

# Residential Auction

30th April 2014

Registration from 1.00pm

Auction start time 2.00pm

The Point, Emirates Old Trafford

Talbot Road, Old Trafford, Manchester M16 0PX

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0161 443 4740

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

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

**Openwork**



from our last auction

Peel Street  
Denton



Two bedroom  
terraced property

Guide price: £35,000

**Sold for £58,500**

Bunkers Hill  
Hyde



Two bedroom  
terraced property

Guide price: £35,000

**Sold for £50,000**

Rippingham Road  
Withington



Three bedroom  
terraced property

Guide price: £100,000

**Sold for £132,000**

Broadoak Road  
Ashton



Three bedroom  
semi detached property

Guide price £65,000

**Sold for £77,000**

Coalburn Street  
Belle Vue



Three bedroom  
terraced property

Guide price: £50,000

**Sold for £62,500**

Broadfield Road  
Moss Side



Three bedroom  
terraced property

Guide price £90,000

**Sold for £102,000**

# auction dates for 2014

## Auction

30th April 2014

11th June 2014

23rd July 2014

17th September 2014

## Closing Date

1st April 2014

13th May 2014

24th June 2014

19th August 2014

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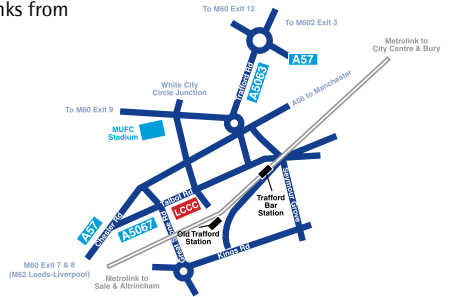
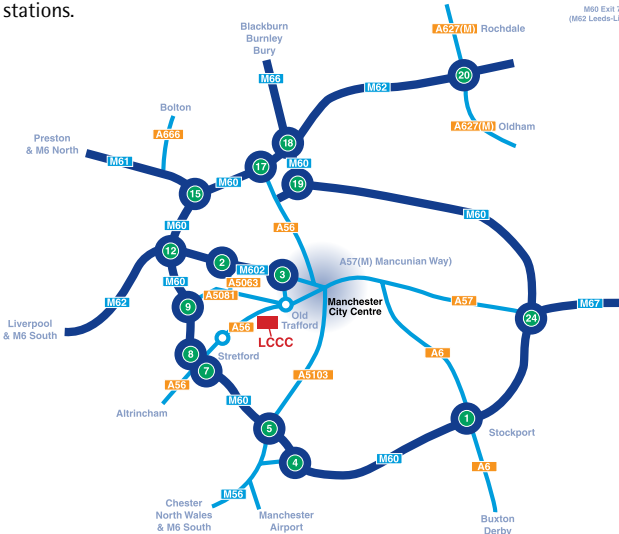
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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. Some of the lots offered have not always been in ownership for six months and as such this can have an impact on which lender to

use. We recommend you speak to one of our whole of market mortgage advisers on 0161 443 4555.

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 the catalogue. The extra and special conditions, along with addendum, are available for inspection online prior to sale day, or for one hour prior to the start of the sale at the venue. The legal documents on each individual property are also available for inspection on the same basis. These can be downloaded from our website. 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 for both the 10% deposit and the buyer premium to the Auctioneers before 5pm the day before sale day.

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

9. If there are any 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, and telephone number

and your solicitor's details. In exchange you will receive a numbered bidding paddle from which we can identify you. If you are bidding on behalf of someone else who isn't attending, we need all of this for that person as well PLUS a letter from them giving you authority to bid on their behalf.

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. Debit card is the best form of payment as it is free; however, we strongly recommend that you contact your bank before bidding to let them know what you will be doing to avoid any complications once you have been successful and are signing up.

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.

*“ Many thanks Nick.  
As I have said – very pleased with the  
way things have worked on this one  
and delighted with the result.  
You will be first in line on anything  
else that arises on your side of the hill  
in the future ”*

Bill Petch,  
Moorside Road, Swinton

## Why not save time at the auction and check the legal pack at your leisure online?

The packs are uploaded as soon as we receive them and, once you've registered to look at one, you will be notified immediately of any subsequent documents we may receive.



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## Order of sale

Sale starts at 2:00pm

40	Clitheroe	1 May Terrace	Two bedroom end terrace property
41	Droylsden	29 Hart Street	Three bedroom terrace property
42	Salford	15 Mackenzie Road	Two bedroom terrace property
43	Prestwich	163 St Anns Road	Four bedroom semi detached property
44	Crumpsall	1 Wilton Road	Five bedroom detached property
45	Rusholme	212 Maine Road	Two bedroom terrace property
46	Crumpsall	71 Moss Bank	Semi detached property in three flats
47	Rishton	2 Edward Street	Two bedroom end terrace property
48	Accrington	10 Hood Street	Three bedroom terrace property
49	Platt Bridge	24 Stanley Road	Three bedroom terrace property
50	Rishton	4 Danvers Street	Two bedroom end terrace property
51	Hindley	257 Liverpool Road	Two bedroom terrace property
52	Bolton	94 Belmont Road	Three bedroom terrace property
53	Ashton under Lyne	15 Hillgate Street	Two bedroom terrace with loft room
54	Bury	52 Cateaton Street	Two bedroom terrace property
55	Platt Bridge	48 Moss Lane	Two bedroom terrace property
56	Bury	49 Regent Street	Two bedroom terrace property
57	Bolton	6 Hengist Street	Two bedroom terrace property
58	Accrington	24 Percy Street	Two bedroom terrace property
59	Platt Bridge	9 Whistley Street	Two bedroom terrace property
60	Accrington	70 Hopwood Street	Two bedroom terrace property
61	Accrington	21 Pickup Street	Two bedroom terrace property
62	Burnley	9 Hebrew Road	Two bedroom terrace property
63	Accrington	122 Belfield Road	Two bedroom semi detached property
64	Accrington	23 Avenue Parade	Three bedroom terrace property
65	Openshaw	123 Lees Street	Three bedroom terrace property
66	Nelson	3 Romney Street	Two bedroom terrace property
67	Blackley	6 Normanton Drive	Three bedroom semi detached property
68	Farnworth	315 Plodder lane	Two bedroom terrace property
69	Accrington	66 Water Street	Two bedroom terrace property
70	Bolton	28 Hengist Street	Two bedroom end terrace property
71	Bury	15 Ormrod Street	Two bedroom terrace property
72	Bolton	High Bank Lane, Lostock	Six bedroom property with swimming pool
73	Rishton	11 Livesey Street	Two bedroom terrace property
74	Burnage	56 Westdale Gardens	Three bedroom semi detached property
75	Ashton under Lyne	15a Currier Lane	Two bedroom Jacobean era cottage
76	Radcliffe	26 Elm Avenue	Two bedroom end terrace property
77	Heywood	55 Kirkstall Avenue	Three bedroom semi detached property
78	Farnworth	16 Wellington Street	Two bedroom terrace property
79	Accrington	15 Marsden Street	Two bedroom terrace property
80	Bolton	525 Bury Road	Three bedroom terrace property
81	Accrington	15 Spring Hill Road	Two bedroom terrace property
82	Padiham	70 Russell Terrace	Two bedroom terrace property



## Order of sale

Sale starts at 2:00pm

83	Platt Bridge	78 Moss Lane	Two bedroom terrace property
84	Accrington	24 Hyndburn Street	Two bedroom terrace property
85	Huncoat	1 James Street	Two bedroom terrace property
86	Ince	9 Broomfield Terrace	Two bedroom terrace property
87	Blackley	49 Charnwood Road	Three bedroom semi detached property
88	St Helens	14 St Johns Street	Two bedroom terraced property
89	Whalley Range	Flat 9, 219 Upper Chorlton Rd	One bedroom apartment
90	Accrington	17 Hood Street	Two bedroom terrace property
91	Alkrington	47 The Heath	Three bedroom end terrace property
92	Bury	121 Newbold Street	Two bedroom semi detached property
93	Bolton	24 Beatrice Road	Two bedroom terrace property
94	Salford	51 Gerald Road	Two bedroom terrace property
95	Accrington	2 Foster Street	Two bedroom end terrace property
96	Church	11 Canal Street	Two bedroom terrace property
97	Bury	42 Nuttall Street	Two bedroom terrace property
98	Bolton	100 Tonge Moor Road	Two bedroom terrace property
99	Offerton	112a Hall Street	Two/three bedroom semi detached property
100	Bury	14 White Street	Two bedroom terrace property
101	Whalley Range	8 Withington Road	Five bedroom semi detached property
102	Accrington	134 Exchange Street	Two bedroom terrace property
103	Accrington	15 Pickup Street	Three bedroom terrace property
104	Hindley	227 Leigh Road	Three bedroom terrace property
105	Bolton	91 Loxham Street	Two bedroom terrace property
106	Platt Bridge	147 Walthew Lane	Two bedroom terrace property
107	Accrington	37 Maudsley Street	Two bedroom terrace property
108	Heaton Moor	Flat 6, Jennings Court	Two bedroom apartment
109	Clayton Le Moors	33 Barnes Street	Two bedroom terrace property
110	Bury	60 Cedar Street	Two bedroom end terrace property
111	Accrington	24 Derby Street	One bedroom terrace property
112	Darwen	41 South Street	Two bedroom terrace property
113	Blackburn	19 Dyson Street	Two bedroom terrace property
114	Farnworth	36 Masefield Drive	Three bedroom semi detached property
115	Clayton Le Moors	31 Queen Street	Two bedroom terrace property
116	Blackley	1 Coldstream Avenue	Detached former care home with 26 bedrooms
117	Astley	162 Manchester Road	6,000 sq ft property with PP for land development
118	Farnworth	188 Highfield Road	Two bedroom semi detached property
119	Openshaw	8 Gransmoor Avenue	Former bed and breakfast to be sold vacant
120	Openshaw	13 Connie Street	Two bedroom terrace property
121	Belle Vue	14 Bracewell Close	Two bedroom terrace property
122	Little Hulton	4 Mill Hill	Two bedroom semi detached property
123	Bacup	7 Birch Street	Three bedroom terrace property
124	Cale Green	20 Green Court	Two bedroom ground floor flat
125	Droylsden	1 Lyme Grove	Three bedroom semi detached property

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# **Our Customers say more about our service than we ever could**

*“Thank you so much for your personal touch, my house has sold and I can now follow my dream thanks to you guys in the auction team, I would recommend this service to anyone !! You have made the difference !!  
Many thanks ”*

*“I would like to say a huge thank u for your efforts and it was more than a pleasure doing business with you  
Thanks once again ”*

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Start time is 2:00pm

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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.

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- Understand what it is you want to achieve
- Help you understand the auction process
- Buy the right property

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Tel: **0161 443 4740** – Email: [andy.thompson@edwardmellor.co.uk](mailto:andy.thompson@edwardmellor.co.uk)

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**0161 443 4740**

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

## “Communication is the key”

As you can probably tell from the amount of properties we've got packed into this catalogue, it's been a very busy few weeks for everyone here in the auction department. So much so in fact that I am writing this blog with less than an hour to go before our printing deadline and I've got a bad case of writers block! What to do...

Conveniently, I have just received a lovely testimonial from another happy buyer which will see below and this fits in perfectly with my previous blog about our investor events. Regular receivers of the auction catalogue will know that last time I wrote about the great success of our investor event. I mentioned how the venue was buzzing with would-be investors gathering as much information as they could take in from all the experts who were on hand throughout the day. We received great feedback from people genuinely excited and confident about taking their first step on that investment ladder. But that is only part of the story. What happens to those people once they step out of our office doors and they're on their own? Yes they've just spent the afternoon grilling our experts on the buying process and they're clearly much more informed than they were two hours before, but we're not buying Mars Bars here. This is a big deal.

The one key thing I stress to every would-be investor who comes to me for advice is communication. There is no shortage of these Buy-to-let events for you to choose from but realistically, is someone talking to – or in most cases at you for an hour or two really enough for you to then take that plunge and shell out your savings on a whim? I don't think so.

Buying a property at auction is a lot more than just putting your hand up in the room on auction day. It is a process and it should start from the minute you picked up this catalogue. I am on hand at every step of the way to help you make the right move.

*“I have been a landlord now for over 10 years and recently decided to expand my portfolio. I had heard about property auctions and seen them on the TV, but I had never actually bought from auction or even attended one.*

*I was lucky enough to be introduced to Andy Thompson at one of Edward Mellors investment events.*

*Not only did he find me two suitable properties (both of which I was successful at buying in the auction), he spent time with me answering all of my questions and advising me of everything I needed to know so that come the day of the auction I was confident in what I was doing.*

*He also introduced me to Steve Ridgeway who was great and arranged the appropriate BTL finance for me and another important part of Andy's advice was to use a solicitor who was experienced in the auction process. Following this, I spoke to Peter Robinson who acted on my behalf and I have to say the overall service was invaluable and I am looking forward to working with the team again soon.”*

**Mrs W. R.**



Andy Thompson  
Buying Consultant

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Lot 40

Guide Price £80,000+



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

### Two bedroom end terraced property

<b>Directions</b>	Off Whalley Road which is off the roundabout where the A59 meets the A666
<b>Accommodation</b>	Ground floor: Vestibule, hall, lounge, dining room, breakfast kitchen, side porch, conservatory First floor: Two bedrooms, bathroom Exterior: Gardens to the front, side and rear, the side having possessory leasehold title. Detached garage. Outhouses
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 41

Guide Price £65,000



29 Hart Street, Droylsden,  
Manchester M43 7AN

Three bedroom terrace property

<b>Directions</b>	Off Market Street, off Manchester Road (A662)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to front and rear
<b>Note</b>	BY ORDER OF THE LPA RECEIVERS
<b>EPC Rating</b>	G
<b>Possession</b>	Tenanted on an Assured Shorthold Tenancy at £425 per month
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 42

Guide Price £45,000+



15 Mackenzie Road, Salford  
M7 3TH

Two bedroom terrace property

<b>Directions</b>	Off Stamford Road, off Littleton Road, off Cromwell Road (A576)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	After current tenants vacate; expected to be 24 April - Auction Department 0161 443 4740

Lot 43

Guide Price £125,000



## 163 St. Anns Road, Prestwich, Manchester M25 9QL

### Four bedroom semi detached property

<b>Directions</b>	Directly off Bury New Road (A56) opposite St Marys Park
<b>Accommodation</b>	Not inspected Ground floor: Entrance hall, through lounge/dining room, kitchen, en-suite bedroom First floor: Three bedrooms - all en-suite Exterior: Gardens to the front, side and rear with a driveway accessed via the side road
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 44

Guide Price £190,000+



## 1 Wilton Road, Crumpsall, Manchester M8 4NG

### Five bedroom detached property

**Directions** From Middleton Road (A576) turn into Ardern Road, left into Holland Road, proceed to the end and turn left where the property can be found at the junction with Middleton Road on the right

**Accommodation** Ground floor: Reception hall, lounge, sitting room, dining room, conservatory, office, ground floor WC, dining kitchen, utility room  
First floor: Five bedrooms - two with en-suite facilities, third family bathroom  
Exterior: Gardens with brick built storage building

**Note** Gas central heating and double glazing

**EPC Rating** D

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 45

Guide Price £65,000+



## 212 Maine Road, Rusholme, Manchester M14 7WQ

### Two bedroom terrace property

**Directions** Off Claremont Road, off Wilmslow Road (B5117)

**Accommodation** 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** Vacant on completion

**Viewing** Auction Department 0161 443 4740



Lot 46

Guide Price £90,000+



## 71 Moss Bank, Crumpsall, Manchester M8 5AP

### Semi detached house in three flats

**Directions** Off Ash Tree Road, off Crescent Road, off Bury Old Road (A665)

**Accommodation** Not inspected:  
 Ground floor: Flat 1 - lounge, kitchen, two bedrooms, bathroom  
 First floor: Flat 2 - lounge, kitchen, two bedrooms, bathroom  
 Second floor: Flat 3 - Lounge, kitchen, bedroom, bathroom  
 Exterior: Rear yard

**Note** Double glazing. Potential yield when fully let of 13%

**EPC Ratings** On order

**Possession** Part tenanted:  
 Flat 1 - six month AST from 11/11/13 at £420 per month  
 Flat 2 - AST from 21/11/13 at £450 per month  
 Flat 3 - vacant, previously let at £300 per month

**Viewing** Auction Department 0161 443 4740

**Lot 47**

**Guide Price £25,000**



**2 Edward Street, Rishton,  
Blackburn BB1 4JQ**

**Two bedroom end terrace property**

<b>Directions</b>	Off George Street, off High Street (A678)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 48**

**Guide Price £28,000**



**10 Hood Street, Accrington  
BB5 1BW**

**Three bedroom terrace property**

<b>Directions</b>	Off Meadow Street, off Bradshaw Street East, off Burnley Road (A679)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Three bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

## Lot 49

Guide Price £30,000



## 24 Stanley Road, Platt Bridge, Wigan WN2 3TF

### Two bedroom terrace property

Directions	Off Liverpool Road (A58)
Description	Ground Floor: Entrance hallway, lounge, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
EPC Rating	D
Possession	Tenanted - six month AST from 24 January 2014 at £320 per month
Viewing	Auction department 0161 443 4740

## Lot 50

Guide Price £25,000



## 4 Danvers Street, Rishton, Blackburn BB1 4NA

### Two bedroom end terrace property

Directions	Off Spring Street, off High Street (A678)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and partial double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



**Lot 51**

**Guide Price £39,000**



**257 Liverpool Road, Hindley,  
Wigan WN2 3HN**

**Two bedroom terrace property**

<b>Directions</b>	Liverpool Road (A58)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - twelve month AST from 11 November 2009 at £375 per month
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 52**

**Guide Price £65,000**



**94 Belmont Road, Bolton  
BL1 7AN**

**Three bedroom terrace property**

<b>Directions</b>	Off Blackburn Road (A666)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 53

Guide Price £45,000 to £55,000



## 15 Hillgate Street, Ashton-under-lyne OL6 9JA

Two bedroom terrace property with loft room

<b>Directions</b>	The property is located on Hillgate Street off Holden Street
<b>Accommodation</b>	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom with staircase to 2nd floor Second Floor: Loft room (regs not seen) Externally: Enclosed rear yard
<b>Notes</b>	The property has double glazing and gas central heating. The property has been used as a tenanted investment property for many years by the current owners and is opposite the recently constructed Ashton Central Mosque. The second floor loft room is accessed via the bathroom
<b>EPC rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 54

Guide Price £45,000+



**52 Cateaton Street, Bury  
BL9 5AW**

**Two bedroom terrace property**

<b>Directions</b>	Off Walmersley Road (A56)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and part double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 55

Guide Price £45,000+



**48 Moss Lane, Platt Bridge,  
Wigan WN2 3TQ**

**Two bedroom terrace property**

<b>Directions</b>	Off Warrington Road (A573)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a six month AST from 30/08/12 at £400 per four weeks
<b>Viewing</b>	

**Lot 56**

**Guide Price £50,000**

**49 Regent Street, Bury BL9 5AT**

**Two bedroom terrace property**



<b>Directions</b>	Regent Street off Back Hornby Street East, off Birch Street close to Walmersley Road (A56)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 57**

**Guide Price £45,000+**

**6 Hengist Street, Bolton BL2 6BX**

**Two bedroom terrace property**



<b>Directions</b>	Off Tonge Old Road, off Bury Road (A579)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a six month AST from 02/04/12 at £400 per four weeks.
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed.

**Lot 58**

**Guide Price £25,000**



**24 Percy Street, Accrington  
BB5 6TQ**

**Two bedroom terrace property**

<b>Directions</b>	Off Percy Street, off Plantation Street, off Eastgate (A680)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 59**

**Guide Price £30,000**



**9 Whistley Street, Platt Bridge,  
Wigan WN2 5BH**

**Two bedroom terrace property**

<b>Directions</b>	Off Liverpool Street (A58)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



**Lot 60**

**Guide Price £25,000**



**70 Hopwood Street, Accrington BB5 0QF**

**Two bedroom terrace property**

<b>Directions</b>	Off Hopwood Street, off Clifton Street, off Ormerod Street, off Willows Lane
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 61**

**Guide Price £25,000**



**21 Pickup Street, Accrington BB5 0EY**

**Two bedroom terrace property**

<b>Directions</b>	Off Pickup Street, off Moscow Mill Street, off Market Street (B6231)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 62

Guide Price £25,000+



## 9 Hebrew Road, Burnley BB10 1NW

Two bedroom terrace property

**Directions** Off Colne Road (A682)

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

**Note** Gas central heating and double glazing

**EPC Rating** On order

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Lot 63**

**Guide Price £32,000**



**122 Belfield Road, Accrington  
BB5 2JD**

**Two bedroom semi-detached property**

<b>Directions</b>	Off Nuttall Street, off Wellington Street, off Manchester Road (A680)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 64**

**Guide Price £65,000**



**23 Avenue Parade, Accrington  
BB5 6PN**

**Three bedroom terrace property**

<b>Directions</b>	Off Eastgate (A680)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and partial double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



Lot 65

Guide Price £45,000+



## 123 Lees Street, Openshaw, Manchester M11 1NX

### Three bedroom terrace property

<b>Directions</b>	Off Ashton Old Road (A635)
<b>Accommodation</b>	Not inspected Ground floor: Hall, lounge, dining room, modern re-fitted kitchen, cellar First floor: Three bedrooms (originally two), bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating (new boiler with two year guarantee until 27/11/15) and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - from September 2012 now re-signed on a new six month AST from 17/03/14 at £450pcm. The tenants have expressed a desire to remain in situ
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 66

Guide Price £36,000+



### 3 Romney Street, Nelson BB9 0BU

Two bedroom terrace property

**Directions** From Manchester Road turn into Lomeshaye Road, left into Hibson Road, right into Beaufort Street then 5th right into Romney Street

**Accommodation** Ground floor: Lounge with feature fireplace, modern re-fitted kitchen  
First floor: Two bedrooms, bathroom  
Exterior: Rear yard

**New room** Gas central heating and double glazing

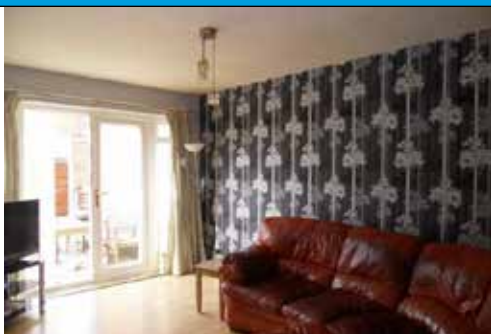
**EPC Rating** D

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 67

Guide Price £55,000+



## 6 Normanton Drive, Blackley, Manchester M9 6FZ

Three bedroom semi detached property

<b>Directions</b>	Off Leconfield Drive, off Whitemoss Road, off Rochdale Road (A664)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge with french doors, dining kitchen, ground floor WC, office/playroom First floor: Three bedrooms - one plumbed for en-suite shower, bathroom Exterior: Gardens to three sides
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 68**

**Guide Price £45,000**



**315 Plodder Lane, Farnworth,  
Bolton BL4 0JP**

**Two bedroom terrace property**

<b>Directions</b>	Plodder Lane (B6199) close to junction of Marsh Lane
<b>Description</b>	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Front garden, rear yard
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 69**

**Guide Price £25,000**



**66 Water Street, Accrington  
BB5 6OZ**

**Two bedroom terrace property**

<b>Directions</b>	Off Eastgate (A680)
<b>Description</b>	Ground Floor: Lounge, kitchen First Floor: Two bedrooms, bathroom Externally: Communal rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

## Lot 70

Guide Price £45,000+



## 28 Hengist Street, Bolton BL2 6BX

### Two bedroom end terrace property

<b>Directions</b>	Off Tonge Old Road, off Bury Road (A579)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - let on a six month AST from 14/06/11 at £400 per four weeks
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed.

## Lot 71

Guide Price £50,000 to £55,000



## 15 Ormrod Street, Bury BL9 7HF

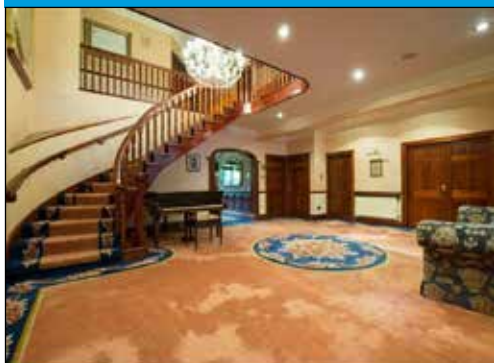
### Two bedroom terrace property

<b>Directions</b>	Ormrod Street off Heywood Street (B6219) close to Rochdale Road (A58)
<b>Accommodation</b>	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	Double glazing, central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



Lot 72

Refer to Auctioneers



## Longwood House, High Bank Lane, Lostock, Bolton BL6 4DT

### Six bedroom detached property with swimming pool.

**Directions** The property is located on High Bank Lane off Chorley New Road (A673) near the Beaumont Hospital and Bolton Golf Club

**Overview** This property was built circa 1993 is located in arguably one of Boltons finest and sought after locations. The property is situated at the head of the lane flanking Bolton Golf Club to the rear. We believe this to be a keen deal for a shrewd buyer as it offers a great deal of space and accommodation under the common £1million plus price tags for property in this area

**Accommodation in brief** Ground Floor: Vast reception hallway, four reception rooms, family dining kitchen, utility room  
 First Floor: Galleried landing with study area, six bedrooms, two with large en-suite bathrooms, quirky "Grecian style" family bathroom  
 Swimming Pool with changing rooms, pump house, sauna, jacuzzi spa and shower  
 Externally: Double garage to side, long gated driveway, lawn gardens to front and side with patio areas

**EPC rating** D

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

**Lot 73**

**Guide Price £30,000**



**11 Livesey Street, Rishton,  
Blackburn BB1 4LS**

**Two bedroom terrace property**

**Directions** Off Spring Street, off High Street (A678)

**Description** Ground Floor: Entrance hallway, living room, kitchen  
First Floor: Two bedrooms, bathroom  
Externally: Rear yard

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

**Lot 74**

**Guide Price £95,000+**



**56 Westdale Gardens, Burnage,  
Manchester M19 1JD**

**Three bedroom semi detached property**

**Directions** Off Shawbrook Road, off Errwood Road

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

**Note** Gas central heating. Pleasant open aspect to rear

**EPC Rating** On order

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740



Lot 75

Guide Price £75,000



## 15a Currier Lane, Ashton-under-lyne OL6 6TW

Jacobean era cottage with roots from early 17th century

<b>Directions</b>	Currier Lane is off Stamford Square close to the continuation of Stamford Street East (A635) near Tameside College
<b>Potted History</b>	Currier Lane was an ancient highway which originally forming part of a Roman road. The current structure dates from the early 1600s when James IV of Scotland also took the throne of England and Guy Fawkes plotted against parliament. Possibly the most interesting feature is the Cruck Frame, built from a single curved oak trunk sawn in two lengthwise and the two halves joined in an "A" shape. When the current owner purchased the cottage, the ancient features were hidden behind plasterboard studding and were only discovered during the installation of a damp proof course, causing a flurry of excitement amongst the archaeological community which has been well documented
<b>Accommodation</b>	Ground Floor: Hallway, lounge, dining kitchen First Floor: Two bedrooms, one with mezzanine level, bathroom Externally: There is an enclosed garden to the rear and side and front lawn garden
<b>Notes</b>	Double glazing, central heating
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



**Lot 76**

**Guide Price £60,000**



**26 Elm Avenue, Radcliffe,  
Manchester M26 1DR**

**Two bedroom end terrace property**

<b>Directions</b>	Off Ringley Road West (A667)
<b>Accommodation</b>	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and partial double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 77**

**Guide Price £63,000**



**55 Kirkstall Avenue, Heywood  
OL10 4UN**

**Three bedroom semi-detached property**

<b>Directions</b>	Off Cedar Avenue, off George Street, off Bridge Street (A58)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Three bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

## Lot 78

Guide Price £35,000



## 16 Wellington Street, Farnworth, Bolton BL4 7DT

### Two bedroom terrace property

<b>Directions</b>	Off Albert Road A575 by Farnworth Park
<b>Accommodation</b>	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
<b>Notes</b>	Requires some refurbishment
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

## Lot 79

Guide Price £25,000



## 15 Marsden Street, Accrington BB5 0PU

### Two bedroom terrace property

<b>Directions</b>	Off Marsden Street, off Bath Street, off Mount Street, off Victoria Street, off Brown Street, off Willows Lane
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 80**

**Guide Price £55,000**



**525 Bury Road, Bolton BL2 6DH**

**Three bedroom terrace property**

<b>Directions</b>	Bury Road (A58) close to junction of Blenheim Road
<b>Description</b>	Ground Floor: Living room, kitchen First Floor: Three bedrooms, bathroom Externally: Front garden, rear yard
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 81**

**Guide Price £25,000**



**15 Spring Hill Road, Accrington BB5 0EX**

**Two bedroom terrace property**

<b>Directions</b>	Off Spring Hill Road, off Moscow Mill Street, off Market Street (B6231)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 82**

**Guide Price £29,000**



**70 Russell Terrace, Padiham,  
Burnley BB12 7HD**

**Two bedroom terrace property**

**Directions** Off Pendle street, off Stockbridge road, off Green Lane

**Description** Ground Floor: Entrance hallway, living room, kitchen  
First Floor: Two bedrooms, bathroom  
Externally: Rear yard

**EPC Rating** D

**Possession** Tenanted - refer to legal pack

**Viewing** Auction department 0161 443 4740

**Lot 83**

**Guide Price £45,000+**



**78 Moss Lane, Platt Bridge,  
Wigan WN2 3TQ**

**Two bedroom terrace property**

**Directions** Off Warrington Road (A573)

**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** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 84

Guide Price £25,000



**24 Hyndburn Street, Accrington  
BB5 1SF**

**Two bedroom terrace property**

**Directions** Off Hyndburn Street, off Blackburn Road, off Henry Street (A679)

**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

Lot 85

Guide Price £25,000



**1 James Street, Huncoat,  
Accrington BB5 6NF**

**Two bedroom terrace property**

**Directions** Off Station Road, off Lowergate Road, off Burnley Road (A679)

**Description** Ground Floor: Entrance hallway, living room, kitchen  
First Floor: Two bedrooms, bathroom  
Externally: Rear yard

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740



**Lot 86**

**Guide Price £35,000**



**9 Broomfield Terrace, Ince,  
Wigan WN1 3DU**

**Two bedroom terrace property**

<b>Directions</b>	Off Forge Street, off Manchester Road (A577)
<b>Description</b>	Ground Floor: Entrance hallway, lounge, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - refer to legal pack
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 87**

**Guide Price £60,000+**



**49 Charnwood Road, Blackley,  
Manchester M9 6QG**

**Three bedroom semi detached property**

<b>Directions</b>	Off Chain Road, off Victoria Avenue (A6104)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen, ground floor WC First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a six month AST from 01/06/13 at £520.00 per month
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 88

Guide Price £50,000+



## 14 St. John Street, St Helens WA10 3NG

### Two bedroom terrace property

<b>Directions</b>	Off Elm Road, off Thatto Heath Road (B5413), off Prescott Road (A58)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen, bathroom First floor: Two bedrooms Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing. The vendor advises us that the tenant has never missed a payment and has expressed a desire to remain in situ. Pleasant location next to Thatto Heath Park
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a six month AST from 04/09/2012 at £425 per calendar month
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed



Lot 89

Guide Price £70,000+



## Flat 9, 219 Upper Chorlton Road, Whalley Range, Manchester M16 0DE

### One bedroom flat

<b>Directions</b>	At the Chorlton end close to the junction with Manchester Road and Seymour Grove
<b>Accommodation</b>	Ground floor: Lounge, kitchen with high spec units, AEG gas oven/hob, modern extractor, washing machine and fridge freezer, bedroom, bathroom Exterior: Lovely communal garden to rear, communal parking to front. Separate private entrance, store
<b>Note</b>	Gas central heating. Interior photographs provided by vendor. Close to Chorlton centre and Old Trafford football and cricket grounds
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - let on a twelve month AST from 30/04/13 at £575 per month
<b>Viewing</b>	Viewings are available on this lot - STRICTLY by appointment with the Auction Department 0161 443 4740

**Lot 90**

**Guide Price £23,000**



**17 Hood Street, Accrington  
BB5 1BW**

**Two bedroom terrace property**

<b>Directions</b>	Off Meadow Street, off Bradshaw Street East, off Burnley Road (A679)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - six month AST from 10 August 2010 at £90 per week
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 91**

**Guide Price £48,000+**



**47 The Heath, Alkington,  
Middleton, Manchester M24 1TE**

**Three bedroom end terrace property**

<b>Directions</b>	Off The Meadows, off Kingsway, off Manchester New Road (A664)
<b>Accommodation</b>	Ground floor: Entrance porch, hall, WC, lounge, dining room, kitchen with built in oven and hob First floor: Three bedrooms, bathroom/WC Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



Lot 92

Guide Price £95,000+



## 121 Newbold Street, Bury BL8 2RL

### Two bedroom extended semi detached property

<b>Directions</b>	Off Ainsworth Road (B6196) adjacent to Whitehead Park
<b>Accommodation</b>	Ground floor: Entrance porch, hall, open plan lounge/dining room/kitchen, conservatory First floor: Two bedrooms, bathroom Exterior: Extensive gardens to the front, side and rear. The plot itself extends to approximately 3300 sq ft
<b>Note</b>	Gas central heating (recently installed boiler) and double glazing. Planning permission for a two storey extension to the side making four bedroom accommodation - application number 57247 Bury MBC. Copies of the planning and plans are available on request. Suitable for cash buyers only
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 93

Guide Price £45,000



24 Beatrice Road, Bolton  
BL1 3BP

Two bedroom terrace property

Directions	Off Chorley Old Road (B6226)
Description	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
EPC Rating	On order
Possession	Tenanted - refer to legal pack
Viewing	Auction department 0161 443 4740

Lot 94

Guide Price £68,000+



51 Gerald Road, Salford  
M6 6DW

Two bedroom terrace property

Directions	Off Cromwell Road (A576)
Accommodation	Ground floor: Hallway, lounge, modern kitchen First floor: Two bedrooms, bathroom with corner bath Exterior: Decked and paved rear garden
Note	Gas central heating and double glazing
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

**Lot 95**

**Guide Price £35,000**



**2 Foster Street, Accrington  
BB5 6AJ**

**Two bedroom terrace property**

<b>Directions</b>	Off Burnley Road (A679)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - refer to legal pack
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 96**

**Guide Price £15,000**



**11 Canal Street, Church,  
Accrington BB5 4JU**

**Two bedroom terrace property**

<b>Directions</b>	Off Church Street, off Henry Street (A679)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - refer to legal pack
<b>Viewing</b>	Auction department 0161 443 4740



**Lot 97**

**Guide Price £55,000 to £60,000**



**42 Nuttall Street, Bury BL9 7EW**

**Two bedroom terrace**

<b>Directions</b>	Nuttall Street off Alfred Street
<b>Accommodation</b>	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Small front garden, yard to rear
<b>Notes</b>	Double glazed, no central heating boiler
<b>EPC rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 98**

**Guide Price £43,000**



**100 Tonge Moor Road, Bolton BL2 2DP**

**Two bedroom terrace property**

<b>Directions</b>	Tonge Moor Road (A676) close to junction of Scowcroft Street and opposite shops
<b>Description</b>	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## Lot 99

Guide Price £90,000+



## 112a Hall Street, Offerton, Stockport SK1 4HE

**Two/three bedroom semi detached property**

<b>Directions</b>	On the main A626
<b>Accommodation</b>	Lower ground floor: Lounge/bedroom three, dining kitchen, bathroom Ground floor: Spacious open plan lounge/dining room, modern kitchen First floor: Two bedrooms - one with built in shower cubicle, bathroom Exterior: Rear yard with fire escape from the house
<b>Note</b>	Gas central heating and double glazing. Deceptively spacious accommodation
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Lot 100

Guide Price £65,000



## 14 White Street, Bury BL8 2BN

**Two bedroom terrace property**

<b>Directions</b>	Off Bolton Road (A58)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - six month AST from 29 April 2013 at £340 per month
<b>Viewing</b>	Auction department 0161 443 4740

Lot 101

Guide Price £180,000+



## 8 Withington Road, Whalley Range, Manchester M16 8AA

### Five bedroom semi detached property

**Directions** The property is located close to the junction of Upper Chorlton Road and Chorlton Road

**Accommodation** Lower ground floor: Cellars with two chambers  
Ground floor: Hall, four reception rooms, bathroom and WC, separate WC  
First floor: Three bedrooms with bathroom/ WC and kitchen  
Second floor: Two further bedrooms  
Exterior: Lawned gardens to front with a large driveway with parking for several cars.  
Gated to the side leading to the large rear yard and six single garages which have electric and water

**Note** Gas central heating and double glazing

**EPC Rating** F

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

## Lot 102

Guide Price £25,000



### 134 Exchange Street, Accrington BB5 0JD

#### Two bedroom terrace property

**Directions** Off Exchange Street, off Richmond Road, off Willows Lane

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

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

## Lot 103

Guide Price £20,000



### 15 Pickup Street, Accrington BB5 0EY

#### Three bedroom terrace property

**Directions** Off Moscow Mill Street, off Union Road (B6231)

**Description** Ground Floor: Entrance hallway, living room, kitchen  
First Floor: Three bedrooms, bathroom  
Externally: Rear yard

**EPC Rating** D

**Possession** Tenanted - refer to legal pack

**Viewing** Auction department 0161 443 4740

**Lot 104**

**Guide Price £45,000**



**227 Leigh Road, Hindley Green, Wigan WN2 4XG**

**Three bedroom terrace property**

**Directions** Leigh Road (A578) close to Hindley Green Business Park and Hindley Green Methodist Church

**Description** Ground Floor: Entrance hall, lounge, dining kitchen  
 First Floor: Three bedrooms, bathroom  
 Externally: Front garden, rear yard

**EPC Rating** C

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

**Lot 105**

**Guide Price £35,000**



**91 Loxham Street, Bolton BL3 2PZ**

**Two bedroom terrace property**

**Directions** Loxham Street (A6053) close to junction of Whitley Street

**Description** Ground Floor: Lounge, kitchen  
 First Floor: Two bedrooms, bathroom  
 Externally: Rear yard

**EPC Rating** E

**Possession** Tenanted - six month AST from 04 September 2006 at £340 per month

**Viewing** Auction department 0161 443 4740

**Lot 106**

**Guide Price £35,000**



**147 Walthew Lane, Platt Bridge, Wigan WN2 5AE**

**Two bedroom terrace property**

<b>Directions</b>	Walthew Lane (A573) close to junction of Webster's Street and Neville Street
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 107**

**Guide Price £25,000**



**37 Maudsley Street, Accrington BB5 6AD**

**Two bedroom terrace property**

<b>Directions</b>	Off Maudsey Street, off Arnold Street, off Burnley Road (A679)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Lot 108

Guide Price £75,000+



### Jennings Court, Flat 6, 1 Derby Range, Heaton Moor, Stockport SK4 4AB

#### Two bedroom apartment

<b>Directions</b>	Off Shaw Road, off Heaton Moor Road (B5169)
<b>Accommodation</b>	Ground floor: Entrance hall, bedroom two, lounge Lower ground floor: Kitchen/breakfast room, master bedroom with en-suite shower room, bathroom Exterior: Corner situation with communal access via Derby Range
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

## Lot 109

Guide Price £25,000



### 33 Barnes Street, Clayton Le Moors, Accrington BB5 5PT

#### Two bedroom terrace property

<b>Directions</b>	Off Barnes Street, off Francis Street, off John Street, off Whalley Road (A680)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Lot 110

Guide Price £55,000+



## 60 Cedar Street, Bury BL9 7QF

## Two bedroom end terrace property

<b>Directions</b>	Off Parsonage Street, off Bond Street, off Rochdale Road (A58)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

## Lot 111

Guide Price £25,000

24 Derby Street, Accrington  
BB5 1BP

## One bedroom terrace property

<b>Directions</b>	Off Derby Street, off Maudsey Street, off Bradshaw Street East, off Burnley Road, off Eastgate (A680)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Bedroom, bathroom Exterior: Rear yard
<b>Note</b>	Double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

## Lot 112

Guide Price £25,000



## 41 South Street, Darwen BB3 3HZ

### Two bedroom terrace property

<b>Directions</b>	Off Railway Road, off Bolton Road (A666)
<b>Description</b>	Ground Floor: Entrance hallway, living room kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

## Lot 113

Guide Price £28,000



## 19 Dyson Street, Blackburn BB2 3RZ

### Two bedroom terrace property

<b>Directions</b>	Off Infirmary Road, off Bolton Road (A666)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - six month AST from 04 September 2006 at £80 per week
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 114**

**Guide Price £55,000**



**36 Masefield Drive, Farnworth,  
Bolton BL4 9TF**

**Three bedroom semi-detached property**

<b>Directions</b>	Off Tennyson Road, off Buckley Lane (A5082)
<b>Description</b>	Ground Floor: Living room, kitchen First Floor: Three bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 115**

**Guide Price £25,000**



**31 Queen Street, Clayton Le  
Moors, Accrington BB5 5QL**

**Two bedroom terrace property**

<b>Directions</b>	Off Victor Street, off Pickup Street, Off Whalley Road (A680)
<b>Description</b>	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - refer to legal pack
<b>Viewing</b>	Auction department 0161 443 4740

Lot 116

Guide Price £350,000



## 1 Coldstream Avenue, Blackley, Manchester M9 6PG

Detached former care home with 26 bedrooms

**Directions** Off Hilldale Avenue, off Rochdale Road (A664)

**Accommodation** The property comprises a former detached residential dwelling which has been substantially extended and converted to provide what was a residential and nursing care home for the elderly.  
Entrance hallway, two lounges (one of which was also used as a dining room), 26 bedrooms - 16 of which have en suite facilities. Various WC and bathroom facilities, office, laundry, store rooms, office, large kitchen, staffing areas

**Note** There are 3 separate gas central heating systems (not tested). The property is currently boarded for security reasons and the windows will be re-installed prior to completion.

**EPC Rating** C

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740



Lot 117

Guide Price £600,000



## 162 Manchester Road, Astley, Tyldesley M29 7FB

Substantial six bedroom detached dwelling with circa 4 acres

<b>Directions</b>	The property is located on the A572 Manchester Road in close proximity to St Mary's High School
<b>Overview</b>	<p>The property being offered for auction is a relatively unique proposition being a large six bedroom home with a teenager/granny annex attached. The property sits on a plot extending to 4 acres (1.6 Hectares) or thereabouts.</p> <p>The primary dwelling has a double detached two storey garage located to the right hand side and two large interconnected buildings behind the main residence.</p> <p>Subject to planning it may suit those seeking a large residence with space for horses and stables, those looking for somewhere to perhaps have a cattery or kennels, carry out business needing storage, work and office space with parking or those looking for a plot with existing planning for residential development and perhaps future development potential.</p>
<b>Living Accommodation</b>	<p>Ground Floor: Large family kitchen/dining room, family room/dining room, lounge, utility room, bathroom and three bedrooms in the main part of the dwelling: a further self contained flat comprising hallway, bathroom, dining kitchen, living room and bedroom is located off the dining/family room.</p> <p>First Floor: Two very large bedrooms both with en-suite shower rooms and walk in wardrobes</p>
<b>Externally</b>	The map and outline plan shown is purely for identification purposes only and must not be relied on as the actual boundaries. This information will be contained in the legal pack

**Lot 117**

**Guide Price £600,000**



<b>Outbuildings</b>	To the right hand side of the driveway and the main dwelling is a two storey garage that is circa 140 sq m which has permission if required for conversion/redevelopment to a three bedroom detached house. To the rear of the main dwelling is a detached building that is approximately 480 sq m which also has permission for development to comprise a pair of three bedroom semi-detached houses and a further single detached dwelling
<b>Planning</b>	For all planning enquiries relating to the permissions all interested parties are advised to consult with the local planning department directly at Wigan council or may contact Mellor Dowd Planning Services on 0161 443 4500 for impartial advice
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment with the auctioneers office on 0161 443 4740
<b>Notes</b>	The property will be sold with a six week completion



**Lot 118**

**Guide Price £55,000**



**188 Highfield Road, Farnworth, Bolton BL4 9RY**

**Two bedroom semi-detached property**

<b>Directions</b>	Off Watson Road, off Plodder Lane (B6199)
<b>Description</b>	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Front garden, rear yard
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 119**

**Refer to Auctioneers**



**8 Gransmoor Avenue, Openshaw, Manchester M11 1HR**

**B&B to be sold with vacant possession**

<b>Directions</b>	Located off Ashton Old Road near to Audenshaw border
<b>Accommodation</b>	Hallway, communal lounge, Five bedrooms, Three 1st floor bedrooms, 3 x WC, 2 x showers Five 2nd floor bedrooms, Basement: Office and kitchen. Externally: Yard to rear
<b>Notes</b>	The property has central heating and majority double glazing. There will be a six week completion on the property to serve notice on residents
<b>EPC rating</b>	On order
<b>Possession</b>	To be sold with vacant possession unless otherwise required
<b>Viewing</b>	By appointment only with Auctioneers 0161 443 4740

**Lot 120**

**Guide Price £40,000+**



**13 Connie Street, Openshaw,  
Manchester M11 2JT**

**Two bedroom terrace property**

<b>Directions</b>	Off Meech Street, off Greenside Street, off Ashton Old Road (A635)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Close to Openshaw Park
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - let on a six month AST from 13/05/11 at £350 per month
<b>Viewing</b>	Strictly external viewing only, the tenants <b>MUST NOT</b> be disturbed

**Lot 121**

**Guide Price £65,000+**



**14 Bracewell Close, Belle Vue,  
Manchester M12 5WQ**

**Two bedroom mews property**

<b>Directions</b>	Off Scarcroft Road, off Hyde Road (A57)
<b>Accommodation</b>	Not inspected Ground floor: Porch, lounge, kitchen, conservatory First floor: Two bedrooms, shower room Exterior: Rear yard
<b>Note</b>	Partial double glazing, cul-de sac location close to the Showcase Cinema complex and within easy reach of public transport into Manchester City Centre
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a twelve month AST from 20/10/14 at £420 pcm
<b>Viewing</b>	Strictly external viewing only, the tenants <b>MUST NOT</b> be disturbed

## Lot 122

Guide Price £35,000+



## 4 Mill Hill, Little Hulton, Manchester M38 9TW

### Two bedroom semi detached property

<b>Directions</b>	Off Greenheys Road, off Captain Fold Road, off Highfield Road, off Manchester Road West (A6)
<b>Accommodation</b>	Ground floor: Lounge, kitchen, utility room First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
<b>Note</b>	The property will be sold clear of any remaining contents
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

## Lot 123

Guide Price £35,000 to £40,000



## 7 Birch Street, Bacup OL13 8BQ

### Three bedroom terrace property

<b>Directions</b>	Off Alder Street, off Ash Street, off Burnley Road (A671)
<b>Accommodation</b>	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Second floor: Bedroom three/attic room Exterior: Rear yard with access to a gated alleyway
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Lot 124

Guide Price £55,000



### Green Court, Flat 20 Adswood Lane West, Cale Green, Stockport SK3 8HZ

#### Two bedroom ground floor flat

<b>Directions</b>	On Adswood Lane West
<b>Accommodation</b>	Porch, living room, kitchen, two bedrooms, bathroom Car parking and communal lawn gardens to rear
<b>Notes</b>	In need of structural work and renovation, cash buyers only, not suitable for owner occupant mortgages
<b>EPC</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

## Lot 125

Guide Price £68,000+



### 1 Lyme Grove, Droylsden, Manchester M43 6EY

#### Three bedroom semi detached property

<b>Directions</b>	From Manchester Road, turn into Sidebottom Street which extends into Lyme Grove
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front, side and rear, driveway
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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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.

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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.
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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

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Form

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(please tick one)

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

(if different)

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

Postcode \_\_\_\_\_

Telephone/  
Internet:

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

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

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

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\*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).

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\_\_\_\_\_

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

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

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

# COMMON AUCTION CONDITIONS

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

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

## Introduction

The common auction conditions have three main sections:

### 1. Glossary

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

### 2. Auction Conduct Conditions

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

### 3. Conditions of Sale

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

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

These conditions are legally binding.

### Important Notice:

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

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

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

### Glossary

In the CONDITIONS wherever it makes sense:

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

### ACTUAL COMPLETION DATE

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

### ADDENDUM

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

### AGREED COMPLETION DATE

Subject to condition G9.3:

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

### APPROVED FINANCIAL INSTITUTION

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

### ARREARS

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

### ARREARS SCHEDULE

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

### AUCTION

The auction advertised in the CATALOGUE.

### AUCTION CONDUCT CONDITIONS

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

### AUCTIONEERS

The auctioneers at the AUCTION.

### BUSINESS DAY

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

### BUYER

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

### CATALOGUE

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

### COMPLETION

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

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

### CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

### CONTRACT

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

### CONTRACT DATE

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

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

### DOCUMENTS

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

### FINANCIAL CHARGE

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

### GENERAL CONDITIONS

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

### INTEREST RATE

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

### LOT

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

### OLD ARREARS

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

### PARTICULARS

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

### PRACTITIONER

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

## PRICE

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

## READY TO COMPLETE

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

## SALE CONDITIONS

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

## SALE MEMORANDUM

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

## SELLER

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

## SPECIAL CONDITIONS

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

## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (AND US AND OUR)

The AUCTIONEERS.

## YOU (AND YOUR)

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

## Auction Conduct Conditions

### A1 INTRODUCTION

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

A1.2 The CATALOGUE is issued only on the basis

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

### A.2 OUR ROLE

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

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

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

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

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER

## INFORMATION

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

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

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

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

## A5 THE CONTRACT

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

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

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

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

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

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

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



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

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

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

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

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

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

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

#### **G1 THE LOT**

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

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

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

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

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

G1.5 Where anything subject to which the LOT

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

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

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

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

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

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

#### **G2 DEPOSIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G5 TRANSFER**

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

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

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

BUYER, or by more than one TRANSFER.

## **G6 COMPLETION**

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

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

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

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

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

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

## **G7 NOTICE TO COMPLETE**

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

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

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

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

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

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

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

## **G9 LANDLORD'S LICENCE**

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

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

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

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

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

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

## **G10 INTEREST AND APPORTIONMENTS**

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

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

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

by the BUYER.

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

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

## G11 ARREARS

### Part 1 Current Rent

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

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

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

### Part 2 BUYER to pay for ARREARS

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

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

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

### Part 3 BUYER not to pay for ARREARS

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

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

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

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

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

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

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

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

## G12 MANAGEMENT

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

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

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

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

## G13 RENT DEPOSITS

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

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

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

in which the BUYER covenants with the SELLER to:

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

## G14 VAT

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

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

## G15 TRANSFER AS A GOING CONCERN

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

(b) this CONDITION G15 applies.

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

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

G15.3 The BUYER confirms that: (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;

(b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;

(c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and

(d) it is not buying the LOT as a nominee for another person.

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

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to: (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and

(b) collect the rents payable under the TENANCIES and charge VAT on them.

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

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

## **G16 CAPITAL ALLOWANCES**

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

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

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

G16.4 The SELLER and BUYER agree:

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

## **G17 MAINTENANCE AGREEMENTS**

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

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

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

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

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

## **G19 SALE BY PRACTITIONER**

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

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

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

G19.4 The LOT is sold

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

G19.5 Where relevant:

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

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

## **G20 TUPE**

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

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

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

## **G21 ENVIRONMENTAL**

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

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

G21.3 The BUYER agrees to indemnify the

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

## **G22 SERVICE CHARGE**

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

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

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

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

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

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

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

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

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

## **G23 RENT REVIEWS**

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

determined.

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

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

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

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

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

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

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

## **G24 TENANCY RENEWAL**

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

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

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

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

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

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

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

## **G25 WARRANTIES**

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

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

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

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

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

## **G26 NO ASSIGNMENT**

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

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

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

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

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

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

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

## **G28 NOTICES AND OTHER COMMUNICATIONS**

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

G28.2 A communication may be relied on if:

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

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

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

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

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

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

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

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

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

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

# END OF RESIDENTIAL LISTINGS

## Property Services:

House Sales	0161 443 4500
Lettings & Property Management	0161 443 4777
Mortgages	0161 443 4555
Property Surveys	0161 443 4580
Buildings Insurance	0161 443 4555
We Will Buy Your House	0161 443 4717
Investments	0161 443 4557

## Other Services:

Life Insurance	0800 195 8900
Income Protection	
Pension Advice	
Will Writing	
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