

EDWARD
mellor
AUCTION



WEDNESDAY 7 DECEMBER 2016

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



0161 443 4740
EDWARDMELLOR.CO.UK



Success stories from our October auction

GUIDE PRICE
£25,000+

LOT 1



STALYBRIDGE

SOLD AT
£70,000

GUIDE PRICE
£55,000+

LOT 6



MANCHESTER

SOLD AT
£65,000

GUIDE PRICE
£65,000+

LOT 8



HYDE

SOLD AT
£80,500

GUIDE PRICE
£60,000+

LOT 27



STOCKPORT

SOLD AT
£72,000

GUIDE PRICE
£150,000+

LOT 55



MANCHESTER

SOLD AT
£196,000

GUIDE PRICE
£110,000+

LOT 56



LEVENSHULME

SOLD AT
£193,000

Meet the team

Here to Help!

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



NICK GREEN
**Auctioneer & Head
of Commercial**

It is a privilege to work as part of the best Auction team in the North West selling every type of property and land imaginable, every day is different!



SCOTT GRAYSON
Head of Auction

Having been involved with Edward Mellor for many years now, I am very excited to be joining the auction team and moving it on in 2016.



LOUISE McDONALD
Head of Residential

I created the Auction Department back in 1997 with our first sale comprising just a handful of lots and am incredibly proud of what we have achieved since.



ANDY THOMPSON
Auction Consultant

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



SUE MUSHET
Office Manager



MARK LAWSON
Auction Valuer



EMMA RUDGE
Auction Consultant



SOPHIE SIMCOX
**Trainee Auction
Consultant**

When & where?

AUCTION

CLOSING DATE

1st February	11th January
15th March	22nd February
26th April	5th April
14th June	24th May
26th July	5th July
13th September	23rd August
25th October	4th October
6th December	15th 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 February Auction and if it doesn't sell you don't pay a thing!

————— CLOSING DATE FOR LOTS —————

FRIDAY 11 JANUARY



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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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___](https://twitter.com/AndyT___) / [@MellorAuction](https://twitter.com/MellorAuction)



Questions and answers with the auction experts

Six of the finest industry experts will be taking your questions in our end of year Auction Seminar. The team will be sharing their wealth of knowledge on a range of topics from managing your finances to making that first bid. Have your questions at the ready, it's going to be our best seminar yet.

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 7 December, AJ Bell Stadium

To register call **0161 443 4740** or register online at edwardmellor.co.uk/auctions



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	Abbey Hey	24 Harrop Street	Three bedroom semi-detached property situated on a corner plot.
2	Southport	Flat 5, 10 Queens Road	Two bedroom top floor apartment.
3	Heaton Chapel	9 Cambridge Road	Three bedroom terrace property.
4	Abbey Hey	82 Kenyon Street	Two bedroom terrace property.
5	Abbey Hey	126 Abbey Hey Lane	End Terrace split into three flats.
6	Crumpsall	14 Parkhill Avenue	Two bedroom mid terrace investment property.
7	Burnage	18a Et 18b Brayside Road	Detached investment property in two, 2 bedroom self contained flats.
8	Cheetham Hill	19 Carlyle Close	Three bedroom mid terrace investment property in popular location.
9	Northenden	394 Palatine Road	Retail premises with upper floors and consent for residential development.
10	Crumpsall	159 Wilton Road	Two bedroom mid terrace investment property.
11	Ashton-under-Lyne	51 Princess Street	Three bedroom terrace property suitable for BTL investor.
12	Openshaw	104 Ackroyd Street	Two bedroom terrace property.
13	Old Trafford	Lloyd House, Third Avenue	Freehold commercial investment with car park and potential to develop STP.
14	St Helens	Mill Brow	Superb commercial or residential redevelopment site in prime location.
15	Hyde	1-3 Market Street	Commercial and residential redevelopment opportunity in busy Town Centre.
16	Ashton-under-Lyne	Brook Cottage, 1a Taunton Platting	Detached three bedroom cottage set aside Medlock Country Park.
17	Cheetham Hill	103 Westwood Apartments	One bedroom first floor flat let to long term tenant.
18	Oldham	20 Osmond Street	Two bedroom terrace property.
19	Newton Heath	The Kippax Pub, Grimshaw Lane	Public house with refurbished accommodation over.
20	Ormskirk	Palace House, Hall Lane	Three bedroom detached Farmhouse with Annex.
21	Moston	333-339 Moston Lane	Investment property let to One Stop Stores with PP to develop upper floors.
22	Sheffield	Ebenezer Methodist Church	Grade II Listed Residential Investment suitable for a HMO or development.
22A	Oldham	7 Clara Street	Two bedroom end terrace property
23	Levenshulme	110 Barlow Road	Takeaway premises with A5 consent and two bedroom accommodation.
24	Stockport	Mac House, St Thomas's Place	0.36 A site with PP for 32 one and two bedroom apartments.
25	Stockport	128 Nangreave Road	Three bedroom end quasi semi-detached property.
26	Burnage	197,197a,197b Mauldeth Road	Mixed use investment property in two flats and one retail unit.
27	Clayton	26 Clayton Street	End terrace property split into eight flats/studios.
28	Edgeley	The Greyhound Inn	Vacant former public house suitable for development subject to PP.
29	Openshaw	134 Louisa Street	Two bedroom terraced property.
30	Failsworth	1 Mabel Road	Four bedroom extended semi-detached property.
31	Cheetham Hill	116 Et 118 Hendham Vale	Pair of semi detached properties in eleven flats.
32	Romiley	Brook House, 1 Et 2 Padden Brook	Four bedroom period property.
33	Ashton-under-Lyne	35 Booth Street	Part tenanted retail premises with basement, upper floors vacant.

LOT	AREA	ADDRESS	DESCRIPTION
34	Audenshaw	40 Hazel Street	Two bedroom terrace property.
35	Moston	771a Moston Lane	Lock up garages and secure parking yard may suit change of use STP.
36	Ashton-under-Lyne	2 & 4 Ladbrooke Road/9 Kings Road	Pair of retail units with two bedroom self contained flat over.
37	Longsight	3 Ollier Avenue	Two bedroom terrace house let on a Regulated Tenancy.
38	Openshaw	Legh Arms	Commercial unit on busy main road, may suit development STP.
39	Marple Bridge	158 Compstall Road	Terrace split into one ground floor flat and two studio's to the first floor.
40	Brinnington	Whitebank House, 300a Brinnington Road	Former stables/coach house considered suitable for development.
40A	Manchester	Swan Hotel, 136 Stand Lane, Radcliffe	Former public house with planning for mixed use redevelopment.
41	Denton	16 Clifford Avenue	Two bedroom semi-detached property.
42	Salford	Land at Junction of Weaste Lane	Vacant parcel of land suitable for a variety of uses subject to planning.
43	Rusholme	7 Edith Avenue	Two bedroom terrace property.
44	Blackpool	37 Wellington Road	Freehold three storey residential property over three floors plus basements.
45	Gorton	5 Goring Avenue	Three bedroom Quasi Semi-detached property.
46	Whitefield	3 Hillingdon Road	Two bedroom detached bungalow.
47	Stockport	265 Edgeley Road	Development site fronting main road: currently income producing car wash.
48	Middleton	80 Baguley Crescent	One bedroom ground floor flat.
49	Great Moor	281 Buxton Road	Two storey tenanted takeaway on busy main road.
50	Middleton	40 Heywood Court	One bedroom first floor flat.
50A	Bolton	216 Piggott Street, Farnworth	Vacant retail premises with flat above and plot may suit development STP
51	Oldham	249 Roundthorn Road	Two bedroom terrace property.
52	Levenshulme	46 Balleratt Street	Three terraces requiring finishing prior to building regs approval.
53	Longsight	21 Maida Street	Two bedroom terrace property.
53A	Manchester	141 Heaton Park Road, Crumpsall	Three bedroom quasi-detached property
54	Oldham	23 Kolverlow Street	Two bedroom terrace property.
55	Macclesfield	106 Chestergate	Three storey retail premises with basement circa 1,550 sq ft (143 sq m).
56	Leyland	8 The Tiger, Leyland Road	Two bedroom first floor apartment.
57	Ashton-under-Lyne	202 Burlington Street	Four bedroom town house.
58	Sheffield	Land to East of Broughton Lane	Parcel of land circa 4 Acres (1.6 Hectares).
59	Moston	20 Fold Street	Two bedroom terrace property.
59A	Manchester	532 Nelstrop Road, Reddish	Two bedroom semi-detached property.
60	Middleton	92 Baguley Crescent	One bedroom first floor flat.
61	Salford	232 Lower Broughton Road	Tenanted hot food outlet with self-contained four bedroom let over.
62	Manchester	Flat 8 Norvic House, Hilton Street	One bedroom top floor duplex apartment.
63	Wigan	4 Byron Avenue	Two bedroom Quasi semi-detached property.
64	Stockport	18 Lingard Street	Two bedroom terrace property.
65	Marple	Land at Strines Road	Parcel of land fronting Strines Road adjacent to Peak Forest Canal.



24 Harrop Street, Abbey Hey, Manchester M18 8RW

Three bedroom semi-detached property situated on a corner plot.

Directions	Off Green Fold, off Abbey Hey Lane, off High Bank, off Hyde road A57
Accommodation	Ground floor: Hall, Lounge diner, kitchen, conservatory First floor: Landing, three bedrooms and bathroom Exterior: Front, side and rear gardens, driveway to attached single garage
Note	Gas central heating and double glazed windows.
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £55,000+

**LOT
2**



Flat 5, 10 Queens Road, Southport PR9 9HN

Two bedroom top floor apartment

Directions	Queens Road B5280 is off Manchester Road B5245, off Lord Street A565
Accommodation	Ground floor: Secure communal entrance, Top floor: Communal halls, Entrance, hall, lounge kitchen, two bedrooms, bathroom Exterior: Communal parking
Note	Gas central heating
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



9 Cambridge Road, Heaton Chapel, Stockport SK4 4QN

Three bedroom terrace property.

Directions	Off Wellington Road North A6
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom, WC Second floor: Bedroom Basement
Note	Suitable for cash buyers only The vendor of this property is a Director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



82 Kenyon Street, Abbey Hey, Manchester M18 8TD

Two bedroom terrace property

Directions	Off Vine Street, off Ashton Old Road A635
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Tenanted on a six month AST from 5th October 2015 at £475 PCM
Viewing	Auction Department 0161 443 4740

LOT
5

GUIDE PRICE: £140,000+



126 Abbey Hey Lane, Abbey Hey, Manchester M18 8TH

End terrace split into four flats

Directions	Off Ryan Street or Capital Road, off Ashton Old Road A635
Accommodation	The property is split into four one bedroom flats Comprising: Lounge, kitchen, bedroom and bathroom/shower room Exterior: Yard to side
Note	Electric heating and double glazed windows When fully let potential rental income of circa £16,800 per annum
EPC Rating	Flat 1 - E, Flat 2 - E, Flat 3 - E, Flat 4 - F
Possession	Part-tenanted - One flat is tenanted and three are vacant. Refer to legal pack for further information
Viewing	Auction Department 0161 443 4740



14 Parkhill Avenue, Crumpsall, Manchester M8 4RA

Two bedroom mid terrace investment property.

Directions	Located off Delaunays Road, close to North Manchester Hospital
Accommodation	Ground floor: Lounge, dining room kitchen. First floor: Two bedrooms, bathroom Externally: Gardens to front and rear
Notes	Double glazing, central heating
EPC	E
Possession	Leased to long term tenant on AST from 26th May 2009 at £450 PCM
Viewing	Viewings will be available strictly by appointment with the auctioneers on 0161 443 4740

LOT
7

GUIDE PRICE: £175,000



18a & 18b Brayside Road, Didsbury, Manchester M20 6ES

Detached investment property in two, 2 bedroom self contained flats.

Directions	Located off Parrswood Road, near Fog Lane Park, situated by Burnage Rail Station
Accommodation	18a: Ground floor: Hallway, lounge, kitchen, two bedrooms, bathroom, private rear garden 18b: First floor: Landing/hallway, lounge, kitchen, two bedrooms, bathroom, private rear garden
Notes	Double glazing, central heating. EPC ratings 18a (B) 18b (B). The property has potential to be split up and sold off on separate titles.
Possession	Both apartments are tenanted on AST agreements: refer to the legal pack for further information.
Viewings	Viewings are available strictly by appointment only with the Auction department 0161 443 4740



19 Carlyle Close, Cheetham Hill, Manchester M8 0LY

Three bedroom mid terrace investment property in popular location.

Directions	Carlyle Close off Huxley Avenue
Accommodation	Ground floor: Hallway, lounge, dining room, kitchen. First floor: Three bedrooms, bathroom Externally: Gardens to front and rear
Notes	Double glazing, central heating
EPC	D
Possession	Leased on AST to long term tenant from 29th July 2010 at £500 PCM
Viewing	Viewings will be available strictly by appointment with the auctioneers on 0161 443 4740



394 Palatine Road, Northenden, Manchester M22 4FZ

Retail premises with upper floors and consent for residential development.

Directions	Central Northenden at traffic light junction with Church Lane.
Details	Ground floor: 62 sq m (667 sq ft) open plan retail space, office, kitchen, storeroom WC. First floor: Two offices and storage. GIA circa 110 sq m (1,184 sq ft)
Notes	The property will not be sold prior to the auction. EPC rating E. Planning permission has been passed for Change of use of first floor and part ground floor from Office (B1a) to from 2 x 1 bedroom and 1 x 2 bedroom apartments (C3), including erection of first floor side and rear extension. Ref 109759/FO/2015/S2. All interested parties are advised to make their own enquiries directly to Manchester Council.
Possession	Vacant on completion
Viewing	Strictly by appointment only with the Auctioneers: 0161 443 4740, the occupants must not be disturbed.



159 Wilton Road, Crumpsall, Manchester M8 4QP

Two bedroom mid terrace investment property.

Directions	Wilton Road off Park Road off Crumpsall Lane
Accommodation	Not inspected but reported to be: Ground floor: Lounge, dining kitchen. First floor: Two bedrooms, bathroom Externally: Gardens to front and rear
Notes	Double glazing, central heating
EPC Rating	C
Possession	Tenanted on AST from 15/07/2011 at £550 PCM
Viewing	Viewings will be available strictly by appointment with the auctioneers on 0161 443 4740

LOT
11

GUIDE PRICE: £65,000+



51 Princess Street, Ashton-under-lyne OL6 9QH

Extended three bedroom terrace property suitable for BTL investor.

Directions	Located off Mossley Road (A670)
Accommodation	Ground floor; Living room, dining kitchen, bathroom First floor: Three bedrooms. Exterior: Car parking space to front, yard to rear
Notes	Double glazing central heating, needs some refurbishment.
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



104 Ackroyd Street, Openshaw, Manchester M11 1WT

Two bedroom terraced property

Directions	Off Vine Street, off Ashton Old Road A635
Accommodation	Ground floor: Lounge, kitchen diner First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Tenanted on a six month AST from 10th May 2016 at £525 PCM
Viewing	Auction Department 0161 443 4740



Lloyd House, Third Avenue, The Village, Trafford Park, Manchester M17 1JE

Freehold commercial investment with car park and potential to develop STP.

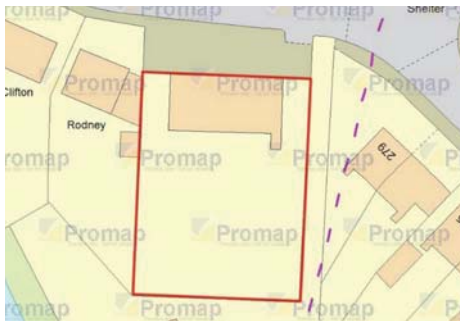
Directions	Within five minutes walk of Manchester United Football Club Stadium. Turn off Village Way (A5081) onto Fifth Avenue, left along Eleventh Street and second right onto Third Avenue in the Village area of Trafford Park
Details	The location is the only parade of retail units in Trafford Park the largest industrial park in Europe and is 30m from the new "The Village" tram stop opening 2020. The property comprises the entire freehold interest of the building and car park with four retail units fronting Third Avenue being occupied on long leasehold arrangements, whilst the remaining shop unit and first and second floors are separately leased at a combined rent circa £67,000 per annum on various leases plus service charges. The building has recently been completely refurbished to the highest standards, the accommodation has four separate entrances and is sub divided at first floor for four tenants. The second floor is occupied by one tenant. EPC rating C
Exterior	Externally the property has a large car park with spaces for 52 vehicles and is considered suitable for partial redevelopment subject to the necessary consents and all interested parties are advised to make their own enquiries to the local planning department directly.



Possession	390, 394, 396, 398 and 340 Third Avenue on 125 year leases from 01.02.1994 392 Third Avenue - Leased at £8,000 per annum- details will follow in legal pack 390a - 400a Third Avenue multi let offices rent totalling circa £59,000 per annum plus service charges
Tenure	Freehold
EPC	Band E
Viewings	Auction department 0161 443 4740

LOT
14

GUIDE PRICE: £175,000



Mill Brow, Eccleston, St Helens WA10 4QG

Superb commercial or residential redevelopment site in prime location.

Directions	The property is located on Mill Brow at the junction of Knowsley Road and Ackers Lane in a desirable predominantly residential location
Details	The property occupies a prominent main road position, recently used for offices with accommodation over three floors. The ground floor offers two reception areas, office space, ancillary areas and WCs, the first floor is majority cellular office space with kitchen and staff areas, WCs, the third floor is divided into offices space with open plan landing area and storage. The GIA is circa 465 SQM (5,000 SQ FT) over the three floors, the site area is circa 1023 SQ M (0.25 Acres) with parking to the rear for 30-35 vehicles.
Notes	The lot is considered suitable for redevelopment for children's nursery, retail such as local general store with residential accommodation above and also for residential redevelopment of the site or building to residential. All interested parties are advised to make their own enquires directly to St Helens Council planning@sthelens.gov.uk , in person or by post to the Development Control Manager, Town Hall, Victoria Square, St Helens WA10 1HP. EPC on order
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £125,000 - £150,000

**LOT
15**



1-3 Market Place, Market Street, Hyde SK14 2LX

Commercial and residential redevelopment opportunity in busy Town Centre.

Directions	Located on the Market Place in Hyde Town Centre
Details	The lot on offer comprises an opportunity either to develop the self contained second and third floors of the existing building into up to 16 residential units or to retain as offices. The space is currently circa 625 SQM (6,735 SQ FT) and is configured as partly open plan, partly cellular offices. EPC Exempt- development. Contact Tameside planning authority for further information.
Tenure	The property will be sold on a new 999 year lease, subject to a ground rent (see details in legal pack). The lease permits residential conversion or commercial use and extension of the building subject to any necessary consents.
Viewing	Auction department 0161 443 4370



Brook Cottage, 1a Taunton Platting, Ney Street, Ashton-under-lyne OL7 9NN

Detached three bedroom cottage set aside Medlock Country Park.

Directions	From Ashton under Lyne town centre: Take Oldham Road(A627) for around half a mile then turn left onto Ney Street.
Accommodation	Ground floor: Porch, living room, dining room, dining kitchen, downstairs WC First floor: Three bedrooms, bathroom, separate WC Externally: There is a terraced garden to the rear, driveway and a detached single garage to front/side
Notes	The property requires modernisation and is suitable for extension subject to the relevant permissions.
EPC rating	F
Viewing	Auction department 0161 443 4740



Westwood Apartments, Apartment 103 Cheetham Hill Road, Cheetham Hill, Manchester M8 0WT

One bedroom first floor flat let to long term tenant.

Directions	The flats are located off Cheetham Hill Road close to the main centre heading toward Manchester, corner of Smedley Lane
Accommodation	First floor flat: Hallway, open plan living space and kitchen, bedroom, bathroom.
Notes	Double glazed. Electric boiler and radiators
EPC	On order
Possession	Leased to long term tenant on AST from 31 Jan 2016 at £375 PCM.
Viewing	Viewings will be available strictly by appointment with the auctioneers on 0161 443 4740

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20 Osmond Street, Greenacres, Oldham OL4 3EB

Two bedroom terrace property

Directions Off Greenacres Road, off Bottom O'th Moor A62

Accommodation Ground floor: Lounge, kitchen
First floor: Two bedroom and bathroom
Exterior: Rear yard

Note Gas central heating and double glazed windows
Potential rental income of £450 PCM

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



The Kippax Pub, Grimshaw Lane, Newton Heath, Manchester M40 2AX
Public house with refurbished accommodation over.

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 'The previous use of the property was a Public House with managers living accommodation above. If there are any proposals to change this use, in the first instance, you need to speak with the Local Planning Authority'.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



Palace House, Hall Lane, Lathom, Ormskirk L40 5UW

Three bedroom detached Farmhouse with Annex

Directions	Palace House is located on Hall Lane B5240 between Lathom Park COE Primary School and Taylors Farm shop.
Accommodation	Ground floor: Hallway, Lounge, dining/sitting room, kitchen, utility First floor: Three bedrooms, family bathroom Annex: Living room, second kitchen, mezzanine bedroom and shower room External: Private driveway leading to the double garage and property. Gardens surrounding the property. Separate plot of land to the rear of the property approx 1.6 acres
Note	The main Farmhouse has three bedrooms with an attached annex. Also to the rear of the property there is a separate plot of land approx 1.6 acres. Ideal for Equestrian uses or development subject to the relevant planning.
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



CHRISTIE & CO



333-339 Moston Lane, Moston, Manchester M40 9NL

Investment property let to One Stop Stores with PP to develop upper floors.

Directions	The property is located on Moston lane in the heart of the areas main shopping district.
Details	The premises comprise 336 SQM retail space on ground floor and 211 SQM stores, kitchen and staff area on the first floor. EPC rating C
Tenancy information	Ground floor only £25,000 per annum from 16th September 2014 to 16th September 2029, break clause at 2024, rent review dates 16th September 2019 and 16th September 2024. Let to One Stop Stores Limited: a wholly-owned subsidiary of Tesco PLC.
Planning	107371/FO/2014/N1:Erection of first floor extensions in association with conversion of first floor to 4 no. Apartments together with elevational alterations including new windows and associated works- refer to Local planning department for further advice.
Viewing	Refer to auctioneers: 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



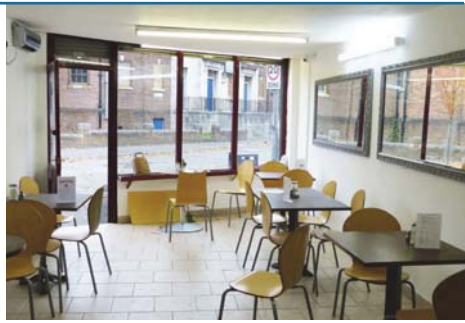
7 Clara Street, Oldham OL9 7DU

Two bedroom end terrace property

Directions	Off Manchester Road A62
Accommodation	Ground floor: Entrance, lounge, kitchen First floor: landing, two bedrooms, bathroom and separate WC Exterior: Garden fronted and rear yard
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
23

GUIDE PRICE: £100,000 - £110,000



110 Barlow Road, Levenshulme, Manchester M19 3EF

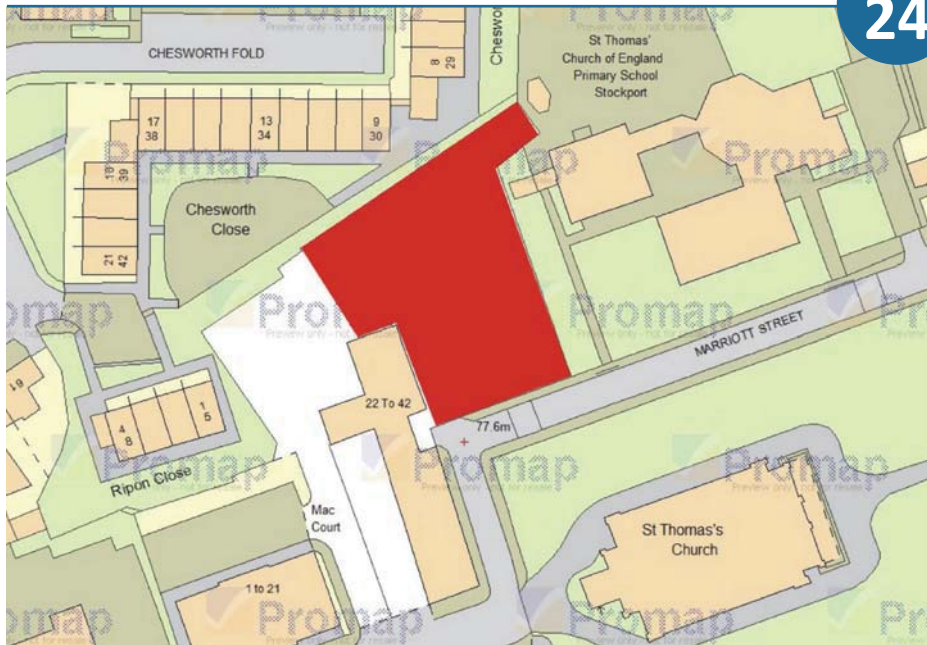
Takeaway premises with A5 consent and two bedroom accommodation.

Directions	Corner of Barlow Road and Cromwell Grove, opposite Levenshulme swimming baths.
Details	Ground floor: Partially fitted former hot food takeaway to the ground floor with seating for circa 20 covers, kitchen and prep area, WC and store, plus a full height basement with access from the rear. First floor: Two rooms, bathroom, plus second floor bedroom.
Notes	EPC rating: E. Rateable value: £5,300. Small business rates relief is likely available. The flat is separately assessed in council tax band A.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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Mac House, St Thomas's Place, Stockport SK1 3TZ

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. THE FREEHOLD INTEREST MAY BE AVAILBLE IF THE SITE IS SOLD PRIOR TO THE AUCTION,
Possession	Vacant on completion
Viewing	Open site



128 Nangreave Road, Stockport SK2 6DG

Three bedroom end quasi semi-detached property

Directions	The property is set back on Nangreave Road B6171 between Windermere Road and Lowndes Lane
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Landing, three bedrooms, bathroom Exterior: Front and rear gardens
Note	Gas central heating and part double glazed windows The vendor of this property is a Director of Edward Mellor Ltd
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



197, 197a, 197b, Mauldeth Road, Burnage, Manchester M19 1AX
Mixed use investment property in two flats and one retail unit.

Directions	Located on Mauldeth Road close to the traffic light junction with Kingsway
Accommodation	Hairdressers premises to the ground floor, circa 14 SQ M (150 sq ft) Flat A- Studio apartment, Flat B- Two bedroom flat, kitchen, bathroom, living room Parking to front
Notes	Flats double glazed and centrally heated
EPC	Shop D, Flat A (D), Flat B (D)
Possession	Tenanted on various leases combined annual income £15,300- refer to legal pack for full lease details.
Viewing	Viewings will be available strictly by appointment with the auctioneers on 0161 443 4740



26 Clayton Street, Clayton, Manchester M11 4HA

End terrace property split into eight flats/studios

Directions	Off North Road, off Ashton New Road A662
Accommodation	The property is split into 8 flats/studios which currently 7 are tenanted and are being sold as an investment The current rental income is £31,435.20 per annum
Note	The property has lawful use certificated for 8 flats 8 week completion available on this lot
EPC rating	Flat 1 - E. Flat 2 - D. Flat 3 - D. Flat 4 - D. Flat 5 - C. Flat 6 - C. Flat 7 - C. Flat 8 - E
Possession	Tenanted - Please refer to legal pack for more information
Viewing	Strictly external viewings only. Please DO NOT disturb the tenants



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

LOT
29

GUIDE PRICE: £58,000+



134 Louisa Street, Openshaw, Manchester M11 1AN

Two bedroom terraced property

Directions	Off Ashton Old Road A635
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Landing, two bedroom, bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	E
Possession	Tenanted - Let on an AST providing £407.92 Tenancy not seen at present Please refer to legal pack for more information
Viewing	Auction Department 0161 443 4740



1 Mabel Road, Failsworth, Manchester M35 9EW

Four bedroom extended semi-detached property

Directions	Off Clifton Street, off Oldham Road A62
Accommodation	Ground floor: Hall, lounge diner, sitting room, conservatory, kitchen, utility room and WC First floor: Landing, four bedrooms and bathroom Exterior: Gardens to front side and rear
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



116 & 118 Hendham Vale, Cheetham Hill, Manchester M9 5TJ

Pair of semi detached properties in eleven flats.

Directions	Off Queens Road turn into Smedley Road bearing right into Hazelbottom Road, bear right into Smedley Lane. At the end, turn right and third left into Westmere Drive, then turn right up the track
Accommodation	118 - renovated to a high standard in six units; five one bedroom apartments having lounge with multi appliance fitted kitchen, and modern bathrooms plus an office/studio in the basement. 116 - partially renovated- will offer eight apartments; six in the building and two in the basement
Note	Separate gas central heating systems and double glazing to all the flats in 118
EPC Ratings	116 is exempt and 118 are on order
Possession	118 - Basement: 12 month AST from 23/10/15 at £400pm. Flat 1: Lifetime assured tenancy at £400pm. Flat 2: 12 month AST from 1/1/16 at £400pm. Flat 3: 12 month AST from 8/10/15 at £400pm. Flat 4: 12 month AST from 18/1/16 at £400pm. Flat 5: 12 month AST from 7/11/15 at £400pm.
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



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



35 Booth Street, Ashton-under-lyne OL6 7LB

Part tenanted retail premises with basement, upper floors vacant.

Directions	Located on Booth Street of Stamford Street central in Ashton town centre
Details	Ground floor; Retail unit fronting main road, separate room to rear. Basement.65 SQM First floor: Two rooms, kitchen and shower room/WC 53 SQM
Notes	EPC rating C. Potential for residential conversion of upper floors subject to permission. The property was previously tenanted as a while for £14,000 per annum inclusive.
Possession	Tenanted on informal arrangements income reported to be £600 per month on ground floor only.
Viewing	Strictly by appointment only 0161 443 4740

GUIDE PRICE: £68,000+

**LOT
34**



40 Hazel Street, Audenshaw, Manchester M34 5WA

Two bedroom terrace property

Directions	Off Stamford Road, off Denton Road A6017
Accommodation	Ground floor: Entrance vestibule, lounge, kitchen First floor: Landing, two bedrooms, bathroom Exterior: Rear yard
Note	Double glazed windows The vendor of this property is a Director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
35

GUIDE PRICE: £90,000+



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. 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.
Viewing	Strictly by appointment only: 0161 443 4740



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

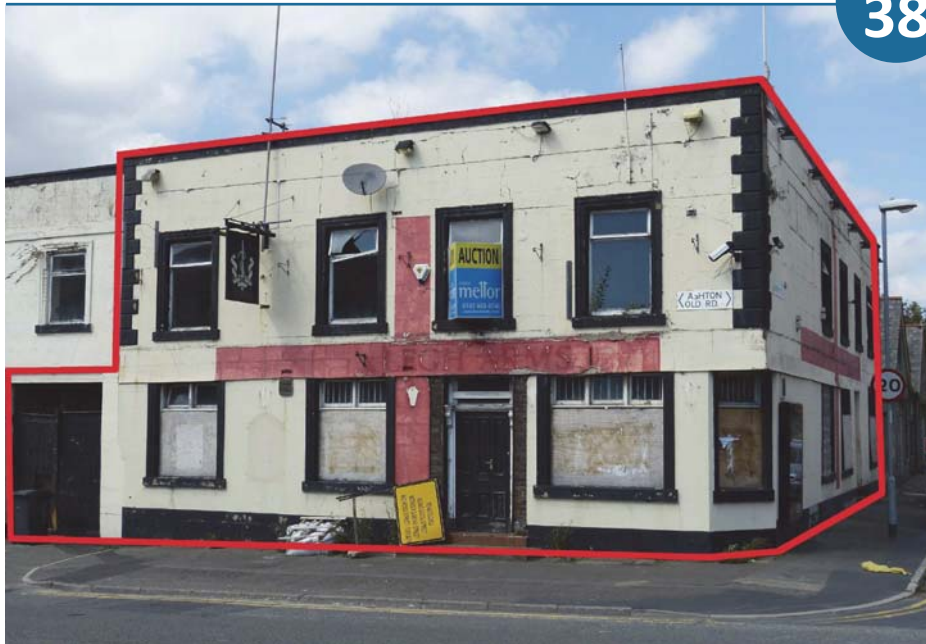
Directions	Kings Road, corner of Ladbrooke Road at traffic lights
Details	Ground floor: Pair of retail units comprising circa 30 SQM of space with partition wall subdividing. Smaller unit has WC to rear in outhouse. Basement. First floor: Open plan living space with kitchen and dining area, two bedrooms, 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



3 Ollier Avenue, Longsight, Manchester M12 5SU

Two bedroom terrace house let on a Regulated Tenancy

Directions	Off Hemmons Road, off Matthews Lane, off Stockport Road A6
Accommodation	Not inspected but reported from Rent Register to comprise: Ground floor: Two rooms, kitchen First floor: Two rooms, bathroom Exterior: Rear yard
Note	Double glazed windows and gas central heating (advised)
EPC Rating	G
Possession	Tenanted - Regulated tenancy at £32.50 per week. Rent Register R30665243
Viewing	Auction Department 0161 443 4740



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

Commercial unit 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



158 Compstall Road, Marple Bridge, Stockport SK6 5HA

Terrace split into one ground floor flat and two studio's to the first floor

Directions	The property is located on Compstall Road B6104 near to the Junction of Glossop Road / Lower Fold A626
Accommodation	Not Inspected: Ground floor: Entrance hall, Lounge, kitchen, bedroom, bathroom First floor: 2 Studio flats.
Note	Full double glazed windows and electric heating
EPC Rating	Ground floor - On order Top floor front - D Top floor rear - D
Possession	Tenanted - Ground floor flat let on an AST from 4 June 2014 at £450 PCM Top floor front flat let on an AST from 21 September 2015 at £325 PCM Top floor rear flat - Tenant is due to vacate on 30 November 2016. Paid £325 PCM
Viewing	Auction Department 0161 443 4740



Whitebank House, 300a Brinnington Road, Brinnington, Stockport SK5 8AD

Former stables/coach house considered suitable for development.

Directions	Located off Brinnington Road opposite Monton Road via secure yard and gates
Details	This building was formerly a coach house affiliated to the owners of the local mills and is located in a residential location on the popular Portwood side of Brinnington. It has been used recently for storage and office use with existing commercial usage. The accommodation is approximately 228 sq m internally (2,450 sq ft) over two floors, the site area is approximately 0.16 Acres (634 sq m). Rateable value 2010 £4,850
Planning	The site is considered suitable for residential conversion or perhaps small scale redevelopment subject to the necessary consents and interested parties are advised to contact the local planning department for information.
EPC rating	G
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



Swan Hotel, 136 Stand Lane, Radcliffe, Manchester M261GS
Former public house with planning for mixed use redevelopment.

Directions	Stand Lane off New Road (A665)
Details	Accommodation over two floors plus basement. Ground floor bar area, two rooms, WCs, beer cellar. First floor 5/6 rooms, bathroom, kitchen. Exterior: Beer garden to side, further external garden areas. EPC: D. Advertising hoarding to right hand side generate income reported to be £225 per quarter- this will be verified in legal pack
Planning	Change of Use of 1st floor to residential (3no. Apartments); Alterations to access at front & side and rear (Ramp, steps and handrails); New parking arrangements; New Shop front. Reference 59287 (Resubmission of 58806)- Please contact Bury Council for further information or queries.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



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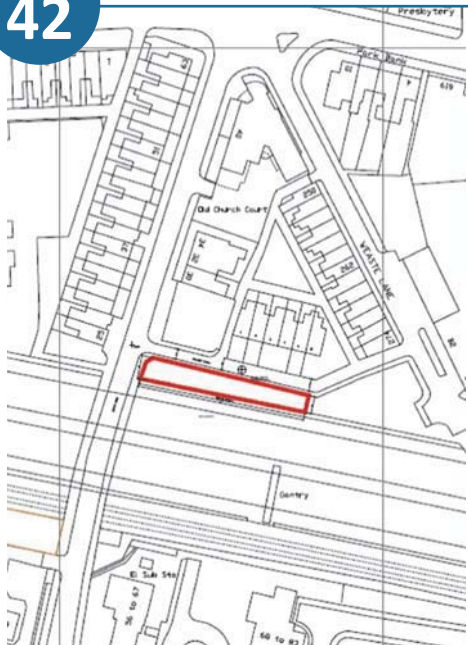
16 Clifford Avenue, Denton, Manchester M34 3FP

Two bedroom semi-detached property

Directions	Off Cross Street, off Turner Street, off Ashton Road A6017
Accommodation	Ground floor: Hall, Lounge, kitchen diner First floor: Landing, two bedrooms, bathroom Exterior: Off road parking for two cars to the front, garage to the side, large garden to the rear
Note	Double glazed windows
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
42

GUIDE PRICE: £7,500 - £10,000



Land At Junction Of, Weaste Lane, And Calvert Street, Salford M5 5JH

Vacant parcel of land suitable for a variety of uses subject to planning.

Directions	Calvert Street close to junction of Weaste lane, around 3 miles from Manchester City Centre, overlooking M602 motorway
Details	The land parcel is rectangular in shape and is circa 330 SQM in size and is considered suitable for alternative uses subject to the relevant planning permissions. Interested parties are advised to consult with the local planning department directly at Salford City Council
Tenure	Freehold
Possession	Vacant on completion
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 Ground floor: Hall, three rooms
First floor: Three rooms
Exterior: Rear yard

Note Double glazed windows

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



37 Wellington Road, Blackpool FY1 6AR

Freehold three storey residential property over three floors 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 E
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



5 Goring Avenue, Gorton, Manchester M18 8WW

Three bedroom Quasi Semi-detached property

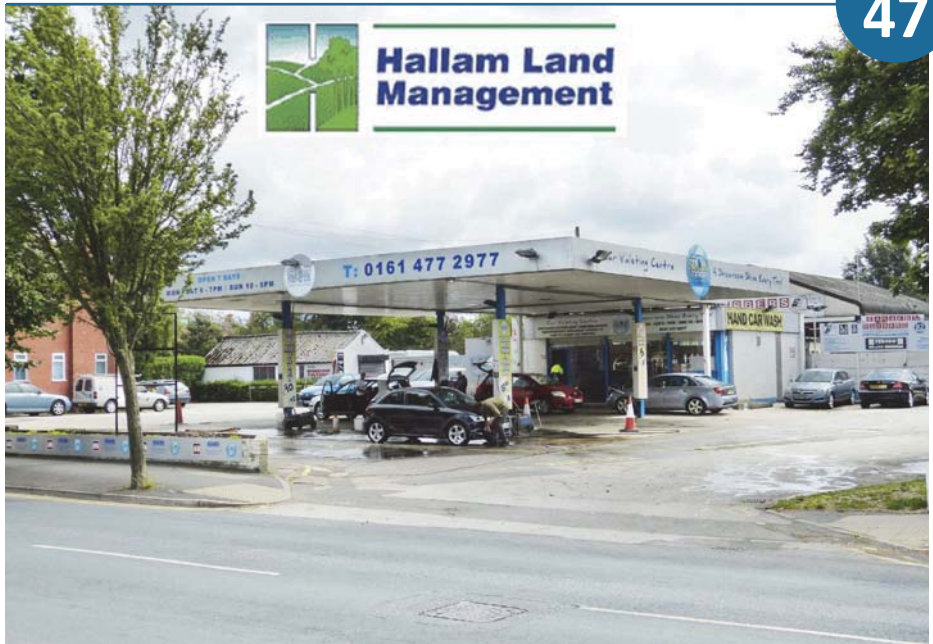
Directions	Off Meadfoot Road, off Chapman Street, off Hyde Road (A57)
Accommodation	Not Inspected: Ground floor: Hall, Lounge, dining room, kitchen First floor: Three bedrooms and bathroom External: Driveway and garden to front and rear garden
Note	Gas central heating and double glazed windows
EPC Rating	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.



3 Hillingdon Road, Whitefield, Manchester M45 7QQ

Two bedroom detached bungalow

Directions	Off Sunningdale Avenue/Old Hall Road, off Ringley Road A667
Accommodation	Ground floor: Porch, hall, lounge diner, kitchen, utility, two bedrooms, four piece bathroom Exterior: Gardens to front and side with attached single garage
Note	Pleasant corner plot situated in one of Whitefield most sought after locations Gas central heating and double glazed windows, excluding bedroom two
EPC Rating	E
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

LOT
48

GUIDE PRICE: £30,000+



80 Baguley Crescent, Middleton, Manchester M24 4GT

One bedroom ground floor flat

Directions	Baguley Crescent is off Heywood Old Road A6045, off Middleton Road A576 off the roundabout at J19 M60
Accommodation	Ground floor: Communal entrance, communal hall and stairway, Flat: Entrance hall, lounge, kitchen, bedroom and bathroom
Note	In need of updating. Suitable for BTL investors.
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



281 Buxton Road, Great Moor, Stockport SK2 7NR

Two storey vacant takeaway on busy main road.

Directions	The property is located on Buxton Road (A6) opposite the Dog and Partridge Public House in a parade of private retail shops.
Details	Ground floor: Counter sales area, kitchen, prep room First floor: Two rooms, WC Exterior: Yard area to rear
Notes	EPC rating F
Possession	Currently tenanted but to be sold with vacant possession
Viewing	Auction department 0161 443 4740

LOT
50

GUIDE PRICE: £32,000+



40 Heywood Court, Middleton, Manchester M24 4RR

One bedroom first floor flat

Directions Off Baguley Crescent, off Heywood Old Road A6045, off Middleton Road A576

Accommodation Ground floor: Secure communal entrance, communal hall and stairway
First floor: Flat entrance, hall, lounge, kitchen, bedroom and bathroom

Note Electric under floor heating and double glazed windows

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



216 Piggott Street, Farnworth, Bolton BL49QJ

Vacant retail premises with flat above and plot may suit development STP.

Directions	Located on the intersection of Piggott Street and Buckley Lane (A5082)
Details	Ground floor: Retail unit 50 sq m (542 sq ft) First floor: Flat with living space, bathroom and bedroom Exterior: Open yard to side
Notes	The property has undergone renovation and may be suitable for extension and development subject to planning permission. We are advised that here has been historic approved planning permission. EPC on order
Possession	Property and yard vacant sold subject to an advertising hoarding right on the gable wall of the building- income and lease details to be verified in the legal pack.
Viewing	Auction department 0161 443 4740



249 Roundthorn Road, Oldham OL4 5LJ

Two bedroom terrace property

Directions	Off Abbey Hills Road B6194
Accommodation	Ground floor: Lounge, kitchen diner First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Tenanted - Let on an AST providing £495 PCM. See legal pack for more information.
Viewing	Auction Department 0161 443 4740



46 Balleratt Street, Levenshulme, Manchester M19 3DF

Three x 3 bedroom terraces requiring finishing prior to building regs approval.

Directions	On the corner of Balleratt Street and Charlton Road
Details	The properties are sold on one title known as 46 Balleratt Street and will be registered as 46, 48, 50 when complete. 48 has been completed internally, 46 and 50 are ready for insulation, electrics and finishing off to include fixtures and fittings. Number 48 comprises hallway, downstairs WC, open plan living space with kitchen, first floor to two bedrooms with en-suite showers, second floor master bedroom with en-suite bathroom.
Notes	Planning reference 104019/FO/2013/N2. Building regs have not been signed off until insulation and soundproofing has been approved and tested.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



21 Maida Street, Longsight, Manchester M12 4QQ

Two bedroom terrace property

Directions Off Matthews Lane, off Stockport Road A6

Accommodation Ground floor: Lounge, kitchen
First floor: Landing, two bedrooms and bathroom
Exterior: Rear yard

Note Gas central heating and double glazed windows

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



141 Heaton Park Road, Crumpsall, Manchester M9 0NZ

Three bedroom quasi semi-detached property

Directions Off Victoria Avenue, off Middleton Road A576

Accommodation Ground floor: Entrance hall, lounge, kitchen diner
First floor: Landing, Three bedrooms, bathroom
Exterior: Front, side and rear gardens

Note Gas central heating and double glazed windows

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

LOT
54

GUIDE PRICE: £49,000+



23 Keverlow 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



106 Chestergate, Macclefield SK11 6DU

Three storey retail premises with basement circa 1,550 sq ft (143 sq m).

Directions	Located on Chestergate on corner of Catherine Street just off the main Town Centre
Details	Ground floor: Open plan trading area with sales and office space, access to rear yard space. First floor: One store room/office, bathroom and WC, further open plan/mezzanine style office space Second floor: Four rooms. Total NIA circa 1,550 sq ft (143 sq m)
Notes	The premises may suit alternative uses and redevelopment of the upper parts subject to the necessary consents. EPC rating E. The completion date on this lot will be 8 weeks from exchange of contracts.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



8 The Tiger, Leyland Lane, Leyland PR25 1XA

Two bedroom first floor apartment

Directions	Situated at the crossroads of Leyland Lane and Golden Hill Lane/Longmeanygate B5256
Accommodation	Ground floor: Secure communal entrance, communal hallway leading to stairs to:- First floor: Entrance, hall with storage cupboards, lounge, dining area, kitchen, two bedroom and bathroom Exterior: Allocated parking
Note	Economy 7 heating and double glazed windows
EPC Rating	B
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £125,000+

LOT
57



WITHDRAWN

202 Burlington Street, Ashton-under-lyne OL7 0AE

Four bedroom town house

Directions	Off Margaret Street, Off Park Parade A635
Accommodation	Ground Floor: Hall, lounge, dining room, kitchen, WC First Floor: Three bedrooms, bathroom Second Floor: Master bedroom with en-suite and balcony Exterior: Driveway to the front and rear garden
Note	Gas central heating and double glazed windows
EPC Rating	B
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

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.



20 Fold Street, Moston, Manchester M40 9LJ

Two bedroom terrace property

Directions	Off Moston Lane, off Rochdale Road A664
Accommodation	Ground floor: Entrance, lounge, dining room, kitchen First floor: Landing, two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



532 Nelstrop Road, Reddish, Manchester M19 3JL

Two bedroom semi-detached property

Directions	Off Longford Road West, off Gorton Road B6167
Accommodation	Not Inspected: Ground floor: Entrance hall, lounge, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Front and rear gardens
Note	Gas central heating and partially double glazed windows
EPC Rating	E
Possession	Tenanted - Let on a 12 month AST from 16 October 2015 providing £550 PCM
Viewing	External only. Please DO NOT disturb the tenant

LOT
60

GUIDE PRICE: £28,000+



SOLD

92 Baguley Crescent, Middleton, Manchester M24 4GU

One bedroom first floor flat

Directions	Baguley Crescent is off Heywood Old Road A6045, off Middleton Road A576 off the roundabout at J19 M60
Accommodation	Ground floor: communal entrance First floor: Entrance, hall, lounge, kitchen, bedroom, bathroom
Note	Economy 7 heating and double glazed windows
EPC Rating	On order
Possession	Tenanted - Let on a six month AST from 1st Jan 2012
Viewing	Auction Department 0161 443 4740



232 Lower Broughton Road, Salford M7 2JS

Tenanted hot food outlet with self-contained four bedroom let over.

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	External viewings only

LOT
62

GUIDE PRICE: £99,500+



Flat 8 Norvic House, 7 Hilton Street, Northern Quarter, Manchester M4 1LP
One bedroom top floor duplex apartment

Directions	Norvic House, Hilton Street is at the heart of the Northern Quarter off Newton Street, off Great Ancoats Street A665
Accommodation	Ground floor: Communal entrance, access to stairway and lift Top floor: Entrance, open plan living area with storage cupboard, mezzanine bedroom with storage cupboard/wardrobe, bathroom. Balcony
Note	Electric wall heater and fully double glazed windows Potential rental income of £850 PCM
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



4 Byron Avenue, Hindley, Wigan WN2 3HF

Two bedroom Quasi semi-detached property

Directions Off Gilbert Street, off Regent Street, off Liverpool Road A58

Accommodation Ground floor: Hall/stairway, lounge, kitchen
First floor: Landing, two bedrooms, bathroom
Exterior: Front and rear gardens

Note Double glazed windows. There is mains gas but no central heating.

EPC Rating On order

Possession Vacant on completion

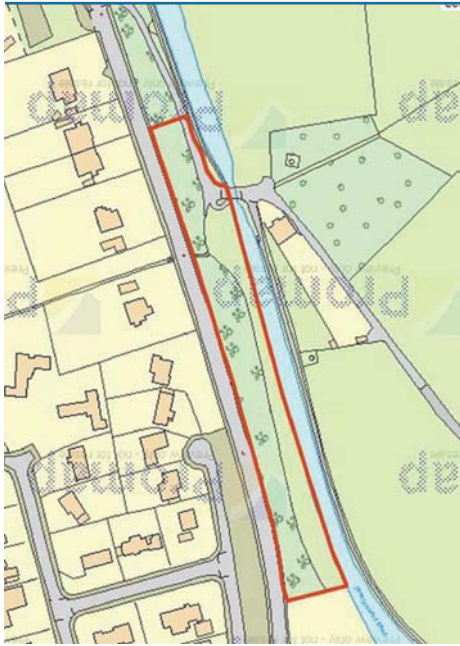
Viewing Auction Department 0161 443 4740



18 Lingard Street, Stockport SK5 6AB

Two bedroom terrace property

Directions	Off Gorton Road B6167
Accommodation	Ground floor: Entrance vestibule, two reception room, kitchen First floor: Landing, two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows The vendor of this property is a Director of Edward Mellor Ltd
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Land Fronting, Strines Road, Marple, Stockport SK6 7BQ
Parcel of land fronting Strines Road and adjacent to Peak Forest Canal.

Directions	The land is located off Strines Road and alongside the Peak Forest Canal along Brickbridge Road
Details	The land is approximately 4,921 SQM (1.21 Acres) in size and has trees flanking the boundary to Strines Road and grassland/path to the canal side
Notes	The land has no planning uses currently and all interested parties are advised to make their own enquiries directly to Stockport Council Planning Department. The land plan is for purpose of identification only; please refer to the legal pack for the true boundary plan. The property is offered with no reserve and will not be sold before auction. The buyer will be responsible for the vendors legal and auctioneers costs.
Tenure	Advised Freehold
Viewing	Open site, please take care along the main road and the canalside.

CONGRATULATIONS TO ANDY THOMPSON
WINNER OF THE

RISING STAR OF THE YEAR

Rising Star of the Year

GOLD: Andrew Thompson from Edward Mellor Auction

The judges said: "An enthusiastic young man who has already had a great impact on the auction market, making it accessible to sellers, home-buyers and investors."

The Silver Award was presented to Michael O'Dwyer of Fraser Reeves and the Bronze Award was presented to Max Illingworth of Allen and Harris.



"I had a great night in London on Tuesday and am really proud to have received this prestigious award. I am passionate about the evolution of Property Auctions and how they can go on to become a genuine platform for not just investors but also regular home-buyers too. I have worked hard throughout 2016 to deliver this message and to help as many clients as possible along the way, and I'm delighted that my efforts have been recognised with this award.

The ceremony was a great opportunity to catch up with some old friends from the industry and to meet many new ones too. Winning the Rising Star Award was the icing on the cake and I am looking forward to building from this in 2017".

Andy Thompson

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 dis-applied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if WE agree.

A.2 OUR ROLE

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

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

(b) offer each LOT for sale;

(c) sell each LOT;

(d) receive and hold deposits;

(e) sign each SALE MEMORANDUM;

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

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

A.4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

Common auction conditions

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the auction and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information or a copy of a document provided by others WE do so only on the basis that WE are not responsible for the accuracy of that information or document.

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

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

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

G7 NOTICE TO COMPLETE

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

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

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

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

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

G9.5 The BUYER must:

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

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

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

G10 INTEREST AND 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 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.

