctioneer. This is also confidential and not disclosed to any parties.

7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by Telephone or Proxy. Forms may be found in the catalogue and these should be completed and returned with cheques to the Auctioneers before 5pm the day before the sale.

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

9. If there are any Addendum to the catalogue, these will be announced prior to the commencement of the sale and will be available in the Auction Room. Purchasers shall be deemed to purchase with full knowledge of this information.

10. On arrival at the auction you will be asked to complete a form, giving your name, address,

telephone number and your solicitor's details. In exchange you will receive a numbered bidding paddle from which we can identify you.

11. The auctioneer reserves the right to bid up to the reserve on behalf of the vendor.

12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving the Auctioneer's Clerk their name, address and solicitor's details. A deposit of 10% of the purchase price (minimum £2,000) is payable and completion usually takes place 28 days from the date of exchange. Deposits must be paid by banker's draft, building society cheque or bank counter cheque. Credit cards can be used subject to a surcharge of 2% (American Express not accepted). Personal cheques can be used if accompanied by two forms of identification (i.e. driving licence, passport or utility bill). Failure to do so may result in the property being re-offered for sale. Please note that any cheque returned unpaid by the bank, whether represented or not, will incur a charge of £25.00 which will be billed to the originator of the cheque.

13. A 0.5% Buyers Premium with a minimum of £495.00 (inclusive of VAT) will be payable by the Buyer or his/her agent for each lot purchased, at the same time as, and in addition to, the contractual deposit.

14. Keys will not be released on any property until completion has taken place. Should keys be required before the agreed completion date, then the buyer will have to arrange the usual key undertaking via their own solicitor, or complete the sale early

We hope that we have covered all the aspects usually encountered; however, the Auction Department will be pleased to assist with any other queries you may have. **Good luck!**

IMPORTANT INFORMATION

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

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

PROOF OF IDENTITY

Valid Passport

National Identity Card

Valid Photo Card Driving License

PROOF OF RESIDENCE

Current Local Authority Tax Bill

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

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

COMPANY IDENTIFICATION

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

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

Official List of Directors

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



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HANNAH
AUCTIONS
'The Commercial Property Auctioneers'

EDWARD

mellor

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

Bid online in real time or place an absentee bid prior to the sale



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Order of sale for Tuesday 23rd July 2013

Sale starts at 2:00pm

26	Romiley	23 Stockport Road	Two bedroom semi detached property
27	Levenshulme	17 Hallsville Road	Two bedroom terraced property
28	Gorton	7 Carberry Road	Three bedroom terraced property
29	Bredbury	806 Stockport Road West	Three bedroom semi detached property
30	Abbey Hey	1 Butman Street	End terraced property in two flats
31	Whalley Range	8 Deerpark Road	Semi detached property in three flats
32	Burnage	58 Overlea Drive	Three bedroom semi detached property
33	Crumpsall	3 Wareham Street	Three bedroom former HMO property
34	Levenshulme	26 Albert Road	Vacant three storey terrace with cellars
35	Reddish	77 Station Road	Two bedroom semi detached property
36	Wigan	8 Beresford Street	Two bedroom terraced property
37	Victoria Park	33 Hathersage Road	6 bedroom student HMO property
38	Rowarth	35 Chapel Street	One bedroom cottage
39	Blackley	910 Rochdale Road	Tenanted three storey HMO terrace
40	Blackley	912 Rochdale Road	Tenanted three storey HMO terrace
41	Manchester	45 Prout Street	Two bedroom terraced property
42	Longsight	6 Macfarren Street	Two bedroom terraced property
43	Manchester	42 Godwin Street	Three bedroom terraced property
44	Crumpsall	18 Kathkin Avenue	Three bedroom semi-detached property
45	Gorton	1 Odette Street	Two bedroom end terrace property
46	Colne	65 Clayton Street	Two bedroom terraced property
47	Nelson	3 Timber Street	Three bedroom terraced property
47a	Glossop	North Road	Vacant former care home, with planning permission
48	Tyldesley	"Maudaline", Upton Lane	Four bedroom detached cottage
49	Fallowfield	25 Albion Road	Large end of terrace student property
50	Victoria Park	23 Langdale Road	Seven bedroom HMO semi-detached property
51	Burnley	36 Parkinson Street	Two bedroom terraced property
52	Burnley	38 Parkinson Street	Two bedroom terraced property
53	Prestwich	412-414 Bury Old Road	Vacant pair of terrace properties with separate dwelling
54	Salford	1 Stanhope Street	Three bedroom semi-detached property
55	Salford	37 Stanhope Street	Three bedroom semi detached property
56	Moston	54 Williams Road	Two bedroom semi detached bungalow
57	Whitworth	594 Market Street	Two bedroom end terraced property
58	Preston	13 Barmouth Court	One bedroom third floor flat
59	Kidderminster	119 Stourbridge Road	Two bedroom terraced property
60	Heywood	6 Bay Street	Two bedroom terraced property
61	Oldham	378 Lees Road	Three bedroom terraced property

Order of sale for Tuesday 23rd July 2013

Sale starts at 2:00pm

62	Radcliffe	53 Bury Street	Nine bedroom detached former HMO property
63	Crumpsall	71 Parkhill Avenue	Four bedroom terraced property
64	Gorton	23 Jessop Street	Two bedroom mid terrace property
65	Burnley	9 Every Street	Two bedroom terraced property
66	Burnley	31 Grange Street	Two bedroom terraced property
66a	Warrington	1 Crosby Avenue	Three bedroom semi-detached property
67	Harpurhey	9 Beech Mount	Four bedroom, three bathroom modern mews
68	Leigh	337 Holden Road	Three bedroom semi-detached property
69	Bolton	332 Bury Road	Two bedroom terraced property
70	Oldham	2 Union Street	Three bedroom end terraced property
71	North Reddish	34 Longford Road	Three bedroom mid terrace property
72	Mossley	5 Waters Reach	Modern three bedroom mews
73	Ashton u Lyne	91 Fitzroy Street	Modern two bedroom terrace property
74	Ashton u Lyne	89 Fitzroy Street	Modern two bedroom terrace property
75	Longsight	12 Totnes Close	Two bedroom flat
76	Longsight	71 Birch Lane	Three storey seven bedroom HMO property
77	Ashton u Lyne	87 Fitzroy Street	Modern two bedroom terrace property
78	Ashton u Lyne	85 Fitzroy Street	Two bedroom terraced property
79	Salford	33 Ryall Avenue	Three bedroom terraced property
80	Swinton	The Hollies Rake Lane	Six bedroom detached property
81	Cheetham Hill	13 Rowood Avenue	Three bedroom semi-detached property
82	Delamere Park	11 Rosina Street	Three bedroom semi-detached property
83	Heaton Chapel	111 Carnforth Road	Three bedroom end terraced property
84	Oldham	37 Worsley Street	Two bedroom terraced property
85	Salford	50 Kennedy Road	Three bedroom terraced property
86	Newton Heath	9 Marguerita Road	Four bedroom detached property
87	Moston	10 Audrey Street	Two bedroom terraced property
88	Moston	15 Lizmar Terrace	Two bedroom terraced property
89	Harpurhey	6 Clevedon Street	Two bedroom terraced property
90	Manchester	31 Beckett Street	Two bedroom mid terrace property

Preliminary Announcement



74-76 Church Lane, Moston, Manchester M9 5UQ

Two large bay fronted properties in four flats.

Directions Off Rochdale Road (A664)

Accommodation The properties comprise two x two bedroom flats and two x one bedroom flats which when fully let are expected to produce over £21,000 of rent. Currently in the process of being renovated, it is the vendor's intention to rent out two of the units whilst leaving two vacant so prospective purchasers can view them internally. Each flat will have double glazing, it's own utilities and gas central heating and the two rented out will be unfurnished. To the rear is a large communal rear garden with access to a further community garden. The EPCs will be done once the renovations have finished

Viewing Auction Department 0161 443 4740

Note To be offered for sale in our next auction on 18 September 2013 unless sold prior

Available in September unless sold prior

“ Hi Louise,

We are very pleased with the results of the whole process and the great efforts you and the team made in drumming up the interest and handling the pre-auction offers. Had we used the usual private-treaty estate agent method I am sure we would still be doing viewings and waiting for an exchange of contracts.

Thanks for all your hard work.

”

Settside Projects Ltd
206 & 208 Stockport Road, Cheadle Heath
Guide: £220,000
Sold for £243,000

“ Good Morning Louise,

My Brother attended the auction and said exactly as you say that it was difficult to get the bidding going and it did well to hit the 69K. You obviously know your stuff!!

Thanks so much for all of your help with this and I won't hesitate to recommend yourselves to friends or family.

”

Keith Jones
20 Clayton Hall Road, Clayton
Guide: £60,000
Sold for £69,000

Be Part of an Exciting New Service

Edward Mellor is delighted to announce our new Buying Consultancy – an innovative Auction service aiming to improve the customer experience for buyers.



Over recent years, the increase in owner-occupiers choosing the auction route to purchase their next home has been considerable. But often first time bidders can feel confused, overwhelmed and unsupported during the process.

The Buying Consultancy is the first of its kind by any Auctioneer, and will take the time and effort out of the process by offering personal, expert advice and support on matters such as finding a property, bidding, finance and mortgages.

Experienced auction buyers can also take advantage of professional help locating investment opportunities, growing a portfolio and choosing the right financial products.

What's more, this service is offered completely free of charge!

Start time is 2:00pm



www.edwardmellor.co.uk

Auction Surveyor Andy Thompson has taken the role of our first full-time Buying Consultant. He said:

"Having worked at Edward Mellor for eight years, I cannot wait to get going with this new role.

"In today's market there are countless people who want to invest in property but simply don't have the confidence or knowledge to take advantage of doing so through auction.

"With my new role I want to take the stress out of property auctions and show that anyone can benefit from this route of buying - and as someone who's been through that all nail biting experience as a First Time Buyer buying at auction, I'd like to think I'm perfectly placed to do so."

Andy will be at the Auction, so please come over and have a chat about how this new service can help you.



Andy Thompson
Buying Consultant

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SK1 1DS

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email: auction@edwardmellor.co.uk

0161 443 4740

you MUST read the notices to prospective buyers!

Preliminary Announcement



Warrington House, OL6 7PR and 62 Stamford Street, OL6 6QH, Ashton under Lyne

Warrington House Details

14 x 1 and 2 bedroom apartments (6 x 1 bed and 8 x 2 bed)

13 of the 14 apartments are above average size with many interesting features.

The apartments are all in excellent condition.

The building and apartments were fully refurbished within the last 10 years.

Each apartment has its own individual parking space.

Current rental income is £81,500 per annum and we believe there is scope to increase the rents to provide an annual income of £88,800.

The information has been provided by the landlord and we have not seen certified accounts for either property.

Contact for more information 0161 304 0615

you MUST read the notices to prospective buyers!

Preliminary Announcement



* Please note the top pictures only relate to Warrington House.

Stamford Street Details

6 x 1 bedroom apartments.

1 apartment has recently been refurbished.

Current rental income is £20,000 per annum; with improvements to the specifications we would anticipate an increase in rents to £25,000 per annum.

The two buildings are being sold as a single lot providing 20 apartments with a total income of £101,500.

However we believe these rents could be increased to circa £113,000.

Guide Price £950,000

Contact for more information 0161 304 0615

you MUST read the notices to prospective buyers!

Lot 26



23 Stockport Road, Romiley, Stockport SK6 3AA

Two bedroom semi detached property BY ORDER OF THE LPA RECEIVERS

Directions In the centre of Romiley on the main B6104 which is off Barrack Hill (A627)

Accommodation Not inspected
Ground floor: Lounge with small arch to dining room, kitchen, utility room, separate WC, cellar
First floor: Two bedrooms, bathroom with shower cubicle
Exterior: Please refer to the legal to ascertain what is included in the sale

EPC Rating On order

Possession Tenanted - although we have at this stage no evidentiary proof, we are informed by the tenants of the following:
The lease was signed in September 2012 and is for a period of 10 years. The rent is £500 per month, with a 10% rent increase to take effect after 5 years. The property was rented unfurnished. It is essential that you refer to the legal pack for more information

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

Guide Price: £55,000+

Lot 27



**17 Hallsville Road, Levenshulme
M19 3JQ**

Two bedroom terrace property

Directions Turn off Barlow Road onto Elsa Road and left at the bottom onto Hallsville Road which is cul-de-sac. Located next to East Levenshulme Cricket Club

Accommodation Ground Floor: Living room, dining kitchen, bathroom
First Floor: Two bedrooms
Externally: Garden fronted, yard to rear

Notes The property requires refurbishment and as such is suited to cash buyers, there is no fixed heating system, the property has some double glazed windows

EPC rating On order

Possession Vacant on completion

Viewing Auction department 0161 443 4740

Guide Price: £45,000

Lot 28



**7 Carberry Road, Gorton,
Manchester M18 8PG**

Three bedroom terraced property

Directions Off Chapman Street, off Hyde Road (A57)

Accommodation Not inspected
Ground floor: Lounge, dining room, kitchen
First floor: Three bedrooms, bathroom
Exterior: Rear yard

Note Gas central heating

EPC Rating On order

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

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

Guide Price: £40,000 to £45,000

Lot 29



806 Stockport Road West, Bredbury, Stockport SK6 2BQ

Three bedroom semi-detached property

Directions	On the main B6104 close to Stockport Town Centre
Accommodation	Ground floor: Entrance porch, hall, lounge, separate dining room, kitchen, extensive useable cellars with access to the rear garden First floor: Three large bedrooms which could easily be split into four, bathroom Exterior: Gardens to the front and rear. Driveway providing off road parking for several vehicles. Garage.
Note	Gas central heating and double glazing. Pleasant views over fields to rear.
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £95,000+

Lot 30



1 Butman Street, Abbey Hey, Manchester M18 8TG

End terraced property in two flats

Directions	Off Abbey Hey Lane, off Capital Road, off Ashton Old Road (A635)
Accommodation	Not inspected Ground floor: Flat 1a: Open plan lounge/kitchen, bedroom, shower-room, private rear yard First floor: Flat 1b: Lounge, kitchen, two bedrooms, shower-room
Note	Double glazing and independent gas central heating systems. The interior photos were taken prior to the tenants moving in.
EPC Rating	1a: On order 1b: D
Possession	Tenanted: 1a - six month AST from 26/06/12 at £400pcm, this property was carpeted by the tenant so these are not included in the sale. 1b - six month AST from 29/01/13 at £411.66pcm
Viewing	Auction Department 0161 443 4740

Guide Price: £65,000+

Lot 31



8 Deerpark Road, Whalley Range, Manchester M16 8FR

Substantial semi detached property in three flats

Directions Off Alexandra Road South opposite Alexandra Park, off Wilbraham Road (A6010)

Accommodation Basement: Extensive cellars
Ground floor: Hall. Flat 1 - Lounge, dining kitchen, bedroom, bathroom
First floor: Flat 2 - Lounge, kitchen, two bedrooms, bathroom
Second floor: Flat 3 - Lounge, kitchen, bedroom, bathroom
Exterior: Gardens to the front and rear. Driveway

Note Each flat has an independent central heating system

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £195,000+

Lot 32



58 Overlea Drive, Burnage, Manchester M19 1LS

Three bedroom semi detached property

Directions	Overlea Drive is located off Green End Road, Kingsway (A34)
Accommodation	Ground floor: Entrance hall, lounge, kitchen, toilet, store room First floor: Three bedrooms, bathroom Exterior: Gardens to three sides, driveway
Note	Gas central heating
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £75,000+

Lot 33



3 Wareham Street, Crumpsall, Manchester M8 5RA

Bay fronted three bedroom HMO terrace property

Directions The property is located close to North Manchester General Hospital off Delaunays Road, opposite St Matthew's Church

Accommodation Ground Floor: Hallway, lounge, bedroom, storage space, fitted kitchen
First Floor: Two bedrooms, shower room/WC
Externally: Pavement fronted, small rear yard, communal rear garden

Notes The property has double glazing and central heating

EPC rating On order

Possession Vacant on completion

Viewing Auction department 0161 443 4740

Guide Price: £50,000 to £60,000

Lot 34



26 Albert Road, Levenshulme, Manchester M19 2FP

Three storey terraced property.

Directions	Albert Road off Stockport Road (A6)
Accommodation	Partially inspected due to building works Ground Floor: Hallway, three reception rooms, kitchen area, cellar First Floor: Not inspected Second Floor: Not inspected Externally: Garden to front, shared rear access, small yard area
Notes	The property needs full refurbishment and may be suitable for conversion to HMO or flats subject to the necessary consents: interested parties are therefore advised to consult with Manchester City Council Planning department to make their own enquiries
EPC	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £125,000

Lot 35



77 Station Road, Reddish, Stockport SK5 6ND

Two bedroom semi detached property

Directions	Off Gorton Road (B6167)
Accommodation	Ground floor: Entrance hall, lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway. Garage
Note	Double glazing. The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £65,000+



Lot 36



**8 Beresford Street, Wigan
WN6 7LH**

Two bedroom end terraced property

Directions Off Meadows Street, off Railway Street, off Woodhouse Lane (B5375)

Accommodation Not inspected
Ground floor: Vestibule, lounge, dining kitchen, utility room, bathroom
First floor: Two bedrooms
Exterior: Rear yard

Note BY ORDER OF THE MORTGAGEES IN POSSESSION

EPC Rating C

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £42,000+

Lot 37



**33 Hathersage Road, Victoria
Park, Manchester M13 0EJ**

Six bedroom student HMO property

Directions The property is located close to Manchester Royal Infirmary and the universities, close to Richmond Grove

Accommodation Ground Floor: Hallway, bedroom, lounge, kitchen
First Floor: Two bedrooms, two bathrooms
Second Floor: Three bedrooms
Externally: Parking to front, yard to rear

Notes The property has double glazing and central heating and is used as an HMO for the student market

EPC rating Rated D

Possession Vacant on completion

Viewings Auction department 0161 443 4740

£170,00 to £180,000

Lot 38



35 Chapel Street, Rowarth, High Peak SK22 1EF

One bedroom cottage

Directions Off Thornsett turn into Sitch Lane, left into Laneside Road, continue past Little Mill Inn, turn right into Brookside which runs into Chapel Street

Accommodation Not inspected but reported to be
Ground floor: Lounge, kitchen
First floor: Bedroom
Exterior: Rear yard with external WC

Note Rewired and upvc double glazed in 2013. Rural village location. Due to the nature of the tenancy, it is not possible for a mortgage to be obtained on the property

EPC Rating G

Possession Tenanted - let on an Assured Tenancy at £2028 per annum

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

Guide Price: £95,000+

Lot 39



910 Rochdale Road, Manchester M9 7EL

Three storey HMO terrace property

Directions

Accommodation Ground Floor: Hallway, communal lounge, modern kitchen, WC and shower room, bedroom
First Floor: Landing, three bedrooms, bathroom
Second Floor: Large bedsit
Basement: Two chambers
Externally: Yard to rear

Notes Central heating and majority double glazing

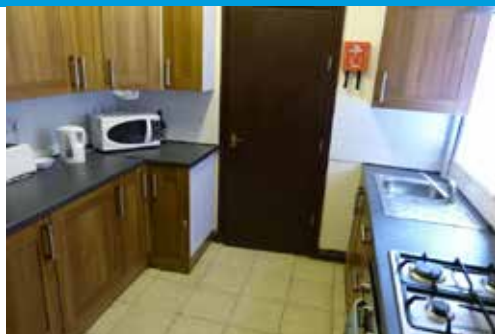
Tenancy Tenancy details to follow

EPC rating Rated E

Viewings Viewings are available strictly by appointment only: Auction department 0161 443 4740

Guide Price: £115,000

Lot 40



912 Rochdale Road, Manchester M9 7EL

Three storey HMO terrace property

Directions

Accommodation Ground Floor: Hallway, communal lounge, modern kitchen, WC and utility room, bedroom
 First Floor: Landing, three bedrooms, bathroom
 Second Floor: Two bedroom
 Basement: Two chambers
 Externally: Yard to rear

Notes Central heating and majority double glazing

Tenancy Tenancy details to follow

EPC rating Rated E

Viewings Viewings are available strictly by appointment only: Auction department 0161 443 4740

Guide Price: £115,000

Lot 41



**45 Prout Street, Longsight,
Manchester M12 4PA**

Two bedroom terraced property

Directions	Off Northmoor Road, off East Road, off Stockport Road (A6)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating
EPC Rating	D
Possession	Tenanted - six month AST from 20/01/13 at £475 per month
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £50,000+

Lot 42



**6 Macfarren Street, Longsight,
Manchester M12 4WX**

Two bedroom terraced property

Directions	Off Barnby Street, off Northmoor Road, off East Road, off Stockport Road (A6)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating
EPC Rating	E
Possession	Tenanted - six month AST from 26/04/13 at £260 per month
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £42,000+

Lot 43



42 Godwin Street, Abbey Hey, Manchester M188GS

Three bedroom terraced property

Directions Off Long Street, Constable Street, Lees Street, Ogden Lane, Cornwall Street / Chapman Street, Hyde Road (A57)

Accommodation Ground Floor: Reception room, kitchen
First Floor: Three bedrooms, bathroom
Exterior: Rear yard

Note Double glazing and central heating

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £49,000

Lot 44



18 Kathkin Avenue, Crumpsall, Manchester M8 4QL

Three bedroom semi detached property

Directions Off Kearsley Road, off Bank Road, off Crumpsall Lane

Accommodation Not inspected
Ground floor: Entrance hall, lounge, dining kitchen, conservatory
First floor: Two bedrooms, bathroom
Exterior: Gardens to the front and rear, the rear being not directly overlooked

Note Gas central heating and double glazing. Pleasant cul-de-sac location

EPC Rating C

Possession Tenanted - six month AST from 18/6/09 at £500 per month

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

Guide Price: £64,000+

Lot 45



1 Odette Street, Gorton, Manchester M18 7BS

Two bedroom end terrace property

Directions Odette Street, off Mount Road, close to junction with Stanley Road

Accommodation Ground Floor: Open plan living room through dining kitchen
First Floor: Two bedrooms, bathroom
Externally: Pavement fronted and covered rear yard

Notes The property has double glazing and central heating

EPC rating Rated E

Possession Vacant on completion

Viewing Auction department 0161 443 4740

Guide Price: £40,000 to £45,000

Lot 46



**65 Clayton Street, Colne
BB8 0HJ**

Two bedroom terraced property

Directions Off Bold Street, off Colne Lane, off Craddock Road (A56)

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

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £23,000+

Lot 47



**3 Timber Street, Brierfield,
Nelson BB9 5NR**

Three bedroom terraced property

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

Accommodation Ground floor: Entrance hall, lounge, kitchen
First floor: Three bedrooms, bathroom
Exterior: Rear yard

EPC Rating G

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £19,000+

Lot 47a



Former Partington Care Home, North Road, Glossop SK13 7AX

Substantial former care home

Directions	Located off North Road, within walking distance of Glossop village
Description	Substantial period property standing in it's own grounds within the Howard Park Conservation Area and benefitting from direct access to Howard Park itself. The size of this former care home provides the potential for many different uses
Planning	The property has the added benefit of planning permission for conversion to 5 large luxury residential dwellings (4 x 4 bedroom and 1 x 3 bedroom). This can be found on High Peak Borough Council's website under planning application number HPK/2012/0432
Note	The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £550,000+

Lot 48



Maudelain, Upton Lane, Tyldesley, Manchester M29 8NY

Attractive detached cottage style four bedroom property

Directions The property is located off Manchester Road (A577) on Upton Lane at the bottom of the road on the unadopted road continuation

Accommodation Ground Floor: Porch, entrance hallway, downstairs WC, three reception rooms overlooking garden to rear and side, large well appointed family breakfast kitchen
First Floor: Three bedrooms, en-suite to second bedroom, family bathroom
Second Floor: Master bedroom with bespoke windows and en-suite bathroom, additional store room off landing
Externally: Off road parking, integral garage, stunning gardens to side and rear with views over fields to rear

History Known locally and historically as Gas Works Cottage, this property has been carefully and lovingly extended to provide a beautiful family home with well tended gardens, the property is in good order throughout and has three genuine bathrooms and a downstairs WC.

Guide Price: £175,000 to £200,000

Lot 48



Notes	The property has double glazing, central heating and is in good order throughout
EPC rating	Rated D
Possession	Vacant on completion
Viewing	Strictly by appointment with the auction department 0161 443 4740

Guide Price: £175,000 to £200,000

email: auction@edwardmellor.co.uk

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Lot 49



**25 Albion Road, Owens Park,
Fallowfield, Manchester M14 6LU**
HMO student property close to Owens Park

Directions	Turn off Wilmslow Road (A6010) along Furness Road and continue along to Albion Road turning right, the property is located on the corner of Cawdor Road
Accommodation	Ground Floor: Hallway, two bedrooms, open plan living room/kitchen First Floor: Three bedrooms, bathroom Externally: Yard to rear
Notes	The property has double glazing and central heating
EPC rating	Rated E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

£170,000 to £180,000

Lot 50



**23 Langdale Road, Victoria
Park, Manchester M14 5PW**
Substantial semi-detached HMO property

Directions	The property is located on Langdale Road off
Accommodation	Ground Floor: Hallway, two bedrooms, dining room, kitchen, conservatory First Floor: Four bedrooms, two bathrooms Second Floor: Bedroom Externally: Gardens to front and rear
Notes	Majority double glazed and centrally heated
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

£190,000 to £210,000

Lot 51



**36 Parkinson Street, Burnley
BB11 3LS**

Two bedroom terraced property

Directions	Off Clarence Road, off Todmorden Road
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Tenanted - six month AST from 05/04/13 at £275pcm
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £18,000+

Lot 52



**38 Parkinson Street, Burnley
BB11 3LS**

Two bedroom terraced property

Directions	Off Clarence Road, off Todmorden Road
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Tenanted - six month AST from 20/02/12 at £275pcm
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £18,000+

Lot 53



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: £275,000

Lot 53



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

Guide Price: £275,000

Lot 54



1 Stanhope Road, Salford M6 7HY

Three bedroom semi detached property

Directions Off Duchy Road, off Bank Lane, off Broad Street (A6)

Accommodation Ground floor: Entrance hall, lounge, kitchen, ground floor WC
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front, side and rear. Driveway.

Note Gas central heating and double glazing

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £58,000+

Lot 55



37 Stanhope Road, Salford M6 7HY

Three bedroom semi detached property

Directions	Off Duchy Road, off Bank Lane, off Broad Street (A6)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, shower-room/WC First floor: Three bedrooms, bathroom, WC Exterior: Gardens to the front and rear, the rear having a pleasant open aspect
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £58,000+

Lot 56



54 Williams Road, New Moston, Manchester M40 0AP

Two bedroom semi detached bungalow

Directions	Off St Marys Road, off Oldham Road (A62)
Accommodation	Ground floor: Entrance porch, lounge, kitchen, two bedrooms, shower-room Exterior: Paved gardens to the front and rear. Driveway. Carport
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £67,000+

Lot 57



594 Market Street, Whitworth, Rochdale OL12 8JW

Two bedroom end terraced property

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

Guide Price: £45,000+

Lot 58



13 Barmouth Court, Cromer Place, Ingol, Preston PR2 3XR

One bedroom third floor flat

Directions	Off Barry Avenue, off Cottam Avenue, off Tag Lane (B5411)
Accommodation	Ground floor: Communal hall First floor: Hall, bathroom/wc, bedroom, lounge with far reaching views, kitchen Exterior: Communal parking and grounds
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £15,000

Lot 59



119 Stourbridge Road, Kidderminster DY10 2QB

Two bedroom terraced property

Directions	On the main A451 near the junction with Chester Road North
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £35,000+

Lot 60



6 Bay Street, Heywood OL10 4TS

Two bedroom terraced property

Directions	Off Ash Street, of Peel Lane, off George Street, off Bridge Street (A58)
Accommodation	Ground floor: Lounge, kitchen, shower room First floor: Two double bedrooms Exterior: Rear yard
Note	Double glazing. Pleasant location overlooking allotments with fields beyond
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £45,000+

Lot 61



378 Lees Road, Oldham OL4 5EP

Three bedroom mews property

Directions	Lee Road (A669) is located directly off the junction with Huddersfield Road and Oldham Way (A62)
Accommodation	Ground floor: Lounge with store cupboard, kitchen diner First floor: Three bedrooms, bathroom Exterior: Front garden, garage to the rear
Note	Gas central heating
EPC	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £50,000+

Lot 62



53 Bury Street, Radcliffe, Manchester M26 2GB

Former HMO detached property in large garden

Directions The property is located on Bury Street (A6053) close to Bealey Community Hospital and Radcliffe Parish Church

Accommodation Ground Floor: Vestibule, entrance hallway, 3 bedrooms, lounge, dining room, two kitchens

Annex: Laundry room, two offices, WC

Basement: Four cellar chambers

First Floor: 6 bedrooms, two with en-suite facilities, bathroom, WC

Externally: Large lawn garden to rear, patio area and off road parking

Notes The property was previously used as an HMO residential care home, has double glazing and central heating. The property requires a modicum of updating throughout.

Guide Price: £125,000 to £150,000

Lot 62



Planning	The property may lend itself to other uses, subject to planning permission and therefore parties interested in change of use or alternative redevelopment are advised to consult with the local planning department or contact Mellor Dowd Planning Services on 0161 443 4500
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Guide Price: £125,000 to £150,000

email: auction@edwardmellor.co.uk

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Lot 63



71 Parkhill Avenue, Crumpsall, Manchester M8 4QZ

Four bedroom terraced property

Directions	Off Delaunays Road, off Crumpsall Lane, off Middleton Road (A576)
Accommodation	Ground floor: Entrance hall, lounge, dining room, spacious kitchen, cellars First floor: Four bedrooms, bathroom Exterior: Gardens to the front and rear, the rear being larger than usual
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £65,000+

Lot 64



23 Jessop Street, Gorton, Manchester M18 8TZ

Two bedroom mid terrace property

Directions	Jessop Street off Chapman Street off Hyde Road (A57)
Accommodation	Ground Floor: Hallway, bedroom/reception room, living room, kitchen, bathroom First Floor: Two bedrooms Externally: Pavement fronted, yard to rear
Notes	Notes: The property is tenanted as an 2 year HMO producing £475 PCM, the lease will be contained in the legal pack with the HMO licence. It has electric heaters and double glazing
EPC rating	Rated F
Possession	Tenanted at completion unless otherwise stated
Viewing	Viewings are available strictly by appointment with the auctioneers office THE TENANTS MUST NOT BE DISTURBED

Guide Price: £45,000 to £50,000

Lot 65



**9 Every Street, Burnley
BB11 4LX**

Two bedroom terraced property

Directions Off Raglan Road, off St Matthew Street (B6239), off Manchester Road (A682)

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

EPC Rating G

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £13,000+

Lot 66



**31 Grange Street, Burnley
BB11 4JZ**

Two bedroom terraced property

Directions Off St Matthew Street (B6239), off Manchester Road (A682)

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

EPC Rating G

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £13,000+

Lot 66a



1 Crosby Avenue, Bewsey, Warrington WA5 0DL

Three bedroom end mews property

Directions Off Longshaw Street, off Folly Lane, off Kerfoot Street, off Winwick Road (A49)

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

Note Gas central heating and double glazing

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: Refer to Auctioneer

Lot 67



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

Four bedroom, three bathroom modern mews property

Directions The property is located on Beech Mount off Rochdale Road (A664) near to Harpur Mount Primary School

Accommodation 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

Notes The property is let by virtue of an AST at £700 PCM, lease details will be verified in the legal pack

EPC rating Rated C

Possession Tenanted at completion

Viewing Refer to auctioneers 0161 443 4740

Guide Price: £70,000 to £80,000

Lot 68



337 Holden Road, Leigh WN7 2HG

Three bedroom semi detached property

Directions	Off the A572 at the junction with Chapel Street and Manchester Road
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway
Note	Gas central heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £85,000+

Lot 69



**332 Bury Road, Tonge Fold,
Bolton BL2 6DD**

Two bedroom terraced property

Directions	On main A579 near Crompton Way
Accommodation	Not inspected Ground floor: Entrance vestibule, lounge, kitchen/diner First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £45,000+

Lot 70



**2 Union Street, Glossop
SK13 8LT**

Three bedroom terraced property

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

Guide Price: £55,000+



Lot 71



34 Longford Road, Reddish, Stockport SK5 6UX

Three bedroom mid terrace property

Directions	Longford Road is the one way system off Gorton Road (B6137) at the crossroad junction with Longford Road West
Accommodation	Ground Floor: Hallway, dining kitchen through to living room First Floor: Three bedrooms, bathroom Externally: Front walled garden, rear lawn garden with decking patio area, on street parking
Notes	The property has double glazing and central heating and needs a modicum of updating
EPC rating	Rated D
Possession	Vacant on completion
Viewings	Auction department 0161 443 4740

Guide Price: £60,000

Lot 72



5 Waters Reach, Mossley, Ashton-under-lyne OL5 9FG

Modern three bedroom end of mews property

Directions	Waters Reach is off Manchester Road (A635) near Hob Mill Rise
Accommodation	Ground Floor: canopy porch, hallway, lounge, dining kitchen, downstairs WC First Floor: three bedrooms, en-suite shower to master bedroom, family bathroom Externally: Front garden with pathway, enclosed rear garden with lawn and patio. Parking provision for two vehicles
Notes	The property has double glazing and central heating. There is a tenant in occupation who has been served a section 21 notice to quit.
EPC rating	Rated B
Possession	Currently tenanted, upon successful eviction of tenant vacant
Viewing	Refer to auction department 0161 443 4740

Guide Price: £130,000

Lot 73



91 Fitzroy Street, Ashton-under-lyne OL7 0JG

Modern two bedroom terrace property

Directions	From Stockport Road (A6107) turn left along Birch Street and second right onto Fitzroy Street
Accommodation	Ground Floor: Hallway, open plan lounge and dining room, modern fitted kitchen, downstairs WC and utility room First Floor: Two bedrooms, bathroom Externally: Pavement fronted, yard to rear
Notes	The property is tenanted at a rent of £500 PCM and the lease will be available in the legal pack. It has double glazing and central heating
EPC rating	Rated: C
Possession	Tenanted at completion unless otherwise stated
Viewings	VIEWINGS ARE AVAILABLE ON THIS LOT BY APPOINTMENT ONLY: contact the auction department on 0161 443 4740

Guide Price: £70,000

Lot 74



89 Fitzroy Street, Ashton-under-lyne OL7 0JG

Modern two bedroom terrace property

Directions	From Stockport Road (A6107) turn left along Birch Street and second right onto Fitzroy Street
Accommodation	Ground Floor: Hallway, open plan lounge and dining room, modern fitted kitchen, downstairs WC and utility room First Floor: Two bedrooms, bathroom Externally: Pavement fronted, yard to rear
Notes	The property is tenanted at a rent of £500 PCM and the lease will be available in the legal pack. It has double glazing and central heating
EPC rating	Rated: C
Possession	Tenanted at completion unless otherwise stated
Viewings	VIEWINGS ARE AVAILABLE ON THIS LOT BY APPOINTMENT ONLY: contact the auction department on 0161 443 4740

Guide Price: £70,000

Lot 75



12 Totland Close, Longsight M12 5RY

Two bedroom ground floor garden flat.

Directions Totland Close is off Pink Bank Lane off Stanley Grove or East Road in Longsight

Accommodation Ground Floor: Hallway, L-shaped lounge/dining room, separate kitchen, two bedrooms, bathroom
Externally: Garden to rear, driveway to front

Notes The property benefits from gas central heating and double glazing

EPC On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £45,000 to £50,000

Lot 76



71 Birch Lane, Longsight, Manchester M13 0WW

Three storey HMO terraced property

Directions

Accommodation Ground Floor: Hallway, two bedrooms, bathroom, open plan living room/ kitchen
First Floor: Three bedrooms, bathroom
Second Floor: Two bedrooms
Basement: Two cellar chambers
Externally: Garden fronted, yard to rear

Notes The property is double glazed and centrally heated

EPC rating Rated D

Possession Vacant on completion

Viewings Auction department 0161 443 4740

£170,000 to £180,000

Lot 77



87 Fitzroy Street, Ashton-under-lyne OL7 0JG

Modern two bedroom terrace property

Directions	From Stockport Road (A6107) turn left along Birch Street and second right onto Fitzroy Street
Accommodation	Ground Floor: Hallway, open plan lounge and dining room, modern fitted kitchen, downstairs WC and utility room First Floor: Two bedrooms, bathroom Externally: Pavement fronted, yard to rear
Notes	The property is tenanted at a rent of £500 PCM and the lease will be available in the legal pack. It has double glazing and central heating
EPC rating	Rated:
Possession	Tenanted at completion unless otherwise stated
Viewings	VIEWINGS ARE AVAILABLE ON THIS LOT BY APPOINTMENT ONLY: contact the auction department on 0161 443 4740

Guide Price: £70,000

Lot 78



85 Fitzroy Street, Ashton-under-lyne OL7 0JG

Two bedroom terrace property

Directions	From Stockport Road (A6107) turn left along Birch Street and second right onto Fitzroy Street
Accommodation	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bulkhead bathroom Externally: Pavement fronted, yard to rear
Notes	The property is tenanted at a rent of £425 PCM and the lease will be available in the legal pack. It has double glazing and central heating
EPC rating	Rated: D
Possession	Tenanted at completion unless otherwise stated
Viewings	VIEWINGS ARE AVAILABLE ON THIS LOT BY APPOINTMENT ONLY: contact the auction department on 0161 443 4740

Guide Price: £65,000

Lot 79



33 Ryall Avenue, Salford M5 3HX

Three bedroom terraced property

Directions	Off Phoebe Street, off Trafford Road (A5063)
Accommodation	Ground floor: Entrance porch, lounge with open plan room divider to dining room, kitchen First floor: Three bedrooms, bathroom, separate wc Exterior: Gardens to the front and rear
Note	Gas central heating
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £45,000+

Lot 80



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

Six bedroom detached period property standing in approximately one acre

Directions	Bolton Road (A666), Queensway, Rake Lane near Clifton Station
Accommodation	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
Note	Many original features. Deceptively spacious interior. Considerable history. Centrally heated by a multi-fuel burner with original style cast iron radiators.
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £250,000 to £260,000

Lot 81



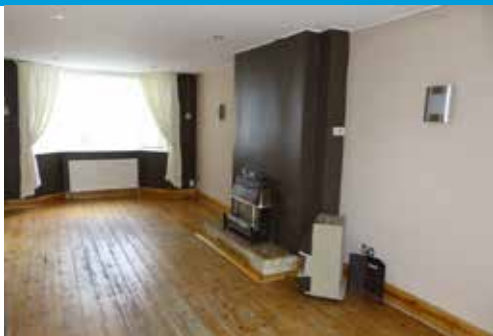
13 Rowood Avenue, Cheetham Hill, Manchester M8 0RF

Three bedroom semi detached property

Directions	Off Eckford Street, off Queens Road (A6010)
Accommodation	Not inspected but reported to be: Ground floor: Open plan through lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front, side and rear offering provision for off road parking subject to the usual planning.
Note	Gas central heating and partial double glazing. Pleasant cul-de-sac location at the top of a green
EPC Rating	On order
Possession	Tenanted - we understand that the tenant has been in situ for some 20+ years and has expressed a desire to stay. Due to the length of the tenancy, there is no formal agreement in place and the vendor advises they pay £500 pcm, some of which is funded by Housing Benefit.
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £70,000+

Lot 82



11 Rosina Street, Manchester M11 1HX

Three bedroom semi-detached with conservatory.

Directions	Rosina Street off A535 Ashton Old Road, near to Audenshaw border
Accommodation	Ground Floor: Porch, hallway, open plan lounge/dining room, kitchen, conservatory First Floor: Three bedrooms, bathroom, separate WC Externally: Front garden, driveway (shared), garage, large lawn garden with raised decking in two areas, patio with detached "summerhouse"
Notes	The property has double glazing and central heating
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Guide Price: £75,000 to £85,000

Lot 83



111 Carnforth Road, Heaton Chapel, Stockport SK4 5LJ

Three bedroom end terraced property

Directions	Off Broadstone Hall Road North, off Broadstone Road (B5169)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen, ground floor WC First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway. Garage
Note	Gas central heating and majority double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price: £75,000+

Lot 84



37 Worsley Street, Oldham OL8 2DE

Two bedroom terraced property

Directions	Off Tate Street, off Abbey Hills Road (B6194)
Accommodation	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	The property has suffered fire damage and needs a full refurbishment programme.
EPC Rating	Exempt due to fire damage
Possession	Vacant on completion
Viewing	External viewing only

Guide Price: £15,000+

Lot 85

50 Kennedy Road, Salford M5 5FT

Three bedroom terraced property

Directions	Off Tootal Road, off Weaste Lane (B5228)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen 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: £60,000+

Lot 86

9 Marguerita Road, Newton Heath, Manchester M40 1UF

Four bedroom detached property

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



Guide Price: £60,000 to £65,000

Lot 87



**10 Audrey Street, Moston,
Manchester M9 4PF**

Two bedroom terraced property.

Directions	Off Lily Lane, off Ashley Lane, off Moston Lane
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - twenty four month AST from 22/11/11 at £375 per month
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £38,000+

Lot 88



**15 Lizmar Terrace, Moston,
Manchester M9 4WG**

Two bedroom terraced property

Directions	Off Lily Lane, off Ashley Lane, off Moston Lane
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - twelve month AST from January 2011 at £375 per month
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Guide Price: £38,000+

Lot 89



6 Clevedon Street, Harpurhey, Manchester M9 5PL

Two bedroom terraced property

Directions Off Vernon Street, off Moss Brook Road, off Church Lane, off Rochdale Road (A664)

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

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £38,000+

Lot 90



31 Beckett Street, Manchester, Greater Manchester M18 7AS

Two bedroom terraced property

Directions Close to Knutsford Road off Hyde Road near Sunny Brow Park

Accommodation Ground Floor: Two reception rooms, kitchen
First Floor: Two bedrooms, bathroom
Externally: Yard to rear

Notes Majority double glazing and central heating

EPC On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Guide Price: £39,000

DO YOU NEED HELP WITH A PLANNING APPLICATION?

AT MELLORDDOWD WE UNDERSTAND THAT GETTING THE RIGHT DECISION FOR YOUR APPLICATION IS VERY IMPORTANT. WITH OVER **30 YEARS** EXPERIENCE, WE ARE EXPERTS IN HELPING COMPANIES LIKE YOURS ACHIEVE THEIR GOAL.

MELLORDDOWD CAN ASSIST WITH

- **APPLICATIONS**
- **APPEALS**
- **APPRAISALS**
- **ADVICE**
- **CONSULTATIONS**
- **CERTIFICATES OF LAWFULNESS**
- **NEGOTIATIONS**



0161 443 4290

Terms and Conditions

for proxy, telephone and internet bidding

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

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

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

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

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

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

Proxy, Telephone & Internet Bidding

Authorisation
Form

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

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

Name: _____

Buyers Name: _____

(if different)

Address: _____

Postcode _____

Telephone/
Internet:

Work: _____

Home: _____

Mobile: _____

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

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

*E-Mail: _____

Date of Auction: _____ Lot Number: _____

*Essential for internet bidding

Property Address: _____

Maximum Bid: _____ Amount of Deposit: _____

I enclose a cheque or bank draft for 10% of the maximum bid to be used as deposit (minimum deposit £2,000.00) I also enclose a cheque for the Buyers Premium of 0.5% of the maximum bid (minimum £495.00) and my two forms of ID (one with photo).

Both cheques should be made payable to Edward Mellor Ltd.

Solicitors

Name & Address: _____

Telephone No: _____ Person acting for you: _____

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

Signed: _____ Date: _____

COMMON AUCTION CONDITIONS

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

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

Introduction

The common auction conditions have three main sections:

1. Glossary

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

2. Auction Conduct Conditions

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

3. Conditions of Sale

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

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

These conditions are legally binding.

Important Notice:

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

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

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

Glossary

In the CONDITIONS wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

AGREED COMPLETION DATE

Subject to condition G9.3:

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

APPROVED FINANCIAL INSTITUTION

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

ARREARS

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

ARREARS SCHEDULE

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

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

CATALOGUE

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

COMPLETION

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

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

CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

CONTRACT

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

CONTRACT DATE

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

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

DOCUMENTS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE

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

LOT

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

OLD ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The AUCTIONEERS.

YOU (AND YOUR)

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

Auction Conduct Conditions

A1 INTRODUCTION

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

A1.2 The CATALOGUE is issued only on the basis

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

A.2 OUR ROLE

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

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER

INFORMATION

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

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

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

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

A5 THE CONTRACT

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

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

A5.3 YOU must, before leaving the AUCTION:

- 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;
- sign the completed SALE MEMORANDUM; and
- 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:

- is to be held as agent for the SELLER as stated in the SALE CONDITIONS;
- 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:

- YOU are personally liable to buy the LOT even if you are acting as an agent; and
- 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:

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