

EDWARD
mellor
auCTION

"What matters to you, matters to us"

22nd July 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

www.edwardmellor.co.uk/auction

SUCCESS STORIES *from our previous Auction*



WHAT OUR CLIENTS SAY...

“ 184 Huddersfield Road, Stalybridge

I would like to thank you and your colleagues for your help and guidance through the whole process and wouldn't hesitate to recommend you and Edward Mellor estate agents to any of my friends or relatives to help sell or purchase through.

Paul Dean

“ 120 Brynorne Road, Crumpsall

Thank you once again Louise and the team for another fantastic result. We had the property on the open market with two local agents since August but were struggling to get an acceptable offer.

We definitely made the right decision to put it in your auction. It sold for a great price, but more importantly, we received the right advice at the outset.

We will of course be continuing to use your outstanding services.

Mr R Lester



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

Is this putting your project at risk?

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

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

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

Tel: **0161 443 4718**

Email: louise.dowd@edwardmellor.co.uk

Web: www.mellordowd.co.uk

WHEN & WHERE?

Auction	Closing Date
22nd July	23rd June
16th September	18th August
28th October	29th September
8th December	10th November

THE AUCTION ROOM

AJ Bell Stadium
1 Stadium Way
Barton-upon-Irwell
Salford
M30 7EY

0844 844 8400

DIRECTIONS

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 : 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.

USING SAT NAV?



If you're using sat-nav please ensure you use the postcode :

M30 7LJ



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. t

Good Luck!

Charissa Chang
Corporate Development Manager



SERVICE

FAST

FLEXIBLE

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

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

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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.

ORDER OF SALE

AUCTION STARTS 2PM - REGISTRATION FROM 1PM

1	Denton	132 Hyde Road	Derelict building and yard	38	Little Hulton	52 Crescent Drive	Three bedroom semi detached property
2	Salford	25 Norbury Street	Two bedroom terrace property	39	Burnley	2 Violet Street	Two bedroom terrace property
3	Moss Side	124 Hartington Street	Two bedroom terrace property	40	Anglesey	Treetops, Bwlch Road	Sports ground and bar for development STP
4	Blackley	23 Glenbrook Road	Three bedroom semi detached property	41	Moston	459 Moston Lane	Three bedroom terrace property
5	Prestwich	2 Castle Hill Road	Four bedroom detached property	42	Moston	22 Joule Street	Two bedroom terrace property
6	Rowarth	35 Chapel Street	Two bedroom cottage	43	Walkden	43 Portland Road	Three bedroom semi detached property
7	Openshaw	27 Aldermoor Close	Three bedroom modern end terrace	44	Moston	The Top Derby, Rochdale Road	Public house premises on busy road
8	East Didsbury	671 Kingsway	Five bedroom detached property	45	Gorton	4 Et 4a Levenshulme Road	Substantial pair of properties
9	Newton Heath	3 Carriage Drive	Two bedroom semi detached property	46	Stockport	18-20 Lower Hillgate	Town centre property for development
10	Levenshulme	946 Stockport Road	Vacant retail premises	47	Wigan	265 Warrington Road	Two bedroom terrace property
11	Sale	28 Harley Road	Two bedroom terrace property	48	Burnley	117 Albert Street	Two bedroom terrace property
12	Droylsden	325 Market Street	Two bedroom end terrace property	49	Droylsden	1 Nelson Drive	Three bedroom end terrace property
13	Eccles	116 Church Street	Town centre development property	50	Burnley	15 Angle Street	Two bedroom terrace property
14	Crumpsall	43 Rectory Road	Double fronted semi detached in three flats	51	Stretford	23 Skelton Road	Two bedroom semi detached property
15	Warrington	84 Hoyle Street	Three bedroom end terrace property	52	Moston	11 Worsley Avenue	Two bedroom double fronted terrace property
16	Burnley	8 Violet Street	Two bedroom terrace property	53	Sale	3 Darley Street	Three bedroom terrace property
17	Glossop	34 Chunal Lane	Two bedroom cottage	54	Partington	3a Warburton Lane	Two bedroom converted first floor flat
18	Harpurhey	67 Windsor Road	Two bedroom terrace property	55	Cheetham Hill	389 Waterloo Road	Community centre and premises
19	Audenshaw	54 Hawthorn Street	Vacant retail premises	56	Accrington	15 Elizabeth Street	Two bedroom terrace property
20	Crumpsall	41 Station Road	Substantial six bedroom semi detached property	57	Burnley	51 Albion Street	Two bedroom terrace property
21	Manchester	Apt' 1, 10 Canal Street	1,000 sq ft, Two bedroom city centre flat	58	Ashton under Lyne	9-11 Market Avenue	Town centre part vacant investment
22	Hyde	197-199 Market Street	Double fronted vacant retail premises	59	Openshaw	153 Parkhouse Street	End terrace property in two flats
23	Ashton under Lyne	Wilshaw Dale Cottage	Three bedroom stone built cottage	60	Longsight	50 Turnbull Road	Three bedroom terrace property
24	Sale	19 Hyde Grove	Two bedroom terrace property	61	Leigh	30 Brewery Lane	Large three bedroom terrace property
25	Salford	11 Kendal Road	Three bedroom semi detached property	62	Middleton	78 Rochdale Road	Three bedroom terrace property
26	Moston	447 Moston Lane	Three bedroom terrace property	63	Middleton	6 Hollin Lane	Two bedroom terrace property
27	Burnley	24 Et 24a Herbert Street	Pair of flats, one fully refurbished	64	St Helens	121 Newton Road	Two/three bedroom end terrace property
28	Salford	14 Yew Street	Four bedroom semi detached property	65	Burnley	35 Reed Street	Two bedroom terrace property
29	Gee Cross	310 Stockport Road	Four bedroom, three-storey cottage	66	Longsight	22 Leedale Street	Four bedroom end terrace property
30	Oldham	3 Pretoria Road	Extended four bedroom semi-detached	67	Chesterfield	2 Colenso Place	Two bedroom terrace property
31	Hyde	224 Market Street	Investment/development property STP	68	Ashton under Lyne	83 Penny Meadow	Town centre retail premises for development
32	Wrexham	Plot 66, Summerfields	Miscellaneous parcel of land	69	Ashton under Lyne	85 Penny Meadow	Town centre retail premises for development
33	Wrexham	Plot 67, Summerfields	Miscellaneous parcel of land	70	Cheadle Heath	22 Stockport Road	Three bedroom detached property
34	Wrexham	Plot 68, Summerfields	Miscellaneous parcel of land	71	South Reddish	85 Reddish Road	Three bedroom semi-detached
35	Wrexham	Plot 69, Summerfields	Miscellaneous parcel of land	72	Hyde	213-215 Market Street	Double fronted retail premises with accommodation
36	Wrexham	Plot 70, Summerfields	Miscellaneous parcel of land	73	Rossendale	4 School Street	Two bedroom terrace property
37	Denton	Haughton Green Methodist	Former church building				

We Sell FASTER...



Edward Mellor sell a property every 59 minutes

Based on sales agreed in 2014

LOT 1

NO RESERVE



132 Hyde Road, Denton, Manchester M34 3DH

Derelict retail premises with yard and garage space.

Directions	Located on Hyde Road opposite the Angel Public House.
Details	Site area 150 sq m or thereabouts, comprising part stone built detached building with origins dating back over 250 years. Gated access to yard and rear covered garage area.
Notes	The property will not be sold prior to the auction and is deemed beyond economic repair and therefore currently exempt from rates.
EPC rating	Exempt
Possession	Vacant on completion
Viewing	Site inspections are available by appointment with the Auctioneers: 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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LOT
2

Guide Price £40,000+

25 Norbury Street, Salford M7 4UG

Two bedroom terrace property.

Directions	Off Fenney Street East, off Tully Street South, off Great Cheetham Street East (A576)
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Good public transport links into Manchester City Centre. No pre-auction offers will be considered on this lot.
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



LOT
3

Guide Price £75,000+

124 Hartington Street, Moss Side, Manchester M14 4RU

Two bedroom terrace property.

Directions	Off Claremont Road, off Princess Road (A 5103)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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LOT
4

Guide Price £64,000+

23 Glenbrook Road, Blackley, Manchester M9 0PQ

Three bedroom semi detached property.

Directions	Off Victoria Avenue, off Middleton Road (A576)
Accommodation	Ground floor: Entrance hall, lounge, kitchen, WC First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



YOU MUST READ NOTICES TO PROSPECTIVE BUYERS



2 Castle Hill Road, Prestwich, Manchester M25 0FR
Four bedroom detached property.

Directions	Directly off Bury Old Road (A665)
Accommodation	Ground floor: Porch, hall, lounge, dining room, kitchen, ground floor WC, utility First floor: Four bedrooms, bathroom, separate WC, walk in wardrobe Exterior: Large gardens to front and side. Driveway, garage
Note	Gas central heating
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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LOT
6

Guide Price £125,000+



Roseford Cottage, 35 Chapel Street, Rowarth, High Peak SK22 1EF
Two bedroom cottage.

Directions	Off Thornsett turn into Sitch Lane, left into Laneside Road, continue past Little Mill Inn, turn right into Brookside which runs into Chapel Street
Accommodation	Ground floor: Lounge, kitchen First floor: Two bedrooms - one being accessed via the other Exterior: Rear garden with external WC
Note	Rewired and upvc double glazed in 2013. Sought after rural village location.
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
7

Guide Price £70,000+



27 Aldermoor Close, Openshaw, Manchester M11 1GF
Three bedroom semi-detached end mews.

Directions	Located off Louisa Street in a cul-de-sac position
Accommodation	Ground Floor: Hallway, lounge, through to dining kitchen First Floor: Three bedrooms, bathroom Exterior: Communal driveway leading to driveway, front garden rear garden, detached double garage.
Notes	Single glazed windows, gas central heating system. Photographs of the interior are available on request
EPC rating	On order
Possession	Vacant on completion
Viewing	Strictly by appointment with the Auction department 0161 443 4740

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0161 443 4740

LOT
8

Guide Price £240,000+



671 Kingsway, East Didsbury, Manchester M19 1RF
Five bedroom detached property.

Directions	On main A34 between Parrswood and Queensway
Accommodation	Ground floor: Hall, lounge, dining room, kitchen, utility room, breakfast room, ground floor shower room, sitting room, inner vestibule/storage, workshop/gym room First floor: Five bedrooms - one en-suite, family bathroom, separate WC Exterior: Gardens to front and rear, garage, boiler room
Note	Gas central heating and double glazing. Cash buyers only. No pre-auction offers will be considered on this lot
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
9

Guide Price £73,000+



3 Carriage Drive, Newton Heath, Manchester M40 8RG
Two bedroom semi detached property.

Directions	Off Carriage Drive, off Monsall Street, off Queens Road (A6010)
Accommodation	Ground floor: Porch, lounge with patio doors, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	C
Possession	Currently tenanted - twelve month AST from 29/11/14 at £550pcm however, the property can be sold with vacant possession
Viewing	Please note that viewings ARE AVAILABLE on this lot strictly by appointment with the Auction Department - 0161 443 4740

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LOT
10

Guide Price £125,000



946 Stockport Road, Levenshulme, Manchester M19 3NN

Vacant retail premises with upper floor.

Directions	Located in a row of shops close to the Albert Road traffic light junction.
Accommodation	Ground floor: Retail area 32 sq m (344 sq ft) plus ancillary space. First floor: Storage space 31 sq m (333 sq ft) (no staircase). Exterior: Yard space to rear
Notes	The property may be suitable for change of use or development of parts subject to the necessary consents. All interested parties are advised to discuss proposals with the local authority Manchester City Council directly.
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
11

Guide Price : Refer to Auctioneer



28 Harley Road, Sale M33 7FP

Two bedroom terrace property.

Directions	Off Dargle Road, off Cross Street (A56)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Close to Bridgewater Canal & Way
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
12

Guide Price £78,000+



325 Market Street, Droylsden, Manchester M43 7EA

Two bedroom end terrace with outbuildings.

Directions	Directly off Manchester Road (A662)
Accommodation	Ground floor: Porch, hall, lounge, dining room, kitchen, utility room, ground floor WC First floor: Two bedrooms, bathroom Exterior: Off road parking, rear yard housing a large range of storage outbuildings which would be suitable for conversion to a granny flat/annexe subject to planning
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
13

Guide Price £75,000+



116 Church Street, Eccles, Manchester M30 0LS

Town Centre development opportunity in busy location.

Directions	Located in the main shopping district of the Town Centre close to the Metrolink.
Details	Ground and basement only. 91.6 sq m (985 sq ft) open plan retail space with character and two entrances Basement: 76.8 sq m (826.6 sq ft) Exterior: Gated yard space to rear
Notes	The premises may suit change of use for hot food, café or the such like subject to the necessary consents and permission. Interested parties are advised to consult directly with the relevant local authority directly. EPC exempt- development property.
Tenure	New leasehold terms to be made, details to follow in the legal pack.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
14

Guide Price £150,000+



43 Rectory Road, Crumpsall, Manchester M8 5EA

Double fronted semi detached in three flats.

Directions	Off Crumpsall Lane, off Middleton Road, (A576)
Accommodation	Ground floor: Flat A - accessed through door at front comprises lounge, kitchen, two bedrooms, bathroom (inspected) First floor: Flat B - accessed through door at rear comprises lounge, kitchen, two bedrooms, bathroom (not inspected) Second floor: Flat C - accessed through door at rear comprises lounge, kitchen, two bedrooms, bathroom (not inspected) Exterior: Rear yard
Note	Independent gas central heating to each flat and double glazing
EPC Ratings	D, C, and E respectively
Possession	Tenanted. Flat A - Six month AST from 5/9/09 at £415.40 per four weeks. Flat B - six month AST from 5/9/09 at £415.40 per four weeks. Flat C - six month AST from 18/1/15 at £400 per four weeks
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LOT
15

Guide Price £45,000+



84 Hoyle Street, Warrington WA5 0LR

Three bedroom end terrace property.

Directions	Off Bewsey Road, off Lovely Lane, off A57
Accommodation	Ground floor: Entrance hall, lounge, kitchen, bathroom First floor: Three bedrooms Exterior: Rear yard
Note	Gas central heating and majority double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
16

Guide Price £15,000+



8 Violet Street, Burnley BB10 1PU

Two bedroom terrace property.

Directions	Off Grey Street, off New Hall Street, off Barden Lane, off A682
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	By order of the Mortgagees in Possession
EPC Rating	G
Possession	Vacant on completion
Viewing	Please note that viewings may be available on this lot - Auction Department 0161 443 4740

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LOT
17

Guide Price £80,000+



34 Chunal Lane, Glossop SK13 6JX

Two bedroom cottage.

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

LOT
18

Guide Price £55,000+



67 Windsor Road, Harpurhey, Manchester M9 5PJ

Two bedroom terrace property.

Directions	Off Vernon Street, off Moss Brook Road, off Church Lane
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Recently renovated and now offering "ready to let" accommodation. Gas central heating and double glazing. Pleasant cul-de-sac location close to Moston Vale Park. Further interior photographs available on our website.
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
19

Guide Price £75,000



54 Hawthorn Street, Audenshaw, Manchester M34 5LX

Retail premises with self contained maisonette.

Directions	Located off Stamford Road close to Corporation Road roundabout
Details	Ground floor: Self contained retail premises with storage. Self contained flat: Ground floor kitchen/dining room. First floor: Living room, two bedrooms, bathroom. Exterior: Garage and two storage out houses with shutters (for flat)
Notes	Flat double-glazed, centrally heated.
EPC ratings	On order
Possession	Shop tenanted on informal basis, vendor advises £500 pcm. Flat vacant.
Viewings	Auction department 0161 443 4740

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LOT
20

Guide Price £150,000+



41 Station Road, Crumpsall, Manchester M8 5EB

Substantial six bedroom semi detached property.

Directions	Off Crumpsall Lane, off Bury Old Road (A576)
Accommodation	Ground floor: Porch, hall, lounge, dining room, sitting room, basement First floor: Three bedrooms, WC, study/office Second floor: Three bedrooms Exterior: Rear yard
Note	Planning permission has been granted allowing the conversion into 3 no. self-contained apartments with car parking to front and rear and associated alterations. Date of application: 3 September 2013. Application number: 103484/FO/2013/N1
EPC Rating	Exempt
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740

LOT
21

Guide Price £180,000



Flat 1, 10 Canal Street, Manchester M1 3EZ

Two bedroom city centre apartment in popular location.

Directions	The apartment is located in the heart of the world famous Canal Street area.
Accommodation	Located on the second floor: Lift and staircase access. Circa 1,000 sq ft (92 sq m) of accommodation comprising hallway, contemporary open plan living space with kitchen opening into dining area, two double bedrooms, bathroom. Storage room on hallway.
Notes	Central heating. Property is long leasehold from 1997 for 999 years, £100 per annum ground rent. The arrow shows the main building.
EPC rating	D
Possession	Tenanted- awaiting sight of lease AST holding over £1,600 per month inclusive of service charge (£122 pcm), payment seen on bank statement.
Viewing	Auction department 0161 443 4740

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0161 443 4740

LOT
22

Guide Price £60,000



197-199 Market Street, Hyde SK14 1HF

Vacant double fronted retail premises on busy main road.

Directions	Located on Market Street (A57) close to corner of Vernon Street
Details	Ground floors: Retail zones A & B 63 sq m (687 sq ft) First floors: Storage and WCs 53 sq m (570 sq ft)
Notes	The premises may lend themselves to conversion or redevelopment subject to the necessary consents. All interested parties are advised to make their own enquiries with the local planning team directly. EPC rating: on order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
23

Guide Price £155,000



Wilshaw Dale Cottage, Wilshaw Lane, Ashton-under-lyne OL7 9RF

Three bedroom stone built cottage dating back to 1812.

Directions	Located off Oldham Road (A627) within walking distance of Daisy Nook Country Park
Accommodation	Ground floor: Two reception rooms with fireplaces and beamed ceilings, farmhouse dining kitchen (range cooker available under separate negotiation), rear porch. First floor: Three bedrooms, family bathroom. Exterior: Gardens and off road parking
Notes	Grade II listed. Double glazed, central heating. The adjacent cottage has a flying freehold over parts.
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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0161 443 4740

LOT
24

Guide Price : Refer to Auctioneer



19 Hyde Grove, Sale M33 7TE

Two bedroom terrace property.

Directions	Off Darley Street, off Kelsall Street, off Roebuck Lane, off Washway Road (A56)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Close to Bridgewater Canal & Way
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740

LOT
25

Guide Price £120,000+



11 Kendal Road, Salford M6 7GN

Three bedroom semi detached property.

Directions	Off Rudyard Road, off Claremont Road (B5228)
Accommodation	Ground floor: Porch, hall, ground floor WC, lounge, dining room, kitchen, utility room First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Pleasant location opposite Lightoaks Park
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740

LOT
26

Guide Price £62,000+



447 Moston Lane, Moston, Manchester M40 9PT

Three bedroom terrace property.

Directions	At the Broadhurst Park End of Moston Lane
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740

LOT
27

Guide Price £45,000



24 & 24a Herbert Street, Burnley BB11 4JX

End terrace property in two self-contained flats.

Directions	Herbert Street is located off St Matthew Street off the main A682 Manchester Road
Accommodation	24: Ground floor entrance, landing, lounge, refitted dining kitchen, two bedrooms, refitted bathroom. 24a: Not inspected but reported to be living room, kitchen, one bedroom, bathroom. Yard to rear.
Notes	First floor double glazed, new central heating. Ground floor requires refurbishment.
EPC rating	G
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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0161 443 4740

LOT
28

Guide Price £135,000+



14 Yew Street, Salford M7 2HL

Four bedroom semi detached property.

Directions	Off Lower Broughton Road, off Great Cheetham Street West (A576)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, rear hall, WC, utility room, cellar First floor: Four bedrooms, bathroom Exterior: Gardens to the front, side and rear, driveway
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
29

Guide Price £105,000+



310 Stockport Road, Gee Cross, Stockport, SK14 5RU

Four bedroom, three-storey cottage with cellar.

Directions	Located on Stockport Road, near to Knott Lane
Accommodation	Ground floor: Porch, living room, inner lobby, large dining kitchen, utility room. Basement. First floor: Master bedroom, family bathroom Second floor: Large landing, three bedrooms Exterior: Lawn garden to front, courtyard patio garden to rear
Notes	The property needs refurbishment
EPC rating	E
Possession	Vacant on completion
Viewing	Auction Department: 0161 443 4740

LOT
30

Guide Price £105,000



3 Pretoria Road, Oldham OL8 4NH

Four bedroom semi-detached with large conservatory.

Directions	Pretoria Road located off Chamber Road
Accommodation	Ground floor: Porch, hallway, living room, dining kitchen, conservatory, utility room and WC. Small cellar. First Floor: Four bedrooms, bathroom Exterior: Driveway and garden to front and side. Attached garage, currently used as home office.
Notes	Double glazing and central heating
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
31

Guide Price £115,000+



224 Market Street, Hyde SK14 1HB

Commercial investment property: part income producing.

Directions	Located on Market Street in Hyde close to the Shepherds Call Public House
Details	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
Notes	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
Possession	The ground floor is tenanted at £9,720 per annum with increase on rent by £50 per month (not verified). Upper floors vacant. Full tenancy details will be provided in the legal paperwork.
Viewing	By appointment only with the Auctioneers 0161 443 4740

Plots 66, 67, 68, 69, 70, Summerfields, Rhostyllen, Wrexham, LL14 4EU

Various parcels of land located to rears of No.s 63-67 Summerfields

Details:

Miscellaneous parcel of land that may suit different uses subject to planning and all prior consents.

Notes:

The plots are to be sold with no reserve price. The lined and numbered plans are for purpose of illustration only: please refer to the legal pack for the true boundaries and selling information.



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**LOT
37**

Guide Price £110,000+



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

Former church considered suitable for alternative uses STP.

Directions	Located on Two Trees Lane on corner of Sunningdale Road
Details	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.
Planning	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.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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0161 443 4740

**LOT
38**

Guide Price £58,000+



52 Crescent Drive, Little Hulton, Manchester M38 9QH

Three bedroom semi detached property.

Directions	Off Eastham Way, off Cleggs Lane (A5082)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to front and rear, driveway
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

**LOT
39**

Guide Price £15,000+



2 Violet Street, Burnley BB10 1PU

Two bedroom terrace property.

Directions	Off Grey Street, off New Hall Street, off Barden Lane, off A682
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	By order of the Mortgagees in Possession
EPC Rating	G
Possession	Vacant on completion
Viewing	Please note that viewings may be available on this lot - Auction Department 0161 443 4740

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0161 443 4740

LOT
40

Guide Price £450,000



Treetops Public House, Bwlch Road, Tyn-y-gongl, Benllech, Anglesey LL74 8RH
Sports ground and bar considered suitable for development STP.

Directions	Treetops is situated on the edge of Benllech village on the north coast of Anglesey with small beach and a selection of local shops, schools and transport links.
Details	The property comprises a 2-storey detached former sports hall constructed approximately 30 years ago, converted in 1985 to provide a Sports Bar and restaurant with cellar and changing rooms. The property stands in its own grounds, mainly comprising of two rugby pitches, large car park, children's play area and wooded embankment, totalling approximately 2.42 hectares (6 acres) or thereabouts.
Planning	We are advised that Treetops had planning consent for large extension and development of a hotel. Consent was granted by Isle of Anglesey County Council in July 2006, application no 30C225E/ECON. Applicants should make their own enquiries of the Local Planning Authority.
Notes	EPC on order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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0161 443 4740

LOT
41

Guide Price £60,000+



459 Moston Lane, Moston, Manchester M40 9PT
Three bedroom terrace property.

Directions	At the Broadhurst Park End of Moston Lane
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740

LOT
42

Guide Price £56,000+



22 Joule Street, Moston, Manchester M9 4FE

Two bedroom terrace property.

Directions Off Goodman Street, off Beverley Street, off Melbourne Street, off Moston Lane

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

Note Recently renovated and now offering "ready to let" accommodation. Gas central heating and double glazing. Cul-de-sac location. Further interior photographs available on our website.

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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0161 443 4740

LOT
43

Guide Price £98,000+



43 Portland Road, Walkden, Manchester M28 3RR

Three bedroom semi detached property.

Directions Off Grosvenor Road, off Worsley Road North

Accommodation Ground floor: Hall, WC, through lounge/dining room, conservatory, kitchen
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front and rear, driveway, garage

Note Gas central heating and double glazing. Pleasant location opposite St Marys Park

EPC Rating On order

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

Viewings Please note that viewings ARE AVAILABLE on this lot strictly by appointment only with the Auction Department on 0161 443 4740

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LOT
44

Guide Price £150,000



Top Derby Public House, 935 Rochdale Road, Moston, Manchester M9 8AE

Public house on busy main road.

Directions	Rochdale Road (A664) close to Asda Supermarket
Details	Ground floor: Bar areas and associated WCs. First floor: Living accommodation with kitchen and bathroom Exterior: Small rear yard
Notes	Currently tenanted, some arrears on rent. EPC rating C. The property does appear graded as a listed building, however any interested parties are advised to make their own enquiries through the local council. EPC rating C
Possession	Tenanted on 15 year lease dated from 16 September 2009, £700 per month (£8,400 per annum)
Viewing	Auction department 0161 443 4740

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LOT
45

Guide Price £195,000+



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

Substantial semi-detached with separate dwelling to rear.

Directions	Levenshulme Road close to junction with Brookhurst Road off Far Lane/Hengist Street off Hyde Road (A57)
4 Levenshulme Road	Ground Floor: Hallway, large lounge, dining room, rear hallway, large dining kitchen, downstairs bathroom. Cellar chambers First Floor: Three large double bedrooms with bathrooms. Second Floor: Split level large double bedroom with a bathroom.
4a Levenshulme Road	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
Notes	The properties are both let on AST agreements: 4 circa £800 per month, 4a £500 per month, the details of which will be included in the legal pack. EPC ratings 4: F, 4a: E.
Viewing	Strictly by appointment with the auctioneers office 0161 443 4740

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0161 443 4740

LOT
46

Guide Price £55,000



18-20 Lower Hillgate, Stockport SK1 1JE
Double fronted town centre shop premises with upper floors.

Directions	The property is found in the rapidly developing Underbanks location on the corner of the pedestrianised area at Coopers Brow
Details	Ground Floor: Shop area, small cellar. First Floor: Open plan. Second Floor: General office space, store room, WC. NIA 55.4 sq m (596 sq ft). The property is located in the "Underbanks" conservation area of Stockport Town Centre where many new apartments are being developed as part of the regeneration scheme
Notes	The property is freehold and free from chief rent. May be suitable for redevelopment and conversion subject to the necessary consents. All interested parties are advised to make their own enquiries directly to the local planning team. EPC rating D.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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0161 443 4740

LOT
47

Guide Price £40,000+



265 Warrington Road, Ince, Wigan WN3 4QH

Two bedroom terrace property.

Directions	On main Warrington Road (A573)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and partial double glazing
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
48

Guide Price £26,000+



117 Albert Street, Burnley BB11 3DE

Two bedroom terrace property.

Directions	Off Thurston Street, off Belvedere Road (A6114)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

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0161 443 4740

LOT
49

Guide Price £52,000+



**1 Nelson Drive, Droylsden,
Manchester M43 6ND**

Three bedroom end terrace property.

Directions	Off Edge Lane, off Ashton New Road (A662)
Accommodation	Not inspected Ground floor: Lounge, dining room small kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Nelson Drive is located opposite Hewlett Johnson Playing Fields
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
50

Guide Price £15,000+



**15 Angle Street, Burnley
BB10 1LT**

Two bedroom terrace property.

Directions	Off Hurlley Street, off Colne Road (A682)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	By order of the Mortgagees in Possession
EPC Rating	G
Possession	Vacant on completion
Viewing	Please note that viewings may be available on this lot - Auction Department 0161 443 4740

LOT
51

Guide Price : Refer to Auctioneer



23 Skelton Road, Stretford, Manchester M32 0DX

Two bedroom semi detached property.

Directions	Off Grasmere Road, off Moss Road, off Derbyshire Lane, off Park Road (A5181)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to front, side and rear
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
52

Guide Price £62,000+



11 Worsley Avenue, Moston, Manchester M40 9WA

Two bedroom double fronted terrace property.

Directions	Off Moston Lane near St Dunstans Church
Accommodation	Ground floor: Hall, lounge, dining room, sitting room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
53

Guide Price : Refer to Auctioneer



3 Darley Street, Sale M33 7TB

Three bedroom terrace property.

Directions	Off Kelsall Street, off Roebuck Lane, off Washway Road (A56)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Garden
Note	Gas central heating and double glazing. Darley Street is adjacent to Bridgewater Canal & Way
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
54

Guide Price £43,000+



3a Warburton Lane, Partington, Manchester M31 4NR

Two bedroom converted first floor flat.

Directions	Off Manchester Road (A6144)
Accommodation	Not inspected First Floor: Hall, lounge, dining room, kitchen two bedrooms, bathroom Exterior: Garden to the rear, driveway
Note	Gas central heating and double glazing. The vendor has provided us with the additional photographs
EPC Rating	E
Possession	Tenanted - let on a six month AST from 01/05/2015 at £425 per month
Viewing	Please note that viewings ARE AVAILABLE on this lot strictly by appointment only with the Auction Department on 0161 443 4740

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LOT
55

Guide Price £500,000+



The Waterloo Centre, 389 Waterloo Road, Cheetham Hill, Manchester M8 9AB

Community centre and premises on site that may suit development STP.

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

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LOT
56

Guide Price £27,000+



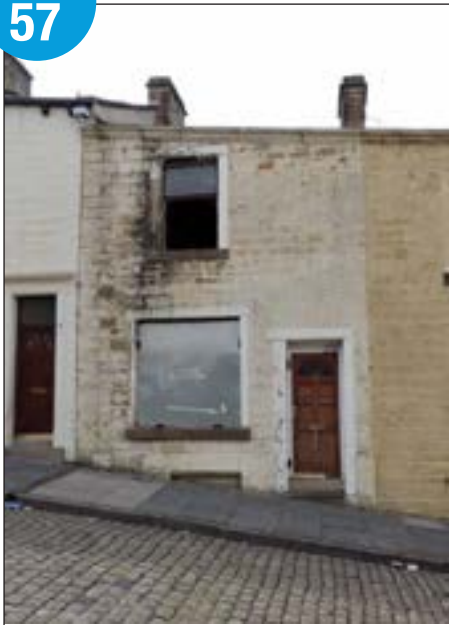
**15 Elizabeth Street, Accrington
BB5 0HH**

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 0161 443 4740

LOT
57

Guide Price £15,000+



**51 Albion Street, Burnley
BB11 4QD**

Two bedroom terrace property.

Directions	Off Scott Park Road, off Manchester Road (A682)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	By order of the Mortgagees in Possession
EPC Rating	G
Possession	Vacant on completion
Viewing	Please note that viewings may be available on this lot - Auction Department 0161 443 4740

LOT
58

Guide Price £97,000+



9-11 Market Avenue, Ashton-under-lyne OL6 6AL

Tenanted cafe premises with vacant self contained flat over.

Directions	Located in the Town Centre on Market Avenue
Details	Not inspected. Ground floor: Café premises 36 sq m (385 sq ft) and basement storage First floor: (Flat) Hall, kitchen and dining room Second floor: Two bedrooms, bathroom
EPC rating	On order
Possession	Tenanted ground floor awaiting sight of lease, advised £150 per week. First floor vacant
Viewing	Auction department 0161 443 4740

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LOT
59

Guide Price £60,000+



**153 Parkhouse Street,
Openshaw, Manchester M11 2JX**
End terraced property in two flats.

Directions	Off Victoria Street, off Ashton Old Road (A635)
Accommodation	Ground floor: Lounge, kitchen, bedroom, bathroom First floor: Lounge, kitchen, bedroom, bathroom Exterior: Rear yard
Note	Both flats have independent gas central heating systems. Partial double glazing. The property is now boarded for security
EPC Ratings	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



LOT
61

Guide Price £75,000+



**30 Brewery Lane, Leigh
WN7 2RJ**
Large three bedroom terrace property.

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

LOT
60

Guide Price £80,000+



**50 Turnbull Road, Longsight
M13 0PY**
Three bedroom terrace property.

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

LOT
62

Guide Price £46,000+



**78 Rochdale Road, Middleton,
Manchester M24 2PU**
Three bedroom terrace property.

Directions	On main A664 close to Hollin Lane
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchenette First floor: Three bedrooms (two en-suite), further bathroom. Attic room Exterior: Rear yard, potential for parking
Note	Gas central heating and partial double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
63

Guide Price £80,000



6 Hollin Lane, Middleton, Manchester M24 5EE

Two bedroom end terrace with two reception rooms.

Directions	Located off Rochdale Road (A664)
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Front garden, lawn garden to rear, off road parking area.
Notes	Double glazed, central heating. All furniture and fittings can be purchased separately. Front bedroom could be split into two bedrooms (subject to permission if required). There is land to the rear of the property that we have been advised could potentially be leased from the local council
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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0161 443 4740

LOT
64

Guide Price £35,000+



121 Newton Road, St Helens WA9 2JJ

Two/three bedroom end terrace property.

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

LOT
65

Guide Price £33,000



35 Reed Street, Burnley BB11 3LP

Two bedroom terrace property.

Directions	Reed Street, close to junction with Springfield Road
Details	Not inspected. Ground floor: Living room, kitchen First floor: Two bedrooms, bathroom
Notes	Double glazing, central heating
EPC rating	
Possession	Vacant on completion
Viewing	Auction department: 0161 443 4740

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0161 443 4740

**LOT
66**

Guide Price £110,000+



22 Leedale Street, Longsight, Manchester M12 5SH

Four bedroom end terrace property.

Directions	Off Longden Road, off Stockport Road (A6)
Accommodation	Ground floor: Hall, lounge, dining room, sitting room, kitchen, cellars First floor: Four bedrooms (one accessed off another), bathroom Exterior: Large gardens to front and side
Note	Cash buyers only
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

**LOT
67**

Guide Price £75,000



2 Colenso Place, Queen Victoria Road, New Tupton, Chesterfield S42 6EB

Two bedroom mid-terrace.

Directions	Fronting Queen Victoria Road, near to Tupton Primary School
Description	Not inspected Ground Floor: Lounge, kitchen First Floor: Two bedrooms, bathroom Exterior: Communal gardens
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

**LOT
68**

Guide Price £45,000



83 Penny Meadow, Ashton-under-lyne OL6 6EL

Two storey terrace retail premises.

Directions	On Penny Meadow, off Cricket's Lane North in Town Centre
Details	Ground floor: 30 sq m (322 sq ft) retail and storage space First floor: 30 sq m (322 sq ft) storage space and WC Exterior: Yard space to rear
Notes	The property may suit alternative uses and conversion of the upper parts subject to the necessary consents and interested parties are advised to make their own enquiries directly to the local council.
EPC rating	To be confirmed.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

**LOT
69**

Guide Price £45,000

85 Penny Meadow, Ashton-under-lyne OL6 6EL

Two storey end terrace retail premises.

Directions	On Penny Meadow, off Cricket's Lane North in Town Centre
Details	Ground floor: 35 sq m (376 sq ft) retail space and kitchen First floor: 35 sq m (376 sq ft) storage space and WC (separate access to side) Exterior: Yard space to rear
Notes	The property may suit alternative uses and conversion of the upper parts subject to the necessary consents and interested parties are advised to make their own enquiries directly to the local council.
EPC rating	To be confirmed
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



**LOT
70**

Disclosed Reserve £140,000

22 Stockport Road, Cheadle Heath, Stockport SK3 0HZ

Three bedroom detached property.

Directions	On main A560 between St Lesmo Road and Myrtle Street
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, study/office, bathroom Exterior: Land to rear of extending to approximately 0.125 of an acre
Note	Gas central heating, double glazing. No pre-auction offers will be considered on this lot
EPC Rating	E
Possession	Vacant on completion
Viewing	Strictly by appointment with the Auction Department 0161 443 4740



YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

**LOT
71**

Guide Price £125,000+

85 Reddish Road, South Reddish, Stockport SK5 7QJ

Three bedroom semi-detached property with useable cellar.

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



YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

LOT
72

Guide Price £90,000+



213 - 215 Market Street, Hyde SK14 1HF

Double fronted retail premises with garden to rear.

Directions	Located on Market Street (A57) close to junction of Dowson Road (A627)
Details	Ground floor: Circa 65 sq m (700 sq ft) Retail and office space currently used as treatment rooms. Kitchen. First floor: Accommodation comprising landing, three rooms, en-suite shower in main bedroom Exterior: Garden to rear
Notes	Accommodation double glazed. Central heating. EPC rating: C. May suit conversion of upper parts to self contained flat or change of use subject to planning. All interested parties are advised to make their own enquiries directly to the local council.
Possession	Vacant on completion
Viewing	Auction department: 0161 443 4740

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0161 443 4740

LOT
73

Guide Price £64,000+



4 School Street, Crawshawbooth, Rossendale BB4 8BN

Two bedroom terrace property.

Directions	Off Burnley Road (A682)
Accommodation	Ground floor: Vestibule, lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Specialist in
Auction Conveyancing

Contact - Peter Robinson

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



YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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Terms and Conditions

for proxy and telephone bidding

- 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).
- 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.
- 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.
- 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.
- 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.
- The auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
- 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.
- 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.
- 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.
- 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: _____ Telephone bidders: please tick a box (or

Home: _____ preferred telephone number to use in the

Mobile: _____ 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.

AS 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 in 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 outgoing 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 outgoing 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 COMPLETIONDATE and the buyer must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

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

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

G23 RENT REVIEWS

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

determined.

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

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

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

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

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

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

G25 WARRANTIES

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

G25.2 Where a warranty is assignable the SELLER must:
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty;
(b) apply for, (and the SELLER and the BUYER must use all reasonable endeavours to obtain), any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
(a) hold the warranty on trust for the BUYER; and
(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as possible:
(a) procure that it becomes registered at Land Registry as proprietor of the LOT;
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
(a) apply for registration of the transfer;
(b) provide the SELLER with an official copy and

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

Notes:

Notes:

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