

EDWARD  
**mellor**  
AUCTION



WEDNESDAY 27 APRIL 2016

REGISTRATION 1PM

AJ BELL STADIUM, SALFORD, M30 7EY



**0161 443 4740**  
**EDWARDMELLOR.CO.UK**



# Success stories from our previous auction

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**GUIDE PRICE**  
**£160,000+**

**LOT**  
**7**

**SOLD AT**  
**£188,500**

**LONGSIGHT**



**GUIDE PRICE**  
**£295,000+**

**LOT**  
**10**

**SOLD AT**  
**£326,000**

**SALFORD**



**GUIDE PRICE**  
**£90,000**

**LOT**  
**17**

**SOLD AT**  
**£98,000**

**HYDE**



**GUIDE PRICE**  
**£60,000+**

**LOT**  
**54**

**SOLD AT**  
**£84,000**

**MOSTON**



**GUIDE PRICE**  
**£65,000+**

**LOT**  
**57**

**SOLD AT**  
**£89,500**

**SALFORD**



**GUIDE PRICE**  
**£75,000+**

**LOT**  
**62**

**SOLD AT**  
**£95,000**

**WOODLEY**

# Meet the team

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## 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!



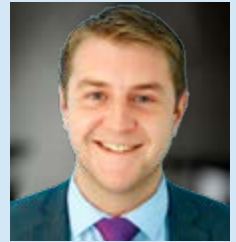
**SCOTT GRAYSON**  
**Auction Business Manager**

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 MUSHET**  
**Office Manager**



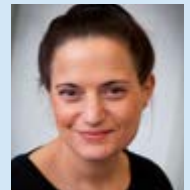
**CHELSEA BENNETT**  
**Administrator**



**MARK LAWSON**  
**Auction Selling Consultant**



**EMMA RUDGE**  
**Auction Buying Consultant**



**HANNA McIVOR**  
**Auction Selling Consultant**

0161 443 4740

# When & where?

## AUCTION

## CLOSING DATE

3 <sup>rd</sup> February	13 <sup>th</sup> January
16 <sup>th</sup> March	24 <sup>th</sup> February
<b>27<sup>th</sup> April</b>	<b>6<sup>th</sup> April</b>
8 <sup>th</sup> June	18 <sup>th</sup> May
20 <sup>th</sup> July	29 <sup>th</sup> June
14 <sup>th</sup> September	24 <sup>th</sup> August
26 <sup>th</sup> October	5 <sup>th</sup> October
7 <sup>th</sup> December	16 <sup>th</sup> November

## THE AUCTION ROOM

### AJ BELL STADIUM

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

☎ 0844 844 8400



## DIRECTIONS



### BY CAR

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



### BY BUS

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



### BY TRAIN

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



### BY TRAM

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

## USING SAT NAV?

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



**M30 7LJ**

## What our clients say

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"I would definitely recommend using Edward Mellor auctions, as a vendor I was kept up to date with every viewing, offers, feedback and it was a the easiest process I have experienced to agreeing a sale and achieving a good sales price for ourselves.

As always the service and updates I received from yourself were excellent."

P. Ryder, Auction Vendor

"Thank you so very much for all your hard work on my behalf. Considering I've never "done" auction before and had left it until the last minute to enter the property, you made it a very positive experience."

T Hadfield, Auction Vendor

"Thanks for letting me know. You've been wonderful and have made this process a lot easier than it had been trying to sell it on the open market with other agents - I'll certainly be recommending you to my clients who are considering selling their properties."

K Almond,  
Auction Vendor



# Notice to prospective buyers

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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

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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 and auctioneers costs if applicable 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) and auctioneers costs if applicable 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](http://MELLORDOWD.CO.UK)

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

## **IS THIS PUTTING YOUR PROJECT AT RISK?**

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

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

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

**0161 443 4718**

or email [louise.dowd@mellordowd.co.uk](mailto:louise.dowd@mellordowd.co.uk)





# Important information

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**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.

The view from my office...



## The Changing Faces of Property Auctions

Finally, after what has felt like a very long winter, the weather is on the change. The clocks have sprung forward and doesn't it feel better to be finishing work when it's still light?

Our office has been like a doctor's waiting room at times this winter but it's amazing what a bit of sunshine can do to lift your spirits. Even Chelsea's been in a good mood this week...

...and it's not just the weather that's been changing around here. Since Scott's arrival back in September, the team has continued to grow with the latest recruits being Emma and Hanna and more to follow soon. We've also expanded the auction department further with the opening of our Manchester City Centre office. The office on Mosley Street is headed up by Nick and is the hub of all our commercial activity, which is growing by the day.

### So why all the changes?

Well for starters, not everything has changed – I'm still here as chief tea boy and so is Louise, in between her holidays... but on a serious note, the wonderful world of property auctions is changing - and for the better. Firstly, they are growing and becoming a much more popular platform to both buy and sell property and, even more excitingly, the traditional auction audience is evolving.

Seven years ago as a fresh faced 22 year old, I bought my first property from an auction in London - something that was seen as quite a brave move at the time. Granted, I had the benefit of auction experience under my belt, but I never understood what all the worry and fuss was about really, and I still don't. Back then the phone would ring regularly with excited callers desperate to view our latest instruction. They would enquire eagerly about a particular property whilst stressing that it was just what they wanted and that they'd got everything in place to buy it immediately... and then they'd discover it was being sold 'by auction'. The mood would instantly change and, as quick as they could say: "I can't buy from auction" / "I'm not interested in auctions" / "I don't like auctions" they'd gone. I can't tell you how many times I've had that response.

Back then, it was a really hard nut to crack to try and convince somebody that actually, auction probably was for them and in fact, in a lot of cases, could be more beneficial than buying off an Estate Agent. So let's just break it down:

A potential buyer calls up. They have nothing to sell and their mortgage is in place (in principle). Then they discover it's an auction property and they're not interested. Why? From experience and in general the real answer to this is because of their perception of how the auction works, or a fear of the unknown.



Picture your dream home, that property which ticks all your boxes and is exactly what you're looking for at the moment. If you saw it For Sale on Rightmove as: **'1 Smith Street'** being sold by **'Joe Bloggs Estate Agents'** you'd be interested, right? Obviously - it's your dream home. Now imagine if that exact same property was on Rightmove as **'1 Smith Street'** being sold by **'Joe Bloggs Auctions'** instead.

### Would you still be interested?

It is the same property. What you're buying hasn't changed - the end vision is still the same; it's still around the corner from your Mum & Dad's; still in the catchment area for the school you want your kids to go to; and you can still stagger back from that boozey you like... etc.

You would still view the property like you would if it was being sold by an Estate Agent. You'd still go back again with your Dad, Wife, Best Friend or Builder for a second opinion - like you would with an Estate Agent. You'd still apply for a mortgage and instruct a solicitor and do everything else that you would with an Estate

Agent. The bricks and mortar is the same and therefore the due-diligence on it is too. It's just done in a different order.

Don't get me wrong, I'm not saying that everyone should only buy from auction. If you see that dream house of yours on the market with an Estate Agent, then go and buy it, obviously. But equally, if you see that property and it's being sold By Auction, don't rule it out...

So going back to why all the changes here at Edward Mellor? Well I'm pleased to say that more and more people are considering auctions for both buying and selling property these days and as such, we are moving with the times to ensure that we are always there to guide you with that process. As always, if you would like any help whatsoever with buying a property from auction, be it as an investment or to live in, then get in touch with me.

Andy



### ANDY THOMPSON, AUCTION CONSULTANT

0161 443 4740 / 07530 704 234

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

 @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**

EDWARD  
**mellor**  
EDWARDMELLOR.CO.UK

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.



Andy,

Thank you for all your help with the purchase of 42 Burleigh Road, we were a bit nervous about purchasing an auction property especially as we are First time Buyers but you have made the process seem so much easier. Thank you for keeping me up to date on developments with the property, giving me feedback and answering any queries I had so promptly and most of all for your help with pushing my solicitor to do his job!

You are a credit to the property industry we wish you every success in the future.

Keep up the good work.

Best Wishes

Mary & Noreen O'Connor (Proud owners of a detached bungalow!)



If you would like to talk to Andy about buying at auction, call...

# 0161 443 4740

**ANDY THOMPSON, AUCTION CONSULTANT**

0161 443 4740 / 07530 704 234

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

 @AndyT\_\_\_ / @MellorAuction



## 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.

**Patrick Jacques from Blueview Property will be at the auction on 27th April for an informal chat and to show you a selection of holiday apartments and villas available to buy today for an immediate return.**



# More Buy to Let & Investment opportunities **in the sun**

Nueva Andalucia For sale at **€250,000**



**€35,000**

Gross Rental Potential

**14%**

Gross Yield

**€6,864**

Annual Mortgage Example

**€28,136**

Cash Surplus

Valle Romano Golf For sale at **€106,000**



**€15,000**

Gross Rental Potential

**14%**

Gross Yield

**€3,504**

Annual Mortgage Example

**€11,496**

Cash Surplus

I'll look forward to meeting you and telling you more at the Edward Mellor Auction on April 27th.

**Patrick**



# Order of sale

LOT	AREA	ADDRESS	DESCRIPTION
1	Moston	24 Romney Street	Two bedroom terrace property
2	Hyde	267 Market Street	Vacant commercial property with rooms over for improvement
3	Gorton	10 Garlick Street	Two bedroom end terrace property
4	Newton Heath	26 Graver Lane	Two bedroom end terrace property
5	Newton Heath	45 Leng Road	Two bedroom terrace property
6	Miles Platting	62 Canada Street	Two bedroom terrace property
7	Newton Heath	49 Averill Street	Two bedroom terrace property
8	Urmston	1a-3a Tiverton Road	Good quality mixed use part vacant investment/development property
9	Rochdale	Three Building Plots At Milner Street / Cowm Park Way South	Plot of land with permission for three detached dwellings
10	Harpurhey	46 Ventnor Street	Three bedroom mid terrace property
11	Miles Platting	325-327 Oldham Road	Office and retail investment building with small yard
12	Salford	714 Cannon Green Court	Two bedroom top floor flat with secure parking
13	Bury	Chesham Green Cottage	Semi-rural four bedroom detached property with stables
14	Edgeley	2 Roscoe Street	Two bedroom terrace property
15	Denton	18 Chester Street	Three bedroom terrace property
16	Reddish	94 Bury Street	Two bedroom terrace property
17	Newton Heath	6 Culcheth Lane	Two bedroom terrace property
18	Newton Heath	8 Culcheth Lane	Two bedroom terrace property
19	Newton Heath	12 Culcheth Lane	Two bedroom terrace property
20	Abbey Hey	154 Abbey Hey Lane	Three bedroom end terrace property
21	Gorton	17 Hawthorn Street	Two bedroom terrace property
22	Lower Hillgate	Northwest House, Apartment A Coopers Brow	Two bedroom modern Town Centre apartment
23	Lower Hillgate	Northwest House, Apartment B Coopers Brow	One bedroom modern Town Centre apartment
24	Lower Hillgate	Northwest House, Apartment C Coopers Brow	One bedroom modern duplex Town Centre apartment
25	Hyde	30 Brookkey	Two bedroom ground floor apartment
26	Moston	28 Gill Street	Terrace house in two flats
27	Eccles	6-8 Bindloss Avenue	Pair of Victorian properties on a substantial site suitable for conversion STP
28	Dukinfield	36 Grenville Street	Three bedroom terrace property
29	Bredbury	25 Osborne Street	Three bedroom semi-detached property
30	Moston	Old School Court, Flat 31 Old School Drive	One bedroom second floor flat
31	Openshaw	4 Rushton Grove	Three bedroom terrace property
32	Oldham	19 Heywood Lane	Three bedroom semi-detached property
33	Droylsden	405 Manchester Road	High quality mixed use investment property on busy main road
34	Bredbury	The Barnhouse, 50 Higher Bents Lane	Detached former restaurant for alternative development STP
35	Bredbury	Clegg Gate Farm, 50 Higher Bents Lane	Detached stone-built farmhouse on site considered suitable for development STP
36	Moston	12 Amos Street & 7&9 Mora St	Commercial property in three parts for development subject to planning
37	Liverpool	7 Town Lane	Tenanted shop with self-contained flat over
38	Sheffield	Land to East side of Broughton Lane	Parcel of land circa 4 Acres (1.6 Hectares)



# Order of sale

LOT	AREA	ADDRESS	DESCRIPTION
39	Middleton	37 Gilmour Street	Two bedroom terrace property
40	Hazel Grove	287 London Road	Two storey retail/office space on busy main road
41	Oldham	39 Edith Street	Three bedroom end terrace property
42	Ashton-under-lyne	Dirk Farm, Mossley Road	16th Century five bedroom farmhouse with annex/flat
43	Ashton-under-lyne	Parcel of Land at Bombay St	Small parcel of land considered for development subject to planning
44	Denton	132 Hyde Road	Premises with yard and garage space suitable for redevelopment STP
45	Preston	47-49 New Hall Lane	Refurbished retail/office on busy main road circa 250 sq m (2,650 sq ft)
46	Ashton-under-lyne	55 Holden Street	Modern four bedroom detached property
47	Heywood	16 A & B Bury Old Road	Pair of two bedroom flats plus development site to rear
48	Edgeley	Rosta House, 144 Castle Road	Large detached office building considered suitable for development STP
49	Longsight	Former Community of Christ Church, Beresford Road	Former church buildings suitable for alternative use/ redevelopment STP
50	Longsight	Flat 11 Surrey Lodge	Ground floor flat ideal for first time buyers close to Manchester City Centre
51	Offerton	15 Stream Terrace	Two bedroom semi-detached property
52	Newton Heath	37 Graver Lane	Four bedroom end terrace property
53	Marple	20 Stonehurst	One bedroom first floor retirement flat
54	Ashton-under-lyne	Apartment 3, 2 & 4 Market Ave	Two bedroom second floor apartment
55	Denton	168 Hyde Road	Two bedroom terrace property
56	Oldham	Abbot Grange, Newport Street	0.65A site with planning for 5 no. detached dwellings in sought after location
57	Hyde	29-31 Clarendon Place	Mixed use property with PP for residential on two floors
58	Wigan	2a Humphrey Street	Development property to comprise 6 no. one and two bedroom flats
59	Northenden	303-305 Palatine Road	Mixed use commercial investment property, restaurant and two duplex flats
60	Hyde	22 Valley Road	Three bedroom town house
61	Denton	16 Laburnum Road	Three bedroom terrace property
62	Accrington	22 Lion Street	Two bedroom terrace property
63	Burnley	18 Pritchard Street	Two bedroom terrace property
64	Gorton	41 Pinnington Road	Two bedroom terrace property with nursery
65	Liverpool	7a Grove Road	Six bedroom semi-detached property with HMO potential
66	Droylsden	9 Langfield Road	Three bedroom semi-detached property
67	Blackpool	56 Osborne Road	Nine/ten bedroom terrace property formally a guest house
68	Abbey Hey	32 Welbeck Street	Three bedroom terrace property
69	Bolton	27 Highwood Close	One bedroom ground floor apartment
71	Ashton-under-lyne	Unit 1 Lord Street	Former workshop/depot with roller shutters circa 87 sq m (940 sq ft)
72	Ashton-under-lyne	Unit 2 Lord Street	Former workshop/depot with roller shutters circa 87 sq m (940 sq ft)
73	Gorton	22 Goring Avenue	Tenanted three bedroom quasi semi
74	Eccles	9 Cromwell Road	Large detached property with development potential

LOT  
1

GUIDE PRICE: £45,000+



## 24 Romney Street, Moston, Manchester M40 9JY

Two bedroom terrace property.

<b>Directions</b>	Off Moston Lane, Off Rochdale Road (A664).
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 267 Market Street, Hyde SK14 1HE

**Vacant commercial property with rooms over for improvement.**

<b>Directions</b>	Located on Market Street close to Hatton Health and Fitness
<b>Details</b>	Ground floor: Shop sales area, rear prep room and store, staff WC circa 37 sq m (398 sq ft) First floor: Three rooms 33 sq m (355 sq ft) Exterior: Small yard area
<b>Notes</b>	The premises may lend themselves for alternative uses or conversion subject to the necessary consents and all interested parties are advised to make their own enquiries directly to the local planning authority. The property is suited to cash buyers only.
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
3

GUIDE PRICE: £57,000+



## 10 Garlick Street, Gorton, Manchester M18 8UB

Two bedroom end of terrace with off road parking.

<b>Directions</b>	Located off Chapman Street off Hyde Road
<b>Accommodation</b>	Ground floor: Vestibule, lounge, separate dining room, extended kitchen First floor: Two bedrooms, bulkhead bathroom Exterior: Decked garden to rear, off road parking to side behind gates, currently not used
<b>Notes</b>	Double glazing, central heating (recently refitted boiler)
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## 26 Graver Lane, Newton Heath, Manchester M40 1QL

Two bedroom end terrace property.

<b>Directions</b>	Off Oldham Road (A62) turn into Droylsden Road and continue into Graver Lane.
<b>Accommodation</b>	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
5

GUIDE PRICE: £63,000+



## 45 Leng Road, Newton Heath, Manchester M40 1NX

Two bedroom terrace property.

**Directions** Off Droylsden Road, off Oldham Road (A62)

**Accommodation** Ground floor: Lounge, sitting room, kitchen  
First floor: Two bedrooms, bathroom  
Exterior: Rear yard

**Note** Gas central heating and double glazing

**EPC rating** E

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

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0161 443 4740



## 62 Canada Street, Miles Platting, Manchester M40 8AE

Two bedroom terrace property.

<b>Directions</b>	Off Drewett Street, off Hulme Hall Lane, off Oldham Road (A62) with good access to the city centre
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen, bathroom First floor: Two double bedrooms Exterior: Small garden to rear with decking
<b>Note</b>	Gas central heating and double glazing. Canada Street is also known as Veterans' Street. With a little Royal help from the HRH Duke of Cambridge and Prince Harry as well as hundreds of volunteers, the BBC's DIY SOS team transformed this previously rundown road into homes for those scarred by Britain's recent conflicts
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
7

GUIDE PRICE: £55,000+



## 49 Averill Street, Newton Heath, Manchester M40 1PH

### Two bedroom terrace property

<b>Directions</b>	Off Droylsden Road, Off Oldham Road (A62).
<b>Accommodation</b>	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Single glazed windows and gas central heating
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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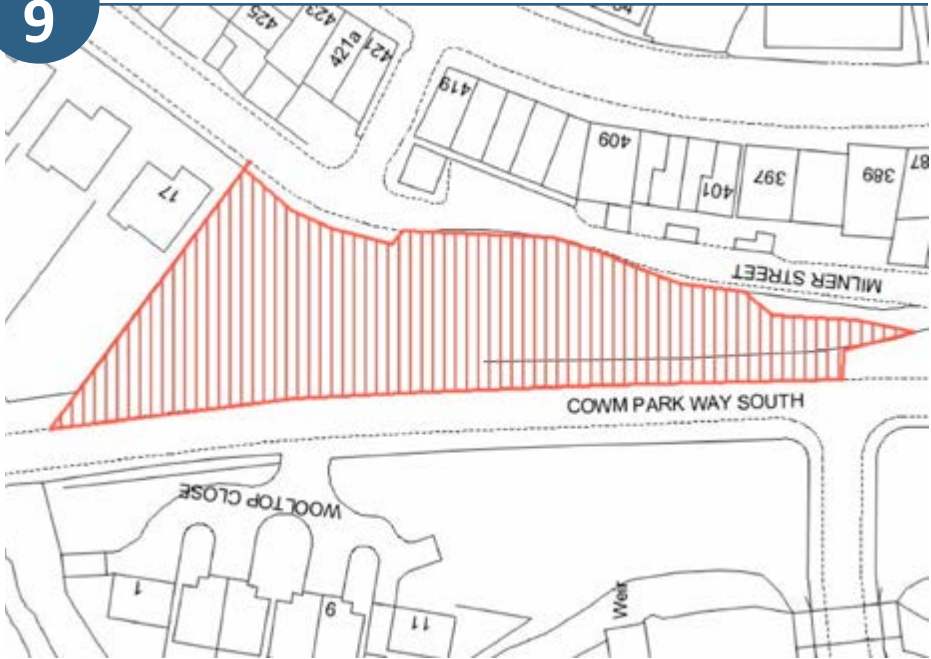




## 1a - 3a Tiverton Road, Urmston, Manchester M41 0SA

Good quality mixed use part vacant investment/development property.

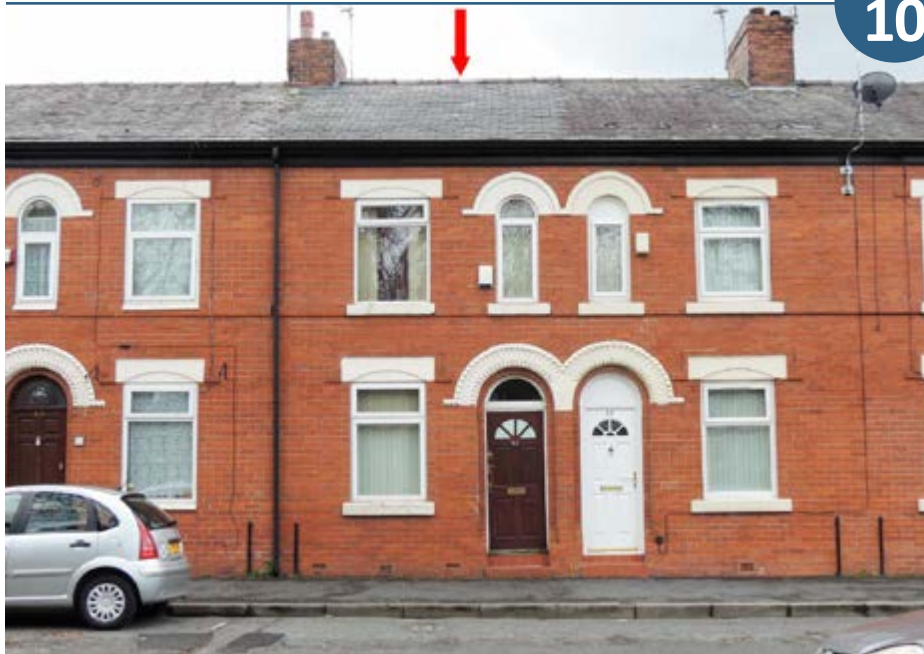
<b>Directions</b>	Located in a predominantly residential location close to Canterbury Road
<b>Ground floor</b>	Double fronted shop sales area with associated office/storage and WC, kitchen. Former animal grooming premises. NIA 70.8 sq m (762 sq ft), front parking area and rear yard space.
<b>First floor</b>	Hallway, living room, dining kitchen, two double bedrooms, four-piece bathroom
<b>Notes</b>	Flat double glazed, central heated and modernised. EPC ratings: 1a-3a GF: C. Flat D
<b>Possession</b>	Ground floor vacant, upper floor subject to a 12 month AST agreement from 27 November 2015 at £625 per calendar month.
<b>Viewing</b>	Auction department 0161 443 4740, please note that the flat is occupied and viewings are available strictly by appointment only.



**Three Building Plots, Milner Street/Cowm Park Way Sth, Whitworth, Rochdale OL12 8RO**

**Plot of land with permission for three detached dwellings.**

<b>Directions</b>	The plot is located between Cowm Park Way South and Milner Street
<b>Details</b>	The plot is estimated at 0.43 Acres or thereabouts and is currently grass land with some trees flanking the elevated boundary to the rear adjacent to some fairly modern detached properties.
<b>Notes</b>	All plans and artistic impressions are for purposes of illustration and identification only: please refer to the legal pack for the title plans. The postcode for this lot may be subject to change as is not known in full at this point. The land measurement is an approximation.
<b>Planning</b>	Planning ref 2015/0070 Erection of Three No. 4 bedroom dwellings with associated landscaping. All interested parties are advised to make their own enquiries directly to Rossendale Borough Council Telephone 01706 217777, Email <a href="mailto:generalenquiries@rossendalebc.gov.uk">generalenquiries@rossendalebc.gov.uk</a>
<b>Possession</b>	Vacant site
<b>Viewing</b>	Open site- viewers are respectfully requested to respect the privacy of the adjacent occupiers.



## 46 Ventnor Street, Harpurhey, Greater Manchester M9 5UN

Three bedroom mid terrace property.

<b>Directions</b>	The property is located off Fernclough Road or Ringley Street
<b>Accommodation</b>	Ground floor: Two reception rooms, kitchen First floor: Three bedrooms, bathroom Exterior: Yard to rear
<b>Notes</b>	Double glazing, central heating
<b>EPC rating</b>	D
<b>Possession</b>	Tenanted, AST from 25/01/013 £507 every four weeks, tenant holding over.
<b>Viewing</b>	Viewings may be possible strictly by appointment only by prior arrangement with the auction office 0161 443 4740

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**325 to 327 Oldham Road & 1 Johnson Square, Miles Platting, Manchester M40 7PS**

**Office and retail building suitable for development STP.**

<b>Directions</b>	The property is located on Oldham Road (A62) on the fringe of Manchester City Centre
<b>Details</b>	325 Oldham Road, First floor: 3 offices, kitchen, circa 67 sq m, Second Floor: Circa 40 sq m office. 327 Oldham Road, Ground Floor: retail space circa 54 sq m, two store rooms, WC, rear access 1 Johnson Square, First Floor: 3 rooms circa 40 sq m, second floor 3 rooms, bathroom/WC circa 40 sq m, stairs to loft space Externally: Enclosed rear yard
<b>Notes</b>	The property is considered suitable for alternative uses and development subject to the necessary consents. All interested parties are advised to make their own enquiries directly to Manchester City Council Planning Department. EPC ratings: Shop rated D, Offices on order
<b>Possession</b>	Vacant on completion
<b>Viewings</b>	Auction department 0161 443 4740

LOT  
12

GUIDE PRICE: £70,000+



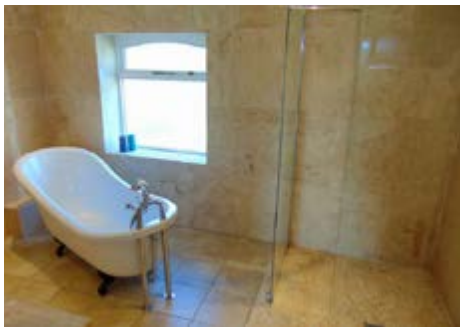
## 714 Canon Green Court, West King Street, Salford M3 7HB

### Two bedroom top floor flat with secure parking

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

**GUIDE PRICE: £270,000+**

**LOT  
13**



## **Chesham Green Cottage, Chesham Road, Bury BL9 6SS**

**Semi-rural four bedroom detached property with stables.**

<b>Directions</b>	Off Walmersley Road (A56).
<b>Accommodation</b>	Ground floor: Entrance, hall, two sitting rooms, dining room, dining kitchen, WC First floor: Four bedrooms, bathroom, separate WC Exterior: Gardens to the side and rear, driveway, double garage, stables and surrounding woodland
<b>Note</b>	Oil central heating and double glazing The property sits on approx 1/3 of an acre and has three stables and outbuildings
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
14

GUIDE PRICE: £80,000+



## 2 Roscoe Street, Edgeley, Stockport SK3 9EN

Two bedroom terrace property.

<b>Directions</b>	From Edward Mellors proceed along Grenville Street turning right onto Aberdeen Crescent. Take your first left onto Roscoe Street where the property can be located on the left hand side.
<b>Accommodation</b>	Ground floor: Living room, kitchen access to cellar. First floor: Two bedrooms, shower bathroom Exterior: Gardens front and rear
<b>Note</b>	UPVC double glazed window to front, central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion.
<b>Viewing</b>	Auction Department 0161 443 4740

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## 18 Chester Street, Denton, Manchester M34 6DP

Three bedroom terrace property.

<b>Directions</b>	From Stockport Road (A6017) turn onto St Lawrence Road then onto Chapel Field Road
<b>Accommodation</b>	Ground floor: Hall, lounge, kitchen, bathroom First floor: Three bedrooms Exterior: Front & rear garden
<b>Note</b>	Partial double glazing. The vendor of this property is a director of Edward Mellor Ltd.
<b>EPC rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
16

GUIDE PRICE: £80,000+



## 94 Bury Street, Reddish, Stockport SK5 7RE

Two bedroom terrace property.

<b>Directions</b>	Off Sandy Lane (B6167) turn into Jersey Road and right at the top into Bury Street
<b>Accommodation</b>	Ground floor: Lounge, re-fitted kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	To be sold subject to a tenancy - periodic tenancy from 11/02/14 at £485pcm - please refer to the legal pack for more information. The tenant has expressed a desire to stay.
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only call 0161 443 4740



## 6 Culcheth Lane, Newton Heath, Manchester M40 1LR

Two bedroom terrace property.

<b>Directions</b>	Located on Culcheth Lane close to junction of Briscoe Lane
<b>Accommodation</b>	Ground floor: Two rooms, kitchen First floor: Two rooms, bathroom Second floor: One room Exterior: Small front garden, yard space to rear
<b>Notes</b>	Double glazed, central heating
<b>Possession</b>	Tenanted on AST agreement reported as £525 PCM - please refer to the legal pack for further details
<b>Viewing</b>	Viewings are available strictly by appointment with the Auction department 0161 443 4740



## 8 Culcheth Lane, Newton Heath, Manchester M40 1LR

Two bedroom terrace property.

<b>Directions</b>	Located on Culcheth Lane close to junction of Briscoe Lane
<b>Accommodation</b>	Ground floor: Two rooms, kitchen First floor: Two rooms, bathroom Second floor: One room Exterior: Small front garden, yard space to rear
<b>Notes</b>	Double glazed, central heating
<b>Possession</b>	Tenanted on AST agreement reported as £525 PCM - please refer to the legal pack for further details
<b>Viewing</b>	Viewings are available strictly by appointment with the Auction department 0161 443 4740



## 12 Culcheth Lane, Newton Heath, Manchester M40 1LR

Two bedroom terrace property.

<b>Directions</b>	Located on Culcheth Lane close to junction of Briscoe Lane
<b>Accommodation</b>	Ground floor: Two rooms, kitchen First floor: Two rooms, bathroom Second floor: One room Exterior: Small front garden, yard space to rear
<b>Notes</b>	Double glazed, central heating
<b>Possession</b>	Tenanted on AST agreement reported as £495 PCM - please refer to the legal pack for further details
<b>Viewing</b>	Viewings are available strictly by appointment with the Auction department 0161 443 4740



## 154 Abbey Hey Lane, Abbey Hey, Manchester M18 8TH

Three bedroom end terrace property.

<b>Directions</b>	From Ashton Old Road (A635) turn into Capital Road and which runs straight into Abbey Hey Lane
<b>Accommodation</b>	Not inspected Ground floor: Hall, through lounge/dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - periodic tenancy from 2/8/12 at £620 per month - please refer to the legal pack for more information
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only call 0161 443 4740



## 17 Hawthorn Street, Gorton, Manchester M18 8QD

Two bedroom terrace property.

**Directions** Located off Chapman Street, off Carberry Road or Ewan Street.

**Accommodation** Ground floor: Vestibule, lounge, dining room, kitchen  
First floor: Two bedrooms, bathroom  
Exterior: Small front garden & rear yard

**Notes** Gas central heating, double glazing. EPC rating E

**Possession** Vacant on completion

**Viewing** Auction department 0161 443 4740

LOT  
22

GUIDE PRICE: £95,000+



**Northwest House, Apartment A Coopers Brow, Lower Hillgate, Stockport SK1 1JE**  
**Two bedroom high quality modern Town Centre apartment.**

<b>Directions</b>	The development is located in the thriving heart of Stockport Town Centre in the trendy Hillgate and Underbanks conservation areas close to all amenities.
<b>Accommodation</b>	Communal Courtyard, communal hallway, inner hallway, lounge, kitchen dining room, two bedrooms, en-suite to master bedroom, bathroom.
<b>Notes</b>	Central heating, modern decor, fixtures and fittings throughout. The apartments are to be sold with new 250 year leases, ground rent £150 per annum.
<b>EPC rating</b>	D
<b>Possession</b>	Tenanted on six month AST at £600 per calendar month, refer to legal pack for further information.
<b>Viewing</b>	Viewings may be available by appointment.





**Northwest House, Apartment B Coopers Brow, Lower Hillgate, Stockport SK1 1JE**  
**One bedroom modern Town Centre apartment.**

<b>Directions</b>	The development is located in the thriving heart of Stockport Town Centre in the trendy Hillgate and Underbanks conservation areas close to all amenities.
<b>Accommodation</b>	Communal Courtyard, communal hallway, inner hallway, living room into kitchen, split level bedroom, bathroom.
<b>Notes</b>	Central heating, modern decor, fixtures and fittings throughout. The apartments are to be sold with new 250 year leases, ground rent £150 per annum.
<b>EPC rating</b>	C
<b>Possession</b>	Tenanted on six month AST at £500 per calendar month, refer to legal pack for further information.
<b>Viewing</b>	Viewings may be available by appointment.

LOT  
24

GUIDE PRICE: £85,000+



**Northwest House, Apartment C Coopers Brow, Lower Hillgate, Stockport SK1 1JE**  
**One bedroom modern duplex Town Centre Apartment.**

<b>Directions</b>	The development is located in the thriving heart of Stockport Town Centre in the trendy Hillgate and Underbanks conservation areas close to all amenities.
<b>Accommodation</b>	Communal Courtyard, communal hallway, inner hallway, living room into kitchen, split level bedroom, bathroom.
<b>Notes</b>	Central heating, modern decor, fixtures and fittings throughout. The apartments are to be sold with new 250 year leases, ground rent £150 per annum.
<b>EPC rating</b>	C
<b>Possession</b>	Tenanted on six month AST at £500 per calendar month, refer to legal pack for further information.
<b>Viewing</b>	Viewings may be available by appointment.



## 30 Brookhey, Hyde, Cheshire SK14 2DY

Two bedroom ground floor apartment.

<b>Directions</b>	Off Read Street West, off Mill Lane, off Manchester Road (A57)
<b>Accommodation</b>	Ground floor: Hall, open plan lounge, dining, kitchen with built in oven and hob, two bedrooms - one with en-suite, bathroom Exterior: Communal grounds and allocated parking space
<b>Note</b>	Double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	To be sold subject to a tenancy - twelve month AST from 9/12/15 at £500 per month
<b>Viewing</b>	Viewings are available strictly by appointment only - call 0161 443 4740



## 28 Gill Street, Moston, Manchester M9 4FZ

Terrace house in two flats.

<b>Directions</b>	Off Moston Lane
<b>Accommodation</b>	Not inspected: Ground floor: Entrance hall leading to both flats. Flat one- lounge, bedroom, kitchen and bathroom. First floor, Flat two - landing, lounge, kitchen, bedroom, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating & double glazing
<b>EPC rating</b>	On order
<b>Possession</b>	Tenanted - please refer to the legal pack for further information
<b>Viewing</b>	Auction Department 0161 443 4740



## 6-8 Bindloss Avenue, Eccles, Manchester M30 0DU

Pair of Victorian properties on a substantial site suitable for conversion STP,

<b>Directions</b>	Located in highly popular residential location around 500m from Salford Royal Hospital
<b>Details</b>	This pair of early Victorian semi-detached properties have large accommodation over four floors inclusive of cellars with 14 bedrooms on first and second floors. The ground floors both have two large reception rooms, kitchen and ancillary rooms. The site area is close to 0.5 Acres. The properties are in need of full refurbishment and we are advised by the vendor that the roof has been renovated.
<b>Planning</b>	There is reference to an historic outline application for 12 flats dated July 1997. The properties may lend themselves to conversion subject to the necessary consents and the site is considered suitable for redevelopment in whole or part, again subject to the necessary consents. All interested parties are advised to consult with the local planning department directly at Salford City Council, Salford Civic Centre, Chorley Road, Swinton, Salford, M27 5AW: Telephone 0161 794 4711.
<b>Notes</b>	EPC on order. Refer to legal pack for actual site layout- map is for identification purposes only.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment only: Auction department 0161 443 4740

LOT  
28

GUIDE PRICE: £105,000+



## 36 Grenville Street, Dukinfield SK16 4TE

Three bedroom terrace property.

<b>Directions</b>	Off Pickford Lane, off King Street (A627)
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Front garden, rear yard and communal garden
<b>Note</b>	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd.
<b>EPC</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## 25 Osborne Street, Bredbury, Stockport SK6 2BT

Three bedroom semi-detached property

<b>Directions</b>	Off Stockport Road West (B6104).
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear, driveway
<b>Note</b>	Gas central heating and double glazing. Refurbishment opportunity We have been made aware that there is a registered boundary dispute by a neighbour
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
30

GUIDE PRICE: £30,000+



**Old School Court, Flat 31 Old School Drive, Moston, Manchester M9 8DR**  
**One bedroom second floor flat**

**Directions** Off Dormett Street, Off Old Market Street, Off Middleton Old Road, Off Rochdale Road (A664)

**Accommodation** Second Floor: Communal hallway, inner hall, lounge, kitchen, bedroom, shower room

**Note** Electric heaters. Communal parking.

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740





## 4 Rushton Grove, Openshaw, Manchester M11 1NN

Three bedroom terrace property.

<b>Directions</b>	Off Lees Street, off Ashton Old Road (A635)
<b>Accommodation</b>	Ground floor: Hall, lounge, kitchen/diner, bathroom First floor: Three bedrooms Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC rating</b>	E
<b>Possession</b>	Tenanted - please refer to the legal pack for further details
<b>Viewing</b>	Auction department 0161 443 4740



## 19 Heywood Lane, Austerlands, Oldham OL4 4BB

Three bedroom semi-detached property.

<b>Directions</b>	Off Huddersfield Road (A62)
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, shower room Exterior: Front & rear gardens
<b>Note</b>	Gas central heating & partial double glazing. The vendor of this property is a director of Edward Mellor Ltd.
<b>EPC rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



**405 Manchester Road, Droylsden, Manchester M43 6QF**  
**High quality mixed use investment property on busy main road.**

<b>Directions</b>	The property is located on Manchester Road, close to Edge Lane and opposite Metrolink stop
<b>Ground floor</b>	Retail unit, workshop/retail unit, self contained single lock up unit
<b>Flat</b>	Ground floor entrance. Living room, kitchen, bathroom and two bedrooms on first floor, second floor bedroom. Roof garden off kitchen. Well-presented throughout.
<b>Notes</b>	Double glazing and central heating in flat. EPC ratings to follow. Lined photograph for purpose of identification only- please refer to the legal pack for the actual boundaries.
<b>Possession</b>	Tenanted unless otherwise specified. Both properties have been let by informal arrangements with the current owners and both tenants are willing to sign full leases.
<b>Viewing</b>	The properties are tenanted and viewings will be available strictly by appointment with the Auction Department 0161 443 4740



## The Barnhouse, 50 Higher Bents Lane, Bredbury, Stockport SK6 2JW

Detached former restaurant for alternative development STP.

<b>Directions</b>	Located on Higher Bents Lane adjacent to Hunters Close
<b>Details</b>	This former restaurant offers accommodation (which is circa 340 sq m) over two floors comprising open plan dining area to two sides, bar, pool room, kitchen and WCs on the ground floor, the first floor comprising open plan dining area and bar, plus large storage room. The property stands on grounds circa 900 sq m providing yard space, gardens and car parking.
<b>Notes</b>	The business is currently still trading on limited hours and no bookings have been taken for future events meaning the property is free from any ties for functions. There is no business element included in the sale and fixtures and fittings may be available under separate negotiation. Please note that VAT may be payable on the purchase price and all parties are advised to consult with their own solicitors or by contacting HMRC directly relating to options to disapply VAT for residential conversion of commercial premises. EPC rating C.



<b>Planning</b>	The property is considered suitable for residential redevelopment or alternative commercial uses subject to the necessary consents and all interested parties are advised to make their own enquiries directly to the local council planning department.
<b>Important notice</b>	The lot is being offered in conjunction with Clegg Gate Farm and consideration to pre-auction offers for both will be considered.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment with the Auction Department: 0161 443 4740

LOT  
35

GUIDE PRICE: £275,000+



## Clegg Gate Farm, 50 Higher Bents Lane, Bredbury, Stockport SK6 2JW

### Detached stone-built farmhouse on site considered suitable for development

<b>Directions</b>	Located on Higher Bents Lane adjacent to Hunters Close
<b>Accommodation</b>	Ground floor: Farmhouse dining kitchen, utility room and WC, family lounge, second reception room, conservatory. First Floor: Small landing, five bedrooms, bathroom Exterior: Enclosed lawn garden, parking areas to side plus two garages.
<b>Notes</b>	The property is being offered in conjunction with The Barnhouse and please be aware that if the Barnhouse fails to meet the reserve price or sells prior to the auction then it will not be offered.
<b>Planning</b>	The property is considered suitable for residential redevelopment or alternative uses subject to the necessary consents and all interested parties are advised to make their own enquiries directly to the local council planning department.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment with the Auction Department: 0161 443 4740



## 12 Amos Street & 7 & 9 Mora Street, Moston, Manchester M9 4NW

Commercial property in three parts for development subject to planning.

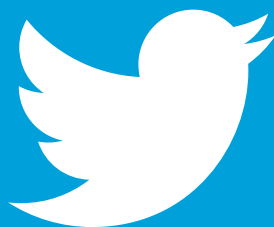
<b>Directions</b>	The property is located on the corner of Amos Street and Mora Street in a predominantly residential location
<b>Details</b>	The property comprises three separate properties with two being interconnected on Amos Street and Mora Street and one single storey attached property on Mora Street. Internally the premises are arranged as three separate rooms on the ground floor with a single basement and two interconnecting room on the first floor. The attached single storey property is open plan in nature. Externally there is a yard space to the rear with access from Amos Street.
<b>Notes</b>	The properties may be suitable for residential conversion and development of parts subject to the necessary consents and all parties are advised to consult with the local planning department directly. EPC exempt
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



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## 7 Town Lane, Bebington, Wirral CH63 5JB

Tenanted shop with two bedroom self-contained flat over.

<b>Directions</b>	Located off Old Chester Road (B5149)
<b>Details</b>	7- Ground floor shop unit 60 sq m retail space and store 7a (Flat) Ground floor entrance, living room, kitchen, two bedrooms, bathroom
<b>Notes</b>	Flat double glazing and central heating
<b>EPC rating</b>	7a D. 7 on order
<b>Possession</b>	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
<b>Viewings</b>	Please do not disturb the tenants, viewings may be available by contacting the Auction Office on 0161 443 4740

LOT  
38

GUIDE PRICE: £25,000+



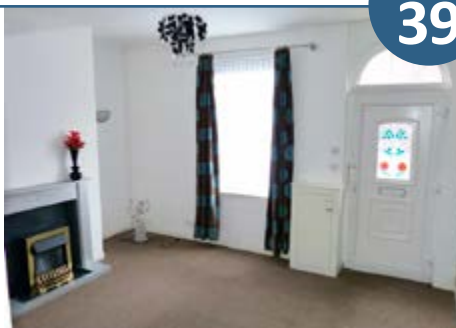
## Land To East Side Of, Broughton Lane, Sheffield S9 2EP

Parcel of land circa 4 Acres (1.6 Hectares).

<b>Directions</b>	Located to the East of Broughton Lane (A6102) close to Sheffield Arena.
<b>Details</b>	The parcel of land is located to the east side of the Valley Entertainment Complex located behind Hollywood Bowl and Nando's and fronting the Sheffield and Tinsley Canal Tow Path. The site may lend itself to alternative uses subject to the relevant permission.
<b>Notes</b>	The postcode may not be fully accurate. The lined and shaded plan is for purposes of identification only and must not be relied on as being exact: please refer to the online legal pack for the title plan and relevant documentation. All interested parties are advised to consult with the local planning department directly. Sheffield City Council, 0114 203 9193, <a href="mailto:planningdc@sheffield.gov.uk">planningdc@sheffield.gov.uk</a>
<b>Possession</b>	The land is sold with the encumbrance of a pipeline that we are advised generates circa £2,000 per annum under lease: the full details of which will be included in the online legal pack.
<b>Viewing</b>	Open site.

**GUIDE PRICE: £74,000+**

**LOT  
39**



## **37 Gilmour Street, Middleton M24 1BS**

**Two bedroom terrace property.**

<b>Directions</b>	Located off Langton Street off Townley Street, close to Middleton Arena and Town Centre
<b>Accommodation</b>	Ground floor; Living room, dining kitchen First floor: Two bedroom, bathroom Exterior: Walled yard to rear
<b>Notes</b>	Double glazed, central heating
<b>EPC rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
40

GUIDE PRICE: £95,000



## 287 London Road, Hazel Grove, Stockport SK7 4PS

Two storey retail/office space on busy main road.

<b>Directions</b>	Located on the A6 opposite McDonalds and KFC
<b>Details</b>	Ground floor: 34 sq m, office/retail space) and kitchen First floor Mezzanine floor (12.7 sq m ) plus bathroom
<b>Notes</b>	Property has air conditioning (not tested). EPC rating: On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment: Auction department 0161 443 4740



## 39 Edith Street, Oldham OL8 2AL

Three bedroom end terrace property.

**Directions** Off Dowry Street, Off Ashton Road (A627).

**Accommodation** Ground Floor: Hall, Lounge, dining room, kitchen  
First Floor: Three bedroom and bathroom.  
Exterior: Rear yard

**Note** Gas central heating and double glazing.

**EPC Rating** On order

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

LOT  
42

GUIDE PRICE: £395,000+



## Dirk Farm, Mossley Road, Ashton-under-Lyne OL6 9AQ

16th Century, five bedroom farmhouse with annex/flat.

<b>Directions</b>	Proceeding up Mossley Road (A670) the property is located on the left before The Hart's Head pub.
<b>Accommodation</b>	Ground Floor: Porch, reception hall, separate WC, breakfast kitchen, lounge, inner hallway, front vestibule, sitting/dining room snug/bar, utility room, store room, work room, double garage, rear vestibule, outbuilding/stable First floor; landing, five bedrooms, master with en-suite, galleried landing and bathroom Flat/Annex; Lounge, kitchen area, bedroom, bathroom External: Surrounding gardens with views overlooking the Golf Club
<b>Note</b>	Oil central heating and part double glazing.
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Parcel Of Land, Bombay Street, Ashton-under-lyne OL6 9LU

Small parcel of land considered suited for development subject to planning.

<b>Directions</b>	The land is located on the corner of Bombay Street and Curzon Road
<b>Details</b>	The parcel of amenity land is located in a predominantly residential location. Part of the plot has been fenced off as a garden which was subject to a tenancy to the previous occupant. The vendors advise that they have been given verbal permission from the previous garden tenant that the fencing panels can be removed.
<b>Notes</b>	The map is for purpose of identification only: please refer to the online legal pack for the title plan and relevant documentation. All interested parties are advised to consult with the local planning department directly: Tameside Metropolitan Borough Council, Planning and Building Control, Clarence Arcade, Stamford Street, Ashton-under-Lyne, Tameside, OL6 7PT. Tel: 0161 342 4460.
<b>Tenure</b>	Vacant on completion.
<b>Viewing</b>	Open site

LOT  
44

GUIDE PRICE: £50,000+



## 132 Hyde Road, Denton, Manchester M34 3DH

Premises with yard and garage space suitable for redevelopment STP.

<b>Directions</b>	Located on Hyde Road opposite the Angel Public House.
<b>Details</b>	Site area 150 sq m or thereabouts, comprising part stone built detached building with origins dating back over 250 years. Gated access to yard and rear covered garage area. Bus stop located close to front of property.
<b>Notes</b>	The plot is considered suitable for several styles of redevelopment subject to the necessary consents. All interested parties are advised to make their own enquiries with the local planning department directly: Tameside Metropolitan Borough Council, Planning and Building Control, Clarence Arcade, Stamford Street, Ashton-under-Lyne, Tameside, OL6 7PT. Tel: 0161 342 4460.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740





## 47 - 49 New Hall Lane, Preston PR1 5NY

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

<b>Directions</b>	Located on the A59 New Hall Lane on corner of Plevna Road near to Lidl supermarket.
<b>Ground floor</b>	Sales/office area with open plan aspect, rear storage, WC and kitchen. NIA approximately 130 sq m (1,400 sq ft)
<b>First floor</b>	Open plan split level office space, two offices, kitchen area, two WCs. NIA circa 111 sq m (1,200 sq ft)
<b>Basement</b>	Large basement in three chambers running full length of building, tanked. Power, light and carpeting in part.
<b>Exterior</b>	Small rear yard area
<b>Notes</b>	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.
<b>Viewing</b>	Auction department 0161 443 4740



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

Modern four bedroom detached property.

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



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

Pair of two bedroom flats plus development site to rear.

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

LOT  
48

GUIDE PRICE: £330,000



## Rosta House, 144 Castle Street, Stockport SK3 9JH

Large detached office building considered suitable for development STP.

<b>Directions</b>	Rosta House is a prominent office building on Castle Street, the main thoroughfare for Edgeley.
<b>Details</b>	The property comprises office space over two floors with basement and is currently majority vacant with one office suite let. Ground floor: Entrance porch, reception hallway, inner hallway, WCs, three interconnecting office suites. First floor: Landing, four offices, large rear office. Basement: cellar chambers. Exterior: large car park to front, large rear garden area.
<b>Notes</b>	The property is majority double glazed, central heating and air conditioning: EPC rating D
<b>Planning</b>	The property is considered suitable for change of use or conversion subject to the necessary consents and all interested parties are advised to make their own enquiries directly to the Planning Department at Stockport Metropolitan Borough Council.
<b>Possession</b>	One office suited tenanted, details to follow on 2 year lease with break clause after 12 months. Details will be made available in the on line legal pack.
<b>Viewing</b>	Auction department 0161 443 4740



**Former Community Of Christ Church, Beresford Road, Longsight, Manchester M13 0TA**

**Former Church buildings suitable for alternative use/redevelopment STP.**

<b>Directions</b>	The property is located on Beresford Road on the corner of Slade Grove in predominantly residential location with parades of local shops nearby.
<b>Overview</b>	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.
<b>Former Church</b>	The premises comprise entrance hall with WCs flanking, main hall, kitchen area and further WC to the rear. Gas central heating system (not tested)
<b>Church Hall</b>	Comprising main room with kitchen and WC to the rear Electric wall heaters (not tested)
<b>Planning</b>	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
<b>Notes</b>	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. Twelve week completion available.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
50

GUIDE PRICE: £50,000+



## Flat 11, Surrey Lodge, 2-4 Birch Lane, Longsight M13 0NN

Ground floor flat ideal for first time buyers close to Manchester City Centre.

<b>Directions</b>	Surrey Lodge is found at the top end of Birch Lane off Stockport Road (A6)
<b>Accommodation</b>	Ground floor entrance, hallway, living room and bedroom area, kitchen/diner, bedroom, bathroom. Exterior: Communal grounds with parking facility.
<b>Notes</b>	Storage heaters. Service charge £80 per month inclusive of maintenance of communal parts and building insurance. The building is held on long lease with circa 72 years left. The flat cannot be let out.
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## 15 Stream Terrace, Offerton, Stockport SK1 4AS

Development site with PP and two bedroom semi detached property.

<b>Directions</b>	Off Victoria Road, Off Turncroft Lane, Off Hall Street (A626)
<b>Description</b>	Ground floor: Living room, dining kitchen First floor: Two bedroom, bathroom Exterior: Gardens to front and side, large plot with PP to rear.
<b>Notes</b>	Double glazed, central heating (not tested), EPC rating D
<b>Planning</b>	Planning permission has been granted for the erection of a pair of three bedroom semi-detached dwellings to the rear of the property, REF:DC/051997. All interested parties are advised to consult with the local planning department directly at Stockport Metropolitan Borough Council
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
52

GUIDE PRICE: £110,000+



## 37 Graver Lane, Newton Heath, Manchester M40 1GN

Four bedroom end terrace property.

Directions	Off Oldham Road (A62)
Description	Ground floor: Hall, Lounge/diner, W.C, kitchen, cellar First floor: Three bedrooms (one en-suite), bathroom Second Floor: Bedroom with en-suite bathroom Exterior: Rear yard, parking to front
Note	Gas central heating & double glazing
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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## 20 Stonehurst, Hibbert Lane, Marple, Stockport SK6 7NT

### One bedroom first floor retirement flat.

<b>Directions</b>	Off Stockport Road (B6101).
<b>Accommodation</b>	Communal entrance, communal hall, stairway and lift access First Floor: Flat entrance, hall, lounge, kitchen, bedroom, bathroom, storage cupboard Communal gardens and parking
<b>Note</b>	Over 55's only and 70% shared ownership. The service charges and rents payable can be found in the legal pack Gas central heating and single glazed windows The property cannot be sub-let
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
54

GUIDE PRICE: £55,000+



## Apartment 3, 2 & 4 Market Avenue, Ashton-under-lyne OL6 6AD

Two bedroom second floor apartment.

<b>Directions</b>	Located in the Town Centre on Stamford Street Central at its junction with Market Avenue.
<b>Accommodation</b>	Second Floor: Hall, open plan lounge/ kitchen, two double bedrooms - one with en-suite shower room, bathroom Mezzanine Floor: Gallery study/sitting area
<b>Note</b>	Double glazing, laminate flooring and electric heating. The interior photos were taken before the tenant moved in and were provided by the seller
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - let on a six month AST from 1/1/14 at £400 per month
<b>Viewing</b>	Auction Department 0161 443 4740



## 168 Hyde Road, Denton, Manchester M34 3DN

Two bedroom terrace property.

<b>Directions</b>	On main A57 near Peter Street
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Second floor: Bedroom three Exterior: Rear yard and small front area
<b>Note</b>	Gas central heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Abbot Grange, Newport Street, Oldham OL8 1RE

0.65A site with planning for 5 No. detached dwellings in sought after location.

**Directions** The site is located in a very exclusive and sought after residential location close to Werneth Park

**Details** The site historically had a large residential care home with separate dwelling contained within the grounds.  
The site is estimated at 0.65 Acre (0.26 H) and flanked by a natural stone boundary which will create a very private cul-de-sac environment for these developed properties.

**Planning** The plans submitted and approved ref ref: PA/336714/15 are for the demolition of the former care home and residential dwelling and erection of Five No. 5 bedroom detached dwellings with accommodation over three floors with associated gardens and landscaping. There may be scope for alternative development subject to planning permission and all interested parties are advised to make their own enquiries to the local planning department directly: Oldham Council:  
Email: [planning@oldham.gov.uk](mailto:planning@oldham.gov.uk) or telephone 0161 770 4105.



<b>Maps and boundaries</b>	All maps and drawings are for purposes of illustration only and must not be relied on as being wholly accurate: please refer to the online legal pack for the title plans. All planning documents are available online via the Oldham Council Planning Pages.
<b>Notes</b>	The current site has been cleared with exception of the separate dwelling/site office which will remain until completion unless otherwise requested. This former's owner/management accommodation comprises hallway, WC, two receptions and kitchen on the ground floor, three rooms and bathroom to the first floor. The vendors of the plot have advised that will be open to pre-auction offers who can complete in the relevant timescale.
<b>Possession</b>	The site is offered with vacant possession, any materials left on the site at completion will remain in situ.
<b>Viewings</b>	Site inspections will be available by appointment only for safety and security purposes, contact the auction department on 0161 443 4740



## 29 – 31 Clarendon Place, Hyde SK14 2ND

Mixed use property with PP for residential on two floors.

<b>Directions</b>	Located in Hyde Centre close to main car parks, Clarendon Centre and KFC
<b>Commercial Elements</b>	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
<b>Upper floors</b>	Side access at ground floor: First floor: two large rooms, second floor: Two large rooms
<b>Exterior</b>	The boundary extends approximately 16ft from the rear of the property in line with the side elevations providing parking for around 4 vehicles, please refer to title plan for accurate details.
<b>Notes</b>	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.
<b>Possession</b>	29 Tenanted, 31 and upper two floors vacant
<b>Viewing</b>	Auction department 0161 43 4740



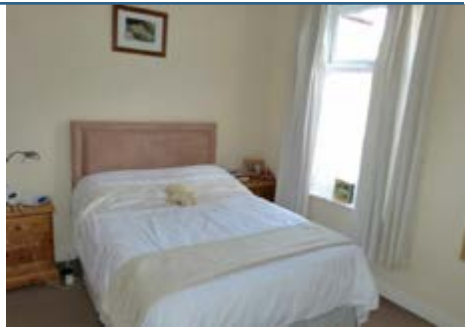
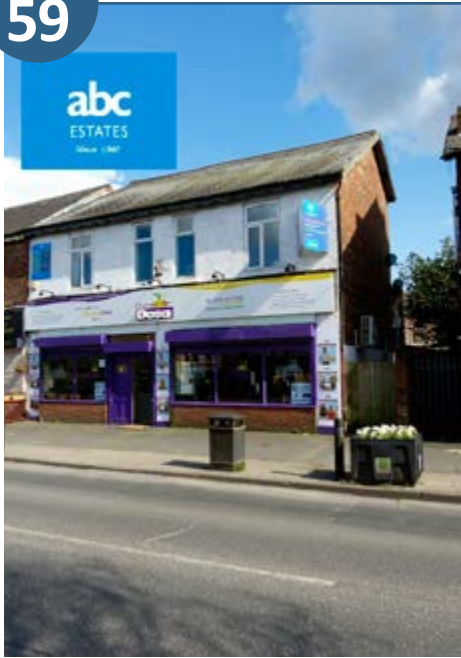
## 2a Humphrey Street, Ince, Wigan WN2 2HS

Development property to comprise 6 No. one and two bedroom flats.

<b>Directions</b>	Off Manchester Road (A577) via Belle Green Lane and Engineer Street.
<b>Details</b>	Former warehouse/storage facility with permission for six No. One and two bedroom flats. Ground floor: 175 sq m (1,890 sq ft), first floor 175 sq m (1,890 sq ft). Exterior: land to side/rear
<b>Notes</b>	Planning permission granted on 17th December 2015 ref: A/15/81565/PDP, all interested parties are advised to make their own enquiries directly to: Wigan Council, Planning & Transport, Places Directorate, PO Box 100, Wigan WN1 3DS. Tel: 01942 489250. Photographs used are artistic impressions.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
59

GUIDE PRICE: £300,000+



## 303-305 Palatine Road, Northenden, Manchester M22 4HH

Mixed use commercial investment property, restaurant and two duplex flats.

<b>Directions</b>	Located on the east side of Palatine Road within close proximity of J4 of the M60.
<b>Details</b>	The property is of mixed use with commercial occupants on the ground floor and two separate residential occupants in the flats above.
<b>Ground Floor</b>	Restaurant premises, NIA 1,620 sq ft (150.5 sq m) trading as Dosa Indian Restaurant on 10 year IRI lease for 1/08/2014 with 50% responsibility for external repairs and maintenance current rent £12,500 rising annually toward year 5 at £14,000 with upward only reviews after year five. Please read the full tenancy agreement in the online legal pack for break clause details. EPC rating C
<b>Flats</b>	Both flats are duplex in nature both comprising lounge, kitchen and two bedrooms on the first floor, large bath/shower room on the second floor. Both flats are currently tenanted on AST agreements until March and April 2016 which are and will be currently holding over unless otherwise stated. The combined annualised income is £11,040, full lease details will be contained within the legal pack. EPC ratings 303a C, 305a D
<b>Possession</b>	Tenanted unless otherwise specified.
<b>Viewing</b>	Viewings may be available strictly by appointment with the Auction Department 0161 443 4740





## 22 Valley Road, Hyde SK14 3PP

Three bedroom town house.

<b>Directions</b>	Valley Road(one way road) off Clough End Road
<b>Accommodation</b>	Ground floor: Porch, hallway, living room, kitchen, outside storage room with door to side. First floor: Three bedrooms, bathroom Exterior: Garden to rear, front garden area with decking.
<b>Notes</b>	Double glazing, central heating
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
61

GUIDE PRICE: £98,000+



## 16 Laburnum Road, Denton, Manchester M34 2NE

Three bedroom mid terrace property with garden.

<b>Directions</b>	Off Hyde Road (A57) or Reddish Lane (B6167)
<b>Accommodation</b>	Ground floor: Hallway, open plan living and dining room, good size fitted kitchen First floor: Three bedrooms, bathroom Exterior: Small block paved front garden, rear lawn garden
<b>Notes</b>	Double glazed, central heating
<b>EPC rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**GUIDE PRICE: £25,000+**

**LOT  
62**



## 22 Lion Street, Church, Accrington BB5 4JB

Two bedroom terrace property.

**Directions** Off Victoria Street, Off Edward Street

**Accommodation** Not inspected  
Ground Floor: Lounge, kitchen  
First Floor: Two bedrooms,  
bathroom

**EPC rating** F

**Possession** Vacant on completion

**Viewing** Auction department 0161 443  
4740

**GUIDE PRICE: £23,000+**

**LOT  
63**



## 18 Pritchard Street, Burnley BB11 4JY

Two bedroom terrace property.

**Directions** Off St Matthew Street (B6239)

**Accommodation** Ground floor: Lounge, kitchen  
First floor: Two bedrooms,  
bathroom  
Exterior: Rear yard

**EPC rating** D

**Possession** Vacant on completion

**Viewing** Auction department 0161 443  
4740

LOT  
64

GUIDE PRICE: £57,000+



## 41 Pinnington Road, Gorton, Manchester M18 8NR

Two bedroom terrace property with nursery.

**Directions** Located off Chapman Street which is off Hyde Road (A57)

**Accommodation** Ground floor: Open plan lounge/dining room, kitchen  
First floor: Two bedrooms, nursery/study, bathroom  
Exterior: Rear yard

**Notes** Gas central heating and double glazing

**EPC rating** D

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740



## 7a Grove Road, Liverpool L6 8NA

Six bedroom semi-detached property with HMO potential

<b>Directions</b>	Off Prescott Road (A57)
<b>Accommodation</b>	Ground Floor: Hall, lounge, two bedrooms/reception rooms, shower room, kitchen, storage room First Floor: Landing, four bedrooms 1 with en-suite, bathroom, 2 storage cupboards/rooms. Externally: Garden to rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 9 Langfield Crescent, Droylsden, Manchester M43 7JH

Three bedroom semi-detached property.

<b>Directions</b>	Off Jack Lane, Off, Moorside Street/Market Street, Off Ashton Road (A662).
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear garden
<b>Note</b>	Rear yard. Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

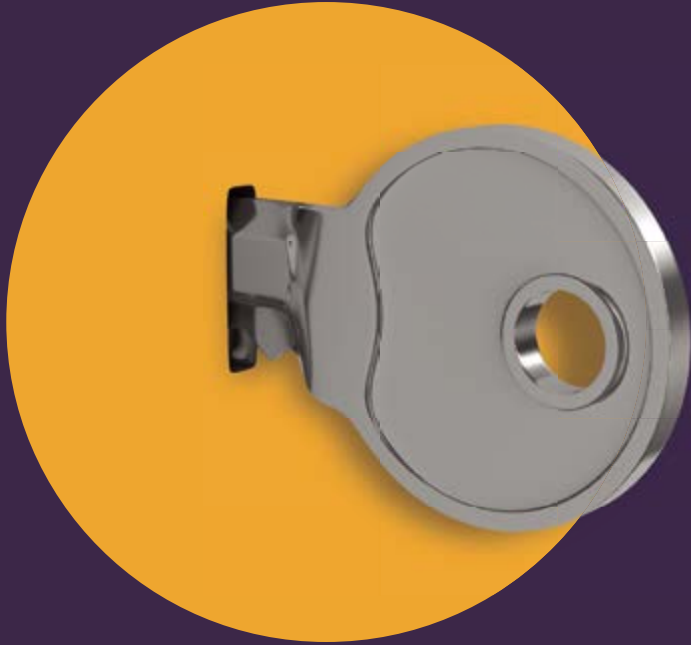


## 56 Osborne Road, Blackpool FY4 1HQ

Nine - ten bedroom terrace property formally a guest house.

<b>Directions</b>	Off Station Terrace, Off Lytham Road (B5262).
<b>Accommodation</b>	Ground Floor: Hall, dining room, kitchen. First Floor: Landing, Four bedrooms, two with en-suites and separate bathroom Second Floor: Four bedrooms and bathroom Basement: Bedroom with en-suite
<b>Note</b>	Part double glazing and gas central heating
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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## 32 Welbeck Street, Abbey Hey, Manchester M18 8GW

Three bedroom terrace property.

**Directions** Off Constable Street, off Ashton Old Road (A635)

**Accommodation** Ground floor: Hall, lounge, dining room, kitchen  
First floor: Three bedrooms, bathroom  
Exterior: Front garden & rear yard

**EPC rating** F

**Possession** Vacant on completion

**Viewings** Auction department 0161 443 4740

LOT  
69

GUIDE PRICE: £35,000+



## 27 Highwood Close, Bolton BL2 5FA

One bedroom ground floor apartment.

<b>Directions</b>	Off Newlands Avenue, off Wasdale Avenue, off Deepdale Road, off Newby Road, off Stitch-mi-Lane, off B6196
<b>Accommodation</b>	Ground floor: Hall, lounge, newly fitted kitchen with built in oven, hob and extractor, bedroom, bathroom Exterior: Shared communal areas
<b>Note</b>	Electric heating and majority double glazing
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



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

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

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



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

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

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



## 22 Goring Avenue, Gorton, Manchester M18 8WW

Tenanted three bedroom quasi semi.

**Directions** Off Meadfoot Road, Off Chapman Street, Off Hyde Road (A57).

**Accommodation** Not inspected  
 Ground Floor: Hall, lounge diner, kitchen  
 First Floor: Landing, three bedrooms, bathroom  
 Exterior: Driveway to the front and rear garden

**Note** Gas central heating and double glazing

**EPC Rating** D

**Possession** Tenanted - Refer to legal pack for more information.

**Viewing** Auction Department 0161 443 4740



## 9 Cromwell Road, Eccles, Manchester M30 0QT

Large detached property with development potential.

<b>Directions</b>	Off Milton Road, Off Liverpool Road (A57).
<b>Accommodation</b>	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
<b>Note</b>	The property has lapsed planning permission for a separate dwelling of 9-11 apartments Gas central heating and part double glazing
<b>EPC Rating</b>	Or order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740







# Terms and Conditions

## For proxy and telephone bidding

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

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

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

In the case of telephone bidding, the purchaser may instead provide a blank cheque which the auctioneers will complete on behalf of the successful purchaser for 10% of the purchase (minimum £3000) price and auctioneers costs if applicable 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), auctioneers costs if applicable 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, and auctioneers costs if applicable both payable to Edward Mellor Ltd."

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# Common auction conditions

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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) outgoings 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

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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 APPOINTMENTIONS

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 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.



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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 to 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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