

Residential Auction

11th June 2014

Registration from 1.00pm

Auction start time 2.00pm

The Point, Emirates Old Trafford

Talbot Road, Old Trafford, Manchester M16 0PX

EDWARD
mellor

0161 443 4740

www.edwardmellor.co.uk/auction

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

Openwork



from our last auction

Wilton Road
Crumpsall



Five bedroom
detached property

Guide price: £190,000

Sold for £226,000

Edward Street
Blackburn



Two bedroom
end terrace property

Guide price: £25,000

Sold for £38,000

Lees Street
Openshaw



Three bedroom
terrace property

Guide price: £45,000

Sold for £57,000

Broomfield Terrace
Wigan



Two bedroom
terrace property

Guide price £35,000

Sold for £48,000

South Street
Darwen



Two bedroom
terrace property

Guide price: £25,000

Sold for £42,500

Mill Hill
Little Hulton



Two bedroom
property

Guide price £35,000

Sold for £49,000

auction dates for 2014

Auction

11th June 2014

23rd July 2014

17th September 2014

Closing Date

13th May 2014

24th June 2014

19th August 2014

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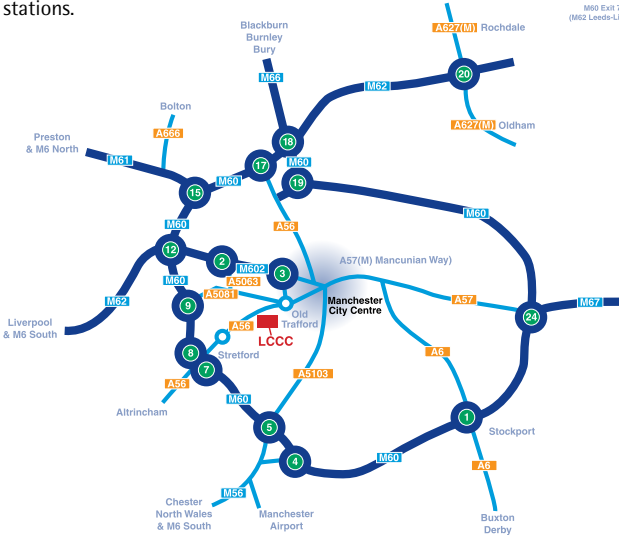
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

where is the auction room?

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

Metrolink Tram Services

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



Rail Services

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

Bus Services

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

notices to prospective buyers

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

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

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

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

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

“ Hi Louise,

I thought you were all amazing from the first phone call to the auction, the help with the keys was invaluable, there was always someone at the end of the phone who was helpful and never anything but polite and eager to help. And what a price the house got at auction!!

I would definitely recommend you.

Thank you ”

Dawn Draper,
Mill Hill, Little Hulton

Save yourself time.

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The Legal Pack
ONLINE**



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0161 451 0739

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Order of sale

Sale starts at 2:00pm

40	Crumpsall	11 Rectory Road	Five bedroom terrace property
41	Denton	35 Windsor Road	Three bedroom semi detached property
42	Oldham	19 Pitt Street	Two bedroom end terrace property
43	Cale Green	20 Green Court, Adswold Lane West	Two bedroom flat
44	Wigan	46 Wrightington Street	Three bedroom semi detached property
45	Openshaw	58 Elysian Street	Three bedroom terrace property
46	Burnley	27 Lydgate	Three bedroom semi detached property
47	Wigan, Marcus Bridge	3 Fardon Close	Two bedroom semi detached dormer bungalow
48	New Mills	55 Church Road	Two bedroom end terrace property
48A	Glossop	97 Primrose Lane	Two bedroom terrace property
49	Sale	1 Wardle Street	Detached investment/development property
50	Glossop	7-9 inc' Charlestown Road	Two terrace houses and a separate garage
51	Cheadle	1 Lismore Avenue	Three bedroom semi detached property
52	Accrington	15 Spring Hill Road	Two bedroom terrace property
53	Abbey Hey	3a Jetson Street	Two bedroom end terrace property
54	Hyde	98 St Marys Road	Three bedroom terrace property
55	Blackburn	78 Infirmary Street	Two bedroom terrace property
56	Worsley	16 Eastwood Avenue	Three bedroom semi detached property
57	Preston	Flat 4, Ribble House	Two bedroom duplex apartment
58	Rochdale	3 Clarendon Street	Two bedroom terrace property
59	Edgeley	30 Reservoir Road	Two bedroom terrace with garage
60	Accrington	24 Derby Street	One bedroom terrace property
61	Failsworth	16a Hardman Lane	Three bedroom terrace property
62	Farnworth	36 Masefield Drive	Three bedroom semi detached property
63	Salford	51 Gerald Road	Two bedroom terrace property
64	Accrington	11 Canal Street	Two bedroom terrace property
65	Crumpsall	42 Ash Tree Road	Three bedroom semi detached property
66	Heywood	55 Kirkstall Avenue	Three bedroom semi detached property
67	Accrington	18 Persia Street	Two bedroom terrace property
68	Heywood	95 Shadwell Street East	Two bedroom detached bungalow
69	Bolton	24 Beatrice Road	Two bedroom terrace property
70	Accrington	37 Maudsley Street	Two bedroom terrace property
71	Wigan	5 Victoria Road	Three bedroom end terrace property
72	Rishton	11 Livesey Street	Two bedroom end terrace property
73	Prestwich	163 St Anns Road	Four bedroom semi detached property

Order of sale

Sale starts at 2:00pm

74	Crumpsall	1a Kings Avenue	Semi detached property in two flats
75	Radcliffe	Milltown Apartments, Stand Lane	Portfolio of Twelve two bedroom apartments
76	Bolton	525 Bury Road	Three bedroom terrace property
77	Irlam	129a Liverpool Road	Three bedroom semi detached property
78	Accrington	53 Oswald Street	Two bedroom terrace property
79	Levenshulme	21 Woodfold Avenue	Three bedroom mews property
80	Accrington	1 James Street	Two bedroom end terrace property
81	Blackburn	4 Danvers Street	Two bedroom end terrace property
82	Farnworth	315 Plodder Lane	Two bedroom terrace property
83	Farnworth	41 Avondale Road	Three bedroom semi detached property
84	Bury	14 White Street	Two bedroom terrace property
85	Wigan	147 Walthew Lane	Two bedroom terrace property
86	Monsall	169 Monsall Road	Two bedroom semi detached property
87	Accrington	39 Sultan Street	Three bedroom terrace property
88	Blackley	1 Coldstream Avenue	Detached former care home
89	Accrington	10 Hood Street	Two bedroom terrace property
90	Gorton	2 Balmoral Street	Two bedroom end terrace property
91	Moston	148 Moston lane	Nine bedroom detached property
92	Accrington	23 Avenue Parade	Three bedroom terrace property
93	Crumpsall	11 Hallworth Road	Two bedroom terrace property
94	Farnworth	16 Wellington Street	Two bedroom end terrace property
95	Eccles	33 Irlam Avenue	Three bedroom terrace property
96	Accrington	34 Empress Street	Two bedroom terrace property
97	Blackley	6 Normanton Drive	Three bedroom semi detached property
98	Accrington	29 Oswald Street	Two bedroom terrace property
99	Bolton	91 Loxham Street	Two bedroom end terrace property
100	Accrington	2 Foster Street	Two bedroom terrace property
101	Belle Vue	9 Coalburn Street	Three bedroom terrace property
102	Haslingdon	471 Blackburn Road	Two bedroom end terrace property
103	Farnworth	188 Highfield Road	Two bedroom semi detached property
104	Accrington	66 Water Street	Two bedroom terrace property
105	Tyldesley	37 Oak Street	Two bedroom terrace property
106	Burnley	28 Hunslet Street	Two bedroom terrace property
107	Dukinfield	20a Fir Tree Crescent	Three bedroom detached bungalow
108	Fallowfield	34 Tatton Court	One bedroom second floor flat

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“ I thought you were all amazing from the first phone call to the auction, the help with the keys was invaluable, there was always someone at the end of the phone who was helpful and never anything but polite and eager to help. And what a price the house got at auction!! I would definitely recommend you. Thank you ”

Our Customers say more about our service than we ever could

“Thanks x 11, I think the service you continually provide is great and you always exceed my expectations. ”

“Andy ..please pass to your boss..... you did an excellent jobvery professional from start to finish. I hope to use your services again . Many thanks”

“Only Positive feedback from me – I was very happy with the constant updates and communication.... Many thanks.”

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Start time is 2:00pm

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Your very own Personal Auction Buying Consultant **FREE** of charge



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.

This is where our expert buying consultant Andy Thompson can help you achieve your goals. Andy will work in partnership with you to:

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

He will take you through the whole process from finding the right property, to how to bid, source finance or get a mortgage.

Even if you are an experienced auction buyer, you can still take advantage of Andy's expertise. He can advise you on investment opportunities, help you grow your portfolio and get the right financial products.

This unique service is offered **FREE** of charge, so you have nothing to lose and everything to gain. You can contact Andy on:-

Tel: **0161 443 4740** – Email: andy.thompson@edwardmellor.co.uk

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

0161 443 4740

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

Customer Testimonial

My name is Amedea and together with my husband Scott we've just bought our first property with Edward Mellor: Lot 125 on April's auction catalogue.

We've been looking for an investment property for one solid year in the SK3, M43 region with no success. We've come close many times but no purchase.

To tell you the truth, the whole buying experience has proved much more difficult than we thought.

Then we spotted an open evening at your offices at St Petersgate which my husband attended and it was really good.

He finally got the chance to speak with your team of estate agents, financial advisors etc. Everybody was switched on and actually cared to listen and help us get on the right track.

I want to give you our feedback on Andy Thompson. He's absolutely great. Scott and I both work in the service industry and Andy seems to have the positive attributes to be very good at his job.

He listens, cares and my favourite: he's straight talking. Rare qualities amongst Estate Agents!!

From our first meeting until today, we found him to be extremely professional and very helpful.

And to be honest with you, if it wasn't for his hard work and dedication there is no way we would've purchased Lot 125.

I think it's wonderful that EM has chosen to appoint Andy to be your Buying consultant. His knowledge and sheer hard work made everything possible.

I'd say all your competitors estate agents should have somebody like him there to help navigate the new investors through the correct path of property investment. He seems to have a talent for knowing what we needed, which I'm sure differs from other investors.

Please find the time to praise him as he went out of his way to make sure we'd get this property. He single handedly changed our opinion of Edward Mellor.

Best wishes,

Amedea and Scott

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Contact – Peter Robinson

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Lot 40

Guide Price £70,000 +



11 Rectory Road, Crumpsall, Manchester M8 5EA

Five bedroom terrace property.

Directions	Off Crumpsall Lane, off Middleton Road (A576)
Accommodation	Ground floor: Entrance hall, lounge, kitchen, utility room, WC, dining room, cellars First floor: Three bedrooms, wet room Second floor: Two bedrooms, study (no window) Exterior: Gardens to the front and rear
Note	No pre-auction offers will be considered on this lot. Property will be sold as seen
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 41

Guide Price £95,000 +



35 Windsor Road, Denton, Manchester M34 2HA

Three bedroom semi detached property.

Directions Off Ash Road, off Balmoral Drive, off Manchester Road (A57)

Accommodation Ground floor: Entrance hall, lounge, dining room, kitchen
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front and rear, driveway, garage

Note Double glazing

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 42

Guide Price £20,000



19 Pitt Street East, Oldham OL4 1BU

Three bedroom end terrace property.

Directions	The property is located off Glodwick Road, close to Abbey Hills Road
Manner of sale	This property is to be sold by mortgagees not in possession
Accommodation	Not inspected but reported to be: Ground Floor: Living room, dining kitchen First Floor: Three bedrooms, bathroom/WC Externally: pavement fronted, garden to rear
Notes	The property has some double glazing, however we cannot verify if there is a central heating system or otherwise. Due to the nature of sale is it advised that the property is suited to cash buyers.
EPC rating	E
Viewings	Refer to auctioneers 0161 443 4740

Lot 43

Guide Price £55,000



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

Two bedroom ground floor flat

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



Specialist in
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Contact – Peter Robinson

Peter Robinson & Co.
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- **Property and Landlord Insurance**

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Lot 44

Guide Price £65,000 +



46 Wrightington Street, Wigan WN12BX

Three bedroom semi detached property.

Directions	Off Bridgeman Terrace (B5376)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear
Note	Residents parking. Suitable for cash buyers only. A copy of a Engineers report will be available in the legal pack.
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 45

Guide Price £45,000 +



58 Elysian Street, Openshaw, Manchester M11 2GJ

Three bedroom terrace property.

Directions	Off Parkhouse Street, off Victoria Street, off Ashton Old Road (A635)
Accommodation	Not inspected Ground floor: Hall, lounge, dining room, kitchen, bathroom First floor: Three bedrooms, WC Exterior: Rear yard
Note	Gas central heating and double glazing. Pleasant location opposite Openshaw Park
EPC Rating	E
Possession	Tenanted - let on a six month AST from 10/01/12 at £350pcm increased on 10/05/13 to £385pcm. Tenants have expressed a desire to stay
Possession	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 46

Guide Price £75,000



3 Fardon Close, Marcus Bridge, Wigan WN3 6SN

Two bedroom semi detached dormer bungalow.

Directions Off Crestwood Avenue, off Darran Avenue, off Highfield Grange Avenue, off Warrington Road (A49)

Accommodation Ground floor: Hall, lounge, separate dining room with patio doors to well stocked garden, fitted kitchen with built in oven and hob, bathroom and separate toilet
First floor: Master bedroom with en-suite WC, second bedroom and large storage cupboard
Exterior: Gardens to the front and rear, driveway, garage

Note Gas central heating and double glazing

EPC Rating F

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 47

Guide Price £75,000 +



27 Lydgate, Burnley BB10 2DT

Three bedroom chalet style semi-detached.

Directions	On Lydgate off Stanbury Drive
Accommodation	Ground Floor: Hallway, living room, dining room, kitchen First Floor: Three bedrooms, bathroom Externally: Gardens to front and rear, driveway
Notes	The property is suited to cash buyers only
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 48

Guide Price £95,000 +



**55 Church Road, New Mills,
High Peak SK22 4NU**

Two bedroom end terraced property.

Directions	On main A6015 near junction of Church Lane and Marsh Lane
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Garden to the rear with pleasant aspect over playing fields
Note	Double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 48A

Guide Price £70,000 +



**97 Primrose Lane, Glossop
SK13 6LW**

Two bedroom terraced property.

Directions	Directly off High Street West (A57)
Accommodation	Ground floor: Two reception rooms, kitchen amenities First floor: Two bedrooms, bathroom Exterior: Rear yard
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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Lot 49

Guide Price £650,000



1 Wardle Road, Sale M33 3BN

Substantial detached investment/development property.

Directions	The property is located on the junction of Northenden Road and Wardle Road a short walk from the town centre
Overview	This substantial detached property is circa 6,027 sq ft (560 sq m) internally (including outbuilding) and is currently split into 5 flats. It is partially income producing and offers a purchaser an opportunity to redevelop, improve or renovate subject to planning where applicable.
Accommodation	Ground Floor: One 2 bedroom flat with living room, kitchen and bathroom, one 1 bedroom flat with living room, kitchen and bathroom First Floor: One 2 bedroom flat with living room, dining kitchen, bathroom and separate WC, one 1 bedroom flat with living room, kitchen and bathroom Second Floor: Studio flat with separate kitchen and bathroom Basement: cellar chambers Externally: The grounds are approximately 0.4 Acres (0.16 H) and provide ample off road parking, a garage and a two storey outbuilding

Lot 49

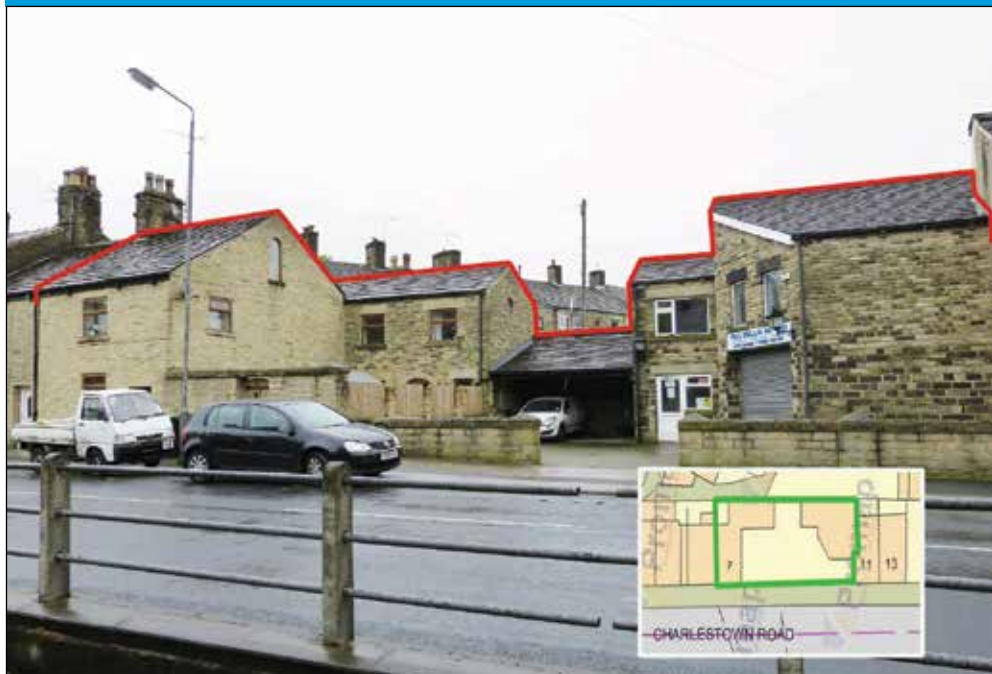
Guide Price £650,000



Development	The site and property may lend themselves to redevelopment or change of use in part or full subject to the necessary consents being obtained and interested parties are advised to consult with Trafford Council directly or may contact Mellor Dowd Planning Services on 0161 443 4500 for impartial advice
Possession	Part tenanted unless otherwise specified, tenancy details will follow in the legal pack
EPC rating	E
Viewing	Viewings will be available strictly by appointment with the auctioneers office on 0161 443 4740

Lot 50

Guide Price £190,000



7 & 9 inc' Charlestown Road, Glossop SK138JN

Pair of cottages with garage premises included.

Directions	Located a short distance from the main centre on Charlestown Road heading toward Hayfield
Overview	The lot comprises a pair of stone built terrace houses and a separate two storey garage with frontage. Left hand cottage: (not inspected, reported as) two reception rooms, kitchen, two first floor bedrooms and bathroom, attic room Rear cottage: open plan living room and kitchen, first floor, bedroom with storage and bathroom Garage premises: Workshop, reception, kitchen area, WC and mezzanine level and office, parking/yard and covered parking to front
EPCs	7 - E, 9 - E, Garage - on order
Planning	The garage and the site may lend themselves to conversion or redevelopment subject to the necessary consents and interested parties are advised to consult with the local council directly or may contact Mellor Dowd Planning Services on 0161 443 4500 for impartial advice
Possession	Residential elements are under AST agreements, full lease details will be provided in the legal pack, income reported as £950 PCM, garage vacant
Viewing	Strictly by appointment with the auctioneers 0161 443 4740

Lot 51

Guide Price £112,000



1 Lismore Avenue, Cheadle Heath, Stockport SK3 0UH

Three bedroom semi detached property.

Directions Off Kensington Road, off Tenby Road, off Bordon Road, off Edgeley Road (B5465)

Accommodation Ground floor: Living room, dining room, kitchen
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front and rear, driveway

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

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 52

Guide Price £25,000 +



78 Infirmary Street, Blackburn BB2 3RP

Two bedroom terrace property.

Directions	Off Bolton Road (A666)
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	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 53

Guide Price £43,000



3A Jetson Street, Abbey Hey, Manchester M18 8SU

Two bedroom end terrace property

Directions	On corner of Madison Street close to Prince of Wales Public House
Accommodation	Ground Floor: Living room, dining room, kitchen First Floor: Two bedrooms, bathroom Externally: side walled garden, small rear yard
Notes	Double glazing central heating
EPC rating	D
Possession	Let by virtue of an AST agreement around 10 years ago (not seen) payments of £260 per month paid direct to landlord from council: no top up is collected at present.
Viewing	STRICTLY BY APPOINTMENT ONLY WITH THE AUCTION DEPARTMENT ON 0161 443 4740 THE TENANT MUST NOT BE DISTURBED

Lot 54

Guide Price £69,000



98 St. Marys Road, Hyde SK14 4LW

Three bedroom terrace property.

Directions	Off Talbot Road (B6170)
Accommodation	Ground floor: Lounge, dining kitchen, conservatory First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Lot 55

Guide Price £23,000 +



15 Spring Hill Road, Accrington BB5 0EX

Two bedroom terrace property.

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

Lot 56

Guide Price £58,000 +



16 Eastwood Avenue, Worsley, Manchester M280HG

Three bedroom semi detached property.

Directions Off Worsley Avenue, off Madams Wood Road, off Peel Lane (A5082)

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

Note Gas central heating and double glazing

EPC Rating D

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

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

Lot 57

Guide Price £23,000 +



Flat 4, Ribble House, Samuel Street, Preston PR1 4YH

Two bedroom duplex apartment.

Directions Off Newhall Lane (A59) turn into Arnhem Road, first right into Fishwick Parade and first left into Samuel Street

Accommodation Not inspected
Ground floor: Communal hall, lift
First floor: Split level - lounge with small balcony, kitchen, two bedrooms, bathroom
Exterior: Secure gated access to the communal grounds and car park offering ample parking facilities

Note New double glazing and gas central heating installed 2013

EPC Rating D

Possession Tenanted - six month AST from 09/05/14 at £400 per month

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

Lot 58

Guide Price £65,000 +



3 Clarendon Street, Rochdale OL16 4UB

Two bedroom terrace property.

Directions	Off Charter Street, off Oldham Road (A671)
Accommodation	Ground floor: Lounge, dining kitchen with built in oven and hob First floor: Two bedrooms with the rear having far reaching views towards the Pennines, re-fitted shower room/WC Exterior: Gardens to the front and rear with the rear being approximately 90' in length
Note	Gas central heating with recently fitted boiler and double glazing
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 59

Guide Price £90,000



30 Reservoir Road, Edgeley, Stockport SK3 9QJ

Two bedroom end terrace property with garage.

Directions	Located on Reservoir Road or corner of Vienna Road
Accommodation	Ground Floor: Two reception rooms, dining kitchen First Floor: Two double bedrooms, bathroom Basement: Cellar chamber Externally: Yard and garage to rear
Notes	Some double glazing, central heating. Historically the property was a shop over 40 years ago and has not been used since. Suitable for cash buyers only. The property is located on the one way system on Vienna Road, close to Alexandra Park and the reservoirs
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 60

Guide Price £18,000 +



11 Canal Street, Church, Accrington BB5 4JU

Two bedroom terrace property.

Directions	Off Church Street, off Henry Street (A679)
Description	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 61

Guide Price £60,000 +



16a Hardman Lane, Failsworth, Manchester M35 0DZ

Three bedroom terraced property.

Directions	Off Old Road, off Oldham Road (A62)
Accommodation	Ground floor: Vestibule, lounge, dining room, kitchen First floor: Three bedrooms one with en-suite shower room, 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 62

Guide Price £40,000 +



36 Masfield Drive, Farnworth, Bolton BL4 9TF

Three bedroom semi-detached property.

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

Lot63

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 64

Guide Price £21,000 +



**24 Derby Street, Accrington
BB5 1BP**

One bedroom terrace property.

Directions Off Derby Street, off Maudsey Street,
off Bradshaw Street East, off Burnley
Road, off Eastgate (A680)

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

Note Double glazing

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot65

Guide Price £115,000



**42 Ash Tree Road, Crumpsall,
Manchester M8 5AT**

Three bedroom semi-detached property.

Directions Located on Ash Tree Road on corner
of Whiston Road

Accommodation Ground Floor: Hallway, two
reception rooms, kitchen
First Floor: Three bedrooms,
bathroom
Externally: Gardens, garage

Notes Double glazing, central heating

EPC rating D

Possession Tenanted unless otherwise specified

Viewings Auction department 0161 443 4740

Lot 66

Guide Price £40,000 to £50,000



55 Kirkstall Avenue, Heywood OL10 4UN

Three bedroom semi-detached property.

Directions Off Cedar Avenue, off George Street, off Bridge Street (A58)

Description Ground Floor: Entrance hallway, living room, kitchen
First Floor: Three bedrooms, bathroom
Externally: Garage, front and rear yard

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 67

Guide Price £25,000 +



**18 Persia Street, Accrington
BB5 1SQ**

Two bedroom terrace property.

Directions	Off Blackburn Road (A679)
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	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Lot 68

Guide Price £85,000 +



**95 Shadwell Street East,
Heywood OL10 4JF**

Two bedroom detached bungalow.

Directions	Off Miller Street, off Adelaide Street, off York Street (A58)
Accommodation	Ground floor: Hall, lounge, kitchen, two bedrooms, shower room, conservatory Exterior: Gardens to the front and rear, the rear having an open aspect
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Lot 69

Guide Price £36,000 +



**24 Beatrice Road, Bolton
BL1 3BP**

Two bedroom terrace property.

Directions Off Chorley Old Road (B6226)

Description 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 70

Guide Price £23,000 +



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

Two bedroom terrace property.

Directions Off Maudsey Street, off Arnold Street, off Burnley Road (A679)

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

Note The EPC shows the property has double glazing and central heating

EPC Rating C

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 71

Guide Price £40,000 +



5 Victoria Road, Platt Bridge, Wigan WN25DJ

Three bedroom end terrace property.

Directions Off Millers Lane, off Platt Street (A58)

Accommodation Not inspected
 Ground floor: Lounge, dining room, extended kitchen
 First floor: Three bedrooms, bathroom
 Second floor: Partially converted loft room
 Exterior: Rear yard

Note Double glazing

EPC Rating E

Possession Vacant on completion

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Lot 72

Guide Price £30,000 +



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

Two bedroom end 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 73

Guide Price £115,000 +



**163 St Anns Road, Prestwich,
Manchester M259QL**

Four bedroom semi detached property.

Directions Directly off Bury New Road (A56) opposite St Marys Park

Accommodation 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

Note Gas central heating and double glazing

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



Lot 74

Guide Price £115,000



1a Kings Avenue, Crumpsall, Greater Manchester M8 5AS

Semi detached property in two flats.

Directions	On corner of Kings Avenue and Ash Tree Road
Accommodation	Both comprise: hallway, lounge, bedroom, kitchen and bathroom. The property sits on a corner plot with gardens to front and side, off road parking to rear.
Notes	Double-glazed and centrally heated.
EPC ratings	Flat 1: D, Flat 2: E
Possession	Vacant unless otherwise stated
Viewings	Auction department 0161 443 4740

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Lot 75

Guide Price £750,000



Milltown Apartments, No's 1-12 inc' Stand Lane, Radcliffe, Manchester M261LJ
Portfolio of 12 No. two bedroom tenanted apartments.

Directions	Located on Stand Lane opposite Radcliffe Library and car park
Details	The property comprises 12 x two bedroom apartments over three floors with a year to the rear
EPC ratings	All 12 on order
Tenancies	The flats are let on various AST agreements with rents from £395 to £450 per calendar month (combined annualised income £58,680). All the tenancy agreements will be made available in the online legal pack
Possession	Tenanted unless otherwise specified
Viewing	Viewings may be available by appointment on 0161 443 4740

Lot 76

Guide Price £35,000 +



525 Bury Road, Bolton BL2 6DH

Three bedroom terrace property.

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

Lot 77

Guide Price £55,000 +

129a Liverpool Road, Irlam,
Manchester M44 6DP

Three bedroom semi detached property.

Directions	On the main B5320 near to the corner of Ferryhill Road
Accommodation	Ground floor: Hall, lounge, dining kitchen First floor: Three bedrooms, bathroom (FF not inspected) Exterior: Gardens to the front and rear. Driveway
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Tenanted - 12 month AST from 02/11/12 at £525.00 pcm. The tenants have expressed a desire to stay informing us that they have lived there for approx. 11 years
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 78

Guide Price £27,000 +



53 Oswald Street, Accrington BB5 6SJ

Two bedroom terrace property.

Directions	Off Washington Street, off Water Street, off Eastgate (A680)
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	Tenanted, however we understand the tenant is due to vacate on 26 June
Viewing	Auction Department 0161 443 4740

Lot 79

Guide Price £90,000 +



21 Woodfold Avenue, Levenshulme, Manchester M19 3AP

Three bedroom mews property.

Directions	Directly off Stockport Road (A6)
Accommodation	Not inspected Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 80

Guide Price £23,000 +



1 James Street, Huncoat, Accrington BB56NF

Two bedroom end 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 81

Guide Price £23,000 +



4 Danvers Street, Rishton, Blackburn BB1 4NA

Two bedroom end terrace property

Directions	Off Spring Street, off High Street (A678)
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating (no boiler) and partial double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 82

Guide Price £38,000 +



**315 Plodder Lane, Farnworth,
Bolton BL40JP**

Two bedroom terrace property.

Directions	Plodder Lane (B6199) close to junction of Marsh Lane
Description	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 83

Guide Price £60,000



**41 Avondale Road, Farnworth,
Bolton BL4 0PB**

Three bedroom semi-detached property.

Directions	Avondale Road is off Mount Pleasant Road off Plodder Lane (B6199)
Accommodation	Not inspected but reported as: Ground Floor: Hallway, living room, dining kitchen First Floor: Three bedrooms, bathroom Externally: Driveway and rear garden
Notes	Double glazing, central heating
EPC rating	D
Possession	Tenanted unless otherwise specified
Viewing	Auction department 0161 443 4740

Lot 84

Guide Price £45,000 +



14 White Street, Bury BL8 2BN

Two bedroom terrace property.

Directions	Off Bolton Road (A58)
Description	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
EPC Rating	D
Possession	Tenanted - six month AST from 29/04/13 at £340 per month
Viewing	Auction Department 0161 443 4740

Lot 85

Guide Price £28,000 +



147 Walthew Lane, Platt Bridge, Wigan WN2 5AE

Two bedroom terrace property.

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

Lot 86

Guide Price £60,000 +



**169 Monsall Road, Monsall,
Manchester M40 8WP**

Two bedroom semi detached property.

Directions	Off Carisbrook Street, off Lathbury Drive, off Rochdale Road (A664)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - six month AST from 27/04/12 at £113.08 per week
Viewing	Viewings are available on this lot STRICTLY by appointment with the Auction Department 0161 443 4740

Lot 87

Guide Price £32,000 +



**39 Sultan Street, Accrington
BB5 6EL**

Three bedroom terrace property.

Directions	Off Cambridge Street, off Water Street, off Eastgate (A680)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 88

Guide Price £300,000 to £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 89

Guide Price £23,000 +



10 Hood Street, Accrington
BB5 1BW

Three bedroom terrace property.

Directions Off Meadow Street, off Bradshaw Street East, off Burnley Road (A679)

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

EPC Rating E

Possession Vacant on completion

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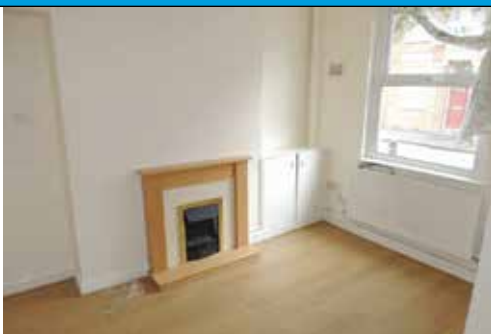


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Lot 90

Guide Price £53,000



2 Balmoral Street, Gorton, Manchester M187BT

Two bedroom terrace property with two reception rooms.

Directions	Off Mount Road close to local shops
Accommodation	Ground Floor: Vestibule, lounge, dining room, renovated kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
Notes	Double glazed windows, central heating system (no boiler in at present), recently modernised and improved
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 91

Guide Price £185,000



148 Moston Lane, Moston, Manchester M9 4HU

Vacant nine bedroom detached property.

Directions	On Moston Lane close to Hillier Street North and opposite Melbourne Street
Accommodation	Ground Floor: Hallway, living room, 2 bedrooms, WC, shower room, large dining kitchen and utility room First Floor: Landing, 7 bedrooms, shower room, bathroom, WC Externally: Gardens to front and rear
Notes	The property may suit conversion or change of use subject to planning and interested parties can consult with the local planners or alternatively Mellor Dowd Planning Services on 0161 443 4500 for impartial advice
EPC rating	On order
Possession	Vacant on completion
Tenure	Leasehold from Manchester City Council- interested parties are advised to consult directly regarding extension of lease
Viewing	Strictly by appointment with the Auction department on 0161 443 4747

Lot 92

Guide Price £65,000 +



23 Avenue Parade, Accrington BB5 6PN

Three bedroom terrace property.

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

Lot 93

Guide Price £60,000



11 Hallworth Road, Crumpsall, Manchester M85UW

Two bedroom terrace property.

Directions	Located off Crescent Road
Accommodation	Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Small front garden, yard to rear
Notes	Double glazing, central heating
EPC rating	D
Possession	Tenanted unless otherwise specified
Viewing	Auction department

Lot 94

Guide Price £35,000 +



16 Wellington Street, Farnworth, Bolton BL4 7DT

Two bedroom end terrace property.

Directions	Off Albert Road A575 by Farnworth Park
Accommodation	Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 95

Guide Price £50,000 +



**33 Irlam Avenue, Eccles,
Manchester M300JR**

Three bedroom terrace property.

Directions	Off Trafford Road, off Church Street (A57)
Accommodation	Not inspected Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard, communal garden
Note	Gas central heating
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 96

Guide Price £27,000 +



**34 Empress Street, Accrington
BB5 1SG**

Two bedroom terrace property.

Directions	Off India Street, off Blackburn Road (A679)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 97

Guide Price £53,000 +



6 Normanton Drive, Blackley, Manchester M9 6FZ

Three bedroom semi detached property.

Directions Off Leconfield Drive, off Whitemoss Road, off Rochdale Road (A664)

Accommodation 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

Note Gas central heating and double glazing

EPC Rating C

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



Lot 98

Guide Price £27,000 +



29 Oswald Street, Accrington BB5 6SJ

Two bedroom terraced property.

Directions Off Washington Street, off Water Street, off Eastgate (A680)

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 99

Guide Price £30,000 +



91 Loxham Street, Bolton BL32PZ

Two bedroom end 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 04/09/06 at £340 per month
Viewing	Auction Department 0161 443 4740

Lot 100

Guide Price £25,000 +



2 Foster Street, Accrington BB5 6AJ

Two bedroom end terrace property.

Directions	Off Burnley Road (A679)
Description	Ground Floor: Entrance hallway, living room, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
EPC Rating	D
Possession	Tenanted - six month AST from 10/12/12/ at £368.33 per month
Viewing	Auction Department 0161 443 4740

Lot 101

Guide Price £55,000 +



9 Coalburn Street, Belle Vue, Manchester M125WG

Three bedroom terrace property.

Directions	Off Belle Vue Street, Off Hyde Road (A57)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen, three cellar rooms First floor: Three double bedrooms, bathroom Exterior: Rear yard
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 102

Guide Price £30,000 +



471 Blackburn Road, Haslingden, Rossendale BB4 5AT

Two bedroom end terrace property.

Directions	On main A680 just past Worsley Park
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 103

Guide Price £50,000 +



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

Two bedroom semi-detached property.

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

Lot 104

Guide Price £23,000 +



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

Two bedroom terrace property.

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

Lot 105

Guide Price £30,000 +



**37 Oak Street, Tyldesley,
Manchester M29 8AG**

Two bedroom terrace property.

Directions	Off Shuttle Street (A577)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Buyers should be aware that it is not possible to obtain Buy To Let finance on a protected tenancy and should seek professional financial advice on this specific matter before entering into a legally binding contract for the purchase of this property
EPC Rating	F
Possession	Tenanted - let on a Regulated Tenancy at £45 per week, last registered on 25/05/12
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 106

Guide Price £15,000 +



**28 Hunslet Street, Burnley
BB11 3DH**

Two bedroom terrace property.

Directions	Off Albert Street, off Thurston Street, off Belvedere Road (A6114)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
EPC Rating	On order
Possession	Vacant on completion
Viewing	External viewing only as boarded

Lot 107

Guide Price £125,000



20a Fir Tree Crescent, Dukinfield SK16 5EH

Three bedroom detached bungalow

Directions	Located on corner of Fir Tree Crescent and Cedar Grove
Accommodation	Ground Floor: Porch, lounge, kitchen, two bedrooms, bathroom First Floor: Bedroom, en-suite bathroom Externally: Driveway, detached garage, rear lawn garden with decking
Notes	The property is being sold as a repossession, double glazing, central heating
Possession	Vacant on completion
EPC rating	C
Viewing	Auction department 0161 443 4740



Lot 108

Guide Price £50,000 +



34 Tatton Court, Egerton Road, Fallowfield, Manchester M146XH

Second floor studio apartment.

Directions	Off Wilmslow Road (B5093)
Accommodation	Ground floor: Communal hall Second floor: Hall, open plan lounge/bedroom, kitchen, bathroom Exterior: Communal gardens and parking
Note	Double glazing. Easy access to the Universities and Manchester City Centre. To be sold with contents as seen
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Terms and Conditions

for proxy, telephone and internet bidding

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

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

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.

4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £2000,) PLUS the 0.5% (min. £495.00) Buyers Premium, for each lot. Where the lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

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

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

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

Proxy, Telephone & Internet Bidding

Authorisation
Form

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

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

Name: _____

Buyers Name: _____

(if different)

Address: _____

Postcode _____

Telephone/
Internet:

Work: _____

Home: _____

Mobile: _____

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

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

*E-Mail: _____

Date of Auction: _____ Lot Number: _____

*Essential for internet bidding

Property Address: _____

Maximum Bid: _____ Amount of Deposit: _____

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

Both cheques should be made payable to Edward Mellor Ltd.

Solicitors

Name & Address: _____

Telephone No: _____ Person acting for you: _____

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

Signed: _____ Date: _____

COMMON AUCTION CONDITIONS

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

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

Introduction

The common auction conditions have three main sections:

1. Glossary

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

2. Auction Conduct Conditions

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

3. Conditions of Sale

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

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

These conditions are legally binding.

Important Notice:

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

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

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

Glossary

In the CONDITIONS wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

AGREED COMPLETION DATE

Subject to condition G9.3:

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

APPROVED FINANCIAL INSTITUTION

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

ARREARS

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

ARREARS SCHEDULE

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

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

CATALOGUE

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

COMPLETION

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

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

CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

CONTRACT

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

CONTRACT DATE

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

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

DOCUMENTS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE

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

LOT

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

OLD ARREARS

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

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

SALE CONDITIONS

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

SALE MEMORANDUM

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY SCHEDULE

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

TRANSFER

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The AUCTIONEERS.

YOU (AND YOUR)

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

Auction Conduct Conditions

A1 INTRODUCTION

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

A1.2 The CATALOGUE is issued only on the basis

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

A.2 OUR ROLE

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

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER

INFORMATION

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

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

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

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

A5 THE CONTRACT

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

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

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

General Conditions of Sale

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

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

G1 THE LOT

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

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

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

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

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

G1.5 Where anything subject to which the LOT

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

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

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

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

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

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

G2 DEPOSIT

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

G2.2 THE DEPOSIT

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

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

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

G3 BETWEEN CONTRACT AND COMPLETION

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

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

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

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

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

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

G4 TITLE AND IDENTITY

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

- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;
 - (b) if the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold;
 - (c) if the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT;
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for certification of title made to the land registry;
 - (ii) the DOCUMENTS accompanying that

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

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

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

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

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

G5 TRANSFER

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

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

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

BUYER, or by more than one TRANSFER.

G6 COMPLETION

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

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

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

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

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

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

G7 NOTICE TO COMPLETE

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

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

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

G9 LANDLORD'S LICENCE

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

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

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

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

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

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

G10 INTEREST AND APPORTIONMENTS

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

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

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

by the BUYER.

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

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

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

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

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

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

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

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

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

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

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

G12 MANAGEMENT

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

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

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

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

G13 RENT DEPOSITS

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

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

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

in which the BUYER covenants with the SELLER to:

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

G14 VAT

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

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

G15 TRANSFER AS A GOING CONCERN

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

(b) this CONDITION G15 applies.

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

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

G15.3 The BUYER confirms that:

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

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

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

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

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

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

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

G16 CAPITAL ALLOWANCES

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

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

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

G16.4 The SELLER and BUYER agree:

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

G17 MAINTENANCE AGREEMENTS

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

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

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

G19.5 Where relevant:

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

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

G20 TUPE

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

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

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

G21 ENVIRONMENTAL

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

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

G21.3 The BUYER agrees to indemnify the

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

G22 SERVICE CHARGE

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

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

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

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

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

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

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

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

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

G23 RENT REVIEWS

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

determined.

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

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

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

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

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

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

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

G25 WARRANTIES

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

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

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

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

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

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

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

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

END OF RESIDENTIAL LISTINGS

Property Services:

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

Other Services:

Life Insurance	0800 195 8900
Income Protection	
Pension Advice	
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