

New Venue
AJ Bell Stadium
1 Stadium Way
Salford
M30 7EY / M30 7LJ

Edward Mellor Auction
4th February 2015
Registration from **1.00pm**
Mixed Residential & Commercial
Auction start time 2.00pm

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0161 443 4740

www.edwardmellor.co.uk/auction

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

Openwork



SUCCESS STORIES

from our last auction

Parsonage Street
Heaton Norris



Two bedroom
terrace property

Guide price: £65,000+

Sold for £85,000

Thornwood Avenue
Gorton



Two bedroom
end terrace property

Guide price: £50,000+

Sold for £60,500

Ludworth Hall
Marple Bridge



Two bedroom
apartment

Guide price: £120,000+

Sold for £134,000

Moston Lane
Moston



Three bedroom
detached dormer
bungalow

Guide price £81,000+

Sold for £94,000

Stonecliffe Gardens
Leeds



Three bedroom
end town house

Guide price: £44,000+

Sold for £62,000

Bridgewater Street
Salford



Two bedroom
apartment

Guide price £60,000+

Sold for £71,500

SUCCESS STORIES

from our last auction

EDWARD
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auction



Grimshaw Lane

Middleton

Vacant shop suited to
conversion STP

Guide price £28,000+

Sold for £38,000



Dicconson Lane

Bolton

Former church

Guide price £80,000+

Sold for £143,000



Land to side of Hazelhurst Road

Worsley

0.37 Acre potential development site

Guide price £25,000

Sold for £85,000

www.edwardmellor.co.uk

where is the auction room?



**AJ Bell Stadium - 1 Stadium Way - Barton-upon-Irwell - Salford - M30 7EY
0844 844 8400**



By Car

The stadium is situated at Barton, off the M60, junction 11.
GPS: (53.469091718355884, -2.3788297176361084)



By Bus

Buses from Manchester City Centre and Eccles. Number 67 to Liverpool Road, Irlam. Buses from the Trafford Centre (many services connect here from across the region). Number 100 to Liverpool Road, Irlam. (2 minute walk from the Liverpool Road stop.)



By Train

The nearest train stations are Irlam and Patricroft. For both stations walk to Liverpool Road and take the number 67 bus (as above).



By Tram

The nearest Metrolink tram stop is Eccles. From here, the stadium is approximately 40 minutes' walk or take the number 67 bus along Liverpool Road as above.

auction dates for 2015

Auction

Closing Date

4th February

9th January

19th March

19th February

28th April

31st March

11th June

12th May

22nd July

23rd June

16th September

18th August

28th October

29th September

8th December

10th November

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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.

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 a valuation and/or selling price. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept and may or may not be the same as the guide price. This is agreed between the vendor and the auctioneer and is also confidential and not disclosed to any parties. Prospective purchasers are strongly advised to consult their own professional advisors with respect to any sum to be offered at auction. The auctioneers are under no obligation to provide any advice on value or rental values in respect of any property. The auctioneer and vendor accept no responsibility for any loss, damage, costs or expenses incurred as a result of relying on the auctioneers guide price.

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 Amendments to the catalogue, these will be available in the auction room. Purchasers will be deemed to purchase with full knowledge of this information and will be asked to sign as such when completing the contracts.

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 £3,000) 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.

MEET THE TEAM



Louise McDonald



Nick Green



Gail Morris



Andy Thompson



Julie Williams



Chelsea Bennett



Sarah Bevan

“

Thank you very much for the service I received from you. I was extremely satisfied with Louise and the team. I am very pleased with the value you sold the property for. You exceeded the previous excellent service you had provided me with last time I sold with you and I will certainly come back to you next year should I have a need to sell another of my properties. ”

Mr C Johnson
Gorton

Order of sale

Sale starts at 2:00pm

Lot	Area	Address	Description
1	Preston	2 Avalwood Avenue	Two bedroom semi detached property
2	Levenshulme	38 Delamere Road	Three bedroom end terrace property
3	Eccles	25 Chadwick Street	Two/three bedroom end of terrace property
4	Whitefield	43 Kenilworth Avenue	Three bedroom semi detached property
5	Edgeley	29 Chelmsford Road	Two bedroom terrace property
6	Hollingworth	80 Market Street	Ground floor shop premises
7	Prestwich	1a Woodhill Drive	Parcel of land with planning consent
8	Hyde	Charlotte House	Fire damaged former care home
9	Eccles	272 Liverpool Road	Commercial development property
10	Crumpsall	13 Cedric Road	Three bedroom semi detached property
11	Wigan	746 Atherton Road	Two bedroom end terrace property
12	Hollingworth	3 Green Lane	One bedroom terrace property
13	Manchester	Various Addresses	Portfolio of ground and chief rents
14	Clayton	119 North Road	Five bedroom terrace property with garages
15	Longsight	16 Albert Place	Terrace property in two separate flats
16	Barrowford	Fife Street	25 Garages on plot suited to development STP.
17	Moston	1 Penn Street	Two bedroom terrace property
18	Oldham	278 Roundthorn Road	Two bedroom cottage
19	Stretford	892 Chester Road	Former take-away with living accommodation
20	Moston	45 Glen Avenue	Three bedroom detached property
21	Longsight	350 Dickenson Road	Terrace property in three flats
22	Middleton	23 Townley Street	Former care home suitable for conversion STP.
23	Newton-le-Willows	12 Brick Street	Two bedroom terrace property
24	Salford	35 Mackenzie Street	Two bedroom terrace property
25	New Mills	86 High Hill Road	Three bedroom semi detached property
26	Manchester	Ashton Old Road	Vacant public house/social club
27	Ashton Under Lyne	18 Old Street	Vacant takeaway with upper floors
28	Oldham	8 Kenton Street	Two bedroom end terrace property
29	Ashton Under Lyne	94 Alexandra Street	Two bedroom terrace property
30	Salford	18 Missouri Avenue	6,000 sq ft vacant industrial premises
31	Salford	20 Missouri Avenue	Tenanted industrial unit
32	Partington	8 Rutland Road	Three bedroom end terrace property

Order of sale

Sale starts at 2:00pm

33	Chorlton	443 Barlow Moor Road	Takeaway with accommodation and 5 garages
34	Accrington	143 Richmond Road	Three bedroom end terrace property
35	Blackley	141 Heaton Park Road	Three bedroom end terrace property
36	Oswaldtwistle	132 Union Street	Retail premises with upper floors
37	Wardle	75 Ramsden Road	Two bedroom end terrace property
38	Oldham	289 Ripponden Road	Terrace property with small shop
39	Blackburn	5 St Cecilia Street	Two bedroom terrace property
40	Rusholme	47 Carlton Avenue	Two bedroom terrace property
41	Ashton Under Lyne	44 Kenworthy Avenue	Two bedroom terrace property
42	Leigh	37 Siddow Common	Parcel of land with outline PP.
43	Northwich	6 Northway	Three bedroom semi detached property
44	Gorton	187 Mount Road	Ready to trade public house with large accommodation
45	Abbey Hey	70 Madison Street	Two bedroom terrace property
46	Higher Blackley	53 Sandyhill Road	Six bedroom end terrace property
47	Gorton	104 Hemsworth Road	Three bedroom semi detached property
48	Levenshulme	12 Baslow Ave	Two bedroom terrace property
49	Oldham	139 Ward Street	Two bedroom, two loft room, two bathroom terrace
50	Altrincham	11 Woodfield Road	Three bedroom terrace property
51	Heaton Moor	Flat 6, Jennings Court	Two bedroom apartment
52	Padiham	81 Thompson Street	Three bedroom end terrace property
53	Eccles	7 Bright Road	Three bedroom end terrace property
54	Moston	72 Ashley Lane	Three bedroom terrace property
55	Salford	51 Gerald Road	Two bedroom terrace property
56	Levenshulme	14 Stanbrook Street	Two bedroom terrace property
57	Tintwistle	10 New Road	One bedroom terrace property
58	Mossley	1 New Earth Street	Two bedroom end terrace property
59	Farnworth	62 Worsley Road	Four bedroom end terrace property
60	Denton	591 Manchester Road	Four bedroom end terrace property
61	Blackley	Middleton Old Road	Former Conservative Club
62	Millom	1-11 Wellington Street	Large commercial development opportunity

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Edward Mellor’s should be the natural first choice for anybody requiring an estate agent or property auctioneer. Thank you.”

Mr C Ebbrell - Swinton

“ Just wanted to say thank you to you all for selling Bridgewater View. I’m so pleased with the result, the price achieved was much more than what I expected! I’ll definitely sell with you again.”

Mr J Duncalf - Salford

Our Customers say more about our service than we ever could

“I would highly recommend Edward Mellor auctions as they delivered a sale when other auctioneers couldn’t! Nick Green Head of commercial promised to keep me informed and he did. They were very transparent, open and honest and best of all, efficient! What more could a body ask for!”

Mr S Milligan - Hazel Grove

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Scott Hendry
Director



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Lot 1

*Guide Price £55,000 +



**2 Avalwood Avenue, Longton,
Preston PR4 5FD**

Two bedroom semi detached property.

Directions	Off Chapel Lane, off Longton By-Pass (A59)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Garden to rear
Note	Gas central heating
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 2

*Guide Price £70,000 +



**38 Delamere Road, Levenshulme,
Manchester M19 3NQ**

Three bedroom end terrace property.

Directions	Directly off Stockport Road (A6)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, shower room First floor: Three bedrooms, bathroom area Exterior: Rear yard
Note	Central Levenshulme location
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 3

*Guide Price £75,000 +



25 Chadwick Road, Eccles, Manchester M30 0WU

Two/three bedroom double fronted terrace property.

Directions	Located at the junction of Chadwick Road and Bright Road
Accommodation	Ground Floor: Hallway, Two separate reception rooms, kitchen First Floor: Landing, two double bedrooms, box room (formerly bathroom), large bathroom (formerly bedroom) Exterior: Walled front garden, side yard
Notes	PVCu double glazed windows, central heating.
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department: 0161 443 4740

Lot 4

***Guide Price £88,000 +**



43 Kenilworth Avenue, Whitefield, Manchester M45 6TG

Three bedroom semi detached property.

Directions Directly off Bury Old Road (A665)

Accommodation Ground floor: Hall, lounge, dining room, kitchen with french doors
 First floor: Three bedrooms, bathroom
 Exterior: Gardens to the front and rear, driveway

Note Gas central heating and double glazing

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 5

***Guide Price £75,000 +**



29 Chelmsford Road, Edgeley, Stockport SK3 9LL

Two bedroom terrace property.

Directions Off Bloom Street, off Northgate Road, off Edgeley Road (B5465)

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

Note Gas central heating and double glazing. Cash buyers only

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 6

TO BE SOLD WITH NO RESERVE



80 Market Street, Hollingworth, Hyde SK14 8JA

Ground floor shop premises.

Directions On main Market Street (A628) close to Green Lane

Details We are offering the ground floor only which comprises: shop area, store area, WC

Note The vendor of this property is a director of Edward Mellor Ltd. Busy main road location

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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Legal Pack
Online
Now!**



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Lot 7

*Guide Price £60,000 +



1a Woodhill Drive, Prestwich, Manchester M25 0BD

Parcel of land with PP for two bedroom detached property.

Directions	Located off Bury New Road (A56) close to Barnfield Park
Details	Parcel of land extending to 0.055 Acres (0.02 H) with permission for a two bedroom property
Planning	Reference 56781 Bury Metropolitan Borough Council: Erection of one number dwelling with associated landscaping (resubmission) 18/10/2013
Notes	The picture in the catalogue must not be relied upon as the true boundaries for either the development or site and are intended for use as visual identification only. All parties must satisfy themselves as to the true boundaries and actual permission and plans.
Viewing	Open site, please do not trespass on the neighbours boundaries.

Lot 8

*Guide Price £200,000 +



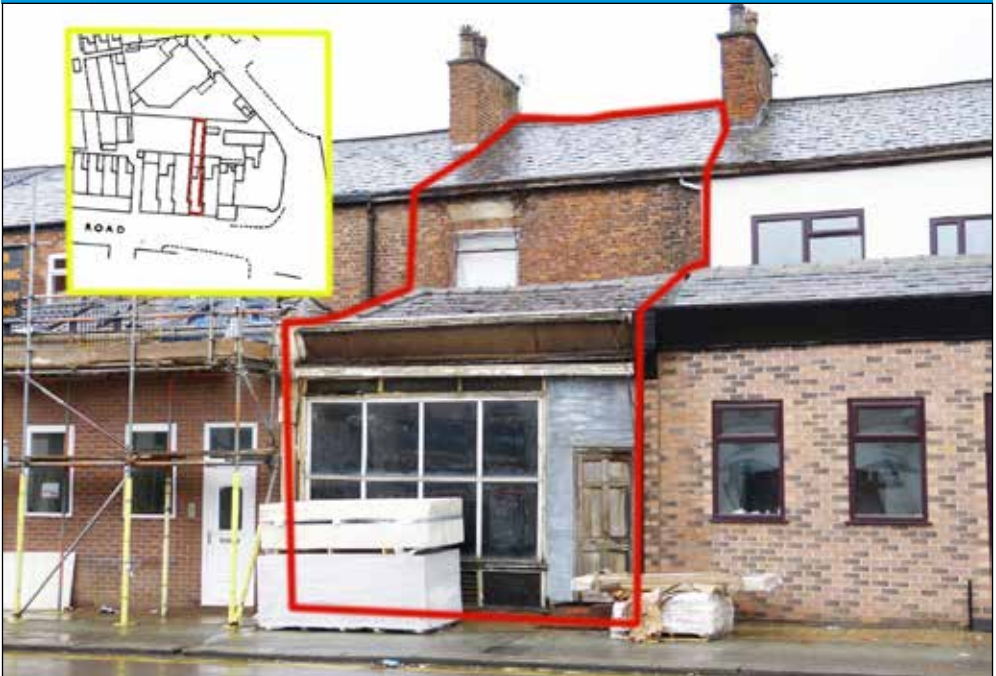
Charlotte House, Albert Road, Hyde SK14 1DH

Fire damaged former care home suitable for redevelopment STP.

Directions	Located off Chapel Street off Market Street in town centre (A57/A627)
Details	An internal inspection has not been undertaken. The property was a former residential care home that appears to have been extended several times in its history. Site area approximately 0.25 Acre (0.10 Hectares)
Note	The property has been subject to significant fire damage and is currently not safe to inspect internally. Any person(s) entering the grounds do so at their' own risk and Edward Mellor Ltd nor the vendors accept any liability for injuries.
Possession	Vacant on completion
Planning	The property and site may lend themselves to redevelopment subject to planning permission and we advise all interested parties to consult with the local planning department directly at Tameside Council
Viewing	The property has been subject to significant fire damage and is currently not safe to inspect internally. Any person(s) entering the grounds do so at their' own risk and Edward Mellor Ltd nor the vendors accept any liability for injuries.

Lot 9

*Guide Price £39,000 +



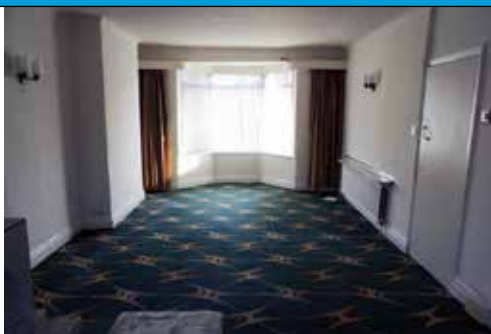
272 Liverpool Road, Eccles, Manchester M30 0RZ

Retail and residential property in need of improvement.

Directions	Located on Liverpool Road (A57) close to the traffic lights at The Bridgewater Public House
Details	An internal inspection has not been possible. The vendor's agent has advised the accommodation comprises: Ground Floor: Shop area, two rooms and kitchen/dining room First Floor: Two bedrooms, bathroom Exterior: Rear yard area/parking area
Notes	Historic permission granted for a single storey rear extension, installation of rear dormer and change of use from shop to residential of 11/60461/FUL. Grants have been recently available for facelifts to commercial properties on Liverpool Road and interested parties are advised to consult directly with the local council for current availability. The extract of the title plan is for identification purposes only and is not to scale.
EPC rating	G
Possession	Vacant on completion
Viewing	External viewings only, no access will be permitted

Lot 10

*Guide Price £100,000 +



13 Cedric Road, Crumpsall, Manchester M8 4JE

Three bedroom semi detached property.

Directions Off Brooklands Road, off Middleton Road (A576)

Accommodation Ground floor: Entrance hall, lounge open plan to dining room, kitchen
 First floor: Three good sized bedrooms, bathroom, separate wc
 Exterior: Gardens to the front and rear, driveway

Note Gas central heating and double glazing

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 11

*Guide Price £45,000 +



746 Atherton Road, Hindley Green, Wigan WN2 4SB

Three bedroom end terrace property.

Directions On main A577, opposite Swan Lane

Accommodation Ground floor: Lounge, kitchen, bathroom, cellar
First floor: Three bedrooms
Exterior: Paved rear garden

EPC Rating G

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

R

PETER ROBINSON
PROPERTY LAWYER

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Auction Conveyancing

Contact – Peter Robinson

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



Lot 12

***Guide Price £37,000 +**



**3 Green Lane, Hollingworth,
Hyde SK14 8HS**

One bedroom terrace property.

Directions	At the junction with Market Street (A628)
Accommodation	Ground floor: Entrance vestibule, lounge, kitchen First floor: Bedroom, bathroom, loft room Exterior: Communal rear yard
Note	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 13

***Guide Price £3,000 +**



**Ground And Chief Rents, Belgrave Street,
Denton, Croft Street, Hyde SK14 1BE**

Portfolio of ground and chief rents.

Directions	Located in Denton and Hyde on residential properties
Details	Portfolio of various ground and chief rents in Hyde and Denton. Hyde: Under lease of 999 Years from 29 September 1869, income from £2.00 to £10 per annum with circa £20 per annum to head lessee. Denton: Chief rents with income from £3-4 per annum
Notes	Please refer to legal pack for full details and information: the lined maps are for purposes of identification only.

Lot 14

*Guide Price £115,000 +



119 North Road, Clayton, Manchester M11 4NE

Five bedroom terrace with plot to rear may suit development STP.

Directions	Located on North Road close to Clayton Hall Road
Accommodation	Ground Floor: Hallway, three reception rooms, kitchen First Floor: Three bedrooms, bathroom Second Floor: Two bedrooms Exterior: Garden and yard, parking, double garage and workshop
Notes	Partial double glazing, centrally heated. The workshop and garage at the rear of the property may lend themselves to redevelopment subject to the necessary consents. Interested parties are advised to consult with the local planning department directly. The plan is for identification purposes only: refer to the legal pack for the true boundary.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 15

*Guide Price £125,000 +



16 Albert Place, Longsight, Manchester M13 0SQ

Terrace property converted into two self contained flats.

Directions	Albert Place is located off Dickenson Road close to Longsight Market
Accommodation	Ground Floor: Lounge, kitchen, bedroom and shower room First Floor: Lounge, dining kitchen, two bedrooms, bathroom Exterior: Small garden to front, enclosed rear yard
Notes	Recent double glazing, gas central heating, refitted kitchen and bathroom in first floor flat
EPC rating	Flat 1: E. Flat 2: F
Possession	Tenanted unless otherwise specified: lease details will be available in legal pack: Flat 1 (ground floor) 6 month AST from 30 July 2014 at £390 PCM
Viewing	Strictly by appointment with the auctioneers office 0161 443 4740

Lot 16

*Guide Price £85,000 +



Garages To Rear Of, Fife Street, Barrowford, Nelson BB9 6DD

Colony of 25 garages on plot suitable for development STP.

Directions	The garages are located at the junction of Fife Street and Carr Hall Drive off Carr Hall Road
Details	The lot consists of 25 No garages on a plot of land estimated at 0.27 Acres (0.11 H) or thereabouts, The site is located between two rows of terrace properties in the popular and highly sought after location of Barrowford in Nelson.
Planning	The site may lend itself to redevelopment subject to the necessary consents and interested parties are advised to consult with the local planning department directly.
Possession	Several garages are tenanted with income reported as £4,600 per annum, the agreements and confirmations will be contained in the legal pack
Notes	The lined plan is to be used for purposes of identification only and must not be relied upon as being the true boundary nor entire lot being sold- all parties must refer to the legal pack for the official title plan
Viewing	Open site, garages must not be internally inspected

Lot 17

*Guide Price £47,000 +



1 Penn Street, Moston, Manchester M40 9NF

Tenanted two bedroom terrace property.

Directions	Penn Street on corner of Pym Street, off Moston Lane
Accommodation	Not inspected but reported as: Ground Floor: Two receptions, kitchen First Floor: Two bedrooms, bathroom Exterior: Pavement fronted, yard to rear
Notes	Double glazing, central heating
EPC rating	D
Possession	Tenanted since 2013, income seen on vendors bank statements from 31/07/13 and 31/10/14 at £435, new lease to be signed with increased rent at £445 PCM
Viewing	Strictly by appointment with Auctioneers office 0161 443 4740

Lot 18

*Guide Price £50,000 +



278 Roundthorn Road, Oldham OL4 5LJ

Two bedroom Grade II listed cottage.

Directions	Off Abbeyhills Road (B6194)
Accommodation	Ground floor: Lounge, kitchen accessed from the side of the property First floor: Two bedrooms, bathroom Exterior: Front and rear garden, open aspect to rear, garage to rear
Note	Gas central heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd. Pleasant semi-rural location
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 19

*Guide Price £130,000 +



892 Chester Road, Stretford, Manchester M32 0PA

Former takeaway with accommodation over three floors.

Directions	Located on Chester Road (A56) close to Gorse Hill Public House
Details	Ground Floor: Shop, kitchen, rear room, shower room First Floor: Three rooms, bathroom. Second Floor: Two rooms Exterior: Yard to rear. Basement: Cellar chamber
Notes	Double glazing, central heating, may suit change of use subject to planning
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 20

*Guide Price £70,000 +



45 Glen Avenue, Blackley, Manchester M9 4EU

Three bedroom detached property.

Directions	Off Gill Street, off Moston Lane
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen, conservatory First floor: Three bedrooms, bathroom Exterior: Large rear garden, driveway
Note	Gas central heating and double glazing. Larger than average plot with woodland to rear so not overlooked. Offering the potential for redevelopment (subject to the usual planning consents)
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 21

*Refer to Auctioneers



350 Dickenson Road, Longsight, Manchester M13 0NG

Terrace property in three flats.

Directions	On main A6010 between Stockport Road and Anson Road
Accommodation	Not inspected Ground floor: One bedroom flat First floor: Two bedroom flat Second floor: One bedroom flat Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	Flat 1 - on order Flat 2 - D Flat 3 - on order
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 22

*Guide Price £90,000 +



Richards House, 23 Townley Street, Middleton, Manchester M24 1AT

Five bedroom former care home.

Directions	Located on Townley Street off Oldham Road (A669) on corner of Preston Street
Accommodation	Ground Floor: Entrance vestibule, lounge, kitchen/diner, WC First Floor: Five bedrooms, two additional rooms (staff rooms), bathroom, shower room, WC Cellar and rear yard
Notes	Double glazing, central heating: may suit alternative uses or conversion to flats STP.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 23

*Guide Price £42,000 +



12 Brick Street, Newton-le-Willows WA12 9PN

Two bedroom terrace property.

Directions Off Bank Street, off Earle Street/
Wharf Road, off Common Road
(A572)

Accommodation Ground floor: Hall, lounge, dining
room, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Gas central heating and double
glazing

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



Lot 24

*Guide Price £52,000 +



35 Mackenzie Road, Salford M7 3TH

Two bedroom terrace property.

Directions Off Stamford Road, off Littleton
Road

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

Note Gas central heating and double
glazing

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 25

*Guide Price £88,000 +



86 High Hill Road, New Mills, High Peak SK22 4HN

Three bedroom semi detached property.

Directions Off Batemill Road/Thornsett

Accommodation Ground floor: Entrance hall, lounge, dining room, utility room, kitchen
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front and rear, the rear being not overlooked

Note Gas central heating and double glazing. Lovely rural location

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 26

*Guide Price £125,000



Legh Arms, Ashton Old Road, Openshaw, Manchester M11 2HD

Two storey social club on busy main road, may suit development STP.

Directions	On the A635 two miles east of the city centre and half a mile from Manchester City Football Club
Details	Two storey vacant social club with gated alleyway to front leading to rear beer garden
Accommodation	Ground Floor: Open-plan trading area with bar servery to side, two raised drinking areas, games area to the rear with access to beer garden, catering kitchen and customer WCs, basement beer cellar and stores First Floor: Private living accommodation with three bedrooms, kitchen, living room and bathroom
Notes	EPC rating: D. The fixtures and fittings, where owned, will be included in the sale. Any third party items, such as gaming machines, dispense equipment, sound systems etc, will be excluded. VAT will be payable in addition to the purchase price unless otherwise specified: If it is the intention of the buyer to convert the building to a dwelling they must complete before exchanging contracts the HMRC form "Certificate to disapply the option to tax buildings to be converted into dwellings" This form will be contained in the legal pack. The HMRC suggests all parties completing this certificate read: Notice 742A Opting to tax land and buildings which is found at www.hmrc.gov.uk
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 27

*Guide Price £35,000 +



18 Old Street, Ashton-under-lyne OL6 6LB

Former takeaway with upper parts off Town Centre.

Directions	Turn onto Stamford Street Central from the Memorial Gardens Roundabout and first right onto George Street along the one way system that leads onto Old Street
Details	Ground Floor: Retail space, office, kitchen, toilets circa 50 sq m (538 sq ft) First Floor: Storage/office/workspace circa 36 sq m (387 sq ft)
Notes	The upper floors may lend themselves to conversion subject to the necessary consents. Rateable Value £4,550 per annum.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 28

*Guide Price £47,000 +



8 Kenton Street, Oldham OL8 2DB

Two bedroom end terrace property.

Directions	The property is located on the corner of Kingsbridge Road off Brook Lane, close to Alexandra park
Accommodation	Not inspected but reported to be: Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Exterior: Small garden to front, enclosed rear yard
Notes	Double glazing, central heating
EPC rating	E
Possession	Tenanted by virtue of a 6 month AST dated 25 September 2014 at £93.75 per week
Viewing	Auction department 0161 443 4740

Lot 29

*Guide Price £52,000 +



94 Alexandra Street, Ashton-under-lyne OL6 9QR

Two bedroom terrace property.

Directions	Located off Mossley Road (A670) close to Curzon Road
Accommodation	Not inspected but reported to be: Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Exterior: Yard to rear
Notes	Double glazing, central heating
EPC rating	D
Possession	Currently tenanted, however the vendors have advised that the property should be vacated by 15th January
Viewing	Auction department 0161 443 4740

Lot 30

*Guide Price £150,000



18 Missouri Avenue, Weaste, Salford M50 2NP

6,190 sq ft (575 sq m) vacant industrial premises.

Directions	Missouri Avenue off Eccles New Road the main A57. Convenient for access to Junction 3 of the M602 motorway connecting to the M60 and M62.
Description	6,190 sq ft (575 sq m) vacant industrial unit with communal yard and car parking area.
Notes	Map published is for identification purposes only
Tenure	Assumed leasehold for 125 years: please refer to the legal pack for details
Possession	Vacant on completion
EPC rating	E
Viewings	Auction Department 0161 443 4747

Lot 31

*Guide Price £125,000



20 Missouri Avenue, Weaste, Salford M50 2NP

4,006 sq ft (372 sq m) tenanted industrial premises.

Directions	Missouri Avenue off Eccles New Road the main A57. Convenient for access to Junction 3 of the M602 motorway connecting to the M60 and M62.
Description	4,006 sq ft (372 sq m) tenanted industrial unit with communal yard and car parking area.
Notes	Map published is for identification purposes only. VAT is payable on the purchase price at the prevalent rate.
Tenure	Leasehold for 125 years from 15.12.1983 with a ground rent of £3,000 pa - please refer to the legal pack for details
Possession	Tenanted on a 5 year lease from 2014 at £14,000 per annum with a break at 12 months - please refer to the legal pack for details
EPC rating	E
Viewings	Auction Department 0161 443 4747

Lot 32

*Guide Price £59,000 +



8 Rutland Road, Partington, Manchester M31 4NP

Three bedroom end terrace property.

Directions	Off Laurel Walk, off Wood Lane, off Warburton Road (A6144)
Accommodation	Ground floor: Porch, cloakroom, kitchen, dining room, lounge, rear porch First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, off road parking
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 33

*Guide Price £195,000 +



443 Barlow Moor Road, Chorlton-cum-Hardy, Manchester M21 8AY

Vacant takeaway with accommodation and five garages to rear.

Directions	On Barlow Moor Road (A5145) near Tesco Metro Store, close to Beech Road
Details	Ground Floor: Takeaway counter and floor, rear prep room, store room, kitchen, external lean to work space, WC. First Floor: Two rooms, modern shower room. Second Floor: Loft room (building regs' not seen) Externally: Terrace garden to rear.
Garages	Five garages are located to the rear of the property accessed from Claude Road. The five garages are rented on on informal agreements, vendors advise income circa £3400 per year.
Notes	The property may suit alternative uses or conversion subject to consents. EPC rating: G
Possession	Property- vacant on completion. Garages: Tenanted unless otherwise specified.
Viewing	Auction Department 0161 443 4747

Lot 34

***Guide Price £28,000 +**



143 Richmond Road, Accrington BB5 0HY

Three bedroom end terrace property.

Directions	Off Willows Lane, off Blackburn Road
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and partial double glazing. Interior photo taken prior to tenancy
EPC Rating	G
Possession	Tenanted - let on a twelve month AST from 24/11/14 at £90 per week
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed



Lot 35

***Refer to Auctioneers**



141 Heaton Park Road, Blackley, Manchester M9 0NZ

Three bedroom terrace property.

Directions	Off Victoria Avenue, off Middleton Road (A567)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to front and rear, driveway
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 36

*Guide Price £39,000 +



132 Union Road, Oswaldtwistle, Accrington BB5 3DR

136 sqm (1460 sq ft) retail premises with upper parts.

Directions	Located on Union Road (B6231) opposite Haworth Street
Details	Ground Floor: Retail areas, storage and office space. First Floor: Workshop areas, storage and staff WCs. Exterior: Yard to rear
Notes	The premises may lend themselves to conversion or change of use subject to the necessary consents
EPC rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 37

*Guide Price £75,000 +



75 Ramsden Road, Wardle, Rochdale OL12 9JU

Two bedroom end terrace property.

Directions Off Birch Road, off Halifax Road (A58)

Accommodation Not inspected
Ground floor: Lounge, dining kitchen, cellar
First floor: Two bedrooms, bathroom, attic room
Exterior: Garden to the front

Note Gas central heating and double glazing

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 38

*Guide Price £40,000 +



289 Ripponden Road, Watersheddings, Oldham OL1 4JJ

Residential terrace property with small shop area.

Directions The property is located on Ripponden Road (A672) opposite Watersheddings Street and Counthill Road.

Details Ground Floor: Open plan irregular shape room and kitchen to front
First Floor: Living room, kitchen, bathroom, one bedroom
Small yard area to rear.

Notes The property may suit full residential conversion or alternative uses subject to the necessary consents. The property has some double glazing and a central heating system requiring some pipework.

EPC rating F

Possession Vacant on completion

Viewing Auction department 0161 443 4740

Lot 39

*Guide Price £41,000 +



5 St. Cecilia Street, Great Harwood, Blackburn BB6 7BS

Two bedroom terrace property.

Directions Off Cross Street, off Princess Street, off St Huberts Street, off Queen Street

Accommodation Ground floor: Hall, lounge, dining room, kitchen
First floor: Two 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 40

*Guide Price £72,000 +



47 Carlton Avenue, Rusholme, Manchester M14 7WL

Two bedroom terrace property.

Directions Off Yew Tree Road, off Platt Lane

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

Note Gas central heating and majority double glazing

EPC Rating D

Possession Tenanted - let on a six month AST from 01/09/14 at £400 per month

Viewing Strictly by appointment with the Auctioneers on 0161 443 4740

Lot 41

*Guide Price £48,000 +



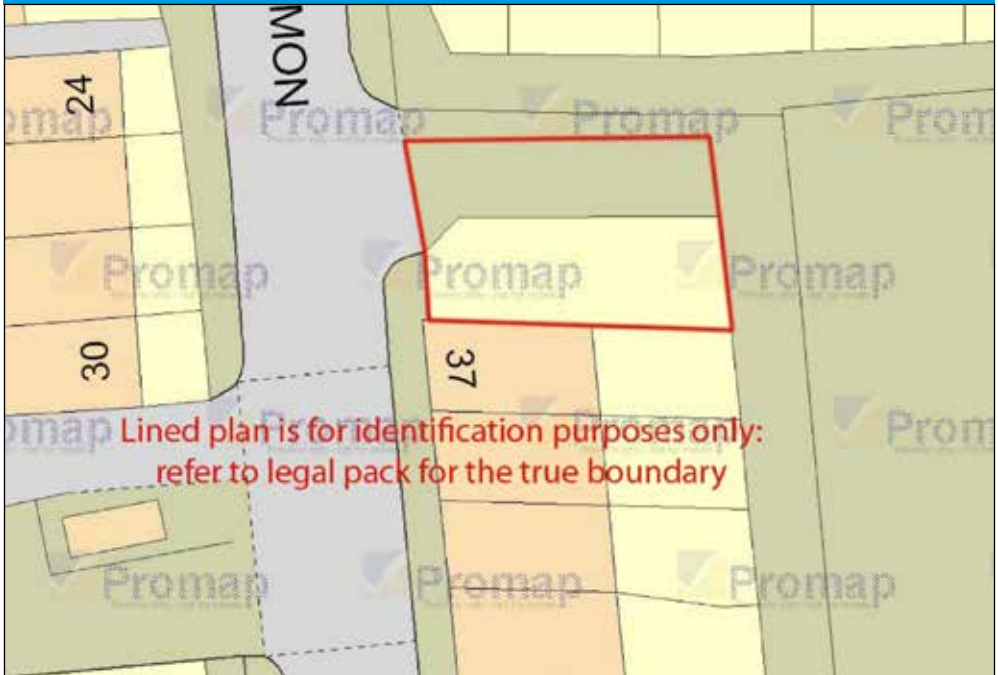
44 Kenworthy Avenue, Ashton-under-lyne OL6 9EH

Two bedroom terrace property.

Directions	Located off Kings Road close to junction with Lees Road and Asda Supermarket
Accommodation	Ground Floor: Lounge, dining kitchen First Floor: Two bedrooms, shower room and WC Externally: Rear yard
Notes	UPVC windows and doors, central heating.
EPC rating	On order
Possession	Tenanted on 12 month AST from 28 February 2014 at rent of £375 PCM. Tenant has resided in this property for four years
Viewings	Viewings will be available by appointment with the auctioneers on 0161 443 4740. The tenant must not be disturbed.

Lot 42

*Guide Price £15,000 +



Land Adjacent To, 37 Siddow Common, Leigh WN7 3EY

Parcel of land with outline planning for a detached dwelling.

Directions	The parcel of land is located adjacent to 37 Siddow Common a short distance from the junction with East Bridgewater Street
Details	Small parcel of land circa 172 square metres (0.04 Acres) or thereabouts
Planning	Planning reference A/14/79220/ OUTLINE
Notes	The map is intended for identification purposes only and as a guide to the site layout and position. The measurements are purely speculative and derived from calculation tools from "Promap" and therefore all interested parties must satisfy themselves as to the correct measurements and title plan from the legal pack.
Possession	Vacant on completion
Viewing	Open site

Lot 43

*Guide Price £95,000 +



6 Northway, Northwich, Cheshire CW8 4DF

Three bedroom semi detached property.

Directions Directly off Winnington Lane (A533)

Accommodation Ground floor: Entrance vestibule, lounge with doors to dining room having french doors to the garden, open plan kitchen
First floor: Three bedrooms, bathroom
Exterior: Garden to rear

Note Gas central heating and double glazing

EPC Rating F

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 44

*Guide Price £195,000 +



Gorton Mount Public House, 187 Mount Road, Gorton, Manchester M18 7QG

Public house, ready to trade with large accommodation over.

Directions	Mount Road on corner of Darras Road
Details	Open plan trade area with three seating areas, bar, small kitchen, store, beer cellar in basement. First Floor offers 7 rooms, kitchen and bathroom. Externally: Forecourt area to front, enclosed beer garden and "courtyard area between front and rear of main bar. Site area approximately 0.19 Acres (0.08 Hectares)
Notes	Tenure: long leasehold: refer to legal pack for further information. EPC rating C. May be suitable for change of use subject to the necessary consents.
VAT	Refer to legal pack
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 45

***Guide Price £47,000 +**



70 Madison Street, Abbey Hey, Manchester M18 8SD

Two bedroom terrace property.

Directions	Located off either Vine Street or Jetson Street which are off Abbey Hey Lane
Accommodation	Ground Floor: Two reception rooms, kitchen First Floor: Two bedrooms, bathroom Exterior: Rear Yard
Notes	Double glazed, centrally heated
EPC rating	E
Possession	Tenanted on 6 month AST rolling over at £450 PCM from 2nd July 2014
Viewing	Auction department 0161 443 4740

Lot 46

***Guide Price £95,000 +**



53 Sandyhill Road, Higher Blackley, Manchester M9 8GL

Six bedroom end terraced property.

Directions	Off Riverdale Road, off Blackley New Road, off Middleton Road (A576)
Accommodation	Ground floor: Hall, ground floor WC, lounge, dining room, study, kitchen First floor: Six bedrooms, two bathrooms Exterior: Gardens to the front and rear
Note	Redevelopment potential for 2 or 3 dwellings (subject to the usual pp) or HMO with 8 letting rooms; 6 on the first floor and 2 on the ground floor. Local housing rates show a potential income for shared accommodation of £64.62pw per room subject to licences Et permission
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 47

*Refer to Auctioneers



104 Hemsworth Road, Gorton, Manchester M12 7SD

Three bedroom detached property.

Directions From Mount Road, turn into Melland Road then straight over into Hemsworth Road

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

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

Postponed until March

Lot 48

*Refer to Auctioneers



12 Baslow Avenue, Levenshulme, Manchester M19 6GG

Two bedroom property.

Directions Off Cleveland Avenue, off Barlow Road, off Stockport Road (A6)

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

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

EPC Rating On order

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

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

Postponed until March

Lot 49

*Guide Price £75,000 +



139 Ward Street, Oldham OL1 2EQ

Four bedroom end terrace property.

Directions At the end of Mitchell Street which is off Rochdale Road (A671)

Accommodation Ground floor: Entrance vestibule, lounge, dining room, dining kitchen
First floor: Two bedrooms, bathroom
Attic: Two rooms, en-suite shower room
Exterior: Rear yard

Note Gas central heating and double glazing

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Lot 50

*Guide Price £147,000 +



11 Woodfield Road, Broadheath, Altrincham WA14 4ET

Three bedroom period terrace property.

Directions	The property is located off Manchester Road (A56).
Accommodation	Ground Floor: Entrance hallway, open plan living and dining room, modern fitted kitchen First Floor: Landing, three bedrooms, modern bathroom Exterior: Small garden to front, enclosed rear courtyard style garden.
Notes	The property is suited to cash buyers and has double glazing and central heating
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 51

*Guide Price £95,000 +



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

Two bedroom apartment.

Directions	Off Shaw Road, off Heaton Moor Road (B5169)
Accommodation	Ground floor: Entrance hall, bedroom two, lounge Lower ground floor: Kitchen/breakfast room, master bedroom with en-suite shower room, bathroom Exterior: Corner situation with communal access via Derby Range
Note	Gas central heating and double glazing. Interior photographs taken prior to commencement of tenancy
EPC Rating	C
Possession	Tenanted - let on a six month AST from 01/09/14 at £650 per month
Viewing	Viewings are available on this lot strictly by appointment with the Auction Department 0161 443 4740

Lot 52

***Guide Price £29,000 +**



**81 Thompson Street, Padiham,
Burnley BB12 7BG**

Three bedroom end terrace property.

Directions	Off Green Lane, off Burnley Road (A671)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Part tenanted - let on room by room basis at £170 per room per two weeks. Please refer to the legal pack for more information
Viewing	Auction Department 0161 443 4740

Lot 53

***Guide Price £55,000 +**



**7 Bright Road, Eccles,
Manchester M30 0WG**

Three bedroom end terrace property.

Directions	Off Liverpool Road (A57)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 54

*Guide Price £54,000 +



72 Ashley Lane, Moston, Manchester M9 4WT

Three bedroom terrace property.

Directions	Located on Ashley Lane, off Moston Lane
Accommodation	Ground Floor: Porch, hallway, open plan lounge and dining room, large kitchen First Floor: Three bedrooms, bathroom Exterior: Garden fronted, rear yard and communal gardens to rear
Notes	Double glazing, central heating, potential for vendors to lease for 6 months subject to tenancy agreement.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 55

*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 56

*Guide Price £75,000 +



14 Stanbrook Street, Levenshulme, Manchester M19 3JY

Two bedroom terrace property.

Directions	Located off Highfield Road off Broom Lane
Accommodation	Ground Floor: Vestibule, living rooms, dining room, kitchen. First Floor: Two bedrooms, modern bathroom suite Exterior: Small front garden, good size rear yard
Notes	PVCu double glazed windows, central heating. Fixtures where not fitted may be available under separate negotiation.
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Lot 57

*Guide Price £50,000 +



10 New Road, Tintwistle, Glossop SK13 1JN

One bedroom cottage.

Directions Directly off Manchester Road (A628)

Accommodation Lower ground floor: Bedroom
Ground floor: Lounge, dining kitchen
First floor: Bathroom
Exterior: Small garden frontage

Note Gas central heating and partial double glazing

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



Lot 58

*Guide Price £65,000 +



1 New Earth Street, Mossley, Ashton-under-lyne OL5 0SL

Two bedroom end terrace property.

Directions Off Carrhill Road, off Stockport Road (A670)

Accommodation Not inspected
Ground floor: Lounge, dining kitchen with built in oven and hob
First floor: Two bedrooms, shower room

Note Gas central heating and double glazing. We understand that the exterior of the property is due to be painted.

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



Lot 59

***Guide Price £82,000 +**



62 Worsley Road, Farnworth, Bolton BL4 9LT

Four bedroom end terrace property.

Directions	On main A575
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Four bedrooms, bathroom Exterior: Low maintenance gardens to three sides, detached garage
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Lot 60

***Guide Price £138,000 +**



591 Manchester Road, Dane Bank, Denton M34 2PF

Substantial Victorian terrace property.

Directions	The property is located close to Denton Golf Club on the A57 Manchester Road.
Accommodation	Ground Floor: Entrance porch, hallway, large family/living room, dining room, fitted kitchen First Floor: Landing, Three bedrooms, family shower room, separate WC Second Floor: Bedroom with study area, family bathroom Externally: Gardens to three sides, garage
Notes	The property has double glazing and central heating. EPC rating F
Possession	Vacant on completion
Viewing	Strictly by appointment with the auction department on 0161 443 4740



Lot 61

*Guide Price £85,000 +



Former Blackley Con' Club, Middleton Old Road, Blackley, Manchester M9 8DS
Former Conservative Club on Blackley Village border.

Directions The property is located just off Rochdale Road (A4664) close to Old Market Street

Details Ground Floor: Hallway, kitchen off hallway, main bar area with servery and stage, open plan into further reception area, associated WCs. Lower Ground Floor: Bar servery, beer cellar, pool room, snooker room, WCs and storage. Externally: Small yard area

Notes The property requires modernisation and may suit alternative uses subject to permission. EPC rating D.

Possession Vacant on completion

Viewing Auction Department 0161 443 4747

Lot 62

*Guide Price £125,000 +



1-11 Wellington Street, And 2 Crown Street, Millom LA18 4DF

Three storey commercial property may suit redevelopment STP.

Directions	Millom is situated in the south west of Cumbria on the fringe of the Lake District National Park.
Details	The ground floor retail units fronting Wellington Street are all interconnecting, ground floor is retail space, first floor office and storage and the second floor previously housed a nightclub Ground Floor: NIA circa 690 sq m (7,427 sq ft) First Floor: NIA circa 326 sq m (3,514 sq ft) Second Floor: NIA circa 381 sq m (4,100 sq ft)
Notes	EPC rating D. The property may lend itself for alternative uses or redevelopment subject to the necessary consents. Interested parties are advised to consult with the local planning department directly at Copeland Borough Council
Planning	The property may lend itself for alternative uses or redevelopment subject to the necessary consents. Interested parties are advised to consult with the local planning department directly at Copeland Borough Council, The Copeland Centre, Catherine Street, Whitehaven CA28 7SJ. Tel: 0845 054 8600.
Possession	2 Crown Street leased on a term expiring 26th January 2019 and at a current passing rental of £4,850 per annum: refer to legal pack for full details of lease. 1-11 Wellington Street: Vacant on completion.
Viewing	Auction department 0161 443 4740

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Terms and Conditions

for proxy, telephone and internet bidding

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

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

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £3,000) 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 £3,000.00) 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 £3,000 (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.

Notes

END OF LISTINGS

Property Services:

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

Other Services:

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