

EDWARD  
**mellor**  
AUCTION



WEDNESDAY 14 SEPTEMBER 2016

REGISTRATION 1PM  
AJ BELL STADIUM, SALFORD, M30 7EY



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



# Success stories from our previous auction

**GUIDE PRICE**  
£65,000+

**LOT 2**



**SOLD AT**  
£83,000

**GORTON**

**GUIDE PRICE**  
£40,000+

**LOT 8**



**SOLD AT**  
£96,500

**HYDE**

**GUIDE PRICE**  
£42,000+

**LOT 9**



**SOLD AT**  
£61,000

**OLDHAM**

**GUIDE PRICE**  
£70,000+

**LOT 41**



**SOLD AT**  
£106,000

**SALFORD**

**GUIDE PRICE**  
£430,000+

**LOT 46**



**CHRISTIE & CO**

**SOLD PRIOR**  
**UNDISCLOSED**

**WIRRAL**

**GUIDE PRICE**  
£75,000+

**LOT 57**



**SOLD AT**  
£98,000

**RUSHOLME**

# 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.



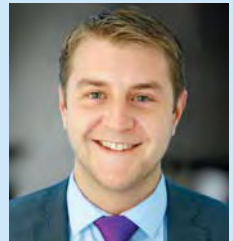
**NICK GREEN**  
**Auctioneer & Head  
of Commercial**



**SCOTT GRAYSON**  
**Head of Auction**



**LOUISE McDONALD**  
**Head of Residential**



**ANDY THOMPSON**  
**Auction Consultant**

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!

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.

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.

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 Valuer**



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



**MICHAEL BULMER**  
**Viewing Agent**

# When & where?

## AUCTION

## CLOSING DATE

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

"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 0.6% Buyers Premium with a minimum of £780.00 (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!**



Enter your house into our October auction and if it doesn't sell you don't pay a thing!

———— CLOSING DATE FOR LOTS ————  
**WEDNESDAY 5 OCTOBER**

Take advantage of our no sale, no fee offer whilst you still can.  
Enter your property into our October auction now for...

- ▶ Longer **LEAD-TIME** to sell your property pre-, during and post-auction
- ▶ Longer for your **POTENTIAL BUYERS** to do their due diligence
- ▶ The best chance to **GENERATE INTEREST** and get the **BEST PRICE** for your property

Time limited offer — act quickly to avoid disappointment. Terms & Conditions Apply.

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AUCTION



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# 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.

# TOP 10

## Tips for Auction Day



Bring two forms of identification (passport or driving license with photo and a recent utility bill), your cheque book or debit card and all your banking details, as well as your solicitor's full contact details.



If you are planning to bid on the day, you will need to register at the reception where you will then be given a bidding paddle with your unique bidding number.



Arrive early. There is so much more happening than the auction itself. Specialists are usually on hand to advise you on buy-to-let and auction funding, legals, planning, surveying, lettings, property management.... and much more. Plus this is your last chance to check over the legal packs for any properties of interest (although this should be done earlier than Auction Day!).



On arrival, get a copy of the Amendment Sheet. This is distributed around the auction room and contains late information or alterations. Don't assume that all the properties included in the catalogue will be offered on the day – some may be withdrawn or sold prior to the auction.

**ANDY THOMPSON,**  
**AUCTION CONSULTANT**

**0161 443 4740 / 07530 704 234**

andy.thompson@edwardmellor.co.uk

 @AndyT\_\_\_ / @MellorAuction



Take a few minutes to familiarise yourself with the empty auction room before the auction starts so you are comfortable and confident in the surroundings (give me a shout and I'll happily show you around).



Take a seat or stand somewhere in the room where the auctioneer will be able to see you bidding clearly.



When bidding, make sure you gesture clearly at the auctioneer. Either raise your hand or nod/shake your head clearly. The auctioneer will warn the room when he is about to conclude a sale.



If a property fails to reach its reserve price, don't lose heart. The vendor may decide to accept your bid later at the end of the auction or in the days following. Make sure you leave your full details with me or another member of staff so that we can contact you if necessarily afterwards.



If you make a successful purchase, check whether you are required to insure the property from exchange. Usually, this is the responsibility of the seller (until completion), however sometimes this is passed on to the buyer.



Enjoy the day... and good luck! If you would like help or guidance with any aspect of the auction process prior to the day itself, then get in touch with me.

“Andy, your knowledge of property auctions and the help you offer is absolutely invaluable, thanks again for everything!”

N. Rothwell, June 2016



# HERE'S ONE THING FOR CERTAIN

Fix your Buy-to-Let  
Mortgage Rate at  
3.44% for 5 years

**3.44% • 5 YEAR FIXED • FREE LEGALS  
FREE VALUATION • £130 BOOKING FEE**

**Our fee for this service is £500, or 1.0% if greater, of the loan amount. Typically this will be £399.**

For residential property. Interest rate 3.44%. Fixed until 31 July 2021 followed by Lender's Standard Variable rate, currently 5.79%. The overall cost for comparison is 4.9% APR. ERC applies until 31 July 2021. Maximum Loan to Value 75%. Remortgage comes with free valuation and free standard legal fees. Fees payable £130 booking fee on application. The actual rate available will depend on your circumstances. Please ask for a personalised illustration. This information is correct as at 30th June 2016. Please note if you are reading this after this date it is possible this rate is no longer available. Edward Mellor Limited is an appointed representative of Openwork Limited which is authorised by the Financial Conduct Authority.

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

Call our Financial Services experts now on 0161 443 4550  
or meet our Buy-to-let Mortgage expert at the auction

# 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.



"I cannot stress enough the pivotal role that Andy Thompson has played towards the smooth acquisition process of auction properties. He has devoted significant time and effort to really understand my individual circumstances and needs in order to give me the best advice for a successful transaction. Andy's wealth of knowledge in the residential property field is very good but most importantly, I found his insight of current market conditions and business acumen more impressive.

Even more so now, I continue to value Andy's opinion highly on properties advertised through the auctioneer. From experience, I can say that his consultancy role is truly unique in this business and I always go back to Edward Mellor Auctions because of him. As a result, I have also recommended my business partner to seek his advice. Thank you so much."

F. Lim, Recent Auction Purchaser



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



**FREE SEMINAR**



Thinking of buying  
or selling at auction?

**BUT NOT TAKEN THE FIRST STEP YET?**

Our guest speaker is a property investor who began his journey by purchasing one property with Edward Mellor, and now owns THIRTY.

IDEAL FOR:

- Potential Buy-to-let landlords
- Potential property investors
- First time buyers
- Anyone with a property to sell at auction

**Seminar 11.30am**

**Auction Day, Wednesday 14<sup>th</sup> September, AJ Bell Stadium**

**TO REGISTER FOR YOUR FREE PLACE**

- ▶ Call 0161 443 4740
- ▶ Register online at [edwardmellor.co.uk/auctions](http://edwardmellor.co.uk/auctions)
- ▶ Speak to a member of the Edward Mellor team

Limited places available so register immediately to avoid disappointment



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EDWARDMELLOR.CO.UK

EDWARD  
**mellor**  
AUCTION

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**

**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.

# Order of sale

LOT	AREA	ADDRESS	DESCRIPTION
1	St Helens	28 Downland Way	Tenanted three bedroom semi-detached for investment.
2	Bolton	659 Crompton Way	Three bedroom semi-detached property.
3	Salford	65 Blandford Road	Two bedroom terrace property.
4	Moston	16 Joule Street	Two bedroom terrace property.
5	Brinnington	30 Foliage Road	Two bedroom semi detached property.
6	Levenshulme	63 Rushmere Avenue	Two bedroom end terrace property.
7	Chadderton	17 Gordon Avenue	Two bedroom terrace property.
8	Failsworth	85 Wickentree Lane	Two bedroom terrace property.
9	Deane	67 Melbourne Road	Three bedroom semi-detached property.
10	Heald Green	65 Newbury Road	Second floor flat.
11	Romiley	37 Bredbury Green	Two bedroom end terrace property.
12	Stalybridge	3 Tipperary Street	Three bedroom mews property.
13	Rochdale	25 Cumberland Road	Two bedroom semi detached property.
14	Mossley	38 Staley Road	Two bedroom end terrace property.
15	Salford	17 Barff Road	Three bedroom terrace property.
16	Moston	833 Moston Lane	Two bedroom terrace property.
17	Eccles	81-83 Barton Road	Well appointed vintage style café and traditional fish & chip shop.
18	Droylsden	14 Eastwood Avenue	Two bedroom semi-detached property.
19	Stockport	Flat 35 Mottram Towers	Two bedroom third floor flat.
20	Radcliffe	104 Cranbrook Street	Two bedroom terrace property.
21	Rochdale	304 Belfield Lane	Two bedroom terrace property.
22	Moston	28 Potters Lane	Three bedroom terrace house.
23	Bredbury	The Barnhouse, 50 Higher Bents Lane	Detached former restaurant for alternative development STP.
24	Sheffield	Ebenezer Methodist Church	Residential Investment suitable for a HMO and development.
25	Moston	20 Dollond Street	Two bedroom terrace property.
26	Salford	232 Lower Broughton Road	Mixed use investment property popular location.
27	Southport	69 Eastbank Street	Town Centre retail premises with two self-contained flats over.
28	Rusholme	13 Hartlepool Close	Two bedroom mid terrace property in need of improvement.
29	Radcliffe	121a Knowles Street	Two bedroom end terrace property.
30	Ashton-Under-Lyne	9 Cottingham Drive	Three bedroom mews property.
31	Moston	58 Cobden Street	Extended three bedroom mid terrace property.
32	Bury	29 Collen Crescent	Two bedroom semi-detached property.
33	Openshaw	735 Ashton Old Road	A5 retail unit with upper floors close to College.
34	Openshaw	Legh Arms, Ashton Old Road	Former social club on busy main road, may suit development STP.
35	Denton	23 Mancunian Road	One bedroom bungalow.
36	Oldham	2 Lewis Street	Two bedroom end terrace property.



LOT	AREA	ADDRESS	DESCRIPTION
37	Warrington	31 Folly Lane	Three bedroom semi-detached property.
38	Stockport	1 Wellington Road South	Former public house over four storeys with PP for a 20 bedroom HMO.
39	Burnley	133 Cog Lane	Two bedroom end terrace property.
40	Rochdale	Richmond Hall, Lomax Street	1,020 sq m (11,000 sq ft) multi use banqueting hall and snooker club.
41	Gorton	22 Goring Avenue	Three bedroom semi detached property.
42	New Moston	5 Eastwood Avenue	Two bedroom terrace property.
43	Rochdale	7-11 Oldham Road	Ready to trade nightclub premises over three floors in good condition.
44	Haslingden	3 Townsend Street	Two/three bedroom terrace set over four floors.
45	North Reddish	Land at Lyndhurst Road	Parcel of land with outline planning permission for 2 No. dwellings.
46	Rochdale	11 Kenworthy Street	Two bedroom terrace property.
47	Ashton-Under-Lyne	Camden House, 2 Grey Street	566.2 sq m over four floors suitable for residential conversion STP.
48	Moston	28 Gill Street	Terrace house in two flats.
49	Chorley	Land to rear of 37 Swansey Lane	Small parcel of tenanted garden/land.
50	Chorley	Land to rear of 39 Swansey Lane	Small parcel of tenanted garden/land.
51	Crumpsall	21 Cleveland Road	Five bedroom detached property with HMO licence.
52	Prestwich	Land To Side Of, 1 Woodhill Drive	Plot of land with permission to build a three bedroom detached house.
53	Abbey Hey	106 Kenyon Street	Three bedroom terrace property.
54	Rochdale	31 Stanley Street	Two bedroom terrace property.
55	Stockport	32-36 Lower Hillgate	Plot of land for mixed use development in Town Centre location.
56	Haslingden	107 Manchester Road	Two bedroom stone terrace property.
57	Stockport	10 Churchgate	Vacant retail unit for improvement close to Market Place in town centre.
58	Leigh	28 Abbey Lane	Semi-detached property currently used as a four bedroom HMO.
59	Blackpool	168 Kingscote Drive	Two bedroom semi-detached property.
60	Ashton-Under-Lyne	61-63 Stockport Road	25,000 sq ft former warehouse/light industrial and office building.
61	Blackpool	44 Shaw Road	Mid terrace property, formerly bed and breakfast/small hotel.
62	Colne	Various parcels of land	Various parcels of land in Lancashire and Darlington
63	Hyde	98 Ashton Road	Office premises on busy main road suitable for variety of uses STP.
64	Leyland	Mulberry Road	Five bedroom detached property, formerly a residential care home.
65	Ormskirk	105 Liverpool Road South	Takeaway with upper floors, possible development opportunity STP.
66	Stockport	446 Buxton Road	Site with PP to demolish and build 8 No. Apartments or 3 dwellings.
67	Buxton	Flat 5, 8 Eagle Parade	One bedroom first floor tenanted flat producing £4,200 pa.
68	Levenshulme	40 Forest Range	Former off-licence with extended living accommodation and cellars.
69	Burnley	Former Coopers Mill, Finsley Gate	0.2 Acre site with lapsed PP for 14 No. 80 sq m flats close to main town centre.
70	Cheadle	63 Adshall Road	Two bedroom quasi semi-detached property.
71	Stoke-on-Trent	94 Boughey Road	Three bedroom terrace property.



## 28 Downland Way, St Helens WA9 3RG

Tenanted three bedroom semi-detached for investment.

<b>Directions</b>	Located on the corner of Downland Way and Mereland Way
<b>Accommodation</b>	Not inspected but reported to be: Ground floor: Hallway, 2 reception rooms, kitchen First floor: Three bedrooms, bathroom Exterior: Corner plot garden to three sides
<b>Notes</b>	EPC on order. Property double glazed, assumed centrally heated. The vendors have stated that any arrears will not be claimed back and the property is sold as is, the current arrears being circa £1,500. The property is suited to cash buyers only as it is believed that the property is of a non-standard construction.
<b>Possession</b>	Tenanted on a rolling AST at a reported figure of £450 PCM. We are advised that the tenant claims housing benefit and that a family member pays a top up of £30.00 per fortnight. Full lease details will be provided in the legal pack.
<b>Viewing</b>	External viewings only, the tenant must not be disturbed.



## **659 Crompton Way, Astley Bridge, Bolton BL1 8TL**

**Three bedroom semi-detached property**

**Directions** The property is located on Crompton Way (A58) across from the Toby Carvery.

**Accommodation** Ground floor: Hall, lounge, dining room, extended kitchen  
First floor: landing, three bedrooms and four price bathroom suite  
Exterior: Front garden with driveway leading to the side and large rear garden

**Note** Gas central heating and double glazed windows

**EPC Rating** E

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740

LOT  
3

GUIDE PRICE: £70,000+



## 65 Blandford Road, Salford M6 6BD

Two bedroom terrace property.

<b>Directions</b>	Off Gerald Road, off Cromwell Road (A576)
<b>Accommodation</b>	Not inspected: Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom, separate WC Exterior: Rear yard
<b>Note</b>	Gas central heating
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a twelve month AST from 30/10/09 at £425 per month
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

**YOU MUST READ NOTICES TO PROSPECTIVE BUYERS**

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

0161 443 4740



## 16 Joule Street, Moston, Manchester M9 4FE

Two bedroom terrace property.

<b>Directions</b>	Off Goodman Street, off Lewis Avenue, off Clough Road, off Moston Lane
<b>Accommodation</b>	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating with new boiler and double glazing. Cul-de-sac location
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 30 Foliage Road, Brinnington, Stockport SK5 8AL

Two bedroom semi detached property.

<b>Directions</b>	From Brinnington Road turn into Monton Road, left into The Drive and right into Foliage Road.
<b>Accommodation</b>	Ground floor: Entrance porch, hall, lounge, dining kitchen with french doors to garden First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating and majority double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 63 Rushmere Avenue, Levenshulme, Manchester M19 3FH

Two bedroom end terrace property.

Directions	From Stockport Road (A6) turn into Barlow Road then slight left into Manor Avenue. Rushmere Avenue is first on the right.
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard overlooking playing fields
Note	Gas central heating and double glazing. Cul de sac location
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT  
7

**GUIDE PRICE: Refer to Auctioneers**



## 17 Gordon Avenue, Chadderton, Oldham OL9 8LB

Two bedroom end mews property.

<b>Directions</b>	Off Arden Street, off Lancaster Street, off Coalshaw Green Road (B6189)
<b>Accommodation</b>	Ground floor: Entrance porch, hall, lounge, dining kitchen First floor: Two bedrooms, office/study, bathroom, separate WC, access to boarded loft Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing. Cul-de-sac location close to Yew Tree Community School and Chadderton Cricket and Bowling Club
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a twelve month AST from 1/04/15 at £500 per month. We understand that the tenants have been in situ since 2007 and have expressed a desire to stay.
<b>Viewing</b>	Strictly external viewing only, the tenants MUST NOT be disturbed

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0161 443 4740





## 85 Wickentree Lane, Failsworth, Manchester M35 9AY

Two bedroom terrace property.

<b>Directions</b>	Turn off Oldham Road (A62) into Croft Street and right into Wickentree Lane
<b>Accommodation</b>	Not inspected: Ground floor: Entrance vestibule, lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Paved garden to the rear
<b>Note</b>	Gas central heating and double glazing. Good M60 connections. Close to Hollinwood Metrolink Station and adjacent to Oldham Road which has frequent buses to both Oldham and Manchester. New lounge, kitchen, and bedroom windows fitted in 2015. Partially re-carpeted in May 2016. Bathroom replaced in August 2015
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - let on a six month AST from 24/6/16 at £520pcm
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



## 67 Melbourne Road, Deane, Bolton BL3 5RW

Three bedroom semi-detached property

Directions	Off Wigan Road A676
Accommodation	Ground floor: Porch, hall, through lounge, kitchen, side porch First floor: Landing, three bedrooms and bathroom Exterior: Great sized front and rear gardens
Note	Part double glazed windows and gas central heating
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



## **65 Newbury Road, Heald Green, Cheadle SK8 3PB**

**Second floor flat.**

<b>Directions</b>	Off Outwood Road, off Finney Lane which runs between Styal Road and Wilmslow Road
<b>Accommodation</b>	Ground floor: Communal entrance hall. Stairs to upper floors First floor: The flat comprises: kitchen, lounge, bedroom, bathroom Exterior: Communal parking to rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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## 37 Bredbury Green, Romiley, Stockport SK6 3DN

Two bedroom end terrace property.

<b>Directions</b>	Located on Bredbury Green in a row of cottages off Hatherlow (A627)
<b>Accommodation</b>	Ground Floor: Vestibule, lounge, dining room, kitchen, WC and separate bathroom First Floor: Two bedrooms Exterior: Parking to front of property, side and rear gardens. Outhouse
<b>Planning</b>	Planning ref: DC/055574 approved for a two storey side extension, single storey rear extension and dormer to rear. Demolition of concrete garage and formation of two parking spaces.
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



### 3 Tipperary Street, Carrbrook, Stalybridge SK15 3PR

Three bedroom mews property.

<b>Directions</b>	Off Cheshire Road, off Crowwood Drive, off Huddersfield Road (B6175)
<b>Accommodation</b>	Ground floor: Entrance vestibule, lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, the rear being a good size
<b>Note</b>	Gas central heating and double glazing. Close to Stamford Gold Club
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - please refer to the legal pack for more information
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



## 25 Cumberland Road, Rochdale OL11 2RP

Two bedroom semi detached property.

**Directions** Off Ruskin Road, off Balderstone Road, off Oldham Road (A671)

**Accommodation** Not inspected  
 Ground floor: Entrance, lounge, dining room, kitchen  
 First floor: Two bedrooms, bathroom  
 Exterior: Gardens to the front and rear, driveway

**Note** Gas central heating and double glazed windows

**EPC Rating** On order

**Possession** Tenanted - let on a twelve month AST from 24/5/2014 at £450 pcm

**Viewing** Strictly external viewing only, the tenants MUST NOT be disturbed



## 38 Staley Road, Mossley, Ashton-under-lyne OL5 9NT

Two bedroom end terrace property.

**Directions** Off Huddersfield Road (B6175) in between Derby Street and Brunswick Street

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

**Note** Gas central heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd

**EPC Rating** On order

**Possession** Vacant on completion

**Viewing** Auction Department 0161 443 4740





## **17 Barff Road, Salford M5 5ES**

**Three bedroom terrace property.**

<b>Directions</b>	Off Tootal Road, off Weaste Lane B5228
<b>Accommodation</b>	Ground floor: Open plan Lounge diner, kitchen First floor: Landing, three bedrooms and bathroom Exterior: Garden front and rear yard
<b>Note</b>	Gas central heating and double glazed windows
<b>EPC Rating</b>	C
<b>Possession</b>	Tenanted - Let on an AST providing £550 PCM
<b>Viewing</b>	Auction Department 0161 443 4740

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@AndyT\_\_\_



## **833 Moston Lane, Moston, Manchester M40 5RT**

**Two bedroom terrace property.**

<b>Directions</b>	From either Victoria Avenue East or Hollinwood Avenue, turn onto Moston Lane and the property is a little way down on the right
<b>Accommodation</b>	Ground floor: Entrance vestibule, lounge, kitchen with built in oven and hob, conservatory First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Located at the Greengate Roundabout end of Moston Lane close to North Manchester Rugby Club. Good motorway connections
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 81-83 Barton Lane, Eccles M30 0EY

Well appointed vintage style cafe and traditional fish & chip shop.

<b>Directions</b>	Located on Barton Road (B5230) on Corner of Garden Street.
<b>Overview</b>	Detached "vintage café" having recently undergone an extensive programme of renovation and repair. It is considered that there is potential for the business to grow and increase turnover as the Café is not presently utilised for customers requesting breakfasts and sandwiches be served. Various planned new developments close by including a tower block of 200+ apartments due for completion in October.
<b>Notes</b>	The business opened in August 2015 and is presently trading 3 days a week for 12/13 hours (Weds, Thurs, Fri) and produced gross profit estimated at 65% (£14,000) so far to July 2016. Awaiting first year accounts. Low overheads gas/elec' £23 a week, property currently exempt from business rates. Grade 5 Food Hygiene Rating off Salford Environmental Health. EPC rating C.
<b>Fixtures and Fittings</b>	The fixtures and fittings are included in the sale.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## **14 Eastwood Avenue, Droylsden, Manchester M43 6BN**

**Two bedroom semi-detached property**

<b>Directions</b>	Off Manchester Road A662
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedroom, bathroom and separate WC Exterior: Garden to front and rear with garage to side
<b>Note</b>	Gas central heating and part double glazed windows
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Flat 35, Mottram Towers, Mottram Fold, SK1 3NX

Two bedroom third floor flat.

<b>Directions</b>	Off Millbrook Street, off Wellington Road South (A6)
<b>Accommodation</b>	Ground floor: Communal hall, two lifts to all floors Third floor: Hall, lounge, kitchen, two bedrooms, bathroom Exterior: Communal grounds
<b>Note</b>	Double glazing, biomass heating and hot water system all included in service charge which was £1623.66 as of 5/1/15 and also covers: caretaker, communal electricity, concierge, ground rent, management, TV aerial, grounds maintenance, building insurance, lift maintenance
<b>EPC Rating</b>	B
<b>Possession</b>	Tenanted - six month AST from 13/5/15 at £557.02
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



## 104 Cranbrook Street, Radcliffe, Manchester M26 2XP

Two bedroom terrace property.

<b>Directions</b>	Cranbrook Street is located at the end of Bright Street, off Fletcher Street, off Cross Lane/Bury Street A6053
<b>Accommodation</b>	Ground floor: Vestibule, lounge, kitchen with pantry First floor: Landing, two bedrooms, shower room Exterior: Small garden to front, rear yard
<b>Note</b>	Single glazed windows and gas fire to lounge.
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 304 Belfield Lane, Rochdale OL16 2XU

Two bedroom terrace property.

Directions	Off Milnrow Road A640
Accommodation	Ground floor: Hall, kitchen, lounge First floor: Two bedrooms, bathroom Cellar: One chamber Exterior: Rear garden
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740





## 28 Potters Lane, Moston, Manchester M9 4LF

Three bedroom terrace house.

<b>Directions</b>	Off Church Lane, off Lightbowne Road (B6393)
<b>Accommodation</b>	Ground floor: Entrance hall, lounge/dining room, kitchen First floor: Three good sized bedrooms (originally two), bathroom Exterior: Communal gardens to the rear, pleasant views to the front over Moston Vale
<b>Note</b>	Double glazing, cul-de-sac location
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Strictly by appointment only; call the Auction Department on 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>	Accommodation (circa 340 sq m) over two floors comprising open plan accommodation plus separate room, kitchen and WCs on the ground floor, the first floor open plan with a large storage room. The property comes with good parking facilities and courtyards areas.
<b>Notes</b>	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 alternative schemes 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



**POSTPONED UNTIL OCTOBER**

**Ebenezer Methodist Church, South Road, Walkley, Sheffield S6 3TD**  
**Residential Investment suitable for a HMO and development.**

<b>Directions</b>	Off Walkley Road, off Holme Lane, off Bradfield Road, off Penistone Road A61
<b>Accommodation</b>	Not Inspected: The property has eleven bedrooms, communal lounge, kitchen, two shower rooms and four WC's
<b>Note</b>	This property had been used as a HMO with 11 rooms (on the ground floor only) providing an potential rental income of £50,000 plus per annum. Previous planning permission granted for offices and light industrial use. Current planning granted in 1995 for student accommodation. There has been plans drawn to develop the property into 12 separate units. Mobile telephone mast let to Orange providing £3,076.52 p/a from the 19/04/12 - reviewed every 3 years
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 20 Dollond Street, Blackley, Manchester M9 4FF

Two bedroom terrace property.

<b>Directions</b>	Off Goodman Street, off Lewis Avenue, off Clough Road, off Moston Lane
<b>Accommodation</b>	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Electric heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Tenanted - periodic AST from 13/04/01 at £45 per week now £300 per four weeks which is paid direct by Housing Benefits. We understand that the tenant has been in situ since April 1995
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



## 232 Lower Broughton Road, Salford M7 2JS

Mixed use investment property popular location.

<b>Directions</b>	Located close to junction of Lower Broughton Road and Camp Street/Frederick Road
<b>Details</b>	<p>An internal inspection of the upper floors not been possible and the information is supplied to us by the vendor(s).</p> <p>The ground floor shop is currently a takeaway with total floor area circa 80 sq m (861 sq ft).</p> <p>The upper floors comprise a four bedroom multi--let flat with communal living space, kitchen and bathroom.</p> <p>There is a yard area to the rear.</p>
<b>Notes</b>	EPC ratings: Flat F. Shop E
<b>Possession</b>	Tenanted unless specified otherwise. Full confirmation of income and lease details will be provided in the online legal pack.
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
27

GUIDE PRICE: £175,000



## 69 Eastbank Street, Southport PR8 1EJ

Town Centre retail premises with two self-contained flats over.

Directions	The property is located off Lord Street, on Eastbank Street opposite Tesco Metro.
Retail premises	Ground floor: 43 sq m (462 sq ft) shop sales area, plus rear store, rear room WC and kitchen area
First floor:	Flat A. Hallway, lounge, kitchen, bedroom, bathroom
Second floor	Flat B. (Bathroom on first floor) Staircase to Hallway, living room, kitchen, bedroom, bathroom
Exterior	Yard to rear
Notes	EPC ratings Shop D. Flat 1: G. Flat 2: G
Possession	Ground floor vacant, Flat B vacant, Flat A tenanted.
Viewings	Auction department 0161 443 4740



## **13 Hartlepool Close, Rusholme, Manchester M14 4HG**

**Two bedroom mid terrace property in need of improvement.**

**Directions** Located off Heald Place, off Great Western Street

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

**Notes** Part double glazing, central heating (not tested)

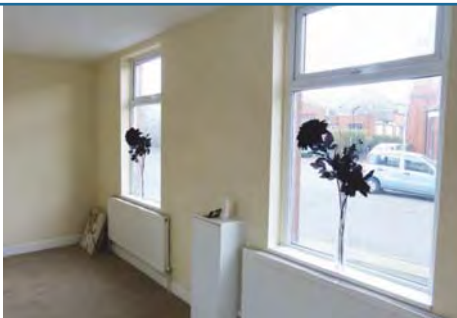
**EPC rating** D

**Viewing** Auction department 0161 443 4740

**Possession** Vacant on completion

LOT  
29

GUIDE PRICE: £55,000+



## 121a Knowles Street, Radcliffe, Manchester M26 4DR

Two bedroom end terrace property.

Directions	Off Water Street (A665) turn into Ainsworth Road, fourth right into Belgrave Street and third right into Knowles Street
Accommodation	Ground floor: Open plan lounge/dining room/kitchen, cellar, bathroom. First floor: Two bedrooms Exterior: Small front area
Notes	Gas central heating and double glazing. Photos taken prior to tenancy
EPC rating	D
Possession	Tenanted - six month AST from 11/9/15 at £395 per month. The current letting agent has confirmed the rent is always paid on time and in full each month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740





## 9 Cottingham Drive, Ashton-under-lyne OL6 9JL

Three bedroom mews property.

<b>Directions</b>	From Henrietta Street turn into Canterbury Street bearing right into Union Road, right into Holden Street and left into Cottingham Drive
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - periodic AST from 20/2/13 at £550 per month
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



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## 58 Cobden Street, Moston, Manchester M9 4DZ

Extended three bedroom mid terrace property.

<b>Directions</b>	Off Beverley Street, off Melbourne Street, off Moston Lane
<b>Accommodation</b>	Ground floor: Hallway, two reception rooms (open plan) large fitted kitchen First floor: Three bedrooms, bathroom Exterior: Front garden, enclosed rear yard
<b>Notes</b>	Double glazed, central heating
<b>EPC rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## 29 Collen Crescent, Bury BL8 1JE

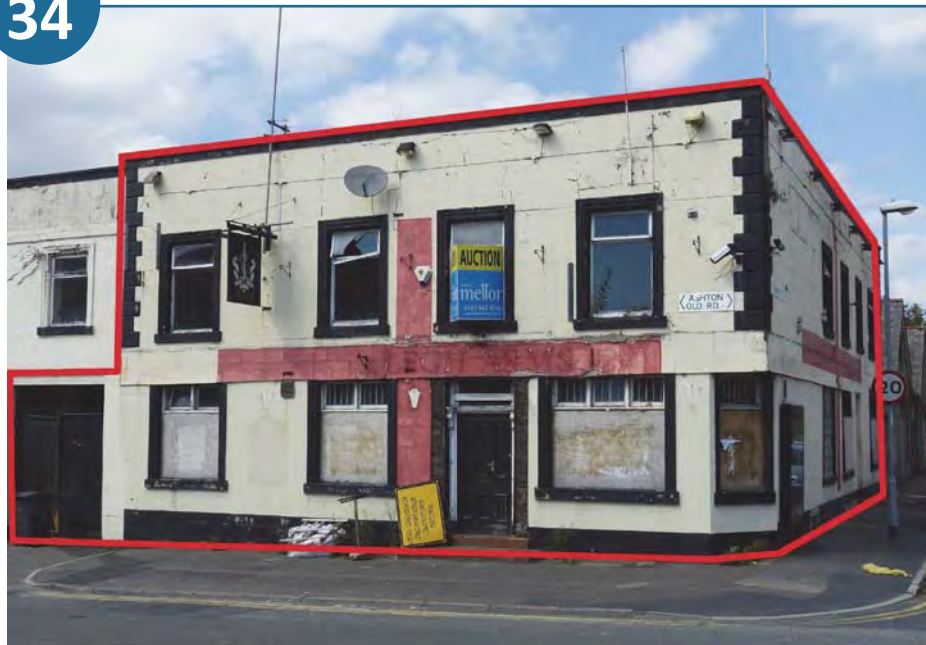
Two bedroom semi-detached property.

<b>Directions</b>	Off Birks Drive, off Brandlesholme Road B6214
<b>Accommodation</b>	Ground floor: Porch, hall, lounge, dining room, kitchen, utility room/sitting room First floor: Landing, two double bedrooms, bathroom, separate WC Exterior: Front and rear gardens
<b>Note</b>	Gas central heating and double glazed windows
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



**735 Ashton Old Road, Openshaw, Manchester M11 2HD**  
**A5 retail unit with upper floors close to College.**

<b>Directions</b>	The property is located on the A635 opposite the Manchester College and less than 2 miles from City Centre
<b>Details</b>	Shutter fronted facade, sales area, prep area, kitchen and counter, enclosed rear yard on ground floor. Four rooms and bathroom on first floor needing work to finish building work, could be self contained in full.
<b>Notes</b>	EPC rating G. Fixtures and fitting may be available under separate negotiation. Part of the property has a flying freehold over the adjacent property at first floor level only.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## Legh Arms, Ashton Old Road, Openshaw, Manchester M11 2HD

Former social club on busy main road, may suit development STP.

<b>Directions</b>	On the A635 two miles east of the city centre and half a mile from Manchester City Football Club
<b>Details</b>	Two storey vacant social club for improvement with gated alleyway to front.
<b>Accommodation</b>	The interior is in need of full renovation having been stripped back to brick over both floors. Basement and rear courtyard.
<b>Notes</b>	EPC rating: D.If it is the intention of the buyer to convert the building to a dwelling they must complete before exchanging contracts the HMRC form "Certificate to disapply the option to tax buildings to be converted into dwellings" This form will be contained in the legal pack. The HMRC suggests all parties completing this certificate read: Notice 742A Opting to tax land and buildings which is found at <a href="http://www.hmrc.gov.uk">www.hmrc.gov.uk</a>
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

**GUIDE PRICE: £52,000+**

**LOT  
35**



## **23 Mancunian Road, Denton, Manchester M34 7NP**

**One bedroom bungalow**

<b>Directions</b>	Off Two Trees Lane, off Stockport Road A6017
<b>Accommodation</b>	Entrance vestibule, hall, bathroom, bedroom, lounge diner, kitchen Exterior: Gardens to the rear and small garden to the front that is gated
<b>Note</b>	Gas central heating and double glazed windows
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

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**0161 443 4740**



## 2 Lewis Street, Shaw, Oldham OL2 8SN

Two bedroom end terrace property.

<b>Directions</b>	Directly off Oldham Road (B6194)
<b>Accommodation</b>	Ground floor: Hall, lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
<b>EPC Rating</b>	F
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740





## 31 Folly Lane, Warrington WA5 0ND

Three bedroom semi-detached property

<b>Directions</b>	Folly Lane off Kerfoot Street off Winwick Road (A49)
<b>Accommodation</b>	Ground floor: Hall, lounge, dining room, dining kitchen, utility, shower room First floor: Three bedrooms, bathroom Exterior: Front garden and rear yard with workshop/garage
<b>Note</b>	Gas central heating and single glazed windows
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
38

GUIDE PRICE: £250,000



## 1 Wellington Road South, Stockport SK4 1AA

Former public house over four storeys with PP for a 20 bedroom HMO.

<b>Directions</b>	Located centrally in Stockport partially front the A6 with main access from Daw Street
<b>Details</b>	Former public house and club with part tenanted ground floor. We are selling the building as a development plot to comprise a 20 en-suite bedroom licensed HMO (Sui Generis), with alterations to elevations and erection of a single storey extension. The current building is of a four storey nature and has remained majority unoccupied for several years with the exception of the lower floor. EPC exempt.
<b>Planning</b>	All interested parties are advised to make their own enquiries directly to Stockport Metropolitan Borough Council Planning services and contact the Duty Planning Officer by telephone on 0161 474 3896 Monday to Friday from 10am to 12pm. Ref: DC/061476
<b>Possession</b>	Majority vacant with informal lease arrangements on the lower floor to a retailer. Lease details if known will be provided in the legal pack
<b>Viewing</b>	Auction department 0161 443 4740



## 133 Cog Lane, Burnley BB11 5JU

### Two bedroom end terrace property

<b>Directions</b>	Off Rossendale Road A646
<b>Accommodation</b>	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Small front garden and rear yard
<b>Note</b>	Gas central heating and double glazed windows The property has been let for the past 5 years at an income of £4,680 per annum
<b>EPC Rating</b>	E
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## Richmond Hall Lomax Street, Rochdale OL12 0JR

1,020 sq m (11,000 sq ft) multi use banqueting hall and snooker club.

<b>Directions</b>	The property is located close to Rochdale Town Centre, off Princess Street, off Whitworth Road off the A58
<b>Details</b>	<p>Ground Floor: Entrance halls to front, three large function rooms, bars, associated WCs, storage rooms, office, commercial kitchen, store, partially covered smoking yard.</p> <p>First Floor: Office, play room (Child ball pool and climbing facility), party room, kitchen, bar, snooker room, pool room and associated WCs. Basement: Beer cellar, storage and separate office.</p> <p>Basement offices under main building plus large cellar under extension.</p> <p>Car Park: Spaces for 40 vehicles.</p>
<b>Notes</b>	EPC on order.



<b>Site</b>	Site area 0.54 A (2,166 sq m)
<b>Planning</b>	There is potential for change of use or redevelopment subject to the necessary consents and interested parties are advised to consult with the local planning team directly at Rochdale Borough Council
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
41

GUIDE PRICE: £90,000+



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

Three bedroom semi detached property.

Directions	Off Meadfoot Road, off Chapman Street, off Hyde Road (A57)
Accommodation	Ground floor: Entrance hall, through lounge/dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Garden to the rear
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740



## 5 Eastwood Avenue, New Moston, Manchester M40 3TJ

Two bedroom terrace property

<b>Directions</b>	Off Eastwood Road, off Parkfield Road North, off Scholes Drive, off Hollinwood Avenue A6104
<b>Accommodation</b>	Ground floor: Lounge, dining room, kitchen First floor: landing, two bedrooms and bathroom Exterior: Garden fronted and rear yard
<b>Note</b>	Gas central heating and double glazed windows Ready to let with a potential income of £550PCM
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 7 - 11 Oldham Road, Rochdale OL16 1UA

Ready to trade nightclub premises over three floors in good condition.

**Directions** Located on Oldham Road at junctions with Drake Street and Milnrow Road, opposite park area

**Overview** The property is a ready to trade nightclub with late licencing. The accommodation is over three floors plus a basement beer cellar. The premises have been closed for 12 months and are in good order throughout and may have potential for change of use/alternative uses subject to the necessary consents. The ground floor is number 9 Oldham Road, the upper floors are across 7, 9, 11 Oldham Road

**Ground floor** Main entrance, bar counter, seating areas, WC.

**First floor** Large open plan bar, counter bar, seating areas, dance floor, DJ booth, security office, kitchen and store, WC. External smoking area.

**Second floor** Overlooking the main dance floor, two rooms used as VIP areas





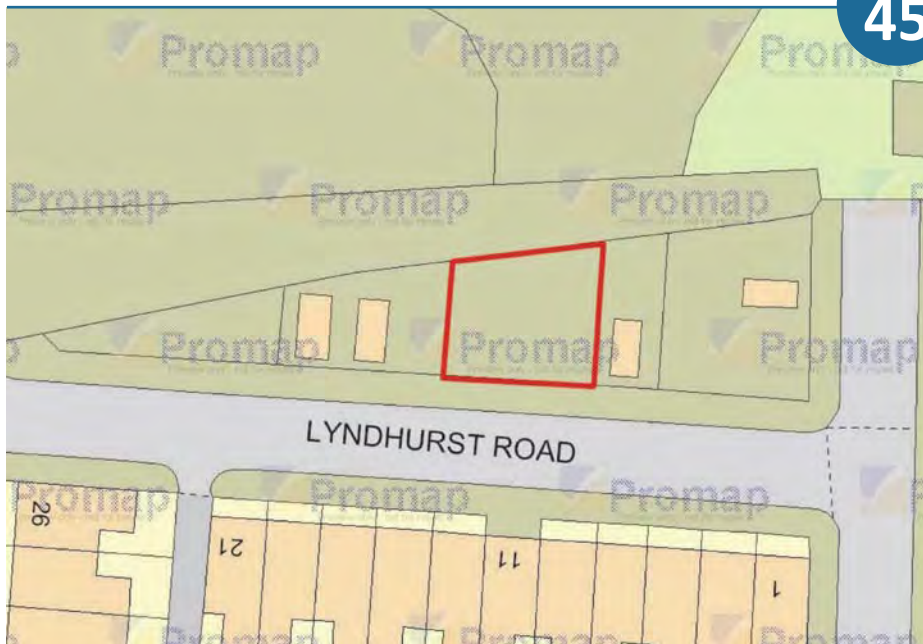
<b>Beer cellar</b>	Located to the rear via communal gated yard.
<b>Exterior</b>	Yard area to rear/small parking area
<b>Notes</b>	The property is being sold "as is" in that all fixtures and fittings will remain. VAT if applicable will be at 20% of the sale price.
<b>Possession</b>	Vacant on completion including all fixtures and fittings
<b>Viewing</b>	Auction department 0161 443 4740



### 3 Townsend Street, Haslingden, Rossendale BB4 5DF

Two/three bedroom terrace set over four floors

<b>Directions</b>	Off Blackburn Road (A680)
<b>Accommodation</b>	Ground floor: Lounge, dining kitchen First floor: two bedrooms, four piece bathroom suite Second floor: Loft conversion used as third bedroom Cellar: Useful for storage Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



**Land at Lyndhurst Road, North Reddish, Stockport SK5 6NA**

**Parcel of land with outline planning permission for 2 No. dwellings.**

<b>Directions</b>	The parcel of land is opposite 11 Lyndhurst Road (not associated)
<b>Details</b>	Parcel of land circa 125 sq m (0.03 acres) in a predominantly residential area
<b>Planning</b>	Outline planning permission has been approved ref: DC/061893 for the erection of two residential dwellings, the site may also be suitable for garages subject to consents, interested parties are advised to consult with the local planning department directly for up to date information/changes
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Open site

LOT  
46

GUIDE PRICE: £62,000+



## 11 Kenworthy Street, Rochdale OL16 5AT

Two bedroom terrace property.

<b>Directions</b>	Directly off Milnrow Road (A620)
<b>Accommodation</b>	Ground floor: Entrance vestibule, lounge open plan to dining room, kitchen First floor: Two bedrooms, bathroom, separate WC Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing. Pleasant location overlooking green
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - periodic AST from 7/8/14 at £425 per month
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



## Camden House, 2 Grey Street, Ashton-under-Lyne OL6 6XF

566.2 sq m over four floors suitable for residential conversion STP.

<b>Directions</b>	Located in Town Centre
<b>Details</b>	The property has accommodation of approximately 566 sq m (6,092 sq ft) over four floors plus basements. The floors are divided into office space, storage, WC and kitchen areas. The building was formerly used as a training centre. Plans have been drawn for the conversion of the entire building into one and two bedroom self contained flats located on the fringe of the town centre. The plans will be available in the online legal pack along with costing for conversion from a building firm.
<b>Notes</b>	All interested parties are advised to make their own enquiries directly with the local planning department regarding residential conversion. EPC on order.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



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

Terrace house in two flats.

<b>Directions</b>	Off Moston Lane, Off Rochdale Road (A664).
<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 - Flat A - six month AST from 1/8/14 at £350 per month; Flat B - six month AST from 1/11/15 at £375 per month. Please refer to the legal pack for further information
<b>Viewing</b>	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

**GUIDE PRICE: £1,750+**

**LOT  
49**



### Land To Rear Of, 37 Swansey Lane, Whittle-le-woods, Chorley PR6 7NR

#### Small parcel of tenanted garden/land.

<b>Directions</b>	Located to the rear of 39 Swansey Lane off Preston Road (A6)
<b>Details</b>	The garden plot is circa 52 sq m (560 sq ft) in area
<b>Notes</b>	The plan shown is for purpose of identification only- please refer to the online legal pack for the full details
<b>Possession</b>	Currently leased on a rolling agreement for £82.00 per annum
<b>Viewing</b>	No viewings available- please respect the tenants privacy.

**GUIDE PRICE: £1,750+**

**LOT  
50**



### Land To Rear Of, 39 Swansey Lane, Whittle-le-woods, Chorley PR6 7NR

#### Small parcel of tenanted garden/land.

<b>Directions</b>	Located to the rear of 39 Swansey Lane off Preston Road (A6)
<b>Details</b>	The garden plot is circa 63 sq m (678 sq ft) in area
<b>Notes</b>	The plan shown is for purpose of identification only- please refer to the online legal pack for the full details
<b>Possession</b>	Currently leased on a rolling agreement for £82.00 per annum
<b>Viewing</b>	No viewings available- please respect the tenants privacy.



## 21 Cleveland Road, Crumpsall, Manchester M8 4GS

Five bedroom detached property with HMO licence

<b>Directions</b>	Off Delaunays Road, off Crumpsall Lane, off Middleton Road A576
<b>Accommodation</b>	Ground floor: Hall, bedroom with en-suite shower room, stairs down to basement, kitchen, separate WC, lounge diner First floor: Landing, two bedrooms, bathroom and separate WC Second floor: Landing, two bedrooms one with en-suite shower room Exterior: Small garden to the front and small yard to side and rear.
<b>Note</b>	Gas central heating and double glazed windows Potential rent of £90 per room per week. Potential annual income of £23,400
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740





**Land To Side Of, 1 Woodhill Drive, Prestwich, Manchester M25 0BD**  
**Plot of land with permission to build a three bedroom detached house.**

<b>Directions</b>	Located off Bury New Road (A56) close to Barnfield Park
<b>Details</b>	Parcel of land extending to 0.055 Acres (0.02 H) with permission for a three bedroom dwelling
<b>Notes</b>	The picture in the catalogue must not be relied upon as the true boundaries for either the development or site and are intended for use as visual identification only. All parties must satisfy themselves as to the true boundaries and actual permission and plans which are contained in the legal pack.
<b>Planning</b>	All interested parties are advised to consult with the local planing department directly at Bury Metropolitan Council ref: 59840. Non material amendment following granting of planning permission 56781 for additional windows and third bedroom.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Open site, please do not trespass on the neighbours boundaries.



## 106 Kenyon Street, Abbey Hey, Manchester M18 8TD

Three bedroom terrace property

<b>Directions</b>	Off Vine Street, off Ashton Old Road A635
<b>Accommodation</b>	Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms and bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazed windows  Potential to produce an annual rental income of £7,140
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 31 Stanley Street, Rochdale OL12 6JX

Two bedroom terrace property.

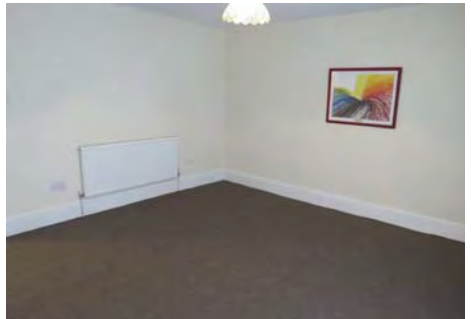
<b>Directions</b>	Off Sheriff Street, off Falinge Road (B6377)
<b>Accommodation</b>	Ground floor: Lounge, re-fitted dining kitchen with built in oven and hob First floor: Two bedrooms, re-fitted bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing. Close to Falinge Park and Rochdale Infirmary
<b>EPC Rating</b>	G
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 32 - 36 Lower Hillgate, Stockport SK1 1JE

Plot of land for mixed use development in Town Centre location.

<b>Directions</b>	The property is located in the Underbanks and Hillgate Conservation areas off the main shopping centre.
<b>Details</b>	Parcel of land circa 266 sq m (0.07 Acres) or thereabouts which is rectangular in shape. Planning was submitted in 2005 for the erection of three retail units with 11 associated apartments. Subsequently further planning has been granted for a new build mixed use development comprising a retail unit and 21 no. Apartments ref DC059512
<b>Planning</b>	All interested parties are advised to consult with the Stockport Metropolitan Planning Team regarding application number DC/059512 (Outline Planning application (all matters reserved) for a new build mixed use development comprising a retail unit and 21 no. Apartments) granted 4 July 2016
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Secure site, access may be available- contact the Auction Department on 0161 443 4740



**107 Manchester Road, Haslingden, Rossendale BB4 6NT**  
**Two bedroom stone terrace property.**

<b>Directions</b>	Manchester Road is the main A680 and this property can be found between Ryefield Avenue and St Peter's Avenue
<b>Accommodation</b>	Ground floor: Lounge, kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Rear yard
<b>Note</b>	Gas central heating and double glazing
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

LOT  
57

GUIDE PRICE: £59,000



## 10 Churchgate, Stockport SK1 1YA

Vacant retail unit for improvement close to Market Place in town centre.

<b>Directions</b>	The property is located on Churchgate off the Market Place opposite Saint Mary's Parish Church
<b>Details</b>	Vacant retail premises located on Churchgate on the market place fringe in need of renovation and repair. Accommodation comprises: 120 sq m (1,291 sq ft) retail and storage space over the ground floor with 16 sq m (172 sq ft) storage on first floor.
<b>Notes</b>	The property may lend itself to alternative uses subject to planning and interested parties are advised to make their own enquiries directly to the local planning department. EPC: G. The map is for purposes of identification only; refer to the online legal pack for the true boundaries.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## 28 Abbey Lane, Leigh WN7 5NX

Semi-detached property currently used as a four bedroom HMO.

<b>Directions</b>	Off Westleigh Lane, off Corner Lane/Smallbrook Lane A577.
<b>Accommodation</b>	Not Inspected Ground floor: Hall, lounge, dining room, kitchen. First floor: Three bedrooms, bathroom. Exterior: Front and rear garden
<b>Note</b>	Gas central heating and double glazed windows.
<b>EPC Rating</b>	E
<b>Possession</b>	Tenanted - Two rooms are tenanted providing a combined rental income of £715 PCM with a further two rooms to let.
<b>Viewing</b>	Auction Department 0161 443 4740



## 168 Kingscote Drive, Blackpool FY3 7EN

Two bedroom semi-detached property.

<b>Directions</b>	Off Newton Drive B5266.
<b>Accommodation</b>	Ground floor: Entrance, hallway with stairs to first floor, lounge, dining room, kitchen First floor: Landing, two bedrooms, bathroom. Exterior: Garden to front with off road parking, enclosed rear garden.
<b>Note</b>	Gas central heating and double glazed windows Potential rental income of £550 PCM
<b>EPC Rating</b>	D
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740





**61 – 63 Stockport Road, Ashton-under-lyne OL7 0LE**  
**25,000 sq ft former warehouse/light industrial and office building.**

<b>Directions</b>	Prominently located fronting the A6017 Stockport Road at the junction with the A635 and William Street and immediately opposite West End Park close to Town Centre
<b>Details</b>	The property offers circa 25,000 sq ft (2,323 sq m) space. The ground floor is majority warehousing space with mezzanine levels. The premises are currently under four separate titles that are being sold as one being: Nos 61, 63 and 63a Stockport Road with the addition of a parcel of land to the left hand side at the rear. In essence this is a block of three buildings that historically have been in single occupation used as a storage and industrial facility with showroom and office space. The first and second floors offer accommodation that is mostly open plan in nature with many rooms off and ancillary space.
<b>Planning</b>	The premises are considered suitable for mixed use development to include retail premises fronting the main road and residential conversion to apartments on all floors with associated parking. Plans will be made available in the online legal pack. All interested parties are advised to make their own enquiries directly to Tameside Council Planning Department.
<b>Possession</b>	Vacant possession.
<b>Viewing</b>	Auction department 0161 443 4740

LOT  
61

GUIDE PRICE: £35,000+



## 44 Shaw Road, Blackpool FY1 6HB

Mid terrace property, formerly bed and breakfast/small hotel.

<b>Directions</b>	Shaw Road off Lytham Road (B5262) or off Promenade (A584)
<b>Details</b>	Permission was granted on 18th July 2005 REF: 05/0477 Use of premises as five permanent self-contained flats and one permanent self-contained bedsit. A limited inspection suggests that the property is in four separate flats, the condition of which are not known, however there are two tenants in occupation in two of the flats.
<b>Notes</b>	The property is bought "as is" and is suitable for cash buyers only as it is not known if building regulations have been sought on the conversion. EPCs are on order
<b>Possession</b>	The property is to be sold with the encumbrance of the tenants in the building assumed to be AST agreements, no formal leases have been seen.
<b>Viewing</b>	Strictly by appointment only: 0161 443 4740



Various Parcels Of Land, Kyber Street, Knotts Lane, And Elm Tree Street, Darlington, Colne BB8 8BD

Various parcels of freehold land in Lancashire and Darlington.

<b>Directions</b>	Various parcels of land in Colne and Darlington
<b>Overview</b>	The parcels of land are offered with freehold title and may have development or income potential subject to planning and permission.
<b>Planning</b>	All interested parties are advise to consult directly with the relevant local planning departments for information
<b>Possession</b>	All sites vacant on completion
<b>Viewing</b>	Open sites.



## 98 Ashton Road, Hyde SK14 4RN

Office premises on busy main road suitable for variety of uses STP.

<b>Directions</b>	The property is located on Ashton Road (B6170) close to Talbot Road
<b>Details</b>	Ground floor: Large size open plan office and retail space, kitchen area, WC 42 sq m (452 sq ft) First floor: Two rooms 29 sq m (312 sq ft) Exterior Parking area to side
<b>Notes</b>	Air conditioning, electric wall heaters, double glazing. The advertising hoardings are not included in the sale, however the owners have indicated that they may be available under a separate negotiation
<b>Possession</b>	Vacant on completion.
<b>Change of use</b>	The premises may lend themselves to alternative uses or residential conversion subject to planning.
<b>EPC rating</b>	On order
<b>Viewing</b>	Auction department 0161 443 4740



## Mulberry House, Rhoden Road, Leyland PR26 7SX

Five bedroom detached property, formerly a residential care home.

<b>Directions</b>	Rhoden Road, is off Fossdale Moss, off Cocker Lane, off Paradise lane, off Dunkirk Lane B5248
<b>Accommodation</b>	Not Inspected: The accommodation comprises porch, entrance hallway, three large reception rooms, downstairs WC, kitchen, utility room, First floor: Five bedrooms, and two bathrooms. Exterior: Exceptionally large gardens with detached garage plot
<b>Note</b>	Please note pictures 1 & 2 are from approximately 2 - 3 years ago showing the grounds and property before the gardens became overgrown
<b>EPC Rating</b>	C
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 105 Liverpool Road South, Burscough, Ormskirk L40 7SY

Takeaway with upper floors, possible development opportunity STP.

<b>Directions</b>	Located on Liverpool Road (A59) near to Springfield Close and in close proximity to the junction of A5209
<b>Details</b>	Ground floor: Sales counter open plan kitchen, prep room, store room First floor: Two rooms, bathroom Exterior: Small front parking area, large rear garden, outhouse/store and detached garage
<b>Notes</b>	The property may lend itself for alternative uses or residential development subject to planning consents. EPC on order. The shop equipment and fixtures and fittings are owned by the current tenants, refer to legal pack for items to be left.
<b>Possession</b>	The property is to be sold with vacant possession, the tenant has surrendered the current lease.
<b>Viewing</b>	Auction department 0161 443 4740



**446 Buxton Road, Great Moor, Stockport SK2 7JB**  
**Site with PP to demolish and build 8 No. Apartments or 3 dwellings.**

<b>Directions</b>	Located on the A6 by Stepping Hill Hospital junction.
<b>Overview</b>	The site is circa 262 sq m (0.065 A) In size and is located within a stroll of Stepping Hill Hospital. The plans and permission are for demolition of the existing building and erection of two buildings containing a total of five one bedroom single floor apartments and one studio apartments and also two duplex two bedroom apartments (a total of eight residential apartments). Planning also exists for demolition of the building and erection of 3 dwellings.
<b>Planning</b>	All interested parties are advised to make their own enquiries with Stockport Metropolitan Borough Council Planning Department 0161 474 3896. Planning reference: DC/060636 for apartments. Alternative planning DC/047937 for houses.
<b>Notes</b>	EPC exempt. Lined plan for purpose of identification only, please refer to the online legal pack for the true boundary.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	There will be no internal viewings on the property. The site has been secured.



## Flat 5, 8 Eagle Parade, Buxton SK17 6EQ

One bedroom first floor tenanted flat producing £4,200 p/annum

<b>Directions</b>	Eagle Parade is located within the centre of Buxton off Terrace Road A515
<b>Accommodation</b>	An attractive flat set within a period building overlooking the market place. Not Inspected: First floor: Hall open plan lounge/kitchen with built-in hob and oven, bedroom, shower room.
<b>Note</b>	Double glazed windows, electric heating
<b>EPC Rating</b>	D
<b>Possession</b>	Tenanted - Let on a six month AST from 18th June 2016 - 17th December 2016 providing £350 PCM
<b>Viewing</b>	Auction Department 0161 443 4740

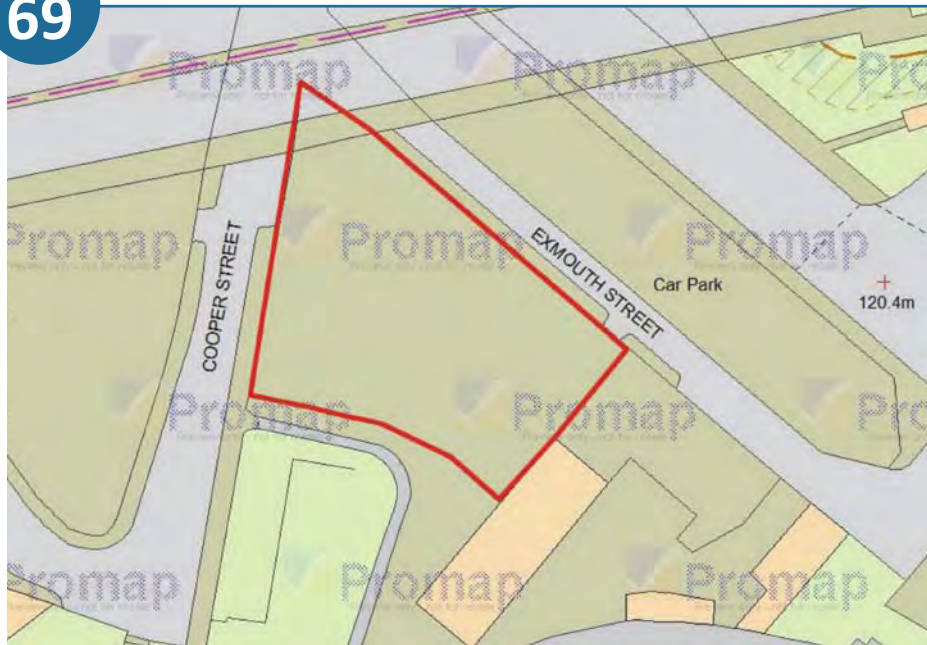




## 40 Forest Range, Levenshulme, Manchester M19 2HP

Former off-licence with extended living accommodation and cellars.

<b>Directions</b>	The property is located on the corner of Forest Range and Birchall Grove
<b>Details</b>	Ground floor: Former retail sales area to front, two rooms, kitchen and WC. First floor: Three rooms, bathroom Basement: Two cellar chambers. Externally: small yard area.
<b>Notes</b>	The property has central heating and some double glazing. The premises may suit alternative uses or residential conversion to a single dwelling or flats subject to the necessary consents and regulations. EPC on order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction department 0161 443 4740



## Former Coopers Mill, Finsley Gate, Burnley BB11 2HA

0.2 Acre site with lapsed PP for 14 No. 80 sq m flats close to main town centre.

<b>Directions</b>	Cooper Street/Exmouth Street in the "Weavers Triangle " regeneration area.
<b>Details</b>	Circa 0.2 acres of land available in a central location with good access and communications with central Burnley. (Lined plan is for purpose of identification only- refer to legal pack for accurate title plan. The land previously had planning permission for 14 x 2 bedroom flats, this has since lapsed. Potential commercial and residential use on the plot.
<b>Planning</b>	All interested parties are advised to make their own enquiries directly to Burnley Borough Council Planning Department 01282 425011
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Open site

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## 63 Adshall Road, Cheadle SK8 2JN

### Two bedroom Quasi Semi-detached property

<b>Directions</b>	Off Calverly Road, off Councillor Lane, off Stockport Road A560
<b>Accommodation</b>	Ground floor: Entrance hall/stairway, lounge, kitchen, under stairs WC, conservatory First floor: Landing, two bedrooms, bathroom Exterior: Gardens to front side and rear with off road parking to side
<b>Note</b>	Double glazing excluding conservatory  Suitable for side extension subject to the relevant planning permission.
<b>EPC Rating</b>	On order
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740



## 94 Boughey Road, Shelton, Stoke-on-trent ST4 2BB

Three bedroom terrace property.

<b>Directions</b>	Off Thornton Road, off Leek Road (A52)
<b>Accommodation</b>	Not inspected: Ground floor: Lounge, dining room, kitchen/diner, bathroom First floor: Three bedrooms, separate WC with wash basin Exterior: Rear yard
<b>Note</b>	Gas central heating. Located in Shelton's 'University Quarter', close to Staffordshire University and Stoke Railway Station
<b>EPC Rating</b>	On 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 **0.6% (min. £780.00) 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 **0.6% of the purchase price (min. £780.00)** 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 0.6% of the maximum bid (minimum £780.00), 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 0.6% of the maximum bid (min. £780.00) 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 disappplied 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.

## A5 THE CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This condition A5 applies to YOU if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must, before leaving the AUCTION:

(a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;

(b) sign the completed SALE MEMORANDUM; and

(c) pay the deposit.

A5.4 If YOU do not WE may either

(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again; the SELLER may then have a claim against YOU for breach of contract; or

(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

(a) is to be held as agent for the SELLER as stated in the SALE CONDITIONS;

(b) must be paid in pounds sterling by cheque or by bankers' draft drawn in OUR favour on an APPROVED FINANCIAL INSTITUTION. The Notices to Buyers at the front of the CATALOGUE states whether WE also accept debit or credit cards.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 If the BUYER does not comply with its obligations under the contract then:

(a) YOU are personally liable to buy the LOT even if you are acting as an agent; and

(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.

A5.8 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

## A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary, the minimum deposit WE accept is £3,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

## General Conditions of Sale

Words in CAPITALS have special meanings, which are defined in the Glossary

The GENERAL CONDITIONS (including any extra general conditions) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM

## G1 THE LOT

G1.1 The LOT, including any rights granted and reserved (and any exclusions from it), is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any financial charges; these the SELLER must discharge on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

(c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoing and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has

made them;

(i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.

G1.9 The BUYER buys with full knowledge of

(a) the DOCUMENTS whether or not the BUYER has read them;

(b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.10 The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

## G2 DEPOSIT

G2.1 The amount of the deposit is the greater of:

(a) the minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and

(b) 10% of the PRICE (exclusive of any VAT on the PRICE).

## G2.2 THE DEPOSIT

(a) must be paid to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence;

(b) is to be held as agents for the seller unless the special conditions provide otherwise. G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

G2.4 If a cheque for the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and

bring a claim against the BUYER for breach of contract.

G2.5 Interest earned on the deposit belongs to the AUCTIONEERS unless the SALE CONDITIONS provide otherwise.

### **G3 BETWEEN CONTRACT AND COMPLETION**

G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and:

- (a) produce to the BUYER on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum assured or make other changes to the policy;
- (d) at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER;
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damages arising after the CONTRACT DATE or assign to the BUYER the benefit of any claim;

and the BUYER must on completion reimburse to the SELLER the cost of that insurance (to the extent not already paid by the BUYER or a tenant or other third party) for the period from and including the CONTRACT DATE to COMPLETION.

G3.2 No damage to or destruction of the LOT nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

### **G4 TITLE AND IDENTITY**

G4.1 Unless GENERAL CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.

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

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

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

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

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

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

(ii) the DOCUMENTS accompanying that application;

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

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

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

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

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

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

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

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

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

### **G5 TRANSFER**

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

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

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

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

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

### **G6 COMPLETION**

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

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

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

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

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

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

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

# Common auction conditions

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

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

## G7 NOTICE TO COMPLETE

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

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

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

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

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

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

## G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

## G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

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

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

G9.5 The BUYER must:

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

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

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

## G10 INTEREST AND APPOINTMENTS

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.

# Common auction conditions

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

## G18 LANDLORD AND TENANT ACT 1987

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

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

## G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

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

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

G19.5 Where relevant:

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

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

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

## G20 TUPE

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

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

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

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

(c) The BUYER and the SELLER acknowledge that pursuant 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

## AJ BELL STADIUM

1 Stadium Way,  
Barton-upon-Irwell,  
Salford,  
M30 7EY / M30 7LJ

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