

EDWARD
mellor
AUCTION



WEDNESDAY 25 OCTOBER 2017

REGISTRATION - 12 NOON

SALE - 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
25th October	4th October
6 th December	15 th November

THE AUCTION ROOM

AJ BELL STADIUM

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

☎ 0844 844 8400



DIRECTIONS



BY CAR

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



BY BUS

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



BY TRAIN

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



BY TRAM

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

USING SAT NAV?

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



M30 7LJ



Nick Green
Auctioneer

A warm welcome from Edward Mellor

"Wow, what a busy auction room we had in September! Some of the prices achieved were beyond belief, proving that the auction attracts very keen bidders looking to buy investments and property to live in, knowing that once the hammer has fallen that it is theirs and they can start planning their moves.

We have some great properties in the October Auction that will appeal to every type of buyer out there. We have a two bedroom cottage in Woodley which will appeal to the first time buyer or investor with a projected return of £650 every month. It also occupies a lovely location and is sure to cause a stir!

We sell commercial properties too, including mixed use investments. A particular one to note is a great retail unit in Hyde on Water Street which has lapsed planning for two retail units and two flats above. You will not believe the amount of people driving past this and parking near it! It's a great multi-faceted opportunity.

Remember, the last sale of the year is to be held on December 6th and we have already listed properties for that date. Don't be late and speak to us to get your property entered into the last auction of the year, so you can have some money coming in at the beginning of January to get your new year off to a fresh start.

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!

0161 443 4740

edwardmellor.co.uk

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!

MARK LAWSON



I have been working in the Auction team for just over two years and coming from a traditional estate agency background I find the Auction process to be a much more rewarding and exciting way to sell properties for buyers and sellers.

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.

BRENT SHORE



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!

0161 443 4740

auction@edwardmellor.co.uk

 @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 a member of staff so that we can contact you 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 £996.00 (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

"Thanks so much for all your advice and help. I've found you to be very professional and knowledgeable with regards to the auction of my property. I really appreciate how you have kept me informed of all the viewings and offers made. I have another property that I will be putting to auction after Christmas and I will definitely go through you."

Mrs. Ratchford, Auction Vendor

"It's been a long time since I have come across a company or organisation as efficient, friendly and helpful as yourselves."

Mr. Ebbrell, Auction Vendor

"Just wanted to say a massive thank you for selling Hilton Lane in the auction. The service provided is always great and it's a pleasure dealing with everyone at Edward Mellor auctions. Everyone is so friendly, helpful and professional and I would not hesitate to recommend you"

Mr. Duncalf
Auction Vendor



Order of sale

LOT	AREA	ADDRESS	DESCRIPTION
1	Salford	7 Gainsborough Street	Three bedroom terrace property.
2	Rusholme	34 Lowthorpe Street	Two bedroom terrace property.
3	Delamere Park	27 Newhaven Avenue	Three bedroom semi detached property.
4	Mossley	4 Sydney Street	Two bedroom terrace property.
5	Oldham	3 Lune Street	Three bedroom terrace property.
6	Blackley	2 Et 2a Russet Road	End terrace property in two well appointed self contained flats.
7	Great Moor	67 Islington Road	Two bedroom semi detached property.
8	Clayton	18 Arbroath Street	Three bedroom terrace property.
9	Woodley	3 Chorlton Fold	Two bedroom cottage.
10	Stretford	Garages, Park Road	Block of 6 garages on plot circa 0.11 Acres, may suit development STP.
11	Radcliffe	33 Spring Lane	End terrace property in two flats.
12	Bolton	16 Webster Street	Two bedroom terrace property.
13	Oldham	7 Columbia Street	Two bedroom end terrace property.
14	Ashton-under-Lyne	Former Independent Methodist Church	Former Church with planning for 8 No. flats, may suit alternatives STP.
15	Macclesfield	40 Oxford Road	Two bedroom semi-detached property.
16	Macclesfield	42 Oxford Road	One bedroom semi-detached property.
17	Salford	345 Lower Broughton Road	Separate retail unit and self contained three bedroom flat.
18	Stretford	Garages, Portland Road	Block of 4 garages on plot circa 129 SQM, may suit development STP.
19	Congleton	23 Buxton Road	Five bedroom end terrace property.
20	Buxton	109 Fairfield Road	Three bedroom terrace property.
20a	Abbey Hey	12 Fowler Avenue	Three bedroom semi detached property.
21	Prestwich	Meadow Barn	Five bedroom property in semi rural location.
22	St Helens	193 Et 193A Parr Stocks Road	Terrace property split into two flats.
23	Wigan	70 Victoria Road	Three bedroom end terrace property.
24	Middleton	78 Rochdale Road	Three bedroom terrace property.
25	Reddish	52 Gorton Road	Retail premises with basement and self contained three bedroom flat above.
26	Droylsden	398 Edge Lane	Three bedroom townhouse.
27	Accrington	24 Hopwood Street	Two bedroom terrace property.
28	Bowdon	4 Dunham Mews	Two bedroom, two bathroom new build apartment.
29	Westhoughton	73 Church Street	Mixed use investment in one shop and three self contained flats.
30	St Helens	46 Morris Street	Two bedroom terrace property.
30a	Stockport	Site at, 101-107 Buxton Road	Site with full planning permission for 10 new build apartments with parking.
30b	Oldham	76 Suffolk Street	Two bedroom quasi semi-detached property.
30c	Rochdale	Moorside Farm	Stone built farmhouse set in 15 acres.
30d	Blackpool	3 Holroyd Court	One bedroom ground floor retirement apartment.

LOT	AREA	ADDRESS	DESCRIPTION
31	Liverpool	8 Primrose Court	Two bedroom semi detached property.
32	Blackburn	54 St Huberts Street	Two bedroom terrace property.
33	Chadderton	403 Middleton Road	Former public house suitable for change of use STP.
34	Levenshulme	133 Broom Lane	250 sq m (2,690 sq ft) Storage and warehouse with stunning flat over.
35	Rawtenstall	12 St James Row	One bedroom end terrace.
36	Ashton-under-Lyne	Lock Ups, Hillside Crescent	10 garages in secure palisade fenced yard- outline PP for three dwellings.
37	Bacup	17 Inkerman Street	Three bedroom terrace property set over three floors.
38	Leigh	22 Edna Road	Two bedroom semi-detached property.
39	Chapel-en-le-frith	Carlton House, 7 Market Place	Mixed use investment with two shops, three flats, shops and 1 flat tenanted.
40	Marple Bridge	33 Town Street	Two bedroom semi-detached property set over three floors.
41	Failsworth	18 Woodlands	Three bedroom semi detached property.
42	Hyde	31 Water Street	100 SQM retail premises suitable for change of use/development STP.
43	Sharston	277 Altrincham Road	Four bedroom semi detached property.
44	Eccles	Diamond XX, 212 Liverpool Road	Public house in established position in predominantly residential location.
45	Stalybridge	68 Stamford Street	Two bedroom terrace property.
46	Withington	10 Ebnall Walk	One bedroom first floor flat.
47	Moss Side	145-151 Princess Road	Ground floor only retail unit sold subject to 10 year commercial lease.
48	Failsworth	58 Old Road	Two bedroom terrace property with study/office.
49	Bolton	754 Bury Road	Three bedroom detached property on large corner plot with development potential.
50	Oldham	52 Hathershaw Lane	Two bedroom terrace property.
50a	Gorton	102 Reddish Lane	Two bedroom terrace property.
51	Withington	Land to Side of 555 Princess Road	Parcel of land with permission to build single detached dwelling.
52	Openshaw	117 Harley Street	Five bedroom terrace HMO.
53	Winton	337-339 Worsley Road	Double fronted property with upper parts- suitable for alternative uses STP.
54	Openshaw	107 Harley Street	Four bedroom end terrace HMO.
55	Eccles	Flat 3, 49-51 Half Edge Lane	Two bedroom first floor flat.
56	Cheadle Heath	192 Stockport Road	Semi detached property in two self-contained flats.
57	Cheadle Heath	188 Stockport Road	Semi detached property in two self-contained flats.
58	Irlam	25 Et 27 Chapel Road	Pair of three bedroom semi-detached properties in need of development.
59	Rochdale	26 Count Street	Two bedroom terrace property.

LOT
1

GUIDE PRICE: £135,000+



7 Gainsborough Street, Salford M7 4AL

Three bedroom terrace property.

Directions	Directly off Leicester Road (A576)
Accommodation	Ground floor: Entrance hall, lounge, dining room, large modern kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard with artificial lawn
Note	Gas central heating and double glazing. Renovated to a high standard. Potential HMO
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



34 Lowthorpe Street, Rusholme, Manchester M14 7WP
Two bedroom terrace property.

Directions Off Maine Road, off Claremont Road which runs between Princess Road (A5103) and Wilmslow Road (A6010)

Accommodation Not inspected but reported by the seller to be:
Ground floor: Open plan lounge/dining room, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Gas central heating and double glazing. Interior photograph provided by the seller

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

LOT
3

GUIDE PRICE: £95,000+



27 Newhaven Avenue, Delamere Park, Manchester M11 1HU

Three bedroom semi detached property.

Directions	Off Ashbrook Street, off Ashton Old Road (A635)
Accommodation	Ground floor: Entrance hall, open plan lounge/diner and kitchen First floor: Three bedrooms, bathroom Exterior: Driveway, lawns and flower beds. Detached garage with metal electronic up and over door and access to the rear garden
Note	Gas central heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd. Located in the popular Delamere Park area close to local shops, schools and transport links and also within walking distance of Fairfield train station
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



4 Sydney Street, Mossley, Ashton-under-lyne OL5 9PG

Two bedroom terrace property

Directions	Off Clarendon Road, off Staley Road, off Huddersfield Road B6175
Accommodation	Ground floor: Lounge, kitchen First floor: Landing, two bedrooms and bathroom Cellar: One chamber Exterior: Garden to the front and rear yard
Note	Gas central heating and double glazed windows CASH BUYERS only
EPC Rating	G
Possession	Tenanted - Let on a periodic AST providing £450 PCM - Pleaser refer to legal pack for further information
Viewing	Auction Department 0161 443 4740

LOT
5

GUIDE PRICE: £45,000



3 Lune Street, Oldham OL8 1BP

Three bedroom terrace property

Directions Off Wilson Street, off Copster Hill Road, off Ashton Road A627

Accommodation Ground floor: Lounge, dining room, kitchen
First floor: landing, three bedrooms and bathroom
Exterior: Garden fronted and rear yard

Note Part double glazed windows and gas central heating
Potential rental income of £500 - £525 PCM

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



2 & 2a Russet Road, Blackley, Manchester M9 8BN

End terrace property in two well appointed self contained flats.

Directions	Located off Rochdale Road (A664), near Boggart Hole Clough
Accommodation	Ground Floor: Lounge, dining kitchen, two bedrooms, bathroom First Floor: Living room, kitchen, two bedrooms, bathroom Exterior: Yard to rear
Notes	Double glazing, central heating. EPC ratings: both flats D.
Possession	Ground floor tenanted on AST at £450 PCM. First floor recently vacated, was paying £450 PCM- lease details contained in legal pack.
Viewing	Auction department 0161 443 4740. Top floor only.



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

**DROYLSDEN • DENTON • EDGELEY • GORTON
HAZEL GROVE • LEVENSHULME • MARPLE • STALYBRIDGE
STOCKPORT • WITHINGTON • WOODLEY**

Branches

Auction



All your financial and property
needs under one roof

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



LOT
7

GUIDE PRICE: £125,000+



67 Islington Road, Great Moor, Stockport SK2 7JH

Two bedroom semi detached property.

Directions	Off Norwood Road which is off Buxton Road (A6)
Accommodation	Ground floor: Lounge, dining room, dining kitchen/conservatory with built in oven and hob First floor: Two bedrooms, shower room Exterior: Gardens to the front and rear, brick built storage building
Note	Situated within walking distance of Stepping Hill Hospital, local shops and Woodsmoor Railway Station. Gas central heating and double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



18 Arbroath Street, Clayton, Manchester M11 4PH

Three bedroom terrace property.

Directions	Off Edge Lane which is off Ashton New Road (A662)
Accommodation	Ground floor: Entrance hall, lounge/dining room, kitchen, inner hallway, bathroom First floor: Three bedrooms, WC Exterior: Rear yard
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd. Located close to shops, schools, transport links and within walking distance of Edge Lane Metro Link Station. Situated on a cul-de-sac with adequate on street parking overlooking a green space.
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



3 Chorlton Fold, Woodley, Stockport SK6 1NZ

Two bedroom cottage

Directions	Tucked away off Springbank Road, off Hyde Road A627
Accommodation	Ground floor: lounge, kitchen First floor: landing, two bedroom and bathroom Exterior: Rear garden
Note	Gas central heating and double glazed windows The cottage is situated within a hamlet of similar cottages and barn conversions whilst in need of modernisation the property boasts character and original features Typical rent would be in the region of £650 PCM
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Garages, Park Road, Stretford, Manchester M32 8ED

Block of 6 garages on plot circa 0.11 Acres, may suit development STP.

Directions	Located off Park Road to the left hand side of 85 Park Road, virtually opposite Radstock Road.
Details	Freehold site containing five garages in one block. Site area circa 480 SQM in total (0.11 A).
Notes	The site may have development potential subject to planning and all interested parties are advised to make their own enquiries directly to Trafford Council. Lined plan for purpose of identification only- refer to legal pack for true boundary plan.
Possession	Refer to legal pack for any lease information- we are advised that the majority of garages are vacant.
Viewing	Auction department 0161 443 4740

LOT
11

GUIDE PRICE: £65,000+



33 Spring Lane, Radcliffe, Manchester M26 2TQ

End terrace property in two flats.

Directions	Conveniently located directly off Water Street (A665) close to all the facilities on offer in the centre of Radcliffe
Accommodation	Basement: Cellar Ground floor: Flat 1: Lounge, kitchen, bedroom, bathroom First floor: Flat 2: Lounge, kitchen, bedroom, bathroom Exterior: Rear yard
Note	Gas central heating to Flat 2 and electric heating in Flat 1. Both are double glazed. Pleasant location overlooking a small green. Offering a potential 12.5% yield when fully let
EPC Rating	Flat 1 - D Flat 2 - E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



16 Webster Street, Bolton BL3 2QY

Two bedroom terrace property

Directions	Off Croft Lane, off Manchester Road B6536
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	The property is located within walking distance to Bolton Town Centre and has great transport links to Manchester.
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
13

GUIDE PRICE: £45,000+



7 Columbia Street, Oldham OL8 1LN

Two bedroom end terrace property

Directions Off Montreal Street, off Broadway Street, off Ashton Road A627

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

Note Typical rent for similar properties will be circa £450 PCM
Double glazed windows

EPC Rating F

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



Independent Methodist Church Former, 84a Wellington Road, Ashton-under-lyne OL6 6DP
Former Church with planning for 8 No. flats, may suit alternatives STP.

Directions	Located in Ashton Town Centre near to Railway station and opposite bus station
Overview	Ashton-under-Lyne is a market town in Tameside, Greater Manchester with a population of 45,198 at the 2011. It lies 6.2 miles (10.0 km) east of Manchester. This property is centrally located and exceptionally close to Train, bus and tram links. EPC exempt.
Details	Former Methodist Church built circa 1877 with accommodation over two floors. Entrance hallway, meeting hall with stage, two meeting rooms, kitchen and WCs. First floor: Church hall with organ and two rooms flanking. Space to side and rear. Site area circa 400 SQM, internally over two floors there is circa 350 SQM (3,800 SQFT) of space currently.
Planning	Planning (Ref 17/00523/FUL) has been passed for the alteration of the interior to provide four floors housing 8 self contained apartments 3 x one bedroom and 5 x two bedroom. The building may suit alternative uses subject to planning and approval: all parties are advised to make their own enquiries directly to Tameside Planning department.
Possession	Vacant on completion building to have interior fixtures removed/bought as is
Viewing	Auction department 0161 443 4740

LOT
15

GUIDE PRICE: £60,000+



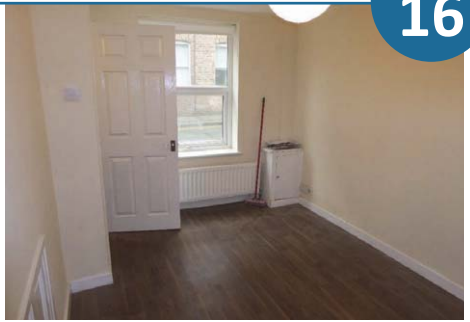
40 Oxford Road, Macclesfield SK11 8JY

Two bedroom semi-detached property

Directions	Off Chester Road A537
Accommodation	Ground floor: Entrance, open plan lounge and kitchen First floor: Landing, two bedrooms and bathroom Exterior: No gardens
Note	Gas central heating and double glazed windows Potential rental income of £575 - £600 PCM
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

GUIDE PRICE: £55,000+

**LOT
16**



42 Oxford Road, Macclesfield SK11 8JY

One bedroom semi-detached property

Directions	Off Chester Road A537
Accommodation	Ground floor: Entrance, open plan lounge and kitchen First floor: Landing, One bedroom and bathroom Exterior: No gardens
Note	Gas central heating and double glazed windows Potential rental income of £475 - £500 PCM
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
17

GUIDE PRICE: £200,000 - £225,000



345 Lower Broughton Road, Salford M7 2LH

Separate retail unit and self contained three bedroom flat.

Directions	At junction with Lower Broughton Road and Great Cheetham Street West (A576)
Details	Ground floor: Retail unit of approximately 40 SQM (430 SQ FT). Services connected, electric roller shutters. First Floor: Landing, kitchen/living room, bedroom, large shower room. Second floor: Two bedrooms.
Notes	Double glazing, central heating in flats. Fully modernised interiors on both units and flats. EPC ratings: Shop D, Flat C
Possession	345 Vacant, tenant pending at £800 per month (lease not signed subject to buyers wishes). The flats are ideal for student lets on 12 month agreements usually at £350 per month per room inclusive.
Viewing	Auction department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



Garages, Portland Road, Stretford, Manchester M32 0PH
Block of 4 garages on plot circa 129 SQM, may suit development STP.

Directions	Located off Chester Road close to Gorse Hill Primary School
Details	Leasehold site containing four garages in one block. Site area circa 129 SQM.
Notes	The site may have development potential subject to planning and all interested parties are advised to make their own enquiries directly to Trafford Council. Lined plan for purpose of identification only- refer to legal pack for true boundary plan.
Possession	Refer to legal pack for any lease information.
Viewing	Auction department 0161 443 4740



23 Buxton Road, Congleton CW12 2DW

Five bedroom end terrace property.

Directions	On main Buxton Road (A54) near the junction with Tommy's Lane
Accommodation	Ground floor: Living room, dining room, kitchen, shower room First floor: Three bedrooms, bathroom Second floor: Two bedrooms Exterior: Rear yard and off road parking
Note	Gas central heating and double glazing (both in need of attention). The vendor of this property is a director of Edward Mellor Ltd. Not far from Congleton Park, Hankinson's Field and Congleton Leisure Centre
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



109 Fairfield Road, Buxton SK17 7EZ

Three bedroom terrace property.

Directions	Located on the main A6 into Buxton close to the junction with Queens Road
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Lounge, inner hall, dining room, kitchen First floor: Bedroom, bathroom Second floor: Two bedrooms Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Close to the county boundary with Cheshire to the west and Staffordshire to the south, Buxton is described as "the gateway to the Peak District National Park"
EPC Rating	F
Possession	Tenanted - let on a six month AST from 24/2/17 at £500 per month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

LOT
20a

GUIDE PRICE: £95,000+



12 Fowler Avenue, Abbey Hey, Manchester M18 8TT

Three bedroom semi detached property.

Directions	Off Abbey Hey Lane
Accommodation	Ground floor: Porch, entrance hall, lounge/dining room and modern kitchen First floor: Three bedrooms, bathroom Exterior: Off road parking and very spacious rear garden
Note	Gas central heating and majority double glazing. Pleasant cul-de-sac location. Within walking distance of Wright Robinson Sport Technology College, Debdale Park Reservoir, and Donkey Sanctuary. Close to both Fairfield and Denton golf courses and other local amenities such as shops and transport links. Interior photographs taken prior to commencement of tenancy
EPC Rating	E
Possession	Tenanted - twelve month AST from 10/8/17 at £600 per month. The tenant has expressed a desire to remain in situ
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

THE NEW BUY TO LET LENDING RULES ARE NOW IN PLACE.

The buy to let lending world has changed and you need to be clued up on the new rules and regulations.

If you have four or more buy to lets and you're not aware of the new changes, then ring us now and speak to a mortgage expert.

Call us today for free,
friendly advice on

0161 443 4548





Meadow Barn, Farm Lane, Simister, Prestwich, Manchester M25 2RX

Five bedroom property in semi rural location.

Directions

Take junction 19 off the M60 turning left at the lights into Heywood Old Road. Up the hill turn left into Simister Lane and continue for a while turning left into Farm Lane. At the end drive onto the track bearing left where the house is on the right just before the stables. Alternatively approach the house from Bury Old Road into Heywood Road which is about a mile away

Accommodation

Ground floor: Entrance porch, reception hall, large lounge/sitting room with french doors, study, "L" shaped lounge, ground floor wc, large open plan lounge, dining and kitchen area, utility room, office, bedroom with en-suite

First floor: Four bedrooms - the master having a dressing room and en-suite. Family bathroom

Exterior: Ample off road parking to the front. Garage with overhead storage. Fabulous views to the rear over gardens which extend to just under one acre including a pond.



Note	Gas central heating and double glazing, septic tank Semi rural location next to stables so ideal for horse lovers Close to Parrenthorn High School and St Margaret's Church of England Primary School Sophisticated alarm system A blank canvas ready to personalise
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



193 & 193a Parr Stocks Road, St Helens WA9 1NY

Terrace property split into two flats

Directions	The flats are located on Parr Stocks Road A572 very close to the junction of Fleet Street
Accommodation	We have been advised the layouts comprise: Flat 193 - Lounge, kitchen, bedroom and bathroom Flat 193a - Lounge, kitchen, bedroom and bathroom Exterior - Yard to rear
Note	Currently the property is generating a 16% return Part double glazing and electric heating
EPC Rating	On order
Possession	Tenanted - We have been advised by the owner that both flats are let on AST providing £400 PCM for 193 (ground floor) and £350 PCM for 193a (first floor). Please refer to the legal pack for sight of the tenancy agreements.
Viewing	Auction Department 0161 443 4740



70 Victoria Road, Platt Bridge, Wigan WN2 5DN

Three bedroom end terrace property.

Directions	Off Millers Lane, off Warrington Road
Accommodation	Ground floor: Lounge, dining kitchen, bathroom First floor: Three bedrooms Exterior: Rear yard
Note	Gas central heating. Located just a few minutes from local amenities and schools
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
24

GUIDE PRICE: £59,000+



78 Rochdale Road, Middleton, Manchester M24 2PU

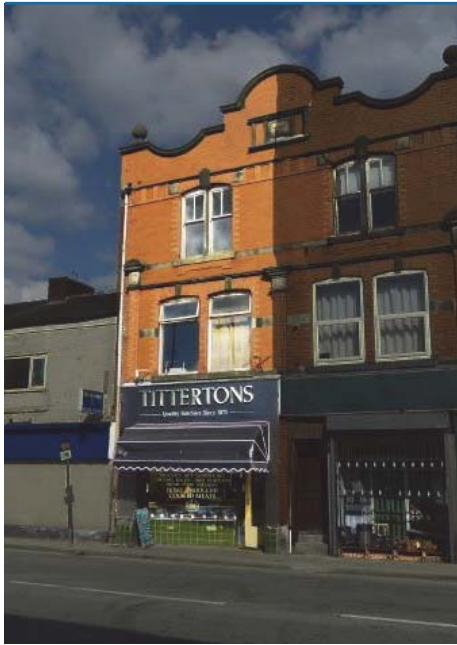
Three bedroom terrace property.

Directions	On main A664 close to Hollin Lane
Accommodation	Not inspected Ground floor: Lounge, dining room, kitchen with built in oven & hob First floor: Three bedrooms, bathroom Exterior: Shared rear yard
Note	Gas central heating and partial double glazing. BY ORDER OF THE MORTGAGEES IN POSSESSION
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



52 Gorton Road, Reddish, Stockport SK5 6AH

Three storey property plus basement in busy shopping area.

Directions	Located on Gorton Road close to Luton Road in prime shopping area
Overview	This property needs to be seen to appreciate the size of the space on offer. The property offers huge scope for alternative uses such as offices, restaurant, café, salon etc. Ideal to renovate and keep as mix use commercial with potential income of at least of £1,200 per month.
Accommodation	Ground floor: 50 SQM (540 SQFT) Sales and counter area, prep area, access to rear yard and refrigeration and cold stores unit. WC. Basement: Prep areas, kitchen facilities. First floor: Access from rear and via staircase. First floor: Two large rooms, bathroom area. Second floor: Three large rooms.
Notes	EPC rating F. It is considered that there is scope to develop the residential parts to separate flats and potential for change of use subject to planning permission. The main photograph has been altered to highlight the property that is on offer.
Possession	Vacant on completion
Viewing	Viewings are available strictly by appointment only: Auction department 0161 443 4740



398 Edge Lane, Droylsden, Manchester M43 6JJ

Three bedroom townhouse.

Directions Directly off Ashton New Road (A662) just 350 yards from the Metrolink Station

Accommodation Ground floor: Garage, study, WC with hand wash basin
 First floor: Lounge, kitchen
 Second floor: Three bedrooms, bathroom
 Exterior: Gardens to the front and rear, access to the garage from the rear

Note Gas central heating and partial double glazing. Potential for an HMO

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



24 Hopwood Street, Accrington BB5 0QF

Two bedroom terrace property.

Directions	Off Perth Street, off Willows Lane
Accommodation	Ground floor: Lounge, dining 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

LOT
28

GUIDE PRICE: £240,000+



4 Dunham Mews, Bow Green Road, Bowdon, Altrincham WA14 3LN

Two bedroom, two bathroom new build apartment.

Directions	From Dunham Road (A56) turn into Bow Green Road and first left where the courtyard can be found on the left hand side
Accommodation	Ground floor: Stairs to: First floor: Open plan lounge/dining area/kitchen which has built in oven, hob, extractor hood, fridge, freezer, washing machine and dishwasher, two bedrooms - one with en-suite, bathroom Exterior: Two parking spaces to the left of the property which are in the process of being levelled, the garages are not included
Note	A genuinely lovely apartment, which has been finished to a very high standard located within a short drive of both Hale Village and Altrincham Town Centre, as well as the M56/M6 network. Gas central heating and double glazing
EPC Rating	Awaiting RDSAP (Reduced Data SAP)
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



73 Church Street, Westhoughton, Bolton BL5 3RZ

Mixed use investment in one shop and three self contained flats.

Directions	Located on Church Street close to Leigh Street
Details	Ground floor: Shop premises and separate one bedroom flat with kitchen, living room, bathroom and bedroom. First floor: Two bedroom flat with open plan living room and kitchen, two bedrooms, bathroom and one bedroom flat with open plan living room and kitchen, bedroom, bathroom. Cellar access to rear, covered yard/entrance to rear and parking spaces.
Notes	Flats double glazed and centrally heated, heating supplied communally. EPC ratings: Shop, D. Flat A, D, Flat B, E, Flat C, D. Shaded plan for purpose of identification only-refer to title plan.
Possession	Tenanted: Refer to on line legal pack for full lease information. Current annualised rent £22,920.
Viewing	Auction department 0161 443 4740

LOT
30

GUIDE PRICE: £25,000



46 Morris Street, Sutton, St Helens WA9 3EN

Two bedroom terrace property

Directions	Off Sutton Road, off Baxters Lane, off Robins Lane
Accommodation	Ground floor: Lounge, dining room with shower room, kitchen, separate WC First floor: Landing two bedrooms Exterior Rear garden
Note	Gas central heating and double glazed windows This property is in need of refurbishment and would be ideal for the BTL investors providing £395 PCM (once modernised) Located within walking distance to supermarket, primary schools, shops and St Helens hospital.
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Site At, 101-107 Buxton Road, Heaviley, Stockport SK2 6LR

Site with full planning permission for 10 new build apartments with parking.

Directions	Located on A6 in Heaviley next to Duke of York
Overview	Stockport is a large town in Greater Manchester, 7 miles (11 km) south-east of Manchester city centre. The site location is in Heaviley only 1.5 KM (0.9 M) from the town centre and train station and 1.7 km (1.05 M) to Stepping Hill Hospital. Transport links are excellent in the area.
Planning	Planning passed for of 10 new build apartments including associated parking, refuse and cycle storage. Re-submission of DC056969. All interested parties are advised to consult with the local planning team directly at Stockport Metropolitan Borough Council 0161 474 3896 for general planning advice Monday to Friday from 10am to 12pm.
Possession	Vacant on completion
Viewing	Site inspections are by appointment only: Auction office 0161 443 4740

GUIDE PRICE: £65,000+

**LOT
30b**



76 Suffolk Street, Chadderton, 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

GUIDE PRICE: £465,000+

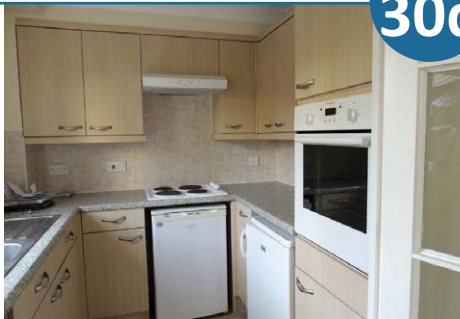
**LOT
30c**



Moorside Farm, Nick Road Lane, Wardle, Rochdale OL12 9PW

Stone built farmhouse set in 15 acres

Directions	From Whitworth Road (A671) turn into Fieldhouse Road, left into Dewhirst Road. Bear left at the green where the road is only suitable for four wheel drive vehicles
Accommodation	Ground floor: Entrance conservatory with panoramic views, dining room, lounge, office, utility, traditional farmhouse dining kitchen, cellar. First floor: Three double bedrooms (master with en-suite) and family shower room. Exterior: Double garage, barn and stables. Set in 15 acres of farmland, it has grazing for livestock along with hay fields. There are also a number of fishing lodges stocked with brown trout, bream and carp
Note	Potential to provide further accommodation by developing the stone built barn and stables (subject to planning permission). Occupying a truly rural setting with Watergrove reservoir to the east and Lobden Golf Course to the north. Oil fired heating, double glazing
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



3 Holroyd Court, Queens Promenade, Blackpool FY2 9JH

One bedroom ground floor retirement apartment.

Directions	On the the main Queens Promenade (A584) opposite the sea front just a short way from Miners Home.
Accommodation	Ground floor: Lovely residents lounge & kitchen, guest suite, laundry room. Apartment 3: lounge with french doors, kitchen, bedroom, bathroom; newly carpeted
Note	Delightful promenade situation. Resident house manager and emergency call system. Electric heating and double glazing. Parking space, pretty communal gardens. Residents aged over 60 years only, or in the event of a couple, one must be over 60 year and the other over 55
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



8 Primrose Court, Huyton, Liverpool L36 8DH

Two bedroom semi detached property.

Directions	Off Hillside Avenue, off Primrose Drive, off Knowsley Lane (B5194)
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Ground floor WC, lounge, dining kitchen with patio doors First floor: Two bedrooms, bathroom Exterior: Rear garden
Note	Gas central heating and double glazing. Cul-de-sac location. Primary schools nearby with local amenities on Hillside Road. The link road of Liverpool Road (A57) provides access to Liverpool City Centre and also the M57 motorway.
EPC Rating	D
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



54 St Huberts Street, Great Harwood, Blackburn BB6 7BE

Two bedroom terrace property

Directions	Off Queen Street, off Church Street B6535
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Tenanted - periodic AST from 23/5/11 at £85 per week; increased to £95 per week on 23/5/15
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

LOT
33

GUIDE PRICE: £200,000 - £225,000



403 Middleton Road, Chadderton, Oldham OL9 6JR

Former "Humdinger" public house suitable for change of use STP.

Directions	Middleton Road on corner of Ward Street
Details	This former pub has accommodation comprising open plan area and rooms off, separate toilets for female and gents and disabled customers. First floor: Separate access to the five rooms which are located on the second floor with kitchen and toilet facilities. Basement. Parking facilities are located to the rear for customers. Information supplied by previous agent as internal inspection not available.
Notes	The property may suit alternative uses such as nursery, restaurant etc subject to planning permission. All interested parties are advised to make their own enquiries directly to the relevant local authority. EPC: D. Interior photo vendors own.
Possession	Vacant possession. We are advised the car park area at the back is held on long leasehold title for 125 years at a peppercorn rent- see legal pack for full information.
Viewing	Auction department 0161 443 4740

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

www.edwardmellor.co.uk

0161 443 4740



133 Broom Lane, Levenshulme, Manchester M19 3LH
 250 sq m (2,690 sq ft) Storage and warehouse with stunning flat over.

Directions	Located on Broom Lane close to Cranage Road
133 Broom Lane	Ground floor: Storage, warehouse, offices, bathroom and kitchen. Rear yard and off road parking to front and rear
133a Broom Lane	Ground floor: Hallway, stairs to: First floor: Landing with study area, large open-plan living space with defined lounge and dining kitchen, two double bedrooms and bathroom.
Notes	The ground floor may lend itself to alternative uses or redevelopment subject to the necessary consents. All interested parties are advised to make their own enquiries directly to the local council.
EPC rating	On order
Possession	Vacant on completion, The property will be bought "as is" at completion.
Viewing	Commercial Department: 0161 443 4740



12 St James Row, Rawtenstall, Rossendale BB4 8HA

One bedroom end terrace

Directions	Off St James Street, off Burnley Road A682
Accommodation	Ground floor: Lounge, kitchen First floor: Landing, bedroom and bathroom Exterior: Yard to side and rear
Note	In need of full refurbishment Within walking distance to shops, supermarkets, restaurants, and motorway links
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



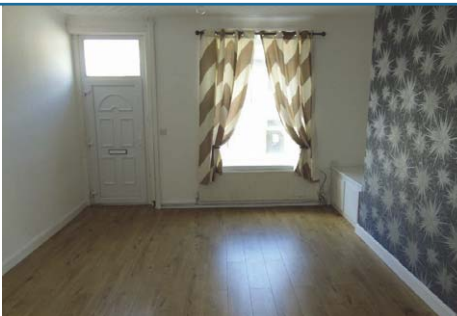
Lock Ups, Hillside Crescent, Ashton-under-lyne OL6 9DG

10 garages in secure palisade fenced yard- outline PP for three dwellings.

Directions	Located at the head of Hillside Crescent off Old Road, off Mossley Road
Details	The site is located at the north side of a residential cul-de-sac and currently houses 10 garages in two blocks of 6 and four. The site area contained by the fencing is 0.15 acres or thereabouts. The freehold site also includes a belt of land surrounding the houses to the left hand side of the site: refer to title plan.
Planning	Outline permission has been granted ref 16/009/OUT for three residential dwellings: all interested parties are advised to consult with Tameside Council planning department directly.
Notes	Picture plan for purpose of identification only: refer to online legal pack for more information
Possession	At time of press 8 garages let on 2 month licence agreements at £50 per month each
Viewing	Site only- call auction department for site access 0161 443 4740

LOT
37

GUIDE PRICE: £55,000



17 Inkerman Street, Bacup OL13 9JD

Three bedroom terrace property set over three floors

Directions Off Gladstone Road, off South Street, off St James Square A671

Accommodation Ground floor: Lounge, dining area, kitchen
First floor: Landing, two bedrooms and bathroom
Second floor: Bedroom

Note Gas central heating and double glazed windows
Potential rental income will be in the region of £450 PCM

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740



22 Edna Road, Leigh WN7 5ES

Two bedroom semi-detached property

Directions	Off Wigan Road A578
Accommodation	Ground floor: Hall/stairway, lounge, kitchen diner First floor: Landing, two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	No work required - ready to let with a potential rental income of £450 PCM Close to local amenities, supermarkets, schools and transport links
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Specialist in
AuctionConveyancing

Contact – **Peter Robison**

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



Follow us on Social Media!

For advice, guidance and exclusive offers!



@MellorAuction



Carlton House, 7 Market Place, Chapel-en-le-frith, High Peak SK23 0EN
Mixed use investment with two shops, three flats, shops and 1 flat tenanted.

Directions	Located on Market Place in a elevated position off the main road, in between the Post Office and the Roebuck Pub.
Details	Ground floor: Two separate retail units trading as takeaway and hairdressers. First floor: Flat 1: hallway, kitchen, living room, bathroom bedroom. Flat 2, Hallway, lounge, kitchen two bedrooms, bathroom Flat 3 Hallway, living room, bedroom, bathroom kitchen. Outside: development potential for more flats to the rear, subject to permission
Notes	EPCs on order: Flats require refurbishment and improvement. Recent kitchen installed in flat 1. No heating.
Possession	Takeaway- £12,250 per annum, Hairdressers £7,200 per annum. Flat 3 tenanted, rent circa £133 every two weeks, flats 1 & 2 vacant.
Viewing	Strictly by appointment only: 0161 443 4740

LOT
40

GUIDE PRICE: £150,000+



33 Town Street, Marple Bridge, Stockport SK6 5AA

Two bedroom semi-detached property set over three floors

Directions	Off Brabyn's Brow/Lower Fold A626
Accommodation	Ground floor: Porch, lounge diner Lower ground floor: Kitchen, utility room and bathroom First floor: Two bedrooms Exterior: Garden to the front and rear courtyard
Note	Within walking distance to Marple train station, superb local schools and countryside walks. Residents of Town Street are entitled to TWO parking permits by contacting the local council.
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



18 Woodlands, Failsworth, Manchester M35 0PN

Three bedroom semi detached property.

Directions	Off Hulmes Road/Lord Lane
Accommodation	Ground floor: Entrance hall, lounge, dining room with french doors to garden, kitchen First floor: Three bedrooms, bathroom Exterior: Rear garden overlooking woodland
Note	Gas central heating and majority double glazing. Cul-de-sac location close to Brookdale Park
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



31 Water Street, Hyde SK14 1BD

138 SQM retail premises suitable for change of use/development STP.

Directions	Located off Market Street/Manchester Road, opposite Asda and other car park
Details	Ground floor: Sales area, storage and kitchen area, WC. First floor: Store room, office, showroom.
Notes	EPC rating C. Rateable Value: £2,125
Planning	The property is considered suitable for development and change of use subject to the necessary consents. Lapsed planning permission was passed (ref 07/00283/FUL) in 2007 for the erection of building comprising of two shops at ground floor with two flats above.
Possession	Informal lease arrangements on a month by month basis are in place, current occupant paying only £500 per month. Refer to legal pack for full clarification.
Viewing	Auction department 0161 443 4740- please respect the occupants privacy and trade and arrange an appointment to view with the Auctioneers.



277 Altrincham Road, Sharston, Manchester M22 4NY
 Extended four bedroom semi detached property.

Directions	Off Brownley Road (A560) close to the Sharston Interchange offering excellent access to both the M56 and M60
Accommodation	Ground floor: Lounge, dining room, ground floor WC, dining kitchen with patio doors to the rear First floor: Four bedrooms - the master having a dressing room and en-suite bathroom with shower cubicle, second bathroom Exterior: Gardens to the front and rear with decking and an artificial lawn
Note	Gas central heating and double glazing. Appliances available by separate negotiation
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



EDWARD
mellor

LANDLORDS

3 MONTHS
FREE^{*}

with our **GOLD** Management Service

- ★ Rent Guarantee Insurance
- ★ Property Damage Cover
- ★ Legal Costs Cover
- ★ Tenancy Extensions

* Minimum 18 month contract. Applies to new managed properties only. Fixed fees apply. See website for full details.

edwardmellor.co.uk

0330 335 4567



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

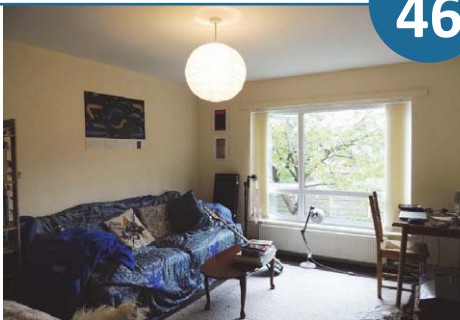
Directions	Located on Liverpool Road (A57) close to Renshaw Street
Details	Not inspected but reported to be: bar and seating area, kitchen, associated WCs. First floor: Managers accommodation with living room, kitchen, two bedrooms, bathroom.
Notes	EPC on order. VAT is payable on the purchase price at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



68 Stamford Street, Stalybridge, Cheshire SK15 1LQ

Two bedroom terrace property.

Directions	On the main A635 between Ridge Hill Lane and Wakefield Road
Accommodation	Not inspected: Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Electric heating and double glazing. Located close to Stamford Park. Easy access via public transport into both Stalybridge and Ashton-under-Lyne, both of which offer an array of shops, bars and eateries
EPC Rating	F
Possession	Tenanted - AST at £495 per calendar month
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



10 Ebnall Walk, Withington, Manchester M14 6QT

One bedroom first floor flat.

Directions	From Ladybarn Lane (which runs between Mauldeth Road and Mosley Road) turn into Royal Street, left into Exbury Street then first left into a small turning into a car park to the rear
Accommodation	Ground floor: Stairs to: First floor: Lounge, kitchen, bedroom, office/study, bathroom Exterior: Small frontage
Note	Gas central heating and double glazing. Conveniently located for the University of Manchester - Fallowfield Campus
EPC Rating	C
Possession	Tenanted - periodic AST from 14/10/17 at £525 per month. The tenant has expressed a desire to remain in situ
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740



145-151 Princess Road, Moss Side, Manchester M14 4RE

Ground floor only retail unit sold subject to 10 year commercial lease.

Directions	Located on Princess Road (A5103) a busy arterial road linking Manchester City Centre to M60 and M56
Details	The lot occupies the ground floor only and is sold subject to a lease. The leasehold was granted for 999 years from 30 May 2007. And there is a tenant in situ on an FRI lease. Currently let
Possession	Lease signed 1st January 2015 on 10 year lease at £21,600 per annum with 10% uplift on rent at each yearly anniversary.
Notes	EPC rating: B
Viewing	External viewings only

GUIDE PRICE: £78,000+

**LOT
48**



58 Old Road, Failsworth, Manchester M35 0AW

Two bedroom terrace property with study/office.

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

You don't always need cash to buy a property at auction...

Our financial services specialists can arrange the best auction funding solution for you:



BUY TO LET FINANCE



BRIDGING FINANCE



COMMERCIAL FINANCE



SECURED LOANS



SECOND CHARGES



REMORTGAGING TO RAISE CAPITAL TO PURCHASE



PENSION FREEDOM TO RELEASE FUNDS TO PURCHASE

Professional
advice
**TAILORED
TO YOU**

Meet our experts on the Edward Mellor Financial Services stand at the auction or call to speak to the team any time before or after auction day on **0161 443 4548**

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

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

Edward Mellor Limited is an appointed representative of Openwork Limited which is authorised by the Financial Conduct Authority.



754 Bury Road, Bolton BL2 6JD

Three bedroom detached on large corner plot with development potential

Directions	Proceeding from Bolton Town Centre on Bury Road A579 the property is on the right hand side on Bury Road A58 at the junction of Forton Avenue.
Accommodation	Ground floor: Hall, lounge, dining room, kitchen, second sitting room (previously shop), storage room, First floor: Landing, three bedrooms, bathroom, Exterior: Front, side and rear gardens with detached garage and off road parking to the side and front for several cars.
Note	Being a large corner plot the property is suitable for development or HMO subject to the relevant consents. The property, 16 plus years ago, had commercial A1 use so similar business uses could be considered. Gas central heating and part double glazing.
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
50

GUIDE PRICE: £50,000+



52 Hathershaw Lane, Oldham OL8 3EX

Two bedroom terrace property

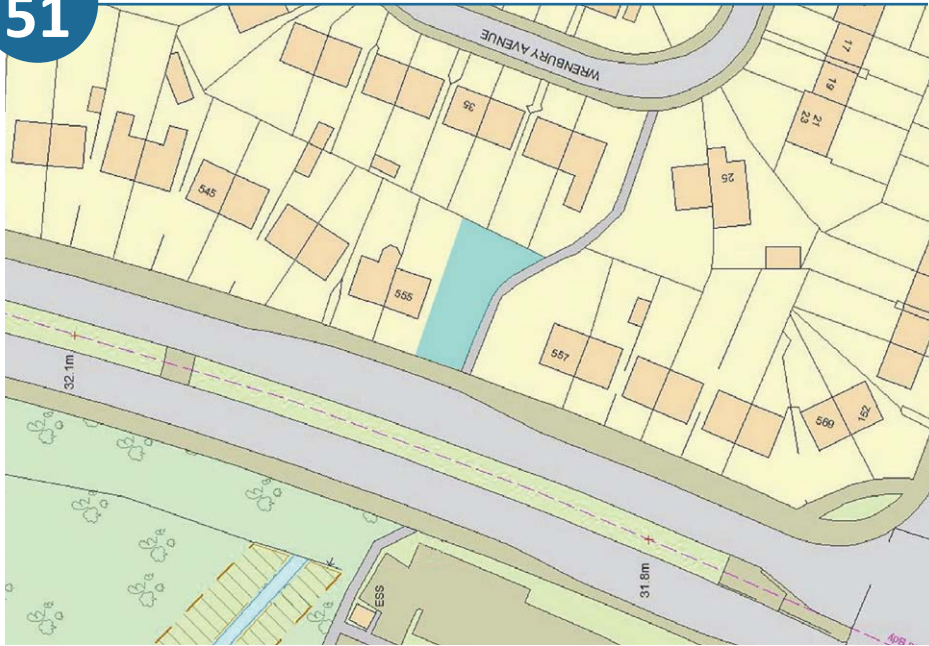
Directions	Off Ashton Road A627
Accommodation	Ground floor: Vestibule, lounge, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows Potential rental income of £475 - £500 PCM
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



102 Reddish Lane, Gorton, Manchester M18 7JL

Two bedroom terrace property.

Directions	Off Hyde Road (A57) on the right hand side just before the Edward Mellor Branch
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear garden
Note	Gas central heating and partial double glazing. Ideally located for public transport into both Manchester and Stockport as well as the M60 motorway
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



Land To Side Of, 555 Princess Road, Withington, Manchester M20 1HA

Parcel of land with permission to build single detached dwelling.

Directions	The site is located on Princess Road (A5103) near Whitchurch Road and opposite Hough End Leisure Centre
Details	The site is located on Princess Road in an established residential location close to Manchester City Centre, Chorlton, Withington and Didsbury with excellent communication links. The site area is estimated at 290 sq m (3,100 sq ft) in size.
Planning	113994/FO/2016 Erection of a two-storey detached dwelling house with associated parking, landscaping, boundary treatment and new vehicular access. All interested parties are advised to consult with the local planning department at Manchester City Council.
Notes	The blue shaded plan is for purpose of identification only and must not be relied on as being accurate: please refer to the online legal pack for the boundaries in the title plan.
Viewing	Open site, please respect the privacy of the neighbours at the adjacent property.



117 Harley Street, Openshaw, Manchester M11 1AS

Five bedroom terrace HMO

Directions	Off Orrell Street, off Louisa Street, off Ashton Old Road A635
Accommodation	Ground floor: Communal hall, kitchen, two bedrooms First floor: Landing, three bedroom and communal shower room Exterior: Garden fronted and rear yard
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Tenanted - Formal and informal agreements in place. The rental income is currently £1,295 PCM One of the rooms will be vacant late September 2017 Please refer to the legal pack for clarification
Viewing	Viewings strictly by appointment only, contact Auction Department 0161 443 4740



337 - 339 Worsley Road, Winton, Manchester M30 8HU

Double fronted property with upper parts- suitable for alternative uses STP.

Directions	Located on Worsley Road near traffic light junction with Parrin Lane
Details	Ground floor: Large majority open plan retail space with two separate shop doors to front, roller shutter access to rear yard. Circa 115 SQM retail space. First floor: Three rooms, kitchen and WC. (circa 65 SQM). Exterior: Yard to rear with palisade fencing, adjacent occupant has ownership over small part of yard
Notes	The property may suit alternative uses or redevelopment subject to the necessary consents. Previously used as tyre centre. The shaded and lined plans are for purpose of identification only- please refer to the on line legal pack for the title plan. EPC on order.
Planning	All interested parties are advise to consult directly with: Salford City Council, http://www.salford.gov.uk/planning , email: planning.contact@salford.gov.uk , tel: 0161 909 6545
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740



107 Harley Street, Openshaw, Manchester M11 1AS

Four bedroom end terrace HMO

Directions	Off Orrell Street, off Louisa Street, off Ashton Old Road A635
Accommodation	Ground floor: Communal hall, kitchen, two bedrooms First floor: Landing, two bedroom and communal shower room Exterior: Garden fronted and rear yard
Note	Gas central heating and double glazing
EPC Rating	On order
Possession	Tenanted - Formal and informal agreements in place. The rental income is currently £1,105 PCM Please refer to the legal pack for clarification
Viewing	Viewings strictly by appointment only, contact Auction Department 0161 443 4740

together.[®]
Common sense lending

EDWARD
mellor



Once your bid's successful, we put the hammer down.

Buying successfully at auction is all about what happens in the room. That's why, when you need short-term finance for an auction property, we're right there with you, ready to provide a Decision in Principle in the room, over the phone or online within minutes.

**For a common sense decision,
delivered quickly, call 0161 933 7153.**



togethermoney.com/auction-finance

Any property used as security, including your home, may be repossessed if you do not keep up repayments on a mortgage or any other debt secured on it.



Flat 3, 49-51 Half Edge Lane, Eccles, Manchester M30 9AY

Two bedroom first floor flat

Directions	Off Gilda Brook Lane A576, off M602
Accommodation	Ground floor: Communal entrance, hall and stairway First floor: Entrance, hall, two bedrooms, bathroom, kitchen and lounge Exterior: Communal parking
Note	Electric heating and double glazed windows Previously been let at £500 PCM Convenient location for Salford Royal, motorways, Eccles rail station and Manchester City Centre
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

LOT
56

GUIDE PRICE: £125,000



192 Stockport Road, Cheadle Heath, Stockport SK3 0NW

Semi detached property in two self-contained flats.

Directions	Located on Stockport Road, Cheadle Heath opposite Morrisons Supermarket entrance
192 a Ground Floor	Living room, kitchen, two bedrooms, bathroom
192 b First Floor	Living room, kitchen, bedroom, bathroom
Note	The basement of the property may lend it self to further conversion to a self contained flat subject to planning permission. Do0uble glazing, central heating. EPC ratings Flat A (D) Flat B (D)
Possession	192a - 1 bedroom flat £550 pcm (just vacant) 192b - 2 Bedroom flat £525 pcm (tenanted) tenant has been there over a year
Viewing	Auction Department 0161 443 4740



188 Stockport Road, Cheadle Heath, Stockport SK3 0NW
 Semi detached property in two self-contained flats.

Directions	Located on Stockport Road, Cheadle Heath opposite Morrisons Supermarket entrance
188 b Ground Floor	Living room, kitchen, two bedrooms, bathroom
188 a First Floor	Living room, kitchen, bedroom, bathroom
Note	The basement of the property may lend it self to further conversion to a self contained flat subject to planning permission. Double glazed, central heating. EPC ratings Flat A (E) B (D)
Possession	188a - 2 Bedroom flat - £475 pcm (tenanted) tenant has been there 3 years approx 188b - 1 Bedroom flat - £450 pcm (tenanted) tenant has been there 18 months .
Viewing	Auction Department 0161 443 4740



25 & 27 Chapel Road, Irlam, Manchester M44 6EE

Pair of three bedroom semi-detached properties in need of development

Directions Off Liverpool Road B5320

Accommodation - 25 25 - Ground floor: Hall, lounge, dining room, kitchen (no kitchen fitted)
First floor: Landing, three bedrooms and bathroom
Exterior: Gardens to front and rear with parking to side

Accommodation - 27 27 - Ground floor: Hall, lounge, dining room, kitchen (kitchen in place not fully fitted)
First floor: Landing, three bedrooms and bathroom
Exterior: Gardens to front and rear and driveway to side



Note	To be sold as one lot. Both properties require development in order to complete work started by previous owners. No. 25 has the larger plot which could be developed subject to the relevant consent. Suited to cash buyers.
EPC Rating	25 - E. 27 - F.
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740



DO YOU WANT TO SELL YOUR PROPERTY BEFORE CHRISTMAS AND HAVE YOUR MONEY FOR THE NEW YEAR?

If you want to guarantee that you have the money from your house sale at the start of the new year, we can make that happen!
Enter your property into our December auction now.

why sell at auction?



The best chance to **GENERATE INTEREST** and get the **BEST PRICE** for your property



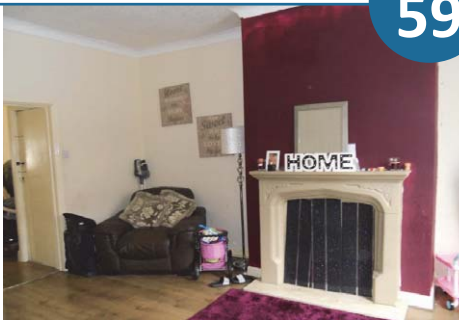
Long **LEAD-TIME** to sell your property pre-, during and post auction



Longer for your potential buyers to do their due diligence

CALL 0161 443 4740 NOW

To book your free, no obligation valuation with a member of our team



26 Count Street, Rochdale OL16 5LP

Two bedroom terrace property

Directions From Oldham Road (A671) turn into Prince Street and first right into Count Street

Accommodation Ground floor: Lounge, dining kitchen with built in oven and hob
First floor: Two bedrooms, modern bathroom

Note Gas central heating and double glazing

EPC Rating D

Possession Tenanted - periodic AST from 11/12/15 at £450. The tenant has expressed a desire to remain in situ

Viewing Viewings are available STRICTLY by appointment only; call 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. £996.00) 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. £996.00)** 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 £996.00), 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. £996.00) administration charge, and auctioneers costs if applicable both payable to Edward Mellor Ltd."

Signed: _____ Date: _____

Common auction conditions

The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION. They override all other CONDITIONS and can only be varied if WE agree. Based on RICS Common Auction Conditions Edition 3 (2009).

Introduction

The common auction conditions have three main sections:

1. Glossary

This gives special meanings to some words used in the rest of the conditions.

2. Auction Conduct Conditions

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction, you do so on the basis that you accept them. They cannot be changed without the auctioneer's agreement.

3. Conditions of Sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots;
- Any extra general conditions in the catalogue or an addendum;
- Special conditions that apply only to the lot you are buying (and which may vary the general conditions).

These conditions are legally binding.

Important Notice:

A prudent buyer will, before bidding for a lot at auction:

- Take professional advice from a conveyancer, and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out the usual searches and make the usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and the purchase price;
- Check whether VAT registration and option is advisable.

The conditions assume that the buyer has acted as a prudent buyer. If you choose to buy a Lot without taking these normal precautions you do so at your own risk.

Glossary

In the CONDITIONS wherever it makes sense:

- Singular words can be read as plurals, and plurals as singular words;
- A 'person' includes a corporate body;
- Words of one gender include the other genders;
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- Where the following words appear in capitals they have specified meanings. These are listed below.

ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

AGREED COMPLETION DATE

Subject to condition G9.3:

(a) the date specified in the SPECIAL CONDITIONS,

or

(b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT date but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any Bank or Building Society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

ARREARS

Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS SCHEDULE

The arrears schedule (if any) forming part of the SPECIAL CONDITIONS

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra auction conduct conditions.

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) a Saturday or a Sunday or (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER all obligations can be enforced against them jointly or against each of them separately.

CATALOGUE

The catalogue to which the CONDITIONS refer, including any supplement to it.

COMPLETION

Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER's conveyancer's client account.

CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

CONTRACT

The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT

CONTRACT DATE

The date of the AUCTION, or if the LOT is not sold at the AUCTION:

(a) the date of the SALE MEMORANDUM signed by both the SELLER AND BUYER; or

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail, the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

Documents of title (including, if the title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (not including a rent charge).

GENERAL CONDITIONS

That part of the SALE CONDITIONS so headed, including any extra general conditions.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgement debts, if applicable).

LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

OLD ARREARS

ARREARS due under any of the TENANCIES that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

PRICE

The price that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all financial charges secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed available from the AUCTIONEERS on request (whether or not set out in the CATALOGUE) in which the

terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

Tenancies, leases, licences to occupy and agreements for lease, and any documents varying or supplemental to them.

TENANCY SCHEDULE

The tenancy schedule (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

Transfer includes a conveyance or assignment (and 'to transfer' includes 'to convey' or 'to assign').

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations Act 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The AUCTIONEERS.

YOU (AND YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

A1 INTRODUCTION

A1.1 Words in capitals have special meaning, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU and cannot be dis-applied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if WE agree.

A.2 OUR ROLE

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

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

(b) offer each LOT for sale;

(c) sell each LOT;

(d) receive and hold deposits;

(e) sign each SALE MEMORANDUM;

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

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

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

Common auction conditions

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

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

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

A5 THE CONTRACT

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

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

A5.3 YOU must, before leaving the AUCTION:

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

(b) sign the completed SALE MEMORANDUM; and

(c) pay the deposit.

A5.4 If YOU do not WE may either

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

(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

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

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

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

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

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

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

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

A6 Extra Auction Conduct Conditions

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

General Conditions of Sale

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

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

G1 THE LOT

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

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

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

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

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

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

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

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

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

(f) outgoing and other liabilities;

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

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

made them;

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

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

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

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

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

G1.9 The BUYER buys with full knowledge of

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

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

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

G2 DEPOSIT

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

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

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

G2.2 THE DEPOSIT

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

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

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

bring a claim against the BUYER for breach of contract.

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

G3 BETWEEN CONTRACT AND COMPLETION

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

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

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

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

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

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

G4 TITLE AND IDENTITY

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

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

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

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

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

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

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

(ii) the DOCUMENTS accompanying that application;

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

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

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

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

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

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

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

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

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

G5 TRANSFER

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

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

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

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

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

G6 COMPLETION

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

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

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

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

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

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

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

Common auction conditions

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

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

G7 NOTICE TO COMPLETE

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

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

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

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

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

G9.5 The BUYER must:

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

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

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

G10 INTEREST AND APPORTIONMENTS

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

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

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

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

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

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

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

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

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

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

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

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

SPECIAL CONDITIONS:

(a) so state; or

(b) give no details of any ARREARS

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

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

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

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

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

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

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

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

G12 MANAGEMENT

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

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

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

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

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

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

G13 RENT DEPOSITS

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

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

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

assignment in which the BUYER covenants with the SELLER to:

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

G14 VAT

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

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

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state:

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

G15.2 The SELLER confirms that the SELLER:

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

G15.3 The BUYER confirms that:

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

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

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

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

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

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

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

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

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

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

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

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

G16 CAPITAL ALLOWANCES

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

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

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

G16.4 The SELLER and BUYER agree:

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

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

G17 MAINTENANCE AGREEMENTS

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

Common auction conditions

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

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

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

G19.5 Where relevant:

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

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

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

G20 TUPE

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

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

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

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

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

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

G21 ENVIRONMENTAL

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

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

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

G22 SERVICE CHARGE

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

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

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

(a) service charge expenditure attributable to each TENANCY;

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

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

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

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

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

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

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

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

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

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

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

G23 RENT REVIEWS

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

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

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

G23.4 The SELLER must promptly:

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

(b) use all reasonable endeavours to

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

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

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

G25 WARRANTIES

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

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

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

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

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

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

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

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

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

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

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

(a) apply for registration of the transfer;

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

How to find us

AJ BELL STADIUM

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

Scan for
directions



EDWARD
mellor

Openwork.

