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**Thursday 11th June 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 previous auctions

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 previous auctions

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**

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# 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

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22nd July

23rd June

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16th September

18th August

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28th October

29th September

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8th December

10th November

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

# notices to prospective buyers

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

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

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

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

Purchasers who require finance in order to buy should ensure that they have an unconditional offer from their lender before signing any contract. Some of the lots offered have not always been in ownership for six months and as such this can have an impact on which lender to use. We recommend you speak to one of our whole of market mortgage advisers on 0161 443 4555.

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

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

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

correct. Where the catalogue states that we are "awaiting sight of tenancies", buyers should check with us that these have been received prior to bidding on the property.

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

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

7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by Telephone or Proxy. Forms may be found in the catalogue and these should be completed and returned with cheques for both the 10% deposit and the buyer premium to the Auctioneers before 5pm the day before sale day.

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

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

10. On arrival at the auction you will be asked to complete a form, giving your name, address, and telephone number and your solicitor's details. In exchange you will receive a numbered bidding paddle from which we can identify you. If you are bidding on behalf of someone else who isn't attending, we need all of this for that person as well PLUS a letter from them giving you authority to bid on their behalf.

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

12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving the Auctioneer's Clerk their name, address and solicitor's details. A deposit of 10% of the purchase price (minimum £3,000) is payable and completion usually takes place 28 days from the date of exchange. Deposits must be paid by banker's draft, building society cheque or bank counter cheque. Credit cards can be used subject to a surcharge of 2% (American Express not accepted). Personal cheques can be used if accompanied by two forms of identification (i.e. driving licence, passport or utility bill). Failure to do so may result in the property being re-offered for sale. Please note that any cheque returned unpaid by the bank, whether represented or not, will incur a charge of £25.00 which will be billed to the originator of the cheque. Debit card is the best form of payment as it is free; however, we strongly recommend that you contact your bank before bidding to let them know what you will be doing to avoid any complications once you have been successful and are signing up.

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

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

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

**Good luck!**

# IMPORTANT INFORMATION

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

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

## PROOF OF IDENTITY

Valid Passport

National Identity Card

Valid Photo Card Driving License

## PROOF OF RESIDENCE

Current Local Authority Tax Bill

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

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

## COMPANY IDENTIFICATION

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

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

Official List of Directors

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



# MEET THE TEAM

*"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:

#### Drop-in Afternoon

Friday 29th May  
2:00pm – 5:00pm.  
Edward Mellor Head Office,  
65-81 St Petersgate, Stockport, SK1 1DS.

#### Pre-Auction Breakfast

Thursday 11th June  
11.30am.  
AJ Bell Stadium, Barton-upon-Irwell,  
Salford, M30 7EY

#### Property Investment Forum

Thursday 25th June  
6.00pm.  
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



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## Order of sale

Sale starts at 2:00pm

Lot	Area	Address	Description
1	Blackley	1106 Rochdale Road	Two bedroom detached bungalow
2	Dukinfield	75-79 King Street	Triple shop with upper parts
3	Burnley	45 Hufling Lane	Three bedroom terrace property
4	Stalybridge	197 Stamford Street	Three bedroom semi detached
5	Blackley	8 Dolland Street	Two bedroom terrace property
6	Nelson	2a Cobden Street	One bedroom end terrace property
7	Heaton Norris	29 Oxford Way	Two bedroom terrace property
8	Irlam	48 Merlin Road	Three bedroom first floor flat
9	Victoria Park	68 Hathersage Road	Takeaway and accommodation
10	Middleton	118-120 Townley Street	End terrace property in two flats
11	Stockport	Dwelling at Oat Street	Two bed detached with PP
12	Golborne	135 Lowton Road	Two bedroom end terrace property
13	Openshaw	5 Connie Street	Two bedroom terrace property
14	Blackley	68 Sidney Street	Three bedroom semi detached property
15	Leigh	2 Boundary Street	One bedroom ground floor flat
16	Bury	220 Rochdale Road	Two bedroom end quasi semi
17	Oldham	607 Ashton Road	Two bedroom terrace property
18	Gorton	4 & 4a Levenshulme Road	Pair of investment properties
19	Beswick	12 Sledmere Close	Three bedroom semi detached property
20	Middlewich	2 Shilton Close	Three bedroom detached property
21	Gorton	53 Haworth Road	Five bedroom terrace in two flats
22	Darwen	522 Bolton Road	Three bedroom terrace property
23	Hyde	135 Mottram Road	Two bedroom terrace property
24	Moss Side	29 Hartington Street	Two bedroom terrace property
25	Stockport Centre	4-6 Vernon Street	Mixed use part vacant building
26	Little Hulton	1 Spinningdale	One bedroom first floor flat
27	Collyhurst	Thornton Street	Parcel of land with historic PP
28	Moston	477 Moston Lane	Mixed use development opportunity
29	Levenshulme	49 Hornbeam Road	Potential development property
30	Dukinfield	74 Armadale Road	Three bedroom semi detached property
31	Stockport	Oat Street	Warehouse/Light Industrial building
32	Gorton	31 Radnor Street	Two bedroom terrace property
33	Victoria Park	159 Hathersage Road	One bedroom ground floor flat
34	Blackburn	9 Lord Street West	Town centre building with resi' planning
35	Marple Bridge	3 Benches Lane	Six bed detached on circa 1.35 acres

## Order of sale

Sale starts at 2:00pm

36	Offerton	205 Nangreave Road	Mixed use property with board income
37	Eccles	6 Police Street	Two bedroom terrace property
38	Longsight	50 Turnbull Road	Three bedroom terrace property
39	Stockport	Garages at Oat Street	Lock up/garage space
40	Hyde	224 Market Street	Commercial investment part vacant
41	Rossendale	1 North Road	Two bedroom end terrace property
42	Accrington	1 Hope Street	Two bedroom back to back terrace
43	Heywood	41 York Street	Substantial restaurant premises
44	Haughton Green	Two Trees Lane	Former Church
45	Marple Bridge	1, 25a Hollins Lane	Vacant two bedroom flat
46	Congleton	11a William Street	Five bedroom detached property
47	Rusholme	216 Maine Road	Two bedroom terrace property
48	Abbey Hey	241 Abbey Hey Lane	Large income producing property
49	Rishton	77 High Street	One bedroom end terrace property
50	Newton Heath	3 Carriage Drive	Two bedroom semi detached property
51	Ashton-under Lyne	121 Kelvin Street	One bedroom back to back terrace
52	Liverpool	7a Grove Road	Six bedroom semi detached
53	Leigh	30 Brewery Lane	Large three bedroom terrace property
54	Newton-le-Willows	16 Brick Street	Two bedroom terrace property
55	Levenshulme	36 Albert Road	Mixed use development property
56	Stalybridge	70 Ridge Hill Lane	Three bedroom terrace property
57	Little Hulton	Manchester Road East	Parcel of land
58	Farnworth	18-20 Market Street	Substantial restaurant premises
59	Accrington	15 Elizabeth Way	Two bedroom terrace property
60	Radcliffe	79 Spring Lane	New three bedroom semi detached
61	Radcliffe	81 Spring Lane	New three bedroom semi detached
62	Partington	3a Warburton Lane	Two bedroom first floor flat
63	Rochdale	420 Halifax Road	Three bedroom terrace property
64	Heaton Moor	12 Moorfield Grove	Delapidated terrace in prime location

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*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*

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Laura Morgan  
National Development Manager

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Lot 1

\*Guide Price £40,000+



## 1 106 Rochdale Road, Blackley, Manchester M9 6FQ

Two bedroom detached bungalow.

<b>Directions</b>	Travelling away from Manchester towards Rochdale, go past Blackley Fire Station where the bungalow can be found on the right set back from the road
<b>Accommodation</b>	Ground floor: Hall, lounge, small kitchen, lean-to, two bedrooms, bathroom Exterior: Small garden
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 2

\*Guide Price £85,000+



## 75 - 79 King Street, Dukinfield SK16 4NQ

Shops with upper floors, ideal for development STP.

<b>Directions</b>	On King Street (A627), in between West Street and Highfield Street
<b>75, 77, 79</b>	Ground Floor: Sales rooms over three addresses with rear rooms
<b>77, 79 King Street</b>	The property at first floor has five rooms, bathroom
<b>Exterior</b>	Generous plot with gated access
<b>Notes</b>	The property may lend itself to residential conversion and development of the rear subject to permission. EPC on order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 3

\*Guide Price £38,000+



## 45 Huffling Lane, Burnley BB11 3QH

Three bedroom bay fronted terrace property.

**Directions** Huffling Lane, near Riley Street

**Accommodation** Ground Floor: Hallway, living room, dining kitchen, utility room  
First Floor: Three bedrooms, shower room  
Exterior: Raised front garden, rear yard

**Notes** The property has central heating and needs some updating

**EPC Rating** On order

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

Lot 4

\*Guide Price £110,000+



## 197 Stamford Street, Stalybridge SK15 1OZ

Extended three bedroom semi-detached.

<b>Directions</b>	Located off the main road by turning off Stamford Street at the traffic lights onto Clarence Street, first left on Stamford Close and following the road around where the property is found on the right hand side.
<b>Accommodation</b>	Ground Floor: Large entrance hallway, open plan lounge and dining room, fitted kitchen, downstairs WC and washroom, additional utility/boiler room. First Floor: Landing, three double bedrooms, family bathroom Exterior: Gated blocked paved driveway extending from front to the rear, large rear garden, garage.
<b>Notes</b>	Double glazing, central heating, the property requires some structural rectification in part therefore is suited to cash buyers only. A copy of the report will be contained in the legal pack.
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 5

\*Guide Price £42,000+



**8 Dollond Street, Blackley,  
Manchester M9 4FF**

**Two bedroom terrace property**

**Directions** Off Melbourne Street, off Moston Lane

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

**Note** Partial double glazing, central heating

**EPC Rating** F

**Possession** We are advised by the owner that there is a tenant in occupation but the property will be sold vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 6

\*Guide Price £13,000+



**2a Cobden Street, Nelson  
BB9 0AH**

**One bedroom end terrace property.**

**Directions** Off Lomeshaye Road, off Manchester Road (A682)

**Accommodation** Not inspected  
Basement: Kitchen  
Ground floor: Lounge  
First floor: Bedroom with en-suite

**EPC Rating** On order

**Possession** Vacant on completion

**Viewing** Refer to Auctioneer

Lot 7

\*Guide Price £65,000



## 29 Oxford Way, Heaton Norris, Stockport SK4 1JR

Two bedroom terrace property.

**Directions** Off Oxford Way, off Lloyd Street, off Cheviot Close, off Wellington Road North (A6)

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

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

**EPC Rating** D

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740



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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 8

\*Guide Price £55,000+



## 48 Merlin Road, Irlam, Manchester M44 6QH

Three bedroom first floor flat.

<b>Directions</b>	Turn off Liverpool Road in Irlam along Silver Street and follow the road along until it becomes Merlin Road.
<b>Accommodation</b>	Ground Floor: Porch with front and rear access. Stairs to: First Floor: Landing, large lounge, fitted kitchen with dining room off. Three double bedrooms, large family bathroom. Exterior: Small garden area to front.
<b>Notes</b>	Double glazing, central heating. The yearly service charge we are advised is circa £340 per annum. Please refer to legal pack for full information. The lined photograph indicates the garden area, porch and upper floors and is for purpose of identification only.
<b>EPC rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 9

\*Guide Price £235,000+



## 68 Hathersage Road, Victoria Park, Manchester M13 0FN

Takeaway with accommodation over close to MRI and Universities.

<b>Directions</b>	Located close to junction of Upper Brook Street in parade of shops.
<b>Details</b>	Ground Floor: Shop sales area and counter, office, kitchen and prep room. Basement store. First Floor: Three rooms, bathroom Exterior: Two garages attached to rear
<b>Notes</b>	The premises and property may lend themselves to other uses or redevelopment subject to the necessary consents. Double glazed upper windows, central heating. The property is sold with the fixtures and fittings included for the catering business.
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment with the auctioneers 0161 443 4740

Lot 10

\*Guide Price £55,000+



## 118-120 Townley Street, Middleton, Manchester M24 1BT

End terrace property in two flats.

<b>Directions</b>	Off Townley Street, off Grimshaw Lane (B6189)
<b>Accommodation</b>	Ground floor 118: Lounge, bedroom, inner hallway, kitchen, bathroom First floor 120: Hall, lounge, kitchen, bedroom, bathroom Exterior: Parking space to rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	118 - C, 120 - On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 11

\*Guide Price £65,000+



**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 12**

**\*Guide Price £50,000+**



**135 Lowton Road, Golborne, Warrington WA3 3HT**

**Two bedroom end terrace property.**

<b>Directions</b>	Off Lowton Road, off Wigan Road (A573)
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen, pantry First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Partial double glazing and solid fuel central heating
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Lot 13**

**\*Guide Price £45,000+**



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

**Two bedroom terrace property.**

<b>Directions</b>	Off Meech Street, off Greenside Street, off Ashton Old Road (A635)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Double glazing
<b>EPC Rating</b>	G
<b>Possession</b>	Tenanted - let on a twelve month AST from 21/7/14 at £95 per week
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 14

\*Guide Price £70,000+



**68 Sidney Road, Blackley,  
Manchester M9 8AT**

**Three bedroom semi detached property.**

<b>Directions</b>	Off Sidney Road, off Old Road, off Rochdale Road (A664)
<b>Accommodation</b>	Ground floor: Entrance porch, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant of completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 15

\*Guide Price £39,000+



**2 Boundary Street, Leigh  
WN7 2AT**

**One bedroom ground floor flat.**

<b>Directions</b>	Off Chapel Street (A572)
<b>Accommodation</b>	Ground floor: Lounge/kitchen, bedroom, bathroom Exterior: Communal garden and parking
<b>Note</b>	Double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - the managing agent advises us the rent is £375 per month please refer to the legal pack for more information
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

**Lot 16**

**\*Guide Price £50,000+**



**220 Rochdale Road, Bury  
BL9 7HP**

**Two bedroom end quasi semi.**



<b>Directions</b>	On main A58 off M66 down slip road
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear, the rear overlooking the river
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

**Lot 17**

**\*Guide Price £39,000+**



**607 Ashton Road, Oldham  
OL8 2NF**

**Two bedroom terrace.**

<b>Directions</b>	Located on Ashton Road opposite Claremont Street.
<b>Accommodation</b>	Ground Floor: Two reception rooms, kitchen area to rear First Floor: Formerly two bedrooms, bathroom Exterior: Small front garden, yard to rear.
<b>Notes</b>	The property is suited to cash buyers only and has been "knocked back" to the bare bricks.
<b>EPC rating</b>	Exempt
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 18

\*Guide Price £195,000+



Rear "Coach House"

## 4-4a Levenshulme Road, Gorton, Manchester M18 7WJ

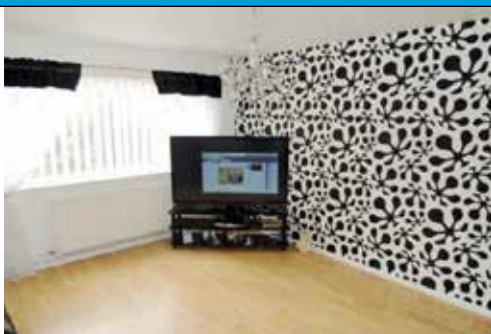
Semi-detached with additional detached dwelling.

<b>Directions</b>	Levenshulme Road close to junction with Brookhurst Road off Far Lane/Hengist Street off Hyde Road (A57)
<b>4 Levenshulme Road</b>	Ground Floor: Hallway, large lounge, dining room, rear hallway, large dining kitchen, downstairs bathroom. First Floor: Three large double bedrooms with bathrooms Second Floor: split level large double bedroom with a bathroom. Basement: Cellar chambers
<b>4a Levenshulme Road</b>	Ground Floor: Porch, living room, dining kitchen, bathroom First Floor: Two bedrooms, en-suite to master Externally: Garden to front, long side driveway, enclosed cobbled rear courtyard garden
<b>Notes</b>	The properties are both let on AST agreements: 4 £186.47 per week, 4a £500 per month, the details of which will be included in the legal pack. EPC ratings 4: F, 4a: E.
<b>Viewing</b>	Strictly by appointment with the auctioneers office 0161 443 4740



Lot 19

\*Guide Price £70,000+



## 12 Sledmere Close, Beswick, Manchester M11 3BU

Three bedroom semi detached property.

<b>Directions</b>	Off Grey Mare Lane, off Ashton New Road (A662)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Paved gardens to the front and rear with parking available at the front
<b>Note</b>	Gas central heating and double glazing. Close to Etihad Stadium, Velodrome and training complex
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - let on a twenty four month AST from 01/06/2013 at £500pcm
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 20

\*Guide Price £110,000+



## 2 Shilton Close, Middlewich CW10 0RN

Three bedroom detached property.

<b>Directions</b>	Off Woodstock Drive, off Venables Way, off Sycamore Drive, off Warringham Lane, off Booth Lane (A553)
<b>Accommodation</b>	Ground floor: Entrance hall, WC, lounge, dining room, kitchen, sitting room First floor: Three bedrooms, shower room Exterior: Gardens to the front and rear, driveway
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 21

\*Guide Price £110,000+



## Flats A -B, 53 Haworth Road, Gorton, Manchester M18 7EN

Five bedroom terrace property in two flats.

<b>Directions</b>	Off Crossfield Grove, off Hyde Road (A57)
<b>Accommodation</b>	Not inspected Ground floor self contained flat: Hall, lounge, kitchen, bedroom and bathroom First floor flat share: Lounge, kitchen, bedroom, bathroom Second floor: Two bedrooms External: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 22

\*Guide Price £58,000+



## 522 Bolton Road, Darwen BB3 2JR

Three bedroom terrace property.

**Directions** On main A666

**Accommodation** Not inspected  
Ground floor: Entrance vestibule, lounge, dining room, ground floor wc, modern re-fitted kitchen  
First floor: Three bedrooms, modern re-fitted bathroom  
Exterior: Rear yard

**Note** Tastefully renovated to include gas central heating and double glazing

**EPC Rating** C

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 23

\*Guide Price £75,000+



## 135 Mottram Road, Hyde SK14 2NX

Two bedroom terrace property.

Directions	Off Mottram Road (A57)
Accommodation	Ground floor: Lounge, kitchen, cellar First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Lot 24

\*Guide Price £75,000+



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

Two bedroom terrace property.

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

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

**Note** Gas central heating and double glazing

**EPC Rating** D

**Possession** Tenanted - twelve month AST from 21/1/13 at £433.33 increased to £455 on 21/1/14

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

Lot 25

\*Guide Price £165,000



## Park And Castle Chambers, 4-6 Vernon Street, Stockport SK1 1TY

Town centre investment and redevelopment opportunity STP.

<b>Directions</b>	The property is located in the Town Centre in close proximity to the Markets and both Sainsbury's and Asda supermarkets
<b>Ground Floor</b>	Two separate commercial investments, one trades as a cafe bar, the other a PC repair shop. Cafe: 62sqm (667sq ft). PC shop: 20sqm (215sqft)
<b>Upper Floors</b>	Stairs and separate entrance from ground floor. Landing, WC and cloakroom, 5 offices, staff room/kitchen on first floor. Second floor store room. NIA 92sqm (990sqft)
<b>Exterior</b>	Parking space for 3 average size vehicles located to rear.
<b>Notes</b>	The upper floors may lend themselves to residential conversion subject to consents with the local planning department. EPC's are order.
<b>Viewing</b>	Strictly by appointment with the auctioneers office: 0161 443 4740. Any interested parties are advised to exercise discretion if entering the tenanted shops, please do not disturb the tenants.

Lot 26

\*Guide Price £50,000+



## 1 Spinningdale, Little Hulton, Manchester M38 9DL

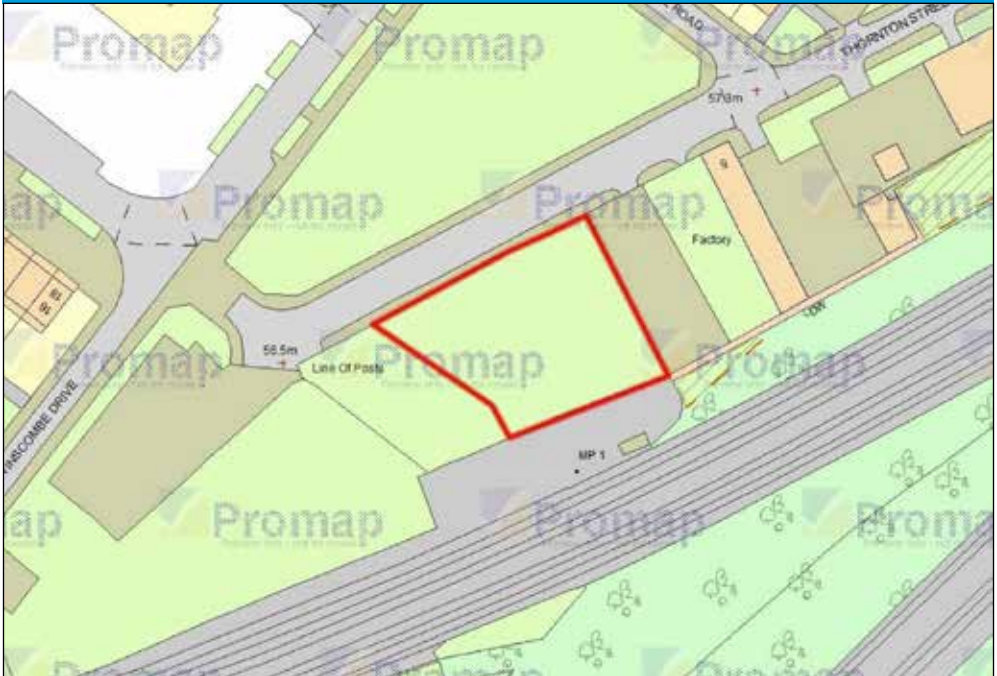
Two bedroom first floor flat.

<b>Directions</b>	Located close to the Westhoughton border off Salford Road/Manchester Road West (A6) on Clarke Crescent, close to the Dunmare Public House. The flat is located at the rear of the left hand side of the development, overlooking the gardens.
<b>Accommodation</b>	Ground Floor: Entrance to rear First Floor: Landing, living room overlooking gardens, kitchen, two bedrooms, bathroom. Exterior: Allocated car parking space to front, large communal lawn gardens to rear.
<b>Notes</b>	Electric heating, we have been advised that the service charge circa £45 per month inclusive of insurance, ground rent and maintenance and the property is leasehold: refer to legal pack for full information.
<b>EPC rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



**Lot 27**

**\*Guide Price £75,000+**



**Land At, 11 Thornton Street, Collyhurst, Manchester M40 7GL**

**Parcel of land with lapsed residential permission.**

**Directions** The property is located on Thornton Street off Collyhurst Street and located between the A664 Rochdale Road and A62 Oldham Road.

**Details** The site is circa 0.3 Acres in size which is currently an open plot of land bordered by Thornton Street and a railway viaduct. The site is currently ringed by security fencing.

**Notes** The lined map is for purposes of identification only and must not be relied on as being the accurate boundary- please refer to the on line legal pack for the true boundaries and plan.

**Planning** Planning permission was granted in January 2007 for housing ref 081840/FO/2007/N1, The site is considered suitable for alternative uses, subject to planning permission and interested parties are advised to discuss proposals with the local authority Manchester City Council on 0161 234 5000

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

Lot 28

\*Guide Price £50,000+



## 477 Moston Lane, Moston, Manchester M40 9PY

Vacant shop with rooms over.

<b>Directions</b>	The property is on Moston Lane on the corner of Finchley Grove
<b>Details</b>	Ground Floor: Shop area, rear room with WC, further room to rear. First Floor: Three rooms, bathroom, Externally: Yard to rear
<b>Notes</b>	Permission exists for insertion of new front entrance to self contain the upper floor flat ref: 107394/FO/2014/N1. There has been historic consent Reference:075640/FO/2005/N1 for the conversion of ground floor shop unit to 2 bed flat with existing accommodation above.
<b>EPC rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4747

Lot 29

\*Guide Price £60,000+



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

Former off licence/general store with living accommodation over.

**Directions** Located off Manor Road on corner of Guildford Road in predominantly residential location

**Details** Sales area, rear store room, Access from front and from shop. First floor landing, lounge/bedroom, kitchen, bathroom.  
Exterior: Yard to rear

**Notes** 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.

**Possession** Vacant on completion

**Fixtures and fittings** 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.

**Viewing** Auction department 0161 443 4740

Lot 30

\*Guide Price £78,000+



## 74 Armadale Road, Dukinfield SK16 4BD

Three bedroom semi detached property.

**Directions** Off Dewsnap Lane, off Birch Lane (B6170)

**Accommodation** Ground floor: Lounge, dining kitchen  
First floor: Three bedrooms, bathroom  
Exterior: Gardens to front and rear, the rear not being overlooked

**Note** Gas central heating and double glazing

**EPC Rating** C

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

Lot 31

\*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 32**

**\*Guide Price £52,000+**



**31 Radnor Street, Gorton, Manchester M18 7AD**

**Two bedroom terrace property.**

<b>Directions</b>	Off Parkdale Avenue, off Hyde Road (A57)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Close to Sunny Brow Park
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - two year AST from 24/01/03, now resigned on six month AST from 15/12/14 at £400 per month
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

**Lot 33**

**\*Guide Price £70,000+**



**18 Melrose Apartments, 159 Hathersage Road, Victoria Park, Manchester M13 0HX**

**One bedroom ground floor flat.**

<b>Directions</b>	Off Hathersage Road, off Upper Brook Street (A34)
<b>Accommodation</b>	Not inspected Ground floor: Entrance hall, lounge, kitchen, bedroom, bathroom Exterior: Communal gardens
<b>Note</b>	Double glazing. Much sought after location close to Central Manchester University Hospitals, Swinton Grove Park and Royal Manchester Children's Hospital
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let initially on a six month AST from 01/06/2011 at £500 per month. New twelve month AST from 19/04/15 at £600 per month
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 34

\*Guide Price £200,000+



## 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 35

\*Guide Price £480,000+



## 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.





<b>EPC rating</b>	E
<b>Planning</b>	Any party interested in development or alternative uses for part or whole of the land are advised to consult with the local planning department directly.
<b>Notes</b>	The map shown is for identification purposes only and all parties must refer to the title plan(s) contained within the legal pack. The property has double glazing and central heating.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 36

\*Guide Price £130,000+



## 205 Nangreave Road, Offerton, Stockport SK2 6AH

Mixed use property with advertising board income.

<b>Directions</b>	The property is located on Nangreave Road at the traffic light junction with Dialstone Lane
<b>Details</b>	Ground Floor: Salon 24.9 sq m (268 sq ft), accommodation with WC, kitchen and reception room. Basement. First Floor: Three rooms, bathroom. Externally: Off road parking leading to side gate, side driveway and garage (semi-attached), rear garden
<b>Notes</b>	The property has some double glazing and is centrally heated. EPC rating D. The property may suit conversion or alternative uses subject to planning permission.
<b>Possession</b>	The advertising board is leased by Clear Channel on a rolling contract yielding an income of £112.50 per quarter
<b>Viewings</b>	Strictly by appointment with the auctioneers: 0161 443 4740

Lot 37

\*Guide Price £65,000+



## 6 Police Street, Eccles, Manchester M30 0RD

Two bedroom mid-terrace property.

**Directions** Located off Green Lane off Liverpool Road (A57)

**Accommodation** Ground Floor: Lounge, dining kitchen  
First Floor: Two bedrooms, bathroom  
Exterior: Yard to rear

**Notes** Double glazing, central heating

**EPC rating** D

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

Lot 38

\*Guide Price £75,000+



## 50 Turnbull Road, Longsight M13 0PY

Three bedroom terrace property.

<b>Directions</b>	Off Hamilton Road, off Slade Lane (A5079)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, shower room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and part double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department on 0161 443 4740

Lot 39

\*Nil Reserve



## 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 40

\*Guide Price £140,000+



## 224 Market Street, Hyde SK14 1HB

Mixed use commercial investment part income producing.

<b>Directions</b>	Located on Market Street in Hyde close to the Shepherds Call Public House
<b>Details</b>	Ground Floor: 40 sq m (430 sq ft) retail space with ancillary accommodation. Basement. First Floor: (35 sq m) Landing 3 rooms and store room. Second Floor: (35 sq m) Two rooms and WC Externally: Gated parking for circa 6 vehicles
<b>Notes</b>	The advertising hoarding is not included in the sale. Parties interested in development of parts and plot are advised to make their own enquiries direct to the relevant local planning department. EPC rating G
<b>Possession</b>	The ground floor is tenanted, one upper floor is due to be let. Full tenancy details will be provided in the legal paperwork.
<b>Viewing</b>	By appointment only with the Auctioneers 0161 443 4740

Lot 41

\*Guide Price £55,000+



## 1 North Road, Cloughfold, Rossendale BB4 7LH

Two bedroom end terrace property.

**Directions** Located off Bacup Road (A681), adjacent to Cloughfold Conservative Club

**Accommodation** Ground Floor: Hallway, living room, dining kitchen  
 First Floor: Two bedrooms, bathroom and separate WC/washroom  
 Basement: Three cellar rooms  
 Externally: Yard to rear

**Notes** The property has majority UPVC double glazing with the exception of the window over the rear door and the window in the loft. Central heating system (not tested). There is potential for utilising the loft space subject to permission. The original house we are advised had a staircase to it from the existing bathroom.

**EPC** On order

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

Lot 42

\*Guide Price £38,000+



## 1 Hope Street, Accrington BB5 0PL

Two/three bedroom refurbished interlinked terrace house.

<b>Directions</b>	Located on corner of Ormerod Street
<b>Accommodation</b>	Ground Floor: Hallway, dual aspect living room, newly fitted kitchen, under stairs storage. First Floor: Landing, three rooms, newly fitted bathroom Exterior: Small walled front garden, yard space to rear
<b>Notes</b>	The property has recently been refurbished to a very high standard. Double glazing, central heating, Two upper floor rooms have daylight tube lighting.
<b>EPC rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



Lot 43

\*Guide Price £240,000+



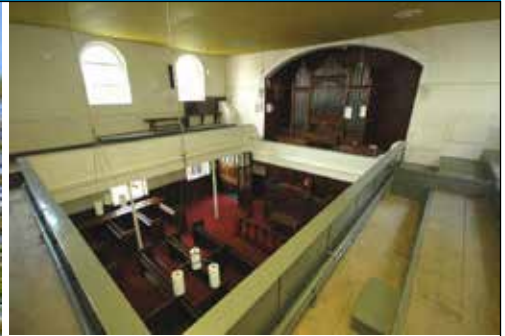
## Veenas, 41 York Street, Heywood OL10 4NN

Vacant restaurant premises off Town Centre.

<b>Directions</b>	Located on York Street on corner of Queen's Park Road
<b>Details</b>	We have been unable to inspect the premises but we are advised that they comprise a recently closed restaurant with bar areas, seating, kitchen and upper parts. The premises were formerly a Conservative Club.
<b>Notes</b>	The premises may lend themselves to redevelopment subject to the necessary consents and all interested parties are advised to consult with the relevant local planning authority. EPC on order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 44

\*Guide Price £150,000+



**Houghton Green Methodist C'rch, Two Trees Lane, Houghton Green, Denton, Manchester M34 7GL**

**Former church considered suitable for alternative uses STP.**

<b>Directions</b>	Located on Two Trees Lane on corner of Sunningdale Road
<b>Details</b>	Former Church premises comprising reception area, WCs, congregation room with balconies, kitchen and WC room, boiler room and meeting room of approximately 1858 sq ft (172 sq m) set in non consecrated grounds with a plot size of 0.37 acres.
<b>Planning</b>	The property is considered suitable for alternative uses such as a day care centre, subject to planning permission and interested parties are advised to discuss proposals with the relevant local authority.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 45

\*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 46

\*Guide Price £135,000+



## The Willows, 11a William Street, Congleton CW12 2EY

Five bedroom detached property.

<b>Directions</b>	Off William Street, off Buxton Old Road, off Buxton Road (A54)
<b>Accommodation</b>	Ground floor: Entrance porch, hall, lounge, dining room, kitchen, utility, WC First floor: Five bedrooms, bathroom Exterior: Gardens to the front, side and rear, double garage
<b>Note</b>	Gas central heating and part double glazing. The vendor of this property is a director of Edward Mellor Ltd
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 47

\*Guide Price £80,000+



## 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 48

\*Guide Price £350,000+



## 241 Abbey Hey Lane, Abbey Hey, Manchester M18 8XL

Large three storey multi use investment property.

<b>Directions</b>	Located on Abbey Hey lane on corner of Lakeside Road and Falmer Close
<b>Details</b>	Ground Floor: Launderette Premises with Internet café, basement underneath. First Floor: Five bedsit rooms, modern dining kitchen, modern bathroom Second Floor: Four bedsit rooms, modern dining kitchen, modern bathroom Exterior: Detached garage with washroom attached, enclosed yard to accommodation. Car park
<b>Notes</b>	The residential accommodation has been recently modernised to include double glazing and heating. EPC on order. Lined boundary map for identification purposes only.
<b>Possession</b>	The property is leased on one 10 year lease according to the vendor and the rent payable is £18,000 per annum. There is also an 02 telephone mast on the building for a reported term of 25 years since 2013 producing an income of £8,000 per annum: All lease agreements will be made available in the legal pack
<b>Viewing</b>	Strictly by appointment with the auctioneers office on 0161 443 4740

Lot 49

\*Guide Price £29,000+



**77 High Street, Rishton,  
Blackburn BB1 4LD**

**Refurbished one bedroom terrace.**

<b>Directions</b>	High Street (A678) close to Harwood Road (B6535)
<b>Accommodation</b>	Not inspected: Ground Floor: Lounge and kitchen First Floor: Bedroom and bathroom
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 50

\*Guide Price £78,000+



**3 Carriage Drive, Newton Heath,  
Manchester M40 8RG**

**Two bedroom semi detached property.**

<b>Directions</b>	Off Carriage Drive, off Monsall Street, off Queens Road (A6010)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 51

\*Guide Price £39,000+



## 121 Kelvin Street, Ashton-under-Lyne OL7 0JT

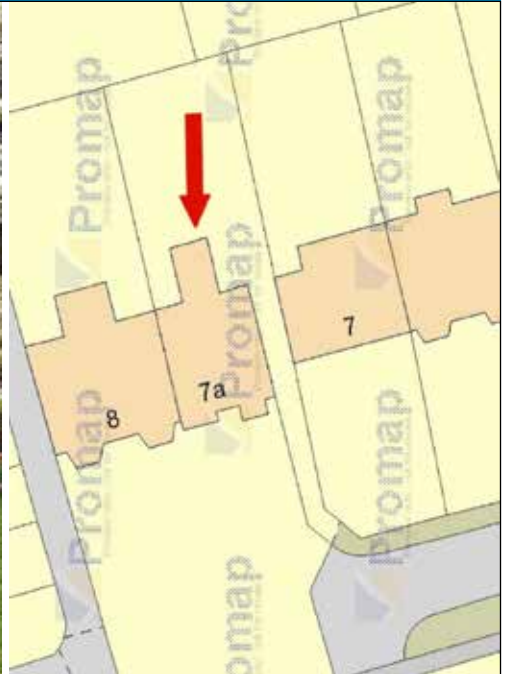
One bedroom "back-to-back" terrace property.

<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 52

\*Guide Price £185,000+



## 7a Grove Road, Liverpool L6 8NA

Six bedroom semi-detached property.

Directions	Off Prescott Road (A57)
Description	Not inspected Ground Floor: Two rooms, shower room, kitchen/dining room, storage room First Floor: Four bedrooms, bathroom, shower room, storage room Externally: Garden to rear
EPC rating	G
Possession	Tenanted at £30,000 per annum - please refer to the legal pack for further information
Viewing	Auction department 0161 443 4740

Lot 53

\*Guide Price £75,000+



## 30 Brewery Lane, Leigh WN7 2RJ

Large three bedroom terrace property.

<b>Directions</b>	Off Brewery Lane, off Chapel Street (A572)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and yard to the rear
<b>Note</b>	Larger than average mid terrace property close to Leeds and Liverpool Canal
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

Lot 54

\*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 55

\*Guide Price £115,000+



## 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 56

\*Guide Price £85,000+



## 70 Ridge Hill Lane, Stalybridge SK15 1NQ

Three bedroom terrace property.

<b>Directions</b>	Off Stamford Street (A635)
<b>Description</b>	Ground Floor: Lounge, dining room, kitchen First Floor: Three bedrooms, bathroom Externally: Rear yard
<b>Notes</b>	Double glazed, central heating
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Lot 57

\*Guide Price £25,000+



## Land Off, Manchester Road East, Little Hulton, Manchester M38 9WG

Parcel of land considered suitable for development STP.

**Directions** Fronting Manchester Road East (A6) approximately 0.75 miles from Walkden town centre, close to Grayson Road.

**Details** Vacant parcel of land circa 598 sq m (0.147 A)

**Planning** The land may suit residential development subject to the necessary consents and interested parties are advised to make their own enquiries directly with the relevant local authority.

**Note** The lined plan is for purposes of identification only and all interested parties must read the legal pack for the true boundaries.

**Viewing** Auction department 0161 443 4740

Lot 58

\*Guide Price £100,000+



**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 59**

**\*Guide Price £25,000+**



**15 Elizabeth Street, Accrington  
BB5 0HH**

**Two bedroom terrace property.**

**Directions** Off Stevenson Street West, off Spring Hill Road, off Moscow Mill Street, off Union Road (B6231)

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

**Note** Gas central heating and double glazing

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction department on 0161 443 4740

**Lot 60**

**\*Guide Price £105,000+**



**79 Spring Lane, Radcliffe,  
Manchester M26 2SZ**

**Three bedroom semi-detached property.**

**Directions** Spring Lane (A6053)

**Description** Ground Floor: Living room, kitchen/dining room, WC  
First Floor: Three bedrooms, bathroom  
Externally: Front garden area, rear garden

**Notes** Newly built, double glazed, centrally heated

**EPC rating** On order

**Possession** Vacant

**Viewing** Auction department 0161 443 4740





**Lot 61**

**\*Guide Price £105,000+**



**81 Spring Lane, Radcliffe,  
Manchester M26 2SZ**

**Three bedroom semi-detached property.**

<b>Directions</b>	Spring Lane (A6053)
<b>Description</b>	Ground Floor: Living room, kitchen/ dining room, WC First Floor: Three bedrooms, bathroom Externally: Rear garden
<b>Notes</b>	Newly built, double glazed, centrally heated
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant
<b>Viewing</b>	Auction department 0161 443 4740

**Lot 62**

**\*Guide Price £43,000+**



**3a Warburton Lane, Partington,  
Manchester M31 4NR**

**Two bedroom converted first floor flat.**

<b>Directions</b>	Off Manchester Road (A6144)
<b>Accommodation</b>	Not inspected First Floor: Hall, lounge, dining room, kitchen two bedrooms, bathroom Exterior: Garden to the rear, driveway
<b>Note</b>	Gas central heating and double glazing. The vendor has provided us with the rear garden picture
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

Lot 63

\*Guide Price £50,000+



## 420 Halifax Road, Rochdale OL16 2RQ

Three bedroom terrace property.

**Directions** Off Halifax Road (A58)

**Accommodation** Not inspected  
Ground floor: Hall, lounge, dining room, kitchen, bathroom  
First floor: Three bedrooms, bathroom  
Exterior: Rear garden

**Note** Gas central heating and double glazing

**EPC Rating** E

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

**Viewing** Auction Department 0161 443 4740

Lot 64

\*Disclosed Reserve £110,000+



## 12 Moorfield Grove, Heaton Moor, Stockport SK4 4BQ

Derelict end terrace property in prime "Heaton's" location.

<b>Directions</b>	Turn off Heaton Moor Road onto Shaw Road where access for Moorfield Grove is the second right turning. There is no vehicular access to this property and Park Grove is a strictly private road.
<b>IMPORTANT NOTICE</b>	There is no vehicular access to this property no parking on Moorfield Grove. Parties viewing must park around Shaw Grove and the surround.
<b>Accommodation</b>	The layout cannot be verified however from a doorstep inspection it appears to have consisted of a hallway, a through lounge and kitchen on the ground floor, two bedrooms and a bathroom and a dormer room in the loft space however we have no knowledge of any planning permission, nor building regulations certification. The property also seems to have a cellar. There are gardens to front and rear.
<b>Notes</b>	THE MINIMUM DEPOSIT WILL BE 20% OR £22,000 WHICHEVER IS THE GREATER. The property will be sold with on lease subject to a schedule of works which must be completed within a defined timescale (8 months). This property will not be sold prior to the auction. EPC exempt. The property is located in a conservation area. Interested parties are advised to consult with the local planning department regarding renovations and TPO's that affect the area.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	A limited inspection of the property will be available however no party will be allowed to step into the building.

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# 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.



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