

EDWARD
mellor
AUCTION



MONDAY 19 JUNE 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
26 th April	5 th April
19 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 7EY



Nick Green
Auctioneer

A Warm welcome from Edward Mellor

I can't believe we're already half way through the year! We had great success at our April Auction where we sold 77% of all properties with 76% being over the guide price. It just goes to show how effective selling your property through auction really is! Remember we are now accepting lots for our next auction on Wednesday 26th July. 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 the 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! Also remember to look out for our team on the day of the auction!

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EDWARD mellor

THE TEAM

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.

JOANN BULL



Although a bit apprehensive at first I joined the Auction team in October 2016. The excitement of how fast the auction cycle works gives you a real adrenaline rush and I look forward to working with you all!

SCOTT GRAYSON



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

LOUISE McDONALD



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

MARK LAWSON



LUCY DAVIES



SOPHIE SIMCOX



LYNETTE CLAYTON



SUE MUSHET



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.

NEED HELP OR ADVICE?, CALL OUR TEAM TODAY!

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 @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.



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 our team.

“Edward Mellor’s, knowledge of property auctions and the help you offer is absolutely invaluable, thanks again for everything!”

N. Rothwell, June 2016



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

"From start to finish I cannot thank the team enough, they have been a great support and completely exceeded our expectation with service, empathy and result. Highly recommended and if it's a personal service your looking for then this is the team to support you to sell your property.

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

"I have bought and sold properties through Edward Mellors auction department and branches over many years, developing fantastic working relationships along the way. In a marketplace where so many Estate Agencies offer a limited and impersonal service, I choose to work with Edward Mellor based on their professional approach, excellent local knowledge and commitment to delivering the best possible results for their clients."

T. Cullen, Auction Vendor



Order of sale

LOT	AREA	ADDRESS	DESCRIPTION
1	Abbey Hey	67 Madison Street	Two bedroom terrace property.
2	Levenshulme	13 Dorset Road	Two bedroom terraced property.
3	Moss Side	40 Salisbury Street	Two bedroom mid terrace property in need of improvement.
4	Droylsden	63 Manor Road	Three bedroom semi detached property.
5	Edgeley	260 Adswood Road	Three bedroom semi detached property.
6	Newton Heath	70 Daisy Bank	Two bedroom terrace property.
7	Gorton	10 Odette Street	Two bedroom terrace property.
8	Prestwich	4 Brandram Road	Two bedroom terrace property.
9	Heaton Moor	Ground Rents 48-40 Lea Road	Portfolio of long leasehold ground rents on seven flats.
10	St Helens	Former Moss Bank Social Club	Former Club on 0.95 Acre site, considered suitable for development STP.
11	Abbey Hey	4 Sandown Street	Two bedroom terrace property.
12	Fallowfield	25 Lloyd Street South	Two bedroom end terrace property.
13	Eccles	21 Fir Street	Two bedroom terrace property.
14	Sale	Building Plot, 13 Rivershill	Residential development opportunity on site circa 0.11 Acres.
15	Longsight	4 Lockwood Street	Two bedroom terrace property.
16	Prestwich	2 Brandram Road	Former shop with living accommodation ideal for conversion back to residential.
17	Stockport	The Royal Oak	Former public house in good condition, suitable for development STP.
18	Clayton-le-Moors	98 Barnes Street	Two bedroom terrace property.
19	Newton Heath	16 Ceylon Street	Two bedroom terrace property.
20	Oldham	76 Suffolk Street	Two bedroom quasi semi-detached property.
21	Blackley	23 Chain Road	Three bedroom semi detached property.
22	Manchester	Land to side of 929 Oldham Road	Parcel of land circa 204 SQM (2,195 SQFT) with lapsed planning.
23	Failsworth	7 Wrigley Head Crescent	Two bedroom end terrace property.
24	Accrington	12 Emma Street	Two bedroom terrace property overlooking woodland.
24A	Oldham	26 Ryeburne Street	Two bedroom terrace property.
25	Middleton	25 Pilkington Street	Two bedroom terrace property.
26	Eagley	18 Valley Mill	Four bedroom Duplex Apartment.
27	Leigh	46 Rydal Street	Two bedroom terrace property.
28	Bolton	50 Brocksby Chase	Three bedroom semi detached property.
29	Bolton	34 Brocksby Chase	Three bedroom mews property.
30	Bolton	32 Brocksby Chase	Three bedroom end mews property.
31	Bolton	4 Callthorpe Close	Two bedroom semi detached bungalow.
32	Rusholme	Flat 10, 135 Dickenson Road	Two bedroom ground floor flat.
33	Eagley	16 Valley Mill	Three bedroom Duplex Apartment.
34	Trafford Park	Unit G, Enterprise Trading Estate	Light Industrial/warehouse with offices and parking.

LOT	AREA	ADDRESS	DESCRIPTION
35	Wigan	23 Victoria Road	Three bedroom end terrace property.
36	Radcliffe	130 Church Street West	Three bedroom end terrace property.
37	Chorlton	3 Maple Avenue	Detached property in three flats.
38	Reddish	8 Ramsgate Road	Three bedroom semi detached property with pp for additional detached house.
39	Pwllheli	St Buan Church	Grade II listed Church considered suitable for variety of uses STP.
40	Offerton	112a Hall Street	Two/three bedroom semi detached property.
41	Rusholme	9 Driffield Street	Two bed terrace property.
42	Padiham	33B Peel Street	Two bedroom end terrace property.
43	Wigan	46 Earl Street	Residential Investment arranged into 5 studio rooms.
44	Chorley	282 Moor Road	Takeaway premises with accommodation over.
45	Middlewich	78 Lewin Street	Two bedroom terrace property.
46	Darcy Lever	Land, Long Lane	Residential development site extending to circa 6.8 Acres (2.75 Hectares).
47	Farnworth	1B Bolton Road	Eight bedroom licenced HMO.
48	Clifton	7 Lumns Lane	Two bedroom semi-detached bungalow with kennels & garages.
49	Burnley	39 Coal Clough Lane	Two bedroom terrace property.
50	Shaw Heath	93 Lowfield Road	Two bedroom terrace property.
51	Middleton	435 Oldham Road	Three bedroom semi-detached in need of full renovation.
52	Cheadle Hulme	8 Worcester Road	Two bedroom first floor apartment.
53	Sutton Leach	91 Mill Lane	Three bedroom semi detached property.
54	Bolton	223 Ainsworth Lane	Three bedroom terrace property.
55	St Helens	18 Green Leach Avenue	Three bedroom semi detached property.
56	Liverpool	73 Goodison Street	Two bedroom terrace property.
57	Liverpool	12 Conwy Drive	Two bedroom first floor flat.
58	Preston	2, 3 & 3a Stanley Street	Large mixed used property with 7 flats (2 HMO) and vacant takeaway.
59	Stockport	68 Union Street	Two bedroom terrace property.
60	159 Hathersage Road	206 Melrose Apartments	One bedroom second floor apartment.
61	Droylsden	121-137 Greenside Lane	Former garage car sales site considered suitable for development STP.
62	Leigh	1A Tower Grove	One bedroom first floor apartment.
63	Hyde	18 Peel Street	Two bedroom terrace property.
64	Stalybridge	44 Sand Street	Two bedroom terrace property.
65	Middleton	290 Grimshaw Lane	Mixed use property with potential for further income on upper floors.
66	Blackley	81 Charlestown Road	Three bedroom quasi semi-detached property.
67	Stalybridge	23 Castle Hall View	Two bedroom upper floor flat.
68	Moston	313 Moston Lane	Vacant shop with self contained accommodation on busy high street.
69	Blackpool	37 Wellington Road	7/8 Bedroom residential property over three floors plus basements.

LOT
1

GUIDE PRICE: £62,000+



67 Madison Street, Abbey Hey, Manchester M18 8SE

Two bedroom terrace property.

Directions	Off Vine Street, off Abbey Hey Lane
Accommodation	Ground floor: Entrance hall, lounge, dining room, modern kitchen with built in oven, hob and extractor First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Recently re-decorated throughout and now ready to let. Viewing is highly recommended
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

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13 Dorset Road, Levenshulme, Manchester M19 3NB

Two bedroom terraced property.

Directions Off Broom Lane which runs between Barlow Road and Stockport Road (A6)

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

Note Gas central heating and double glazing

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



40 Salisbury Street, Moss Side, Manchester M14 4ND

Two bedroom mid terrace property in need of improvement.

Directions	Salisbury Street is located off Broadfield Road, off Moss Lane East, less than 1 KM from Manchester University & MRI
Accommodation	Ground floor: Hallway, two reception rooms, kitchen First floor: Two bedrooms, bathroom Exterior: Yard to rear
Notes	The property will not be sold prior to the auction. The property requires full refurbishment. Central heating system, single glazed. EPC rating D
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



63 Manor Road, Droylsden, Manchester M43 6QD

Three bedroom semi detached property.

Directions	Off Manchester Road (A662) opposite Droylsden Academy
Accommodation	Ground floor: Entrance hall, lounge/dining room, kitchen First floor: Three bedrooms, bathroom Exterior: To the rear of the property is a larger than average garden laid to lawn with well stocked and established plant and shrub borders
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



260 Adswood Road, Stockport SK3 8PN

Three bedroom semi detached property.

Directions	From Ladybridge Road turn right into Adswood Road. Bear left at the traffic lights and the property is on the left hand side
Accommodation	Ground floor: Entrance hall, lounge with square arch to dining room, kitchen First floor: Three bedrooms, bathroom, separate WC Exterior: Gardens to the front and rear, driveway. Large outbuilding to rear which offers a host of uses, some of which may need planning permission
Note	Gas central heating and partial double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



70 Daisy Bank, Newton Heath, Manchester M40 1WY

Two bedroom terrace property.

Directions	Directly off Droylsden Road close to Brookdale Park
Accommodation	Not inspected: Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	C
Possession	To be sold subject to a tenancy - periodic AST from 01/05/15 at £495 per month
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



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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
7

GUIDE PRICE: £60,000+



10 Odette Street, Gorton, Manchester M18 7BS

Two bedroom terrace property.

Directions	Off Mount Road, off Hyde Road (A57)
Accommodation	Ground floor: Through lounge/dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and majority double glazing. Cul-de-sac location
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



4 Brandram Road, Prestwich, Manchester M25 1HJ

Two bedroom terrace property

Directions	Off Heaton Street, off Heywood Road, off Scholes Lane A6064, off Bury New Road A56
Accommodation	Ground floor: Lounge, dining room, kitchen, utility First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows The property is in need of internal modernisation and repairs The average rental income for similar properties in this area is £650 PCM
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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Speak to us at the auction

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us to beat
your current
lender today!**



Ground Rents, 38-40 Lea Road, Heaton Moor, Stockport SK4 4JU

Portfolio of long leasehold ground rents on seven flats.

Directions	The ground rents are located at 38-40 Lea Road
Details	The lot on offer comprises a portfolio of grounds rents on 7 apartments in Heaton Moor, an affluent borough of Stockport.
Tenure	Long leasehold Flats, 2, 3, 4, 5: 999 years from 1993 (various dates). Flats 1, 6, 7: 999 years from 2005 (various dates)
Rents	Current rent reserved £175.00 per annum (£25 per flat)



Former Moss Bank Social Club, Queensway, Moss Bank, St Helens WA11 7BY
Former Club on 0.95 Acre site, considered suitable for development STP.

Directions	Located on Queensway off Africanda Road off Moss Bank Road.
Location	The property is located the the end of Queensway off Scafell Road in the residential district of Moss Bank, St Helens. Moss Bank is located between the A571 and A580, north of St Helens town centre. The locality itself is residential in nature being surrounded by agricultural land and the aforementioned roads.
Overview	The subjects comprise a substantial detached single storey building which is 945 SQM (10,100 SQ FT) constructed circa 1958 which due to its topography has ground floor access to the cellar from the rear. Elevations are of brick construction set beneath a profile metal sheet covered roof. The site itself is 3,761 SQM (0.17 Acres). In its history is has been a Labour Club and a Sports and Social club.
Tenure	Advised Freehold- refer to legal pack for further information.



Possession	Vacant on completion
Notes	EPC rating: C. Lined plan is for purpose of identification only: refer to legal pack for true boundary.
Planning	The buildings may suit alternative uses subject to permission. The site is considered suitable for redevelopment again subject to permission. All interested parties are advised to make their own enquiries directly to the local planning department at St Helens Council: Website: www.sthelens.gov.uk , Email: planning@sthelens.gov.uk , Phone: 01744,456219
Viewing	Auction department 0161 443 4740



4 Sandown Street, Abbey Hey, Manchester M18 8SA

Two bedroom terrace property.

Directions	Off Vine Street, off Abbey Hey Lane
Accommodation	Ground floor: Hall, through lounge/dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - five year lease ending on 18/11/19 at £450 per month
Viewing	Viewings are available STRICTLY by appointment - 0161 443 4740



25 Lloyd Street South, Fallowfield, Manchester M14 7HS

Two bedroom end terrace property.

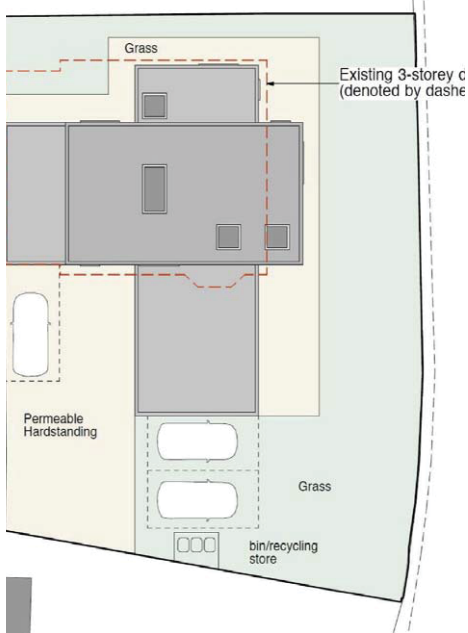
Directions	Off Wilbraham Road (A6010)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	To be sold subject to a tenancy - six month AST from 10/8/16 now periodic at £650 per month. The tenants are currently looking to move
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



21 Fir Street, Eccles, Manchester M30 0PY

Two bedroom terrace property

Directions	Off Lewis Street or Station Road, off Liverpool Road A57
Accommodation	Ground floor: Entrance, lounge, dining room, kitchen, cloakroom WC First floor: Landing, two bedrooms and bathroom. Exterior: Rear yard
Note	The property is in need of modernisation The typical rental income for this property and area is £575 - £600 PCM (once modernised)
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Building Plot, 13 Rivershill, Sale M33 6JS
Residential development opportunity on site circa 0.11 Acres

Directions	Rivershill is located off Glebelands Road off Cross Street (A56)
Overview	This is a unique opportunity after demolition of the existing three-storey dwelling to develop a four bedroom executive home of exceptional quality and design standards located in a popular residential location on the banks of the River Mersey. The submitted plans are for a contemporary home with substantial accommodation over two storeys which has been estimated by local estate agents to be worth circa £725,000 when constructed given prevalent market conditions.
Planning	Full planning has been passed for the erection of a replacement two storey dwelling following demolition of existing three-storey dwelling. All interested parties are advised to make their own enquiries directly to Trafford Planning Control, Sale Waterside, Sale, M33 7ZF, telephone 0161 912 3149 quoting reference 86208/FUL/15.
Notes	The map and plans are for purpose of illustration and identification only and must not be relied upon as being to scale nor are they an accurate plan of the boundaries. All parties must refer to the online legal pack for clarification. Plot with FULL planning permission, full architects drawings available including most of the construction drawings, most services already disconnected so ready to build!
Possession	Vacant on completion
Viewing	The site may be visible for open inspection and all interested parties are respectfully requested to respect the privacy of the neighbouring properties.



4 Lockwood Street, Longsight, Manchester M12 5TH

Two bedroom terrace property.

Directions	Off Bickerdike Avenue, off Stovell Avenue, off Matthews Lane, off Stockport Roas (A6)
Accommodation	Not inspected: Ground floor: Hall, lounge, dining room, kitchen, bathroom First floor: Two bedrooms Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	G
Possession	Tenanted - let on a five year lease from 25/3/15 at £500 per month
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



2 Brandram Road, Prestwich, Manchester M25 1HJ

Former shop with accommodation above.

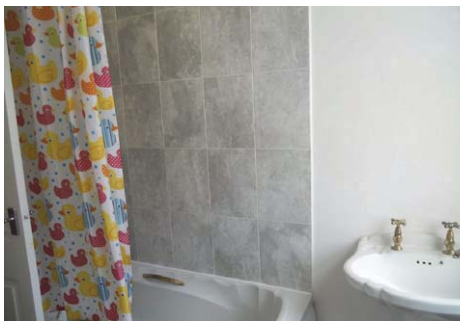
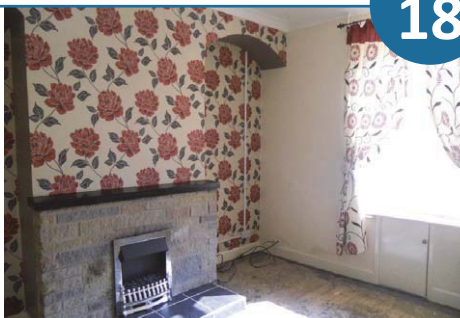
Directions	Off Heaton Street, off Heywood Road, off Scholes Lane A6064, off Bury New Road A56
Details	The property was formerly a mini-market and off-licence with owners accommodation over situated in a predominantly residential location.
Note	The premises are considered suitable for residential conversion or change of use subject to the relevant consents. All interested parties are advised to make their own enquiries directly to the local planning department at Bury Council. Historic planning consent was granted in 2008 for change of use of shop to shop and self contained flat with single storey rear extension. EPC rating E.
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



The Royal Oak, 11 High Street, Stockport SK1 1EG

Former public house in good condition, suitable for development STP.

Directions	Located at the top end of Middle Hillgate on High Street
Details	Ground floor: Entrance hallway, bar and snug, two rooms, separate WCs, kitchen, back storeroom. Inner lobby. Beer cellar First floor: Living room, kitchen, utility room, three bedrooms, bathroom. Exterior: Gates side access to ginnel, elevated patio to accommodation.
Notes	The property has has been recently re-roofed. VAT is applicable on the purchase price, unless it is the intention of the buyer to convert to residential- consult HMRC for advice. EPC rating D
Planning	The property is considered suitable for conversion and alternative uses subject to the necessary consents.
Possession	Vacant on completion.
Viewing	Auction department 0161 443 4740



98 Barnes Street, Clayton Le Moors, Accrington BB5 5PG
Two bedroom terrace property.

Directions	Off Pickup Street, off Whalley Road (A680)
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Close to Mercer Park
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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16 Ceylon Street, Newton Heath, Manchester M40 2EF

Two bedroom terrace property.

Directions	Off Erwin Street, off Oldham Road (A62)
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom off bedroom two Exterior: Rear yard
Note	Gas central heating and double glazing, cul-de-sac location, ideally located for public transport into Manchester and Oldham town centres
EPC Rating	On order
Possession	Tenanted on a periodic AST from 19/11/15 at £450 per month. The tenants have expressed a desire to stay
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

LOT
20

GUIDE PRICE: £65,000



76 Suffolk Street, Oldham OL9 7DH

Two bedroom quasi semi-detached property

Directions	Off Manchester Road A62
Accommodation	Ground floor: Hall/stairway, lounge, kitchen diner First floor: Landing, bedroom one with fitted wardrobes, bedroom two, bathroom Exterior: Front and rear gardens
Note	Gas central heating and double glazed windows Potential rental income of £500 - £550 PCM
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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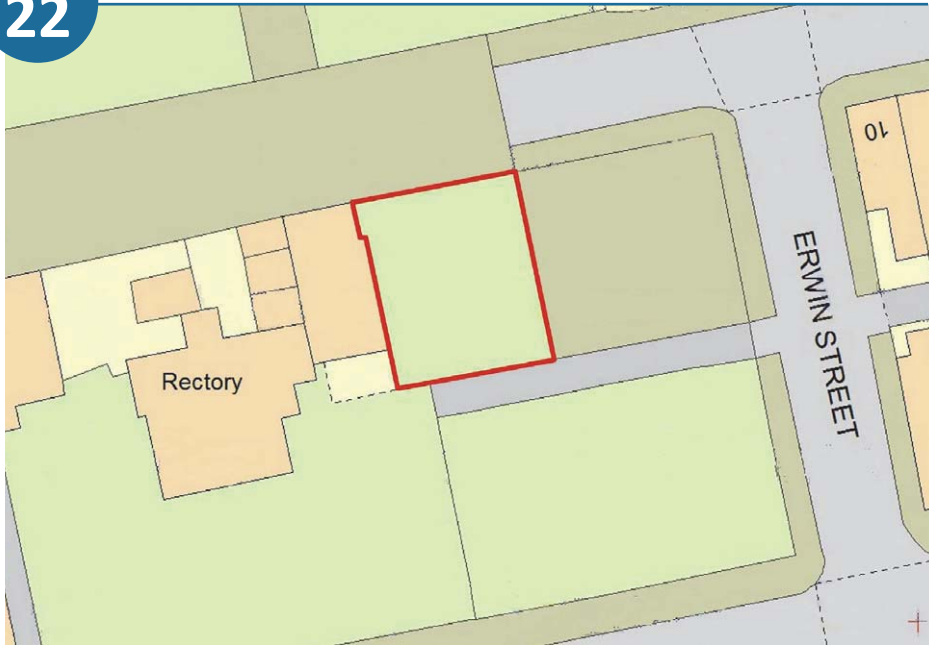
0161 443 4740



23 Chain Road, Blackley, Manchester M9 6GR

Three bedroom semi detached property.

Directions	Off Victoria Avenue (A6104) close to Rochdale Road which offers excellent public transport into both Manchester and Middleton as well as easy access to the M60
Accommodation	Ground floor: Hall, lounge, modern dining kitchen, ground floor wc First floor: Three bedrooms, shower room Exterior: Gardens to the front and rear, the rear not being overlooked
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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



7 Wrigley Head Crescent, Failsworth, Manchester M35 9BN
Two bedroom end terrace property.

Directions	Off Oldham Road (A62)
Accommodation	Ground floor: Lounge, dining kitchen with built in oven, hob and extractor, conservatory First floor: Two bedrooms, shower room Exterior: Garden to the rear
Note	Gas central heating and double glazing
EPC Rating	D
Possession	To be sold subject to a tenancy - twelve month AST from 22/6/16 at £500 per month. The tenants have expressed a desire to stay
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



12 Emma Street, Accrington BB5 1SW

Two bedroom terrace property overlooking woodland.

Directions	Off Princess Street, off Blackburn Road (A679)
Accommodation	Ground floor: Lounge, dining kitchen, WC First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Pleasant location opposite Hyndburn Leisure Centre and parkland
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
24A

GUIDE PRICE: £48,000+



26 Ryeburne Street, Greenacres, Oldham OL4 2BP

Two bedroom terrace property

Directions	Off Huddersfield Road A62
Accommodation	Ground floor: Lounge, dining room/area, kitchen First floor: Landing, two bedrooms and 'Jack and Jill' bathroom 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



25 Pilkington Street, Middleton, Manchester M24 2JH
Two bedroom terrace property.

Directions	Off Hilton Fold Lane, off Oldham Road (A669)
Accommodation	Ground floor: Lounge, dining kitchen with built extractor and french doors to garden First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	D
Possession	To be sold subject to a tenancy - periodic AST from 10/2/16 at £500 per month
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



18 Valley Mill, Cottonfields, Eagley, Bolton BL7 9DY

Four bedroom Duplex Apartment

Directions	Valley Mill is located on Cottonfields off Threadfold Way, off Eagley Way, off Blackburn Road A666
Accommodation	Communal entrance and hallway Split level accommodation: Top level: Entrance hallway, shower room, bedroom Mid Level: Half landing leads down to bedroom, bathroom, open plan lounge and dining area with doors opening onto garden, fitted kitchen, Lower level: Two bedrooms Exterior: Enclosed 'L' shaped garden with gated access. Designated residents parking
Note	Double glazed windows and electric storage heaters The property is ready to let



Location	The apartment is located within the prestigious and highly regarded Cottonfields development. Being within walking distance to local amenities, pubs, schools and transport networks
EPC Rating	On order
Possession	Vacant on completion
Rental Investment	The potential rental income for this property will be in the region of £1000 PCM
Viewing	Auction Department 0161 443 4740

LOT
27

GUIDE PRICE: £47,000+



46 Rydal Street, Leigh WN7 4DR

Two bedroom terrace property.

Directions	Off Twist Lane (A578). Due to the one-way system, access is via the streets to either side
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



50 Brocksby Chase, Bolton BL1 2JH

Three bedroom semi detached property.

Directions	Off Prince Street, off Higher Bridge Street (B6206), off Blackburn Road (A666)
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen, utility and WC First floor: Three bedrooms, bathroom Exterior: Long driveway, garden to rear
Note	Gas central heating and double glazing. Central Bolton location, close to amenities and transport links
EPC Rating	C
Possession	To be sold subject to a tenancy - periodic AST from 12/5/13 at £500 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



34 Brocksby Chase, Bolton BL1 2JH

Three bedroom townhouse.

Directions	Off Prince Street, off Higher Bridge Street (B6206), off Blackburn Road (A666)
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen, utility and WC First floor: Three bedrooms, bathroom Exterior: Long driveway, garden to rear
Note	Gas central heating and double glazing. Central Bolton location, close to amenities and transport links
EPC Rating	C
Possession	To be sold subject to a tenancy - periodic AST from 15/11/14 at £525 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



32 Brocksby Chase, Bolton BL1 2JH

Three bedroom end townhouse.

Directions	Off Prince Street, off Higher Bridge Street (B6206), off Blackburn Road (A666)
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen, utility and WC First floor: Three bedrooms, bathroom Exterior: Long driveway, garden to rear
Note	Gas central heating and double glazing. Central Bolton location, close to amenities and transport links
EPC Rating	C
Possession	To be sold subject to a tenancy - periodic AST from 11/2/15 at £450 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



4 Callthorpe Close, Bolton BL1 2JZ

Two bedroom semi detached bungalow.

Directions	Off Brocksby Chase, off Prince Street, off Higher Bridge Street (B6206), off Blackburn Road (A666)
Accommodation	Not inspected: Ground floor: Lounge, kitchen, two bedrooms, bathroom Exterior: Driveway, garden to rear
Note	Gas central heating and double glazing. Central Bolton location, close to amenities and transport links
EPC Rating	C
Possession	To be sold subject to a tenancy - periodic AST from 21/11/08 at £475 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



Flat 10, 135 Dickenson Road, Rusholme, Manchester M14 5HZ

Two bedroom ground floor flat.

Directions	Turn off Dickenson Road (A6010) into Conyngham Road where the property can be found on the right hand side
Accommodation	Not inspected: Ground floor: Hall, lounge/diner/kitchen area with built in electric oven, gas hob, extractor hood, fridge and freezer, two bedrooms, bathroom Exterior: Allocated parking space and communal grounds
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - let on a five year lease from 4/8/15 at £525 per calendar month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



16 Valley Mill, Cottonfields, Eagley, Bolton BL7 9DY

Three bedroom Duplex Apartment

Directions	Valley Mill is located on Cottonfields off Threadfold Way, off Eagley Way, off Blackburn Road A666
Accommodation	Communal entrance and hallway Split level accommodation: Top level: Entrance hallway, family bathroom, mezzanine level bedroom/office, Mid Level: Half landing leads down to the master bedroom, open plan lounge and dining area with doors opening onto garden, fitted kitchen, Lower level: Wet room, bedroom Exterior: Enclosed garden with gated access. Designated residents parking
Note	Double glazed windows and electric storage heaters The property is ready to let. Minimal work required



Location	The apartment is located within the prestigious and highly regarded Cottonfields development. Being within walking distance to local amenities, pubs, schools and transport networks
EPC Rating	D
Possession	Vacant on completion
Rental Investment	The potential rental income for this property will be in the region of £850 - £950 PCM
Viewing	Auction Department 0161 443 4740



Unit G, Enterprise Trading Estate, Guinness Road, Trafford Park, Manchester M17 1SG
Light industrial/warehouse with offices and parking, circa 2,700 sq ft.

Directions	Located on the North side of Guinness Road close to the roundabout for Centenary Way (A576)
Details	Ground floor: Entrance, Warehouse, WCs, office. First floor: well appointed office spaces, kitchen. Externally: On site car parking with palisade fence perimeter.
Notes	NIA circa 2,700 SQFT (250 SQM) Tenure: Freehold (please check legal pack for full clarification). Estimated rental value circa £18,000 per annum. The property is subject to VAT. Rateable value £14,000 PA.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740





23 Victoria Road, Platt Bridge, Wigan WN2 5DJ

Three bedroom end terrace property.

Directions Off Miller's Lane, off Warrington Road (A58)

Accommodation Ground floor: Lounge, kitchen, bathroom
First floor: Three bedrooms
Exterior: Rear yard, garage in separate block to rear

Note Gas central heating and double glazing

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



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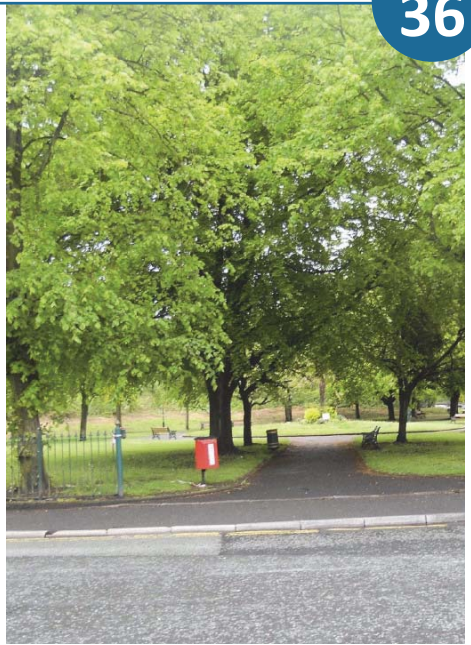
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130 Church Street West, Radcliffe, Manchester M26 2BY
Three bedroom end terrace property.

Directions From Spring Lane, turn into Rectory bearing right into Church Street West where the property is on the left hand side

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

Note Double glazing. Pleasant location overlooking The Festival Gardens

EPC Rating On order

Possession To be sold subject to a tenancy - periodic AST from 30/3/09 at £114.84

Viewing Strictly external viewing only; the tenants are not to be disturbed



3 Maple Avenue, Chorlton, Manchester M21 8BD

Detached property in three flats.

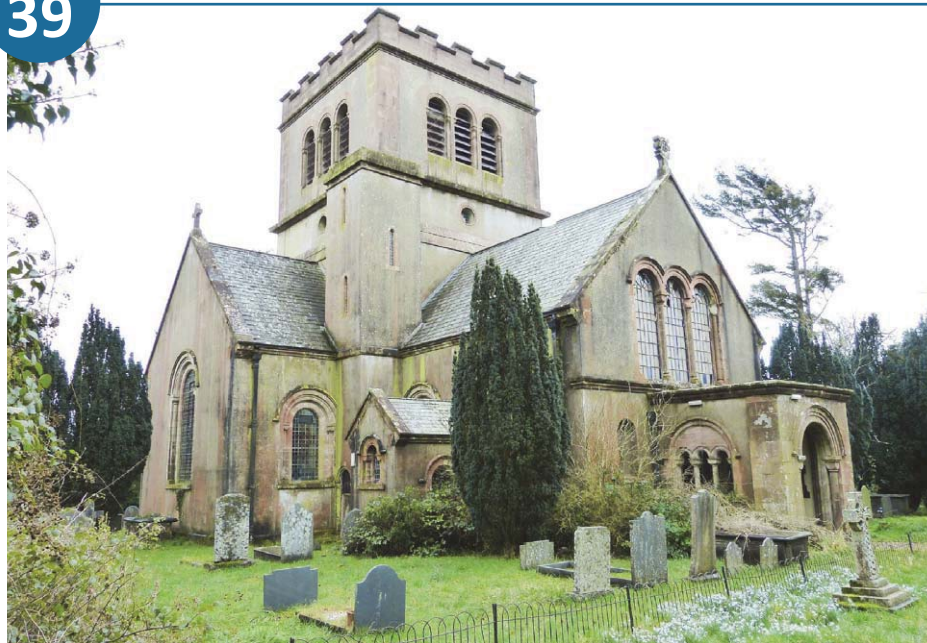
Directions	Directly off Barlow Moor Road in the centre of Chorlton
Accommodation	Basement: Suitable for conversion to Flat 4 subject to the usual planning consents Ground floor: Entrance porch, hall. Flat 1 - lounge, kitchen, two bedrooms, bathroom First floor: Flat 2 - lounge, kitchen, two bedrooms, bathroom Second floor: Flat 3 - lounge, kitchen, bedroom, bathroom Exterior: Gardens to the front and rear. There is also access for off road parking to the rear
Note	Separate gas central heating with individual boilers and meters. Some double glazing. Cul-de-sac location. Well placed for accessing the extensive range of bistros, bars and other eateries available
EPC Ratings	All three flats are rated D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



8 Ramsgate Road, Reddish, Stockport SK5 6TN

Semi detached property pp for detached house in the grounds.

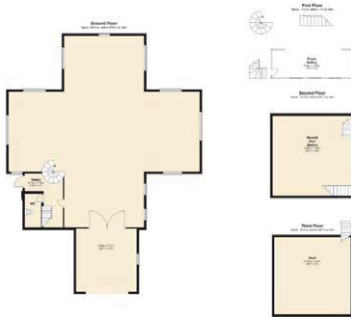
Directions	From Reddish Road (B6197) turn into Reddish Vale Road, left into Lambeth Road and right into Ramsgate Road
Accommodation	Ground floor: Entrance porch, hall, lounge, dining kitchen, conservatory First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, driveway
Note	Gas central heating and double glazing, partially renovated. Cul-de-sac location. Planning was granted on 9/2/17 for a detached house to be erected at the side of the property; Planning Application Number DC/063190
EPC Rating	D
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. Only the property is being sold, the graveyard is not included. 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
40

GUIDE PRICE: £95,000+



112a Hall Street, Offerton, Stockport SK1 4HE

Two/three bedroom semi detached property.

Directions	On the main A626
Accommodation	Lower ground floor: Lounge/bedroom three, dining kitchen, bathroom Ground floor: Spacious open plan lounge/dining room, modern kitchen First floor: Two bedrooms - one with built in shower cubicle, bathroom Attic room: With velux window Exterior: Rear yard with fire escape from the house
Note	Gas central heating and double glazing. Deceptively spacious accommodation. Interior photographs taken before start of tenancy
EPC Rating	E
Possession	To be sold subject to a tenancy - periodic from 1/9/14 at £650 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



9 Driffield Street, Rusholme, Manchester M14 7HZ

Two bedroom terrace property.

Directions	Located off Lloyd Street South close to junction with Claremont Road
Accommodation	Ground floor: Living room, dining kitchen First floor: Two bedrooms, bathroom Exterior: Yard to rear
Notes	Double glazing, central heating
EPC rating	D
Possession	Tenanted on AST agreement from 21st November 2015, holding over, rent £575 PCM
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



33b Peel Street, Padiham, Burnley BB12 8RP

Two bedroom end terrace property.

Directions Off Pendle Street, off Burnley Road (A671)

Accommodation Ground floor: Lounge/dining room kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Gas central heating and double glazing

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



46 Earl Street, Wigan WN1 2BW

Residential Investment arranged into 5 studio rooms

Directions	Off Wrightington Street, off Bridgeman Terrace B5376
Accommodation	Ground floor: Entrance hall, shared kitchen, studio 1 and 2 with en-suites First floor: Landing, studio's 3, 4 and 5 with en-suites Exterior: Garden fronted and yard to rear.
Note	Gas central heating and double glazed windows Fully let the property provides £21,000 plus per annum providing a 14% return
EPC Rating	C
Possession	Tenanted - More information will be available within the legal pack
Viewing	Auction Department 0161 443 4740

LOT
44

GUIDE PRICE: £50,000+



282 Moor Road, Chorley PR7 2NG

Takeaway premises with accommodation over.

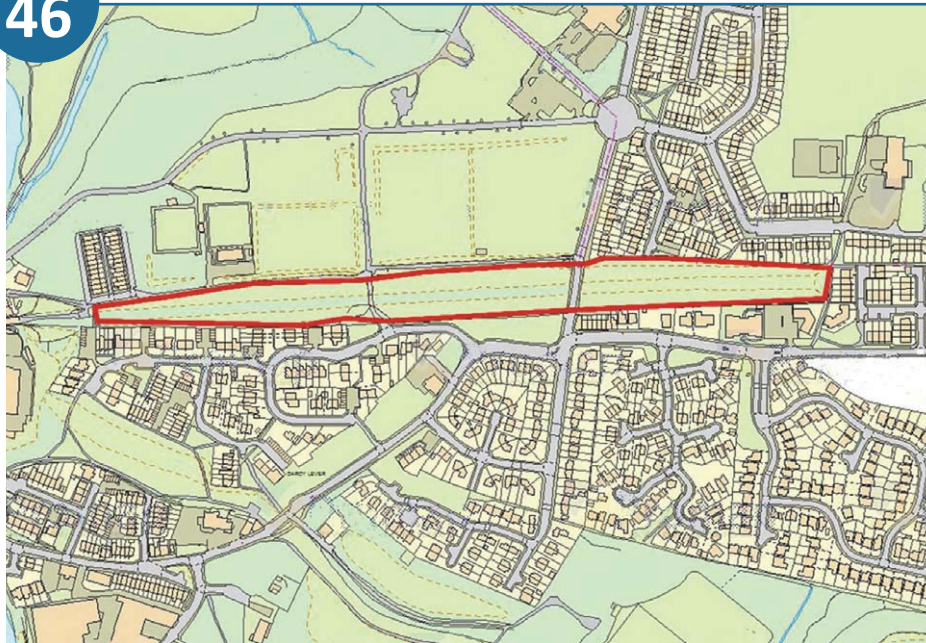
Directions	Located on Moor Road (B5251) on corner of Brancker Street
Details	Ground floor: Takeaway sales counter, rear kitchen, prep room, storage room. First floor: Landing, two rooms, bathroom. Exterior: Small rear yard with two outhouses. GIA 80 SQM (860 SQ FT)
Notes	The lot is to be sold "as is" with fixtures and fittings included. The premises are still trading. We are selling the building only. EPC rating: E. Rateable value: £2,370 PA. The property may suit conversion to a residential dwelling subject to planning.
Possession	Vacant on completion (F&F remaining)
Viewing	Strictly by appointment only: Auction department 0161 443 4740



78 Lewin Street, Middlewich CW10 9AS

Two bedroom terrace property

Directions	The property is located at the top end of Lewin Street A533, off Kinderton Street A54
Accommodation	Ground floor: Lounge, kitchen, shower room First floor: Landing, two bedrooms Exterior: Rear garden
Note	Double glazed windows The average rental income for a 2 bed room terrace in this area is circa £500 PCM
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Land, Long Lane, Darcy Lever, Bolton BL2 6EX

Residential development site extending to circa 6.8 Acres (2.75 Hectares).

Directions	The site is located to two sides of Long Lane near to Radcliffe Road (B6209)
Details	TO BE SOLD ON BEHALF OF THE FIXED CHARGE RECEIVERS The lot comprises rectangular parcels of land under one title that considered suitable for residential development located 1.3 miles (2.2 KM) from the main town centre in a predominantly residential area close to major A roads and the motorway network.
Planning	At this present date there are no existing planning consents, however there have been historic applications that can be seen via the Bolton Council website. Prices for terrace property in the area are circa £100,000 according to Land Registry data
Tenure	Freehold
Possession	Vacant on completion
Viewing	Open site

GUIDE PRICE: £230,000 - £250,000

**LOT
47**



1B Bolton Road, Farnworth, Bolton BL4 7JU

Eight bedroom licenced HMO

Directions	Located on Bolton Road A6053 just before the traffic lights from Manchester Road A575 and Loxham Street A6053
Accommodation	Ground floor: Hall, bedroom 1 and 2, kitchen, utility First floor: Landing, bedroom 3, 4 and 5, bathroom and separate shower room Basement: Hall, bedrooms 6, 7 and 8, separate WC Exterior: Garden fronted and rear yard
Note	Gas central heating and double glazed windows Fully let the property provides £38,000 plus per annum providing 16% return
EPC Rating	D
Possession	Tenanted - More information will be available within the legal pack
Viewing	Auction Department 0161 443 4740

LOT
48

GUIDE PRICE: £175,000+



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

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0161 443 4740



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

LOT
50

GUIDE PRICE: £85,000+



93 Lowfield Road, Shaw Heath, Stockport SK3 8JR

Two bedroom terrace property

Directions	Off Wellington Road South A6
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Landing, two bedroom and bathroom Cellar: Single chamber Exterior: Garden fronted and rear garden
Note	Gas central heating and double glazed windows
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



435 Oldham Road, Middleton, Manchester M24 2DH

Three bedroom semi-detached in need of full renovation

Directions	Located on Oldham Road A669 west of Mills Hill Railway Station
Accommodation	Not inspected by Edward Mellor. We have been advised the property comprises: Ground floor: Porch, lounge, dining room, kitchen First floor: Three bedrooms and bathroom Exterior: Garden fronted and garden to the rear
Note	CASH BUYERS only due to the condition of the property Within walking distance to Mills Hill Railway Station. Only 2.5 miles away from the M60 J19 and approx 1 mile from Middleton Town Centre
EPC Rating	Exempt
Possession	Vacant on completion
Viewing	External viewings only due to the condition of the property



8 Worcester Road, Cheadle Hulme, Cheadle SK8 5NW

Two bedroom first floor apartment.

Directions	Off Buckingham Road, off Queens Road, which is off Albert Road/Ladybridge Road
Accommodation	Ground floor: Communal hall First floor: The flat itself comprises: hall, open plan lounge/dining room, modern re-fitted kitchen, two bedrooms, bathroom Exterior: Garage, communal parking & gardens
Note	Electric heating and double glazing. Conveniently located within walking distance of local schools, shops and transport links. It also lies in the catchment area for the reputable Oak Tree Primary School and Elm Cottage Day Nursery
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



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, 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. Guide price reduced by £25,000.
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	Viewings are available STRICTLY by appointment only; call 0161 443 4740

LOT
54

GUIDE PRICE: £72,000+



223 Ainsworth Lane, Bolton BL2 20Q

Three bedroom terrace property.

Directions	On main Ainsworth Road (B6208)
Accommodation	Not inspected: Ground floor: Entrance vestibule, lounge, dining kitchen, sun room First floor: Three bedrooms, bathroom. Access to loft room Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted on a twelve month AST from 22/2/17 at £500 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



18 Green Leach Avenue, St Helens WA11 9LS

Three bedroom semi detached property.

Directions	Off Green Leach Lane (A571) opposite Haresfinch Park
Accommodation	Not inspected: Ground floor: Porch, hall, open plan lounge/dining room with access to garden, kitchen First floor: Three bedrooms, bathroom Exterior: Large garden to rear
Note	Gas central heating (no boiler) and double glazing
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
56

GUIDE PRICE: £35,000+



73 Goodison Road, Liverpool L4 4EN

Two bedroom terrace property

Directions Off Spellow Lane, off Walton Lane or off County Road A59

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

Note Gas central heating and double glazed windows
Potential rental income of £400 PCM

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



12 Conwy Drive, Liverpool L6 5JP

Two bedroom first floor flat

Directions	Off Whitefield Road, off Belmont Road A5089
Accommodation	Ground floor: Entrance hall/stairway to:- First floor: Landing with storage cupboard, lounge, kitchen, two bedrooms and bathroom
Note	Gas central heating and double glazed windows Potential rental income of £350 PCM and ready to let
EPC Rating	C
Possession	Vacant on completion
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



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Contact – **Peter Robinson**

Peter Robinson & Co.
Property Lawyers
27 Queen Street, Oldham OL1 1RD
Tel: 0161 678 7996
Fax: 0161 627 3177
Email: peter@conveyancingoldham.co.uk



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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

LOT
60

GUIDE PRICE: £88,000+



206 Melrose Apartments, 159 Hathersage Road, Rusholme, Manchester M13 0HX

One bedroom second floor apartment.

Directions	Off Oxford Road (B5117). Situated directly opposite Manchester Royal Infirmary, close to Whitworth Park, Art Gallery and Wilmslow Road and within walking distance to the University Of Manchester
Accommodation	Ground floor: Communal hall and post boxes, stairs and three lifts to all floors First floor: Hall, lounge, kitchen, bedroom, bathroom Exterior: Well maintained communal lawns and borders
Note	Electric heating and double glazing. Modern 1999 development consisting of 91 apartments and featuring communal residents gymnasium and communal laundry facilities. There are allocated parking spaces which are sometimes available to rent. Interior photographs taken prior to the tenant vacating
EPC Rating	C
Possession	To be sold with vacant possession
Viewing	Viewings are available; call 0161 443 4740



121-137 Greenside Lane, Droylsden, Manchester M43 7UT

Former garage car sales site considered suitable for development STP.

Directions	The site is located on Greenside Lane, opposite Greenheys.
Details	The site extends to circa 433 SQM in total (0.1 Acre) and front Greenside Lane. There is a small office and workshop there currently which are 45 SQM (495 SQFT). The site is enclosed by fencing to all sides and has been used for vehicle sales in the past.
Notes	The site is considered suitable for residential development and all interested parties are advised to consult with the local planning team directly at Tameside Council. Rateable value (current) £8,000
EPC rating	Exempt
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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1a Tower Grove, Leigh WN7 2TZ

One bedroom first floor apartment.

Directions	Tower Grove off Royal Drive, off Coronation Drive, 1.7 miles from the A580 East Lancs Road
Accommodation	Ground floor: Doorway to accommodation. First floor: Hallway, living room, kitchen, bedroom, bathroom. Exterior: Communal front and rear gardens.
Notes:	EPC rating: C. Flat is circa 45 SQM (484 SQ FT). Service charge circa £43.00 per month- please refer to legal pack for clarification. Gas central heating, double glazing
Possession	Tenanted: AST. Housing benefits paid £230.38 per calendar month. Some arrears. Refer to legal pack for full tenancy information.
Viewings	Viewings may be available in conjunction with the tenant: Please contact the Auction department to register: 0161 443 4740

LOT
63

GUIDE PRICE: £82,000+



18 Peel Street, Hyde SK14 5PE

Two bedroom terrace property.

Directions	Off Stockport Road (B6468) between Lumn Road and Knight Street
Accommodation	Ground floor: Lounge, dining kitchen, conservatory First floor: Two bedrooms, bathroom Exterior: Paved and terraced rear garden
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. The tenants have expressed a desire to remain
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740



44 Sand Street, Stalybridge SK15 1UJ

Three bedroom terrace property

Directions	Off Hollins Street, off High Street B6175
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Landing, three bedrooms, bathroom Exterior: Rear garden
Note	An extended three bedroom terrace property with rear garden. The property is in need of renovation and ideal for developer or first time buyer
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 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



81 Charlestown Road, Blackley, Manchester M9 7AD

Three bedroom quasi semi-detached property

Directions	Charlestown Road is off Rochdale Road A664
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms and bathroom Exterior: Garden to front and large garden to rear
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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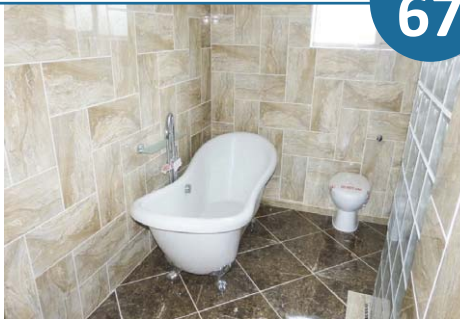


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Buy-to-let Mortgage expert at the auction.



23 Castle Hall View, Stalybridge SK15 2DY

Two bedroom upper floor flat in need of some repair.

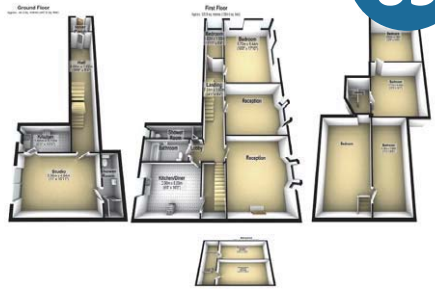
Directions	Located off Grasscroft Road, Off Forester Drive
Accommodation	Ground floor: communal entrance to rear, covered staircase to third floor. Doorway, stairs to fourth floor accommodation comprising large landing, open plan living room and kitchen, two bedrooms, refitted bathroom. Exterior- Communal car parking to rear
Notes	The property is suited to cash buyers only due to structural alterations undertaken by previous owner. EPC rating C. Double glazing, central heating. Please note that the services have been turned off.
Possession	Vacant on completion, the property is to be sold "as-is" and is bought as seen.
Viewing	Auction department 0161 443 4740



313 Moston Lane, Moston, Manchester M40 9NL

Vacant shop with self contained accommodation on busy high street.

Directions	Located on Moston Lane between Bute Street and Arran Street, close to pedestrian crossing.
Details	Ground floor: Sales area, rear room, kitchen area. Yard space, outside storage and WC. GIA 48 SQM (515 SQFT) First floor: Self-contained, living room, bedroom, kitchen, bathroom.
Notes	The property requires refurbishment throughout and is suited to cash buyers only. Roller shutters over windows and door. EPC: On order. The premises may suit alternative uses subject to consent. Rateable Value £7,500 per annum.
Possession	Vacant on completion
Viewing	Auction department: 0161 443 4740



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

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.

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

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

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

A5 THE CONTRACT

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

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

A5.3 YOU must, before leaving the AUCTION:

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

(b) sign the completed SALE MEMORANDUM; and

(c) pay the deposit.

A5.4 If YOU do not WE may either

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

(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

General Conditions of Sale

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

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

G1 THE LOT

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

made them;

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

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

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

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

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

G1.9 The BUYER buys with full knowledge of

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

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

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

G2 DEPOSIT

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

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

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

G2.2 THE DEPOSIT

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

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

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

bring a claim against the BUYER for breach of contract.

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

G3 BETWEEN CONTRACT AND COMPLETION

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

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

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

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

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

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

G4 TITLE AND IDENTITY

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

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

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

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

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

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

- (i) the application for certification of title made to the land registry;
- (ii) the DOCUMENTS accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry, and to instruct the land registry to send the completed registration documents to the BUYER.

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

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

- (a) The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection: these are to be treated as within the actual knowledge of the BUYER; and
- (b) The covenant set out in Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

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

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

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

G5 TRANSFER

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

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

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

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

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

G6 COMPLETION

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

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

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

- (a) direct transfer to the SELLER'S conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder or agent for the SELLER.

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

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

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

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

G7 NOTICE TO COMPLETE

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

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

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

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

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

G9.5 The BUYER must:

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

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

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

G10 INTEREST AND APPORTIONMENTS

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

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

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

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

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

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

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

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

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

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

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

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

SPECIAL CONDITIONS:

(a) so state; or

(b) give no details of any ARREARS

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

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

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

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

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

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

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

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

G12 MANAGEMENT

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

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

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

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

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

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

G13 RENT DEPOSITS

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

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

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

assignment in which the BUYER covenants with the SELLER to:

- (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

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

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

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state:

- (a) The SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that:

- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
- (b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and
- (d) it is not buying the LOT as a nominee for another person.

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

- (a) of the BUYER'S VAT registration;
- (b) that the BUYER has made a VAT OPTION; and

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

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

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

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

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

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

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

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

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

G16 CAPITAL ALLOWANCES

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

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

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

G16.4 The SELLER and BUYER agree:

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

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

G17 MAINTENANCE AGREEMENTS

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

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

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

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

G19.5 Where relevant:

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

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

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

G20 TUPE

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

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

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

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

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

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

G21 ENVIRONMENTAL

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

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

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

G22 SERVICE CHARGE

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

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

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

(a) service charge expenditure attributable to each TENANCY;

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

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

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

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

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

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

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

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

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

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

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

G23 RENT REVIEWS

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

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

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

G23.4 The SELLER must promptly:

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

(b) use all reasonable endeavours to

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

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

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

G25 WARRANTIES

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

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

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

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

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

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

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

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

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

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

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

(a) apply for registration of the transfer;

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

How to find us

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Scan for
directions



Openwork.

