

EDWARD
mellor
AUCTION



WEDNESDAY 26 APRIL 2017

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



0161 443 4740
EDWARDMELLOR.CO.UK



When & where?

AUCTION

CLOSING DATE

1 st February	11 th January
15 th March	22 nd February
26th April	5th April
14 th June	24 th May
26 th July	5 th June
13 th September	23 rd August
25 th October	4 th October
6 th December	15 th November

THE AUCTION ROOM

AJ BELL STADIUM

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

☎ 0844 844 8400



DIRECTIONS



BY CAR

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



BY BUS

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



BY TRAIN

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



BY TRAM

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

USING SAT NAV?

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



M30 7LJ



Nick Green
Auctioneer

A Warm welcome from Edward Mellor

With another fantastic auction under our belt, April promises to provide even more with a range of fantastic lots going under the hammer. As we move further into the year, remember, we're always thinking about our next auction on the 14th June with the deadline for lots on the 24th May. If you'd like to talk further with us regarding selling at auction we have many experts available, on the day, to help you with any questions you may have. You can also refer to this catalogue for advice on buying, bridging finance, and all the rules on how to auction process works. Best of luck and have a fantastic day!

EDWARD
mellor

Meet the Team

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 can get our best man (or woman) to help you out!

0161 443 4740

edwardmellor.co.uk

EDWARD mellor

THE TEAM

Here to Help!

NICK GREEN



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.

LOUISE McDONALD



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

ANDY THOMPSON



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.

SCOTT GRAYSON



Having been involved with Edward Mellor Auction for many years now, I am very excited to be leading the auction team into 2017. We hope everyone has a great day at the auction!



LYNETTE CLAYTON



MARK LAWSON



SOPHIE SIMCOX



SUE MSHET



JOANN BULL



LUCY DAVIES

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

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!”

Andy

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!

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.

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



Order of sale

LOT	AREA	ADDRESS	DESCRIPTION
1	Heaviley	30 Dundonald Street	Two bedroom end terrace property.
2	Openshaw	37 Wetherby Street	Two bedroom terrace property.
3	Stockport	68 Union Street	Two bedroom terrace property.
4	Moss Side	43 Cadogan Street	Two bedroom terrace property.
5	Moston	18 Railton Terrace	Three bedroom end terrace property.
6	Gorton	14 Acheson Street	Three bedroom terrace property.
7	Moston	17 Brocklehurst Street	Two bedroom terrace property.
8	Denton	25 Northstead Avenue	Two bedroom semi detached property.
9	Farnworth	105 Greenfold Avenue	Three bedroom semi-detached property.
10	Failsworth	17 Bethel Avenue	Two bedroom end terrace.
11	Blackley	112 Boothroyden Road	Three bedroom semi detached property.
12	Moss Side	133 Beresford Street	Two bedroom terrace property.
13	Longsight	350-352 Plymouth Grove	Pair of semi-detached properties in 7 self-contained flats.
14	Moss Side	147 Cowesby Street	Two bedroom terrace property.
15	Oldham	6 Waterloo Street	Commercial investment property in town centre location.
16	Dukinfield	24 Hill Street	Two bedroom terrace property.
17	Salford	12 Milnthorpe Street	Two bedroom terrace property.
18	Dukinfield	127 King Street	Freehold terrace property in three flats.
19	Rochdale	Former Rochdale Observer	14,400 sq ft former print works with planning for 28 residential units.
20	Rusholme	214 Maine Road	Two bedroom terrace property.
21	Eccles	Diamond XX, 212 Liverpool Road	Tenanted public house in established location.
22	Blackley	40 Grange Drive	Three bedroom quasi semi-detached property.
23	Salford	1 Avebury Close	Five bedroom property with HMO potential.
24	Pwllheli	St Buan Church, Boduan	Grade II listed Church considered suitable for variety of uses STP.
25	Warrington	Flat 8, Gilbert Wakefield Lodge	Second floor studio apartment within a Georgian Town House.
26	Burnley	274 Cog Lane	Three bedroom terrace property.
27	Ashton-under-Lyne	35 Booth Street	Well-presented retail premises with basement and upper floors.
28	Wigan	15 Cecil Street	Two bedroom terrace property.
29	Burnley	8 Scarlett Street	Three bedroom terrace property.
30	Clifton	7 Lumns Lane	Two bedroom semi-detached bungalow with kennels & garages.
30A	Stockport	The Full Shilling, 11 Tiviot Dale	Vacant public house with accommodation, parking and garden in town centre.
31	Prestwich	24 Holyrood Road	Three bedroom semi detached property.
32	Burnage	56 Westdale Gardens	Three bedroom semi detached property.
33	Moss Side	44 Crondall Street	Two bedroom terrace property.
34	Crumpsall	Former Holland Hall Site	0.76 Acre of land with PP for seven detached residential dwellings.
34A	Manchester	6 Hengist Street, Gorton	Three bedroom end terrace property
35	Ashton-under-Lyne	21 Booth Street	Well presented retail/office premises in town centre location.
36	Heaton Chapel	303-305 Wellington Road North	Pair of Victorian semi-detached properties in 10 self-contained flats.

LOT	AREA	ADDRESS	DESCRIPTION
37	Hyde	29-31 Clarendon Place	Mixed use property with planning for 4 self-contained apartments.
38	Victoria Park	63b Longford Place	One bedroom ground floor apartment.
39	Shaw	49-51 Market Street	Off-licence and wine specialist store in busy town centre location.
40	Rochdale	414 Whitworth Road	Two bedroom terrace property.
40A	Manchester	96 Yew Tree Road, Fallowfield	Two bedroom ground floor flat
41	Burnley	39 Coal Clough Lane	Two bedroom terrace property.
42	Heaviley	133a Buxton Road	Retail premises on busy A6 with self contained accommodation and large yard.
43	Blackrod	5 Nightingale Road	Three bedroom semi-detached property with Planning Permission.
44	Edgeley	Former RBS Building	Former bank premises with PP applied for three flats and change of use.
45	Moston	31 Blandford Drive	Three bedroom terrace property.
46	St Helens	91 Mill Lane	Three bedroom semi detached property.
47	Failsforth	58 Old Road	Two bedroom terrace property with study/office.
48	Bacup	Greens Moor Cottage	Grade II listed barn with permission to develop into two dwellings.
49	Chorley	The Former Coach House	Three one bedroom self contained flats.
50	Moston	30 Cicero Street	Two bedroom terrace property.
51	Newton Heath	29 Bardsley Street	Two bedroom terrace property.
52	Middleton	290 Grimshaw Lane	Mixed use property with potential for further income on upper floors.
53	Monton	77 Parrin Lane	Three bedroom semi-detached property.
54	Gorton	122 Buckley Road	Two bedroom terrace property.
55	Hyde	18 Peel Street	Two bedroom terrace property.
56	Darwen	Dove Cottage Mill	5,500 sq ft office and warehouse suitable for development STP.
57	Preston	2, 3 & 3a Stanley Street	Large mixed used property with 7 flats (2 HMO) and vacant takeaway.
58	Gorton	133 Levenshulme Road	Vacant takeaway with substantial two bedroom accommodation over.
59	Gorton	23 Haworth Road	Two bedroom terrace property.
60	Blackpool	37 Wellington Road	7/8 Bedroom residential property over three floors plus basements.
61	Stockport	77 & 77a Shaw Heath	Multi-let investment property comprising 5 studios and one 1 bedroom flat.
62	Whalley Range	13 Regent Court	One bedroom top floor apartment with garage.
63	Blackpool	56 Osborne Road	Former guest house with PP to convert into two maisonettes.
64	Stockport	Apartment 61, Wellington Mill	Sixth floor studio apartment.
65	Droylsden	56 Old Farm Crescent	Three bedroom end terrace property.
66	Longsight	8 Whiley Street	Two bedroom terrace.
67	Manchester	Land to side of 929 Oldham Road	Parcel of land circa 204 SQM (2,195 SQFT) with lapsed planning.
68	Crumpsall	43 Givendale Drive	Ground floor studio apartment.
69	Middleton	8 Cowper Street	Two bedroom end terrace property.
70	Oldham	19 Brook Lane	Three bedroom end terrace property.
71	Wigan	10 Templeton Road	Car sales/repairs and forecourt on 0.75 Acre site.
72	Cheetham Hill	1 Clibran Street	Two bedroom end terrace property.
73	Bollington	54 Princess Street	Two bedroom cottage.

LOT
1

GUIDE PRICE: £90,000+



30 Dundonald Street, Heaviley, Stockport SK2 6PA

Two bedroom end terrace property.

Directions	Directly off Buxton Road (A6)
Accommodation	Basement: Two cellar chambers which could be converted to provide additional living space as has been done on neighbouring houses Ground floor: Lounge, dining room, kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Rear garden with gravelled patio area and lawn
Note	Gas central heating and double glazing. Laminate flooring. Cul-de-sac location
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



37 Wetherby Street, Openshaw, Manchester M11 1NU

Two bedroom terrace property.

Directions	Off Vine Street, off Ashton Old Road (A635)
Accommodation	Ground floor: Entrance hall, lounge with arch to dining room, kitchen, utility area First floor: Two double bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Located close to a popular pre-school nursery
EPC Rating	E
Possession	Tenanted - let on a twelve month AST from 1/6/16 at £525 per month. The tenant has expressed a desire to remain in-situ
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

LOT
3

GUIDE PRICE: £85,000+



68 Union Street, Stockport SK1 3NP

Two bedroom terrace property

Directions	Off Wellington Road South A6
Accommodation	Ground floor: Hall, Lounge, dining room, kitchen First floor: Landing, two double bedroom and bathroom Cellar: One chamber suitable for storage Exterior: Garden fronted and garden to rear
Note	Gas central heating and double glazed windows Suited to cash buyers
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



43 Cadogan Street, Moss Side, Manchester M14 4NE

Two bedroom terrace property.

Directions Off Broadfield Road, off Moss Lane East (B5219), off Princess Road (A5103)

Accommodation Ground floor: Entrance hall, lounge, dining room, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Conveniently located for Manchester Royal Infirmary, the University complexes, Rusholme and the City Centre making it ideal for landlords

EPC Rating F

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



18 Railton Terrace, Moston, Manchester M9 4WE

Three bedroom end terrace property

Directions	Off Ashley Road, off Moston Lane, off Rochdale Road A664
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Three bedrooms and bathroom Exterior: Rear garden
Note	Gas central heating and double glazed windows Potential rental income of £600 plus for 3 bedroom properties in the area.
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



14 Acheson Street, Gorton, Manchester M18 8LQ

Three bedroom terrace property.

Directions	Off Turner Street, off Wellington Street, off Hyde Road (A57)
Accommodation	Ground floor: Open plan lounge/dining room, kitchen, bathroom First floor: Three bedrooms Exterior: Rear yard
Note	Gas central heating and majority double glazing
EPC Rating	D
Possession	Tenanted - twelve month AST from 25/08/2016 at £500 per month. The tenant has expressed a desire to remain in-situ
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



17 Brocklehurst Street, Moston, Manchester M9 4WQ

Two bedroom terrace property

Directions Off Lily Lane, off Ashley Lane, off Moston Lane, off Rochdale Road A664

Accommodation Ground floor: Entrance hall, lounge, dining room, kitchen
First floor: Landing, two bedrooms, bathroom
Exterior: Rear yard

Note Gas central heating and double glazed windows
Previously been rented at £480 PCM

EPC Rating C

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



25 Northstead Avenue, Denton, Manchester M34 7RT

Two bedroom semi detached property.

Directions	Off Mill Lane between Manchester Road (A57) and Two Trees Lane
Accommodation	Ground floor: Lounge, dining/kitchen First floor: Two bedrooms, bathroom Exterior: Gardens to front and rear
Note	Gas central heating. The vendor of this property is a director of Edward Mellor Ltd. Pleasant cul-de-sac location overlooking woodlands and the River Tame to the rear
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



105 Greenfold Avenue, Farnworth, Bolton BL4 9PX

Three bedroom semi-detached property

Directions	Off Fairfield Road, off Barton Road, off Piggott Street, off Buckley Lane A5082
Accommodation	Ground floor: Entrance hall/stairway, Lounge, kitchen diner First floor: Landing, three bedrooms, bathroom Exterior: Front and rear gardens with detached garage to rear
Note	Gas central heating and double glazed windows After refurbishment the rental income would be approximately £550 - £600 PCM
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



17 Bethel Avenue, Failsworth, Manchester M35 0AG

Two bedroom end terrace

Directions	Off Field Street, off Oldham Road A62
Accommodation	Ground floor: Entrance hall/stairway, lounge, kitchen diner First floor: Landing, two bedrooms and bathroom Exterior: Garden to the front and large garden garden to the side and rear.
Note	Gas central heating and double glazed windows Ideal for extending or development subject to the relevant planning permission
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Our network of eleven high street Edward Mellor branches work together to find the right buyer for your Property. Call your number 1 local estate agent today and discover how you can achieve your property goals.

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HAZEL GROVE • LEVENSHULME • MARPLE • STALYBRIDGE
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Branches

Auction



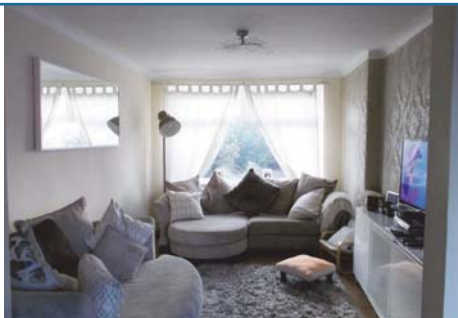
All your financial and property
needs under one roof

If you have previously instructed another Estate Agent to sell your property their terms and conditions should be considered to avoid the possible liability of paying two commissions.



LOT
11

GUIDE PRICE: £90,000+



112 Boothroyden Road, Blackley, Manchester M9 0SH

Three bedroom semi detached property.

Directions	From Victoria Avenue (A6104) turn into Boothroyden Road, continue past North Ridge High School and down the unadopted track where the house can be found on the right hand side
Accommodation	Ground floor: Hall, dining room which leads into the lounge, kitchen with built in oven, hob and extractor First floor: Three bedrooms, bathroom Exterior: Rear garden which is not overlooked. Long driveway providing off road parking for several vehicles
Note	Gas central heating and double glazing. Pleasant and sought after semi-rural location
EPC Rating	D
Possession	Tenanted - six month AST from 10/6/14 at £550 pcm now periodic
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



133 Beresford Street, Moss Side, Manchester M14 4RY
Two bedroom terrace property.

Directions	Directly off Claremont Road at the Princess Road end
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Electric heating and double glazing
EPC Rating	F
Possession	Tenanted - three year AST from 31/8/15 at £119.98 per week
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740.



350–352 Plymouth Grove, Longsight, Manchester M13 0LX

Pair of semi-detached properties in 7 self-contained flats.

Directions	Located on Plymouth Grove off Stockport Road (A6) on corner of Daisy Avenue
350 Plymouth Grove	Ground floor: Flat 4 & 5- Two x one bedroom flats with living room, kitchen, bathroom First floor: Flat 2 & 3- Two one bedroom flats with living room, kitchen, bathroom Second floor: One bedroom flat with living room, kitchen, shower room Basement: Two cellar chambers
352 Plymouth Grove	Ground floor: Flat 2- One bedroom flat with living room, kitchen, bathroom First floor: Flat 1- Two bedroom flat with living room, kitchen, bathroom
Notes	Double-glazed, individually centrally heated. Improvements required. EPC ratings (350) 1:D, 2:D 3:D, 4: D, 5:D. (352)1: E, 2:D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



147 Cowesby Street, Moss Side, Manchester M14 4UN

Two bedroom terrace property.

Directions	Directly off Claremont Road at the Princess Road end
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Electric heating and double glazing
EPC Rating	D
Possession	Tenanted - two year AST from 22/216 at £119.98 per week
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

LOT
15

GUIDE PRICE: £48,000



6 Waterloo Street, Oldham OL1 1SQ

Commercial investment property in town centre location.

Directions	Located off Yorkshire Street in the main Town Centre
Details	Ground Floor (front sales, centre office area and rear storeroom) 49.8 m sq (536 sq ft). First Floor (kitchen/diner, front office/lounge and bathroom) 46.3 m sq (498 sq ft) Loft room 11.5 m sq (124 sq ft). Basement/store 11.9 m sq (128 sq ft). Total Net Internal Area 123.2 m sq (1,326 sq ft)
Notes	The property is deceptively spacious and has been extended to the rear. The property has previously been used as office premises but is considered suitable to form ground floor self contained/retail unit and first floor living accommodation, subject to the necessary consents being obtained. EPC E
Possession	Tenanted on 3 year lease at £6,000 per year equating to a return of 12.5% on published guide price.
Viewing	Auction department 0161 443 4747

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0161 443 4740



24 Hill Street, Dukinfield SK16 4JS

Two bedroom terrace property

Directions	Off Astley Street B6169, off King Street A627
Accommodation	Ground floor: Lounge, kitchen First floor: Landing, two bedroom and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	E
Possession	Now tenanted at £495 PCM on a Licence Agreement (for temporary accommodation) The property can be bought tenanted or with vacant possession
Viewing	Auction Department 0161 443 4740



12 Milnthorpe Street, Salford M6 6DT

Two bedroom terrace property.

Directions	Off Littleton Road, off the Cromwell Road roundabout on A576
Accommodation	Not inspected but reported to comprise: Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Being sold on behalf of the LPA Receivers. Partial double glazing.
EPC Rating	F
Possession	Tenanted - let on a AST from February 2013 now periodic at £525pcm although the Receivers advise that £447 is being collected every four weeks
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed



127 King Street, Dukinfield SK16 4JZ

Freehold terrace property in three flats.

Directions	On main A627 between Astley Street and Lime Street
Accommodation	Interior: Two x two bedroom flats and one x one bedroom flat over three floors all with separate meters. Exterior: Gated rear with parking within freehold area
Note	Electric heating and double glazing. Newly refurbished to a very high standard. Fitted appliances. Comprehensive fitted wardrobes. Video entry phone system. Sky Q ready - dish installed. Some plugs having a USB port. One mile from Ashton Metrolink providing access to both the city centre and Etihad/Sports City. Asda supermarket and local shops are nearby. We estimate that the property could produce in the region of £19,000 to £20,000 per annum giving it a yield of approximately 10%.
EPC Ratings	On order following the renovations
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Former Rochdale Observer Print House, 82-84 Drake Street, Rochdale OL16 1PQ
14,400 sq ft former print works with planning for 28 residential units.

Directions	Drake Street (B6223) off Manchester Road (A58)
Details	The property is a three storey building being the former print hall for the Rochdale Observer. There is a large open space with mezzanine level and office space to the first and second floors.
Planning	Planning was passed Ref: 16/00456/PRA56 for change of use prior to approval from office building to 28 apartments. The property is also considered suitable for other commercial residential conversion at first and second floors, subject to approval. Interested parties are advised to consult with the local planning department directly.
EPC rating	E
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



214 Maine Road, Rusholme, Manchester M14 7WQ

Two bedroom terrace property.

Directions	Off Claremont Road which runs between Princess Road (A5103) and Wilmslow Road (A6010)
Accommodation	Not inspected: Ground floor: Lounge/dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Double glazing
EPC Rating	On order
Possession	Tenanted - we are informed that the tenant has been in situ since 1/12/97 but our clients do not have a copy of the original agreement. We do however have a copy of the rent statement showing an income of £100 per week
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740.



Diamond XX, 212 Liverpool Road, Patricroft, Eccles, Manchester M30 0PF
Public house in established position in predominantly residential location.

Directions	Located on Liverpool Road (A57) close to Renshaw Street
Details	Not inspected but reported to be: bar and seating area, kitchen, associated WCs. First floor: Managers accommodation with living room, kitchen, two bedrooms, bathroom.
Notes	EPC on order. VAT is payable on the purchase price at the prevalent rate as this is a transfer of ongoing concern. If it is the intention of the buyer to convert to residential then there is an option to disapply the VAT: refer to HMRC for further information.
Possession	Tenanted: refer to legal pack for further information. Holding over at £12,000 per annum
Planning	There may be potential for conversion of whole or parts or change of use. Interested parties are advised to consult with the local planning department directly
Viewing	Auction department 0161 443 4740

GUIDE PRICE: £70,000 +

**LOT
22**



40 Grange Drive, Blackley, Manchester M9 7AL

Three bedroom quasi semi-detached property

Directions Off Grange Park Drive, off Rochdale Road A664

Accommodation Ground floor: Entrance hallway, lounge, kitchen
First floor: Landing, three bedrooms and bathroom
Exterior: Front and rear gardens

Note Gas central heating and double glazed windows

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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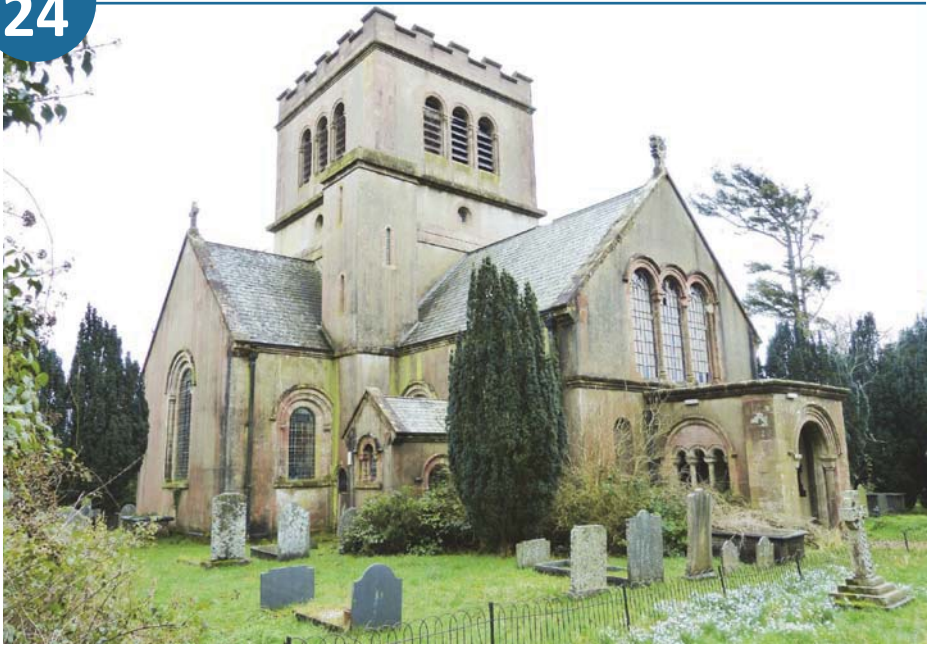
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1 Avebury Close, Salford M7 4RZ

Five/six bedroom potential HMO.

Directions	Off Highclere Avenue, off Dudley Street, off Waterloo Road, off Cheetham Hill Road (A665)
Accommodation	Ground floor: Hall, small bedroom/study, re-fitted kitchen with built in appliances, lounge/dining room with french doors. Access via the first floor down to a bed-sitting room with re-fitted kitchen, power shower room and separate access from the rear First floor: Four bedrooms, shower room, separate WC Exterior: Driveway, gardens to the front and rear, the rear being a substantial size
Note	Gas central heating and double glazing. The layout offers versatile accommodation which would easily comply with an HMO.
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



St Buan Church, Boduan, Pwllheli LL53 6DT

Grade II listed Church considered suitable for variety of uses STP.

Directions	Situated on the NW side of the A497 road, some 3.5 m NW of Pwllheli, there is a landmark "AA" Box located nearby the front gates.
Details	This property is the Former Buan parish church, now deconsecrated. A church is mentioned here from the fourteenth century. The present building was originally built in the late eighteenth century. In 1809-11 it was said to be newly built but decayed and reportedly made into its present neo-Norman "cruciform" style in 1891-4. The church consists of a nave and chancel, with north and south transepts and a large tower above the central crossing, the ceiling height is around 33 ft. The walls are stuccoed with red sandstone dressings. EPC exempt.
Grade II listing	Included as an impressive example of neo-Romanesque work, an unusual architectural style and with a fine interior.
Location	The site is located around 2 miles From Nefyn, 6 miles from Abersoch and 3.5 miles from Pwllheli
Planning	The building has in its past aside from being a church been used for music teaching and craft events. The building is considered suitable for conversion to use as holiday lets, subject to planning permission and guidance with National Heritage.



Building Specifications

Nave, big square crossing tower and short transepts and chancel. Gabled slate roofs with sandstone copings and cross finials. Openings are all round headed, moulded with attached shafts and cushion capitals. Leaded lights. Two-bay nave, single bay transepts and chancel, the windows recessed with roll-moulded arches, hoodmoulds and inset shafts, larger end-gable windows, and nave west side has triple arched window over big flat-roofed corniced porch. This has similar mouldings to the west entry and broad side arches over triple-arches with column shafts. Centre broad tower has triple arched louvred belfry windows with similar attached shafting, but without hoodmoulds. Flush ashlar angle strips, moulded cornice and sandstone battlements. Another moulded heavier cornice below bell-stage with roundel below and heavy double band around at ridge level of roofs. NW projecting stair-turret, flat capped below bell-stage with slim arched stair lights. Door on north side. Small gabled vestry on north side of nave, in second bay, with coped gable, arched west side door and small arched north and east windows.

Viewing

Auction department 0161 443 4740

LOT
25

GUIDE PRICE: £35,000+



Flat 8, Gilbert Wakefield Lodge, 63 Bewsey Street, Warrington WA2 7JQ
Second floor studio apartment within a Georgian Town House

Directions	Off Froghall Lane B5210, off Midland Way A57
Accommodation	Ground floor: Communal entrance, hall and stairway Second floor: Entrance, living room, kitchen and shower room
Note	Central heating and double glazed windows Located within walking distance to Warrington's Golden Square shopping centre, Warrington Central train station and bus station The property has generated £4,800 p/a since 2011 when tenanted The service charge includes the hot water and heating
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



274 Cog Lane, Burnley BB11 5JU

Three bedroom terrace property

Directions	Off Accrington Road A679
Accommodation	Ground floor: Hall, lounge kitchen First floor: Landing, three bedrooms and bathroom Exterior: Garden fronted and rear yard
Note	Gas central heating and double glazed windows Potential rental income of £450 PCM
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
27

GUIDE PRICE: £55,000



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

Retail premises with basement, two self contained offices and upper floors.

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 whole for £14,000 per annum inclusive.
Possession	Tenanted on informal arrangements income reported to be £600 per month inclusive on ground floor only. Notices have been served and property will be sold vacant.
Viewing	Strictly by appointment only 0161 443 4740



15 Cecil Street, Spring View, Ince, Wigan WN3 4TS
Two bedroom terrace property.

Directions	Direct off Warrington Road (A573)
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Ideally located for public transport into Wigan Town Centre. Although needing work, assuming this might cost around £10,000, it still offers a potential yield of 10% with similar houses being rented in the region of £425 per month
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



8 Scarlett Street, Burnley BB11 4LQ

Three bedroom terrace property

Directions	Off Coal Clough Lane B6239
Accommodation	Ground floor: Lounge, kitchen First floor: Landing, three bedrooms and 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



7 Lumns Lane, Clifton, Swinton, Manchester M27 8LN

Two bedroom semi-detached bungalow with kennels & garages

Directions	The property is located at the top of Lumns Lane just off Rake Lane leading to Queensway, off Bolton Road A666
Accommodation	Ground floor: Entrance, hallway, lounge diner, kitchen, utility, bedroom one and shower room First floor: Landing, bedroom two with en-suite (bath and hand basin only) Exterior: Landscaped gardens to rear with 8 kennels, 2 puppy houses, 3 garages and parking for upto 6-8 vehicles Large decking area to front and side over looking greenbelt land
Note	Thermostatic electric radiators and double glazed windows Ideal property for development subject to the relevant PP or as a potential workspace We have been made aware there is a boundary dispute with a neighbour regarding one part of fencing (not registered with the Land Registry)
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
30A

GUIDE PRICE: £140,000



The Full Shilling, 11 Tiviot Dale, Stockport SK1 1TA

Vacant public house with accommodation, parking and garden in town centre.

Directions Located in Stockport Centre in very close proximity to the Rock Development

Details Ground floor: Entrance, well appointed bar area, WCs, kitchen.
First floor: Living room, kitchen, two bedrooms, bathroom
Basement: full length cellars.
Exterior: Beer garden and parking

Notes The sale is subject to VAT at the agreed selling price. Fixtures and fittings not included. EPC: D.

Possession Vacant on completion

Viewing Auction department 0161 443 4740



24 Holyrood Road, Prestwich, Manchester M25 1PD

Three bedroom semi detached property.

Directions	Directly off Bury Old Road (A665)
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. In need of a full refurbishment programme
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



56 Westdale Gardens, Burnage, Manchester M19 1JD

Three bedroom semi detached property

Directions	Off Shawbrook Road, off Errwood Road
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Pleasant open aspect overlooking Heaton Moor Golf Club. Cul-de-sac location
EPC Rating	D
Possession	Tenanted - let on a six month AST from 3/11/14 at £650pcm now periodic
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



44 Crondall Street, Moss Side, Manchester M14 4UA

Two bedroom terrace property.

Directions	Directly off Claremont Road at the Princess Road end
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Electric heating and partial double glazing
EPC Rating	E
Possession	Tenanted - twelve month AST from 26/8/13 at £110 per week now periodic
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



Former Holland Hall Site, Wilton Road, Crumpsall, Manchester M8 4NG

0.76 Acre of land with PP for seven detached residential dwellings.

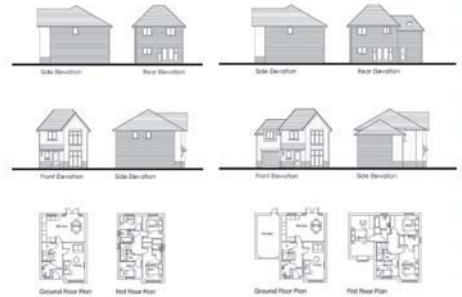
Directions	The site is located on Wilton Road close to Middleton Road (A576)
Details	The site is circa 0.76 Acres (0.3 H) and the permission granted is to build seven detached dwelling houses. Local agents have advised that the finished houses could achieve an anticipated gross development value of £2,450,000, therefore an average value per dwelling of £350,000
Planning	Reference: 108778/FO/2015/N1, erection of 7 x two storey family dwelling houses with associated car parking, landscaping and boundary treatment. All interested parties are advised to make their own enquiries directly to the local planning department to discuss matters via Manchester City Council
Location	The site is located on the north side of Wilton Road within close proximity of Middleton Road in Crumpsall, Manchester. The surrounding area is residential comprising predominantly semi detached housing. Bowker Vale Metrolink Station is within easy walking distance. Manchester City Centre is approximately 3 miles to the south. Junction 18 of the M60 Motorway is approximately 2 miles to the north.



6 Hengist Street, Gorton, Manchester M18 7EL

Three bedroom end terrace property

Directions	Off Hyde Road A57
Accommodation	Ground floor: Hall, lounge, kitchen, separate dining area First floor: Landing, three bedrooms, bathroom Exterior: Elevated front garden and fully enclosed rear court yard
Note	Development opportunity for investors or owner occupiers Market value for this property will be in the region of £130,000 once fully modernised
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Notes	The plan shown is for purpose of identification only and all interested parties are advised to download the online legal pack for the accurate title plan and legal documents. Council tax bands on the adjacent properties are E.
Viewing	Open site- please be respectful of the neighbouring occupants if visiting this site
Tenure	Freehold.

LOT
35

GUIDE PRICE: £55,000



21 Booth Street, Ashton-under-lyne OL6 7LD

Well presented retail/office premises in town centre location.

Directions	Located off Stamford Street Central in the town centre
Details	Ground floor: Hallway, two offices, storeroom. Stairs to basement: one chamber. First floor: Kitchen, bathroom and office. Exterior: Small rear yard area.
Notes	Well presented throughout, two separate central heating boilers. EPC rating D. The first floor is self contained from within the building and subject to confirmation or permission look ideal as a flat to rent for around £350 - £375 per month. The retail/office element around £4,500- £5,000 per annum
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



303-305 Wellington Road North, Heaton Chapel, Stockport SK4 4QH
Pair of Victorian semi-detached properties in 10 self-contained flats.

Directions	Located on the A6 close to the RBS on Wellington Road North
Details	Both 303 and 305 comprise: Ground floor: Hallway, Flats 1/6: Studio flat, Flat 2/7: One bedroom with separate lounge, kitchen and bathroom. First floor: Flats 3/8: One bedroom with separate lounge, kitchen and bathroom. Flats 4/9: One bedroom with separate lounge, kitchen and bathroom. Second floor: Flats 5/10: One bedroom with separate lounge, kitchen and bathroom. Basement :Basements run under both properties to front and rear, accessed separately from rear and internally
Notes	All flats are centrally heated with the exception of flat 2. There may be potential for conversion of the basement areas subject to permission. EPCs Flat order: D, D, E, C, E, D, D, E, C, D
Possession	All tenanted current rent roll circa only £50,000 per annum when annualised: it is felt that the rents are low and can be increased. Tenancy information will be included in the online legal pack.
Viewing	Viewings will be made available strictly by appointment only.



29 - 31 Clarendon Place, Hyde SK14 2ND

Mixed use property with planning for 4 self-contained apartments.

Directions	Located in Hyde Centre close to main car parks, Clarendon Centre and KFC
Overview	29: Tenanted to long term tenant, shop sales, rear office, WC and kitchen area: Basement 31: Tenanted, shop sales, rear kitchen area and WC: Basement Side access at ground floor: First floor: two large rooms, second floor: Two large rooms The boundary extends approximately 16ft from the rear of the property in line with the side elevations proving parking for around 4 vehicles, please refer to title plan for accurate details.
Notes	Planning permission was granted on 17th September 2012 for conversion of first and second floors to 4no Two bedroom flats including external alterations ref: 12/00566/FUL All interested parties are advised to consult with Tameside Metropolitan Borough Planning and Building Control directly on 0161 342 8355 to satisfy themselves. EPC rating F & C.
Possession	29 Tenanted £13,500 per annum, 31 Tenanted £11,500 per annum and upper two floors vacant. Lease details will be provided in the legal pack.
Viewing	Auction department 0161 43 4740



63b Longford Place, Victoria Park, Manchester M14 5GR

One bedroom ground floor apartment.

Directions	Off Longford Place, off Daisybank Road, off Plymouth Grove (A5184)
Accommodation	Ground floor: Communal hall. The flat comprises hall, lounge, re-fitted kitchen with built in oven and hob, double bedroom, bathroom Exterior: Communal gardens and parking
Note	Electric heating and double glazing. Ideal for landlords as it's a modern block which is well maintained and is also conveniently located for Manchester Royal Infirmary and Universities
EPC Rating	D
Possession	Tenanted - periodic AST from 2/9/10 at £395 per month
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

LOT
39

GUIDE PRICE: £215,000+



49-51 Market Street, Shaw, Oldham OL2 8NP

Off-licence and wine specialist store in busy town centre location.

Directions	The property is located on the busy high street in the centre of Shaw.
Details	The premises are currently a large wine specialist and off-licence retailers. The ground floor has well appointed large retail space of 1,800 sq ft (167 SQ M) with storage to the rear - GIA circa 231 SQM (2,486 SQ FT) over two floors. The upper floor offers three/ four bedroom owners accommodation that could be ideal to separate and self-contain as a flat or office space.
Notes	The property is currently trading under as Royals Taverns. EPC rating D. The business takings are circa £11,000 per week with lottery sales circa £4,500 per week on average.
Possession	To be sold with vacant possession. If any parties are interested in purchasing stock at completion this will be a separate negotiation. The sale is not a business transfer.
Viewing	Auction department 0161 443 4740

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0161 443 4740



414 Whitworth Road, Rochdale OL12 6HB

Two bedroom terrace property

Directions	The property is located on Whitworth Road A671 on the right hand side travelling approximately one mile from St Mary's Gate A58
Accommodation	Ground floor: Entrance, lounge, kitchen First floor: Landing, two bedrooms and bathroom Cellar: One chamber Exterior: Rear yard
Note	Gas central heating and double glazed windows
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



96 Yew Tree Road, Fallowfield, Manchester M14 7BL

Two bedroom ground floor flat

Directions	Off Platt Lane, off Princess Road A5103
Accommodation	Ground floor: Entrance, lounge, kitchen, two bedrooms, bathroom, Exterior: Front and rear gardens with off road parking.
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
41

GUIDE PRICE: £23,000+



39 Coal Clough Lane, Burnley BB11 4PG

Two bedroom terraced property.

Directions	Directly off Rossendale Road (A646)
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Located in the vicinity of Scott Park and Cherry Fold Community Primary School
EPC Rating	D
Possession	Tenanted three year AST from 11/8/14 at £75 per week
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

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0161 443 4740



133a Buxton Road, Heaviley, Stockport SK2 6LR

Retail premises on busy A6 with self contained accommodation and large yard.

Directions	Located on the busy A6 in a thriving parade of shops, close to Bamford Public House
Details	<p>Ground floor: Retail/hairdressers premises with large front area, rear treatment room, kitchen and WC, circa 49 SQM (5,25 SQFT)</p> <p>First floor: Separate entrance from ground floor, well -presented accommodation comprising large lounge, modern kitchen, two double bedrooms, bathroom.</p> <p>Externally: Large and secure garden/parking area, raised decked area with outbuilding.</p>
Notes	The property may suit alternative uses subject to permission. EPC rating D. Double glazing, central heating. Estimated rental value for retail premises is circa £10,000 per annum, the flat circa £7,200 per year.
Rateable Value	£8,100 per annum
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

LOT
43

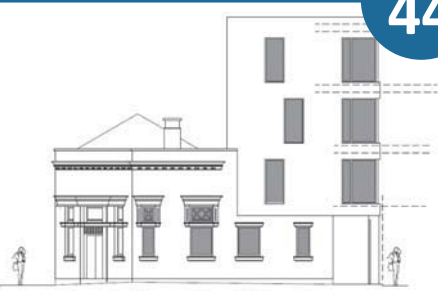
GUIDE PRICE: £130,000+



5 Nightingale Road, Blackrod, Bolton BL6 5DX

Three bedroom semi-detached property with Planning Permission

Directions	Off Chorley Road B5408, off Blackrod Bypass Road/Chorley Road A6
Accommodation	Ground floor: Hall, lounge, kitchen diner First floor: Landing, three bedrooms and bathroom Exterior: Gardens to front and rear with driveway to side
Note	Planning consent was approved on the 2nd December 2016 (Application Number 97592/16) for the erection of a front porch, two storey extension to side and single storey extension to rear. Further details can be found at www.bolton.gov.uk
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



elevation to Shaw Heath (east)



elevation to Castle Street (south)

Former RBS Building, 2 Castle Street, Edgeley, Stockport SK3 9AB

Former bank premises with PP applied for four flats and change of use.

Directions	Located at the head of Edgeley precinct close to train station
Details	Ground floor: Open plan banking hall, partition wall lobby, further office space, vault, storeroom, office, WC, rear hallway and exit. First floor kitchen/staff room, WC. Basement: Two chambers, boiler room. GIA 118 SQM (1,270 SQ FT)
Planning	We have been advised that planning has been submitted for alterations to include development of a three storey addition to contain three self contained 2 bedroom apartments with the ground floor remaining commercial. REF DC/063693
Notes	Vacant on completion. EPC rating C
Viewing	Auction department 0161 443 4740



31 Blandford Drive, Moston, Manchester M40 0ES

Three bedroom terrace property.

Directions	Off Nuthurst Road, off Broadway (A663)
Accommodation	Not inspected: Ground floor: Hall, lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to front and rear
Note	Gas central heating and partial double glazing
EPC Rating	C
Possession	Tenanted - AST from 30/9/14 at £650 now periodic
Note	Strictly external viewing only, the tenants MUST NOT be disturbed



91 Mill Lane, Sutton Leach, St Helens WA9 4HN

Three bedroom semi detached property.

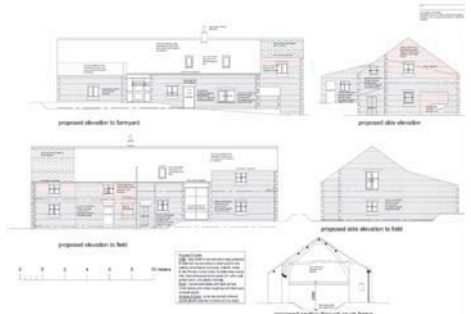
Directions	Directly off the roundabout where Clock Face Road and Marshalls Cross Road meet
Accommodation	Not inspected but reported to comprise: Ground floor: Hall, lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, the rear overlooking woodland and Sutton Mill Brook
Note	Being sold on behalf of the LPA Receivers. Gas central heating and partial double glazing
EPC Rating	E
Possession	Tenanted - the Receivers do not have a copy of the agreement but advise that the rent paid is £120 per week. Buyers who are unsure about this, should take advice before bidding
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed



58 Old Road, Failsworth, Manchester M35 0AW

Two bedroom terrace property with study/office.

Directions	Directly off Oldham Road (A62)
Accommodation	Ground floor: Lounge, dining room, spacious kitchen First floor: Two double bedrooms, study/office, large bathroom Exterior: Garden to rear which is rare for a terrace house
Note	Gas central heating and double glazing. Ideally located for public transport into Manchester and Oldham centres
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Greens Moor Cottage, Cutler Lane, Bacup OL13 0BA

Grade II listed barn with permission to develop into two dwellings.

Directions	Turn Off Newchurch Road A681 onto Farholme Lane to Acre Mill Road and Cutler Lane is the continuation
Details	The Barn dates back to 1672 which written in stone on the lintel of a doorway, but is possibly earlier and altered. The property is of sandstone rubble construction with stone slate roof. It has open land to the front which is around 1.1 Acres or thereabouts. The property is set in a rural location with stunning views yet is located around 1.5 miles from the main town centre.
Planning	2016/0373 Cottage Et Barn Conversion to create 2 no. Three bedroom dwelling, listed Building Consent 2016/0374. The property may also suit being one dwelling.
Notes	Vacant on completion. EPC exempt.
Viewing	Strictly by appointment with the Auctioneers on 0161 443 4740



The Former Coach House, 1-3 Albany Court, Off Devenport Way, Chorley PR6 0SB

Three one bedroom self contained flats

Directions Albany Court is a private road off Devenport Way, off Eaves Lane, off Eaves Lane/Lyons Lane B6228

Accommodation Only one flat has been inspected by Edward Mellor:
All three flats are very similar and comprise: Open plan living area, bedroom and bathroom
Exterior: Allocated parking for the flats

Note Gas central heating and double glazed windows
Albany Court is approximately 1 mile away from Chorley Town Centre

EPC Rating Flat 1 - D
Flat 2 - C
Flat 3 - D

Possession Two flats are tenanted and one is vacant. Flat 3 is currently in rent arrears.
More information will be provided within the legal pack

Viewing Auction Department 0161 443 4740



30 Cicero Street, Moston, Manchester M9 4TJ

Two bedroom terrace property

Directions	Off Princesdom Street, off Ashley Lane, off Moston Lane, off Rochdale Road A664
Accommodation	Not Inspected by Edward Mellor: Ground floor: Hall, lounge, dining room, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	We are advised: Gas central heating and double glazed windows
EPC Rating	On order
Possession	Tenanted - Let on a periodic AST providing £420 PCM The tenancy agreement will be available to view within the legal pack
Viewing	Auction Department 0161 443 4740



29 Bardsley Street, Newton Heath, Manchester M40 1PB
Two bedroom terrace property.

Directions Off Silverwell Street, off Daisy Bank, off Droylsden Road not far from Brookdale Park

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

Note Gas central heating and double glazing

EPC Rating D

Possession Tenanted - twelve month AST from 27/2/17 at £400 per four weeks

Viewing Viewings may be available STRICTLY by appointment only; call 0161 443 4740



290 Grimshaw Lane, Middleton, Manchester M24 2XL

Mixed use property with potential for further income on upper floors.

Directions	Located on Grimshaw Lane in a predominantly residential location.
Details	Ground floor: Retail premises currently general store/off-licence circa 106 sq m (1,140 sq ft) including store. First floor: Previously four letting rooms, kitchen, bathroom. Basement: Cellars. Rear yard.
Notes	First floor double glazed, centrally heated. The flats according to the owners were previously let out circa £800 PCM. Shop: D. Flat: G
Possession	Shop tenanted, lease not yet seen, vendors advise circa £800 PCM. Residential element: Vacant. Refer to the on-line legal pack for the full tenancy information.
Viewing	Strictly by appointment with the Auction Department on 0161 443 4740

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77 Parrin Lane, Monton, Manchester M30 8AY

Three bedroom semi-detached property

Directions	Parrin Lane B5229 is off Worsley Road B5211, off M60 J13
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, cloakroom WC First floor: Landing, three bedrooms, bathroom Exterior: Gardens to front and rear
Note	Gas central heating and double glazed windows Within walking distance to Monton Village and only a short drive to the M60 Potential rental income of £650 - £700 PCM
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



122 Buckley Road, Gorton, Manchester M18 7GJ

Two bedroom terrace property.

Directions	Off Mount Road, off Hyde Road (A57)
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating
EPC Rating	E
Possession	Tenanted - six month AST from 3/3/17 at £500 per calendar month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



18 Peel Street, Hyde SK14 5PE

Two bedroom terrace property.

Directions	Off Stockport Road (B6468) between Lumn Road and Knight Street
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Overlooking the Trans Pennine Trail which is a long-distance path running from coast to coast across Northern England entirely on surfaced paths and using only gentle gradients and perfect for walkers, cyclists and horse riders
EPC Rating	C
Possession	Tenanted - six month AST from 21/11/14 at £475pcm now periodic
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



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Dove Cottage Mill, Duckworth Street, Darwen BB3 1AR

5,500 sq ft three storey warehouse suitable for development STP.

Directions	The property is located just off Blackburn Road (A666) behind and to the left of a row of shops opposite The New Methodist Church
Details	This former mill was converted for use as office space and storage with accommodation over three floors with circa 510 sq m (5,500 sq ft) floor space space. The interior comprises: ground floor small office units, WCs, store room / workshop, first floor: Open plan space with ancillary rooms, WCs, second floor: open plan space with partitioned areas. Access to the building is off Duckworth Street to the front. The last rear photograph in brochure shows the back of the building, no access.
Notes	Potential for alternative use or development subject to planning permission. Tenure: 999 lease from 1869. EPC exempt. May suit development as business centre or for storage.
Possession	Vacant on completion- tenanted informally on part of ground floor to a gym. Lease details will follow in legal pack
Viewing	Auction department 0161 443 4740



2, 3 & 3a Stanley Street, Preston PR1 4AT

Large mixed used property with 6 flats (2 HMO) and vacant takeaway.

Directions	Located on Stanley Street off London Road (A6) by the new Aldi store and Queens Shopping Park
Overview	This is a very deceptive property and plot located less than a mile from Preston Centre and University which could make this a very shrewd mixed use investment that based on previous income could generate around £50,000 per annum net of HMO bills equating to a 16.6% return each year. There is also potential, subject to permission, that access could be made to the rear for parking. There is also potential to develop the site further: An historic application was made reference number: 06/2007/0061 for outline planning for the erection of three and four storey building comprising 14no. Apartments and 1no. Class A1 retail/Class A3 café unit (following demolition of existing building) 23-May-2007. Decision: Previously approved subject to s106 agreement
Retail space	Circa 60 SQM (645 SQFT) open plan to front with kitchen area behind and WC and basement. Former takeaway (A3/A5).
2 Stanley Street	Separate entrance to front through ginnel. Flat 1: Self contained flat with living room, kitchen, bathroom, bedroom. Flat 2: Self contained flat with living room, bathroom, bedroom. Flat 3: First floor self contained flat, living room, kitchen, bathroom, two bedrooms. Large rear garden, potential for access through rear subject to planning and regulations.



3a Stanley Street

Ground floor entrance.

First floor: Flat 1: Large living room and kitchen, Two bedrooms, bathroom.

Flat 2: Self-contained flat with, living room and kitchen, bedroom, bathroom

Second floor: Flat 3: Living room and kitchen, three rooms, bathroom.

Notes

Tenure: Freehold. Rateable valuation: 3 & 3a Combined: 11,000 per annum. Flats: Band A Council Tax. Majority double glazed, central heating systems in all flats. Recent improvements have been electrical installations, new boilers in 6 flats, modernised kitchens and bathrooms, carpeting and general decor.

Viewing

Auction department 0161 443 4740



133 Levenshulme Road, Gorton, Manchester M18 7NF

Vacant takeaway with substantial two bedroom accommodation over.

Directions	On Levenshulme Road in a parade of shops
Details	Ground floor: 80 SQ M (860 SQ FT) retail, kitchen, storage and WC Flat: Large living room, kitchen dining room, two bedrooms, bathroom Externally: Garden and parking to rear enclosed by gate
Notes	The premises may suit alternative uses to the existing A5 subject to permission. Refer to fixtures and fittings list for details of goods that will remain. Flat double glazed and centrally heated. EPC rating D. Rateable value TBC
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



23 Haworth Road, Gorton, Manchester M18 7EN

Two bedroom terrace property.

Directions	From Hyde Road (A57) turn into Crosfield Grove or Peacock Grove where Haworth Road can be found at the end
Accommodation	Ground floor: Lounge, dining kitchen with built in oven and hob First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating. Situated within walking distance of Ryder Brow Station, Tesco's 24 hour store and Gorton Market not to mention it's extremely popular location overlooking Sunnybrow Park
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
60

GUIDE PRICE: £65,000



37 Wellington Road, Blackpool FY1 6AR

7/8 Bedroom 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	Floor area over three floors plus basement: 3,780 SQFT (350 SQM) 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 lot has the benefit of having cellars under the shops that have potential to be leased to the retailers. The shops are not included in the sale as units to rent or occupy, just the freehold rights and ground rents for them. EPC E
Possession	Vacant on completion, the property was previously rented for £1,000 per month which is a potential 18% return on the guide price.
Viewing	Auction department 0161 443 4740



77 & 77a Shaw Heath, Stockport SK2 6QP

Multi-let investment property comprising 5 studios and one 1 bedroom flat.

Directions	Shaw Heath, close to traffic light junction and Lyme Grove
Details	Not inspected internally but reported to be: Ground floor: 77- studio flat. 77 a: Ground floor: one bedroom flat with separate living room and kitchen, bathroom. First floor: Two studio flats. Second floor: Two studio flats.
Notes	We are advised all dwellings have central heating and double glazing. EPC ratings in flat order (77a 1-5) D, D, D, D, D (77 on order)
Possession	Refer to legal pack for tenancy schedule. Flat 1 and Flat 3 currently vacant- Annualised rent when at full occupancy is approximately £22,000.
Viewings	Viewings available by appointment only, please contact the auction department 0161 443 4740

LOT
62

GUIDE PRICE: £55,000+



13 Regent Court, 155-157 Withington Road, Whalley Range, Manchester M16 8EE

One bedroom top floor apartment with garage.

Directions	Located on Withington Road, close to Wellington Road
Accommodation	Ground floor: Communal secure entrance, stairs to fourth floor. Hallway, lounge with box bay window and "Juliette" balcony, fitted kitchen, one double bedroom, bathroom. Externally: Communal gardens, parking and garage (see legal pack for plan)
Notes	Double glazed, electric storage heating. EPC rating D. Rental demand is strong with rents circa £550 PCM. Apartment is leasehold. Ground rent approximately £30 per annum, service charge circa £55 per month. Lease and charge details will be confirmed in legal paperwork
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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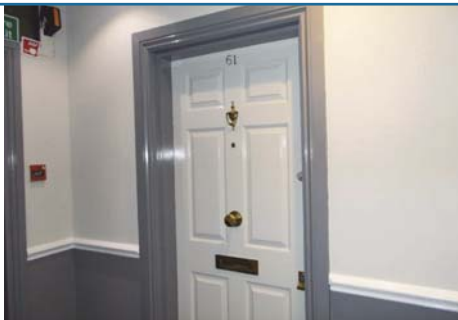
56 Osborne Road, Blackpool FY4 1HQ

Former guest house with PP to convert into two maisonettes

Directions	Off Station Terrace, Off Lytham Road (B5262).
Accommodation	Ground Floor: Hall, Lounge, dining room, kitchen. First Floor: Landing, Four bedrooms, two with en-suites and separate bathroom Second Floor: Four bedrooms and bathroom Basement: Bedroom with en-suite
Planning	Planning consent was granted on the 16th February 2017 (Application Number 16/0805) for external alterations to form new rear doors and use of premises as altered as 2 maisonettes, following demolition of existing single storey rear extension. Full plans are available at www.blackpool.gov.uk
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
64

GUIDE PRICE: £46,000+



Apartment 61 Wellington Mill, Wellington Road South, Stockport SK3 0EU
Sixth floor studio apartment.

Directions Wellington Mill is also known as The Hat Works and is located on the main A6 in the centre of Stockport

Accommodation Ground floor: Communal hall, two lifts to all floors
Sixth floor: Hall, open plan lounge/bedroom, kitchen with built in oven and hob, shower room

Note Electric heating and double glazing. Central Stockport location with excellent public transport links to Manchester and offering a yield of around 9%

EPC Rating D

Possession Tenanted - AST which started on 7/9/16 and renewed for twelve months on 7/2/17 at £365 pcm

Viewing Viewings are available STRICTLY by appointment only; call 0161 443 4740



56 Old Farm Crescent, Droylsden, Manchester M43 6FT

Three bedroom end terrace property

Directions	Off High Bank Road/Maddison Road/Mellor Street, off Manchester Road A662
Accommodation	Ground floor: Entrance hall and stairway, lounge, kitchen diner, bathroom First floor: Landing and three bedrooms Exterior: Garden to the front with driveway. Attached garage to side, Rear garden with large workshop
Note	Gas central heating and double glazed windows
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
66

GUIDE PRICE: £92,000+



8 Whiley Street, Longsight, Manchester M13 0WR

Two bedroom terrace

Directions	Off Dickenson Road A6010
Accommodation	Ground floor: Entrance hallway, lounge, dining room, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Garden fronted and rear yard
Note	Potential rental income of £550 - £600 PCM
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

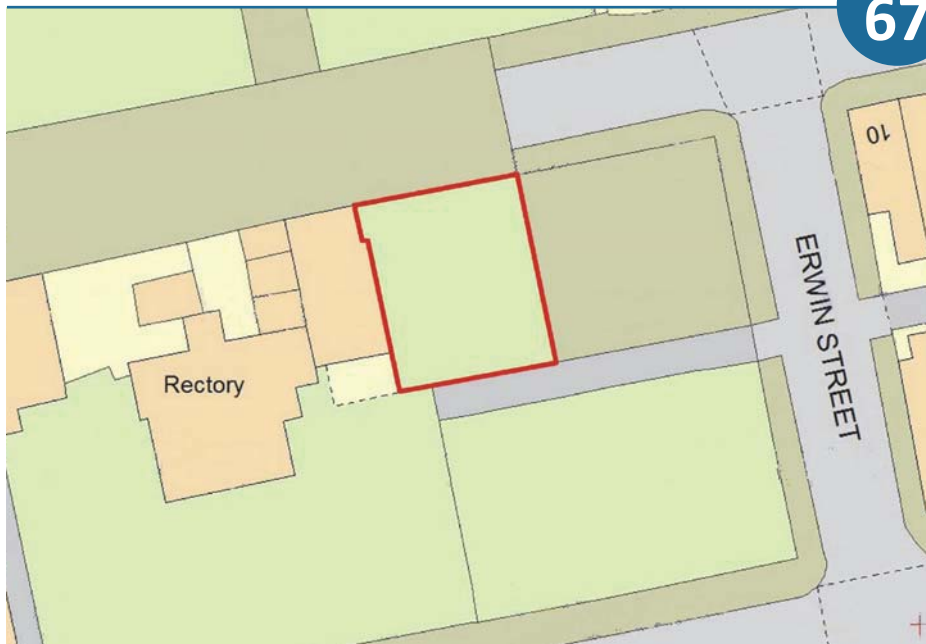
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GUIDE PRICE: £30,000 - £35,000

**LOT
67**



Land To Side Of, 929 Oldham Road, Newton Heath, Manchester M40 2EB
Parcel of land circa 204 SQM (2,195 SQFT) with lapsed planning.

Directions	Off Oldham Road (A62) off Erwin Street
Details	The site is located 1.2 miles (2km) east of the City Centre and is tucked off behind the main road next to the Former Rectory for the Church.
Planning	Ref: 081890/FO/2007/N1: Erection of a two storey single detached five bedroom dwelling house. Granted in May 2007. Now lapsed. Interested parties are advised to consult with the local planning department directly.
Possession	Vacant on completion
Viewing	Open site



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43 Givendale Drive, Crumpsall, Manchester M8 4PZ

Ground floor studio apartment.

Directions	Off Coppleridge Drive, off Wilton Road/Bank Road, off Crumpsall Lane, off Middleton Road (A576)
Accommodation	Ground floor: Open plan lounge/bedroom/kitchen, bathroom Exterior: Communal grounds and parking
Note	Gas central heating and double glazing. Located half a mile from North Manchester General Hospital so ideal for rental purposes. Having an estimated rent of £400 per month, it offers a potential 12% yield
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



8 Cowper Street, Middleton, Manchester M24 2FE

Two bedroom terrace property.

Directions	Off Baytree Lane, off Oldham Road (A669)
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Double glazed to the front
EPC Rating	On order
Possession	Tenanted - twelve month AST from 31/3/17 at £369.24 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



19 Brook Lane, Oldham OL8 2BD

Three bedroom end terrace property

Directions Off Park Road close to junction with Abbey Hill Lane and Glodwick Road

Accommodation Ground Floor: Hallway, lounge, dining room, kitchen
First Floor: Three bedrooms, bathroom
Exterior: Garden fronted, enclosed rear yard

Notes Gas central heating and double glazed windows
Close to Alexandra Park

EPC rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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10 Templeton Road, Platt Bridge, Wigan WN2 5PD

Car sales/repairs unit on 0.75 Acre site plus separate freehold rights.

Directions	Located off Warrington Road (A573)
Details	The lot comprises three self contained units: showroom and two garage units with forecourt/parking to front and side plus, a small parcel of land with freehold rights to the front that has buildings on. The buildings have circa 489 sq m (5,264 sq ft) space and the site is estimated at 0.75 acres. A steel palisade fence surrounds the boundaries to most of the perimeter.
Notes	Tenure: freehold. Three phase supply. Security improvements made. EPC: to be confirmed
Possession	The site is to be sold vacant: there are two occupants on informal lease arrangements and although we have not seen sight of leases we are advised that the rent is informally £2,500 per month from the tenants
Viewing	Viewings are available by appointment only: Auction department 0161 443 4740

LOT
72

GUIDE PRICE: £55,000+



1 Clibran Street, Cheetham Hill, Manchester M8 0RD

Two bedroom end terrace property.

Directions	Off Queens Road (A6010), off Cheetham Hill Road (A665)
Accommodation	Ground floor: Lounge, dining room, kitchen, bathroom First floor: Two bedrooms Exterior: Rear yard with access to greened area
Note	Double glazing. Ideally located for public transport into Manchester City Centre. No pre-auction offers will be considered on this lot
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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54 Princess Street, Bollington, Macclesfield SK10 5HZ

Two bedroom Cottage

Directions	Off Henshall Road B5090
Accommodation	Ground floor: Entrance, lounge, dining room, kitchen, bathroom First floor: Two bedrooms Exterior: Rear garden
Note	Gas central heating and part double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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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.

Common auction conditions

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

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

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

G19.5 Where relevant:

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

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

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

G20 TUPE

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

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

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

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

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

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

G21 ENVIRONMENTAL

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

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

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

G22 SERVICE CHARGE

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

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

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

(a) service charge expenditure attributable to each TENANCY;

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

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

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

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

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

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

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

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

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

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

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

G23 RENT REVIEWS

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

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

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

G23.4 The SELLER must promptly:

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

(b) use all reasonable endeavours to

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

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

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

G25 WARRANTIES

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

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

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

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

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

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

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

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

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

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

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

(a) apply for registration of the transfer;

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

How to find us

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