

EDWARD
mellor
auCTION

"What matters to you, matters to us"

16th September 2015

Registration from 1pm / Auction starts 2pm

VENUE:

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

Scan For
Directions

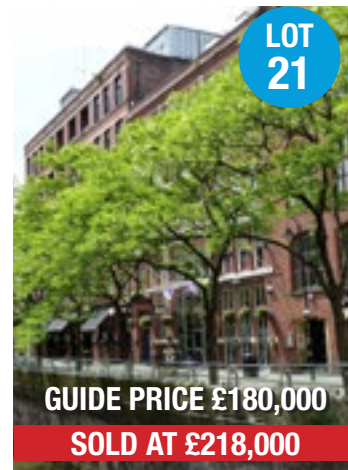


0161 443 4740

auCTION@edwardmellor.co.uk

www.edwardmellor.co.uk/auCTION

SUCCESS STORIES *from our previous Auction*



MEET THE TEAM



Louise McDonald
- Auction Director

"I created the Auction Department back in 1997 with our first sale comprising just a handful of lots and am incredibly proud of what we have achieved since."



Nick Green
- Auctioneer

"It is a privilege to work as part of the best Auction team in the North West selling every type of property and land imaginable, every day is different!"



Andy Thompson
- Buying Consultant

My role as Buying Consultant is unique to Edward Mellor - I get great satisfaction in working with our new clients and look forward to growing these relationships for years to come.

Here to Help!

We are here to help you whether you are buying or selling at Auction. If you have ANY questions please don't hesitate to give us a call and we will get our best man (or woman) to help you out.



Sue Mushet
- Office Manager



Dan Berry
- Auction Appraiser



Chelsea Bennett
- Administrator



Mark Lawson
- Auction Appraiser

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

- Mr Gentile

"

WHEN & WHERE?

Auction

Closing Date

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



WHAT OUR CLIENTS SAY...

“ Flat 1, 10 Canal Street, Manchester

Great! You and your team have been very helpful throughout the process. This is my first auction experience and can safely say so far I would both recommend it and do it again myself. If anyone asks me, I would recommend your services.

Matt Taylor

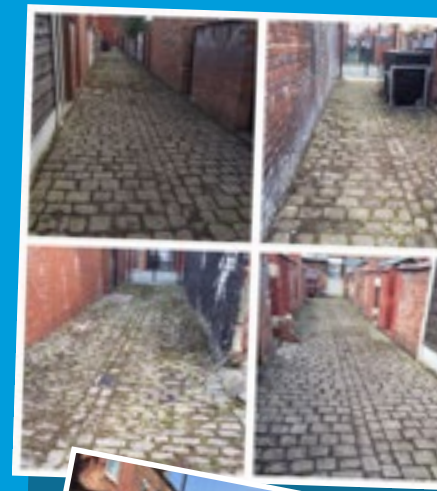
“ 197 Stamford Street, Stalybridge

The service you and your colleagues have provided has been exceptional. As you can imagine, selling my parents house, the only house they lived in during their married life was an emotional and anxious time for me.

I would not hesitate to use your company again, and would recommend your services. Please pass on my thanks To Andy Thompson for the advice and service he provided, it was much appreciated.

Elizabeth Hesketh

EDWARD MELLOR'S BIG COMMUNITY CLEAN-UP



A Sweeping Success!

The Edward Mellor's Community Clean-up on Hemmons Road was a sweeping success with many members of the public turning up to transform the neglected alleyways of Longsight into a clean, green and peaceful space. The litter left by countless fly-tippers was no match for our amazing volunteers and our community spirit as we collected bags upon bags of rubbish over the course of the afternoon.

A massive thanks to everyone who helped put this event together and those who turned up to help out. Specifically a big thanks to : Jill (a local resident who first contacted us!), Heath & Sharon at MCC, Wendy at Eastlands Homes, Cllr Bernard Stone, Cllr Peter Cookson, Sam Ashworth at GMP, Martin 'the Mod' (DJ), Damian at The Thirsty Scholar, Jules Clarke for all his behind the scenes organising, Emma Mander from Anchors Away Play Centre & Sydney Appleyard (Face-Painting), Mike Whittaker of Agency Express for providing our giant poster (FOC) and Colin Raggett from Lev Inspire

We look forward to the next one! - Phone Andy on 0161 443 4740 if you want to get involved.

"Thank you to Andy, Mary and staff from Edward Mellor for everything they did to help this community on our Clean-Up day. The kids were brilliant also, the face painters were kept really busy and I don't think there was anyone that was missed! We were entertained throughout and all in all, it was a brilliant day and now we can build on this event"

- Jill (Local resident)

"Great work and community spirit. Edward Mellor are setting the bar for businesses in Gorton / Longsight and further afield. Thank You."

- Insp JP Ruffe GMP



Great work Guys! It looks so much better - more people need to make an effort like this!

- Local resident

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!



MELLORDDOWD
PLANNING CONSULTANTS

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

Is this putting your project at risk?

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

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

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

Tel: **0161 443 4718**

Email: louise.dowd@edwardmellor.co.uk

Web: www.mellordowd.co.uk

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

Lot	Area	Address	Description
1	Edgeley	25 Eldon Road	Two bedroom terrace property
2	Ashton Under Lyne	16 Leech Avenue	Three bedroom semi detached property
3	Prestwich	6 Holyrood Road	Three bedroom end terrace property
4	Gorton	31 Chatsworth Road	Two bedroom terrace property
5	Heaton Chapel	41 Christleton Avenue	Three bedroom semi detached property
6	Whalley Range	15 Hazel Avenue	Three bedroom semi-detached for improvement
7	Over Alderley	9 Ashbrook Road	Three bedroom semi detached property
8	Crumpsall	7 Cliffdale Drive	Three bedroom terrace property
9	Longsight	68b Longford Place	One bedroom ground floor apartment
10	Accrington	95 Belfield Road	Two bedroom terrace property
11	Northenden	8 Beechpark Avenue	Four bedroom detached property
12	Crumpsall	41 Station Road	Substantial six bedroom semi detached property
13	Clayton	119 North Road	Five bedroom end terrace with outbuildings
14	Marple	2a Lyme Grove	Three bedroom end terrace property
15	Salford	93 Derby Road	Three bedroom semi-detached property
16	Eccles	116 Church Street	Ground floor retail premises with cellar
17	Blackburn	20 Kirby Road	Two bedroom terrace property
18	Gorton	119 Heathcote Road	Two bedroom terrace property
19	Stalybridge	76 Stamford Street	Commercial property for improvement
20	Ashton Under Lyne	184-186 Stamford Street Central	3,970 sq ft commercial with residential PP on part
21	Tintwistle	Woodhead Road	Former Sunday School, part developed
22	Longsight	78 Richmond Grove	Three storey multi room investment property
23	Farnworth	71 Dixon Green Drive	Two bedroom second floor flat
24	Levenshulme	1 Greening Road	Two bedroom end terrace property
25	Moss Side	1 Beresford Street	Three bedroom end terrace property
26	Levenshulme	1003-1005 Stockport Road	Mixed use investment property
27	Stretford	892 Chester Road	Former takeaway with upper floor accommodation
28	Prestwich	3 Newlands Drive	Three bedroom detached property
29	Chorlton	619 Wilbraham Road	Large part investment property for development
30	St Helens	29 Sorogold Street	Two bedroom terrace property
31	Bolton	74 Union Road	Three bedroom terrace property
32	Gorton	6 Crowther Street	Two bedroom terrace for improvement
33	Hyde	213-215 Market Street	Vacant retail premises with upper parts
34	Darwen	27/29 Railway Road & 1 Knott Street	Mixed use development opportunity
35	Newton Heath	34 Melrose Street	Two bedroom terrace property
36	Wrexham	Plot 56, Summerfields	Miscellaneous parcel of land
37	Wrexham	Plot 57, Summerfields	Miscellaneous parcel of land
38	Wrexham	Plot 58, Summerfields	Miscellaneous parcel of land
39	Wrexham	Plot 59, Summerfields	Miscellaneous parcel of land
40	Wrexham	Plot 60, Summerfields	Miscellaneous parcel of land
41	Wigan	24 Whitledge Road	Three bedroom end terrace property
42	Eccles	28 Trafford Road	Three bedroom terrace property
43	Radcliffe	40 Albion Street	Two bedroom terrace property
44	Longsight	50 Turnbull Road	Three bedroom terrace property
45	Moss Side	19 Caythorpe Street	Three bedroom terrace property
46	Middleton	6 Hollin Lane	Two bedroom end terrace property
47	Ripley	31 Moseley Street	Three bedroom detached for improvement
48	Ashton Under Lyne	Wilshaw Lane	Two properties and land with PP for development
49	Clayton	44 Glenolden Street	Two bedroom terrace property
50	Burnley	117 Albert Street	Two bedroom terrace property
51	Middleton	23 Eastfield Avenue	Two bedroom end terrace property
52	Newton Heath	26 Cutland Street	Two bedroom terrace property
53	Clayton	37 Stokes Street	Two bedroom terrace property
54	Farnworth	10 Alfred Street	Three bedroom end terrace property
55	Levenshulme	946 Stockport Road	Retail premises on main road with upper parts
56	Cheetham Hill	Waterloo Centre, Waterloo Rd	Social and learning centre
57	Anglesey	Treetops, Bwlch Road	Sports ground & bar suitable for development STP.
58	Chesterfield	2 Colenso Place	Two bedroom cottage
59	Failsworth	41 Brown Street	Two bedroom terrace property
60	Levenshulme	21 Woodfold Avenue	Three bedroom mews property
61	Colne	65 Clayton Street	Two bedroom terrace property
62	Moss Side	173 Broadfield Road	Two bedroom terrace property
63	Moston	22 Joule Street	Two bedroom terrace property
64	Burnley	9 Every Street	Two bedroom terrace property
65	Clayton	33 Stokes Street	Two bedroom end terrace property
66	Moston	558 Moston Lane	Two bedroom detached bungalow

We Sell FASTER...



Edward Mellor sell a property every 59 minutes

Based on sales agreed in 2014

LOT
1

Guide Price: £75,000+



25 Eldon Road, Edgeley, Stockport SK3 9NP

Two bedroom terrace property.

Directions	Off Northgate Road, off Edgeley Road (B5465)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, cellar First floor: Two bedrooms, bathroom, separate WC Exterior: Rear yard
Note	BY ORDER OF THE JOINT FIXED CHARGE RECEIVERS. The Receivers act as agent for the borrower without personal liability. Gas central heating and double glazing. Partially fire damaged
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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LOT
2

Guide Price £68,000+



16 Leech Avenue, Ashton-under-lyne OL6 8HH

Three bedroom semi detached property.

Directions	Off Palace Road, off Rose Hill Road, Off Mossley Road (A670)
Accommodation	Ground floor: Entrance porch, lounge, dining room, WC, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and majority double glazing
EPC Rating	D
Viewing	Vacant on completion
Possession	Auction Department 0161 443 4740

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LOT
3

Guide Price £75,000+



6 Holyrood Road, Prestwich, Manchester M25 1QW

Three bedroom end terrace property.

Directions	Directly off Bury Old Road (A665)
Accommodation	Ground floor: Entrance hall, lounge, kitchen First floor: Three bedrooms, shower room Exterior: Gardens to the front and rear garage
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
4

Guide Price £45,000



31 Chatsworth Road, Gorton, Manchester M18 7AF

Two bedroom terrace property.

Directions	Chatsworth Road close to corner of Williams Street
Accommodation	Ground floor: Hallway, open plan living/dining room, kitchen First floor: Landing, two bedrooms, bathroom Exterior: Yard to rear
Notes	Double glazed windows, no central heating. Suitable for cash buyers only
EPC rating	F
Possession	Vacant on completion
Viewing	Auction department: 0161 443 4740

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LOT
5

Guide Price £180,000+



41 Christleton Avenue, Heaton Chapel, Stockport SK4 5EQ

Three bedroom semi detached property.

Directions	Off Downham Road, off Broadstone Road, off Wellington Road North (A6)
Accommodation	Ground floor: Entrance hall, lounge, dining room, morning room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear; due to the plot size, the rear is larger than average. Driveway. Garage
Note	Gas central heating. Cul de sac location
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
6

Guide Price £185,000+



15 Hazel Avenue, Whalley Range, Manchester M16 8DY

Three bedroom period semi-detached property for improvement.

Directions	The property is located off Dudley Road off College Road.
Accommodation	Ground floor: Hallway, living room, dining room, kitchen, utility room, rear porch area. First floor: Three double bedrooms, bathroom Basement: Two cellar chambers Exterior: Side walled gardens to front and rear, off road parking
Notes	The property requires refurbishment and is suited to cash buyers. The property may suit cellar and loft conversion and extension to rear, subject to permission. Double glazing, central heating. A copy of a structural report will be made available in the online legal pack.
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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**LOT
7****Guide Price £250,000+**

9 Ashbrook Road, Over Alderley, Cheshire SK10 4SH

Three bedroom semi detached property.

Directions	From the centre of Alderley Edge, turn into Macclesfield Road (B5087). Go past The Edge turning left into Prestbury Road which becomes School Lane, first right into Festival Drive, Ashbrook Road is at the end.
Accommodation	Ground floor: Hall, lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to front and rear, the rear overlooking open fields. Outhouse comprising WC, utility area, and brick built shed
Note	Double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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**LOT
8****Guide Price £ 90,000+**

7 Cliffdale Drive, Crumpsall, Manchester M8 4QF

Three bedroom terrace property.

Directions	Off Bank Road, off Crumpsall Lane
Accommodation	Ground floor: Entrance hall, lounge, dining room, large kitchen diner, cellar with access from the garden First floor: Three double bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and partial double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

**LOT
9****Guide Price £60,000+**

68b Longford Place, Longsight, Manchester M14 5GR

One bedroom ground floor apartment.



Directions	Off Longford Place, off Daisybank Road, off Plymouth Grove (A5184)
Accommodation	Ground floor: Communal hall. The flat comprises hall, lounge, kitchen with built in oven and hob, bedroom, bathroom Exterior: Communal gardens and parking
Note	Electric heating and double glazing. Kitchen photo taken by agent
EPC Rating	C
Possession	Tenanted - six month AST from 1/5/15 at £390 pcm
Viewing	Viewings may be available - Auction Department 0161 443 4740

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LOT
10

Guide Price £35,000+



95 Belfield Road, Accrington BB5 2JF

Two bedroom terrace property.

Directions	Turn off Eastgate (A680) into Spring Gardens, left into Nuttall Street, then left into Belfield Road
Accommodation	Ground floor: Entrance vestibule, hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

LOT
11

Guide Price £340,000+



8 Beechpark Avenue, Northenden, Manchester M22 4BL

Four bedroom detached property.

Directions	Off Netherwood Road, off Altrincham Road (A560)
Accommodation	Ground floor: Hall with WC, lounge, dining room, dining kitchen, wet room, conservatory First floor: Four bedrooms, bathroom with four piece suite, storage cupboard which could function as an office. Boarded loft with two velux windows which offers the potential to add two more bedrooms (subject to planning and relevant permissions Exterior: Driveway providing ample off road parking, garage
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

LOT
12

Guide Price £140,000+



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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LOT
13

Guide Price £115,000



119 North Road, Clayton, Manchester M11 4NE

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

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

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LOT
14

Guide Price £175,000+



2a Lyme Grove, Marple, Stockport SK6 7NW

Three bedroom end terrace property.

Directions	Off Hibbert Lane, which is off Stockport Road (A626)
Accommodation	Ground floor: Lounge, dining room, kitchen with built in oven and hob First floor: Three bedrooms, bathroom Exterior: Garage, rear courtyard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
15

Guide Price £88,000+



93 Derby Road, Salford M5 5LE

Three bedroom semi detached property.

Directions	From Langworthy Road, turn into Lower Seedley Road, go past Buile Hill Park into Derby Road
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
Note	Gas central heating, double glazing. NB: it is not always possible to obtain Buy To Let funding on regulated lots; you should seek professional advice before bidding; call Edward Mellor Financial - 0161 443 4555. Interior photos provided by letting agent
EPC Rating	D
Possession	Let on a Regulated Tenancy at £97 per week. Next rent review due April 2016
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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0161 443 4740

**LOT
16****Guide Price £65,000****116 Church Street, Eccles, Manchester M30 0LS****Ground floor retail premises with basement, suitable for development STP.**

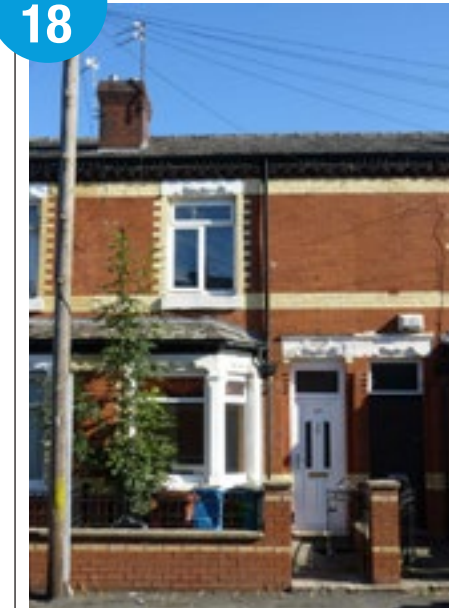
Directions	Located in the main shopping district of the Town Centre close to the Metrolink.
Details	Ground and basement only. 91.6 sq m (985 sq ft) open plan retail space with character and two entrances Basement: 76.8 sq m (826.6 sq ft) Exterior: Gated yard space to rear
Notes	The premises may suit 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
17****NO RESERVE****20 Kirby Road, Blackburn
BB2 4HW****Two bedroom terrace property.**

Directions	Directly off Bolton Road (A666)
Accommodation	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

**LOT
18****Guide Price £55,000****119 Heathcote Road, Gorton,
Manchester M18 7QL****Vacant two bedroom terrace property.**

Directions	Heathcote Road off Mount Road.
Details	Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Small front garden, yard to rear
Notes	Double glazing and central heating
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
19

Guide Price £25,000+



76 Stamford Street, Stalybridge SK15 1LQ

Two storey inter connecting commercial premises for improvement.

Directions	The property is located on Stamford Street on the corner with Hamilton Street (opposite BP garage)
Details	Ground floor: Former tattoo studio with front area, rear room and storage off. Basement. Roller shutters to front elevation. First floor: Open plan storage (no staircase). Ground floor circa 23 sq m (247 sq ft) plus part upper floor (not inspected or measured, no windows) PLEASE NOTE FIRST FLOOR WINDOW BELONGS TO ADJACENT TERRACE.
Notes	The window and part of the first floor are not relating to this property and are inter-connected. The property may lend itself to residential conversion or alternative uses subject to the necessary consents. All interested parties are advised to make their own enquiries directly to the relevant local authority. There is no heating and please note there is no rear yard. Lined photograph is to illustrate accommodation being offered- refer to legal pack for true plan/boundary
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
20

Guide Price £125,000



184-186 Stamford Street Central, Ashton-under-Lyne OL6 7LR

369 sq m(3,970 sq ft) commercial building with permission for part conversion.

Directions	The property is situated on Stamford Street Central close to the intersection with Delamere Street
Overview	A large double fronted retail unit on busy street with planning permission for 4 apartments on the 1st and 2nd floors. The building could be easily split back in to its original two units. The property should be suitable for a number of uses especially and company that requires a busy shop front but also requires excellent office space. The property is also situated only a few minutes walk from the new tram station.
Details	Ground floor: 1,356 sq ft (125 sq m) retail & storage space First floor: 1,313 sq ft (122 sq m) retail and storage space Second floor: 1,313 sq ft (122 sq m) storage space Basement: Cellars
Planning	Planning permission has previously been granted (Tameside MBC - 13/00003/FUL) for class A2 commercial on ground floor and 4 flats (class C3) on upper floors.
Note	EPC rating: F. The vendor of the property is a Director of Edward Mellor Ltd.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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Tintwistle Sunday School, Woodhead Road, Tintwistle, Glossop SK13 1JX
Unusual residential development opportunity.

Directions	Located on the A628 in the Village of Tintwistle heading away from Glossop close to both Valehouse and Bottoms Reservoirs.
Overview	Formerly the Tintwistle Sunday School which was built circa 1871, the building is a Grade II listed property that has been partially converted to provide a rather unique residential dwelling which is circa 330 sq m (3,500 sq ft) sat on a plot circa 1,160 sq m (0.28 Acres) plus an elevated area atop a large perimeter wall. The building is constructed of coursed gritstone with gritstone dressings, a slate roof with crested ridge tiles, stone coped gables and stone gable end stacks. Other details are plank doors with elaborate iron hinges which are flanked by 2-light pointed arched windows with geometrical tracery.
Notes	There may be potential for alternative layouts or subdivision or alternative usage subject to the relevant planning permission and all interested parties are advised to make their own enquiries directly to the relevant local authority.

Accommodation	Ground floor: Living room, family dining kitchen, utility room, rear porch located in "West wing", large open plan family space with stage (may suit dance studio subject to planning), three designated bedrooms and bathroom area that are undeveloped aside from first fix plumbing in "East wing" in lower ground floor. There is a large basement area located under the "West wing". Exterior: Landscaped lawn and driveway to rear with outdoor structure with cast iron pillars. Grounds extend to all sides. Electric gates provide an entrance to the property.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
22

Guide Price £175,000



78 Richmond Grove, Longsight, Manchester M13 0DP

End terraced property in three flats on room by room let.

Directions	Off Hathersage Road, off Plymouth Grove (A5184)
Accommodation	Ground floor: Communal hallway, basement access. Self contained garden flat, two rooms, kitchen diner, bathroom, access to rear garden. First floor: Two rooms, kitchen diner, bathroom Second floor: Two rooms, kitchen diner, bathroom Basement: Two rooms
Note	Gas central heating and double glazing. The basement may suit conversion subject to permission. The property is considered suitable for conversion to self-contained flats subject to the necessary consents being obtained. All parties are advised to contact the local council to discuss any relevant planning.
EPC Rating	Flat 1 - D, Flat 2 - D, Flat 3 - E
Possession	Tenanted unless otherwise specified on license agreements (various) contained in legal pack. Flat 1: Room 1, £375 PCM, room 2, £325 PCM. Flat 2: Room 1, £375 PCM, room 2, £325 PCM Flat 3: Room 1, £395 PCM, room 2 £345 PCM
Viewing	Appointments are available by appointment with the Auctioneers office 0161 443 4740

LOT
23

Guide Price £52,000+



71 Dixon Green Drive, Farnworth, Bolton BL4 7EE

Two bedroom second floor flat.

Directions	Off Glynne Street (B6199)
Accommodation	Ground floor: Communal hall with entry phone system Second floor: Flat: hall with storage cupboard, lounge/dining area, kitchen with built in oven and hob. Two bedrooms, bathroom Exterior: Communal gardens and parking
Note	Electric heating and double glazing. Ideal for landlords as ready to let; projected income between £450 and £475pcm
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
24

Guide Price £70,000+



1 Greening Road, Levenshulme, Manchester M19 3EQ

Two bedroom end terraced property.

Directions	Off Audley Road, off Manor Road, off Mount Road (B6178)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and partial double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
25

Guide Price £78,000+



1 Beresford Street, Moss Side, Manchester M14 4SB

Three bedroom end terrace property.

Directions	Off Great Western Street, off Princess Street (A5103)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
26

Guide Price £300,000



1003-1005 Stockport Road, Levenshulme, Manchester M19 2SY

Double fronted shop with two self contained flats over.

Directions	Located on Stockport Road (A6) on corner of Marley Road
Shop	Retail premises: Double fronted sales area, workshops and ancillary accommodation and WC, NIA circa 81 sq m (870 sq ft)
Flats	Communal entrance hallway on ground floor. Stairs to first floor flats: Flat 1: Hallway, shower room, kitchen, living room, bedroom. Flat 2: Hallway, shower room, kitchen, living room, bedroom, second floor bedroom
EPC ratings	Shop: E. Flats both E.
Possession	Tenanted: Shop £950 PCM, two flats £450 pcm per unit
Viewings	Strictly by appointment with the Auctioneers 0161 443 4740

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**LOT
27**

Guide Price £130,000



892 Chester Road, Stretford, Manchester M32 0PA

Former takeaway with accommodation over three floors.

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

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**LOT
28**

Guide Price £140,000+



3 Newlands Drive, Prestwich, Manchester M25 3BU

Three bedroom detached property.

Directions	Off Poppythorn Lane, off Bury Old Road (A665)
Accommodation	Ground floor: Hall, lounge, kitchen, wet room, conservatory First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and majority double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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619 Wilbraham Road, Chorlton Cum Hardy, Manchester M21 9AT
Substantial redevelopment opportunity in Chorlton town centre.

Directions	Located on Wilbraham Road in Chorlton Centre close to Manchester Road
Overview	This is an excellent opportunity to acquire an partial investment property with outline planning permission for a mixture of 8 self-contained one/two bedroom apartments. The accommodation is over 4 floors and is situated in a popular location within a very short walking distance of Chorlton centre. Plot size circa 0.28 Acres or thereabouts.
Accommodation	Ground floor: Entrance hallway, two self contained flats comprising living room, kitchen, bedroom, bathroom. First floor: Not inspected but reported to be one self contained apartment with living room, kitchen, bedroom, bathroom, two studio flats with communal bathroom, shower room and WC on landing. Second floor: Self contained flat comprising landing, living room, large storage cupboard in eaves, kitchen, bedroom and bathroom. Basement: Cellar chambers with planning permission for conversion. Exterior: Gardens to front and rear, car parking area.

Planning	Outline planning permission has been approved (Ref 107771/FO/2015/S1) for the conversion of basement to form 2no additional apartments, making 8 apartments in total.
Notes	Partial double glazing, radiators in property in most areas where inspected, boilers not seen.
EPC rating	On order
Possession	There are two tenants at first floor level in residence which we are advised are on regulated tenancies. Details will follow in the online legal pack, remainder vacant.
EPC rating	On order
Viewing	Auction department 0161 443 4740

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**LOT
30**

Guide Price £40,000+



29 Sorogold Street, St Helens WA9 1AX

Two bedroom terrace property.

Directions	Sorogold Street runs between Jackson Street and Ashcroft Street, both off Parr Street (A58)
Accommodation	Ground floor: Vestibule, through lounge/dining room, kitchen, bathroom First floor: Two bedrooms Exterior: Rear yard
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
31**

Guide Price £38,000+



74 Union Road, Bolton BL2 2DR

Three bedroom terrace property.

Directions	Off Tonge Moor Road (A676)
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Planning was granted for 45 homes on the land opposite on 3/12/14; application no 93241/14
EPC Rating	On order
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

**LOT
32**

Guide Price £52,000



6 Crowther Street, Gorton, Manchester M18 8PY

Two bedroom terrace property.

Directions	Crowther Street, off Cross Lane
Accommodation	Ground floor: Living room, kitchen diner, utility area First floor: Two bedrooms, shower room Exterior: Yard to rear
Notes	Double glazing, central heating
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
33

Guide Price £99,000



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: 65 sq m (700 sq ft) retail/office space, four rooms, kitchen and WC. First floor: Landing, living room, two bedrooms, en-suite shower in main bedroom Exterior: Enclosed 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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LOT
34

Guide Price £185,000



27 to 29 Railway Road, And 1 Knott Street, Darwen BB3 2RJ

Mixed use development opportunity in Darwen Centre.

Directions	Located on corner of Railway Street and Knott Street
Overview	The lot comprises two commercial units, a former doctors surgery (now residential) and one self contained flat (which was previously two) in a prominent location in Darwen town centre
27 & 29 Railway Street	27: Ground floor 60 sq m (645 sq ft) retail space with storage and staff WC 29: Ground floor 41 sq m (441 sq ft) retail space, storage and staff WC Both shops have access to self contained accommodation with separate access over.
1 Knott Street	Former doctors surgery with accommodation over two floors plus basement and garage, now residential.
Notes	The properties are considered suitable for redevelopment subject to the necessary consents. EPCs are on order, Lined map is for purposes of identification only- refer to online legal pack for true boundaries.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
35

Guide Price £60,000+



34 Melrose Street, Newton Heath, Manchester M40 1NA
Two bedroom terrace property.

Directions From Oldham Road (A62) turn into Old Church Street which leads into Culcheth Lane where Melrose Street can be found on the left

Accommodation Ground floor: Vestibule, lounge, dining kitchen with built in oven and hob
First floor: Two bedrooms, bathroom
Exterior: Rear yard

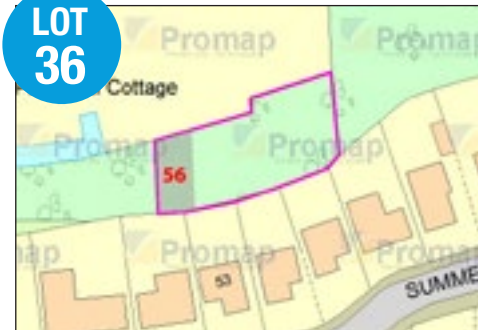
Note Gas central heating and double glazing

EPC Rating On order

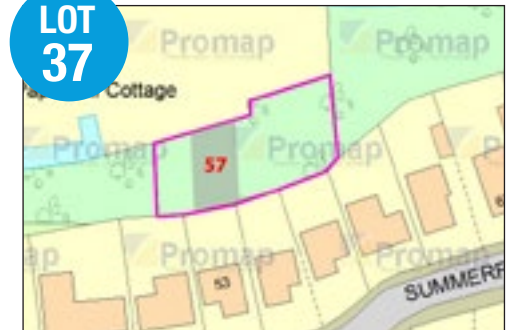
Possession Vacant on completion

Viewing Auction Department 0161 443 4740

LOT
36



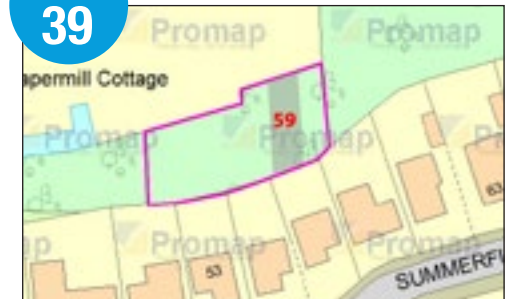
LOT
37



LOT
38



LOT
39



LOT
40



Plots 56, 57,58, 59, 60 Summerfields, Rhostyllen, Wrexham, LL14 4EU
Various parcels of land located to rears of No.s 51-59 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
41

Guide Price £62,000+



24 Whitledge Road, Ashton-in-makerfield, Wigan WN4 9XG

Three bedroom end terrace property.

Directions	Off Salisbury Road, off Wigan Road (A49)
Accommodation	Ground floor: Vestibule, lounge, dining kitchen, store room First floor: Three Bedrooms, bathroom Exterior: Gardens to the front, side and rear
Note	Gas central heating and double glazing
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
42

Guide Price £95,000+



28 Trafford Road, Eccles, Manchester M30 0JU

Three bedroom terrace property.

Directions	Directly off Liverpool Road (A57) close to Eccles Recreation Ground
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen with built in oven and hob First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Property now vacant of furnishings. Gas central heating and double glazing. Ready to let condition so ideal for landlords
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
43

Guide Price £65,000



40 Albion Street, Radcliffe, Manchester M26 1BH

Deceptively sized two bedroom terrace property.

Directions	Albion Drive off Woodley Avenue/Outwood Road
Accommodation	Ground floor: Vestibule, lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Front garden area, rear yard
Notes	Double glazing, central heating and some electric wall mounted heating
EPC rating	F
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
44

Guide Price £78,000+



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
45

Guide Price £78,000+



19 Caythorpe Street, Moss Side, Manchester M14 4UD

Three bedroom terrace property.

Directions	Off Great Western Street, off Princess Road (A5103)
Accommodation	Ground floor: Hall, lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
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LOT
46

Guide Price £70,000+



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. We are advised by the vendor that the freehold can be purchased for circa £690 VAT inclusive.
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
47

Guide Price £140,000



31 Moseley Street, Ripley DE5 3DA

Three bedroom detached property on generous plot.

Directions	Located close to Ripley Centre off Cromford Road. Located within a short drive of the Motorway links to M1 and a short drive from the Derbyshire Dales
Accommodation	Ground Floor: Porch, hallway, two reception rooms, conservatory, kitchen, side porch First Floor: Three bedrooms, family bathroom Exterior: Driveway, garage and large rear lawn garden
Notes	Central heating, double glazing. The property is suited to cash buyers only. There may be potential to extend the property or develop the site subject to the necessary consents and all interested parties are advised to make their own enquiries directly to the relevant local authority.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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

Two separate properties with PP for development of part of plot.

Directions Located off Oldham Road (A627) within walking distance of Daisy Nook Country Park

Wilshaw Dale Cottage 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

Wilshaw Dale Barn Ground floor: Farmhouse kitchen, living inner lobby, living room, bathroom.
First floor: Three bedrooms, bathroom
Exterior: Attached garage suitable for conversion (STP). Off road parking, lawn gardens, stable block, large timber garage.

Plot Outline planning permission has been granted for the erection of one, detached 2-storey, 4-bedroomed cottage, reference: 14/00862/OUT. All interested parties are advised to make their own enquiries directly to Tameside Council.
Site area circa 0.35 Acres or thereabouts.



Notes Grade II listed. Double glazed, central heating in both properties. The front cottage has a flying freehold over parts.
The photograph of the rear of "Wilshaw Dale Farm" is an artist impression after the current work to re-render and repaint and also to alter one of the upper floor windows (to the right of the picture) which is due for completion by late August/early September.

EPC rating E

Possession Vacant on completion

Viewing Auction department 0161 443 4740

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LOT 49

Guide Price £48,000+

44 Glenolden Street, Clayton, Manchester M11 4PT

Two bedroom terrace property.

Directions	Off Stanton Street, off Clayton Hall Road, off Ashton New Road (A662)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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LOT
50

Guide Price £25,000+

**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



LOT
52

Guide Price £60,000+



26 Cutland Street, Newton Heath, Manchester M40 2EA

Two bedroom terrace property.

Directions	Directly off Oldham Road (A62) offering excellent public transport links into Manchester city centre
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom with separate shower Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
51

Guide Price £62,000+

**23 Eastfield Avenue, Middleton,
Manchester M24 1DP**

Two bedroom end terrace property.

Directions	Off Farmway, off Manchester New Road (A664)
Accommodation	Ground floor: Entrance hall, lounge, kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Cash buyers only
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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**LOT
53**

Guide Price £58,000+

**37 Stokes Street, Clayton,
Manchester M11 4QD**

Two bedroom terrace property.

Directions	Directly off Ashton New Road (A662)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	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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**LOT
54**

Guide Price £65,000+



10 Alfred Street, Farnworth, Bolton BL4 7JT

Three bedroom end terrace property.

Directions	Directly off Bolton Road (A6053)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, cellar First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

LOT
55

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

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

LOT
56

REFER TO AUCTIONEER



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) EPC rating D

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

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

**LOT
57**

Guide Price: TBC



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. We are advised that there is guaranteed change of use to existing building and a verbal agreement for 18 NO. 2-3 bedroom units to run in conjunction with the existing site and many alternative options may be available subject to planning. Applicants should make their own enquiries directly with the the Local Planning Authority.
Notes	EPC 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
58**

Guide Price £65,000+



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
59**

Guide Price £50,000



41 Brown Street, Failsworth, Manchester M35 0AX

Two bedroom terrace property.

Directions	Directly off Oldham Road (A62)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Ideally located for public transport links
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

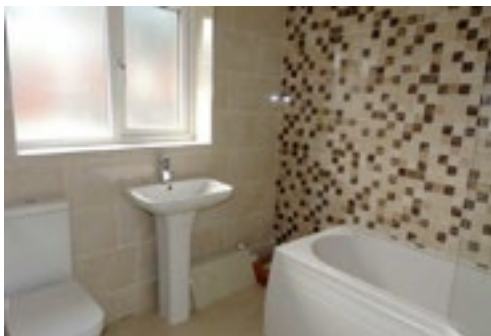
YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

**LOT
60**

Guide Price £115,000+



21 Woodfold Avenue, Levenshulme, Manchester M19 3AP

Three bedroom mews property.

Directions	Directly off Stockport Road (A6) in the centre of Levenshulme which offers excellent public transport into both Stockport and Manchester
Accommodation	Ground floor: Porch, entrance hall, lounge, newly re-fitted dining kitchen with built in oven, five ring hob and extractor First floor: Three bedrooms, newly re-fitted and tiled bathroom Exterior: Gardens to the front and rear, driveway
Note	Gas central heating and double glazing, new carpets, recently refurbished
EPC Rating	D
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
61**

Guide Price £24,000+



65 Clayton Street, Colne BB8 0HJ

Two bedroom terraced property.

Directions	Off Bold Street, off Colne Lane, off Craddock Road (A56)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
EPC Rating	F
Possession	Vacant on completion
Viewing	External viewing only

**LOT
62**

Guide Price £75,000+



173 Broadfield Road, Moss Side, Manchester M14 7JH

Two bedroom terrace property.

Directions	Off Parkside Road, off Princess Road (A5103)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and partial double glazing
EPC Rating	D
Possession	Tenanted - six month AST from 1/11/11 at £450pcm
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

**LOT
63**

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

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

**LOT
64**

Guide Price £18,000+



**9 Every Street, Burnley
BB11 4LX**

Two bedroom terraced property.

Directions	Off Raglan Road, off St Matthew Street (B6239), off Manchester Road (A682)
Accommodation	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
EPC Rating	G
Possession	Vacant on completion
Viewing	External viewing only

**LOT
65**

Guide Price £50,000



**33 Stokes Street, Clayton,
Manchester M11 4SJ**

Two bedroom terrace property.

Directions	Stokes Street is off Ashton New Road (A662) near Seymour Road Primary School
Accommodation	Not inspected but reported to be: Ground Floor: Living room, recently refitted dining kitchen First Floor: Two bedrooms, bathroom Exterior: Pavement fronted, rear yard
Notes	Double glazed, central heating
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

LOT
66

Guide Price £120,000+



Hesketh Bank, 558 Moston Lane, Moston, Manchester M40 5RS
Two bedroom detached bungalow.

Directions	Directly on Moston Lane at the Hollinwood Avenue end
Accommodation	Ground floor: Entrance hall, lounge, dining kitchen with built in oven and hob, two bedrooms, bathroom Exterior: Gardens to the front and rear, the rear being of a substantial size, driveway, garage
Note	Gas central heating and partial double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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0161 443 4740

We Sell FASTER...



Edward Mellor sell
a property every
59 minutes

Based on sales agreed in 2014

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 preferred telephone number to use in the auction)
Home: _____
Mobile: _____ 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 COMPLETION DATE and the buyer must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

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

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

G23 RENT REVIEWS

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

determined.

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

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

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

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

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

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

G25 WARRANTIES

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

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

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

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

Notes:



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