

EDWARD  
**mellor**

**AUCTION**

**AJ BELL STADIUM**  
**3<sup>rd</sup> FEBRUARY 2016**

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REGISTRATION FROM 1pm  
AUCTION STARTS 2pm

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



**WHAT MATTERS TO YOU, MATTERS TO US**

# SUCCESS STORIES FROM OUR PREVIOUS AUCTION



**GUIDE PRICE**  
£130,000+

**LOT 3**

**SOLD AT**  
£178,000

**SALE**

**GUIDE PRICE**  
£210,000+

**LOT 4**

**SOLD AT**  
£251,000

**ALTRINCHAM**

**GUIDE PRICE**  
£75,000+

**LOT 13**

**SOLD AT**  
£97,000

**MOSS SIDE**

**GUIDE PRICE**  
£165,000

**LOT 21**

**SOLD AT**  
£185,000

**SALFORD**

**GUIDE PRICE**  
£78,000

**LOT 36**

**SOLD AT**  
£93,000

**RUSHOLME**

**GUIDE PRICE**  
£380,000+

**LOT 55**

**SOLD AT**  
£499,000

**SALE**

# 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
3 <sup>rd</sup> February	13 <sup>th</sup> January
16 <sup>th</sup> March	24 <sup>th</sup> February
27 <sup>th</sup> April	6 <sup>th</sup> April
8 <sup>th</sup> June	18 <sup>th</sup> May
20 <sup>th</sup> July	29 <sup>th</sup> June
14 <sup>th</sup> September	24 <sup>th</sup> August
26 <sup>th</sup> October	5 <sup>th</sup> October
7 <sup>th</sup> December	16 <sup>th</sup> 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](mailto: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.



## Investors are “CHOMPING AT THE BIT” to buy in time to avoid the April 1<sup>st</sup> stamp duty deadline, so now is a great time to sell your property at auction

The tree is down, there's not a mince pie in sight and I'm a stone and a half heavier than I was when I last sat at my desk.

### Welcome 2016

I'm in my 11th year here at Edward Mellor, so I've had my fair share of “first days back”. And they don't get any easier.

This year was no different; I dragged my (larger) self into the office, took my first swig of an extra strong brew from my new ‘Secret Santa’ mug and set about reading 481 new emails through my bloodshot eyes.

No sooner had I opened the first spam email with offerings of gentleman's herbal supplements, when the first phone call of 2016 came in. It was at the stroke of 9 o'clock and came from a very eager gentleman

looking to buy a property “as soon as possible!”. Whilst this isn't unusual – we are property auctioneers after all, I sensed that this chap had been waiting all weekend for the office to reopen, and the moment it did, he was on that phone faster than I could say Blue Monday. And he wasn't the only one.

Usually our first week of the New Year is a bit of a slow burner, with people taking their time to get back in the swing of things and start thinking about property again. From the moment we reopened on the 4th January, we have been inundated with frantic property buyers desperately trying to find their next purchase(s). We are receiving offers on houses within MINUTES of them going live on our website and our valuers can't book them into the auction quickly enough.

### So why the rush?

Could it be the usual New Year motivation – the same reason that all the gyms are packed out with new faces and why I saw Jean, my next-door neighbour, shuffling past my front window yesterday evening in full Lycra? Possibly. But the difference this year and the words that are on the lips of everyone calling me is “Stamp Duty”.

On 1st April 2016, the new Stamp Duty changes come into effect, meaning many of our property investors will soon have to pay 3% Duty on their purchase for properties that previously would have been exempt. With our next auction taking place on 3rd February, potential buyers see this as the ideal opportunity to buy property before the ruling comes into place in time to beat the surcharge deadline and, consequently, our phones are ringing off the hook.

This is a unique position that savvy vendors are taking advantage of. Whilst our Auction Consultants are busy assisting these extra-hungry buyers, a growing number of opportunistic sellers are realising the unique advantage in selling before April, knowing that competition to buy is unlikely to be this strong again all year.

All in all, it's been an extremely busy and positive start to the year and I would like to take this opportunity to wish you the very best in 2016.

I'm off for a jog with Jean now!

*Andy*

### ANDY THOMPSON, AUCTION CONSULTANT

0161 443 4740 / 07530 704 234

[andy.thompson@edwardmellor.co.uk](mailto:andy.thompson@edwardmellor.co.uk)

[edwardmellor.co.uk/auction](http://edwardmellor.co.uk/auction)

@AndyT\_\_\_ / @MellorAuction



# ORDER OF SALE

# AUCTION STARTS 2pm REGISTRATION FROM 1pm



LOT	AREA	ADDRESS	DESCRIPTION
1	Abbey Hey	3 Violet Street	Two bedroom terrace property
2	Edgeley	9 Ingleton Road	Two bedroom semi-detached property
3	Crumpsall	41 Birch Road	Three bedroom terrace property
4	Moss Side	7 Henbury Street	Two bedroom terrace property
5	Moss Side	137 Cowesby Street	Two bedroom terrace property
6	Moston	48 Attleboro Road	Two bedroom terrace property
7	Moston	8 Rockland Walk	Three bedroom end terrace property
8	Blackley	61 Grange Park Avenue	Three bedroom terrace property
9	Accrington	12 Dineley Street	Two bedroom terrace property
10	Failsworth	41 Brown Street	Two bedroom terrace property
11	Gorton	106 Heathcote Road	Two bedroom mid-terrace property
12	Sale	Building plot, 13 Rivershill	Residential development opportunity
13	Crumpsall	7 Clifdale Drive	Three bedroom terrace property
14	High Lane	22 Buxton Road	Two bedroom terrace property
15	Heald Green	46 Bruntwood Avenue	Three bedroom semi-detached property
16	Hyde	65 Ashworth Road	Three bedroom terrace property
17	Accrington	65 Spring Hill Road	Two bedroom terrace property
18	Crumpsall	107 Cleveland Road	Two bedroom terrace property
19	Bury	36 Somerset Drive	Three bedroom semi-detached property
20	Stockport	26 River Street	Two bedroom mid-terrace property
21	Stockport	2 Greek Street	Office building with potential for improvement/ conversion STP
22	Rusholme	35 Markington Street	Three bedroom mid-terrace property
23	Bolton	74 Union Road	Three bedroom terrace property
24	Oldham	593 Hollins Road	Two bedroom terrace property
25	Rusholme	35a Viscount Street	Two bedroom end terrace property
26	Burnley	43 Evelyn Street	Two bedroom terrace property
27	Wigan	33 Knowsley Street	Two storey salon with yard and parking
28	Moston	95 Hillier Street North	Terraced property split into two flats
29	Liverpool	25 Cockshead Road	Three bedroom end terrace property
30	Salford	8 Southam Street	Two bedroom recently refurbished terrace property
31	Whalley Range	52 York Avenue	Mixed use commercial investment property
32	Bolton	24 Merrion Street	Two bedroom terrace property
33	Salford	190 Langworthy Road	Two storey commercial investment property with cellars
34	Openshaw	27 Alder Moor Close	Three bedroom modern end mews for improvement
35	Burnley	164 Oxford Road	Four renovated one bedroom apartments with land to rear
36	Wrexham	Plot 21 Summerfields	Small parcel of land
37	Birkenhead	Plot 2 Land to south side of Hinderton Road	Small parcel of land
38	Birkenhead	Land to south side of Hinderton Road	Small parcel of land
39	Birkenhead	Plot 3 Land to south side of Hinderton Road	Small parcel of land

LOT	AREA	ADDRESS	DESCRIPTION
40	Swinton	382 Worsley Road	Five bedroom detached property with attached house
41	Accrington	78 Willows Lane	Two bedroom terrace property
42	Rochdale	407 Queensway	Two bedroom terrace property
43	Dukinfield	102 Park Road	Vacant takeaway and office
44	Accrington	54 Hopwood Street	Two bedroom terrace property
45	Bolton	17 Caledonia Street	Two bedroom terrace property
46	Longsight	11 Grasmere Street	Two bedroom mid-terrace property
47	Bury	16 St Annes Road	Two bedroom terrace property
48	Urmston	2 Irlam Road	Six self contained flats
49	Bolton	21 Gerrard Street	Two bedroom terrace property
50	Denton	96 Town Lane	Development site with planning permission for eight apartments
51	Rochdale	23 Major Street	Three bedroom semi-detached property
52	Denton	6 Victoria Street	Tenanted mixed use investment property
53	Rochdale	25 Cumberland Road	Two bedroom semi-detached property
54	Ashton-under-lyne	James Howe Mill	Large three storey multi let building
55	Little Hulton	28 Newgate Drive	Three bedroom terrace property
56	Wigan	1-3 Ince Green Lane	Vacant former store with PP for development
57	Bolton	134 St Germain Street	Two bedroom terrace property
58	Ashton-under-lyne	200 Burlington Road	Four bedroom town house
59	Rochdale	8 Cumberland Road	Two bedroom semi-detached property
60	Wigan	12 Arundel Street	Three bedroom terrace property
61	Northenden	299a Palatine Road	Two bedroom flat
62	Irlam	Larkhill Farm, Astley Road	Farmhouse, barn and circa 9 Acres
63	Stockport	59-61 Wellington Road South	Double fronted retail premises on busy A6 close to train station
64	Hyde	8 & 8a Reynold Street	Mixed use investment in Town Centre location
65	Bury	678 Manchester Road	Three bedroom terrace property
66	Bacup	6 Ashworth Street	Two bedroom terrace property
67	Moston	9 Amos Street	Three bedroom terrace property
68	Droylsden	Flat 6 Stuart House, King Street	Tenanted one bedroom second floor flat
69	Droylsden	Flat 9 Stuart House, King Street	Tenanted one bedroom second floor flat
70	Gorton	23 Pinnington Road	Two bedroom mid-terrace property
71	Gorton	820 & 822 Hyde Road	Pair of interconnecting retail units with rooms over
72	St Helens	34 Gunning Avenue	Four/Five bedroom semi-detached property
73	Gorton	526 Hyde Road	Mixed use investment property on busy main road
74	Old Trafford	12 Milner Street	Three bedroom mid-terrace for improvement
75	Worsley	16 Barton Road	Three bedroom cottage with planning for attached cottage
76	Longsight	22 Leedale Street	Substantial four bedroom end terrace property
77	Moston	29 Spreadbury Street	Two bedroom terrace property
78	Moston	32 Melbourne Street	Three bedroom end terrace property

# DO YOU NEED HELP WITH BUYING A PROPERTY FROM AUCTION?



Whether you're a First Time Buyer or a seasoned investor, our expert Auction Consultant, Andy Thompson, is on hand to guide you through the whole auction process from start to finish.



If you would like to talk to Andy about buying at auction, call 0161 443 4740

 [andy.thompson@edwardmellor.co.uk](mailto:andy.thompson@edwardmellor.co.uk)

 @MellorAuction

"Having missed out on a couple of properties with local estate agents, I decided to look into auctions. After reading Andy's blog that mentioned the success of a recent First Time Buyer at auction, I arranged to meet him to see if he could help me too.

Andy was great and talked me through the whole buying process and even though I was eager to buy the property as soon as possible, he made sure that I had everything in order first and didn't take unnecessary risks. He also put me in touch with Rachel who is the Financial Advisor working with Edward Mellor Auctions. She arranged my mortgage really quickly, knowing that I was in a rush.

Having someone with Andy's knowledge on hand every day makes a huge difference and the whole process from meeting him to exchanging contracts (including getting a full mortgage offer) took less than a week. I can't wait to get the keys now!

I would wholeheartedly recommend Andy and the team at Edward Mellor if you're looking to buy property from auction."

Mr Kamran - Auction buyer Dec 2015

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LOT  
1

GUIDE PRICE: £54,000+



### 3 Violet Street, Abbey Hey, Manchester M18 8TU

Two bedroom terrace property.

<b>Directions</b>	Off Abbey Hey Lane, off Chapman Street, off Hyde Road (A57)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen with built in oven and hob, bathroom First floor: Two bedrooms Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - Let on an AST from 18/8/2015 at £450 pcm. Vacant possession can be granted from 20/03/16 if the buyer so wishes
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

LOT  
2

GUIDE PRICE: £90,000+



### 9 Ingleton Road, Edgeley, Stockport SK3 9NN

Two bedroom semi detached property.

<b>Directions</b>	Off Northgate Road, Off Edgeley Road (B5465).
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant upon completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
3

GUIDE PRICE: £65,000+

### 41 Birch Road, Crumpsall, Manchester M8 5RT

Three bedroom terrace property.



<b>Directions</b>	Off Delauneys Road, off Crumpsall Lane, off Middleton Road (A576)
<b>Accommodation</b>	Not inspected Ground floor: Hall, Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £80,000+

LOT  
5

### 137 Cowesby Street, Moss Side, Manchester M14 4UN

Two bedroom terrace property.



<b>Directions</b>	Off Claremont Road, Off Princess Road (A5103).
<b>Accommodation</b>	Ground floor: Entrance, hall, lounge, dining room, kitchen First floor: Two bedrooms, study, bathroom Exterior: Rear yard
<b>Note</b>	Double glazed and central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
4

GUIDE PRICE: £67,000+

### 7 Henbury Street, Moss Side, Manchester M14 7JE

Two bedroom terrace property.



<b>Directions</b>	Off Lloyd Street South, off Claremont Road, off Princess Road (A5103)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £58,000+

LOT  
6

### 48 Attleboro Road, Moston, Manchester M40 5EN

Two bedroom terrace property.



<b>Directions</b>	Off Egbert Street, Off Lightbourne Road (B6393).
<b>Accommodation</b>	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Double glazed and electric heating.
<b>EPC Rating</b>	F
<b>Possession</b>	Tenanted - let on an AST from 1st January 2015 at £490 pcm
<b>Viewing</b>	Auction Department 0161 443 4740



LOT  
7

GUIDE PRICE: £55,000+



### 8 Rockland Walk, Moston, Manchester M40 0HX

Three bedroom end terrace property.

<b>Directions</b>	Located off Pleasington Drive off Lightbowne Road
<b>Accommodation</b>	Ground floor: Porch, hallway with storage, downstairs cloakroom and WC, open plan living space comprising lounge and dining area and large fitted kitchen. First floor: Three bedrooms, bathroom, access to loft space via drop down ladder Exterior: Gardens to three sides, pavement access to front and rear of house
<b>Notes</b>	Double glazing, central heating
<b>EPC rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

GUIDE PRICE: £68,000

LOT  
8



### 61 Grange Park Road, Blackley, Manchester M9 7AN

Three bedroom terrace property.

<b>Directions</b>	Off Hall Moss Road/Colmore Drive, Off Victoria Avenue East (A6104).
<b>Accommodation</b>	Ground Floor: Lounge, kitchen First Floor: Three bedrooms, bathroom External: Rear garden
<b>Note</b>	Gas central heating and double glazed
<b>EPC rating</b>	D
<b>Possession</b>	Tenanted - please refer to the legal pack for further details
<b>Viewing</b>	Auction department 0161 443 4740

GUIDE PRICE: £25,000+

LOT  
9



### 12 Dineley Street, Church, Accrington BB5 4JG

Two bedroom terrace property.

<b>Directions</b>	Off Barnes Street, Off Henry Street, Off Dunkenhalgh Way (A6185).
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear garden
<b>Note</b>	Gas central heating.
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion.
<b>Viewing</b>	Auction Department on 0161 443 4740

LOT  
10

GUIDE PRICE: £49,000+



## 41 Brown Street, Failsworth, Manchester M35 0AX

Two bedroom terrace property.

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

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GUIDE PRICE: £55,000

LOT  
11



## 106 Heathcote Road, Gorton, Manchester M18 7GL

Two bedroom mid-terrace property.

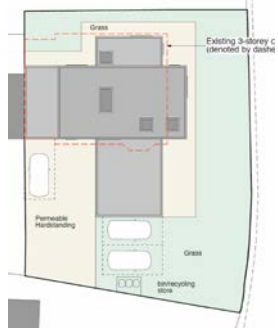
Directions	Located off Mount Road
Details	Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Small front garden, yard to rear
Notes	Double glazed, central heating
EPC rating	D
Possession	Tenanted at £495.36 per calendar month. We are advised that the landlord of the property does not hold deposits.
Viewing	Viewings are available strictly by appointment with the Auction department 0161 443 4740

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LOT  
12

GUIDE PRICE: £250,000+



## Building Plot, 13 Rivershill, Sale M33 6JS

Residential development opportunity on site circa 0.11 Acres.

<b>Directions</b>	Rivershill is located off Glebelands Road off Cross Street (A56)
<b>Overview</b>	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.
<b>Planning</b>	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. The vendor advises us that planning will be passed on the 2nd February at the council meeting.
<b>Notes</b>	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.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	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: £80,000+

LOT  
13



## 7 Clifdale Drive, Crumpsall, Manchester M8 4QF

Three bedroom terrace property.

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

LOT  
14

GUIDE PRICE: £115,000+



## 22 Buxton Road, High Lane, Stockport SK6 8BH

Two bedroom terrace property.

<b>Directions</b>	Located on the A6 on the right hand side opposite High Lane Park.
<b>Accommodation</b>	Ground Floor: Entrance porch, living room, dining kitchen First Floor: Bedroom, large bathroom with four-piece suite Second Floor: Bedroom Externally: garden fronted, garden to rear
<b>Note</b>	Gas central heating and double glazed
<b>EPC rating</b>	D
<b>Possession</b>	Vacant possession on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £185,000+

LOT  
15



## 46 Bruntwood Avenue, Heald Green, Cheadle SK8 3RU

Three bedroom semi detached property.

<b>Directions</b>	Off Styal Road (B5166)
<b>Accommodation</b>	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
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £55,000+

LOT  
16



## 65 Ashworth Lane, Mottram, Hyde SK14 6PZ

Three bedroom terrace property.

<b>Directions</b>	Off Stockport Road (A560)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear.
<b>Note</b>	Partial double glazed and gas central heating
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



LOT  
17

GUIDE PRICE: £25,000+



### 65 Spring Hill Road, Accrington BB5 0EX

Two bedroom terrace property.

**Directions** Off Moscow Mill Street, off Union Road (B6231)

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

**Note** Gas central heating

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

GUIDE PRICE: £78,000+

LOT  
18



### 107 Cleveland Road, Crumpsall, Manchester M8 4GX

Two bedroom terrace property.

**Directions** Off Delaunays Road, off Crumpsall Lane

**Accommodation** Ground floor: Hall, lounge, beautifully re-fitted kitchen, utility room, cellar  
First floor: Two bedrooms, newly re-fitted bathroom  
Exterior: Larger than average rear garden

**Note** Gas central heating and double glazing. Ideal for landlords as "ready to go"

**EPC Rating** D

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

LOT  
19

GUIDE PRICE: £95,000+



### 36 Somerset Drive, Bury BL9 9DQ

Three bedroom semi-detached property.

<b>Directions</b>	Off Market Street, off Parkhills Road, off Manchester Road (A56)
<b>Accommodation</b>	Ground floor: Entrance porch, cloakroom/WC, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway, garage
<b>Note</b>	Gas central heating and double glazing. No pre-auction offers will be considered on this lot. The vendor of this property is a director of Edward Mellor Ltd
<b>EPC Rating</b>	E
<b>Viewing</b>	Auction Department 0161 443 4740
<b>Possession</b>	Vacant on completion

LOT  
20

GUIDE PRICE: £85,000+



### 26 River Street, Portwood, Stockport SK1 2QL

Two bedroom mid-terrace property.

<b>Directions</b>	Located off Charlotte Street, off Carrington Road near Vernon Park
<b>Details</b>	Ground floor: Living room, refitted dining kitchen, refitted utility room First floor: Two bedrooms, refitted bathroom Exterior: Small front garden enclosed rear yard with out houses
<b>Notes</b>	Double glazed, central heating
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



LOT  
21

GUIDE PRICE: £175,000



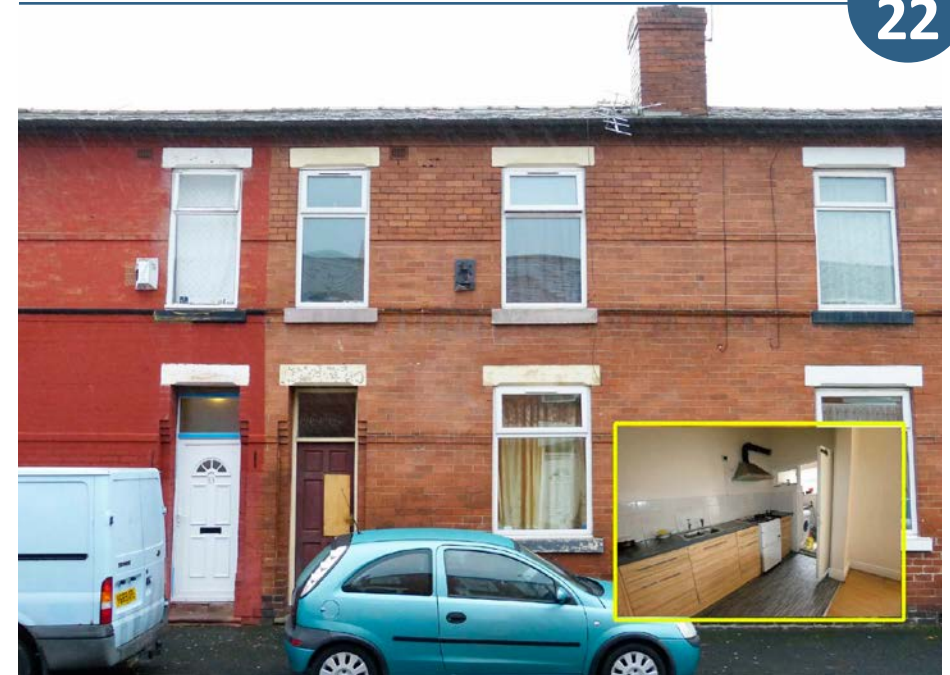
## 2 Greek Street, Stockport SK3 8AB

437 sq m (4,703 sq ft) Building with potential for conversion STP.

<b>Directions</b>	Located at the traffic light junction of Wellington Road South (A6) and Greek Street, opposite Stockport Art Gallery.
<b>Ground floor</b>	Circa 140 sq m (1,500 sq ft) in three offices plus fitted kitchen/staff room to rear
<b>First floor</b>	123 sq m (1,320 sq ft) in 6 offices, plus fitted male and female WCs
<b>Second floor</b>	12 sq m (130 sq ft) Office and access to loft space/storage, staircase to rear exit
<b>Basement</b>	145 sq m (1,560) in five chambers
<b>Exterior</b>	Car parking area to rear for 2/3 vehicles
<b>Planning</b>	The premises may suit alternative uses subject to the relevant permission and interested parties are advised to make their own enquiries directly to Stockport Metropolitan Council Planning Department on 0161 474 3896.
<b>EPC rating</b>	D
<b>Notes</b>	Air conditioning throughout and CAT B lighting, telephone and internet points.
<b>Viewing</b>	Auction department 0161 443 4740

GUIDE PRICE: £80,000+

LOT  
22



## 35 Markington Street, Rusholme, Manchester M14 7JB

Three bedroom mid-terrace property.

<b>Directions</b>	Located off Lloyd Street South close to junction with Clarendon Road
<b>Details</b>	Not inspected but reported to be: Ground floor: Two reception rooms, kitchen, utility room First floor: Three bedrooms, bathroom Exterior: Yard to rear
<b>Notes</b>	Double glazing, central heating. EPC rating E
<b>Possession</b>	The property is currently tenanted, the tenant paying no rent. The buyer is to purchase with the encumbrance of the tenancy which is holding over.
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
23

GUIDE PRICE: £48,000

### 74 Union Road, Bolton BL2 2DR

Three bedroom terrace property.

<b>Directions</b>	Off Tonge Moor Road (A676)
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing. Planning was granted for 45 homes on the land opposite on 3/12/14; application no 93241/14
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - Let on a AST from 1/12/2016 at £500 pcm
<b>Viewing</b>	Auction Department 0161 443 4740



GUIDE PRICE: £85,000

LOT  
25

### 35a Viscount Street, Rusholme, Manchester M14 5UH

Two bedroom end terrace property.

<b>Directions</b>	
<b>Accommodation</b>	Reported to be: Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazed windows
<b>EPC rating</b>	D
<b>Possession</b>	Tenanted - let on a six month AST from 20/11/ 2013 at £550 pcm
<b>Viewing</b>	Viewings may be possible. Auction Department 0161 443 4740



LOT  
24

GUIDE PRICE: £40,000+

### 593 Hollins Road, Oldham OL8 3UT

Two bedroom terrace property.

<b>Directions</b>	On Hollins Road (A6104)
<b>Accommodation</b>	Ground Floor: Lounge, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>Note</b>	Part double glazing and gas central heating
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



GUIDE PRICE: £19,000+

LOT  
26

### 43 Evelyn Street, Burnley BB10 1QA

Two bedroom terrace property.

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





LOT  
27

GUIDE PRICE: £85,000+



### 33 Knowsley Road, Wigan WN6 7PZ

Two storey salon with yard and parking.

<b>Directions</b>	Knowsley Road off Beech Hill Avenue
<b>Details</b>	Ground floor: 78 sq m (840 sq ft) trading/retail/office space, currently comprising reception area, five enclosed tanning rooms, treatment room and spray tan room, kitchen and WC. First floor: 20 sq m (215 sq ft) landing and three rooms Exterior: Generous plot with gated access to side driveway and parking to front and rear for several vehicles
<b>Notes</b>	The property is in good order throughout and may suit alternative uses subject to the necessary consents. Roller shutters to front and rear. All interested parties are advised to consult with the local planning department at Wigan Council directly. EPC rating G.
<b>Possession</b>	The premises are sold with vacant possession, The fixtures and fittings are available under separate negotiation and any fixtures and fittings left in the property at completion will remain.
<b>Viewings</b>	Auction department 0161 443 4740

GUIDE PRICE: £80,000+

LOT  
28



### 95 Hillier Street North, Moston, Manchester M9 4JB

Terraced property split into two flats.

<b>Directions</b>	Off Moston Lane, Off Rochdale Road (A664).
<b>Accommodation</b>	Ground floor flat: Living space/kitchen, two bedrooms and bathroom. First floor flat: Living space/kitchen, two bedrooms and bathroom. Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing.
<b>EPC Rating</b>	On order.
<b>Possession</b>	Tenanted - Both let on a six/twelve month AST from August/September at £425 & £350 pcm.
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
29

GUIDE PRICE: £65,000+



## 25 Cockshead Road, Belle Vale, Liverpool L25 2RA

Three bedroom end terrace.

<b>Directions</b>	Cockshead Road off Hartsbourne Avenue
<b>Accommodation</b>	Ground floor: Porch, hallway, living room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to three sides, garage
<b>Notes</b>	Double glazed, central heating system (not tested), suitable for cash buyers only.
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

GUIDE PRICE: £65,000

LOT  
30



## 8 Southam Street, Salford M7 4DY

Two bedroom recently refurbished terrace property.

<b>Directions</b>	Located off Marsland Street North off Great Cheetham Street East
<b>Accommodation</b>	Ground floor: Living room, refitted dining kitchen First floor: Two bedrooms, refitted bathroom Exterior: Yard to rear
<b>Notes</b>	Double glazing, central heating, freehold
<b>EPC rating</b>	C
<b>Possession</b>	Sold subject to a 12 month tenancy agreement, reported at £500 per calendar month, full lease details to be contained within the on line legal pack.
<b>Viewing</b>	Viewings can be arranged strictly by appointment with the Auction Department 0161 443 4740



LOT  
31

GUIDE PRICE: £140,000+



### 52 York Avenue, Whalley Range/Chorlton, Manchester M16 0AG

Mixed use commercial investment property.

<b>Directions</b>	Located off Clarendon Road or Milton Grove, on corner of Alport Avenue opposite Manley Park on the Whalley Range/Chorlton Border
<b>Details</b>	Ground floor: 45 sq m (485 sq ft) self-contained retail premises with shop area, office and staff area/WC First floor: (Access from side) Living room, kitchen, bedroom, bathroom Exterior: Garage and small yard
<b>Notes</b>	The flat is double glazed and centrally heated
<b>EPC ratings</b>	Shop E, flat E
<b>Possession</b>	The premises are leased as follows: Shop: FRI lease for 3 years from 12th November 2015 at £6,900 per annum Flat: Six month AST from 6th August 2015 at £450 per month
<b>Viewing</b>	Refer to Auction Department 0161 443 4740 tenants must not be disturbed.

GUIDE PRICE: £50,000+

LOT  
32



### 24 Merrion Street, Farnworth, Bolton BL4 7LG

Two bedroom terrace property.

<b>Directions</b>	Off Lorne Street, off Egerton Street (A575)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
33

GUIDE PRICE: £95,000+



## 190 Langworthy Road, Salford M6 5PP

Two storey commercial investment property with cellars.

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

GUIDE PRICE: £90,000+

LOT  
34



## 27 Alder Moor Close, Openshaw, Manchester M11 1GF

Three bedroom modern end mews for improvement.

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



**LOT  
35**

**GUIDE PRICE: £150,000+**



**164 Oxford Road, Burnley BB11 3HB**

Property of four renovated one bedroom apartments and land to rear.

<b>Directions</b>	Off Todmorden Road (A671).
<b>Accommodation</b>	NOT INSPECTED Ground Floor: Communal hallway, Flat 1 - bedroom, bathroom, open plan kitchen-lounge Flat 2 - bedroom, bathroom, open plan kitchen-lounge . First Floor: Flat 3 - bedroom, shower room, open plan kitchen-lounge Flat 4 - bedroom, bathroom, open plan kitchen-lounge Externally: Small plot of land with planning for erection of 4no. garages. Planning was granted on 1/7/15; application number APP/2015/0187.
<b>Notes</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

Plots 1, 2 & 3 Land To South Of, Hinderton Road, Birkenhead CH41 9AF.  
Plot 21, Summerfields, Rhostyllen, Wrexham LL14 4EU

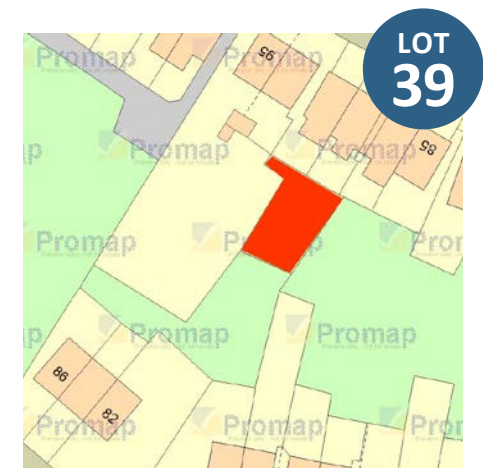
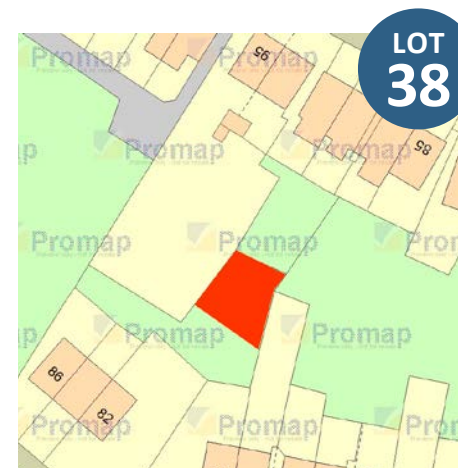
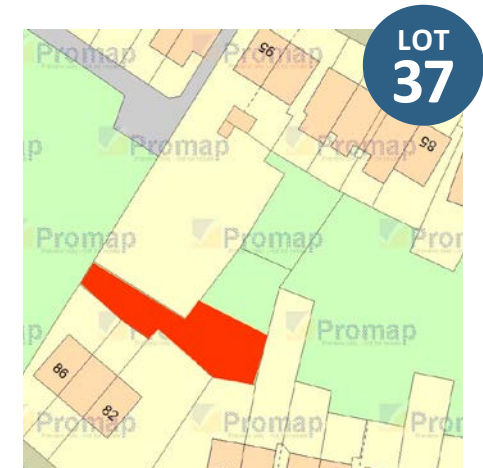
**Various parcels of land**

Details:

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

Notes:

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



LOT  
40

GUIDE PRICE: £550,000



### 382 Worsley Road, Swinton, Manchester M27 0FH

Five bedroom detached property with attached annex.

<b>Directions</b>	Worsley Road, close to The White Horse Public House
<b>Accommodation</b>	Ground floor: Hallway, two reception rooms, orangery, downstairs shower room (former gym), kitchen/dining room, First floor: Four bedrooms, master bedroom having en-suite and balcony to rear, family bathroom
<b>Attached flat</b>	Ground floor: Living room open plan to kitchen, bedroom, bathroom
<b>Exterior</b>	Block-paved drive on-drive off driveway, stone flagged patio areas to side, gardens to rear.
<b>Notes</b>	Double-glazed, central heating, EPC rating D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 43 4740

GUIDE PRICE: £30,000+

LOT  
41



### 78 Willows Lane, Accrington BB5 0RT

Two bedroom end terrace property.

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

GUIDE PRICE: £40,000+

LOT  
42



### 407 Queensway, Rochdale OL11 2LZ

Two bedroom terrace property.

<b>Directions</b>	Located on the lower part Queensway (A664) close to Malcolm Street
<b>Accommodation</b>	Ground Floor: Entrance, lounge, dining room, kitchen First Floor: Two bedrooms, bathroom Exterior: Rear yard. Parking space to the rear of Queensway
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



LOT  
43

GUIDE PRICE: £64,000+



## 102 Park Road, Dukinfield SK16 5LL

Former takeaway/sandwich bar with rooms over.

<b>Directions</b>	Located on Park Road (B6445)
<b>Details</b>	Ground floor: Counter sales, servery, rear prep room and kitchen to include chiller cabinets and commercial catering equipment. Covered rear yard. First floor: Office and bathroom. Exterior: Parking space to side.
<b>Notes</b>	The property is majority double glazed and has air conditioning. To be sold as seen. EPC rating E. Roller shutters to front door and window, roller shutter to rear door.
<b>Planning</b>	The premises may suit alternative uses or redevelopment subject to the necessary consents
<b>Possession</b>	Vacant on completion, commercial catering equipment sold with property.
<b>Viewing</b>	Auction department 0161 443 4740

GUIDE PRICE: £35,000+

LOT  
44



## 54 Hopwood Street, Accrington BB5 0QF

Two bedroom terrace property.

<b>Directions</b>	Off Hopwood Street, off Clifton Street, off Ormerod Street, off Willows Lane
<b>Accommodation</b>	Not inspected Ground floor: Hall, Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £50,000+

LOT  
45



## 17 Caledonia Street, Bolton BL3 4DA

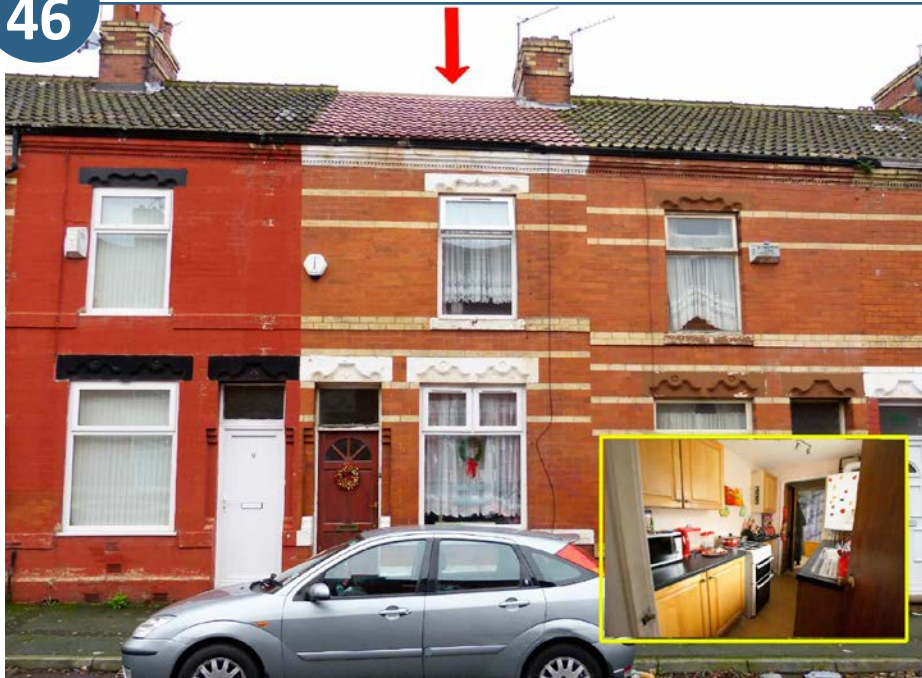
Two bedroom terrace property.

<b>Directions</b>	Off Hibernia Street, off Melbourne Road, off Wigan Road (A676)
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



LOT  
46

GUIDE PRICE: £60,000+



## 11 Grasmere Street, Longsight, Manchester M12 5TE

Two bedroom mid-terrace property.

<b>Directions</b>	Located off Hemmons Road in small cul-de-sac.
<b>Accommodation</b>	Not inspected but reported to be: Ground floor: Living room, kitchen First floor: Two bedrooms, bathroom Exterior: Yard to rear
<b>Notes</b>	Double glazing, central heating
<b>EPC rating</b>	D
<b>Possession</b>	Tenanted. We are advised that the landlord of the property does not hold deposits, please refer to the legal pack for further information
<b>Viewing</b>	Auction department 0161 443 4740

GUIDE PRICE: £58,000+

LOT  
47



## 16 St Annes Street, Bury BL9 6LP

Two bedroom terraced property.

<b>Directions</b>	Off Chesham Road, off Walmersley Road (A56)
<b>Accommodation</b>	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
48

GUIDE PRICE: £675,000+



## 2 Irlam Road, Urmston, Manchester M41 6JP

Six self contained flats within this period semi-detached property.

<b>Directions</b>	Off Flixton Road (B5158).
<b>Accommodation</b>	Accommodation is arranged over four floors. Internal: 5 x 2 bedroom flats (513 - 576 sq ft approx) and a 1 x 1 bedroom flat (432 sq ft approx) External: The property is set within a generous plot with surrounding communal gardens Parking: Off road parking
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C, D & E.
<b>Possession</b>	Tenanted - all flats are let on AST. Please refer to the legal pack for further details Current rental income believed to be £3,415 pcm
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £52,000+

LOT  
49



## 21 Gerrard Street, Kearsley, Bolton BL4 8BG

Two bedroom terrace property.

<b>Directions</b>	Off Church Road, off Market Street (A6053)
<b>Accommodation</b>	Ground Floor: Lounge, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
<b>EPC rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



LOT  
50

GUIDE PRICE: £200,000+



## 96 Town Lane, Denton, Manchester M34 2DD

Development site with planning permission for eight apartments.

<b>Directions</b>	On Town Lane close to Melbourne Street in a predominantly residential location.
<b>Details</b>	Former industrial building over two floors with car parking and yard space
<b>Planning</b>	Planning has been approved for demolition of the existing industrial building and redevelopment of the site for a total of 8 one and two bedroom apartments in two 2 storey blocks with associated car parking, ref: 15/00094/FUL
<b>Notes</b>	EPC exempt, the adjacent occupier enjoys a right of way to the side of the building for limited rear access.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £69,000+

LOT  
51



## 23 Major Street, Milnrow, Rochdale OL16 3JZ

Three bedroom semi detached property.

<b>Directions</b>	Off Chapel Gate, off Dale Street, off Bridge Street, off Elizabethan Way (A640).
<b>Accommodation</b>	Not inspected Ground floor: Entrance hall, lounge, kitchen diner First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing.
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - Let on a six month AST from 11/12/2016 at £550 pcm
<b>Viewing</b>	Auction Department 0161 443 4740



LOT  
52

GUIDE PRICE: £130,000+



## 6 Victoria Street, Denton, Manchester M34 3JQ

Tenanted mixed use investment property income circa £16,900 PA .

<b>Directions</b>	Located in busy parade of shops in Denton Town Square
<b>Details</b>	Not inspected but report to be: Ground floor: Retail premises let to long term tenant First floor: Three separate flats let on various agreements
<b>Notes</b>	Flats have double glazing, central heating. The internal communal lighting which is operated by P.I.R sensor is connected to the mains supply for flat 1. Running cost is circa £5 per month which the landlord deducts from the rent.
<b>EPC ratings</b>	Flat 1, D. Flat 2, E. Flat 3, E
<b>Possession</b>	We are advised that the property is let on on various agreements at a total combined annual income of 16,984.96 per annum. All lease details will be provided in the legal pack.
<b>Viewing</b>	External viewing only

GUIDE PRICE: £45,000+

LOT  
53



## 25 Cumberland Road, Rochdale OL11 2RP

Two bedroom semi detached property.

<b>Directions</b>	Off Ruskin Road, off Balderstone Road, off Oldham Road (A671)
<b>Accommodation</b>	Not inspected Ground floor: Entrance, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
<b>Note</b>	Gas central heating and double glazed windows
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - let on a twelve month AST from 24/5/2014 at £450 pcm
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

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GUIDE PRICE: £195,000+

LOT  
54



### James Howe Mill, Lord Street, Ashton-under-lyne OL6 8LS

Large three storey multi let building in 10 units, part income producing.

Directions	Located on Lord Street/Turner lane
Details	The mill lies in Ashton Under Lyne in a predominantly residential location close to Ashton Town Centre. The premises are a mix of two and three storey accommodation in 10 units which are partially let.
Tenancies	The full tenancy details are to be included in the legal pack the current passing rent we are advised is in excess of £16,000 per annum
Notes	There are 7 units currently vacant. The telecommunications masts are not included in the sale.
Possession	Part tenanted, part vacant- refer to legal pack for current possession.
Viewing	Auction department 0161 443 4740

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LOT  
55

GUIDE PRICE: £62,000+



**28 Newgate Drive, Little Hulton, Manchester M38 9SH**  
Three bedroom terraced property.

<b>Directions</b>	Off Wellstock Lane, Off Old Lane, Off Cleggs Lane (A5082).
<b>Accommodation</b>	Ground floor: Entrance, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear, driveway.
<b>Note</b>	Gas central heating and double glazed
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £60,000

LOT  
56



**1-3 Ince Green Lane, Ince, Wigan WN2 2AR**  
Vacant former general store with PP for development.

<b>Directions</b>	Located on busy main road off Manchester Road on the corner of Lord Street
<b>Details</b>	Ground floor: Retail and storage space, kitchen/staff room 96 sq m (1,033 sq ft) First floor: Storage 15 sq m (160 sq ft)
<b>Notes</b>	Planning permission A/13/77890: application to replace an extant planning application in order to extend the time limit relating to application reference A/10/73886 - To erect building to be used as retail unit at ground floor and 2 bed self contained flat at first floor after demolition of existing building. The premises may be suitable for alternative uses and all parties are advised to consult with the local planning department at Wigan Council directly.
<b>EPC rating</b>	
<b>Possession</b>	Vacant on completion, property sold as seen.
<b>Viewing</b>	Auction department 0161 443 4740



LOT  
57

GUIDE PRICE: £48,000+



**134 St Germain Street,  
Farnworth, Bolton BL4 7BL**

Two bedroom terrace property.

<b>Directions</b>	Off Heaton Avenue, off Harrowby Street, off Sutherland Street, off Glynne Street (B6199)
<b>Accommodation</b>	Ground floor: Lounge, kitchen, lean to First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
58

GUIDE PRICE: £130,000+



**200 Burlington Street, Ashton-under-lyne OL7 0AE**

Four bedroom town house.

<b>Directions</b>	Off Margaret Street, Off Park Parade (A635).
<b>Accommodation</b>	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.
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	B
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

GUIDE PRICE: £45,000+

LOT  
59



**8 Cumberland Road, Rochdale OL11 2RP**

Two bedroom semi detached property.

<b>Directions</b>	Off Ruskin Road, Off Balderstone Stoad, Off Oldham Road (A671).
<b>Accommodation</b>	Not inspected Ground floor: Entrance, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
<b>Note</b>	Gas central heating and double glazing.
<b>EPC Rating</b>	D
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed.
<b>Possession</b>	Tenanted - let on a six/twelve month AST from 29/12/2014 at £425 pcm.

LOT  
60

GUIDE PRICE: £48,000+



## 12 Arundel Street, Newtown, Wigan WN5 9BQ

Three bedroom end terrace property.

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

GUIDE PRICE: £75,000+

LOT  
61



## 299a Palatine Road, Northenden, Manchester M22 4HH

Two bedroom flat over shop.

Directions	Located on Palatine Road close to Mill Lane and St Hilda's Road
Accommodation	Access from Mill Lane side street. First floor: Lounge, kitchen, two bedrooms, bathroom. Second floor: Attic/study room
Notes	Central heating, double glazing.
EPC rating	D
Possession	The property is sold with a long term tenant in-situ, lease details advised as AST agreement producing £6,060 per annum, details will be provided in legal paperwork
Viewing	Viewings may be available strictly by appointment only call 0161 443 4740



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LOT  
62

GUIDE PRICE: £450,000



**Larkhill Farm, Astley Road, Chat Moss, Irlam, Manchester M44 5LS**  
Farmhouse and barn in rural location.

<b>Directions</b>	From Liverpool Road in Irlam (B5320) fairly close to the Tramway Road turn onto Astley Road and continue over the bridge across the M62 past both Woodstock and Hope Cottage Farm until you see the sign for the farm on your right hand side.
<b>Accommodation</b>	Ground Floor: Reception hallway, reception room, family room, farmhouse kitchen, conservatory, utility room, downstairs shower room. Steps down to further reception room/guest bedroom with en-suite wet room. First Floor: Three bedrooms, family bathroom. Large barn with partial conversion as former farm shop, now with PP for residential dwelling on part.
<b>Planning</b>	The barn had been used in part as a farm shop with a commercial yard area to the rear. Any parties interested in change of use or current planning are advised to consult with the local planning department directly.
<b>Notes</b>	Mains electricity and gas, septic tank. EPC rating F. Refer to legal pack for title plan and boundaries in full.
<b>Possession</b>	Vacant possession
<b>Viewing</b>	Strictly by appointment only with the auctioneers 0161 443 4740

GUIDE PRICE: £115,000+

LOT  
63



**59 – 61 Wellington Road South, Stockport SK1 3RU**  
Double fronted retail premises on busy A6 close to train station.

<b>Directions</b>	Located on the busy A6 close to rail station and Town Hall
<b>Details</b>	Ground floor: Retail zone A, B, C with store room, staff and public WCs, 122 sq m (1,313 sq ft) First floor (not inspected) 65 sq m (700 sq ft) Basement: Cellar chambers below both sides Exterior: Parking area to rear
<b>Notes</b>	The property requires extensive refurbishment and the upper floor has no staircase access from previous tenancy (bookmakers)
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



LOT  
64

GUIDE PRICE: £85,000



## 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

GUIDE PRICE: £77,500+

LOT  
65

## 678 Manchester Road, Bury BL9 9TQ

Three bedroom terrace property.

Directions	Off Leyland Street, off Manchester Road (A56)
Description	Ground Floor: Hall, lounge, dining room, kitchen First Floor: Two bedrooms, bathroom Second Floor: Loft Room Externally: Front & rear yard
EPC rating	F
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



GUIDE PRICE: £37,000+

LOT  
66

## 6 Ashworth Street, Bacup OL13 9LS

Two bedroom terrace property.

Directions	Off Zion Street, off St James Square (A671)
Accommodation	Ground Floor: Lounge, kitchen First Floor: Two bedrooms, bathroom Externally: Rear yard
EPC rating	D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



LOT  
67

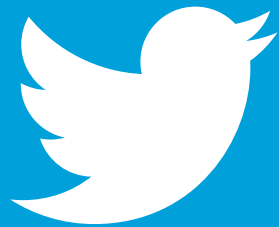
GUIDE PRICE: £65,000+

## 9 Amos Street, Moston, Manchester M9 4WL

Three bedroom terrace property.



<b>Directions</b>	Off Church Lane, Off Roachdale Road (A664).
<b>Accommodation</b>	Not inspected Ground floor: Entrance, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Partial double glazed and gas central heating
<b>EPC Rating</b>	C
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed.
<b>Possession</b>	Tenanted - let on a six month AST from 18/12/2012 at £550 pcm



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GUIDE PRICE: £40,000+

LOT  
68



## Stuart House, Flat 6 King Street, Droylsden, Manchester M43 6DW

Tenanted one bedroom second floor flat

<b>Directions</b>	Off Market Street, off Manchester Road (A662).
<b>Accommodation</b>	Not Inspected Ground Floor: Intercom entry phone system Second Floor: Communal landing with store cupboard, hall, lounge, bedroom, kitchen bathroom Exterior: Communal gardens with car parking.
<b>Note</b>	Double glazing and electric heating
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - Please refer to legal pack for more information.
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed.



LOT  
69

GUIDE PRICE: £40,000+



**Stuart House, Flat 9 King Street, Droylsden, Manchester M43 6DW**  
Tenanted one bedroom second floor flat

<b>Directions</b>	Off Market Street, off Manchester Road (A662).
<b>Accommodation</b>	Not Inspected. Ground Floor: Intercom entry phone system Second Floor: Communal landing with store cupboard, hall, lounge, bedroom, kitchen bathroom Exterior: Communal gardens with car parking.
<b>Note</b>	Double glazing and electric heating
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

GUIDE PRICE: £55,000+

LOT  
70



**23 Pinnington Road, Gorton, Manchester M18 8NR**  
Two bedroom mid-terrace property.

<b>Directions</b>	Located off Chapman Street
<b>Accommodation</b>	Not inspected but reported to be: Ground floor: Living room, kitchen First floor: Two bedrooms, bathroom Exterior: Yard to rear
<b>Notes</b>	Double glazing, central heating. EPC rating C
<b>Possession</b>	Tenanted. Rent is to be verified. We are advised that the landlord of the property does not hold deposits.
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
71

GUIDE PRICE: £70,000+



**820 & 822 Hyde Road, Gorton, Manchester M18 7JD**  
Pair of interconnecting retail units with rooms over.

<b>Directions</b>	Located on Hyde Road (A57) close to Reddish Lane (B6167) junction.
<b>Details</b>	The premises are a two storey interconnecting retail premises in a parade of shops on the busy A57. The property is in need of full modernisation on both floors. The net internal floor area is circa 175 sq m (1,880 sq ft) with small yard area to rear.
<b>Notes</b>	The property may suit alternative uses or conversion of upper parts subject to the necessary consents and all interested parties are advised to make their own enquiries directly to Manchester City Council. EPC on order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

GUIDE PRICE: £220,000+

LOT  
72



**34 Gunning Avenue, Eccleston, St Helens WA10 5DL**  
Investment Property currently used as a HMO.

<b>Directions</b>	Off Bleak Hill Road (B5201).
<b>Accommodation</b>	Ground floor: Entrance porch, hall, lounge, kitchen diner, two bedroom, conservatory, shower room. First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear,
<b>Note</b>	Gas central heating and double glazing. Can facilitate 6 separate rooms and could also be returned to a 4 bedroom family home with 2 reception rooms and a conservatory.
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Auction Department 0161 443 4740



LOT  
73

GUIDE PRICE: £120,000+



## 526 Hyde Road, Gorton, Manchester M18 7AA

Mixed use investment property on busy main road.

<b>Directions</b>	Located on Hyde Road near to Mount Road
<b>Shop</b>	Ground floor: Retail shop with sales area, rear store, WC and basement
<b>Self-contained flat</b>	Ground floor: Hallway First floor: Living room, dining kitchen, bedroom Second floor: Two bedrooms, two bathrooms
<b>Notes</b>	Flat double glazed and centrally heated, EPC rating: On order
<b>Possession</b>	The premises are let on various agreements the full details of which will be provided in the legal pack
<b>Viewing</b>	Strictly by appointment only with the Auctioneers 0161 443 4740

GUIDE PRICE: £135,000

LOT  
74



## 12 Milner Street, Old Trafford, Manchester M16 9WF

Three bedroom mid-terrace for improvement.

<b>Directions</b>	Off Kings Road, close to Junction with Upper Chorlton Road
<b>Accommodation</b>	Ground floor: Hallway, two reception rooms, kitchen, access to basement First floor: Three bedrooms, bathroom Exterior: Small garden to front, rear yard
<b>Notes</b>	The property requires refurbishment. Recent double glazing, central heating, tenants are under obligation to vacate. Suited to cash buyers
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
75

GUIDE PRICE: £250,000



## 16 Barton Road, Worsley, Manchester M28 2PB

Three bedroom cottage with lapsed planning for attached cottage.

<b>Directions</b>	Located on Barton Road near to the Bridgewater Canal
<b>Overview</b>	Grade II listed cottage with plot of land to the side with lapsed planning permission to build a two bedroom three storey cottage including garage. EPC rating F
<b>Accommodation</b>	Ground Floor: Two receptions, kitchen, utility, WC First Floor: Three bedrooms, bathroom Externally: Rear courtyard. Off road parking
<b>Planning</b>	Historic permission was granted for a link detached property to be constructed on the plot to the right hand side of the existing dwelling ref: 07/54133/LBC. All interested parties are advised to make their own enquiries directly to Salford City Council.
<b>Possession</b>	The property is currently tenanted on a rolling AST agreement which will be included in the online legal pack.
<b>Viewing</b>	Strictly by appointment only: Auction department 0161 443 4740

GUIDE PRICE: £110,000+

LOT  
76



## 22 Leedale Street, Longsight, Manchester M12 5SH

Substantial four bedroom end terrace property.

<b>Directions</b>	Off Longden Road, off Stockport Road (A6)
<b>Accommodation</b>	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
<b>Note</b>	Cash buyers only
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



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GUIDE PRICE: £45,000+

LOT  
77

## 29 Spreadbury Street, Moston, Manchester M40 9DR

Two bedroom terrace property



Directions	Off Brendon Avenue, Off Lightbourne Road (B6393).
Accommodation	Not inspected Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant upon completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £55,000+

LOT  
78

## 32 Melbourne Street, Manchester M9 4EH

Three bedroom end terrace property



Directions	Off Moston Lane, Off Rochdale Road (A664).
Accommodation	Not inspected Ground floor: Lounge, dining 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

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NOTES



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# TERMS AND CONDITIONS FOR PROXY AND TELEPHONE BIDDING



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

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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.
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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

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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

A.4.1 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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