

EDWARD
mellor
AUCTION



WEDNESDAY 26 OCTOBER 2016

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



0161 443 4740
EDWARDMELLOR.CO.UK



Success stories from our September auction

GUIDE PRICE
£15,000+



LOT 1

SOLD AT
£44,000

ST HELENS

GUIDE PRICE
£94,000+



LOT 2

SOLD AT
£140,000

BOLTON

GUIDE PRICE
£68,000+



LOT 6

SOLD AT
£81,000

LEVENSHULME

GUIDE PRICE
£45,000+



LOT 13

SOLD AT
£62,000

ROCHDALE

GUIDE PRICE
£66,000+



LOT 42

SOLD AT
£77,500

NEW MOSTON

GUIDE PRICE
£35,000+



LOT 61

SOLD AT
£51,000

BLACKPOOL

Meet the team

Here to Help!

We are here to help you whether you are buying or selling at Auction. If you have ANY questions please don't hesitate to give us a call and we will get our best man (or woman) to help you out.



NICK GREEN
Auctioneer & Head of Commercial



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



MARK LAWSON
Auction Valuer



EMMA RUDGE
Auction Consultant



SOPHIE SIMCOX
Trainee Auction Consultant

When & where?

AUCTION

CLOSING DATE

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

THE AUCTION ROOM

AJ BELL STADIUM

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

☎ 0844 844 8400



DIRECTIONS



BY CAR

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



BY BUS

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



BY TRAIN

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



BY TRAM

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

USING SAT NAV?

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



M30 7LJ

What our clients say

"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

1. These particulars are intended to give a brief description of the properties included in this auction. Appointments to view can be arranged via the Edward Mellor office specified. Prospective purchasers will be deemed to have inspected the property they are interested in before bidding.

Where the details state “External viewings only” there will be no access provided to the property either pre auction or between the auction and the completion date. We would recommend that lots which cannot be inspected, whatever the reason, might be unsuitable for buyers who do not regularly deal in such properties, as there is always the risk that they might not be exactly as described.

Access to the roof void, cellars and other hard to reach areas, whether or not there are ladders/steps present does not form part of the normal viewing process. Prospective buyers are advised to engage a surveyor to carry out these inspections. However, should the buyer wish to carry out these inspections then they do so entirely at their own risk, and accept full responsibility for any damage caused, and may be asked to sign a disclaimer.

2. The Auctioneers have not tested any apparatus, equipment, fittings or services so cannot verify that they are in working order. The buyer is advised to obtain his own verification. Any plans or photographs published are for the convenience of prospective purchasers and do not form part of any contract. Any items shown in the photographs are not necessarily included. No representation or warranty is made in respect of the structure of the property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be undertaken by a professionally qualified person prior to bidding. Reproduction of maps should not be assumed to be to any specific scale: boundaries and all area calculations should be assumed to be approximate.

Purchasers who require finance in order to buy should ensure that they have an unconditional offer from their lender before signing any contract. Some of the lots offered have not always been in ownership for six months and as such this can have an impact on which lender to use. We recommend you speak to one of our whole of market mortgage advisers on 0161 443 4555.

3. The properties included in this catalogue are

all to be offered for sale by Public Auction unless previously sold by private treaty. In order to prevent a wasted journey we advise that you should check the availability of properties with the Auction Department on sale day. Pre-auction offers will only be considered once they have been received IN WRITING by the Auction Department. They are then conveyed to the vendor in writing, and you will only be notified if the offer is acceptable. Should you not hear from us, it is safe to assume that your offer was rejected and the property is still going to auction. All pre-auction offers will be assumed to be your best and final offer and no guarantee can be given that you will be invited to increase your bid in the event of an alternative acceptable offer being received prior to exchange.

4. All properties are offered subject to the Common Auction Conditions, extra and special conditions, or by an addendum. You can find the Common Auction Conditions at the back of the Edward Mellor Residential section of the catalogue. The extra and special conditions, along with addendum, are available for inspection online prior to sale day, or for one hour prior to the start of the sale at the venue. The legal documents on each individual property are also available for inspection on the same basis. These can be downloaded from our website. If you are unsure how to utilise this documentation, we STRONGLY recommend you take the advice of a solicitor before attending the sale, as all prospective purchasers will be deemed to have inspected these and made the usual pre-contract enquiries before bidding or signing contracts either pre- or post-auction. In particular we would recommend that enquiries be made of the relevant Local Authority, as the local searches that are given to us may not always contain up-to-date information regarding regeneration strategies and associated compulsory purchase schemes.

5. Intending purchasers are advised to check documentation and take advice upon the exact nature of domestic tenancies on properties in which they are interested prior to bidding. Tenants who occupy on Regulated Tenancies almost undoubtedly have their security of tenure protected. Others, on Assured Shorthold Tenancies, will only have limited protection. Would-be purchasers should assure themselves that the documentation has been completed as they expect, since the auctioneers were not a party to the original lettings and cannot therefore certify the descriptions as correct. Where the catalogue states that we are “awaiting sight of tenancies”, buyers should

check with us that these have been received prior to bidding on the property.

Please note that it is not always possible to arrange access for surveyors to inspect properties which are tenanted, and it is therefore imperative that prospective buyers who require finance enquire about access before bidding at auction.

6. Guide prices are provided as an opinion only and are not to be taken as a valuation and/or selling price. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept and may or may not be the same as the guide price. This is agreed between the vendor and the auctioneer and is also confidential and not disclosed to any parties. Prospective purchasers are strongly advised to consult their own professional advisors with respect to any sum to be offered at auction. The auctioneers are under no obligation to provide any advice on value or rental values in respect of any property. The auctioneer and vendor accept no responsibility for any loss, damage, costs or expenses incurred as a result of relying on the auctioneers guide price. Whilst every effort is made to ensure that these guides are not misleading, it is possible that the reserve price set for any lot may exceed the previously quoted guide price - as the seller may fix the final reserve price just before bidding commences.

7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by Telephone or Proxy. Forms may be found in the catalogue and these should be completed and returned with cheques for both the 10% deposit and the buyer premium 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!

NO SALE

NO FEE

Enter your property into our December Auction and if
it doesn't sell you don't pay a thing!

————— CLOSING DATE FOR LOTS —————

WEDNESDAY 16 NOVEMBER



Long **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

A No Hassle Estate agent you can trust

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

Important information

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

If you are bidding as an **INDIVIDUAL**

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

1

PROOF OF IDENTITY

Valid Passport

National Identity Card

Valid Photo Card Driving License

2

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**

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

1

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



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mellor
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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 2.44%. Fixed until 30/11/18 followed by Lender's Standard Variable rate, currently 4.99%. The overall cost for comparison is 4.7% APR. ERC applies until 30/11/18. Maximum Loan to Value 60%. Remortgage comes with free valuation and free standard legal fees. The actual rate available will depend on your circumstances. Please ask for a personalised illustration. This information is correct as at 05/10/16. 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

 @AndyT___ / @MellorAuction



FREE SEMINAR



Bridging the finance to buy at auction

NEED A HELPING HAND WITH YOUR FINANCES?

Our guest speaker Scott Hendry is a recognised expert in the field of auction finance and will be sharing his wealth of knowledge on how to manage your money before you buy.

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 26th October, AJ Bell Stadium

TO REGISTER FOR YOUR FREE PLACE

- ▶ Call 0161 443 4740
- ▶ Register online at 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	Stalybridge	3 Towns View	Three bedroom terrace property.
2	St Helens	30 Mereland Way	Three bedroom semi-detached with large rear garden.
3	Hyde	9 John Kennedy Garden	Three bedroom end terrace property.
4	Openshaw	74 Stanley Street	Two bedroom terrace property.
5	Cheadle	3 Ingleton Close	Two bedroom semi detached bungalow.
6	Abbey Hey	51 Madison Street	Two bedroom terrace property.
7	Moston	70 Gill Street	Fire damaged three bedroom end terrace property
8	Hyde	127 Manchester Road	Three bedroom terrace to be sold on behalf of the Liquidators.
9	Abbey Hey	37 Kenyon Street	Two bedroom terrace property.
10	Cheadle	63 Adshall Road	Two bedroom Quasi Semi-detached property.
11	Moston	20 Dollond Street	Two bedroom terrace property.
12	Clayton	98 North Road	Three bedroom terrace property.
13	Offerton	18 Lowndes Close	Four bedroom town house.
14	Stockport	10 Churchgate	Vacant retail unit for improvement close to Market Place in town centre.
15	Runcorn	79 Percival Lane	Two bedroom terrace property.
16	Grimshaw Lane	The Kippax Public House	Public house with 9 en-suite letting rooms at first floor.
17	Eccles	Monton Fish Bar	Takeaway with accommodation over three floors plus cellar.
18	Hathershaw	778 Ashton Road	End terrace property suitable for conversion or alternative usage STP.
19	Oldham	17 Gordon Avenue	Two bedroom end mews property.
19A	Crumpsall	21 Cleveland Road	Five bedroom detached property with HMO licence.
20	Stockport	265 Edgeley Road	Development site fronting main road: currently income producing car wash.
21	Eccles	6-8 Bindloss Avenue	Pair of Victorian properties on a site with additional PP application for 3 dwellings.
22	Salford	232 Lower Broughton Road	Mixed use investment property, popular location.
23	Farnworth	Land at Kilsby Close	Small parcel of land adjacent to residential properties circa 40 SQM.
24	Shaw	2 Lewis Street	Two bedroom end terrace property.
25	Stalybridge	123 Stamford Street	Two bedroom terrace property.
26	Openshaw	Legh Arms	Former social club on busy main road, may suit development STP
27	Heaton Norris	2 Cheviot Close	Two bedroom ground floor flat.
28	Middlewich	168 Booth Lane	Three bedroom detached property.

LOT	AREA	ADDRESS	DESCRIPTION
29	Moston	771a Moston Lane	Lock up garages and secure parking yard may suit change of use STP.
30	Romiley	Brook House	Four bedroom period property.
31	Abbey Hey	343 Abbey Hey Lane	Three bedroom terrace property.
31A	Gorton	5 Goring Avenue	Three bedroom Quasi semi detached property
32	Denton	132 Hyde Road	Premises with yard and garage space suitable for redevelopment STP.
33	Edgeley	The Greyhound Inn	Vacant former public house suitable for development subject to PP.
34	Atherton	Brookfield Apartments	Two bedroom upper floor flat let to long term tenant.
35	Rochdale	Richmond Hall	Massive former school with kiddies play centre, function halls, snooker club, car parking and offices.
36	Rochdale	304 Belfield Lane	Two bedroom terrace property.
37	Gorton	22 Goring Avenue	Three bedroom semi detached property.
38	Stockport	32-36 Lower Hillgate	Parcel of land with PP for development.
39	Ashton-under-Lyne	9 Kings Road	Pair of retail units with two bedroom self contained flat over.
40	Abbey Hey	107 Constable Street	Two bedroom semi detached property.
40A	Oldham	23 Kolverlow Street	Two bedroom terrace property
41	Hyde	98 Ashton Road	Office premises on busy main road suitable for variety of uses STP.
42	Charnock Richard	19 Charter Lane	Four bedroom semi-detached, previously two farmers cottages
43	Moston	28 Gill Street	Terrace house in two flats.
44	Blackley	Land at 20-26 Middleton Old Road	Parcel of and with full planning consent for 9 No. Apartments.
45	Bury	2 Turton Close	Two bedroom detached bungalow.
46	Crumpsall	43 Givendale Drive	Ground floor studio apartment.
47	Walkley	Ebenezer Methodist Church	Residential Investment suitable for a HMO and development.
48	Sheffield	Land to East of Broughton Lane	Parcel of land circa 4 Acres (1.6 Hectares).
49	Hazel Grove	9 Cooke Street	Two bedroom first floor apartment.
50	Stoke-on-Trent	94 Boughey Road	Three bedroom terrace property.
51	Burnage	38 Arbor Drive	Three bedroom semi detached property.
52	Blackpool	36 Wellington Road	Freehold three storey residential property over three floor plus basements.
53	North Reddish	Land off Lyndhurst Road	Parcel of land with outline planning permission for 2 No. dwellings.
54	Leigh	28 Abbey Lane	Semi-detached property currently used as a four bedroom HMO.
55	Victoria Park	1 Curzon Avenue	Three storey semi-detached building converted into 3 self-contained flats.
56	Levenshulme	916 Stockport Road	Vacant retail premises with upper floors and basement on busy A6.
57	Rusholme	7 Edith Avenue	Two bedroom terrace property



3 Towns View, Stalybridge SK15 2LA

Three bedroom terrace property

Directions	Towns View is off Warrington Street, off Acres Lane B6175
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen. First floor: Three bedrooms and bathroom. Exterior: Rear yard.
Note	NO PRE-AUCTION OFFERS WILL BE CONSIDERED The property is suited to cash buyers due to the condition of the property. The ground floor timbers are uneven and unsteady and could be deemed to be dangerous.
EPC Rating	On order.
Possession	Vacant on completion.
Viewing	Auction Department 0161 443 4740. You may be asked to sign a disclaimer on entering the property due to uneven floors.



30 Mereland Way, Parr, St Helens WA9 3AG

Three bedroom semi-detached with large rear garden.

Directions	The property is located close to corner of Downland Way and Mereland Way. The estate is close to The Duckeries Park.
Accommodation	Ground floor: Vestibule, large lounge with windows to front and rear, dining room, kitchen First floor: Three bedrooms, shower room Exterior: Lawn gardens to front, patio area to side, large lawn garden to rear
Notes	Double glazed throughout, central heating recently redecorated. EPC on order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



9 John Kennedy Gardens, Mottram, Hyde SK14 6PN

Three bedroom end terrace property.

Directions	Off John Kennedy Road, off Hyde Road (A57)
Accommodation	Ground floor: Porch, study, open plan lounge/dining room with patio doors, kitchen First floor: Three bedrooms, shower room Exterior: Generous gardens plus driveway providing ample off road parking
Note	Gas central heating (no boiler) and double glazing. Good motorway connections. Larger than average plot with scope for an extension (subject to planning)
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



74 Stanley Street, Openshaw, Manchester M11 1LE

Two bedroom terrace property.

Directions	Off Ashton Old Road (A635), turn into Vine Street, left into Stanley Street
Accommodation	Not inspected: Ground floor: Open plan lounge and dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Within walking distance of Ashton Old Road and bus links to both Manchester and Ashton
EPC Rating	D
Possession	Tenanted - let on a six month AST from 29/10/13 at £450pcm
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

LOT
5

GUIDE PRICE: £190,000+



3 Ingleton Close, Cheadle SK8 1QW

Two bedroom semi detached bungalow.

Directions	Off Wensley Road, off Gatley Road (A560)
Accommodation	Ground floor: Porch, hall, lounge, bedroom two/dining room with patio doors to the conservatory, kitchen, re-fitted bathroom, master bedroom. Access to a loft room which has two large Velux windows
Note	Gas central heating and double glazing. Desirable location close to Cheadle and Gatley village centres with easy access to the M60 and Gatley Train Station
EPC Rating	On order
Possession	Vacant on completion
Viewing	Strictly by appointment with the Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



51 Madison Street, Abbey Hey, Manchester M18 8SE

Two bedroom terrace property.

Directions	Off Hyde Road (A57) turn into Chapman Street, right into Highmead Street which leads into Abbey Hey Lane, then left into Vine Street and second right into Madison Street
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Gorton Train Station is 0.5 miles away.
EPC Rating	E
Possession	Tenanted - let on a twelve month AST from 14/12/15 at £510pcm
Viewing	Viewings are be available STRICTLY by appointment only; call 0161 443 4740

LOT
7

GUIDE PRICE: £50,000+



70 Gill Street, Moston, Manchester M9 4FZ

Fire damaged three bedroom end terrace property

Directions	Off Moston Lane, Off Rochdale Road (A664).
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: The majority of the first floor is non existent due to the fire damage Exterior: Rear yard with detached garage/storage outbuilding
Note	Internally the property is a shell and requires full refurbishment and repairs
EPC Rating	Exempt
Possession	Vacant on completion
Viewing	Viewings may be possible. Viewers will be asked to sign a safety disclaimer before entering. Auction Department 0161 443 4740

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0161 443 4740



127 Manchester Road, Hyde SK14 2BX

Three bedroom terrace to be sold on behalf of the Liquidators.

Directions	Manchester Road between Denton and Hyde near to Kingston Mills Industrial Estate
Accommodation	Ground floor: Living room, kitchen First floor: Three bedrooms, bathroom Exterior: Small front garden, rear yard
Notes	Double glazing, central heating. EPC rating D
Possession	Tenanted: AST since Dec 2015 at £500 PCM
Viewing	Auction department 0161 443 4740

LOT
9

GUIDE PRICE: £60,000+



37 Kenyon Street, Abbey Hey, Manchester M18 8SH

Two bedroom terrace property.

Directions	From Hyde Road (A57) turn into into Chapman Street. After the traffic lights turn right into Highmead Street which becomes Abbey Hey Lane, left into Vine Street and third right into Kenyon Street
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, utility area First floor: Two bedrooms, bathroom, separate WC Exterior: Rear yard
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd. Kenyon Street is located opposite Vine Street Park
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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SOLD PRIOR

63 Adshall Road, Cheadle SK8 2JN

Two bedroom Quasi Semi-detached property

Directions	Off Calverly Road, off Councillor Lane, off Stockport Road A560
Accommodation	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
Note	Double glazing excluding conservatory Suitable for side extension subject to the relevant planning permission.
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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20 Dollond Street, Moston, Manchester M9 4FF

Two bedroom terrace property.

Directions Off Goodman Street, off Lewis Avenue, off Clough Road, off Moston Lane

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

Note Electric heating and double glazing

EPC Rating D

Possession Tenanted - periodic AST from 13/04/01 at £45 per week now £300 per four weeks which is paid direct by Housing Benefits making it £325 per calendar month. We understand that the tenant has been in situ since April 1995

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



98 North Road, Clayton, Manchester M11 4LD

Three bedroom terrace property.

Directions	From Ashton Old Road, at the junction with Clayton Park, bear left into North Road
Accommodation	Ground floor: Entrance porch, hall, lounge, dining room, kitchen, utility room/ office, good sized cellar First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Located 2.6 miles from Piccadilly Train Station with good transport links via the Metro and Bus Service to Manchester and Ashton. Five minute walk to Clayton Park and Hewlett Johnson Playing Fields
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



18 Lowndes Close, Offerton, Stockport SK2 6DW

Four bedroom town house.

Directions	Off Lowndes Lane, off Nangreave Road (B6171)
Accommodation	Ground floor: Entrance hall, kitchen with access to rear garden, occasional room, en-suite shower room First floor: Lounge, kitchen, bathroom Second floor: Four bedrooms Exterior: Garden to rear, off road parking to front
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd. Pleasant location opposite open green
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
14

GUIDE PRICE: £49,000+



10 Churchgate, Stockport SK1 1YA

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

Directions	The property is located on Churchgate off the Market Place opposite Saint Mary's Parish Church
Details	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.
Notes	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.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

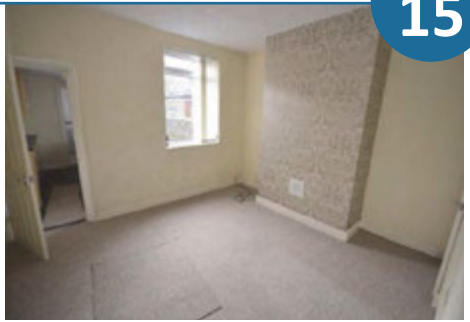
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GUIDE PRICE: £55,000+

**LOT
15**



79 Percival Lane, Runcorn WA7 4UY

Two bedroom terrace property.

Directions	From Church Street proceed into Lord Street turning left into Brindley Street which leads into Percival Lane
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen, bathroom First floor: Two double bedrooms Exterior: Communal residents parking. Rear yard
Note	Gas central heating and double glazing. Pleasant location being not overlooked. Interior photographs provided by vendor and taken prior to tenancy
EPC Rating	D
Possession	Tenanted - six month AST from 14/5/15 at £425 per month. The tenants would like to remain in the property
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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LOT
16

GUIDE PRICE: £280,000 - £300,000



The Kippax Pub, Grimshaw Lane, Newton Heath, Manchester M40 2AX
Public house with 9 en-suite rooms at first floor.

Directions	Grimshaw lane, off Oldham Road approximately 1 mile from City Centre
Details	Ground floor: Former pub premises with two rooms, WCs and kitchen area First floor: 9 en-suite bedrooms, communal living area, fully fitted kitchen. Exterior: Yard area to rear
Notes	Upper floor fully double glazed, centrally heated, ready to rent. EPC rating: E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



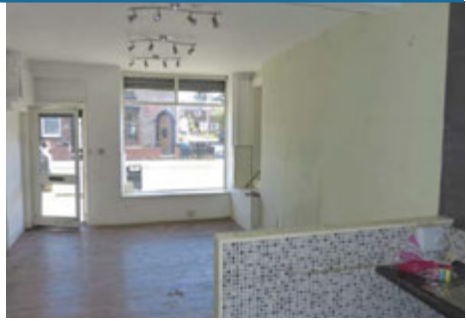
Mon-ton Fish Bar, 257 Mon-ton Road, Mon-ton, Eccles, Manchester M30 9PS

Takeaway with accommodation over three floors plus cellar.

Directions	Located on the main high street close to the Mon-ton Green roundabout
Details	Ground floor: Large counter sales area, rear kitchen and prep room, store and yard access, basement chamber and store First floor: Living room, two bedrooms, bathroom. Second floor: Two bedrooms.
Notes	The property will be sold as seen to include all fixtures and fittings. EPC D
Planning	The property may lend itself to alternative uses and development of the upper floors to self-contained residential accommodation subject to the necessary consents and all interested parties are advised to make their own enquiries directly with the local planning department: Salford City Council, Salford Civic Centre, Chorley Road Swinton, Salford M27 5AW.
Possession	Vacant on completion
Viewing	Strictly by appointment with the auction department 0161 443 4740

LOT
18

GUIDE PRICE: £50,000+



778 Ashton Road, Hathershaw, Oldham OL8 3HW

End terrace property suitable for conversion or alternative usage STP.

Directions	Located on Ashton Road on corner of Sutherland Close
Details	Ground floor: Sales area, kitchen, store. First floor: Two rooms, shower room Exterior: Small rear yard. NIA circa 45 sq m (484 sq ft)
Notes	The property may lend itself to conversion or alternative uses subject to the relevant permission and all interested parties should contact Oldham Council for planning advice. EPC on order. Rateable value £3,500.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



17 Gordon Avenue, Chadderton, Oldham OL9 8LB

Two bedroom end mews property.

Directions	Off Arden Street, off Lancaster Street, off Coalshaw Green Road (B6189)
Accommodation	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
Note	Gas central heating and double glazing. Cul-de-sac location close to Yew Tree Community School and Chadderton Cricket and Bowling Club
EPC Rating	D
Possession	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.
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed



21 Cleveland Road, Crumpsall, Manchester M8 4GS

Five bedroom detached property with HMO licence.

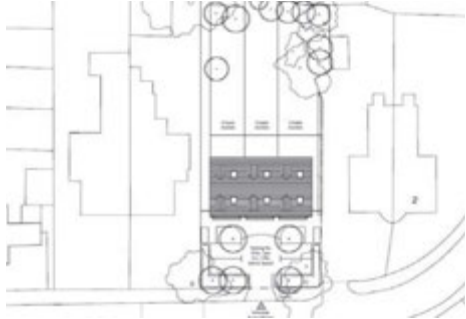
Directions	Off Delaunays Road, off Crumpsall Lane, off Middleton Road A576
Accommodation	Ground floor: Hall, bedroom with en-suite shower room, stairs down to basement, kitchen, separate WC, lounge diner First floor: Landing, two bedrooms, bathroom and separate WC Second floor: Landing, two bedrooms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



265 Edgeley Road, Stockport SK3 0TR

Development site fronting main road: currently income producing car wash.

Directions	The property is located on Edgeley Road (B5465) on the Edgeley/Cheadle Heath border.
Details	The property is a former petrol filling station currently tenanted, trading as a hand car wash. Canopy area circa 250 sq m (2,690 sq ft), office/waiting room and store circa 50 sq m (538 sq ft), site area circa 0.33 Acres (0.13 Hectares). EPC rating G.
Planning	Permission has been granted for residential redevelopment comprising a two storey block of 8, one bedroom apartments. Ref: DC/055159 The site is considered suitable for alternative uses such as used car sales, car hire etc subject to planning permission. Interested parties are advised to make their own enquiries to SMBC Planning Department on 0161 474 3896.
Possession	10 year lease from 2014 at £21,671.04 plus VAT per annum with break clauses relating to planning and development. Please refer to 16.1 of the replies to CPSE enquiries
Viewing	Auction department 0161 443 4740



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

Pair of Victorian properties on a site plus PP application for 3 dwellings.

Directions	Located in highly popular residential location around 500m from Salford Royal Hospital
Details	This pair of early Victorian semi-detached properties have large accommodation over four floors inclusive of cellars with 14 bedrooms on first and second floors. The ground floors both have two large reception rooms, kitchen and ancillary rooms. The site area is close to 0.5 Acres. The properties are in need of full refurbishment and we are advised by the vendor that the roof has been renovated.
Planning	Planning has been submitted ref: 16/68451/FUL for the erection of three, three storey dwellings. There is reference to an historic outline application for 12 flats dated July 1997. All interested parties are advised to consult with the local planning department directly at Salford City Council, Salford Civic Centre, Chorley Road, Swinton, Salford, M27 5AW: Telephone 0161 794 4711.
Notes	EPC exempt. Refer to legal pack for actual site layout- map is for identification purposes only.
Possession	Vacant on completion
Viewing	Strictly by appointment only: Auction department 0161 443 4740



232 Lower Broughton Road, Salford M7 2JS

Mixed use investment property, popular location.

Directions	Located close to junction of Lower Broughton Road and Camp Street/Frederick Road
Details	The ground floor shop is currently a takeaway with total floor area circa 80 sq m (861 sq ft). The upper floors comprise a four bedroom multi--let flat with communal living space, kitchen and two bathrooms. There is a yard area to the rear. Latest integrated fire alarm system.
Notes	EPC ratings: Flat F. Shop E
Possession	Full lease details will be provided in the online legal pack. Residential income £1,250 per month, Shop £550 per month. Annualised rent £21,600.
Viewing	Auction department 0161 443 4740



Parcel Of Land At, Kilsby Close, Farnworth, Bolton BL4 7TJ

Small parcel of land adjacent to residential properties circa 40 SQM.

Directions	Kilsby Close off Cawdor Street. Adjacent to number 18
Details	Small parcel of land that may suit alternative uses of redevelopment subject to the necessary consents. Circa 40 sqm.
Notes	The shaded plan is for purposes of identification only- please refer to the online legal pack for the true boundary plan
Planning	All interested parties are advised to make their own enquiries to: Bolton Council, Town Hall, Victoria Square, Bolton, BL1 1RU Telephone 01204 336000
Possession	Vacant possession
Viewing	Open site



2 Lewis Street, Shaw, Oldham OL2 8SN

Two bedroom end terrace property.

Directions	Directly off Oldham Road (B6194)
Accommodation	Ground floor: Hall, lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd. The Shaw and Crompton district has a vibrant town centre with many local amenities and shops and Lewis Street is just 0.7 miles from the Metrolink station
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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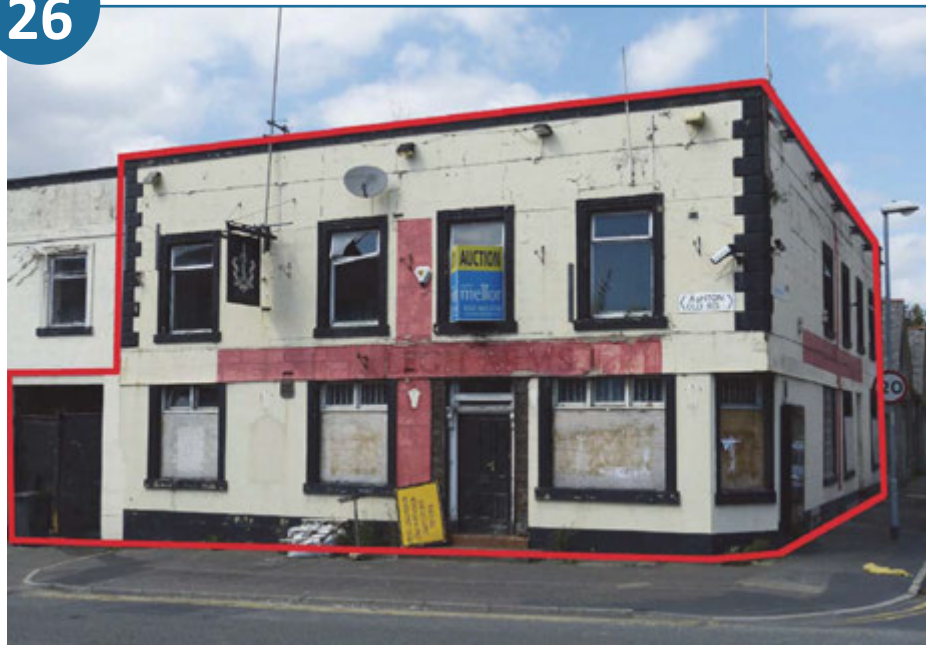
@MellorAuction



123 Stamford Street, Stalybridge SK15 1LH

Two bedroom terrace property.

Directions	On main A635
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - let on a twelve month AST from 3/5/13 at £450pcm
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



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

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

Directions	On the A635 two miles east of the city centre and half a mile from Manchester City Football Club
Details	Two storey vacant social club for improvement with gated alleyway to front.
Accommodation	The interior is in need of full renovation having been stripped back to brick over both floors. Basement and rear courtyard.
Notes	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 www.hmrc.gov.uk
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



2 Cheviot Close, Heaton Norris, Stockport SK4 1JW
Two bedroom ground floor flat.

Directions	Directly off the A6 near Belmont Way
Accommodation	Ground floor: Large entrance hall with generous understair storage, lounge, modern kitchen with built in oven and hob, two bedrooms, modern bathroom, cellars Exterior: Rear yard
Note	Gas central heating and double glazing. Located approximately one mile from Stockport Town Centre. Excellent public transport facilities into Manchester
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
28

GUIDE PRICE: £120,000+



SOLD PRIOR

168 Booth Lane, Middlewich CW10 0EF

Three bedroom detached property

Directions	Booth Lane (A533) is off Leadsmithy Street, off Kinderton Street/ Holmes Chapel Road A54
Accommodation	Ground floor: Hall, lounge, dining room, kitchen, utility room, cloakroom WC First floor: Landing, three bedrooms, bathroom Exterior: Garden to front providing off road parking for several cars The driveway continues to the side of the property Turfed rear garden with patio seating area
Note	Gas central heating and double glazed windows
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



771 A Moston Lane, Moston, Manchester M40 5RJ

Lock up garages and secure parking yard may suit change of use STP.

Directions	Located to the rear of a parade of shops close to the Charlestown Road/Moston Lane roundabout
Details	The yard is circa 0.16 Acres (625 sq m) located in a securely gated and fenced area to the rear of a row of shops on Moston lane. There are 8 garages with some having been knocked through and one let on an informal lease. There are two larger buildings at the head of the yard that may suit conversion to office space. We are advised that the property is held on two titles but is to be sold as one. The yard offers good space for vehicles.
Notes	There may be potential to develop the site or use for alternative purposes subject to the necessary consents. EPC exempt.
Possession	Vacant on completion unless otherwise specified relating to the informal arrangement on one garage.
Viewing	Strictly by appointment only: 0161 443 4740

LOT
30

GUIDE PRICE: £185,000+



Brook House, 1 & 2 Padden Brook, Romiley SK6 3AS

Four bedroom period property

Directions	Off Stockport Road B6104
Accommodation	Ground floor: Hall, three reception rooms, kitchen, ground floor WC First floor: Landing, four bedrooms, store room, bathroom Exterior: Gardens to front side and rear. Detached garage
Note	Part double glazed, gas central heating. Period property with original features with the option of returning back to two cottages.
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



343 Abbey Hey Lane, Abbey Hey, Manchester M18 8RH
Three bedroom terrace property.

Directions	From Hyde Road (A57) turn into into Chapman Street. After the traffic lights turn right into Highmead Street which becomes Abbey Hey Lane.
Accommodation	Ground floor: Entrance vestibule, lounge, dining room, kitchen, inner hall, bathroom First floor: Three bedrooms Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



5 Goring Avenue, Gorton, Manchester M18 8WW

Three bedroom Quasi Semi-detached property

Directions	Off Meadfoot Road, off Chapman Street, off Hyde Road (A57)
Accommodation	Not Inspected: Ground floor: Hall, Lounge, dining room, kitchen First floor: Three bedrooms and bathroom External: Driveway and garden to front and rear garden
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Tenanted - The tenant is reported to be paying £550 PCM, no tenancy seen.
Viewing	Strictly external viewings only. The tenant MUST NOT be disturbed.

LOT
32

GUIDE PRICE: £35,000+



WITHDRAWN

132 Hyde Road, Denton, Manchester M34 3DH

Premises with yard and garage space suitable for redevelopment STP.

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



The Greyhound Inn, 27 Bowdon Street, Edgeley, Stockport SK3 9HG
Vacant former public house suitable for development subject to PP.

Directions	The property is located at the junction of Moseley Street and Bowdon Street in a densely populated residential location close to Edgeley shopping centre and a really short walk from Stockport Train Station
Details	Ground Floor: Four rooms, open plan trading area suitable for shop sales. First Floor: Self contained accommodation comprising four rooms, kitchen and bathroom Basement: Large cellar, storeroom and boiler room Externally: There is an enclosed yard to the rear with a covered shelter plus car park for circa 7-8 vehicles with income producing potential.
Notes	No fixtures and fittings will be included in the sale unless agreed. EPC rating D. There is solar panel producing electricity which is to be included in the sale. VAT may be applicable of the sale price, interested parties are advised to make their own enquiries to HMRC directly.
Planning	The property is considered suitable for convenience store or residential conversion subject to permission and interested parties are advised to consult with SMBC planning department directly. Plans ref DC/053748
Tenure	Freehold
Viewings	Auction department 0161 443 4740



Brookfield Apartments, 33 Leigh Road, Atherton, Manchester M46 0NW

Two bedroom upper floor flat let to long term tenant.

Directions	The property is located off Leigh Road in purpose built complex of apartments
Accommodation	Not inspected but reported to be: Ground floor: Communal entrance. Second floor: Hallway, living room and kitchen, two bedrooms, bathroom (circa 59 SQM) Exterior: Well-tended and landscaped gardens, parking.
Notes	Double glazing, heating. With three train stations within 1.5 miles the property is in an excellent location and it is within easy access to motorway links
EPC rating	D
Possession	Tenanted. The vendor advises that there has been a tenant in occupation for around 10 years, signed lease currently holding over from 21 May 2012 at £375PCM. Full details will be provided in the legal pack.
Viewing	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.

Directions	The property is located close to Rochdale Town Centre, off Princess Street, off Whitworth Road off the A58
Details	Ground Floor: Entrance halls to front, three large function rooms, bars, associated WCs, storage rooms, office, commercial kitchen, store, partially covered smoking yard. 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. Basement offices under main building plus large cellar under extension. Car Park: Spaces for 40 vehicles. Site area 0.54 A (2,166 sq m) EPC: E
Planning	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
Possession	Vacant on completion
Viewing	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



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



WITHDRAWN

32 - 36 Lower Hillgate, Stockport SK1 1JE

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

Directions	The property is located in the Underbanks and Hillgate Conservation areas off the main shopping centre.
Details	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
Planning	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
Possession	Vacant on completion
Viewing	Secure site, access may be available- contact the Auction Department on 0161 443 4740

GUIDE PRICE: £90,000+

**LOT
39**



POSTPONED

2 And 4 Ladbrooke Road, 9 Kings Road, Ashton-under-lyne OL6 8JT
Pair of retail units with two bedroom self contained flat over.

Directions	Kings Road, corner of Ladbrooke Road at traffic lights
Details	Ground floor: Pair of retail units comprising circa 30 SQM of space with partition wall subdividing. Smaller unit has WC to rear in outhouse. Basement. First floor: (Not inspected) Living room, kitchen, two bedrooms, bathroom. Exterior: Communal yard area
Notes	Flat double glazed, central heating. The premises may suit conversion or alternative uses subject to the necessary consents,
EPC ratings	On order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

Shortlisted for 3 awards at the Negotiator Awards 2016!

RESIDENTIAL AUCTIONEER OF THE YEAR

RISING STAR OF THE YEAR

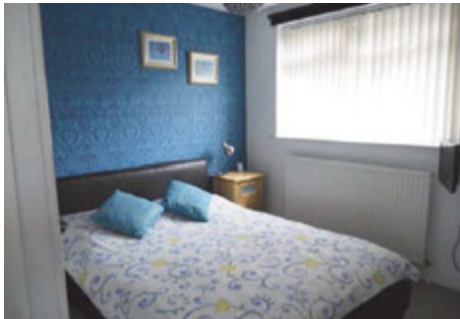
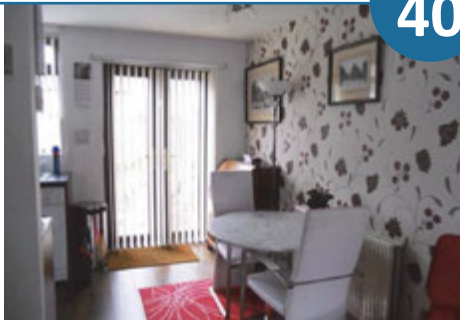
NORTH WEST AGENCY OF THE YEAR

After winning "Family Business of the year" at the E3 North West Business Awards along with being shortlisted for "Stockport's Business of the year" we are absolutely delighted with the news we've reached the final stages of the 2016 Negotiator Awards.

The Negotiator awards are one of the most glamorous and prestigious events on the residential agency calendar so we're honoured to have been recognised for our achievements across the board this year. We have high hopes to bag at least one of these impressive awards!

Our very own Andy Thompson (who you should see around today) has been nominated for the rising star of the year award. This award focuses on up & coming talent and success within the industry.

The overall winners of all the categories will be announced on the 1 November 2016 at the London Hilton. We'll be sure to keep you updated with the latest news from the event on Twitter and Facebook so be sure to follow us.



107 Constable Street, Abbey Hey, Manchester M18 8GY
Two bedroom semi detached property.

Directions	Constable Street runs between Abbey Hey Lane and Lees Street
Accommodation	Ground floor: Entrance porch, open lounge into dining room which has french doors, kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Garden to the rear, off road parking for several vehicles at both the front of the property and down the side behind the double gates
Note	Gas central heating and double glazing. One minute walk from Gorton Station
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £50,000+

LOT
40A



23 Kelperlow Street, Oldham OL4 1LU

Two bedroom terrace property

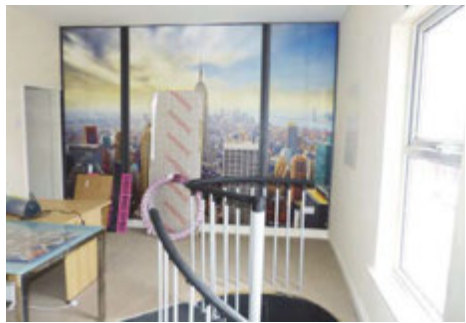
Directions	Off Balfour Street, off Lees Road A669
Accommodation	Ground floor: Lounge, kitchen First floor: Two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740

LOT
41

GUIDE PRICE: £50,000+



98 Ashton Road, Hyde SK14 4RN

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

Directions	The property is located on Ashton Road (B6170) close to Talbot Road
Details	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
Notes	Air conditioning, electric wall heaters, double glazing. EPC rating D.
Possession	Vacant on completion.
Change of use	The premises may lend themselves to alternative uses or residential conversion subject to planning.
Viewing	Auction department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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0161 443 4740

**WITHDRAWN**

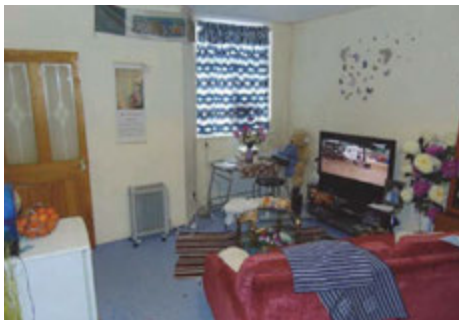
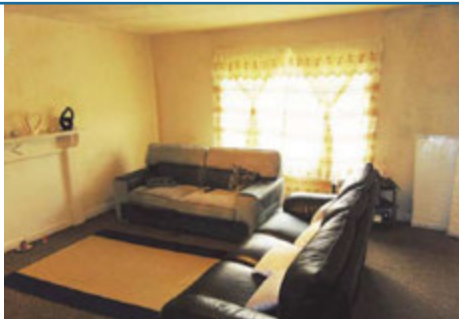
19 Charter Lane, Charnock Richard, Chorley PR7 5LZ

Four bedroom semi-detached, previously two farmers cottages

Directions	Off Church Lane, off Preston Road A49
Accommodation	Ground floor: Hall, three reception rooms, kitchen First floor: Landing, four bedrooms, bathroom and separate shower room Exterior: Gardens to rear, large driveway to side leading to double timber garage/workshop
Note	The property was formally 2 two bedroom farmers cottages Oil central heating and part double glazed windows
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
43

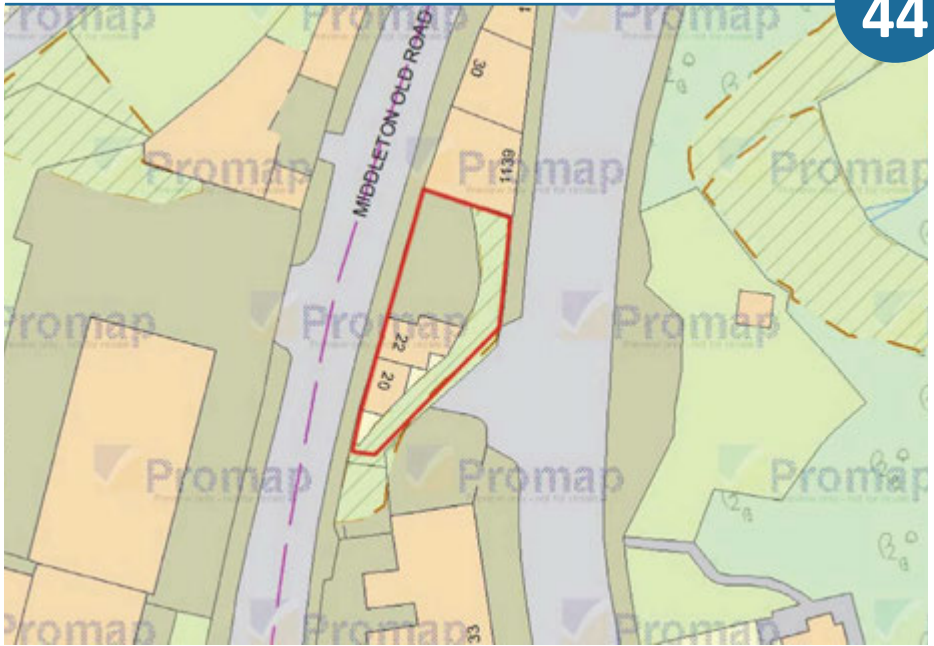
GUIDE PRICE: £88,000+



28 Gill Street, Moston, Manchester M9 4FZ

Terrace house in two flats.

Directions	Off Moston Lane, Off Rochdale Road (A664).
Accommodation	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
Note	Gas central heating & double glazing. Two minutes walk from Moston Lane which has plenty of shops
EPC rating	On order
Possession	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
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



**Land At, 20-26 Middleton Old Road, Blackley, Manchester M9 8DS
Parcel of and with full planning consent for 9 No. Apartments.**

Directions	The site is located between Middleton Old Road and Rochdale Road.
Details	The site is located in a popular location close to Boggart Hole Clough and is approximately 3 miles north from the City Centre, Blackley Village is a sought after location with excellent communication links to the M60 (J20) which is approximately ¾ mile to the north. The lined plan is for purpose of identification and therefore all parties are advised to look at the title plan contained in the on line legal pack.
Planning	Planning permission has been granted for the erection of one residential apartment building, four-storeys to Middleton Old Road, and three-storeys to Rochdale Road to form 9 x2 bedroom self-contained apartments (Use Class C3(a)), incorporating undercroft car parking to be accessed off Middleton Old Road. REF: 111141/FO/2016/N1 or PP-04800284
Possession	Vacant on completion
Viewing	Open site

LOT
45

GUIDE PRICE: £130,000+



SOLD PRIOR

2 Turton Close, Seddons Farm, Bury BL8 2EE

Two bedroom detached bungalow

Directions	Off Newington Drive, off Mile Lane, off Bolton Road A58
Accommodation	Ground floor: Porch, hall, lounge diner, kitchen, two bedroom and bathroom Exterior: Generous corner plot with gardens to front side and rear. Driveway to single garage
Note	Gas central heating and double glazed windows
EPC Rating	On order
Possession	Vacant on possession
Viewing	Auction Department 0161 443 4740



43 Givendale Drive, Crumpsall, Manchester M8 4PZ

Ground floor studio apartment.

Directions	Off Coppleridge Drive, off Wilton Road/Bank Road, off Crumpsall Lane, off Middleton Road (A576)
Accommodation	Not inspected: Ground floor: Lounge/bedroom, kitchen, bathroom Exterior: Communal grounds and parking
Note	Gas central heating and double glazing. Located half a mile from North Manchester General Hospital so ideal for rental purposes
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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

Directions	Off Walkley Road, off Holme Lane, off Bradfield Road, off Penistone Road A61
Accommodation	Not Inspected: The property has eleven bedrooms, communal lounge, kitchen, two shower rooms and four WC's
Note	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
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Land To East Side Of, Broughton Lane, Sheffield S9 2EP
Parcel of land circa 4 Acres (1.6 Hectares).

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

LOT
49

GUIDE PRICE: £105,000+



9 Cooke Street, Hazel Grove, Stockport SK7 4EG

Two bedroom first floor apartment.

Directions	Directly off the A6 in the centre of Hazel Grove
Accommodation	Ground floor: Hall with stairs to: First floor: Lounge which is open plan to a re-fitted open plan white gloss kitchen with integrated appliances, two bedrooms and a re-fitted shower room Exterior: Communal gardens with residents parking to rear
Note	Gas central heating and double glazing. Located within walking distance of the A6 which has an abundance of shops, bars and restaurants not to mention excellent public transport facilities
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740

GUIDE PRICE: £65,000+

**LOT
50**

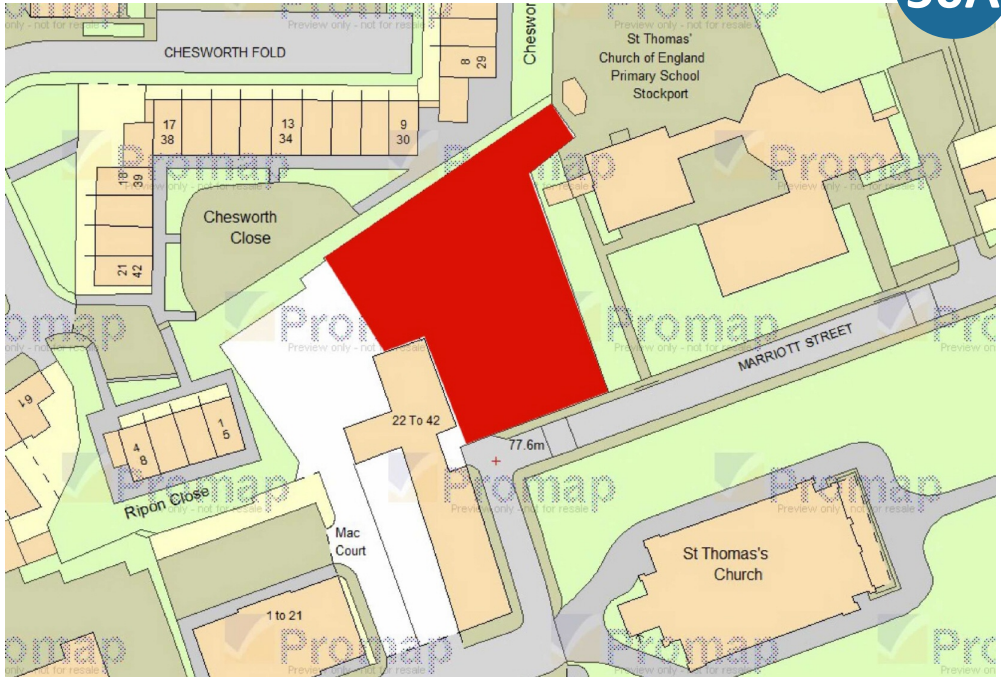


SOLD PRIOR

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

Three bedroom terrace property.

Directions	Off Thornton Road, off Leek Road (A52)
Accommodation	Ground floor: Hall, lounge, dining room, kitchen/diner, bathroom First floor: Three bedrooms, separate WC with wash basin Exterior: Rear yard
Note	Gas central heating. Located in Shelton's 'University Quarter', close to Staffordshire University and Stoke Railway Station
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Mac House, St Thomas's Place, Stockport SK13TZ

0.36 A site with PP for 32 one and two bedroom apartments.

Directions	The site is located off the A6 close to Stockport College off St Thomas's Place
Details	The site is offered on a long leasehold basis with permission to develop an apartment block of majority one bedroom apartments located to the rear of an existing pair of converted buildings. Related planning reference DC\021312. The shaded map is for identification purposes only and shows the main extent of the actual boundary, there are other smaller parcels.
Notes	A foundation has been laid for the development. We are advised by the owners that all unilateral notices will be removed prior to completion and lot will be sold with clean title: Refer to the online legal pack for further information.
Possession	Vacant on completion
Viewing	Open site



38 Arbor Avenue, Burnage M19 1EY

Three bedroom semi detached property.

Directions	Directly off Errwood Road close to the junction with Crossley Road
Accommodation	Ground floor: Entrance hall, WC, lounge, dining kitchen with built in oven and hob First floor: Three bedrooms, bathroom Exterior: The property sits on a large corner plot with gardens to three sides including a lawn to front and two paved areas to side and rear. There is also a block paved driveway that can accommodate two vehicles
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - let on a six month AST from 28/02/13 at £650 pcm
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



36 Wellington Road, Blackpool FY1 6AR

Freehold three storey residential property over three floor plus basements.

Directions	The property is located close to the seafront on the corner of Lytham Road (B5262) and Wellington Road
Details	Ground floor: Entrance hallway, living room, kitchen, bathroom area. Access to cellars. First floor: landing, living room, dining kitchen, bathroom, separate shower room, three bedrooms Second floor: Separate stairs both leading to two bedrooms (4 in total) one open plan. Yard to rear.
Notes	The shops are not included in the sale. The lot has the benefit of having cellars under the shops that have potential to be leased to the occupants. EPC on order
Possession	Tenanted, lease reported at £650 pcm, the vendor advises that the tenants wish to lease out the ground floor area to a family member for an increase in rent of approximately £350 pcm. To be confirmed in legal paperwork.
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £1,500,000+

**LOT
52A**



Land Off, Haslingden Road, Blackburn BB2 3HJ

Freehold site approx. 8.5 acres with PP for 79 mixed dwellings.

Directions	Exit M65 motorway at Junction 5 and take exit for A6077 Haslingden Road. Continue on A6077 (passing over roundabouts) for approximately 1.5 miles to arrive at destination on your left. The access to the plot is freely accessible from the entrance to Blackburn Yarn Dyers. Sat Nav ref: BB2 3EY
Overview	The 8.5 Acre site is located in close proximity to Blackburn Royal Hospital with planning for 79 various dwellings. The site has an estimated GDV of £15,000,000. The plans are for five different style of houses.
Planning	Planning permission was granted by Blackburn and Darwen Borough Council application reference numbers 10/12/1029 10/09/0414 for the redevelopment of the site and creation of 79 dwellings. The planning permission is deemed to have started with works carried out to create the access to the site from Haslingden Road. Full copies of the planning permission and associated documents are available from the local authority planning department website: Blackburn and Darwen Borough Council, Tel: 01254 585 585.
Possession	Vacant on completion
Viewing	Open site

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS
www.edwardmellor.co.uk 0161 443 4740



Parcel Of Land Off, Lyndhurst Road, North Reddish, Stockport SK5 6NA

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

Directions	The parcel of land is opposite 11 Lyndhurst Road (not associated)
Details	Parcel of land circa 125 sq m (0.03 acres) in a predominantly residential area
Planning	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
Possession	Vacant on completion
Viewing	Open site



28 Abbey Lane, Leigh WN7 5NX

Semi detached property currently used as a four bedroom HMO.

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

LOT
55

GUIDE PRICE: £150,000



1 Curzon Avenue, Victoria Park, Manchester M14 5PU

Three storey semi-detached building converted into 3 self-contained flats.

Directions	The property is located on the corner of Curzon Avenue and Laindon Road
Notice	To be sold on behalf of Liquidators
Details	No inspected but reported to be three self contained flats with living accommodation, 1 bedrooms per unit, kitchen, bathroom.
Notes	Some double glazing, assumed separate central heating in all flats EPC ratings: Flat 1: C. Flat 2: C. Flat 3: E
Possession	Tenanted on various AST agreements: Flat 1, 1 Curzon Avenue: £450 pcm. Flat 2, 1 Curzon Avenue: £425 pcm Flat 3, 1 Curzon Avenue: £400 pcm. Full lease details will be provided in legal pack.
Viewing	Auction department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



916 Stockport Road, Levenshulme, Manchester M19 3AB
Vacant retail premises with upper floors and basement on busy A6.

Directions	Located close to the Junction with Albert Road
Details	Ground floor: Seating and dining area, kitchen and servery, rear lobby, WC. 46 sq m (495 sq ft) First floor: Two rooms, WC Exterior: Yard to rear. Basement access.
Notes	The property will be sold "as is" unless otherwise specified. RV £6,700 per annum. All interested parties will be expected to register prior to the sale and to provide clear funds.
EPC	On order
Possession	Vacant on completion with any fixtures and fittings left.
Viewing	Auction department 0161 443 4740



7 Edith Avenue, Rusholme, Manchester M14 7HU

Two bedroom terrace property

Directions Off Broadfield Road, off Claremont Road, off Princess Road A5103.

Accommodation Not Inspected:
Ground floor: Hall, Lounge, dining room, kitchen
First floor: Two bedrooms and bathroom
Exterior: Rear yard

Note Double glazed windows

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

Terms and Conditions

For proxy and telephone bidding

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

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

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £3,000) PLUS the **0.6% (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

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 APPORTIONMENTS

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

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

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

(a) the BUYER is liable to pay interest; and

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

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

(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

(c) where the amount to be apportioned is not known at COMPLETION apportionment

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

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

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

SPECIAL CONDITIONS:

(a) so state; or

(b) give no details of any ARREARS

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

(a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;

(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancers may reasonably require;

(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;

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

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

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

G12 MANAGEMENT

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

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

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

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

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

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

G13 RENT DEPOSITS

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

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

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

assignment in which the BUYER covenants with the SELLER to:

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

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

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

G14 VAT

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

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

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state:

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

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

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

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

G15.3 The BUYER confirms that:

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

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

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

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

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

(a) of the BUYER'S VAT registration;

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

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

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

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

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

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

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

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

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

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

G16 CAPITAL ALLOWANCES

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

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

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

G16.4 The SELLER and BUYER agree:

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

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

G17 MAINTENANCE AGREEMENTS

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

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

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

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

G19.5 Where relevant:

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

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

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

G20 TUPE

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

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

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

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

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

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

G21 ENVIRONMENTAL

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

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

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

G22 SERVICE CHARGE

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

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

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

(a) service charge expenditure attributable to each TENANCY;

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

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

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

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

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

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

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

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

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

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

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

G23 RENT REVIEWS

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

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

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

G23.4 The SELLER must promptly:

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

(b) use all reasonable endeavours to

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

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

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

G25 WARRANTIES

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

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

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

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

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

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

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

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

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

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

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

(a) apply for registration of the transfer;

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) Act 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

How to find us

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Scan for
directions



Openwork.

