

EDWARD
mellor

AUCTION

AJ BELL STADIUM
8th DECEMBER 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



LOT 1

GUIDE PRICE
£48,000+

**SOLD AT
£71,000**

MOSTON

LOT 5

GUIDE PRICE
£60,000

**SOLD AT
£85,500**

REDDISH

LOT 17

GUIDE PRICE
£98,000+

**SOLD AT
£128,000**

BURNAGE

LOT 43

GUIDE PRICE
£95,000+

**SOLD AT
£120,000**

BLACKLEY

LOT 52

GUIDE PRICE
£98,000+

**SOLD AT
£178,000**

CHEADLE HEATH

LOT 59

GUIDE PRICE
£115,000+

**SOLD AT
£158,500**

URMSTON

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
AUCTION 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 CONSULTANT



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.



Mike Bulmer
VIEWING AGENT



Frank Petts
VIEWING AGENT

WHEN & WHERE?



AUCTION	CLOSING DATE
8 th December	16 th November
3 rd February	13 th January
16 th March	24 th February
27 th April	6 th April
8 th June	18 th May
20 th July	29 th June
14 th September	24 th August
26 th October	5 th October
7 th December	16 th November

THE AUCTION ROOM

AJ BELL STADIUM

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

☎ 0844 844 8400



DIRECTIONS



BY CAR

The stadium is situated at Barton, off the M60, junction 11. GPS: (53.469091, -2.378829)



BY BUS

Buses from Manchester City Centre and Eccles: Number 67 to Liverpool Road, Irlam. Buses from the Trafford Centre: Number 100 to Liverpool Road, Irlam. (2 minute walk from the Liverpool Road stop.)



BY TRAIN

The nearest train stations are Irlam and Patricroft. For both stations walk to Liverpool Road and take the number 67 bus (as above).



BY TRAM

The nearest Metrolink tram stop is Eccles. From here, the stadium is approximately 40 minutes walk or take the number 67 bus along Liverpool Road as above.

USING SAT NAV?

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



M30 7LJ

WHAT OUR CLIENTS SAY



Thank you very much indeed Louise,
I wish to sincerely thank you and your team for the excellent service that I have received. I am very impressed with all the aspects of sale that were associated with my property.
The advert in the auction catalogue, the viewings and the way your viewing staff handled customers, all the way to the auction time and the way Nick handled the sale... All these various aspects were carried out with professionalism and care.
I highly recommend your services to any seller who wishes to consider the auction route for sale, and I certainly will use your services again.
Warm Regards, Salim Astewani

Dear Louise and team at Edward Mellor. Just wanted to thank you all for the help you gave me regarding the sale of my mum's house.
The courtesy and efficiency with which you managed all the details of the sale saved me a great deal of stress. Nothing was too much trouble when I had to contact you about anything. I cannot recommend you enough.
Thank you so much once again
Maggie (Maclure)

Dear Louise,
Thanks so much for all your advice and help, I've found you to be very professional and knowledgeable with regards to the auction of my property. I really appreciate how you have kept me informed of all the viewings and offer made.
I have another property that I will be putting to auction after Christmas and I will definitely go through you.
Thanks again, Susan Ratchford



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!

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

IS THIS PUTTING YOUR PROJECT AT RISK?

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

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

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

0161 443 4718

or email louise.dowd@mellordowd.co.uk



IMPORTANT INFORMATION



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



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



EDWARD MELLOR'S AUCTION CONSULTANT, ANDY THOMPSON, TALKS ABOUT "GETTING YOUR DUCKS IN ROW" BEFORE BUYING AT AUCTION

As I write this blog, the Edward Mellor Auction Catalogue should be going online packed with details of the lots that will be going under the hammer on 8th December.

That leaves exactly three weeks to get your ducks in a row so that come the auction day, your only focus is bidding confidently on your chosen property – and no last-minute panicking.

So what are seasoned auction buyers up to in the run up to the auction? And what should you be doing, with my help, of course, to make sure you're in the strongest position to buy knowledgeably, confidently and astutely on auction day?

In my role as an Auction Consultant, it's my job to work with you every step of the way, giving you all the help, guidance and advice to make sure your buying experience is as successful, organised and stress-free as it can be.

Here is a typical timeline from this point in the run up to auction:

WEEK ONE commencing 16th November...

As the catalogue goes live, together, we'll go through the various lots on offer for sale and draw up a shortlist of suitable properties for you depending on your budget and requirements.

Then, we arrange to view the shortlisted properties. Typically, this can be anything from 5 – 20 depending on how many properties you are looking to buy.

This week is definitely the crucial time to get your finances sorted, with at least an "agreement in principle" in place. I can steer you in the right direction with this too.

WEEK TWO commencing 23rd November...

Time to filter down that shortlist and really focus on the lot(s) you are going after. This is the point also when I'll be advising you to be getting some second opinions, be it from friends or relatives – ideally, though, a trusted builder or surveyor.

Taking a thorough look (ideally with your solicitor) through the Legal Pack that accompanies each property is crucial too. This contains all the due diligence information, local searches, office copies and special conditions, etc. that need to be considered and understood before any decisions about buying are made.

WEEK THREE commencing 30th November...

So now you've highlighted the properties you plan to bid for. Your finance is arranged and the legal packs have been checked. This week is all about dotting the "i"s and crossing the "t"s, if you like.



Working together, we aim to have absolutely everything in place come the day of the auction. So you'll know exactly:

- ✓ What you're bidding on.
- ✓ How much you are bidding up to.
- ✓ What financial arrangements are in place to enable you to buy.
- ✓ What your total costs for buying are – including legal costs and auction fees, etc.
- ✓ What work is required to the property to achieve your "end game" -whether that be with a view to renovating it and selling on again, renting out or moving in yourself.

When all this is in place, you can enjoy the auction day knowing you've taken care of everything you need to, and the only thing you have to worry about is beating the competition!

And just as I've been with you throughout the whole auction planning process, I will also be there on the day to give you all the moral and practical support you need – I'll even bid for you if you wish!

Of course, there are no guarantees at auction. You may be out-bid. Lots can be withdrawn at the last minute. But, whatever happens, working together, we know that we cover everything to put you in the strongest possible position to buy successfully. And if you're successful on 8th December, you could have the keys before Christmas!

Get in touch with me to have a chat about buying at auction or to arrange a meeting. In the meantime, before I sign off, I thought you might like an update on Mr & Mrs Yemane who I mentioned in my last blog. You may remember they bought their first ever home together by pre-auction sale in October. Well, by the time you read this, they will already have collected the keys to their new home. And I'd like to send them our very best wishes from everyone here at Edward Mellor Auction.

Andy



ANDY THOMPSON, AUCTION CONSULTANT

0161 443 4740 / 07530 704 234

andy.thompson@edwardmellor.co.uk

edwardmellor.co.uk/auction

[@AndyT___](https://twitter.com/AndyT___) / [@MellorAuction](https://twitter.com/MellorAuction)

ORDER OF SALE

AUCTION STARTS 2pm
REGISTRATION FROM 1pm



LOT	AREA	ADDRESS	DESCRIPTION
1	Salford	19 Ainsdale Avenue	Two bedroom ground floor flat
2	Moston	12 Herschel Street	Three bedroom terrace property
3	Sale	3 Bridgewater Street	Three bedroom semi-detached property
4	Timperley	77 Brook Lane	Three bedroom semi-detached property
5	Ashton-under-lyne	49 Thirlmere Avenue	Three/four bedroom semi-detached property
6	Stretford	21 Elton Street	Three bedroom terrace property
7	Marple	9 Isherwood Drive	Three bedroom semi-detached property
8	Gorton	111 Heathcote Road	Two bedroom investment property
9	Ashton-under-lyne	2 Latchford Street	Two bedroom terrace property
10	Bolton	7 Longfield Road	Two bedroom terrace property
11	Haughton Green	12 Bedford Walk	Three bedroom terrace property
12	Middleton	233 Boarshaw Road	Two storey extended commercial property
13	Moss Side	29 Hartington Street	Three bedroom terrace property
14	Salford	43 Kennedy Road	Three bedroom terrace property
15	Northenden	2a Church Road	Commercial office/retail investment
16	Cheetham Hill	Fern House	Warehouse/storage unit with two storey office space
17	Ashton-under-lyne	200 Burlington Street	Four bedroom town house
18	Birkenhead	91 Briardale Road	Three bedroom terrace property
19	Sale	Plot 13 Rivershill	Residential development opportunity
20	Hyde	8 & 8a Reynold Street	Mixed use investment property
21	Salford	101 Hulton Street	Vacant property for development
22	Hyde	Hodge House	Seven bedroom property set in four acres
23	Wrexham	Plot C Summerfields	Freehold parcel of land
24	Wrexham	Plot D Summerfields	Freehold parcel of land
25	Wrexham	Plot E Summerfields	Freehold parcel of land
26	Macclesfield	1 Smith Street	One bedroom end terrace cottage
27	Rusholme	306-310 Great Western Street	Large mixed use vacant retail premises and flats
28	Moss Side	20 Driffield Street	Two bedroom terrace property

LOT	AREA	ADDRESS	DESCRIPTION
29	Newton Heath	177 Culcheth Lane	Three bedroom end terrace property
30	Higher Blackley	23 Mansfield Road	Four bedroom semi-detached property
31	Heald Green	46 Bruntwood Avenue	Three bedroom semi-detached property
32	Burnley	72 Milton Street	Two bedroom terrace property
33	Middleton	290 Grimshaw Lane	Mixed use freehold investment part vacant
34	Longsight	22 Leedale Street	Substantial four bedroom end terrace property
35	Worsley	52 Hilton Lane	Two bedroom terrace property
36	Rusholme	416 Claremont Road	Two bedroom end terrace property
37	Farnworth	216 Piggott Street	Vacant retail premises with flat above and plot
38	Levenshulme	40 & 42 Albert Road	Pair of substantial semi-detached houses
39	Burnley	43 Evelyn Street	Two bedroom terrace property
40	Newton Heath	1 Gilmerton Drive	One bedroom ground floor flat
41	Newton Heath	3 Carriage Drive	Two bedroom semi-detached property
42	Clayton	119 North Road	Substantial five bedroom end terrace property
43	Stalybridge	76 Stamford Street	Vacant ground floor retail unit
44	Droylsden	48 Old Farm Crescent	Three bedroom terrace property
45	Nelson	15 Lancaster Gate	Three bedroom semi-detached property
46	Oldham	7 Alton Street	Two bedroom terrace property
47	Buxton	Millers Dale	Three storey cottage
48	Rossendale	35-37 Burnley Road East	Double-fronted vacant retail premises with flat above
49	Stalybridge	9 Knowl Street	Takeaway premises over three floors plus loft
50	Crumpsall	107 Cleveland Road	Two bedroom terrace property
51	Crumpsall	43 Birch Road	Three bedroom terrace property
52	Swinton	Apartment 2 Beechfield House	Two bedroom ground floor flat
53	Swinton	Apartment 4 Beechfield House	Two bedroom apartment set over two floors
54	Hyde	76 & 76a Mottram Road	Double fronted retail premises with rooms over
55	Sale	6 Holmefield	Six/seven bedroom period semi-detached property



THE NEW YEAR'S DAY VIENNESE

MANCHESTER CAMERATA
FRIDAY 1 JANUARY 2016, 3.00PM
THE BRIDGEWATER HALL

ALPESH CHAUHAN—CONDUCTOR
OLENA TOKAR—SOPRANO

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together.™

LOT
1

GUIDE PRICE: £55,000+



19 Ainsdale Avenue, Lower Broughton, Salford M7 4LS

Two bedroom ground floor flat.

Directions Off Singleton Road, off Bury Old Road (A665)

Accommodation Ground floor: Porch, hall, lounge with french doors, kitchen, two bedrooms, bathroom
Exterior: Garage

Note Gas central heating and partial double glazing. No pre-auction offers will be considered on this lot

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



LOT
2

GUIDE PRICE: £50,000+



12 Herschel Street, Moston, Manchester M40 9JA

Three bedroom terrace property.

Directions Off Edale Avenue, Off Chinley Avenue, Off Kenyon Lane

Accommodation Ground floor: Entrance, hall, lounge, dining room, kitchen
First floor: Three 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

GUIDE PRICE: £130,000+

LOT
3



3 Bridgewater Street, Sale, M33 7EQ

Three bedroom semi detached property.

Directions Bridgewater Street runs between Harley Road and Chapel Road, off Cross Street (A56)

Accommodation Ground floor: Hall, lounge, kitchen
First floor: Three bedrooms, bathroom, separate WC
Exterior: Large rear garden

Note Gas central heating

EPC Rating B

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

LOT
4

GUIDE PRICE: £210,000+



77 Brook Lane, Timperley, Altrincham WA15 6RT

Three bedroom semi detached property.

Directions	Brook Lane runs between Brookway and Moss Lane which is off Park Road (B5165)
Accommodation	Ground floor: Hall, open plan lounge/dining room, kitchen First floor: Three double bedrooms, bathroom, separate WC Exterior: Gardens to the front, side and rear
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £118,000+

LOT
5



49 Thirlmere Avenue, Ashton-under-lyne OL7 9HN

Three/four bedroom semi detached property.

Directions	Off Crowhill Road, off knowle Avenue, off Richmond Street, off Lord Sheldon Way (A6140)
Accommodation	Ground floor: Entrance hall, lounge, dining kitchen with built in oven and hob and french doors, WC First floor: Three bedrooms, bathroom Second Floor: Loft room (could be used as a bedroom) Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
6

GUIDE PRICE: £110,000+



21 Elton Street, Stretford, Manchester M32 0SD
Three bedroom terrace property.

Directions	Off Chorley Street, off Ravenswood Road, off Chester Road (A56)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £200,000+

LOT
7



9 Isherwood Drive, Marple, Stockport SK6 6JD
Three bedroom semi-detached property.

Directions	Off Marple Hill Drive, Off Stockport Road (A626).
Accommodation	Ground floor: Entrance, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom. Exterior: Gardens to the front and rear, driveway, garage
Note	Gas central heating and partially double glazed.
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
8

GUIDE PRICE: £52,000



111 Heathcote Road, Gorton, Manchester M18 7QL

Two bedroom investment property.

Directions	Heathcote Road off Mount Road.
Details	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Externally: Small front garden, yard to rear
Notes	Double glazing and central heating. EPC rating D
Possession	Tenanted. We are advised the rent is £495 per calendar month which is to be verified. We are advised that the landlord of the property does not hold deposits.
Viewing	Viewings are available strictly by appointment with the Auction department 0161 443 4740

LOT
9

GUIDE PRICE: £55,000+



2 Latchford Street, Ashton-under-lyne OL7 9DB

Two bedroom terrace property.

Directions	Directly off Oldham Road (A627)
Accommodation	Ground floor: Vestibule, lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard, store
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £42,000+

LOT
10



7 Longfield Road, Bolton BL3 3TA

Two bedroom terrace property.

Directions	Off Hulton Lane, past Hulton Lane playing fields, off St Helens Road
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Larger than average rear garden
Note	Double glazing
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
11

GUIDE PRICE: £78,000+



12 Bedford Walk, Haughton Green, Denton, Manchester M34 7HF
Three bedroom terrace property.

Directions	Off Brecon Avenue, off Lancaster Road, off Two Trees Lane, off Stockport Road (A6017)
Accommodation	Ground floor: Entrance hall, lounge, dining kitchen First floor: Three bedrooms, shower room, 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

LOT
12

GUIDE PRICE: £55,000



233 Boarshaw Road, Middleton, Manchester M24 2WQ
Two storey extended commercial property.

Directions	On Boarshaw Road near Roydes Street in a predominantly residential location
Details	Ground floor: Retail area with 6 rooms/spaces in total plus WC. Electric roller shutters to front. First floor: Room, kitchen, bathroom Externally: Side garden extending to rear.
Notes	The property is considered suitable for alternative uses subject to the relevant permission. The site may also be suitable for residential redevelopment subject to the necessary planning permission. Double glazing and central heating.
EPC rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
13

GUIDE PRICE: £75,000+



29 Hartington Street, Moss Side, Manchester M14 4RW

Three bedroom terrace property.

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

LOT
14

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, bathroom First floor: Three bedrooms. Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £65,000

LOT
15



2a Church Road, Northenden, Manchester M22 4WL

Commercial office/retail investment property on busy main road.

Directions	The property is located on the corner with Church Road and Palatine Road opposite Tesco Metro Store
Details	Single storey triangular office/retail premises with associated ancillary space/WCs. NIA circa 20 sq m (215 sq ft)
Notes	New frontage to be installed by current tenant prior to auction
EPC rating	Exempt
Possession	FRI lease for two years from 13 March 2015, rent payable until end of lease £433.33 per month extended to 24 months from 17 November 2015
Viewings	Viewings may be available STRICTLY BY APPOINTMENT ONLY by calling the Auction Department on 0161 443 4740. Interested parties are politely requested to respect the tenants privacy

LOT
16

GUIDE PRICE: £225,000



Fern House Fern Street, Cheetham Hill, Manchester M4 4FF
Warehouse/storage unit with two storey office space.

Directions	Fern Street off Cheetham Hill Road (A665, first left turning on St Chad's Street)
Overview	The property is located at the rear of 116-118 Cheetham Hill Road on Fern Street on the fringe of the industrial area close to the main road. The alarmed unit comprises warehouse/storage space on the ground floor with associated office space over the front. There is potential for change of use and perhaps two storey development of the rear subject to the necessary consents.
Details	Ground floor: Warehousing and office space, WC and associated areas 315 sq m (3,390 sq ft) First floor: Circa 50 sq m (538 sq ft) of partially renovated office space. Roller shutter door to front elevation.
EPC rating	A
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £135,000+

LOT
17



200 Burlington Street, Ashton-under-lyne OL7 0AE
Four bedroom town house.

Directions	Off Margaret Street, Off Park Parade (A635).
Accommodation	Ground Floor: Hall, lounge, dining room, kitchen, WC, First Floor: Three bedrooms, bathroom Second Floor: Master bedroom with en-suite and balcony. Exterior: Driveway to the front and rear garden.
Note	Gas central heating and double glazing
EPC Rating	B
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £45,000+

LOT
18



91 Briardale Road, Birkenhead CH42 9NE
Three bedroom terrace property.

Directions	Off Woodchurch Road
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen, bathroom First floor: Three bedrooms, WC Exterior: Rear garden
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
19

GUIDE PRICE: £275,000



Building Plot, 13 Rivershill, Sale M33 6JS

Residential development opportunity on site circa 0.11 Acres.

Directions	Rivershill is located off Glebelands Road off Cross Street (A56)
Overview	This is a unique opportunity after demolition of the existing three-storey dwelling to develop a four bedroom executive home of exceptional quality and design standards located in a popular residential location on the banks of the River Mersey. The submitted plans are for a contemporary home with substantial accommodation over two storeys which has been estimated by local estate agents to be worth circa £725,000 when constructed given prevalent market conditions.
Planning	All interested parties are advised to make their own enquiries directly to Trafford Planning Control, Sale Waterside, Sale, M33 7ZF, telephone 0161 912 3149 quoting reference 86208/FUL/15
Notes	The map and plans are for purpose of illustration and identification only and must not be relied upon as being to scale nor are they an accurate plan of the boundaries. All parties must refer to the online legal pack for clarification.
Possession	Vacant on completion
Viewing	The site may be visible for open inspection and all interested parties are respectfully requested to respect the privacy of the neighbouring properties.

GUIDE PRICE: £85,000

LOT
20



8 & 8a Reynold Street, Hyde SK14 1LU

Mixed use investment in Town Centre location.

Directions	Located on the corner of Reynold Street and Norfolk Street
Details	Not inspected but reported to be: Ground floor: Retail/office premises with kitchen and WC facilities circa 60 sq m (645 sq ft) with return frontage First floor: Two bedroom flat with living room, kitchen and bathroom
Notes	Flat double glazed centrally heated
EPC rating	Ground floor: C. Flat: E
Possession	The premises are leased on reported figures of £303 per month for the commercial premises and £346 four weekly for the flat- the lease information will be verified and contained in the on-line legal pack.
Viewing	Strictly by appointment with the Auction Department on 0161 443 4740

LOT
21

GUIDE PRICE: £165,000



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

GUIDE PRICE: £385,000+

LOT
22



Hodge House, Hodge Lane, Broadbottom, Hyde SK14 6BW

Seven bedroom property set in four 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 4 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

Plots C, D & E Summerfields, Rhostyllen, Wrexham LL14 4EU

Various parcels of land located to the rear of 71 Summerfields

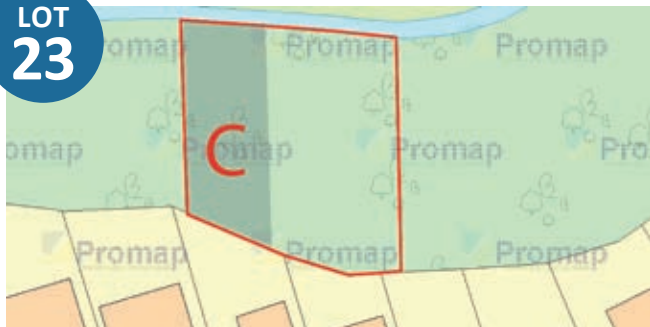
Details:

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

Notes:

The buyer will be responsible for the buyers premium and seller's legal costs. 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
23



LOT
24



LOT
25



GUIDE PRICE: £68,000+

LOT
26



1 Smith Street, Macclesfield SK11 7QF

One bedroom end terrace cottage.

Directions	Off High Street in between Byrons Street and Coronation Street which are off Cross Street (A523)
Accommodation	Ground floor: Lounge, modern re-fitted kitchen with built in oven & hob First floor: Double bedroom, bathroom Exterior: Communal rear terraced courtyard
Note	Gas central heating and double glazing. All the contents are included in the sale making this ideal for landlords
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
27

GUIDE PRICE: £350,000



306-310 Great Western Street, Rusholme/Moss Side, Manchester M14 4LP

Large mixed use commercial and residential property.

Directions	Located Great Western Street on corner with Kippax Street
Details	Shop: Triple fronted retail premises 160 sq m (1,722 sq ft) corner entrance, main shop, reception, staff area, main office. Accommodation: Hallway, lounge, dining area, bathroom, kitchen, plus four large bedrooms with main bedroom en-suite.
Notes	The upper floors may lend themselves to conversion to separate flats subject to the relevant permission.
EPC rating	Shop: C. Apartment: F
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £67,000+

LOT
28



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

GUIDE PRICE: £60,000+

LOT
29



177 Culcheth Lane, Newton
Heath, Manchester M40 1WB

Three bedroom end terrace property.

Directions	From Oldham Road (A62), turn into Old Church Street and continue
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

LOT
30

GUIDE PRICE: £75,000+



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 and again on 27/10/16 for twelve months at £550 per calendar month
Viewing	Viewings are available STRICTLY by appointment only - call 0161 443 4740

GUIDE PRICE: £195,000+

LOT
31



46 Bruntwood Avenue, Heald Green, Cheadle SK8 3RU

Three bedroom semi detached property.

Directions	Off Styal Road (B5166)
Accommodation	Ground floor: Spacious entrance hall with storage, open plan lounge/dining room with patio doors, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway, garage
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
32

GUIDE PRICE: £58,000+



72 Milton Street, Padiham, Burnley BB12 8RJ

Two bedroom terrace property.

Directions	Directly off Burnley Road (A671)
Accommodation	Ground floor: Open plan dining kitchen with built in oven, hob and extractor along with french doors to rear First floor: Two bedrooms, re-fitted bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Refurbished to a very high standard
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £190,000

LOT
33



290 Grimshaw Lane, Middleton, Manchester M24 2XL

Mixed use freehold investment with four letting rooms over.

Directions	Located on Grimshaw Lane in a predominantly residential location.
Details	Ground floor: Retail premises currently general store/off-licence circa 106 sq m (1,140 sq ft) including store. First floor: Not inspected but reported to be four letting rooms, kitchen, bathroom. Basement: Cellars. Rear yard.
Notes	First floor double glazed, centrally heated. The flats according to the owners were previously let out circa £800 PCM.
EPC rating	Shop: D. Flat G
Possession	Shop tenanted, lease not yet seen, vendors advise circa £800 PCM. Residential element: Vacant. Refer to the on-line legal pack for the full tenancy information.
Viewing	Strictly by appointment with the Auction Department on 0161 443 4740

LOT
34

GUIDE PRICE: £110,000+



22 Leedale Street, Longsight, Manchester M12 5SH
Substantial four bedroom end terrace property.

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

GUIDE PRICE: £55,000+

LOT
35



52 Hilton Lane, Worsley, Manchester M28 0ST
Two bedroom terrace property.

Directions	Hilton Lane runs between Bridgewater Road and Manchester Road East (A6)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear garden
Note	Gas central heating and double glazing
EPC Rating	D
Possession	To be sold with vacant possession which will happen on or before 1st February as the property is currently tenanted
Viewing	Auction Department 0161 443 4740

LOT
36

GUIDE PRICE: £78,000



416 Claremont Road, Rusholme, Manchester M14 7PB

Two bedroom end terrace ideal for investment.

Directions	Off Yewtree Road towards Rusholme Centre, near to Parkfield Street
Accommodation	Ground Floor: Hallway, Two reception rooms, kitchen First Floor: Two double bedrooms, bathroom Externally: Yard to rear
Notes	Central heating, double glazing.
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £105,000+

LOT
37



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 there 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

LOT
38

GUIDE PRICE: £240,000+



40 & 42 Albert Road, Levenshulme, Manchester M19 2AB
Pair of substantial semi detached houses.

Directions	Directly off Stockport Road (A6)
Accommodation	No 40: Three flats. Cellar ideal for conversion (subject to building regs). Ground floor: Flat one - lounge, kitchen, bedroom, shower room. First floor: Flat two - lounge, kitchen, bedroom, bathroom, Top floor: Flat three - bathroom, studio bedroom with kitchen facility No 42: Four flats. Lower ground floor, ground and first floor all have - lounge, bedroom, kitchen, bathroom. Second floor: studio flat with shower room. Exterior: Off road parking, communal garden
Note	By Order of the Trustee in Bankruptcy. Gas central heating, double glazing. The properties will initially be offered as one lot, then two lots separately if the first reserve is not reached
EPC Rating	40: all G. 42: on order

GUIDE PRICE: £20,000+

LOT
39



43 Evelyn Street, Burnley BB10 1QA

Two bedroom terrace property.

Directions	Located off either Abel or Grey Street of New Hall Street
Accommodation	Not inspected but reported to be: Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Yard to rear
Notes	The property requires full refurbishment.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £40,000+

LOT
40



1 Gilmerton Drive, Newton Heath, Manchester M40 1JF

One bedroom ground floor flat.

Directions	Off Briscoe Lane, off Culcheth Lane
Accommodation	Not inspected Ground floor: Lounge, kitchen, bedroom, bathroom Exterior: Communal grounds
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

LOT
41

GUIDE PRICE: £72,000+



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

Directions	Off Carriage Drive, off Monsall Street, off Queens Road (A6010)
Accommodation	Ground floor: Porch, lounge with patio doors, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Interior photos taken whilst occupied
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £115,000+

LOT
42



119 North Road, Clayton, Manchester M11 4NE
Substantial five bedroom end terrace property.

Directions	Off Ashton New Road (A662)
Accommodation	Ground floor: Hall, lounge, dining room, sitting room, kitchen, two cellar chambers First floor: Three bedrooms, bathroom Second floor: Two bedrooms Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
43

GUIDE PRICE: £19,000+



**76 Stamford Street, Stalybridge
SK15 1LQ**

Majority ground floor shop.

Directions	Stamford Street on the corner with Hamilton Street
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)
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 alternative uses subject to the necessary consents. There is no heating and 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
44

GUIDE PRICE: £78,000+



**48 Old Farm Crescent,
Droylsden, Manchester M43 6FT**

Three bedroom terrace property.

Directions	Off High Bank Road, Off Maddison Street, Off Mellor Street, Off Manchester Road (A662)
Accommodation	Ground floor: Entrance hall, lounge, kitchen diner, bathroom First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £80,000+

LOT
45



**15 Lancaster Gate, Nelson
BB9 0AP**

Three bedroom semi detached property.

Directions	Off Hibson Road, off Lomeshaye Road, off Manchester Road (A682)
Accommodation	Ground floor: Porch, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
Note	Oil fuelled heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £45,000+

LOT
46



**7 Alton Street, Oldham
OL8 3EY**

Two bedroom terrace property.

Directions	Directly off Ashton Road (A627) near the junction with Hathershaw Lane
Accommodation	Ground floor: Vestibule, lounge, dining kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Interior photos available in request
EPC Rating	D
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

LOT
47

GUIDE PRICE: £185,000+



The Mill, Millers Dale, Buxton SK17 8SN

Three-storey cottage for development on River Wye.

Directions	Millers Dale is located alongside the River Wye and Monsal Trail on the B6049 near the turning for Wormhill
Accommodation	Ground floor: Doors to front and rear, leading to rear garden and patio area, potential living, dining and kitchen space. First floor: Two rooms for conversion Second floor: Three rooms for conversion Exterior: Terraced lawn garden leading to River Wye. Two car parking spaces away from property to be confirmed.
Notes	The property has planning permission for conversion to a four bedroom dwelling and all interested parties are advise to make their own enquiries directly to the relevant local authority.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £125,000

LOT
48



35-37 Burnley Road East, Waterfoot, Rossendale BB4 9AG

Double-fronted vacant retail premises with flat above.

Directions	Located on Burnley Road East (B6238) opposite Springfield Drive
Details	Ground floor: 50 sq m (538) retail space. Lower ground floor: 55 sq m (592 sq ft) retail space and treatment areas. First floor: Self-contained flat with living room, kitchen, two bedrooms bathroom. Exterior: Parking to rear
Notes	Double glazing, central heating, EPCs on order.
Possession	Ground and lower floor vacant on completion. Flat subject to tenancy agreement, lease details will be confirmed in the on-line legal pack
Viewing	Auction department 0161 443 4740

LOT
49

GUIDE PRICE: £90,000



Hong Kong Kitchen, 9 Knowl Street, Stalybridge SK15 3AW
Takeaway premises over three floors plus loft.

Directions	Located off Stamford Street close to junction with Mottram Road
Details	Ground floor: Counter sales area, rear kitchen and prep area. Lower ground floor: Two living rooms, covered rear yard with WC First floor: Two bedrooms, family bathroom. Second floor: Loft space used as bedroom (no regs seen) Exterior: Communal rear gardens
Notes	The property will be sold with fixtures and fittings included. Some double glazing. EPC on order
Possession	Vacant on completion.
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £80,000+

LOT
50



107 Cleveland Road, Crumpsall, Manchester M8 4GX
Two bedroom terrace property.

Directions	Off Delaunays Road, off Crumpsall Lane
Accommodation	Ground floor: Hall, lounge, kitchen, utility room, cellar First floor: Two bedrooms, bathroom Exterior: Larger than average rear garden
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
51

GUIDE PRICE: £68,000+



43 Birch Road, Crumpsall, Manchester M8 5RT

Three bedroom terrace property.

Directions	Off Delaunays Road, Off Crumpsall Lane, Off Middleton Road (A576).
Accommodation	Ground floor: Entrance, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom. Exterior: Yard to the rear.
Note	Partial double glazing.
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £45,000+

LOT
52



Apartment 2 Beechfield House, Fourth Avenue, Swinton, Manchester M27 5RB

Two bedroom ground floor flat.

Directions	Off Beechfield Road, Off Leigh Road, Off Folly Lane (B5231).
Accommodation	Entrance: Communal hall. Ground Floor: Flat: hall, lounge, kitchen, two bedrooms, bathroom. Exterior: Parking
Note	Double glazing and central heating
EPC Rating	D
Possession	Tenanted - six month AST at £450 pcm. Please refer to the legal pack for further information
Viewing	External only. TENANT MUST NOT BE DISTURBED.



GUIDE PRICE: £45,000+

LOT
53



Apartment 4 Beechfield House, Fourth Avenue, Swinton, Manchester M27 5RB

Two bedroom apartment set over two floors.

Directions	Off Beechfield Road, Off Leigh Road, Off Folly Lane (B5231).
Accommodation	Accommodation arranged over first and second floor. Entrance: Communal hall. First Floor: One bedroom. Second Floor: One bedroom, lounge, kitchen, bathroom. Exterior: Parking
Note	Double glazing and central heating.
EPC Rating	E
Possession	Tenanted - six month AST at £475 pcm. Please refer to the legal pack for further information
Viewing	External only. TENANT MUST NOT BE DISTURBED.



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GUIDE PRICE: £80,000+

LOT
54



76 & 76a Mottram Road, Hyde SK14 2RS

Double fronted retail premises with rooms over.

Directions	Located on the corner of Mottram Road (A57) and Lumn Road
Details	Circa 130 sq m (1,440 sq ft) retail and office premises over two floors that has been partially refurbished.
Notes	The premises may be suitable for change of use or redevelopment subject to the relevant permission. All interested parties are advised to consult with the local planning department directly.
EPC rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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6 Holmefield, Sale, M33 3AN

Six/seven bedroom period semi-detached property.

Directions	Off Hope Road, Off Northenden Road (B5166).
Accommodation	Ground floor: Entrance, hall, lounge, dining room, kitchen, shower room/WC, access to 5 cellar rooms. First floor: Three bedrooms, bathroom. Second floor: Four bedrooms. Exterior: Gardens to the front, side and rear, driveway
Note	Gas central heating and 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

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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: (please tick one) Proxy Telephone

Name: _____

Buyers Name: (if different) _____

Address: _____

_____ Postcode _____

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

If the telephone contact is broken or cannot be established the auctioneer is authorised to continue to bid at his discretion on behalf of the telephone bidder up to the maximum bid stated on this form. If you wish the auctioneer to continue in this way please tick this box.

Telephone: Work _____

Home _____

Mobile _____

Email: _____

Date of Auction: _____ Lot Number: _____

Property Address: _____

Maximum Bid: _____ Amount of Deposit: _____

I enclose a cheque or bank draft for 10% of the maximum bid to be used as deposit (minimum deposit £3,000.00) I also enclose a cheque for the Buyers Premium of 0.5% of the maximum bid (minimum £495.00) and my two forms of ID (one with photo). Both cheques should be made payable to Edward Mellor Ltd.

Solicitors Name & Address: _____

Telephone No: _____ Person acting for you: _____

"I hereby instruct and authorise Edward Mellor's auctioneer to bid on my behalf for Lot No and to sign a Memorandum of Sale on my behalf, and understand that should my bid be successful the contract will be binding upon me. I have read the General and Special Conditions of Sale and the Terms and Conditions for Proxy and Telephone Bidding. I accept it is my responsibility to check for amendments to the catalogue details which may be read out by the auctioneer. I enclose a cheque or banker's draft to the value of 10% of my maximum bid and a further cheque for 0.5% of the maximum bid (min. £495.00) administration charge, both payable to Edward Mellor Ltd."

Signed: _____ Date: _____

COMMON AUCTION CONDITIONS



The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION. They override all other CONDITIONS and can only be varied if WE agree. Based on RICS Common Auction Conditions Edition 3 (2009).

Introduction

The common auction conditions have three main sections:

1. Glossary

This gives special meanings to some words used in the rest of the conditions.

2. Auction Conduct Conditions

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction, you do so on the basis that you accept them. They cannot be changed without the auctioneer's agreement.

3. Conditions of Sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots;
- Any extra general conditions in the catalogue or an addendum;
- Special conditions that apply only to the lot you are buying (and which may vary the general conditions).

These conditions are legally binding.

Important Notice:

A prudent buyer will, before bidding for a lot at auction:

- Take professional advice from a conveyancer, and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out the usual searches and make the usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and the purchase price;
- Check whether VAT registration and option is advisable.

The conditions assume that the buyer has acted as a prudent buyer. If you choose to buy a Lot without taking these normal precautions you do so at your own risk.

Glossary

In the CONDITIONS wherever it makes sense:

- Singular words can be read as plurals, and plurals as singular words;
- A 'person' includes a corporate body;
- Words of one gender include the other genders;
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- Where the following words appear in capitals they have specified meanings. These are listed below.

ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

AGREED COMPLETION DATE

Subject to condition G9.3:

(a) the date specified in the SPECIAL CONDITIONS,

or

(b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT date but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any Bank or Building Society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

ARREARS

Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS SCHEDULE

The arrears schedule (if any) forming part of the SPECIAL CONDITIONS

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra auction conduct conditions.

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) a Saturday or a Sunday or (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER all obligations can be enforced against them jointly or against each of them separately.

CATALOGUE

The catalogue to which the CONDITIONS refer, including any supplement to it.

COMPLETION

Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER's conveyancer's client account.

CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

CONTRACT

The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT

CONTRACT DATE

The date of the AUCTION, or if the LOT is not sold at the AUCTION:

(a) the date of the SALE MEMORANDUM signed by both the SELLER AND BUYER; or

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail, the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

Documents of title (including, if the title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (not including a 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 REGISTRATION AT THE LAND REGISTRY

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as possible:

(a) procure that it becomes registered at Land Registry as proprietor of the LOT;

(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and

(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

(a) apply for registration of the transfer;

(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and

(c) join in any representations the seller may properly make to Land Registry relating to the application.

G28 NOTICES AND OTHER COMMUNICATIONS

G28.1 All communications, including notices, must be in writing. Communication

to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

- unclear instructions

- error, lack of clarity or confusion regarding the Registration Form or the deposit

- any change of date/time or venue for the auction

- interruption or suspension of telephone or internet bidding services

- You being unobtainable by telephone or becoming disconnected during the course of bidding via telephone/internet

- any other factor beyond Edward Mellor's control.

HOW TO FIND US

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WHAT MATTERS TO YOU, MATTERS TO US