

EDWARD
mellor

AUCTION

**AJ BELL STADIUM
16th MARCH 2016**

REGISTRATION 1pm

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
£90,000+

LOT
2



SOLD AT
£111,000

EDGELEY

GUIDE PRICE
£55,000

LOT
7



SOLD AT
£67,000

MOSTON

GUIDE PRICE
£85,000+

LOT
20



SOLD AT
£101,000

STOCKPORT

GUIDE PRICE
£175,000

LOT
21



SOLD AT
£190,000

STOCKPORT

GUIDE PRICE
£58,000+

LOT
47



SOLD AT
£75,000

BURY

GUIDE PRICE
£130,000

LOT
52



SOLD AT
£138,000

DENTON

MEET THE TEAM



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.



NICK GREEN
Auctioneer & Head of Commercial

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!



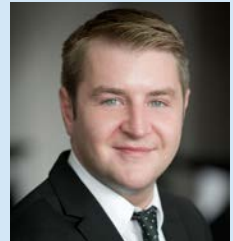
SCOTT GRAYSON
Auction Business Manager

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.



LOUISE McDONALD
Head of Residential

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.



ANDY THOMPSON
Auction Buying Consultant

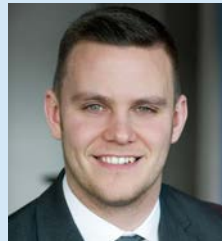
My role as Auction Consultant is unique to Edward Mellor – I get great satisfaction in working with our new clients and look forward to growing these relationships for years to come.



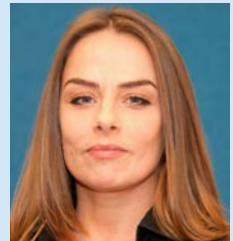
SUE MSHET
Office Manager



CHELSEA BENNETT
Administrator



MARK LAWSON
Auction Selling Consultant



EMMA RUDGE
Auction Buying Consultant

0161 443 4740

WHEN & WHERE?



AUCTION

CLOSING DATE

3rd February

13th January

16th March

24th February

27th April

6th April

8th June

18th May

20th July

29th June

14th September

24th August

26th October

5th October

7th December

16th 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



"A quick note to thank you and your team for your great support and superb service over the last year or so as we have been reducing our property portfolios.

We have received a prompt and efficient service throughout and your tremendous knowledge of the Manchester property scene has given comfort that we have been in safe hands, always important for Professional Service Providers to achieve. Keeping us in touch with viewings, offers, advice on property presentation and values all helped ease what could have been a particularly stressful time. We have valued your advice and the outcome of our property sales. Many thanks and best wishes."

Philip Bates, Philip Bates & Company Limited, Auction Vendor

"Just wanted to say a massive thank you for selling Hilton Lane in the auction. The service provided is always great and it's a pleasure dealing with you and everyone at Edward Mellor Auctions. Everyone is so friendly, helpful and professional and I would not hesitate to recommend you."

John Duncalf, Auction Vendor

"As usual, and throughout the whole process from my initial telephone enquiry, to meeting with yourself at the said property, the process has been made so easy. It is my first time selling a property through auction, but with your assistance, knowledge and expertise I would have no hesitation in using your services again."

Mr B Green, Auction Vendor



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!



MELLORDOWD
PLANNING CONSULTANTS

MELLORDOWD.CO.UK

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

IS THIS PUTTING YOUR PROJECT AT RISK?

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

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

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

0161 443 4718

or email louise.dowd@mellordowd.co.uk



IMPORTANT INFORMATION



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



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

PROOF OF IDENTITY

- Valid Passport
- National Identity Card
- Valid Photo Card Driving License

PROOF OF RESIDENCE

- Current Local Authority Tax Bill
- A Utility Bill/Credit Card/Mortgage Statement Issued Within the Last Three Months (No Internet Printouts)



If you are bidding on behalf of a Company we will need one of the following original forms of identification:

COMPANY IDENTIFICATION

- Proof of Identity and Residence for One of the Directors (as detailed above)
- Certificate of Incorporation for the Company (if a Limited Company)
- Official List of Directors

If you are bidding on behalf of another person/company we require original identity documents for both yourself, as the bidder, and the person/company who will be listed as the purchaser, together with a letter of authorisation from the purchaser for you to act and bid on their behalf.



Auction Consultant, Andy Thompson, tells us why, when it comes to buying a property at auction

You've got to be in it, to win it!

I received a phone call recently from a lady called Sally. Sally is a first time buyer living in London. She is looking to buy a property, but can't afford anything in London - and doesn't foresee being able to anytime soon. But with money in her bank she is keen to get on the property market somewhere – even if it doesn't mean actually living in the house herself. Hence the telephone call to me here up North.

So in brief, Sally is a first time buyer, looking for a buy-to-let investment in the North West.

We spent some time together discussing various BTL models and different areas that would suit her budget and circumstances. And then she asked me an interesting question...

There has been plenty of talk about property prices increasing in light of the proposed stamp duty increase on 1st April. There is a lot of hype around the market at the moment with news that eager landlords are swamping the market desperate to buy property pre-April, and complete in time to save an extra 3% on Stamp Duty.

Given that Sally is a first time buyer, this new ruling won't affect her and, therefore, she wanted to know if now was a good time for her to buy a property, or whether it would be more prudent to wait until after April? She's in no rush after all.

So I'm going to address Sally's question here:

First of all – don't get too carried away with all the Stamp Duty talk. Yes, there has been an increase in the number of buyers coming to the market, but there has also been an increase in the number of sellers coming to auction to capitalise on this increase in demand. We have a client who recently put sixteen of his properties in our auction hoping to achieve higher sales prices before April. So whilst demand has increased, so too has supply and, therefore, prices aren't "rocketing overnight" as reported elsewhere. As is often the case, the reality is not as dramatic as it may seem in the media.

So should Sally look at this auction to buy her first ever property?

Of course she should.

Her finances, whilst quite tight, are in place, and she has plenty of time to research my suggested areas and carry out all the relevant due diligence for the properties that meet her criteria. So why shouldn't she?

Yes the auction room on 16th March might be hungrier than usual, and Sally will be bidding against more experienced buyers, but it wouldn't be an auction without competition. And there is always going to be something in the news that could put you off buying. If it's not Stamp Duty, it'll be interest rates. Before that we had Home Information Packs – who remembers those? There will always be obstacles and there will always be reasons why now isn't the ideal time to buy. But if you see something that you're looking for, if it fits your criteria and your budget and you do all your homework before the auction, then why wouldn't you go for it?

Are you guaranteed to be successful on the auction day? No. But nor is the seasoned investor on the other side of the room who you're bidding against. One thing's for sure though...

You've got to be in it to win it!

If, like Sally, you have lots of questions about buying a property at auction, it's my job to give you all the guidance, advice and answers you need.

Andy

ANDY THOMPSON, AUCTION CONSULTANT

0161 443 4740 / 07530 704 234

andy.thompson@edwardmellor.co.uk

edwardmellor.co.uk/auction

 @AndyT___ / @MellorAuction



You don't always need cash
to buy a property at auction



Our financial services specialists can arrange
the best auction funding solution for you:

- BUY TO LET FINANCE
- BRIDGING FINANCE
- COMMERCIAL FINANCE
- SECURED LOANS
- SECOND CHARGES
- REMORTGAGING TO RAISE CAPITAL TO PURCHASE
- PENSION FREEDOM TO RELEASE FUNDS TO PURCHASE

Meet our experts on the Edward Mellor
Financial Services stand at the auction, or
call to speak to the team any time before
or after auction day on **0161 443 4540**

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Your home may be repossessed if you do not keep up repayments on your mortgage.

Our fee for this service is £500, or 1.0% if greater, of the loan amount. Typically this will be £500.

Edward Mellor Limited is an appointed representative of Openwork Limited which is authorised by the Financial Conduct Authority.

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

 @MellorAuction

"I cannot stress enough the pivotal role that Andy Thompson has played towards the smooth acquisition process of auction properties.

He has devoted significant time and effort to really understand my individual circumstances and needs in order to give me the best advice for a successful transaction.

His wealth of knowledge in the residential property field is very good but most importantly, I found his insight of current market conditions and business acumen more impressive.

Even more so now, I continue to value his opinion highly on properties advertised through the auction house. From experience, I can say that his consultancy role is truly unique in this business and I always go back to Edward Mellor Auctions because of him.

As a result, I have also recommended my business partner to seek his advice.

Thank you so much."

F. Lim

Take your Property Investment to **WARMER CLIMES**

For the first time in eight years, in 2015 Spain's property market has increased by 5% overall. Couple this with double digit rental yields and it's easy to see why the Costas, and Marbella in particular, are the Buy-to-Let hotspots of 2016.

Analysts are predicting further capital growth in the property market in Spain for 2016, and demand for short term rentals remains buoyant in the popular holiday areas.

With our commitment to providing an unrivalled experience for our clients as well as innovative ways of maximising returns on their property portfolios, Edward Mellor

is delighted to have joined forces with Blueview Properties, specialists in overseas property investment.

Blueview and Edward Mellor can offer a full turnkey solution from marketing your property to holiday makers to a full on-site management experience.

A member of Blueview Property team will be at the auction on 16th March for an informal chat and to show you a selection of holiday apartments and villas available to buy today for an immediate return.





Blue View's Managing Director, **Patrick Jacques**, tells us why the charm of life on the Med and the unique investment opportunities available right now make Spain the perfect choice.

With fantastic weather all year round and its rich mix of ancient and modern European culture, Spain is the obvious choice for retirement property or holiday home investment. From hillside villas, town houses and modern apartments; on the coast or in the vibrant historic cities, Spain has something for every taste and lifestyle.

Despite suffering during the financial crisis, Spain's typically Mediterranean lifestyle and low cost of living has changed little. Tourism has remained buoyant and is on the rise once again, and demand for second homes in Spain is now higher than at the peak of the Spanish property boom. This is great news for property investors from outside Spain who can take advantage of some incredible property bargains right now.

With transport links between the UK and Spain providing frequent low cost travel, living in Spain full-time and commuting to the UK for work is a very viable proposition. And with fast internet connections, the dream of remote working and living the Spanish dream is a real option too.

With economic and political problems blighting investment in the eastern Mediterranean, Spain provides a growth market for second and holiday home investment in a warm, safe, and modern environment.

Blueview Properties has over thirty years' experience securing and building investment property on the Costa del Sol. Our team has in-depth knowledge of the Spanish coast from Gibraltar to Fuengirola, Estepona and Marbella to Alhaurin. We are committed to offering the best properties on the Costa del Sol and giving the best advice and services for investors. We have established close working relationships with all the major banks in Andalucia such as BBVA, Sabadel Sol and Stantander.

Our approach is based on our expertise in the Spanish property market, but never forgetting that our clients have their own unique needs and values.

I'll look forward to meeting you and telling you more at the Edward Mellor Auction on March 16th.

ORDER OF SALE

LOT	AREA	ADDRESS	DESCRIPTION
1	Shaw Heath	44 Warren Road	Two bedroom terrace property
2	Romiley	43 Carlton Avenue	Three bedroom semi detached property
3	Rusholme	13 Hartlepool Close	Two bedroom mid terrace property
4	Old Trafford	12 Milner Street	Three bedroom mid-terrace for improvement
5	Longsight	2 Hemmons Road	Two bedroom terrace property
6	Rusholme	24 Lowthorpe Street	Two bedroom terrace property
7	Longsight	69 Richmond Grove	Terrace property set over four floors ready for development
8	Ashton-under-lyne	5 Anglesey Close	Three bedroom terrace property
9	Clayton	32 Dargai Street	Two bedroom terrace property
10	Salford	118 Weaste Lane	Large detached property ideal for HMO or development
11	Hyde	Flat 2, 26-28 Market Street	One bedroom ground floor flat
12	Hyde	Flat 1, 26-28 Market Street	Two bedroom ground floor flat
13	Crumpsall	41 Birch Road	Three bedroom terrace property
14	Ashton-under-lyne	20 Alexandra Street	Two bedroom terrace property
15	Prestwich	49 Charlton Court	Two bedroom retirement apartment
16	Gorton	123 Heathcote Road	Two bedroom terrace property
17	Hyde	224 Market Street	Commercial investment property: part income producing
18	Heywood	56 Claybank Street	Two bedroom mews property
19	Longsight	Former Community of Christ Church, Beresford Road	Former Church buildings suitable for alternative use/ redevelopment STP
20	Bolton	27 Highwood Close	One bedroom ground floor apartment
21	Cheadle Heath	349 Edgeley Road	Three storey mixed use proeprty with vacant ground floor
22	Rusholme	12 Driffield Street	Two bedroom terrace property
23	Harpurhey	19 Lila Street	Three bedroom terrace property
24	Harpurhey	15 Windsor Road	WITHDRAWN
25	Gorton	125 Heathcote Road	Two bedroom terrace property
26	Northenden	299a Palatine Road	Two bedroom flat over shop
27	Bury	678 Manchester Road	Two/three bedroom end terrace property
28	Rusholme	14 Frodsham Street	Two or three bedroom terrace property
29	Whalley Range/ Chorlton	52 York Avenue	Mixed use commercial investment property
30	Failsworth	239 Ashton Road West	Three bedroom terrace property
31	Bolton	24 Merrion Street	Two bedroom terrace property
32	Preston	47-49 New Hall Lane	Refurbished retail/office on busy main road circa 250 sq m



LOT	AREA	ADDRESS	DESCRIPTION
33	Crumpsall	10 Ash Tree Road	Terrace property in three self contained flats
34	Bolton	74 Union Road	Three bedroom terrace property
35	Burnley	43 Evelyn Street	Two bedroom terrace property
36	Ashton-under-lyne	57 Holden Street	Modern four bedroom detached property
37	Burnley	164 Oxford Road	Four renovated apartments eith land to rear
38	Wigan	1-3 Ince Green Lane	Vacant former general store with PP for development
39	Eccles	9 Cromwell Place	Large detached property with development potential
40	Hyde	29-31 Clarendon Road	Mixed use property with PP for residential on two floors
41	Droylsden	Flat 9 Stuart House, King Street	One bedroom second floor flat
42	Hyde	9 Stalybridge Road	Two/three bedroom cottage
43	Salford	Rivington Apartments, 45 Cholmondeley Road	First floor one bedroom flat
44	Hyde	8 & 8a Reynold Street	Mixed use investment in town centre location
45	Accrington	5 Canal Street	Two bedroom terrace property
46	Wirral	7 & 9 Town Lane	Pair of tenanted shops with self-contained flat over
47	Heywood	16a & 16b Bury Old Road	Pair of two bedroom flats plus development site to rear
48	Edgeley	103 Grenville Street	Part renovated property in two flats
49	Gorton	526 Hyde Road	Mixed use investment property on busy main road
50	New Mills	57 & 57a Church Road	End terrace in two self-contained two bedroom flats
51	Crumpsall	4c Pelham Place	Two bedroom semi detached property
52	Worsley	16 Barton Road	Three bedroom cottage with lapsed planning for attached cottage
53	Gorton	127 Heathcote Road	Two bedroom terrace property
54	Moston	7 Hillside Close	Three bedroom semi detached
55	Liverpool	6 Ullswater Street	Three bedroom terrace property
56	Gorton	134 Heathcote Road	Two bedroom terrace property
57	Salford	68 Tootal Drive	Terrace property currently split into two flats
58	Rusholme	35 Markington Street	Three bedroom mid-terrace property
59	Salford	714 Cannon Green Court	Two bedroom top floor flat with secure parking
60	Heaton Mersey	6 Langham Road	Two bedroom terrace property
61	Gorton	41 Pinnington Road	Two bedroom terrace property
62	Woodley	5 Hall Lane	Grade II listed two bedroom cottage for improvement
63	Newton Heath	4 Culcheth Lane	Three bedroom terrace property
64	Newton Heath	10 Culcheth Lane	Two bedroom terrace property

LOT
1

GUIDE PRICE: £80,000+



44 Warren Road, Shaw Heath, Stockport SK3 8HG

Two bedroom terrace property.

Directions	Turn off Bramhall Lane (A5102) into Beech Road where Warren Road is third on the right
Accommodation	Ground floor: Lounge, dining room, kitchen, two cellars First floor: Two bedrooms, bathroom Second floor: Loft room Exterior: Lawned garden with flagged patio area
Note	Gas central heating and double glazing. Cash buyers only. Selling on behalf of the Joint Fixed Charge Receivers. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



43 Carlton Avenue, Romiley, Stockport SK6 4EQ

Three bedroom semi-detached property.

Directions	Off Compstall Road (B6104).
Accommodation	Ground floor: Porch, hall, separate WC two reception rooms, dining area, kitchen First floor: Three bedrooms, one with en-suite, family bathroom Exterior: Gardens to the front and rear with driveway to single garage
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
3

GUIDE PRICE: £65,000

Behr&Co
CHARTERED SURVEYORS



13 Hartlepool Close, Rusholme, Manchester M14 4HG

Two bedroom mid terrace property.

Directions Located off Heald Place, off Great Western Street

Accommodation Ground floor: Hallway, two receptions, kitchen
First floor: Two bedrooms, bathroom
Exterior: Small rear yard

Notes Part double glazing, central heating (not tested)

EPC rating D

Viewing Auction department 0161 443 4740

Possession Vacant on completion



12 Milner Street, Old Trafford, Manchester M16 9WF

Three bedroom mid-terrace for improvement.

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

LOT
5

GUIDE PRICE: £60,000+

2 Hemmons Road, Longsight, Manchester M12 5TA

Two bedroom terrace property.



Directions	Off Matthews Lane, Stockport Road (A6).
Accommodation:	Ground Floor: Lounge, leading into a second reception room, kitchen, bathroom First Floor: Two bedrooms Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
6

GUIDE PRICE: £75,000+

24 Lowthorpe Street, Rusholme, Manchester M14 7WP

Two bedroom terraced property.



Directions	Off Lloyd Street South, Off Claremont Road, Off Princess Road (A5103)
Accommodation	Ground floor: Entrance, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Double glazed
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department on 0161 443 4740



69 Richmond Grove, Longsight, Manchester M13 0DP

Terrace property set over four floors ready for development.

Directions	Off Hathersage Road, off Plymouth Grove (A5184)
Accommodation	Ground floor: Hall, two reception rooms, kitchen First floor: Landing. Partially renovated flat comprising; lounge, bedroom and rooms for kitchen and bathroom Second floor: Lounge, kitchen, bedroom and shower room Cellar: Two rooms
Note	Gas central heating and park double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
8

GUIDE PRICE: £69,000+



5 Anglesey Close, Ashton-under-lyne OL7 9NJ

Three bedroom terrace property.

Directions	Off Anglesey Road, off Oldham Road (A627)
Accommodation	Ground floor: Entrance hall, lounge, kitchen, utility room First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department on 0161 443 4740



32 Dargai Street, Clayton, Manchester M11 4PN

Two bedroom terrace property

Directions	Off Ashton New Road (A662).
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	Or order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
10

GUIDE PRICE: £295,000+



118 Weaste Lane, Salford M5 5JJ

Large detached property ideal for HMO or development.

Directions	Located on Weaste Lane (B5228) at the junction of Edward Avenue.
Accommodation	Ground Floor: Hall, lounge, kitchen, WC, bedroom with en-suite. First Floor: Landing, two separate WC, bathroom, four bedrooms, laundry room. Second Floor: Three bedroom and shower room Exterior: Large gardens to side and rear with outbuilding previously used as an office.
Note	The property has previously been used as a HMO providing 6-7 rooms. Gas central heating and double glazing.
EPC Rating	Or order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £50,000+

**LOT
11**



Flat 2, 26-28 Market Street, Broadbottom, Hyde SK14 6AX

One bedroom ground floor flat.

Directions	Continuing off Mottram Road/ Broadbottom Road, off Ashworth Lane, off Stockport Road (A560)
Accommodation	Entrance: Communal entrance and hall into flat. Flat: Open plan lounge and kitchen, bedroom, shower room Exterior: Communal garden
Note	Double glazing and electric wall heaters.
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



GUIDE PRICE: £60,000+

**LOT
12**



Flat 1, 26-28 Market Street, Broadbottom, Hyde SK14 6AX

Two bedroom ground floor flat.

Directions	Continuing off Mottram Road/ Broadbottom Road, off Ashworth Lane, off Stockport Road (A560)
Accommodation	Entrance: Communal entrance and hall into flat. Flat: Hall, open plan lounge diner, kitchen, two bedroom and bathroom Exterior: Communal garden
Note	Double glazing and electric wall heaters.
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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41 Birch Road, Crumpsall, Manchester M8 5RT

Three bedroom terrace property.

Directions	Off Delauneys Road, off Crumpsall Lane, off Middleton Road (A576)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and partial double glazing. Ideal investment property as located very close to North Manchester General Hospital. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
14

GUIDE PRICE: £49,000+



20 Alexandra Street, Ashton-under-lyne OL6 9QR

Two bedroom terrace property.

Directions	Off Mossley Road (A670) near junction with Curzon Road
Accommodation	Ground floor: Vestibule, lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
15

GUIDE PRICE: £55,000+



49 Charlton Court, Charlton Avenue, Prestwich, Manchester M25 0BE

Two bedroom retirement apartment.

Directions	Turn off Bury New Road (A56) into Charlton Avenue and proceed to the end
Accommodation	Ground floor: Communal hall with entry-phone and lift First floor: Flat - hall with storage, lounge, two bedrooms, re-fitted kitchen, shower room Exterior: Gardens and parking
Note	Gas central heating. One resident must be 55. £238pm monthly for upkeep of all the communal areas, the resident site manager and ground rent. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740





123 Heathcote Road, Gorton, Manchester M18 7QL

Two bedroom terrace property.

Directions	Heathcote Road off Mount Road.
Details	Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Small front garden, yard to rear
Notes	Double glazing and central heating
EPC rating	D
Possession	The buyer is to purchase with the encumbrance of the tenancy which is holding over, lease details to follow in legal pack. Rent paid by Housing Benefit at £495 PCM, no tops ups being paid- refer to legal pack for lease and arrears information. Rent unpaid since 30/09/15
Viewing	Auction department 0161 443 4740

LOT
17

GUIDE PRICE: £90,000



224 Market Street, Hyde SK14 1HB

Commercial investment property: part income producing.

Directions	Located on Market Street in Hyde close to the Shepherds Call Public House
Details	Ground Floor: 40 sq m (430 sq ft) retail space with ancillary accommodation. Basement. First Floor: (35 sq m) Landing 3 rooms and store room. Second Floor: (35 sq m) Two rooms and WC Externally: Gated parking for circa 6 vehicles
Notes	The advertising hoarding is not included in the sale. Parties interested in development of parts and plot are advised to make their own enquiries direct to the relevant local planning department. EPC rating G
Possession	The ground floor is tenanted at £9,720 per annum with increase on rent by £50 per month (not verified). Upper floors vacant. Full tenancy details will be provided in the legal paperwork.
Viewing	By appointment only with the Auctioneers 0161 443 4740



56 Claybank Street, Heywood OL10 4TH

Two bedroom mews property.

Directions	Off Bamford Road, off Market Place (A58)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Two bedrooms - one with large walk in dressing room/office/study with it's own window, bathroom Exterior: Rear yard
Note	Gas central heating. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline. Close to Heywood Sports Village
EPC Rating	D
Possession	Tenanted - let on a twelve month AST from 14/9/15 at £100 per week. The tenants advise they have been there for a couple of years and would like to remain in situ
Viewing	Limited viewings are available STRICTLY BY APPOINTMENT with the auctioneers on 0161 443 4740. The tenants are not to be disturbed otherwise



Former Community Of Christ Church, Beresford Road, Longsight, Manchester M13 0TA
Former Church buildings suitable for alternative use/redevelopment STP.

Directions	The property is located on Beresford Road on the corner of Slade Grove in predominantly residential location with parades of local shops nearby.
Overview	The site is circa 836 sq m (0.2 Acres) or thereabouts having a former church and church hall on site with a combine NIA of approximately 240 sq m (2,500 sq ft). The buildings and site are considered suitable for change of use or redevelopment subject to the necessary consents and planning permission.
Former Church	The premises comprise entrance hall with WCs flanking, main hall, kitchen area and further WC to the rear. Gas central heating system (not tested)
Church Hall	Comprising main room with kitchen and WC to the rear. (electric wall heaters (not tested)
Planning	All interested parties are advised to make their own enquires directly to the Local Planning Office, Manchester City Council, Town Hall, Albert Square, Manchester, M60 2LA, tel: 0161 236 5909
Notes	EPC exempt. The lined plan is for purposes of identification only and must not relied upon as being the true boundary: refer to the on line legal pack for the title plan.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



27 Highwood Close, Bolton BL2 5FA

One bedroom ground floor apartment.

Directions	Off Newlands Avenue, off Wasdale Avenue, off Deepdale Road, off Newby Road, off Stitch-mi-Lane, off B6196
Accommodation	Ground floor: Hall, lounge, newly fitted kitchen with built in oven, hob and extractor, bedroom, bathroom Exterior: Shared communal areas
Note	Electric heating and majority double glazing. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
21

GUIDE PRICE: £115,000



349 Edgeley Road, Cheadle Heath SK3 0RJ

Three storey mixed use property with vacant ground floor.

Directions	Located on Edgeley Road close to traffic lights with Stockport Road
Ground floor	Shop/sales area, rear counter, rear store/staff area WC and public WC
First & second floors	Not inspected but reported to comprise a one bedroom flat, living room, kitchen, bathroom. Access via staircase to rear.
Notes	The property was previously used as a betting shop, has air conditioning to the ground floor. The property may be suited to change of use and all interested parties are advised to make their own enquires directly to the Stockport Council Planning Department. EPC on order.
Possession	Ground floor vacant first floor subject to an AST tenancy since 1 Feb 2001, holding over at a rent of £368.33 per month.
Viewing	Auction department 0161 443 4740



12 Driffield Street, Rusholme, Manchester M14 7HZ

Two bedroom terrace property.

Directions	Located off Lloyd Street South close to junction with Clarendon Road
Accommodation	Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Yard to rear
Notes	Double glazing, central heating
EPC rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
23

GUIDE PRICE: £64,000+



19 Lila Street, Harpurhey, Manchester M9 4NN

Three bedroom terrace property.

Directions	Off Zeta Street off Church Lane, off Lightbourne Road (B6393).
Accommodation	Not Inspected: Ground Floor: Through lounge, kitchen First Floor: Three bedrooms, bathroom Exterior: Rear yard
Notes	Gas central heating and double glazing
EPC	D
Possession	Tenanted. Let on a 12 month AST from 14/09/2015 at £550 pcm.
Viewing	Strictly external viewings only, the tenants must not be disturbed

LOT
24

GUIDE PRICE: £55,000+



15 Windsor Road, Harpurhey, Manchester M9 5PJ

Two bedroom terrace property

Directions	Off Vernon Street, Off Moss Brook Road, Off Fernclough Road, Off Rochdale Road (A664).
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	C
Possession	Tenanted - Let on a 6 month AST from 1/11/14 at £400 pcm
Viewing	WITHDRAWN



125 Heathcote Road, Gorton, Manchester M18 7QL

Two bedroom terrace property.

Directions	Heathcote Road off Mount Road.
Details	Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Small front garden, yard to rear
Notes	Double glazing and central heating
EPC rating	D
Possession	The buyer is to purchase with the encumbrance of the tenancy which is holding over, lease details to follow in legal pack. Rent paid by Housing Benefit at £316 every four weeks, no tops ups being paid- refer to legal pack for lease and arrears information
Viewing	Auction department 0161 443 4740

LOT
26

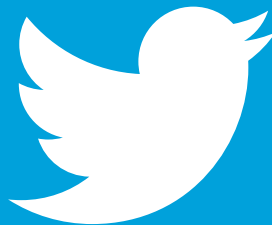
GUIDE PRICE: £78,000+



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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678 Manchester Road, Bury BL9 9TQ

Two/three bedroom end terrace property.

Directions	On the main Manchester Road (A56) close to Hollins Brow and Bury Golf Course
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Second floor: Loft room Exterior: Rear yard
Note	Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
28

GUIDE PRICE: £80,000+



14 Frodsham Street, Rusholme, Manchester M14 4AU

Two or three bedroom terrace property.

Directions	Off Heald Place, off Claremont Road, off Wilmslow Road
Accommodation	Ground floor: Two reception rooms (one potentially being a third bedroom if renting) and fitted extended kitchen with built in electric oven and gas hob First floor: Two double bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	D
Possession	Vacant on completion
Viewing	After 12 March when current tenant vacates - call the Auction Department 0161 443 4740



52 York Avenue, Whalley Range/Chorlton, Manchester M16 0AG
Mixed use commercial investment property.

Directions	Located off Clarendon Road or Milton Grove, on corner of Alport Avenue opposite Manley Park on the Whalley Range/Chorlton Border
Details	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
Notes	The flat is double glazed and centrally heated
EPC ratings	Shop E, flat E
Possession	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
Viewing	Refer to Auction Department 0161 443 4740 tenants must not be disturbed.

LOT
30

GUIDE PRICE: £85,000+



239 Ashton Road West, Failsworth, Manchester M35 9PJ

Three bedroom terrace property.

Directions	From Oldham Road (A62) turn into Pole Road and turn right towards Tesco where the house can be found on the right
Accommodation	Ground floor: Hall, lounge with double doors to dining room, large kitchen with built in oven, hob and extractor First floor: Three double bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



24 Merrion Street, Farnworth, Bolton BL4 7LG

Two bedroom terrace property.

Directions	Off Phethean Street which runs between Cawdor Street and Lorne Street, both off Egerton Street (A575)
Accommodation	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
32

GUIDE PRICE: £190,000



47 - 49 New Hall Lane, Preston PR1 5NY

Refurbished retail/office on busy main road circa 250 sq m (2,650 sq ft).

Directions	Located on the A59 New Hall Lane on corner of Plevna Road near to Lidl supermarket.
Ground floor	Sales/office area with open plan aspect, rear storage, WC and kitchen. NIA approximately 130 sq m (1,400 sq ft)
First floor	Open plan split level office space, two offices, kitchen area, two WCs. NIA circa 111 sq m (1,200 sq ft)
Basement	Large basement in three chambers running full length of building, tanked. Power, light and carpeting in part.
Exterior	Small rear yard area
Notes	Central heating on ground floor, air conditioning on first floor, double glazed upper parts. EPC rating C. Development potential or change of use subject to the necessary consents. Property previously used as call centre, fittings may be available on separate negotiation. Property sold with vacant possession.
Viewing	Auction department 0161 443 4740



10 Ash Tree Road, Crumpsall, Manchester M8 5AT

Terrace property in three self contained flats.

Directions	Located on Ash Tree Road close to the junction of Crescent Road
Accommodation	Not inspected but reported to be: Ground floor: Living room, kitchen, two bedrooms, bathroom First floor: Living room, kitchen, bedroom, bathroom Second floor: Living room, kitchen, bedroom bathroom Exterior: Small front garden, yard to rear
Notes	EPCs on order. Flats assumed double glazed and centrally heated
Possession	The flats are reportedly currently let for a combined monthly total of £1,400. All leases will be contained in the online legal pack.
Viewing	Block viewings may be available. Contact the auction department for further information 0161 443 4740



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**LOT
34**

GUIDE PRICE: £50,000+



74 Union Road, Bolton BL2 2DR

Three bedroom terrace property.



Directions	Off Tonge Moor Road (A676)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating, double glazing. Planning was granted for 45 homes on the land opposite on 3/12/14; application no 93241/14 and this is now well underway. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	D
Possession	Tenanted - let on a six month AST from 1/12/2015 at £500 pcm
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £19,000+

**LOT
35**



43 Evelyn Street, Burnley BB10 1QA

Two bedroom terrace property.

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

GUIDE PRICE: £98,000+

**LOT
36**



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

Modern four bedroom detached property.

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

LOT
37

GUIDE PRICE: £140,000+



164 Oxford Road, Burnley BB11 3HB

Four renovated apartments with land to rear.

Directions	Off Todmorden Road (A671)
Accommodation	Ground Floor: Communal hallway. Flats 1 & 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 Exterior: Plot of land on separate title with planning for 4no. garages granted on 1/7/15; application number APP/2015/0187
Notes	Separate gas central heating systems. Double glazing. The rear also has the option for two bungalows subject to planning. Flats in the area rent for £300 - £350 pcm giving this an income of c:16k pa. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	All four flats are rated C
Possession	At the time of going to print, it will be vacant on completion although the vendor is in the process of finding tenants. Please check the legal pack before bidding for the up to date situation.
Viewing	Auction Department 0161 443 4740



1-3 Ince Green Lane, Ince, Wigan WN2 2AR

Vacant former general store with PP for development.

Directions	Located on busy main road off Manchester Road on the corner of Lord Street
Details	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)
Notes	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.
EPC rating	On order
Possession	Vacant on completion, property sold as seen.
Viewing	Auction department 0161 443 4740

LOT
39

GUIDE PRICE: £580,000+



9 Cromwell Road, Eccles, Manchester M30 0QT

Large detached property with development potential.

Directions	Off Milton Road, Off Liverpool Road (A57).
Accommodation	Ground Floor: Hall, three reception rooms, kitchen, utility, pantry First Floor: Landing, Four bedrooms, two bathrooms Second Floor: Two/three bedrooms Exterior: Surrounding gardens with outbuilding
Note	The property has lapsed planning permission for a separate dwelling of 9-11 apartments Gas central heating and part double glazing
EPC Rating	Or order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



29 - 31 Clarendon Place, Hyde SK14 2ND

Mixed use property with PP for residential on two floors.

Directions	Located in Hyde Centre close to main car parks, Clarendon Centre and KFC
Commercial Elements	29 Clarendon Place: Tenanted to long term tenant, shop sales, rear office, WC and kitchen area: Basement 31 Clarendon Place: Vacant premises, shop sales, rear kitchen area and WC: Basement
Upper floors	Side access at ground floor: First floor: two large rooms, second floor: Two large rooms
Exterior	The boundary extends approximately 16ft from the rear of the property in line with the side elevations proving parking for around 4 vehicles, please refer to title plan for accurate details.
Notes	Planning permission was granted on 17th September 2012 for conversion of first and second floors to 4no Two bedroom flats including external alterations ref: 12/00566/FUL All interested parties are advised to consult with Tameside Metropolitan Borough Planning and Building Control directly on 0161 342 8355 to satisfy themselves. EPC rating C.
Possession	29 Tenanted, 31 and upper two floors vacant
Viewing	Auction department 0161 43 4740

LOT
41



GUIDE PRICE: £40,000+

Stuart House, Flat 9 King Street, Droylsden, Manchester M43 6DW

One bedroom second floor flat

Directions	Off Market Street, off Manchester Road (A662).
Accommodation	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.
Note	Double glazing and electric heating
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
42



GUIDE PRICE: £75,000+

9 Stalybridge Road, Mottram, Hyde SK14 6NF

Two/three bedroom cottage.

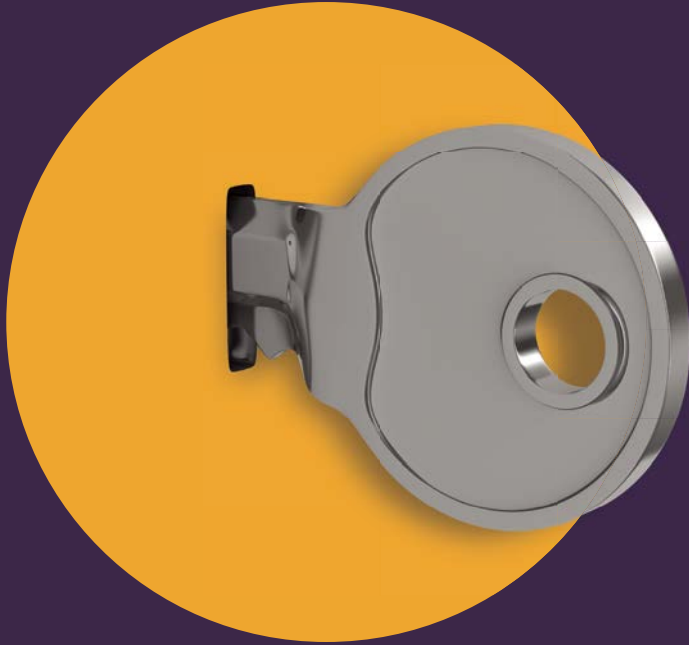
Directions	Off Hyde Road (A57).
Accommodation	Ground floor: Entrance, lounge, dining room, kitchen First floor: Gallery landing/bedroom, bathroom Second Floor: Two bedrooms. Exterior: Rear yard with outbuilding for storage.
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



45 Rivington Apartments, Cholmondeley Road, Salford M6 8QH
First floor one bedroom flat.

Directions	Off Claremont Road (B5228).
Accommodation	Not inspected Communal Entrance: Communal hall. First floor: Lounge, kitchen, bedroom, bathroom
Note	Double glazed windows and electric wall heaters.
EPC Rating	C
Possession	Tenanted - let on a twelve month AST from 16/4/2015 at £425 PCM
Viewing	Auction Department 0161 443 4740

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8 & 8a Reynold Street, Hyde SK14 1LU

Mixed use investment in Town Centre location.

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

LOT
45

GUIDE PRICE: £28,000+



5 Canal Street, Church, Accrington BB5 4JU

Two bedroom terrace property.

Directions Off Church Street which leads onto Edward Street, Off Henry Street (A679).

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 G

Possession Tenanted - Let on a six month AST from 16/2/2016 at £375 PCM

Viewing Auction Department 0161 443 4740



7 and 9 Town Lane, Bebington, Wirral CH63 5JB

Pair of tenanted shops with self-contained flat over.

Directions	Located off Old Chester Road (B5149)
Details	Not inspected but reported to be: 7- Ground floor shop unit 60 sq m retail space and store 7a (Flat) Ground floor entrance, living room, kitchen, two bedrooms, bathroom 9 Ground and first floor retail and office space circa 95 sq m
Notes	Flat double glazing and central heating
EPC rating	7a D. 7 and 9 on order
Possession	7 Town Lane, 5 year lease from 16 January 2014 at £5,000 per annum 7a Town lane, AST from 20 July 2015 at £400 PCM holding over 9 Town Lane, 2 year lease from 6th February 2015 at £7,500 per annum
Viewings	Please do not disturb the tenants, viewings may be available by contacting the Auction Office on 0161 443 4740

LOT
47

GUIDE PRICE: £110,000

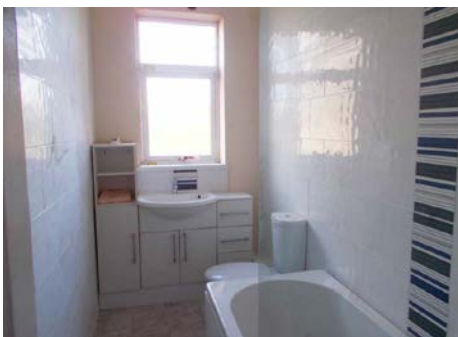
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Property Services



16a & 16b Bury Old Road, Heywood OL10 3HU

Pair of two bedroom flats plus development site to rear.

Directions	Bury Old Road, off Bury Street/Bury New Road (A58)
16a Bury Old Road	Ground floor: Open plan living room with kitchen, two bedrooms, bathroom
16b Bury Old Road	First floor: Open plan living room with kitchen, two bedrooms, bathroom.
Exterior	Parking to rear, planning included permission for four garages.
Notes	Double glazing, electric heating.
EPC ratings	16a Bury Old Road: D, 16b Bury Old Road: C
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



103 Grenville Street, Edgeley, Stockport SK3 9ET

Part renovated property in two flats.

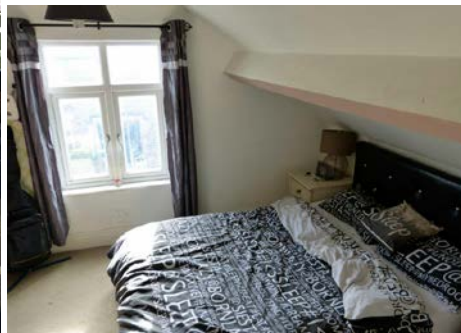
Directions	Directly off Mercian Way (B5465) next to St Matthews Church
Accommodation	Ground floor: Stairs to first floor flat. Flat 1 - lounge, kitchen with built in oven and hob, cellar, bedroom, bathroom, access to rear garden First floor: Flat 2 - open plan lounge/dining/kitchen with built in oven and hob, two bedrooms, bathroom Exterior: Gardens to the front and side
Note	Separate gas central heating systems (no boiler in Flat 1) and double glazing. The property is sold as seen with materials included
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



526 Hyde Road, Gorton, Manchester M18 7AA

Mixed use investment property on busy main road.

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



57 & 57a Church Road, New Mills, High Peak SK22 4NU
End terrace in two self-contained two bedroom flats.

Directions	Located on Church Road past the Cooperative store heading toward Hayfield on your left-hand side
57 Church Road	Ground floor garden flat: Hallway, dining kitchen, living room, rear hallway, two bedrooms, bathroom. Garden to rear. Off road parking to front.
57a Church Road	Ground floor entrance: Hallway, stairs to: First floor, dining kitchen, shower room, living room with balcony off. Second Floor: landing, two bedrooms. Parking area to front.
Notes	Both flats have double glazing and central heating.
EPC ratings	57: D. 57a: on order
Possession	57 Church Road: Vacant from March 1st 2016. 57a 6 Months AST until 21 July 2016 at £520 PCM.
Viewings	Auction Department 0161 443 4740

LOT
51

GUIDE PRICE: £74,000+



4c Pelham Place, Crumpsall, Manchester M8 4QX

Two bedroom semi detached property.

Directions	Off Cleveland Road, off Delaunays Road
Accommodation	Ground floor: Lounge, kitchen, conservatory First floor: Two bedrooms, bathroom Exterior: Rear garden
Note	Gas central heating and double glazing. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	E
Possession	Tenanted - six month AST from 11/3/03 at £350 per month now paying £500 per month
Viewing	Viewings are available STRICTLY by appointment with the auctioneers on 0161 443 4740. The tenants MUST NOT be disturbed otherwise



16 Barton Road, Worsley, Manchester M28 2PB

Three bedroom cottage with lapsed planning for attached cottage.

Directions	Located on Barton Road near to the Bridgewater Canal
Overview	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
Accommodation	Ground Floor: Two receptions, kitchen, utility, WC First Floor: Three bedrooms, bathroom Externally: Rear courtyard. Off road parking
Planning	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.
Possession	The property is currently tenanted on a rolling AST agreement which will be included in the online legal pack.
Viewing	Strictly by appointment only: Auction department 0161 443 4740

LOT
53

GUIDE PRICE: £55,000



127 Heathcote Road, Gorton, Manchester M18 7QL

Two bedroom terrace property.

Directions	Heathcote Road off Mount Road.
Details	Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Small front garden, yard to rear
Notes	Double glazing and central heating
EPC rating	D
Possession	The buyer is to purchase with the encumbrance of the tenancy which is holding over, lease details to follow in legal pack. Rent paid by Housing Benefit at £457.24 PCM, no tops ups being paid- refer to legal pack for lease and arrears information
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £60,000+

**LOT
54**

7 Hillside Close, Moston, Manchester M40 9PQ

Three bedroom semi detached.



Directions	Off Tyndall Avenue, Off Blue Bell Avenue, Off Moston Lane.
Accommodation	Ground floor: Entrance porch, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £55,000+

**LOT
55**

6 Ullswater Street, Liverpool L5 6QX

Three bedroom terrace property.



Directions	Off Thirlmere Road, Off Oakfield Road (A5089).
Accommodation	Ground floor: Entrance, hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Garden fronted and rear yard.
Note	Gas central heating and double glazing.
EPC Rating	D.
Possession	Vacant on completion.
Viewing	Auction Department 0161 443 4740.



134 Heathcote Road, Gorton, Manchester M18 7GL

Two bedroom terrace property.

Directions	Heathcote Road off Mount Road.
Details	Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Small front garden, yard to rear
Notes	Double glazing and central heating
EPC rating	D
Possession	The buyer is to purchase with the encumbrance of the tenancy which is holding over, lease details to follow in legal pack. Rent paid by Housing Benefit at £381 every four weeks, no tops ups being paid- refer to legal pack for lease and arrears information.
Viewing	Auction department 0161 443 4740



68 Tootal Drive, Salford M5 5ER

Terrace property currently split into two flats.

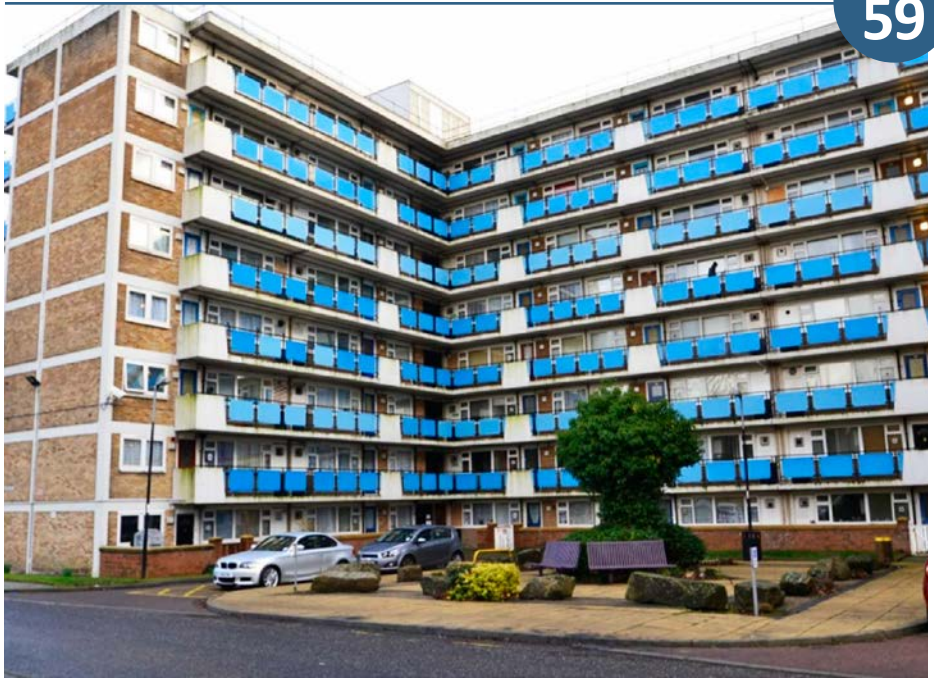
Directions	Off Weaste Lane (B5228).
Accommodation	Ground Floor: Hall, lounge, dining room/bedroom, kitchen, shower room First Floor: landing, lounge, bedroom, kitchen, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



35 Markington Street, Rusholme, Manchester M14 7JB

Three bedroom mid-terrace property.

Directions	Located off Lloyd Street South close to junction with Clarendon Road
Details	Ground floor: Two reception rooms, kitchen, utility room First floor: Three bedrooms, bathroom Exterior: Yard to rear
Notes	Double glazing, central heating. EPC rating E
Possession	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.
Viewing	Auction department 0161 443 4740



714 Canon Green Court, West King Street, Salford M3 7HB

Two bedroom top floor flat with secure parking

Directions	Off St Stephen Street, Off Blackfriars Road (A6041).
Accommodation	Not inspected: Top floor: Hall, lounge, kitchen, two bedroom and bathroom. Exterior: Balcony. Communal garden with secure parking.
Note	Gas central heating and double glazing.
EPC Rating	D
Possession	Tenanted on a 6 month AST from 11/01/ 2016 at £650 pcm.
Viewing	Viewings may be possible but the tenants MUST NOT BE DISTURBED Auction Department 0161 443 4740

LOT
60

GUIDE PRICE: REFER TO AUCTIONEERS



6 Langham Road, Heaton Mersey, Stockport SK4 2AH

Two bedroom terrace property.

Directions	Directly off Didsbury Road (A5145)
Accommodation	Ground floor: Hall, lounge, dining kitchen with built in electric oven, gas hob and extractor First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Completion can be offered if required on 31 March in order to beat the Stamp Duty deadline
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



41 Pinnington Road, Gorton, Manchester M18 8NR

Three bedroom terrace property.

Directions	Located off Chapman Street
Accommodation	Not inspected but reported to be: Ground floor: living room, dining kitchen First floor: Three bedrooms, bathroom Exterior: Yard to rear
Notes	Double glazing, central heating
EPC rating	D
Possession	The buyer is to purchase with the encumbrance of the tenancy which is holding over, lease details to follow in legal pack. Rent paid by Housing Benefit at £457.24 every four weeks, no tops ups being paid- refer to legal pack for lease and arrears information
Viewing	Auction department 0161 443 4740



5 Hall Lane, Woodley, Stockport SK6 1PP

Grade II listed, two bedroom cottage for improvement.

Directions	Turn off the A560/A627 near Woodley Station onto Gravel Bank Road take the second right hand turning onto Hall Lane (ignoring the first road sign for Hall Lane)
Accommodation	Ground floor: Lean to porch, living room, dining room, kitchen area, hallway and door to larger garden area. First floor: Not inspected due to staircase failure, reported as landing, two bedrooms, bathroom Exterior: Gardens to three sides, access from Hall Lane Site area circa 500 sq m (5,380 sq ft), subject to boundary changes (see notes)
Manner of Sale	The property is being sold under special conditions and lease on behalf of the local council: The buyer will be expected to pay a 20% deposit on the day of auction and when the special conditions and lease have been signed the buyer will have an 8 month timescale to complete the schedule of works to the satisfaction of the council and at the point the renovations are agreed and passed, the buyer will be able to complete the purchase. All interested parties will be required to preregister to bid for the property prior to the auction and confirm that they are fully conversant with the legal requirements.
Overview	Formerly one large house the block comprises three cottages dating back to the 17th Century and possibly before and it is an example of a Gregorian property in need of fully sympathetic renovation and repair.



Note

The property will not be sold prior to the auction and only a ground floor inspection will be available. The property is suited to cash buyers due to the derelict condition. The property is Grade II listed. EPC exempt.

The lined plan is for purposes of identification only and the boundaries and any rights or encumbrances effecting the property will be contained in the legal pack. The timber survey is provided for information only and its author and the Council as vendor accepts no liability to any party for its contents.

The site is subject to a Tree Preservation Order details of which can be found on the Stockport MBC web site and by reference to the legal pack.

Viewing

Interested parties are kindly requested to respect the privacy of the residents and their properties and to only view with members of the Edward Mellor Auction Department. Please note that parking should be sought away from this property to avoid issues for the neighbouring occupiers.

Property for sale?

Move on.

Get it sold.

Draw a line under it...

with an Edward Mellor Auction

**Hear our new
radio commercials
on Smooth Radio North West
AM & PM drive times**



GUIDE PRICE: £48,000

**LOT
63**



4 Culcheth Lane, Newton Heath, Manchester M40 1LR

Three bedroom terrace property.

Directions	Located on Culcheth Lane close to junction of Briscoe Lane
Accommodation	Not inspected but reported from Rent Register to comprise: Ground floor: Two rooms, kitchen First floor: Two rooms, bathroom Second floor: One room Exterior: Small front garden, yard space to rear
Notes	Double glazed, centrally heated according to EPC (D)
Possession	Regulated tenancy from 1960, rent £57.50 per week. Tenant's age estimated by vendor as 80-90, no rights of succession known.
Viewing	External viewings only, tenant(s) must not be disturbed.

GUIDE PRICE: £48,000

**LOT
64**



10 Culcheth Lane, Newton Heath, Manchester M40 1LR

Two bedroom terrace property.

Directions	Located on Culcheth Lane close to junction of Briscoe Lane
Accommodation	Not inspected but reported from Rent Register to comprise: Ground floor: Hall, two rooms, kitchen First floor: Two rooms, bathroom Exterior: Small front garden, yard space to rear
Notes	Double glazed, centrally heated according to EPC (D)
Possession	Regulated tenancy from 1963, rent £55.00 per week. Tenant(s) age estimated by vendor as 80-90, no rights of succession known.
Viewing	External viewings only, tenant(s) must not be disturbed.

TERMS AND CONDITIONS FOR PROXY AND TELEPHONE BIDDING



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

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

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

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

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

PROXY, TELEPHONE & BIDDING AUTHORISATION FORM

Method of bidding: (please tick one) Proxy Telephone

Name: _____

Buyers Name: (if different) _____

Address: _____

_____ **Postcode** _____

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

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

Telephone: Work _____

Home _____

Mobile _____

Email: _____

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

Property Address: _____

Maximum Bid: _____ **Amount of Deposit:** _____

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

Solicitors Name & Address: _____

Telephone No: _____ **Person acting for you:** _____

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

Signed: _____ **Date:** _____

COMMON AUCTION CONDITIONS

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

Introduction

The common auction conditions have three main sections:

1. Glossary

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

2. Auction Conduct Conditions

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

3. Conditions of Sale

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

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

These conditions are legally binding.

Important Notice:

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

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

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

Glossary

In the CONDITIONS wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

AGREED COMPLETION DATE

Subject to condition G9.3:

(a) the date specified in the SPECIAL CONDITIONS,

or

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

APPROVED FINANCIAL INSTITUTION

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

ARREARS

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

ARREARS SCHEDULE

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

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

CATALOGUE

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

COMPLETION

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

CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

CONTRACT

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

CONTRACT DATE

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

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

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



DOCUMENTS

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

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (not including a rent charge).

GENERAL CONDITIONS

That part of the SALE CONDITIONS so headed, including any extra general conditions.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgement debts, if applicable).

LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

OLD ARREARS

ARREARS due under any of the TENANCIES that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

PRICE

The price that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all financial charges secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed available from the AUCTIONEERS on request (whether or not set out in the CATALOGUE) in which the

terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

Tenancies, leases, licences to occupy and agreements for lease, and any documents varying or supplemental to them.

TENANCY SCHEDULE

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

TRANSFER

Transfer includes a conveyance or assignment (and 'to transfer' includes 'to convey' or 'to assign').

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations Act 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The AUCTIONEERS.

YOU (AND YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

A1 INTRODUCTION

A1.1 Words in capitals have special meaning, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU and cannot be dis-applied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if WE agree.

A.2 OUR ROLE

A2.1 As agents for each SELLER we have authority to:

(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;

(b) offer each LOT for sale;

(c) sell each LOT;

(d) receive and hold deposits;

(e) sign each SALE MEMORANDUM;

(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, withdraw LOTS from sale, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A3 BIDDING AND RESERVE PRICES

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve price the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. YOU accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the SELLER.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the SELLER might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always - as the SELLER may fix the final reserve price just before bidding commences.

A4 THE PARTICULARS AND OTHER INFORMATION

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.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if condition G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and

(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER remains liable in any respect in relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest.

G6.3 Payment is to be made in pounds sterling and only by

(a) direct transfer to the SELLER'S conveyancer's client account; and

(b) the release of any deposit held by a stakeholder or agent for the SELLER.

G6.4 Unless the SELLER and the BUYER otherwise agree COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the total payment is unconditionally received in the SELLER'S conveyancer's client account.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating

COMMON AUCTION CONDITIONS

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

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

G7 NOTICE TO COMPLETE

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

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

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

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

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

G9.5 The BUYER must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

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

G10 INTEREST AND APPORTIONMENTS

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

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

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

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

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

- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at COMPLETION apportionment

is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G11 ARREARS

Part 1 Current Rent

G11.1 "Current Rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them only if details of those ARREARS are given in the SPECIAL CONDITIONS

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the

SPECIAL CONDITIONS:

- (a) so state; or
- (b) give no details of any ARREARS

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;
- (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancers may reasonably require;
- (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;



(e) not without the consent of the seller release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and

(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 MANAGEMENT

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION, (such as, but not limited to, an application for licence, a rent review, a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY, or a new tenancy or agreement to grant a new tenancy) and:

(a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would [but for the indemnity in paragraph (c)] expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;

(b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and

(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 RENT DEPOSITS

G13.1 This CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.

G13.3 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an

assignment in which the BUYER covenants with the SELLER to:

(a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state:

(a) The SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

(a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that:

(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;

(b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;

(c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and

(d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

(a) of the BUYER'S VAT registration;

(b) that the BUYER has made a VAT OPTION; and

(c) that the VAT OPTION has been notified in writing to HM Revenue & Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED

COMPLETION DATE, GENERAL CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:

(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and

(b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then:

(a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT; and

(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and

(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 CAPITAL ALLOWANCES

G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:

(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and

(b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & Customs for the purposes of their respective capital allowance computations.

G17 MAINTENANCE AGREEMENTS

G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

COMMON AUCTION CONDITIONS

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.

G18 LANDLORD AND TENANT ACT 1987

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 SALE BY PRACTITIONER

G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

(b) for such title as the SELLER may have; and

(d) with no title guarantee; and the BUYER has no right to rescind the contract or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and

(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20 TUPE

G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies" this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:

(a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.

(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.

(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.

(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

G21 ENVIRONMENTAL

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 SERVICE CHARGE

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

(a) service charge expenditure attributable to each TENANCY;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not yet been received;

(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed

attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds. BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the buyer must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

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

(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and

(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 RENT REVIEWS

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

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

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

G23.4 The SELLER must promptly:

(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to



substitute the BUYER for the SELLER in any rent review proceedings.

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:

(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

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

G25 WARRANTIES

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

G25.2 Where a warranty is assignable the SELLER must:

(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty;

(b) apply for, (and the SELLER and the BUYER must use all reasonable endeavours to obtain), any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

(a) hold the warranty on trust for the BUYER; and

(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

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

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

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

(a) apply for registration of the transfer;

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

HOW TO FIND US

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WHAT MATTERS TO YOU, MATTERS TO US