

EDWARD  
**mellor**  
**auktion**

"What matters to you, matters to us"

**Tuesday 28th April 2015**

Registration from 1pm / Auction starts 2pm

**VENUE:**

**AJ BELL STADIUM**  
1 Stadium Way, Salford  
M30 7EY / M30 7LJ

Scan For  
Directions



**0161 443 4740**

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

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

# SUCCESS STORIES

from our last auction

Lower Fold  
Marple Bridge



Four bedroom  
semi-detached property

Guide price: £200,000

**Sold for £237,000**

Barlow Wood Road  
Marple



Three bedroom  
detached bungalow

Guide price: £220,000

**Sold for £260,000**

Rutland Road  
Partington



Two bedroom end of  
terrace property

Guide price: £58,000

**Sold for £72,000**

Coalburn Street  
Belle Vue



Three bedroom terrace  
property

Guide price £60,000

**Sold for £72,000**

Boothroyden Terrace  
Blackley



Three bedroom end  
terrace property

Guide price: £145,000

**Sold for £195,000**

North Road  
Clayton



Five bedroom terrace  
property

Guide price £115,000

**Sold for £126,000**

# SUCCESS STORIES

from our last auction

EDWARD  
**mellor**  
**auCTION**



## Lumb Lane

Droylsden

Vacant parcel of land

£5,000

**Sold for £6,500**



## Woolley Bridge

Glossop

Parcel of land with planning

Guide price £75,000

**Sold for £85,000**



## Chester Road

Stretford

Former takeaway with accommodation  
over three floors

Guide price £130,000

**Sold for £140,000**

[www.edwardmellor.co.uk](http://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: (53.469091, -2.378829)



## 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

---

28th April

31st March

---

11th June

12th May

---

22nd July

23rd June

---

16th September

18th August

---

28th October

29th September

---

8th December

10th November

---

Plans in this catalogue are reproduced by permission of Ordnance Survey on behalf of HMSO.  
© Crown Copyright 2005. All rights reserved. Licence No: 100017782

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

*"What matters to you, matters to us"*



Louise McDonald



Nick Green



Andy Thompson



Sarah Bevan



Sue Mushet



Chelsea Bennett



Mike Bulmer



Dan Berry

*“ 81 Thompson Street, Burnley*

*The level and quality of service you offer both your sellers and buyers is amazing - I am now speaking from experience as a happy client of Edward Mellor.*

*All the staff are always very helpful, knowledgeable, efficient and very courteous - nothing ever seems to be too much trouble. You took the hassle out of purchasing and selling property, making the transaction as stress free as possible.*

*Once again, thank you Louise and many congratulations to you as the head of a very professional and well run team! It's always a pleasure to do business and have dealings with you and your team.*

*”*

Mr L Gentile  
Keighley



# ANDY THOMPSON

## Buying Consultant

Follow Andy on Twitter @MellorAuction

Whether you're looking to buy your first home or are a seasoned investor – purchasing a property at auction can sometimes appear daunting and confusing.

This is where Andy comes in. Having worked in the property industry for over ten years and specialising in auction acquisitions, he is perfectly placed to help guide you through the process from start to finish.

This FREE service is not offered by any other auctioneer, so if you have a question about buying under the hammer, Andy is here to help!

*“This was my first auction purchase and I was very nervous to say the least. Andy and the team at Edward Mellor were very professional and extremely helpful from start to finish. These guys really know how to help you turn that nervousness into enjoying the experience.” – Mr. Ratcliffe*

### Upcoming Events:

Friday 10th April:

Drop-in Afternoon – Head Office: 65-81 St Petersgate, Stockport, SK1 1DS.  
2:00pm – 5:00pm.

Friday 17th April:

Drop-in Afternoon – Gorton Office:  
120 Reddish Lane, Gorton, M18 7JL  
2:00pm – 5:00pm.

Tuesday 28th April:

Auction Breakfast with Guest Speaker;  
Nicola Harrison (Tax Management for  
Buy-to-Let) – AJ Bell Stadium, Barton-  
upon-Irwell, Salford, M30 7EY

Wednesday 29th April:

Platinum Networking Forum – Britannia  
Countryhouse Hotel, Palatine Road,  
Didsbury, M20 2WG.



## #AskAndy

Put your Auction questions to Andy on Twitter using the hashtag #AskAndy and look out for the answers in our new video coming soon to [www.edwardmellor.co.uk/auction](http://www.edwardmellor.co.uk/auction)

Charissa Chang  
Corporate Development Manager



SERVICE

FAST

FLEXIBLE

## While auctions may be unpredictable, you can always rely on us.

We attend over 300 auctions a year and know from experience that things don't always go to plan. But whatever happens on sale day, you can bid with confidence knowing you have our expert team behind you.

- Fast, response and flexible lending criteria
- Case by case individual assessment
- Transparent fees
- Award winning service

For professional use only

 **auction finance**  
we'll back your bid

Call us on 0161 933 7155  
visit [www.auctionfinance.co.uk](http://www.auctionfinance.co.uk)

Lot	Area	Address	Description
1	Blackley	59 Wilson Road	Three bedroom terrace property
2	Openshaw	5 Meech Street	Three bedroom terrace property
3	Chorlton	24 Morville Road	Four bedroom semi detached property
4	Droydsden	19 Glenville Street	Three bedroom terrace property
5	Northwich	Overdale Lane	Three bedroom semi detached property
6	Cheetham Hill	213 Heywood Street	Three bedroom semi detached property on corner plot with garage
7	Glossop	34 Chunal Lane	Two bedroom cottage
8	Stalybridge	184 Huddersfield Road	Three bedroom semi detached property
9	Failsworth	5 Massey Avenue	Three bedroom terrace property
10	Moss Side	59 Cowesby Street	Two bedroom terrace property
11	Abbey Hey	4 Sandown Street	Two bedroom terrace property
12	Rusholme	216 Maine Road	Two bedroom terrace property
13	Gorton	22 Essoldo Close	Two bedroom purpose built first floor flat
14	Levenshulme	49 Hornbeam Road	Former off licence/general store with living accommodation over
15	Romiley	37 Bredbury Green	Two bedroom cottage with planning for two storey extension
16	Eccles	10 Lower Monton Rd	Ready to trade takeaway with accommodation over
17	Romiley	3 Sterndale Road	Four bedroom modern detached property in highly desirable location
18	Moston	Property & land at Brendon Avenue	Scout hut and land considered suitable for development STP
19	Burnage	343 & 345 Kingsway	Pair of mixed use commercial properties part income producing
20	Levenshulme	32 Dunstable Street	Two bedroom end terrace property
21	Levenshulme	11 Lostock Avenue	Two bedroom terrace property
22	Offerton	118 Turncroft Lane	Two bedroom end terrace property
23	Leigh	202 Glebe Street	Two bedroom terrace property
24	Stalybridge	66 Ridgehill Lane	Three bedroom terrace property
25	Rochdale	Lomax Street	1,020 sq m (11,000 sq ft) multi use banqueting hall and snooker club
26	Crumpsall	120 Brynorne Road	Two bedroom terrace property
27	Moss Side	29 Hartington Street	Two bedroom terrace property
28	Stockport	2-4 Oat Street	Detached dwelling with planning permission to improve to three bedrooms
29	Eccles	6-8 Bindloss Avenue	Pair of Victorian properties on an 0.47 Acre site suitable for conversion STP
30	Stretford	20 Moss Road & 15 Garden Avenue	Mixed use commercial and residential investment property
31	Marple Bridge	Flat 1, 25a Hollins Lane	Well presented two bedroom ground floor flat
32	Accrington	7-12 Edgar Street	Ground floor office space with planning for development & car park
33	Withington	67 School Grove	Three bedroom bay fronted semi detached property
34	Oldham	Roscoe Street	Three storey town centre property suitable for redevelopment STP

## Order of sale

Sale starts at 2:00pm

35	Blackburn	9 Lord Street West	846 sq m (9,100 sq ft) town centre building with development consent
36	Edgeley	57 Hardcastle Road	Three bedroom terrace property
37	Ashton-u-Lyne	121 Kelvin Street	One bedroom "back-to-back" terrace
38	Leigh	225 Glebe street	Two bedroom end terrace property
39	Farnworth	18-20 Market Street	Substantial two storey restaurant with circa 100 covers on busy main road
40	Audenshaw	Manchester Road	0.48 acre site with planning permission for 10 various dwellings
41	Stockport	Warehouse at Oat St	6,000 sq ft (558 sq m) light industrial warehouse with yard
42	Levenshulme	1 a & b Fairbourne Rd	Large end terrace property in two flats
43	Stalybridge	123 Stamford Street	Two bedroom terrace property
44	Clayton	134-136 Seymour St	Thirteen bedroom detached multiple occupancy property
45	Leeds	51 Clark Lane	Four bedroom terrace property
46	Levenshulme	36 Albert Road	Part tenanted mixed use investment property
47	Openshaw	77 Harley Street	Two bedroom terrace property
48	Newton-Le-Willows	16 Brick Street	Two bedroom terrace property
49	Stockport	Garages at Oat Street	Pair of garages/lockups in hillgate business district
50	Failsworth	Land at Greaves Ave	Commercial building on 0.56 acre plot with residential PP
51	Burnley	Cog Lane	Former pub with lapsed planning for two residential units
52	Middleton	566 Oldham Road	Two bedroom detached property
53	St Helens	121 Newton Road	Two/three bedroom end terrace property
54	Edgeley	64 Yule Street	Two bedroom end terrace with large bathroom & cellar
55	South Reddish	85 Reddish Road	Three bedroom semi detached property with useable cellar
56	Radcliffe	121a Knowles Street	Two bedroom end terrace property with cellar
57	Rusholme	15 Platt Court	Two bedroom apartment
58	Hyde	163 Market Street	Retail unit with separate two bedroom, two storey flat over
59	Marple	3 Benches Lane	Deceptive six bedroom detached property on circa 1.35 acres
60	Dukinfield	74 Armdale Road	Three bedroom semi detached property
61	Moss Side	28 Markington Street	Two bedroom terrace property
62	Rusholme	7 Middleham Street	Two bedroom terraced house
63	Whalley Range	209-211 Clarendon Rd	Pair of shops with accommodation over
64	Cheetham Hill	389 Waterloo Road	Community centre & premises on site that may suit development STP
65	Irlam	Larkhill Farm	Small holding offering farmhouse,barn & circa 9.5 acres of land
66	Audenshaw	21 Planet Way	Three bedroom semi detached house
67	Oldham	101 Park Street	Two bedroom end terrace property
68	Rusholme	4 Lowthorpe Street	Two bedroom terrace property
69	Audenshaw	95 Brendon Avenue	Three bedroom semi detached property
70	Bolton	66 Dunstan Street	Two bedroom terrace property

Edward  
Mellor  
Auctions

EDWARD  
mellor

The place to put  
your property  
**under the  
hammer!**



Suitable For **Any Property Type**

**Quick Sale** With 28 Day Completion

**Unrivalled Experience** In Residential Auctions

Over **300 Buyers** At Every Auction And A  
Mailing List Of **30,000 Potential Buyers**

**Free Appraisal** From The Most Successful  
Auction House In Greater Manchester

Call in or telephone **0161 443 4500**  
to find out what makes us different.

*Spring Tavern, Woolley Bridge Guide £75,000+    Sold for £85,000*

*“Thankyou Nick. Your help and guidance have been first class - it’s a shame we did not have the courage to do it sooner.”*

*Ms. A Tong*

*“I am writing to express my appreciation at the way myself and my wife were dealt with by Mr Frank Pett earlier today.*

*We found him to be most pleasant, very helpful and highly professional. In addition he was particularly punctual.”*

*Dr R. Roth (Viewer)*

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

*Ridling Lane, Hyde Guide £58,000+    Sold for £67,500*

*“Please can I say that the service that we received from you was second to none.*

*You have been most helpful all along the way and I will be recommending you to my friend who has a property that they will be thinking of putting in auction.”*

*Ms. M McDermott*

EDWARD  
**mellor**  
**auCTION**

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

Selling  
your home?

EDWARD  
**mellor**

We sell  
**faster...**



Edward Mellor  
sell a property every  
**82 minutes**

based on Edward Mellor results Q3 and Q4 2009

Call in or telephone **0161 443 4500**  
to find out what makes us different.





**MELLORDOWD**  
PLANNING CONSULTANTS

**Are you frustrated with waiting for  
Town Planning Advice from the  
local council?**

**Is this putting your project at risk?**

Mellor Dowd has many clients who have felt the same way and by engaging our services, have found we can provide an alternative solution.

We can offer bespoke Town Planning advice at a reasonable cost and an agreed time scale.

For an initial discussion and to find out how we can help you,

Tel: **0161 443 4718**

Email: [louise.dowd@edwardmellor.co.uk](mailto:louise.dowd@edwardmellor.co.uk)

Web: [www.mellordowd.co.uk](http://www.mellordowd.co.uk)



Laura Morgan  
National Development Manager

**FLEXIBLE**

**SERVICE**

**FAST**

# When your heart's set on a property, we love to help.

If you've fallen for a property or piece of land we'll bend over backwards to help you win it. Our experts are here to support you with flexible finance packages. So you can bid with confidence on all types of property.

- 3, 6, 9 and 12 month terms
- All type of properties, all locations, all conditions
- Renovation, Buy to Let or investments
- No minimum term
- Larger loans

For professional use only



**Call us on 0161 933 7155**  
**visit [www.auctionfinance.co.uk](http://www.auctionfinance.co.uk)**

Lot 1

\*Guide Price £30,000+



## 59 Wilson Road, Blackley, Manchester M9 8BQ

Three bedroom terrace property.

<b>Directions</b>	Off Russet Road, off Rochdale Road (A664)
<b>Accommodation</b>	Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating. No pre-auction offers will be considered on this lot
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 2

\*Guide Price £54,000+



## 5 Meech Street, Openshaw, Manchester M11 2JJ

Three bedroom terrace property.

<b>Directions</b>	Off Greenside Street, off Parkhouse Street, off Ashton Old Road (A635)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing. Pleasant location opposite Openshaw Park
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 3

\*Guide Price £260,000+



## 24 Morville Road, Chorlton, Manchester M21 0UR

Four bedroom semi detached property.

<b>Directions</b>	Directly off Wilbraham Road (A6010)
<b>Accommodation</b>	Not inspected Ground floor: Porch, entrance hall with WC, lounge, dining room, morning room, kitchen First floor: Four bedrooms, bathroom, separate WC Exterior: Driveway with off road parking. Rear garden overlooking St Margaret's playing fields. Detached garage
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	The tenant has been served a Section 21 notice to vacate on 6 May 2015.
<b>Viewing</b>	Strictly by appointment with the Auction Department 0161 443 4740

Lot 4

\*Guide Price £75,000+



## 19 Glenville Terrace, Droylsden, Manchester M43 7SS

Three bedroom terrace property.

<b>Directions</b>	Off Manor Road, turn into Greenside Lane and continue to the end
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, dining kitchen First floor: Three bedrooms, bathroom Exterior: Patio area with steps leading to cobbled effect garden to rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 5

\*Guide Price £225,000+



## Pinewood, Overdale Lane, Oakmere, Northwich CW8 2EL

Three bedroom semi detached property.

**Directions** Overdale Lane runs between Chester Road (A556) and Tarporley Road (A49)

**Accommodation** Ground floor: Entrance hall, lounge, dining kitchen  
First floor: Two bedrooms, bathroom  
Second floor: Bedroom three  
Exterior: Gardens to the front, side and rear, driveway

**Note** Extremely sought after rural location

**EPC Rating** On order

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 6

\*Guide Price £135,000+



## 213 Heywood Street, Cheetham Hill, Manchester M8 0PB

Three bedroom semi detached property on corner plot with garage.

**Directions** Located off Cheetham Hill Road (A665), on corner of Brideoak Street

**Accommodation** Ground Floor: Hallway, two separate reception rooms, dining kitchen  
 First Floor: Three bedrooms, bathroom and separate WC  
 Exterior: Gardens to three sides, garage to rear

**Notes** Double glazing, central heating

**EPC rating** D

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740



Lot 7

\*Guide Price £95,000+



## 34 Chunal Lane, Glossop SK13 6JX

Two bedroom cottage.

<b>Directions</b>	On main A624 Charlestown Road which runs into Chunal Lane
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear garden accessed via communal right of way
<b>Note</b>	Lovely rural location with far reaching views yet close to amenities. Double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 8

\*Guide Price £110,000+



## 184 Huddersfield Road, Stalybridge SK15 3DL

Three bedroom semi detached property.

<b>Directions</b>	On main B6175
<b>Accommodation</b>	Ground floor: Entrance porch, hall, cloaks/WC, lounge, extended dining room, kitchen, utility room First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear with the rear being approx 70' in length with far reaching open views. Driveway and attached garage
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 9

\*Guide Price £70,000+



## 5 Massey Avenue, Failsworth, Manchester M35 9LG

Three bedroom terrace property.

**Directions** Off Roman Road, off Ashton Road East, off Church Street, off Oldham Road (A62)

**Accommodation** Ground floor: Lounge, kitchen  
First floor: Three bedrooms, bathroom  
Exterior: Gardens to the front and rear

**Note** Cul-de-sac location

**EPC Rating** G

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**SIPS**  
**SPEEDY PROPERTY SOLUTIONS**

Providing an affordable, reliable property maintenance service to homeowners, landlords and businesses

**PROPERTY MAINTENANCE SPECIALISTS**

Let our highly trained & experienced staff help solve all your property problems.

- PAINTING & DECORATING
- HANDY MAN SERVICES
- PLASTERING SERVICES
- PLUMBING
- LOCKSMITH SERVICES
- EMERGENCY CALL OUTS

**QUICK RELIABLE SERVICE**

**"No Problems...Just Solutions"**  
**Call: 0161 338 3280**

16-18 Trinity Street . Stalybridge . SK15 2BN  
e. info@speedypropertysolutions.co.uk www.speedypropertysolutions.co.uk

Lot 10

\*Guide Price £75,000+



## 59 Cowesby Street, Moss Side, Manchester M14 4UQ

Three bedroom terrace property.

**Directions** Off Great Western Street, off Princess Road (A5103)

**Accommodation** Not inspected  
Ground floor: Lounge/dining, kitchen  
First floor: Three bedrooms, bathroom, separate WC  
Exterior: Rear yard

**Note** Gas central heating and double glazing, located opposite park

**EPC Rating** D

**Possession** Tenanted - let on a twelve month AST from 1/3/10 at £500 pcm

**Viewing** Viewings are available STRICTLY by appointment only - Auction Department 0161 443 4740



Specialist in  
**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 11

\*Guide Price £55,000+



## 4 Sandown Street, Abbey Hey, Manchester M18 8SA

**Two bedroom terrace property.**

<b>Directions</b>	Off Vine Street, off Abbey Hey Lane
<b>Accommodation</b>	Ground floor: Hall, through lounge/dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - five year lease from 19/11/14 at £450 pcm
<b>Viewing</b>	Viewings are available STRICTLY by appointment - 0161 443 4740

## Lot 12

\*Guide Price £75,000+



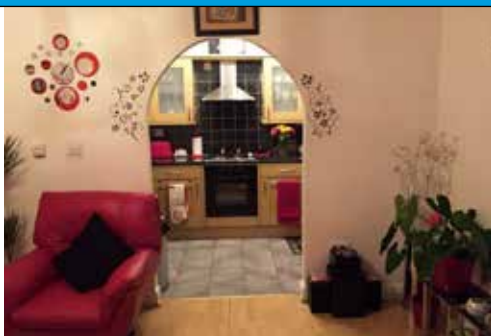
## 216 Maine Road, Rusholme, Manchester M14 7WQ

**Two bedroom terrace property.**

<b>Directions</b>	Off Claremont Road, off Princess Road (A5103)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - no tenancy document available. Vendor advises property let at £5460 holding over from 22/11/96
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed.

Lot 13

\*Guide Price £50,000+



## 22 Essoldo Close, Gorton, Manchester M18 7BN

Two bedroom purpose built first floor flat.

**Directions** Off Mount Road, off Hyde Road (A57)

**Accommodation** Ground Floor: Hallway to first floor.  
First Floor: Hallway, lounge, kitchen, two bedrooms, bathroom

**Note** Gas central heating and double glazing

**EPC rating** C

**Possession** Tenanted - 12 month AST from 17/12/14 at £500 per month

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

Lot 14

\*Guide Price £65,000+



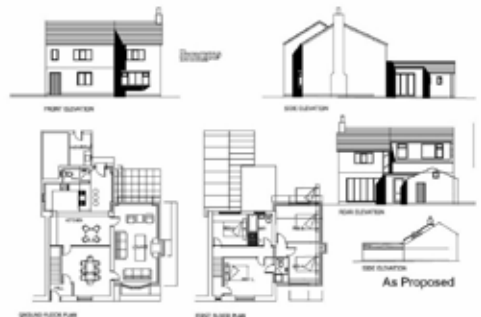
## 49 Hornbeam Road, Levenshulme, Manchester M19 3EN

Former off licence/general store with living accommodation over.

<b>Directions</b>	Located off Manor Road on corner of Guildford Road in predominantly residential location
<b>Details</b>	Sales area, rear store room, Access from front and from shop. First floor landing, lounge/bedroom, kitchen, bathroom. Exterior: Yard to rear
<b>Notes</b>	EPC rating D. The fixtures and fittings, where owned, will be included in the sale. Any third party items, such as gaming machines, refrigeration units, display cabinets, dispense equipment, sound systems etc, will be excluded. The premises may suit conversion to residential accommodation subject to planning consents.
<b>Possession</b>	Vacant on completion
<b>Fixtures and fittings</b>	The fixtures and fittings, where owned, will be included in the sale. Any third party items, such as gaming machines, refrigeration units, display cabinets, dispense equipment, sound systems etc, will be excluded.
<b>Viewing</b>	Auction department 0161 443 4740

Lot 15

\*Guide Price £95,000+



## 37 Bredbury Green, Romiley, Stockport SK6 3DN

Two bedroom cottage with planning for two storey extension.

<b>Directions</b>	Located on Bredbury Green in a row of cottages off Hatherlow (A627)
<b>Accommodation</b>	Ground Floor: Vestibule, lounge, dining room, kitchen, WC and separate bathroom. First Floor: Two bedrooms Exterior: Parking to front of property, side and rear gardens. Outhouse.
<b>Planning</b>	Planning ref: DC/055574 approved for a two storey side extension, single storey rear extension and dormer to rear. Demolition of concrete garage and formation of two parking spaces.
<b>Notes</b>	Some double glazing. EPC rating F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



Lot 16

\*Guide Price £55,000+



## 10 Lower Monton Road, Eccles, Manchester M30 0NX

Ready to trade takeaway with accommodation over.

<b>Directions</b>	Located off the town centre in a predominantly residential area off Peel Street.
<b>Details</b>	Ground Floor: Shop counter sales, commercial kitchen, further prep room to rear. First Floor: Two rooms, bathroom. Basement: Two cellar chambers Exterior: Rear yard area with purposes built wooden shed/cold store with power.
<b>Notes</b>	EPC on order. The property will be sold with the fixtures and fittings included.
<b>Possession</b>	Vacant on completion.
<b>Viewing</b>	Auction department 0161 443 4740

Lot 17

\*Guide Price £350,000+



## 3 Sterndale Road, Romley, Stockport SK6 3LA

Four bedroom modern detached property in highly desirable location.

<b>Directions</b>	The property is located in a secluded and private location at the junction of Chadkirk Road and Vale Road off Beech Lane.
<b>Accommodation</b>	Ground Floor: Hallway, living room with double aspect windows to garden and leading to a veranda, morning/family room, dining room, kitchen, utility room and downstairs shower room/cloakroom. First Floor: Four bedrooms, separate WC, Shower room, en-suite bathroom to master bedroom at rear. Exterior: Block paved driveway, lawn garden to rear (boundary fencing to be re-erected)
<b>Notes</b>	Double glazing, central heating. The property requires some modernisation. The lined plan is for purpose of identification only. The true boundary will be shown in the title documents contained in the legal pack.
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment only with the auctioneers: 0161 443 4740

Lot 18

\*Guide Price £150,000+



### Former Scout Hut And Land, Brendon Avenue, Moston, Manchester M40 9DN

**Scout hut and land considered suitable for development STP.**

<b>Directions</b>	Located off Lightbowne Road in a predominantly residential location
<b>Details</b>	The former Scouts hut was built circa 1931 and may suit alternative usage such as Children Daycare Centre or the such like subject to the necessary consents. The entire site is 1080 sq m (0.27 Acres or thereabouts).
<b>Planning</b>	The site may lend itself to residential development subject to the necessary consents and interested parties are advised to consult with the local planning department directly.
<b>Notes</b>	The lined plan is for purpose of identification only and must not be relied upon as being the true boundary. EPC on order.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 19

\*Guide Price £275,000+



## 343 & 345 Kingsway, Burnage, Manchester M19 1NQ

Pair of mixed use commercial properties part income producing.

<b>Directions</b>	Located fronting the A34 Kingsway close to junction with Green End Road
<b>343 Kingsway</b>	Ground Floor: Office and reception, store. First Floor: Staff kitchen, office, WC.
<b>345 Kingsway</b>	Ground Floor: Shop sales area. First Floor: Two storage rooms, staff areas and WC. Exterior: Rear Yard
<b>Notes</b>	EPC ratings: 345 (C), 343 (D). The upper floors may lend themselves to conversion to residential subject to planning permission.
<b>Possession</b>	343 vacant, 345 tenanted on lease until 1st January 2031 at £10,800 per annum with 3 yearly reviews from start of tenancy. There is a break clause in the lease at 2016.
<b>Viewing</b>	Strictly by appointment with the auction department: 0161 443 4740

## Lot 20

\*Guide Price £70,000+



## 32 Dunstable Street, Levenshulme, Manchester M19 3BU

### Two bedroom end terrace property.

<b>Directions</b>	Off Cromwell Grove, off Stockport Road (A6)
<b>Accommodation</b>	Ground floor: Entrance porch, lounge, dining room with french doors, kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a six month AST from 21/5/13 at £500 pcm
<b>Viewing</b>	Strictly by appointment with the Auction Department - 0161 443 4740

## Lot 21

\*Guide Price £68,000+



## 11 Lostock Avenue, Levenshulme, Manchester M19 3QJ

### Two bedroom terraced property.

<b>Directions</b>	Off Chapel Street, off Broom Lane (B6178)
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Close to Chapel Street Park
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 22

\*Guide Price £75,000+



## 118 Turncroft Lane, Offerton, Stockport SK1 4AR

Two bedroom end terrace property.

**Directions** Off Hall Street (A626)

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

**Note** Gas central heating and double glazing. Close to Stockport centre

**EPC Rating** G

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 23

\*Guide Price £35,000+



202 Glebe Street, Leigh  
WN7 1RJ

Two bedroom terrace property.

Directions	Off Kirkhall Lane, off Atherleigh Way (A579)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Double glazing. Close to local shops and amenities
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 24

\*Guide Price £64,000+



66 Ridge Hill Lane, Stalybridge  
SK15 1NQ

Three bedroom terrace property.

Directions	Off Stamford Street (A635)
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Second floor: Bedroom three 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 £595,000+



## Richmond Hall Lomax Street, Rochdale OL12 0JR

1,020 sq m (11,000 sq ft) multi use banqueting hall and snooker club.

**Directions** The property is located close to Rochdale Town Centre, off Princess Street, off Whitworth Road off the A58

**Details** Ground Floor: Entrance halls to front, three large function rooms, bars, associated WCs, storage rooms, office, commercial kitchen, store, partially covered smoking yard.

First Floor: Office, play room (Child ball pool and climbing facility), party room, kitchen, bar, snooker room, pool room and associated WCs. Basement: Beer cellar, storage and separate office.

Basement offices under main building plus large cellar under extension.

Car Park: Spaces for 40 vehicles.

**Notes** EPC on order.





<b>Site</b>	Site area 0.54 A (2,166 sq m)
<b>Planning</b>	There is potential for change of use or redevelopment subject to the necessary consents and interested parties are advised to consult with the local planning team directly at Rochdale Borough Council
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 26**

**\*Guide Price £65,000+**



**120 Brynorne Road, Crumpsall, Manchester M8 4QW**

**Two bedroom terrace property.**

<b>Directions</b>	Off Herristone Road, off Wilton Road, off Crumpsall Lane
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen with built in oven and hob First floor: Two bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 27**

**\*Guide Price £75,000+**



**29 Hartington Street, Moss Side, Manchester M14 4RW**

**Two bedroom terrace property.**

<b>Directions</b>	Off Great Western Street, off Princess Road (A5103)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - twelve month AST from 21/1/13 at £433.33 increased to £455 on 21/1/14
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 28

\*Guide Price £55,000+



## 2-4 Oat Street, Higher Hillgate, Stockport SK1 3JX

Detached dwelling with planning permission to improve to three bedrooms.

<b>Directions</b>	Off Charles Street, off Higher Hillgate, off Wellington Road South (A6)
<b>Accommodation</b>	Ground Floor: Hallway, living room, rear room, WC First Floor: Two rooms, WC/washroom Exterior: Enclosed rear garden
<b>Note</b>	The vendor of this property is a Director of Edward Mellor Limited. The drawings are to illustrate the proposed scheme.
<b>EPC rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 29

\*Guide Price £650,000+



## 6-8 Bindloss Avenue, Eccles, Manchester M30 0DU

Pair of Victorian properties on a substantial site suitable for conversion STP.

**Directions** Located in highly popular residential location around 500m from Salford Royal Hospital

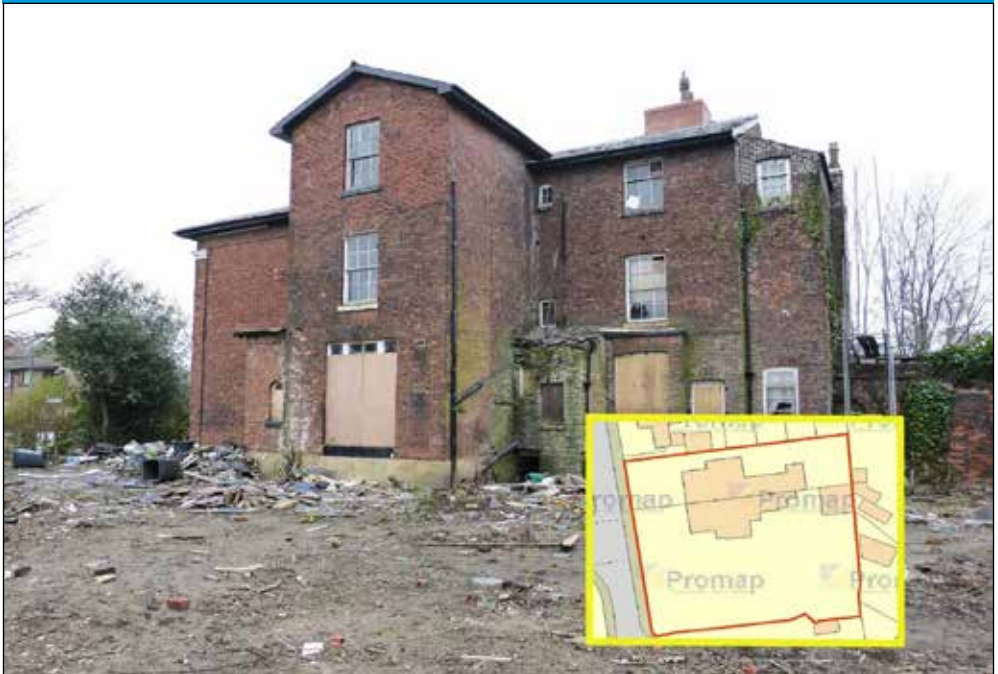
**Location** The immediate vicinity is predominantly residential property with excellent transport links to Manchester, Salford, Liverpool and the Northwest of England having M602 Motorway nearby, coupled with the Metrolink and rail stations.

The property is located close to Ellesmere Park and Monton which are highly popular locations.

**Accommodation** This pair of early Victorian semi-detached properties have large accommodation over four floors inclusive of cellars with 14 bedrooms on first and second floors. The ground floors both have two large reception rooms, kitchen and ancillary rooms.

The site area is close to 0.5 Acres.

The properties are in need of full refurbishment and we are advised by the vendor that the roof has been renovated.



---

<b>Planning</b>	<p>There is reference to an historic outline application for 12 flats dated July 1997.</p> <p>The properties may lend themselves to conversion subject to the necessary consents and the site is considered suitable for redevelopment in whole or part, again subject to the necessary consents,</p> <p>All interested parties are advised to consult with the local planning department directly at Salford City Council, Salford Civic Centre, Chorley Road, Swinton, Salford, M27 5AW: Telephone 0161 794 4711.</p>
<b>Notes</b>	<p>EPC on order. Refer to legal pack for actual site layout- map is for identification purposes only.</p>
<b>Possession</b>	<p>Vacant on completion</p>
<b>Viewing</b>	<p>Strictly by appointment only: Auction department 0161 443 4740</p>

---

Lot 30

\*Guide Price £155,000+



**20 Moss Road &, 15 Garden Avenue, Stretford, Manchester M32 0AH**  
**Mixed use commercial and residential investment property.**

**Directions** On Moss Road on corner with Garden Avenue

**Details** Commercial: Shop, kitchen, WC, NIA circa 34 sq m  
 Ground Floor: Vestibule, lounge, large dining kitchen  
 First Floor: Three double bedrooms, modern bathroom  
 Exterior: Garden, driveway, Garage, parking on front

**EPC rating** D

**Notes** The property is registered as 20 Moss Road and is on one inclusive title.

**Possession** Shop: Tenanted. Residential part vacant.

**Viewing** Auction department 0161 443 4740

Lot 31

\*Guide Price £105,000+



## Flat 1, 25A Hollins Lane, Marple Bridge, Stockport SK6 5BD

Well presented two bedroom ground floor flat.

<b>Directions</b>	From Town Street turn left along Hollins Lane
<b>Accommodation</b>	Ground Floor: Porch, living room, breakfast kitchen, two bedrooms, bathroom Exterior: Parking and communal gardens to front and rear
<b>Notes</b>	Double glazing, central heating. The property is subject to paying a 25% share of the running costs for the building which includes the insurance of the building. We understand from the seller that the service charge payable last year did not exceed £350 per annum.
<b>EPC rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 32

\*Guide Price £75,000+



## Empire House, 7-12 Edgar Street, Accrington BB5 1PT

Car park with ground floor office space with planning for development.

<b>Directions</b>	Located on Edgar Street at corner of King Street.
<b>Site</b>	The premises and car park are located adjacent to the new bus terminus which we are advised by the vendor is scheduled for completion within 12 months. Buses will apparently stop here two minutes during daytime.
<b>Details</b>	The ground floor accommodation comprises reception room, seven rooms, WC and kitchen having been previously used as an accountancy office. The car park is approximately 461 sq m (0.11 acres) in size.
<b>Notes</b>	EPC rating: D. Possession: Ground floor offices and car park vacant on completion.
<b>Planning</b>	The car park may have development potential STP. Planning was granted in December 2012 for change of use from offices to four self-contained flats ref: 11/12/0467. Any interested parties are advised to speak to Hyndburn Borough Council Planning Department directly and satisfy themselves as to the date of the expiration of the planning.
<b>Viewing</b>	Auction department 0161 443 4740



Lot 33

\*Guide Price £155,000+



## 67 School Grove, Withington, Manchester M20 4RT

Three bedroom bay fronted semi-detached property.

<b>Directions</b>	School Grove is located off Parrswood Road, off Mauldeth Road close to Ladybarn centre
<b>Accommodation</b>	Ground Floor: Porch, hallway, two reception rooms, kitchen First Floor: Three bedrooms, bathroom Externally: Front garden, driveway, rear lawn garden, detached garage
<b>Notes</b>	The property has central heating and majority double glazing. It is currently tenanted on a 12 month AST expiring November 2013. A new lease has been signed details of which will be in the legal pack
<b>EPC rating</b>	E
<b>Possession</b>	Tenanted
<b>Viewing</b>	Auction department 0161 443 4740

Lot 34

\*Guide Price £225,000+



## Waterloo Mill, Oddfellows Hall, Waterloo Street, Oldham OL1 1EW

Three storey town centre property suitable for redevelopment STP.

<b>Directions</b>	Located off Union Street on corner of Roscoe and Robson Street
<b>Details</b>	Ground Floor: Retail and showroom areas, office space. First Floor: Retail and office space with mezzanine second floor level Basement: Retail area and storage
<b>Notes</b>	The premises may lend themselves to other uses or redevelopment subject to consents and interested parties are advised to consult with the local planning department directly.
<b>EPC rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 35

\*Guide Price £230,000+



## 9 Lord Street West, Blackburn BB2 1LA

846 sq m (9,100 sq ft) town centre building with development consent.

<b>Directions</b>	Lord Street West in Town Centre.
<b>Details</b>	The premises offer four floors of accommodation NIA 846 sq m (9,100 sq ft).
<b>Planning</b>	The upper floors at first and second levels have permission ref: 10/09/0001 granted for the development of 14 self contained flats, the third floor remains void of permission. The ground floor has change of use permission ref 10/14/0610 from Arcade (Sui Generis) to Dentist (D1) and may also suit other uses subject to permission. All parties are advised to consult with the local planning department directly at Blackburn & Darwen Borough Council.
<b>Telephone mast</b>	There is a Vodafone telephone mast on the building which we are advised is producing circa £5,000 per annum- lease details to be confirmed in the legal pack.
<b>Notes</b>	EPC: D
<b>Possession</b>	The building is sold with vacant possession
<b>Viewing</b>	Auction department 0161 443 4740

Lot 36

\*Guide Price £95,000+



## 57 Hardcastle Road, Edgeley, Stockport SK3 9DB

Three bedroom terrace property.

**Directions** Off Dale Street, off Mercian Way (B5465)

**Accommodation** Ground floor: Entrance hall, lounge, dining room, re-fitted kitchen with built in oven and hob, bathroom, separate WC, two cellars  
First floor: Three bedrooms  
Exterior: Small rear garden

**Note** Gas central heating and double glazing

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

**Lot 37**

**\*Guide Price £47,000+**



**121 Kelvin Street, Ashton-under-lyne OL7 0JT**

**One bedroom "back-to-back" terrace**

<b>Directions</b>	Kelvin Street off Birch Street off Stockport Road (A6017)
<b>Accommodation</b>	Ground Floor: Lounge, dining kitchen. First Floor: Double bedroom, large bathroom Exterior: Parking
<b>Notes</b>	Double glazing, electric heating. Potential to create additional bedroom from bathroom area at first floor. Refer to the legal pack for the boundary lines.
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



**Lot 38**

**\*Guide Price £35,000+**



**225 Glebe Street, Leigh WN7 1RH**

**Two bedroom end terrace property.**

<b>Directions</b>	Off Kirkhall Lane, off Atherleigh Way (A579)
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 39

\*Guide Price £118,000+



**The Golden Crown, 18-20 Higher Market Street, Farnworth, Bolton BL4 9AJ**

**Substantial two storey restaurant with circa 100 covers on busy main road.**

<b>Directions</b>	Higher Market Street is the main Road (A6053) near to junction with A5082 Long Causeway and Bolton Road
<b>Accommodation</b>	Ground Floor: 195 sq m (2098 sq ft) large dining area with bar, associated WC's, beer store, coffee counter with prep room, large kitchen. First Floor: 140 sq m (1,506 sq ft) Large function room, additional WC's, three offices and store. Exterior: Covered yard with staff WC and store room, gated access to rear.
<b>Notes</b>	Fixtures and fittings potentially available under separate negotiation. The property has air conditioning. EPC rating E.
<b>Planning</b>	The premises and upper parts may lend themselves to change of use or redevelopment subject to permission. Currently A3. All parties interested in change of use or redevelopment are advised to speak to the local planning department directly.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 40**

**\*Guide Price £235,000+**



**Audenshaw Community Centre, Denton Road/Richmond Street, Audenshaw, Manchester M34 5BL**

**0.48 acre site with planning permission for 10 various dwellings.**

<b>Directions</b>	Located fronting Denton Road with access for vehicular parking off Richmond Street
<b>Details</b>	Planning permission Ref: 14/00438/FUL for an approved scheme of 10 residential units of differing styles consisting of: Two x 3 bedroom houses, two x 2 bedroom bungalows, three x 3 bedroom mews type houses, one x 3 bedroom detached house and one pair of 2 bedroom semi detached bungalows.
<b>Notes</b>	The site and building may lend themselves for other purposes subject to permission. Interested parties are advised to consult with the local planning department directly. EPC rating E. The Line plan is for purposes of identification only: refer to legal pack for full and concise title plan.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 41

\*Guide Price £75,000+



## Oat Street, Higher Hillgate, Stockport SK1 3JX

6,000 sq ft (558 sq m) light industrial warehouse with yard.

<b>Directions</b>	Off Charles Street, off Higher Hillgate, off Wellington Road South (A6)
<b>Details</b>	NIA approximately 6,000 sq ft (557 sq m) over two floors with office, storage/ garaging within a secure gated yard with turning space and vehicular parking. The first floor is open plan with flooring capable of taking light industrial machinery loads. The entire site is estimated at 0.11 acres. The premises are ideal for storage and light industrial usage.
<b>Notes</b>	The vendor of this property is a director of Edward Mellor Ltd. EPC G. Planning has been approved for the development of four mews properties: interested parties are advised to consult with the local planning department directly. The lined plan is for purposes of identification only.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



Lot 42

\*Guide Price £90,000+



**1 a & b Fairbourne Road,  
Levenshulme, Manchester M19 3HX**

**Large end terrace property in two flats.**

<b>Directions</b>	Off Barlow Road (B6178)
<b>Accommodation</b>	Ground floor: Flat 1b - open plan lounge/ kitchen, bathroom, bedroom. Basement offering potential to be developed into more bedrooms First floor: Flat 1a - lounge, kitchen, bedroom, bathroom Exterior: Rear yard
<b>Note</b>	Independent gas central heating and double glazing
<b>EPC Rating</b>	Both F
<b>Possession</b>	Tenanted - Flat 1b - six month AST from 11/02/15 at £340 pm. Flat 1a - four month AST from 01/02/15 at £370 pm
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 43

\*Guide Price £58,000+



**123 Stamford Street,  
Stalybridge SK15 1LH**

**Two bedroom terrace property.**

<b>Directions</b>	On main A635
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a twelve month AST from 3/5/13 at £450pcm
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 44

\*Guide Price £325,000+



**Willow Bank, 134-136 Seymour Road South, Clayton, Manchester M11 4PS**

**Thirteen bedroom detached multiple occupancy property.**

<b>Directions</b>	Located off North Road
<b>Details</b>	Ground floor: Two sitting rooms, dining room, kitchen, laundry room, three bedrooms, shower room, 2 WC's First floor: Seven bedrooms, bathroom, shower room, 2 WC's Second floor: Three bedrooms, shower room, kitchen Exterior: Rear yard
<b>Note</b>	The property requires some internal repairs
<b>EPC rating</b>	On order
<b>Possession</b>	Tenanted on various AST's producing £42,000 per annum gross - please refer to the legal pack for further information
<b>Viewings</b>	Auction department 0161 443 4740

Lot 45

\*Guide Price £58,000+



## 51 Clark Lane, Leeds LS9 8PN

Four bedroom terrace property.

<b>Directions</b>	Off Temple View, off Easy Road, off Cross Green Lane at the A61/A63 junction
<b>Accommodation</b>	Not inspected Ground floor: Entrance hall, lounge, dining kitchen with built in oven and hob First floor: Two bedrooms, bathroom Second floor: Two bedrooms Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing. Interior photographs provided by the vendor and were taken before the commencement of the tenancy. Retrospective application for change of use of dwelling (C3) to HMO (C4) was granted on 19/1/15.
<b>EPC Rating</b>	F
<b>Possession</b>	Tenanted - HMO lease at £900.00 per month - please refer to the legal pack for more information
<b>Viewing</b>	Viewings are available, strictly by appointment with the auction department on 0161 443 4740

Lot 46

\*Guide Price £138,000+



## 36 Albert Road, Levenshulme, Manchester M19 2AB

Part tenanted mixed use investment property.

<b>Directions</b>	Located on Albert Road close to Train Station
<b>Details</b>	Ground Floor: Launderette, WC rooms, ancillary space, kitchen area (51 sq m) First Floor: living room, kitchen, two bedrooms, bedroom, bathroom Second Floor: Living room, kitchen, bedroom, bathroom Exterior: Garden to rear
<b>Notes</b>	The launderette is tenanted, the agreement should be contained in the online legal pack. The upper floors require refurbishment and have access from the shop. EPC's on order
<b>Possession</b>	Part tenanted on ground floor. Upper floors vacant
<b>Viewing</b>	Auction department 0161 443 4740

Lot 47

\*Guide Price £50,000+



77 Harley Street, Openshaw,  
Manchester M11 1AS

Two bedroom terrace property.

Directions	Off Old Lane, off Louisa Street, off Ashton Old Road (A635)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating
EPC Rating	On order
Possession	Tenanted - let on a twelve month AST from 17/02/14 at £85 per week
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 48

\*Guide Price £38,000+



16 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	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating
EPC Rating	D
Possession	Tenanted - our clients cannot locate the original tenancy but have provided a Rent Increase Notice at £95 per week dated 2/12/13
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 49

NO RESERVE PRICE



## Garages/Lockups At, Oat Street, Higher Hillgate, Stockport SK1 3JX

Pair of garages/lockups in Hillgate Business district.

<b>Directions</b>	Off Charles Street, off Higher Hillgate, off Wellington Road South (A6)
<b>Details</b>	This conveniently located pair of garages offer approximately 50 sq m (540 sq ft) of lockable space and are conveniently situated in a predominantly residential location. The lot may be of value when considering the purchase of the residential unit also being offered on Oat Street.
<b>EPC</b>	The garages are exempt
<b>Note</b>	The owner is a Director of Edward Mellor Ltd
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Refer to auctioneers: 0161 443 4740

**Lot 50**

**\*Guide Price £250,000+**



**Land At, 46 Greaves Avenue, Failsworth, Manchester M35 0NA**

**Commercial building on 0.56 acre plot with residential planning permission.**

<b>Directions</b>	Off Propps Hall Drive, off Poplar Street, off Oldham Road (A62)
<b>Details</b>	Commercial building on site circa 0.56 Acres (0.23 HA).
<b>Planning</b>	Planning permission for 6 no. Flats and 9 no. Dwellings ref: PA/334601/13. Any interested parties are advised to speak to the local council directly for further information.
<b>Note</b>	The lined plan is for purposes of identification only and all interested parties must read the legal pack for the true boundaries. The image shows the amended site layout superimposed over the map and is not to scale. It is for illustration purposes only.
<b>Viewing</b>	Auction department 0161 443 4740

Lot 51

\*Guide Price £35,000+



## Former Shepherd Arms Pub, 69 Cog Lane, Burnley BB11 5BG

Former pub with lapsed planning for two residential units.

<b>Directions</b>	The property is situated around one mile south of the main town centre on the east side of Cog Lane close to the junction with Venice Street.
<b>Details</b>	Former public house with accommodation over two floors and cellar circa 310 sq m (3,335 sq ft) in size. Yard to rear.
<b>Notes</b>	EPC rating E. Property vacant on completion.
<b>Planning</b>	Historic planning permission was granted for the conversion of the property into two houses with associated parking which has now lapsed ref: 2007/0705. The property may also lend itself for other purposes subject to consents and interested parties should consult directly with the Local Planning Office at Burnley Borough Council.
<b>Viewing</b>	Auction department 0161 443 4740



Lot 52

\*Guide Price £38,000+



**566 Oldham Road, Middleton,  
Manchester M24 2EB**

**Two bedroom detached property.**

<b>Directions</b>	On main A669 near Baytree Lane
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen, utility room First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and partial double glazing
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 53

\*Guide Price £38,000+



**121 Newton Road, St Helens  
WA9 2JJ**

**Two/three bedroom end terrace property.**

<b>Directions</b>	On main A572 near Provident Street
<b>Accommodation</b>	Ground floor: Lounge, dining room, kitchen First floor: Two/three bedrooms/ study, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 54

\*Guide Price £105,000+



## 64 Yule Street, Edgeley, Stockport SK3 9LB

Two bedroom end terrace with large bathroom and cellar.

**Directions** The property is located on off Bloom Street on Yule Street on the corner with Ealing Road

**Accommodation** Ground Floor: Living room, dining room, fitted kitchen  
 First Floor: Two double bedrooms, large bathroom with four-piece suite  
 Basement: Cellar chamber  
 Exterior: Gardens to front and rear

**Note** Double glazing, central heating.

**EPC rating** On order

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

Lot 55

REFER TO AUCTIONEER



## 85 Reddish Road, South Reddish, Stockport SK5 7QJ

Three bedroom semi-detached property with useable cellar.

<b>Directions</b>	On Reddish Road (B6167) close to Greg Street
<b>Accommodation</b>	Ground Floor: Storm porch, hallway, living room opening into dining room, fitted kitchen First Floor: Three bedrooms, large family bathroom with four-piece suite Exterior: Block paved driveway, attached garage, rear garden Basement: Cellar
<b>Notes</b>	Double glazing, central heating. Range cooker not included in sale
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 56

\*Guide Price £59,000+



121a Knowles Street, Radcliffe,  
Manchester M26 4DR

Two bedroom property with cellar.

Directions	Located off Belgrave Street off Ainsworth Road (B6292)
Accommodation	Ground Floor: Open plan living space with refitted kitchen, trapdoor into cellar, bathroom. First Floor: Landing, two bedrooms Exterior: Small front garden
Notes	Double glazing, central heating, in good decorative order throughout.
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



Lot 57

\*Guide Price £40,000+



15 Platt Court, Farnworth Drive,  
Rusholme, Manchester M14 5LT

Two bedroom upper floor flat.

Directions	Off Norman Road, off Wilmslow Road (A6010)
Accommodation	Not inspected Upper floor: Lounge, kitchen, two bedrooms, bathroom Exterior: Communal parking, security gating
Note	Community scheme heating, double glazing. Central Rusholme location
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 58

\*Guide Price £55,000+



## 163 Market Street, Hyde SK14 1HG

Retail unit with separate two bedroom, two storey flat over.

<b>Directions</b>	The property is located on Market Street (A57) close to Nelson Street
<b>Details</b>	Ground Floor: 33 sq m (355 sq ft) Reception/sales, two offices, storage area, WC and kitchen Exterior: Yard to rear plus land extending to rear
<b>163a (Flat)</b>	Ground Floor: Entrance. First Floor: Living room and dining kitchen Second Floor: Two bedrooms, shower room
<b>Notes</b>	Shop and flat have separate central heating, flat double glazed. The vendors have indicated that they may consider leasing the ground floor unit post sale.
<b>EPC rating</b>	Shop and flat are both on order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department: 0161 443 4740

Lot 59

\*Guide Price £480,000+



**POSTPONED**  
**UNTIL JUNE**

## 3 Benches Lane, Marple Bridge, Stockport SK6 5RY

Deceptive six bedroom detached property on circa 1.35 acres.

**Directions** Off Glossop Road on Benches Lane which is opposite "Peruga Restaurant" formerly known as "The Woodheys"

---

**Exterior** Set in circa 1.35 acres the grounds extend around the property with a driveway and double garage.

There is an additional entrance to the south west of the site which could have potential for some development subject to consents and permission.

The property had a swimming pool area to the north west of the grounds and has landscaped patio areas and children's play area.

---

**Accommodation** Ground Floor: Hallway, lounge, family dining kitchen, family room/formal dining area, utility room, shower room, three bedrooms.

First Floor: Three bedrooms, bathroom.



**MELLORDOWD**  
PLANNING CONSULTANTS

**Are you frustrated with waiting for  
Town Planning Advice from the  
local council?**

**Is this putting your project at risk?**

Mellor Dowd has many clients who have felt the same way and by engaging our services, have found we can provide an alternative solution.

We can offer bespoke Town Planning advice at a reasonable cost and an agreed time scale.

For an initial discussion and to find out how we can help you,

Tel: **0161 443 4718**

Email: [louise.dowd@edwardmellor.co.uk](mailto:louise.dowd@edwardmellor.co.uk)

Web: [www.mellordowd.co.uk](http://www.mellordowd.co.uk)

**Lot 60**

**\*Guide Price £78,000+**



**74 Armadale Road, Dukinfield  
SK16 4BD**

**Three bedroom semi detached property.**

<b>Directions</b>	Off Dewsnap Lane, off Birch Lane (B6170)
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to front and rear, the rear not being overlooked
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 61**

**\*Guide Price £75,000+**



**28 Markington Street, Moss  
Side, Manchester M14 7JB**

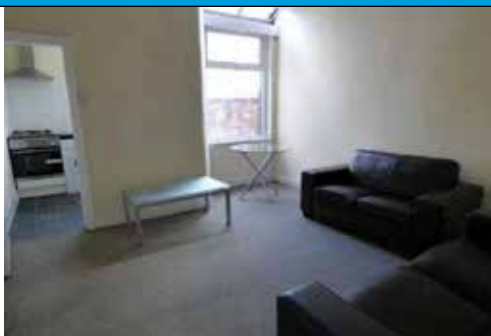
**Two bedroom terrace property.**

<b>Directions</b>	Off Lloyd Street South, off Claremont Road, off Princess Road (A5103)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - six month AST from 22/8/14 at £500 per month
<b>Viewing</b>	Viewing may be possible - call the Auction Department 0161 443 4740



Lot 62

\*Guide Price £80,000+



## 7 Middleham Street, Rusholme, Manchester M14 7NG

Two bedroom terraced house.

**Directions** Off Eberstone Street, off Maine Road, off Claremont Road

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

**Note** Gas central heating and double glazing; recent refurbished

**EPC Rating** F

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 63

\*Guide Price £275,000+



## 209-211 Clarendon Road, Whalley Range, Manchester M16 0EH

Pair of shops with accommodation over.

<b>Directions</b>	Located on Chorlton border on Clarendon Road off Egerton Road North opposite Manley Park
<b>Details</b>	The premises currently are rated as one property with one tenant occupying both units. The accommodation offers retail zones, storage, kitchen, staff facilities and covered yard space to the rear. The net internal area excluding the covered yard area is circa 120 sq m (1,291 sq ft) on the ground floor with two upper floors providing residential accommodation.
<b>Notes</b>	EPC on order
<b>Possession</b>	The premises are currently leased by way of assignment, rent received by vendors from lease date 28.07.2004 for 20 years at £25,000 per annum.
<b>Viewing</b>	Auction department 0161 443 4740

Lot 64

\*Guide Price £575,000+



**The Waterloo Centre, 389 Waterloo Road, Cheetham Hill, Manchester M8 9AB**  
**Community centre and premises on site that may suit development STP.**

<b>Directions</b>	Located on Waterloo Road adjacent to Goldstone Gardens
<b>Details</b>	Ground floor: Reception, open plan office space, classrooms, kitchen, WC's, smaller offices and storage, meeting and function room with bar area, small kitchen. Total NIA 733.62 sq m (7,896 sq ft) The property stands on a site circa 0.62 Acres (0.25 H)
<b>Planning</b>	The site or building may lend themselves to redevelopment or change of use subject to planning permission. Interested parties are advised to consult with the local planning department directly.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 65

\*Guide Price £550,000+



## Larkhill Farm, Astley Road, Chat Moss, Irlam, Manchester M44 5LS

Small holding offering farmhouse, barn and circa 9.5 acres of land.

<b>Directions</b>	From Liverpool Road in Irlam (B5320) fairly close to the Tramway Road turn onto Astley Road and continue over the bridge across the M62 past both Woodstock and Hope Cottage Farm until you see the sign for the farm on your right hand side.
<b>Accommodation</b>	Ground Floor: Reception hallway, reception room, family room, farmhouse kitchen, conservatory, utility room, downstairs shower room. Steps down to further reception room/guest bedroom with en-suite wet room. First Floor: Three bedrooms, master with bath, family bathroom. Large barn with partial conversion as former farm shop, now with PP for residential dwelling on part. The property stands on land approximately 9.5 Acres in size- refer to legal pack for full and true boundary. There is yard space to the rear of the barn of approximately 2.170 sq m (23,358 sq ft) which is suitable for equestrian purposes or vehicles/storage subject to planning.
<b>Planning</b>	The barn had been used in part as a farm shop with a commercial yard area to the rear. Any parties interested in change of use or current planning are advised to consult with the local planning department directly.
<b>Notes</b>	Mains electricity and gas, septic tank. EPC rating F. The map shown is for purpose of identification only, refer to legal pack for title plan and boundaries in full.
<b>Possession</b>	Vacant possession
<b>Viewing</b>	Strictly by appointment only with the auctioneers 0161 443 4740

Lot 66

\*Guide Price £105,000+



## 21 Planet Way, Audenshaw, Manchester M34 5JQ

Three bedroom semi-detached property.

**Directions** Planet Way is off Leech Brook Avenue off Corporation Road

**Accommodation** Ground Floor: Hallway, living room, dining kitchen  
First Floor: Three bedrooms, bathroom  
Exterior: Driveway and front and rear gardens

**Notes** The property has double glazing and central heating

**EPC rating** D

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

Lot 67

\*Guide Price £38,000+



101 Park Street, Coppice,  
Oldham OL8 1EQ

Two bedroom end terrace property.

Directions	Off Lee Street, off Werneth Hall Road, off Frederick Street (B6192)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Double glazing
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 68

\*Guide Price £80,000+



4 Lowthorpe Street, Rusholme,  
Manchester M14 7WP

Two bedroom terrace property.

Directions	Off Maine Road, off Claremont Road, off Princess Road (A5103)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 69

\*Guide Price £95,000+



**POSTPONED  
UNTIL JUNE**

## 95 Brendon Drive, Audenshaw, Manchester M34 5RW

Three bedroom semi detached property.

**Directions** Off Gainsborough Road, off Manchester Road (A635)

**Accommodation** Ground floor: Hall, lounge, kitchen, conservatory  
First floor: Three bedrooms, bathroom  
Exterior: Gardens to the front and rear

**Note** Gas central heating and double glazing

**EPC Rating** On order

**Possession** Vacant on completion

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

Start time is 2:00pm

EDWARD  
mellor

www.edwardmellor.co.uk

Lot 70

\*Guide Price £48,000+



66 Dunstan Street, Bolton  
BL2 6AT

Two bedroom terrace

**POSTPONED  
UNTIL JUNE**

Gas central heating and double  
glazing

EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Specialist in  
**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](mailto:peter@conveyancingoldham.co.uk)



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

0161 443 4740

\*you MUST read the notices to prospective buyers!



Start time is 2:00pm



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

## NOTES

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

0161 443 4740

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

Edward  
Mellor  
Auctions

EDWARD  
mellor

The place to put  
your property  
**under the  
hammer!**



Suitable For **Any Property Type**

**Quick Sale** With 28 Day Completion

**Unrivalled Experience** In Residential Auctions

Over **300 Buyers** At Every Auction And A  
Mailing List Of **30,000 Potential Buyers**

**Free Appraisal** From The Most Successful  
Auction House In Greater Manchester

Call in or telephone **0161 443 4500**  
to find out what makes us different.

# Terms and Conditions

## for proxy and telephone 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 5pm 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 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 (minimum £3000) 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 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 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 instead, 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 & Bidding

Authorisation  
Form

Method of bidding: Proxy  Telephone   
(please tick one)

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

Buyers Name: \_\_\_\_\_  
(if different)

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

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone 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: \_\_\_\_\_

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.



Openwork<sub>o</sub>

