

EDWARD
mellor

AUCTION

**AJ BELL STADIUM
28th OCTOBER 2015**

**REGISTRATION FROM 1pm
AUCTION STARTS 2pm**

0161 443 4740
auction@edwardmellor.co.uk
www.edwardmellor.co.uk/auction



WHAT MATTERS TO YOU, MATTERS TO US

SUCCESS STORIES FROM OUR PREVIOUS AUCTION



GUIDE PRICE
£75,000+

LOT 1

SOLD AT
£93,000

GUIDE PRICE
£180,000+

LOT 5

SOLD AT
£210,000

NO RESERVE

LOT 17

SOLD AT
£30,000

GUIDE PRICE
£165,000

LOT 22

SOLD AT
£196,000

GUIDE PRICE
£140,000+

LOT 28

SOLD AT
£158,000

GUIDE PRICE
£70,000

LOT 46

SOLD AT
£87,000

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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.



Scott Grayson
AUCTIONEER

Having been involved with Edward Mellor for many years now, I am very excited to be joining the auction team and moving it on in 2016.



Sue Musher
OFFICE MANAGER



Dan Berry
AUCTION APPRAISER



Chelsea Bennett
ADMINISTRATOR



Mark Lawson
AUCTION APPRAISER

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.

“

The team at Edward Mellor has been superb, from the initial contact to the final details of the sale. Louise and the team have been exceptionally professional and a pleasure to deal with – each step in the process clearly explained and support provided whenever we needed it. We are delighted with the resulting sale, and can't believe we didn't consider selling at auction before.

Mrs S Bealing

”

WHEN & WHERE?



AUCTION CLOSING DATE

28th October 29th September

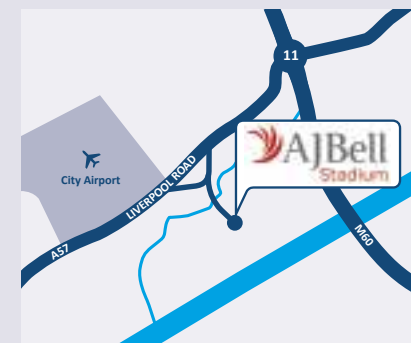
8th December 10th November

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

NOTICE 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. Whilst every effort is made to ensure that these guides are not misleading, it is possible that the reserve price set for any lot may exceed the previously quoted guide price - as the seller may fix the final reserve price just before bidding commences.

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

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

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

10. On arrival at the auction you will be asked to complete a form, giving your name, address, and

telephone number and your solicitor’s details. In exchange you will receive a numbered bidding paddle from which we can identify you. If you are bidding on behalf of someone else who isn’t attending, we need all of this for that person as well PLUS a letter from them giving you authority to bid on their behalf.

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

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

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

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

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

Good Luck!



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IMPORTANT INFORMATION



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



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

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.

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

0161 443 4718

or email louise.dowd@mellordowd.co.uk

www.mellordowd.co.uk

ORDER OF SALE

AUCTION STARTS 2pm
REGISTRATION FROM 1pm



LOT	AREA	ADDRESS	DESCRIPTION
1	Moston	225 Lightbowne Road	Two bedroom end terrace property
2	Bolton	24 Beatrice Road	Two bedroom terrace property
3	Bolton	74 Union Road	Three bedroom terrace property
4	Bolton	29 Dovedale Road	Two bedroom detached bungalow
5	Reddish	49 Somerford Road	Three bedroom terrace property
6	Droylsden	35 St Georges Road	Three bedroom terrace property
7	Earby	42 Brookfield Way	Four bedroom detached property
8	Moston	3a Lowton Avenue	Two bedroom terrace property
9	Oldham	249 Roundthorn Road	Two bedroom terrace property
10	Edgeley	137 Grenville Street	Two bedroom terrace property
11	Crumpsall	7 Cliffdale Drive	Three bedroom terrace property
12	Fallowfield	1 Talbot Road	Mixed use garage premises
13	Oldham	258 Roundthorn Road	Two bedroom end terrace property
14	Accrington	78 Willows Lane	Two bedroom end terrace property
15	Abbey Hey	21 Godwin Street	Two bedroom terrace property
16	Salford	101 Hulton Street	Former Rectory for development
17	Burnage	34 Arbor Drive	Three bedroom semi detached property
18	Wigan	12 Arundel Street	Three bedroom end terrace property
19	Denton	9 Kensington Court	Two bedroom flat with garage
20	Northenden	8 Beechpark Avenue	Four bedroom detached property
21	Salford	190 Langworthy Road	Commercial investment
22	Moss Side	20 Driffield Street	Two bedroom terrace property
23	Radcliffe	40 Albion Street	Two bedroom terrace property
24	Levenshulme	74 Highfield Road	Two bedroom first floor apartment
25	Broadbottom	Hodge House, Hodge Lane	Seven bedroom property set in nine acres
26	Moston	48 Marfield Street	Two bedroom terrace property
27	Wrexham	Plot 26 Fairview	Freehold land parcel
28	Wrexham	Plot 27 Fairview	Freehold land parcel
29	Wrexham	Plot 28, Parkend Walk	Freehold land parcel
30	Wrexham	Plot 29 Parkend Walk	Freehold land parcel
31	Wrexham	Plot 30 Parkend Walk	Freehold land parcel
32	Middleton	4 Walton Street	Two bedroom terrace property
33	Ashton under Lyne	India House, 262-264 Stockport Road	Substantial property in six flats
34	Moston	22 Joule Street	Two bedroom terrace property

LOT	AREA	ADDRESS	DESCRIPTION
35	Ashton under Lyne	1-7 Alderley Street	Commercial property for development
36	Crumpsall	76 Waterloo Street	Three bedroom terrace property
37	Tintwistle	Woodhead Road	Converted Sunday School
38	Openshaw	79 Vine Street	Two bedroom terrace property
39	Ashton under Lyne	Unit 1 Lord Street	Warehouse/storage unit
40	Ashton under Lyne	Unit 2 Lord Street	Warehouse/storage unit
41	Ashton under Lyne	55 Holden Street	Four bedroom detached property
42	Ashton under Lyne	57 Holden Street	Four bedroom detached property
43	Blackley	58 Victoria Avenue East	Two bedroom detached bungalow
44	Salford	3,4,5 Laundry Street	Commercial industrial investment
45	Hyde	45 Padstow Walk	Three bedroom terrace property
46	Failsworth	41 Brown Street	Two bedroom terrace property
47	Altrincham	Apartment 33 Speakman Court	One bedroom second floor retirement apartment
48	Oldham	6 Hunters Lane	Town centre office with parking
49	Collyhurst	16 Crestwood Walks	Three bedroom end terrace property
50	Whalley Range	15 Hazel Avenue	Three bedroom semi-detached
51	Newton Heath	26 Cutland Street	Two bedroom terrace property
52	Cheadle Heath	24 Norbreck Avenue	Three bedroom detached property
53	Rochdale	116 Rhodes Street	Three bedroom terrace property
54	Stalybridge	76 Stamford Street	Former tattoo shop
55	Cheetham Hill	Waterloo Road	Mixed use commercial property
56	Levenshulme	946 Stockport Road	Retail unit with upper floor
57	Droylsden	168 Gloucester Road	Three bedroom semi-detached
58	Higher Blackley	23 Mansfield Avenue	Four bedroom semi-detached
59	Urmston	10 Bents Avenue	Three bedroom terrace property
60	Burnley	Land to rear of 164 Oxford Street	Small plot of land
61	Ashton under Lyne	34 Stockport Road	Shop with one bedroom flat over
62	Salford	43 Kennedy Road	Three bedroom terrace property
63	Moston	47 Ebsworth Street	Two bedroom end terrace property
64	Newton Heath	177 Culcheth Lane	Three bedroom end terrace property
65	Nelson	269 Chapel House Road	Two bedroom terrace property
66	Darwen	27-29 Railway Road and 1 Knott Street	Mixed use development opportunity
67	Wilmslow	Land at York Crescent	Land parcel in residential location
68	Farnworth	216 Piggott Street	Vacant retail premises with flat above and plot

We sell *FASTER*...



Edward Mellor sell
a property every
59 MINUTES

Based on sales agreed in 2014

LOT
1

GUIDE PRICE: £48,000+



225 Lightbowne Road, Moston, Manchester M40 9DD
Two bedroom end terrace property.

Directions	On main Lightbowne Road (B6393) close to the Kenyon Lane junction
Accommodation	Ground floor: Porch, hall, lounge, dining room, kitchen, full height cellar which was dry at the time of inspection First floor: Two bedrooms, bathroom, separate wc Exterior: Rear yard
Note	Majority double glazing. No pre-auction offers will be considered on this lot
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS
www.edwardmellor.co.uk 0161 443 4740

LOT
2

GUIDE PRICE: £44,000+



24 Beatrice Road, Bolton BL1 3BP

Two bedroom terrace property.

Directions	Off Chorley Old Road (B6226)
Accommodation	Ground floor: Lounge, kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Ideal for landlords as "ready to go"
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



LOT
3

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
4

GUIDE PRICE: £98,000+



29 Dovedale Road, Bolton BL2 5HT

Two bedroom detached bungalow.

Directions	Off Deepdale Road, off Newby Road, off Stitch-Mi-Lane, off Arthur Lane (B6196)
Accommodation	Ground floor: Entrance porch, hall, lounge, kitchen, two bedrooms, bathroom Exterior: Gardens to the front and rear, the rear having open far reaching views. Driveway, car port
Note	Ideally located for Brightmet Golf Course and Harwood Golf Club
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
5

GUIDE PRICE: £60,000



49 Somerford Road, Reddish, Stockport SK5 6QA

Three bedroom mid-terrace in need of full refurbishment.

Directions	Somerford Road, close to junction with Lindfield Road
Details	Ground floor: Small vestibule, living room, kitchen area First floor: Three bedrooms, bathroom Exterior: Front and rear gardens
Notes	The property is suitable for cash buyers only and needs full refurbishment throughout. This property will not be sold prior to the auction.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740. Please note that there is evidence of floor board and joist failure in the kitchen area and viewers will not be allowed past the internal kitchen door for safety purposes.

LOT
6

GUIDE PRICE: £65,000+



35 St Georges Road, Droylsden, Manchester M43 7RW

Three bedroom terrace property.

Directions	Off Springfield Road, off Greenside Lane, off Market Street, off Manchester Road (A662)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
7

GUIDE PRICE: £260,000+



42 Brookfield Way, Earby, Barnoldswick BB18 6YQ

Four bedroom detached split-level property with large garden.

Directions	Off Colne Road (A56).
Accommodation	Ground floor: Entrance, hall, dining room, kitchen, bathroom First floor: Lounge, bedroom four with storage large cupboard/potential en-suite Lower floor: Three bedrooms, master with en-suite shower room. Conservatory Exterior: Gardens to the front, side and rear, driveway, double garage
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
8

GUIDE PRICE: £50,000



3a Lowton Avenue, Moston, Manchester M9 4LH

Two bedroom mid-terrace property.

Directions	Located off Norman Road West off Church Lane
Accommodation	Ground Floor: Hall, lounge, dining room, kitchen First Floor: Two bedrooms, bathroom Exterior: Yard to rear
EPC rating	On order
Possession	Tenanted - six month AST from 31/08/09 at £410 per four weeks. Please refer to the legal pack for further information
Viewing	Auction department 0161 443 4740

LOT
9

GUIDE PRICE: £40,000+

249 Roundthorn Road, Oldham
OL4 5LJ

Two bedroom terrace property.

Directions	Off Abbey Hills Road (B6194)
Accommodation	Ground floor: Lounge, 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



GUIDE PRICE: £92,000+

LOT
11



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

GUIDE PRICE: £80,000+

137 Grenville Street, Edgeley,
Stockport SK3 9EU

Two bedroom terrace property.

Directions	Off Castle Street (B5465)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom. Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



LOT
12

GUIDE PRICE: £200,000



1 Talbot Road, Fallowfield, Manchester M14 6TA

Garage/lock up premises with self contained flat over.

Directions	Located off Mauldeth Road in the Ladybarn area of Fallowfield
Garage	Majority open plan garage space/MOT station with office and storage rooms, WC 110 sq m (1,184 sq ft)
Flat	Ground floor: Entrance, staircase to: First Floor: Living room, fitted kitchen, bedroom, shower room
Notes	Flat double glazed, central heating. The property is considered suitable for alternative uses and development subject to the necessary consents and all interested parties are advised to make their own enquiries directly to the relevant local planning department.
EPC rating	On order
Possession	Flat tenanted on AST holding over, details to follow in legal pack. Garage vacant.
Viewing	Auction department 0161 443 4740

LOT
13

GUIDE PRICE: £40,000+



258 Roundthorn Road, Oldham OL4 5LJ

Two bedroom end terrace property.

Directions	Off Abbey Hills Road (B6194)
Accommodation	Ground floor: Vestibule, lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Yard to side
Note	Gas central heating and partial double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
14

GUIDE PRICE: £35,000+



78 Willows Lane, Accrington BB5 0RT

Two bedroom end terrace property.

Directions	Off Blackburn Road
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
15

GUIDE PRICE: £45,000



21 Godwin Street, Abbey Hey, Manchester M18 8GS

Two bedroom mid-terrace property.

Directions	Godwin Street is located off Long Street
Accommodation	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Yard to rear
EPC rating	On order
Possession	Tenanted - six month AST from 01/02/09 at £380 per four weeks. Please refer to the legal pack for further information
Viewing	Auction department 0161 443 4740

LOT
16

GUIDE PRICE: £175,000



101 Hulton Street, Salford M5 3WQ

Former Rectory adjacent to St Clement's Church.

Directions	Off Groves Avenue opposite Ordsall Park, close to Media City and Salford Quays
Overview	The property is the former Rectory of the Church of St Clement's Church and is Grade II listed and was built circa 1878. The accommodation which we have not been able to inspect is based over two floors. There is a garden area to one side and a smaller courtyard area to the rear of the property.
Planning	The property may suit alternative uses, such as a Children's Day Nursery or conversion subject to the necessary consents. All interested parties are advised to make their own enquiries directly to the local planning department.
EPC rating	To be confirmed
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
17

GUIDE PRICE: £98,000+



34 Arbor Drive, Burnage, Manchester M19 1HG

Three bedroom semi detached property.

Directions	Off Errwood Road close to the junction with Crossley Road
Accommodation	Ground floor: Hall, lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
18

GUIDE PRICE: £50,000+



12 Arundel Street, Newtown, Wigan WN5 9BQ

Three bedroom end terrace property.

Directions	Off Victoria Street (A571) which is off Warrington Road (A49)
Accommodation	Ground floor: Entrance porch, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Garage, rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
19

GUIDE PRICE: £60,000



9 Kensington Court, Denton, Manchester M34 3GJ

Two bedroom self-contained flat with garage.

Directions	Located off Hyde Road (A57) close to Denton Golf Club
Accommodation	Ground floor: Rear steps, self contained entrances, stairs up to accommodation. Flat: Hallway, large lounge, modern kitchen, two bedrooms, bathroom Exterior: Communal garden area to rear, garage.
Notes	The property has double glazed windows, electric storage heaters. The entire block is held on common freehold title and therefore suited to cash buyers only.
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department: 0161 443 4740

LOT
20

GUIDE PRICE: £295,000+



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

LOT
21

GUIDE PRICE: £95,000+



190 Langworthy Road, Salford M6 5PP

Two storey commercial investment property with cellars.

Directions	Langworthy Road (A5186) next to Carl Allen furniture shop
Details	Ground Floor: Hallway, four reception rooms/offices First Floor: Three offices, kitchen and bathroom Externally: Front garden, enclosed rear yard
Notes	The property has been rented out on a 15 year lease at £10,200 per annum, full lease details will be contained in the legal pack
EPC Rating	Rated E
Possession	Tenanted
Viewing	Viewings may be available STRICTLY by appointment only call 0161 443 4740

LOT
22

GUIDE PRICE: £70,000+



20 Driffield Street, Moss Side, Manchester M14 7HZ

Two bedroom terrace property.

Directions	Off Lloyd Street South, off Claremont Road, off Princess Road (A5103)
Accommodation	Ground floor: Hall, lounge, dining kitchen First floor; Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
23

GUIDE PRICE: £59,000+



40 Albion Street, Radcliffe, Manchester M26 1BH

Two bedroom terrace property.



Directions	Albion Street off Woodley Avenue
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

LOT
24

GUIDE PRICE: £70,000+



74 Highfield Road, Levenshulme, Manchester M19 3RP
Two bedroom first floor apartment.

Directions	Directly off Broom Lane, off Stockport Road (A6)
Accommodation	First floor: Lounge, kitchen with built in oven and hob, two bedrooms, bathroom Exterior: Communal parking and garden
Note	Gas central heating and double glazing. Located close to Highfield Country Park and Houldsworth Golf Course. Interior photos taken prior to commencement of tenancy
EPC Rating	C
Possession	Tenanted - let on a twelve month AST from 16/6/15 at £525pcm
Viewing	Viewings may be available STRICTLY by appointment only - call 0161 443 4740

LOT
25

GUIDE PRICE: £385,000+



Hodge House, Hodge Lane, Broadbottom, Hyde SK14 6BW
Seven bedroom property set in nine acres.

Directions	Turn off Mottram Road into Moss Lane, continue to the end and turn left onto Hodge Lane and take the left land fork to the property
Accommodation	Ground floor: Entrance porch, hall, lounge, conservatory, sitting room, dining room, kitchen, utility room, four store rooms, shower room (no fittings), three cellar chambers First floor: Six bedrooms - one with en-suite bathroom. Second floor: Bedroom seven Exterior: Approx 9 acres of grounds and woodland.
Note	Partial double glazing. Floor plans available in the legal pack. Permission could be sought to convert the house into a number of properties with the grounds offering scope for further dwellings. Alternatively it could be converted into apartments or utilised as a nursing home due to the extensive parking and the quiet location in which it sits. All subject to the relevant planning consents
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
26

GUIDE PRICE: £47,500



48 Marlfield Street, Moston, Manchester M9 4BA

Two bedroom end-terrace property.

Directions	Located off Dalbeattie Street off Moston Lane
Accommodation	Ground Floor: Lounge, dining room, kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear
EPC rating	On order
Possession	Tenanted - six month AST from 13/04/15 at £450 per four weeks. Please refer to the legal pack for further information
Viewing	Auction department 0161 443 4740

Plots 26, 27 Fairview & plots 28, 29, 30 Parkend Walk, Rhostyllen, Wrexham LL14 4EU
Various parcels of land located to side of No 6 Fairview and the rear of 16-18 Parkend Walk

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.



LOT
32

GUIDE PRICE: £50,000+



4 Walton Street, Middleton, Manchester M24 2GB

Two bedroom terraced property.

Directions	Off Radclyffe Street, off Rochdale Road (A664)
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	D
Possession	Tenanted - let on a six month AST from 28/8/13 at £450pcm
Viewing	Viewings may be available STRICTLY by appointment only; call the Auction Department on 0161 443 4740

LOT
33

GUIDE PRICE: £330,000+



India House, Flats 1-6 262-264 Stockport Road, Ashton-under-lyne OL7 0NS

Substantial property in six flats.

Directions	On main A6017 near to Guide Bridge Train Station
Accommodation	Ground floor: Flat 1 - open plan lounge/kitchen, two bedrooms, bathroom. Flat 4 - open plan lounge/kitchen, bedroom, shower room. Flat 5 - open plan lounge/kitchen, one bedroom, shower room. Cellar with external access First floor: Flat 2 - open plan lounge/kitchen, two bedrooms, bathroom. Flat 3 - open plan lounge/kitchen, bedroom, shower room. Flat 6 - open lounge/kitchen, bedroom, shower room Exterior: Block paved gated private parking to rear for a minimum of six cars
Note	Individual electric heating, meters, entrances and double glazing
EPC Rating	Flat 1 - F, Flat 2 - G, Flat 3 - G, Flat 4 - E, Flat 5 - G, Flat 6 - F
Possession	Tenanted at £2285 per month - please refer to the legal pack for specific tenancies
Viewing	Viewings are available STRICTLY by appointment only - call 0161 443 4740

LOT
34

GUIDE PRICE: £58,000+



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	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
35

GUIDE PRICE: £160,000+



1-7 Alderley Street, Ashton-under-lyne OL6 9LJ

Former pub suitable for redevelopment subject to planning.

Directions	Located on corner of Alderley Street and Kings Road
Details	Ground floor: Four rooms, kitchen area, WCs First floor: Seven rooms, bathroom separate WC Exterior: Garden area to side, detached garage
Notes	The property has been refurbished throughout including majority double glazing. VAT may be payable in addition to the purchase price unless otherwise specified: If it is the intention of the buyer to convert the building to a dwelling they must complete before exchanging contracts the HMRC form "Certificate to disapply the option to tax buildings to be converted into dwellings". The HMRC suggests all parties completing this certificate read: Notice 742A Opting to tax land and buildings which is found at www.hmrc.gov.uk
EPC rating	C
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
36

GUIDE PRICE: £60,000



76 Waterloo Street, Crumpsall, Manchester M8 5XF

Three bedroom mid-terrace property.

Directions	Waterloo Street close to Etherstone Street
Accommodation	Ground Floor: Hall, Lounge, dining room, kitchen First Floor: Three bedrooms, bathroom Externally: Small front garden, yard to rear
EPC rating	On order
Possession	Tenanted - six month AST from 26/07/10 at £550 per four weeks. Please refer to the legal pack for further information
Viewing	Auction department 0161 443 4740

LOT
37

GUIDE PRICE: £250,000



Tintwistle Sunday School, Woodhead Road, Tintwistle, Glossop SK13 1JX

Former Sunday School converted to substantial residential dwelling.

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 with permission for three bedrooms, providing 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.
Accommodation	Ground floor: Living room, family dining kitchen, utility room, rear porch, large open plan family space with a stage, three designated bedrooms and bathroom area that require finishing in the lower ground floor, large basement area. 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.
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.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
38

GUIDE PRICE: £60,000+



79 Vine Street, Openshaw, Manchester M11 1LH

Two/three bedroom terraced property.

Directions	Off Ashton Old Road (A635)
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms (bedroom three accessed via bedroom two), bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Tenanted - let on a six month AST from 22/04/14 at £650.72 per month
Viewing	Viewings may be available STRICTLY by appointment only - call 0161 443 4740

LOT
39

GUIDE PRICE: £55,000



Unit 1, Lord Street, Ashton-under-lyne OL6 6HZ

Former workshop/depot with roller shutters circa 87 sq m (940 sq ft).

Directions	Located on Lord Street off Alexandra Road, adjacent to the Albion United Reformed Church
Details	The premises are located in a mixed use area, predominantly residential on the fringe of the main town centre, close to the main rail station. The recently split warehouse is circa 87 sq m (940 sq ft) with roller shutter doors and good eaves height.
Notes	The yard area to the left hand side is not included in the sale and forms part of a different property. The measurements are approximate and must not be relied upon as being accurate. The lined plan is for purpose of identification only and all parties must refer to the legal pack for the true filed plan. Part freehold and part long leasehold: refer to the legal pack for further information.
Planning	The premises may suit alternative uses or development subject to the necessary consents: Interested parties are advised to make their own enquiries directly to Tameside Metropolitan Planning and Building control.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
40

GUIDE PRICE: £55,000



Unit 2, Lord Street, Ashton-under-lyne OL6 6HZ

Former workshop/depot with roller shutters circa 87 sq m (940 sq ft).

Directions	Located on Lord Street off Alexandra Road, adjacent to the Albion United Reformed Church
Details	The premises are located in a mixed use area, predominantly residential on the fringe of the main town centre, close to the main rail station. The recently split warehouse is circa 87 sq m (940 sq ft) with roller shutter doors and good eaves height.
Notes	The measurements are approximate and must not be relied upon as being accurate. The lined plan is for purpose of identification only and all parties must refer to the legal pack for the true filed plan. Part freehold and part long leasehold: refer to the legal pack for further information.
Planning	The premises may suit alternative uses or development subject to the necessary consents: Interested parties are advised to make their own enquiries directly to Tameside Metropolitan Planning and Building control.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
41

GUIDE PRICE: £95,000+



55 Holden Street, Ashton-under-lyne OL6 9JJ

Modern four bedroom detached property.

Directions	Located on corner of Hillgate Street/Holden Street
Accommodation	Ground floor: Hallway, living room, dining kitchen, downstairs WC First floor: Two bedrooms, bathroom Second floor: Two bedrooms Exterior: Parking front and rear, rear courtyard garden
Notes	Double glazed, central heating
EPC rating	SAP rating B
Possession	Tenanted unless otherwise specified- lease details to be provided in legal pack, vendor advises rent £650 PCM.
Viewings	Viewings may be available STRICTLY by appointment only call 0161 443 4740

LOT
42

GUIDE PRICE: £95,000+



57 Holden Street, Ashton-under-lyne OL6 9JJ

Modern four bedroom detached property.

Directions	
Accommodation	Ground floor: Hallway, living room, kitchen/diner, downstairs WC First floor: Two bedroom, bathroom Second floor: Two bedrooms Exterior: Off road parking, courtyard garden to rear
Notes	Double glazing, central heating
EPC rating	SAP rating B
Possession	Tenanted unless otherwise specified- lease details to be provided in legal pack, vendor advises rent £650 PCM.
Viewings	Viewings may be available STRICTLY by appointment only call 0161 443 4740

LOT
43

GUIDE PRICE: £95,000+



58 Victoria Avenue East, Blackley, Manchester M9 6HB

Two bedroom detached bungalow.

Directions	Off Rochdale Road (A664)
Accommodation	Ground floor: Entrance hall, lounge, kitchen, two bedrooms, bathroom Exterior: Gardens to the front and rear, two driveways, garage, brick built storage building
Note	Potential for development subject to the usual planning permissions
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
44

GUIDE PRICE: £140,000



Villiers Industrial Estate, Units 3, 4 & 5 Laundry Street, Salford M6 6WJ

Three warehouse/light industrial units on site 1300 sq m (0.32 A).

Directions	Laundry Street is found by turning right off Cobden Street, accessed from Cromwell Road (A576) near Broad Street (A6) roundabout
Details	Unit 3: Circa 1,150 sq ft (106.8 sq m) is single storey with roller shutter and small office/reception area and WC. Unit 4 & 5: 2,300 sq ft (213.67 sq m) plus 400 sq ft (37 sq m) mezzanine floor. Roller shutter, vestibule leading to two offices, separate reception, WC and kitchen area, large open plan interior with mezzanine. Knocked through to unit 4: Circa 1,150 sq ft (106.8 sq m) is single storey with roller shutter and small office/reception area and WC. Externally: Large communal yard with perimeter fencing and double gates, site area circa 1,300 sq m (0.32 A).
Notes	EPC rating: Band E. The site may suit alternative commercial development subject to the necessary consents.
Tenancies	UNIT 3: Rent to be confirmed, to follow in legal pack, Unit 4 & 5: 2 years lease from 01/04/2015 at £1,000 per month
Possession	Tenanted unless otherwise specified
Viewing	Strictly by appointment with the auctioneers 0161 443 4740

LOT
45

GUIDE PRICE: £65,000+

45 Padstow Walk, Hyde SK14 3JJ

Three bedroom terrace property.

Directions	Off Wardle Brook Avenue, off Underwood Road, off Hattersley Road West, off Mottram Road (A57)
Accommodation	Ground floor: Hall, lounge/dining room, dining kitchen with built in oven and hob First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



GUIDE PRICE: £120,000+

LOT
47



Apartment 33 Speakman Court, 3 Hazel Road, Altrincham WA14 1BP One bedroom second floor retirement apartment.

Directions	Off Barrington Road, off Woodlands Road (A560) close to Altrincham Town Centre
Accommodation	Ground floor: Communal hall, lift, entryphone, residents lounge, laundry room Second floor: Hall, lounge, kitchen with built in oven, hob, extractor, fridge and freezer, fitted bedroom with desk, shelving and wardrobes, bathroom with walk in shower, storage room Exterior: Communal gardens and parking. Allocated parking can be available at approx £250 pa
Note	Gas central heating, double glazing. Sold as seen; contents included. Can be sub-let. Service charge £1532 pa. Council Tax £1169 pa
EPC Rating	B
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £45,000+

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



LOT
48

GUIDE PRICE: £95,000+



The Lodge, 6 Hunters Lane, Oldham OL1 1QU

Town centre office premises with parking.

Directions	In Town Centre Business district off Yorkshire Street
Details	Ground floor: Reception area, two offices, open plan area, archive room WC and staff area. First floor: Open plan with three private offices, kitchen and WC Exterior: Car parking for 4 vehicles (to be confirmed)
Notes	Gas central heating, double glazing
EPC rating	C
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
49

GUIDE PRICE: £65,000+



16 Crestwood Walk, Collyhurst, Manchester M40 7TW

Three bedroom end terrace property.

Directions	Off Collyhurst Road, off Queens Road (A6010)
Accommodation	Ground floor: Entrance porch, hall, lounge, kitchen, utility, WC First floor: Three bedrooms, bathroom with separate shower cubicle Exterior: Small garden, hard standing for car
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £175,000

LOT
50



15 Hazel Avenue, Whalley Range, Manchester M16 8DY

Three bedroom period semi-detached



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. 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

LOT
51

GUIDE PRICE: £55,000+



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
52

GUIDE PRICE: £98,000+



24 Norbreck Avenue, Cheadle Heath, Stockport SK8 2ET
Three bedroom detached property.

Directions	Off Aber Road, off Boundary Road, off St Davids Road, off Councillor Lane, off Stockport Road (A6)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front, side and rear
Note	Opposite Cheadle Heath Sports Club. No pre-auction offers will be considered on this lot
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
53

GUIDE PRICE: £40,000+

116 Rhodes Street, Rochdale
OL12 9RP

Three bedroom terrace property.

Directions	Off Buckley Lane, off Halifax Road (A58)
Accommodation	Ground floor: Lounge, dining kitchen, utility room First floor: Three bedrooms, bathroom Exterior: Garden
Note	Gas central heating and majority double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



LOT
54

GUIDE PRICE: £20,000+

76 Stamford Street, Stalybridge
SK15 1LQ

Two storey inter connecting shop.

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) The window at first floor belongs to the 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. 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	G
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



LOT
55

GUIDE PRICE: £450,000



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

Directions	Located on Waterloo Road adjacent to Goldstone Gardens
Details	Ground floor: Reception, open plan office space, classrooms, kitchen, WC's, smaller offices and storage, meeting and function room with bar area, small kitchen. Total NIA 733.62 sq m (7,896 sq ft).The property stands on a site circa 0.62 Acres (0.25 H) EPC rating D: Refer to legal pack for sales information.
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

LOT
56

GUIDE PRICE: £100,000+



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. The vendor advises that the premises are currently exempt from rates.
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £75,000+

LOT
57



168 Gloucester Road, Droylsden, Manchester M43 7PQ

Three bedroom semi detached property.

Directions	Off Cornwall Road, off Somerset Road, off Cypress Road, off Sunnyside Road, off Greenside Lane
Accommodation	Ground floor: Entrance hall, lounge, dining room, re-fitted kitchen First floor: Three bedrooms, bathroom Exterior: Garden to the rear
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
58

GUIDE PRICE: £85,000+



23 Mansfield Avenue, Higher Blackley, Manchester M9 6RJ

Four bedroom semi detached property.

Directions	Mansfield Avenue is located off Mansfield Road, Hill Lane, Victoria Avenue (A6104)
Accommodation:	Ground Floor: Lounge, dining room, kitchen First Floor: Four bedrooms, bathroom Exterior: Paved driveway to front, rear garden
Note	Gas central heating and double glazing. Cul-de-sac location
EPC Rating	C
Possession	Tenanted - let on a twelve month AST from 18/4/11 at £525 per calendar month; renewed on 27/8/14 for twelve months at £550 per calendar month
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

LOT
59

GUIDE PRICE: £115,000+



10 Bents Avenue, Urmston, Manchester M41 6JA

Three bedroom terrace property.

Directions	Off Bromley Avenue, Off Hamstead Avenue, Off Carrington Road.
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear gardens
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

NO RESERVE

LOT
60



Land To Rear Of 164 Oxford Street, Burnley BB11 3HB

Land with planning for 4no. garages.

Directions	Oxford Road is directly off Todmorden Road (A671)
Details	Small plot of land with planning for erection of 4no. garages. Planning was granted on 1/7/15; application number APP/2015/0187.
Note	The plot is to be sold with no reserve price. The lined plan is for purpose of illustration only; please refer to the legal pack for the true boundaries and architects drawings
Possession	Vacant on completion
Viewing	Open site

LA267761

LOT
61

GUIDE PRICE: £50,000+

34 Stockport Road, Ashton-under-lyne OL7 0LD

Shop with one bedroom flat over.

Directions	Located on Stockport Road (A6017) in parade of shops close to West End Park
Details	Ground floor: Former butchers shop, three rooms. Separate entrance hallway for flat at rear. First floor: Living room, dining kitchen, bedroom, bathroom
Notes	Some double glazing, flat centrally heated. EPC on order.
Possession	Shop vacant, flat tenanted on AST agreements: refer to legal pack for lease details and income.
Viewing	Strictly by appointment 0161 443 4740



LOT
63

GUIDE PRICE: £48,000+

47 Ebsworth Street, Moston, Manchester M40 9WD

Two bedroom end terrace property.

Directions	Directly off Moston Lane, adjacent to Kenyon Lane
Accommodation	Ground floor: 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
62

GUIDE PRICE: £68,000+

43 Kennedy Road, Salford M5 5ET

Three bedroom terrace property.

Directions	Off Willows Road, off Weaste Lane (B5228)
Accommodation	Ground floor: Hall, lounge, dining room, re-kitchen with built in oven and hob First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



LOT
64

GUIDE PRICE: £62,000+

177 Culcheth Lane, Newton Heath, Manchester M40 1WB

Three bedroom end terrace property.

Directions	From Oldham Road (A62), turn into Old Church Street which runs into Culcheth Lane
Accommodation	Ground floor: Through lounge/dining room, kitchen, bathroom/WC First floor: Three bedrooms, shower room/WC Exterior: Rear yard, garage
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



**POSTPONED
UNTIL DECEMBER**

LOT
65

GUIDE PRICE: £30,000+

269 Chapel House Road, Nelson BB9 0OS

Two bedroom terraced property.

Directions	Off Halifax Road, Off Hibson Road, Off Lomeshaye Road, Off Manchester Road (A682).
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Garden to the front and rear yard
Note	Gas central heating and partial double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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LOT
66

GUIDE PRICE: £80,000+



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

LOT
67

GUIDE PRICE: £6,500



Land at York Crescent, Wilmslow SK9 2BB

204 sq m (0.05 Acres) land parcel.

Directions	York Crescent off Wilmslow Park North
Details	The parcel of land is located to the left hand side of 3 York Crescent and surrounds an electricity substation.
Notes	The land is freehold and the substation is excluded from the sale. The lined plan is for purpose of identification only; please refer to the legal pack for the true plan.
Possession	Land vacant, sold subject to the encumbrance of the substation.
Viewing	Open site, however we kindly request that interested parties respect the neighbours privacy.

LOT
68

GUIDE PRICE: £110,000+



216 Piggott Street, Farnworth, Bolton BL4 9QJ

Vacant retail premises with flat above and plot.

Directions	Located on the intersection of Piggott Street and Buckley Lane (A5082)
Details	Ground floor: Retail unit 50 sq m (542 sq ft) First floor: Flat with living space, bathroom and bedroom Exterior: Open yard to side
Notes	The property has undergone renovation and may be suitable for extension and development subject to planning permission. We are advised that here has been historic approved planning permission. EPC on order
Possession	Property and yard vacant sold subject to an advertising hoarding right on the gable wall of the building- income and lease details to be verified in the legal pack.
Viewing	Auction department 0161 443 4740

TERMS AND CONDITIONS FOR PROXY AND TELEPHONE BIDDING



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

The completed form(s) must be delivered to Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS no later than 5pm the day before the auction. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing. Please include two forms of ID (one with photo).

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £3,000) PLUS the 0.5% (min. £495.00) Buyers Premium, for each lot. Where the lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

In the case of telephone bidding, the purchaser may instead provide a blank cheque which the auctioneers will complete on behalf of the successful purchaser for 10% of the purchase (minimum £3000) price plus the 0.5% of the purchase price (min. £495.00) contract documentation charge.

5. Unless the relevant lot is sold to the prospective purchaser, the amount of the maximum proxy or telephone bid will not be disclosed to the vendor or any other person whether before or after the sale without the consent of the prospective purchaser.
6. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
7. The auctioneer will make no additional charge for this service, and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity or instructions, late arrival of a proxy bid authorisation form, failure to contact a telephone bidder from the auction room, or for any other reason whatsoever. Telephone bidders are advised that should they become disconnected or interrupted during bidding, Edward Mellor Auctions will not be held responsible for any loss suffered in respect thereof.
8. The prospective purchaser will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. Where the bid has not been successful, the bidder will be notified and the deposit will be returned as soon as reasonably possible. Banks processes may cause delays in refunds for some card payments.
9. Prospective purchasers are advised to telephone Edward Mellor Auctions (0161-443 4740) before 10.00 am on the day of the auction to ensure that there are no amendments to the particulars of sale or special conditions relating to the lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchaser's behalf, or refuse to accept bids by or on behalf of prospective purchasers, and the auctioneer will not be held responsible for any loss, costs or damages incurred as a result thereof.
10. When a prospective purchaser intends to bid at the auction in person or through an agent instead, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In such a case the auctioneer will not make any bids on behalf of the prospective purchaser.

PROXY, TELEPHONE & BIDDING AUTHORISATION FORM

Method of bidding: Proxy Telephone
(please tick one)

Name: _____

Buyers Name: _____
(if different)

Address: _____

_____ **Postcode** _____

Telephone Work: _____ Telephone bidders: please tick a box (or preferred telephone number to use in the

Home: _____ auction)

Mobile: _____ If the telephone contact is broken or cannot

***E-Mail:** _____ be established the auctioneer is authorised to continue to bid at his discretion on behalf of

Date of Auction: _____ **Lot Number:** _____ 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.

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 rent charge).

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.

COMMON AUCTION CONDITIONS



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 LOT as at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.

G4.2 If any of the documents is not made available before the auction the following provisions apply:

(a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;

(b) if the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold;

(c) if the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT;

(d) If title is in the course of registration, title is to consist of certified copies of:

(i) the application for certification of title made to the land registry;

(ii) the DOCUMENTS accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry, and to instruct the land registry to send the completed registration documents to the BUYER.

(e) the BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the transfer shall so provide):

(a) The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection: these are to be treated as within the actual knowledge of the BUYER; and

(b) The covenant set out in Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.

GS TRANSFER

GS.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 GS.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.

GS.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

GS.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

COMMON AUCTION CONDITIONS



interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 NOTICE TO COMPLETE

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:

- (a) terminate the CONTRACT;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and
- (e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:

- (a) terminate the CONTRACT; and
- (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT;
- (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under GENERAL CONDITION G7.3.

G9 LANDLORD'S LICENCE

G9.1 Where the LOT is or includes leasehold land and licence to assign is required, this CONDITION G9 applies:

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is to be not earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that the licence has been obtained.

G9.4 The SELLER must:

(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The BUYER must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within 3 months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this condition) by notice to the other terminate the CONTRACT at any time before the licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 INTEREST AND APPORTIONMENTS

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the PRICE (less any DEPOSIT paid) from the AGREED COMPLETION DATE up to and including the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:

- (a) the BUYER is liable to pay interest; and
- (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the SELLER receives income and is liable for outgoings 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.

COMMON AUCTION 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.

G27.1 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.

HOW TO FIND US

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WHAT MATTERS TO YOU, MATTERS TO US