

EDWARD
mellor
AUCTION



MONDAY 5 FEBRUARY 2018

REGISTRATION - 12 NOON

AUCTION - 1PM

AJ BELL STADIUM, SALFORD, M30 7EY



0161 443 4740
EDWARDMELLOR.CO.UK



When & where?

AUCTION DATES 2018

Monday 5th February 2018

Tuesday 13th March 2018

Tuesday 24th April 2018

Tuesday 5th June 2018

Tuesday 17th July 2018

Monday 17th September 2018

Wednesday 31st October 2018

Monday 10th December 2018

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

Happy New Year

Happy New Year everyone! I can't believe we're already at our first auction of 2018. This year is already shaping up to be great and we've got a fantastic array of Residential and Commercial properties going under the gavel this month.

There really is something for everyone.

Remember, we are now accepting lots for our next auction on Tuesday 13th March. If you would like to talk further with us regarding selling at auction we have many experts available, on the day, to help with any questions you may have. You can also refer to this catalogue for advice on buying, bridging finance, and all the rules on how the auction process works. Best of luck and have a fantastic day.

EDWARD
mellor

meet the team

We are here to help you whether you are buying or selling at Auction. If you have any questions please don't hesitate to give us a call and we can get our best man (or woman) to help you out! Also remember to look out for our team on the day of the auction!

0161 443 4740

edwardmellor.co.uk

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



SOPHIE SIMCOX



JORDAN BATESON



LYNETTE CLAYTON



STEPHEN RIDGWAY



LISA BRAMMALL



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, bank counter cheque or debit or credit card. 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. 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

"I want to take this opportunity to thank you all most sincerely for the hard work and effort you put into successfully selling my flat. I can honestly say the service I received was incredible from start to finish and completely stress-free. I still can't believe the price achieved and never expected such a high amount."

Andrea
Auction Vendor



Order of sale

LOT	AREA	ADDRESS	DESCRIPTION
1	Wilmslow	Cemetery Lodge, 126 Manchester Road	Three bedroomed detached property with outbuildings for renovation.
2	Stretford	1 Kenwood Road	Four bedroom semi detached property.
3	Bacup	26 Inkerman Street	Two bedroom mid terrace property.
4	Newton Heath	19 Wallis Street	Two bedroomed end terrace property.
5	Clayton	39 Heather Street	Two bedroom end terrace property.
6	Longsight	28 Sherrington Street	Two bedroom terrace property.
7	Gorton	6 Friendship Avenue	Two bedroom terrace property.
8	Hyde	52 Marler Road	Three bedroom semi detached property.
9	Reddish	22 Broadstone Road	Mixed use investment property located on busy main road.
10	Ashton-under-Lyne	27 Newmarket Road	Two bedroom terrace property.
11	Accrington	14 Elizabeth Street	Two bedroomed terrace property.
12	Stockport	Apt 61 Wellington Mill	Sixth floor studio apartment.
13	Ramsbottom	20 Rochdale Road	Two bedroom stone cottage.
14	Chadderton	15 Castleford Street	Four bedroom house of multiple occupancy generating £11,652 p/a.
15	Bolton	Plot 69 Land to West of River Tonge	Freehold parcel of land.
16	Bolton	223 Ainsworth Lane	Three bedroom terrace property.
17	Bury	Lynwood, 223 Walmersley Road	Stunning family home or potential to convert in to four flats.
18	Accrington	30 Craven Street	Two bedroom terrace property.
19	Accrington	114 Blackburn Road	Three storey retail premises close to Train Station and Town Centre.
20	Bolton	Plot 70 Land to West of River Tonge	Freehold parcel of land.
21	Salford	22 Griffin Street	Five bedroom semi-detached property.
22	Salford	22a Griffin Street	Two bedroom flat above garage with potential for further development.
23	Clayton	Land to North of Eccleshall Street	Freehold parcel of land extending to 0.125 acres or thereabouts.
24	Whalley Range	8 Withington Road	Seven bedroom semi detached property.
25	Bolton	Plot 71 Land to West of River Tonge	Freehold parcel of land.
26	Burnley	164 Oxford Road	Four renovated apartments.
27	Buxton	109 Fairfield Road	Three bedroomed terrace property.
28	Wigan	Land South of Crossford Close	Parcel of Woodland extending to circa 0.7 A (0.28H).
29	Rochdale	148 Meadow View	One bedroom first floor flat.

LOT	AREA	ADDRESS	DESCRIPTION
30	Bolton	Plot 72 Land to West of River Tonge	Freehold parcel of land.
31	Moston	1 Baildon Street	Two bedroomed end terrace.
32	Newtown	280 Buxton Road	Four bedroom end terrace property
33	Bury	Land at the side of 129 Croft Lane	Plot of land with planning permission for 7 dwellings.
34	Bolton	Plot 73 Land to West of River Tonge	Freehold parcel of land.
35	Moston	123 Gill Street	Three bedroom end terrace property.
36	Bacup	The Royal Oak Hotel, 91 Newchurch Road	Freehold public house with existing tenant.
37	Bolton	Plot 74 Land to West of River Tonge	Freehold parcel of land.
38	Moston	15 Delside Avenue	Three bedroom semi detached property.
39	Longsight	18a Greton Close	Two bedroom ground floor apartment.
40	Moston	146 Kenyon Lane	Substantial two bedroom bay fronted terrace property.
41	Merthyr Tydfil	Plot 10 Land at Greenfield Terrace	Freehold parcel of land.
42	Victoria Park	Flat 1, Martin House, 4 Conyngham Road	One bedroom ground floor apartment.
43	Leigh	40 Laxey Crescent	Two bedroom semi-detached property.
44	Merthyr Tydfil	Plot 11 Land at Greenfield	Freehold parcel of land.
45	Reddish	1 Hobson Street	Two bedroom terrace property.
46	Wythenshaw	49 Overdale Road	Three bedroom semi detached property.
47	Atherton	107-111 Market Street	Parcel of land with full PP for 5,600 SQFT (520 SQM) retail and offices.
48	Eccles	446 Liverpool Road	Four bedroom terrace property.
49	Burnage	78 Shawbrook Road	Five bedroom extended semi-detached property.
50	Old Trafford	12 Ayres Road	Substantial three bedroom semi-detached property.
51	Wigan	10 Holt Street	Two bedroom terrace property.
52	Bolton	50 Brocksby Chase	Modern three bedroom semi detached property.
53	Bolton	58 Rawson Street	Two bedroom terrace property.
54	Salford	345 Lower Broughton Road	Retail unit & self contained 3 bedroom flat: potential income £23,640 PA.
55	Bala	Tawelfan, 50 High Street	Retail premises, large accommodation and planning for holiday let to rear.
56	Stretford	Garages Portland Road	Block of 4 garages on plot circa 129 SQM, may suit development STP.
57	Stretford	Garages Park Road	Block of 6 garages on plot circa 0.11 Acres, may suit development STP.



Cemetery Lodge, 126 Manchester Road, Wilmslow SK92LE

Three bedroom detached property with outbuildings for renovation.

Directions On Manchester Road close to junction with Stanneylands Road and Dean Row Road, through Wilmslow Cemetery gates

Overview This is an exciting opportunity for an owner occupier or investor to renovate and alter what is a rather unique property located off Manchester Road and adjacent to Wilmslow Cemetery, being the former lodge. The accommodation is quirky and generous throughout coupled with a detached garage, rear garage space with outside WC and outhouse integrated. There is a further detached outbuilding which has a basement room and additional WC. The garden space is in three sections with an enclosed rear yard which may be ideal for main access to the house, a family garden area and also an established vegetable garden with fruit trees. The property has majority double glazing and central heating (not tested)

Accommodation Ground floor: Hallway, three receptions rooms, kitchen, pantry.
First floor: Three double bedrooms, study/box room, bathroom.
Exterior: Gardens and outbuildings. Site area circa 0.22 Acres. Internal NIA circa 1,467 SQFT.

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.



Notes	The disposal will be freehold where the property will be restricted to a single dwelling to allow quiet enjoyment of the Cemetery. Access rights will be granted over the cemetery land and the purchaser will be able to create a new vehicular access point to the right of the cemetery gates where there is an existing cobbled driveway and detached garage, subject to planning and consent of the Freeholder of the cemetery.
Planning	Any interested parties are advised to make their own enquiries directly to the relevant local authority regarding permitted development, change of use and alterations to the existing building and plot. Cheshire East Council: 0300 123 5014 or email planning@cheshireeast.gov.uk
Possession	Vacant on completion
EPC rating	EPC rating: E.
Viewing	Auction department 0161 443 4740

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1 Kenwood Road, Stretford, Manchester M32 8PS

Four bedroom semi detached property.

Directions	Kenwood Road is directly off Edge Lane
Accommodation	Ground floor: Hall, lounge, sitting room, dining room, kitchen, cellars First floor: Three bedrooms, bathroom Second floor: Bedroom four Exterior: Garden to the rear
Note	Gas central heating and double glazing. Close to Stretford Grammar School and Turn Moss Playing Fields. No pre-auction offers will be considered on this lot
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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26 Inkerman Street, Bacup OL13 9JD

Two bedroom back to back terrace

Directions	Off Gladstone Street, off South Street, off St James Square A671
Accommodation	Basement: One chamber Ground floor: Lounge, kitchen First floor: Bedroom one and bathroom Second floor: Bedroom two
Note	In need of refurbishment and will generate circa £350 - £400 PCM once modernised
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
4

GUIDE PRICE: £55,000+



19 Wallis Street, Newton Heath, Manchester M40 1NU

Two bedroom end terrace property.

Directions	Off Loring Street, off Droylsden Road
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Yard to side and rear with potential for off road parking
Note	Gas central heating. Cul-de-sac location. Popular location
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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39 Heather Street, Clayton, Manchester M11 4FW
Two bedroom end terrace property

Directions	Off Ravensbury Street, off Bank Street, off Ashton New Road A662
Accommodation	In need of refurbishment Ground floor: Lounge, kitchen diner First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	The property is situated within the regeneration area of Clayton with work on parallel streets taking place at present Contact East Manchester Regeneration for more information: Telephone: 0161 223 1100
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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

LOT
6

GUIDE PRICE: £68,000+



HS
Property Group



28 Sherrington Street, Longsight, Manchester M12 5RW

Two bedroom terrace property

Directions	Off Pink Bank Lane, off Stanley Grove, off Stockport Road A6
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Landing, two bedrooms, bathroom Exterior: Rear yard
Note	Single glazed windows and gas central heating Similar properties in the area have a rental income of £575PCM
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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for more information.



6 Friendship Avenue, Gorton, Manchester M18 7HH

Two bedroom terrace property

Directions	Direct off Hyde Road (A57)
Accommodation	Ground floor: Lounge, dining room First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows. Potential rental income of £500 - £500 per month. Close to Debdale Park and within easy reach of public transport
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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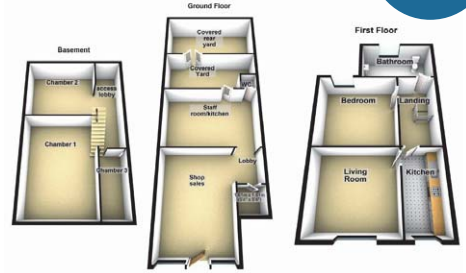
52 Marler Road, Hyde SK14 4BD

Three bedroom semi detached property.

Directions	Off Stansfield Road, off Ashton Road (B6170)
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Lounge, dining kitchen, conservatory First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing
EPC Rating	D
Possession	To be sold subject to a tenancy - periodic AST from 9/3/12 at £545 per month.
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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22 Broadstone Road, Reddish, Stockport SK57AE

Mixed use investment property located on busy main road.

Directions	Located on Broadstone Road close to main shopping district on Reddish Road
Details	Ground floor: retail premises circa 20 SQM (215 SQFT), sales area, rear staff area/ kitchen, WC. Two covered yard spaces. Basement: Four chambers, used for dry storage. First Floor Flat: (Ground floor access) Living room, kitchen, bedroom, bathroom.
Notes	EPC ratings: Flat E, Shop C. Plans for purposes of interior layout only- not to scale
Possession	Flat leased on AST agreement since February 2017, holding over at £400 PCM. Shop: (Comfort Et Mobility Shop) Vendor advises law society lease holding over, £350 per month.
Viewing	Strictly by appointment. Auction department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT
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LOT
10

GUIDE PRICE: £68,000



27 Newmarket Road, Ashton-under-lyne OL7 9LW

Two bedroom terrace property

Directions	Off Oldham Road A627
Accommodation	Ground floor: Lounge, dining kitchen First floor: Landing, two bedrooms, bathroom Exterior: Garden fronted and rear yard
Note	Gas central heating and double glazed windows Recently had a long term tenant providing £450 PCM. Rental potential of £500 PCM
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740



14 Elizabeth Street, Accrington BB5 0HH

Two bedroom terrace property

Directions	Off Pickup Street, off Moscow Mill Street, off Union Road B6231
Accommodation	Not inspected but reported by the seller to be: Ground floor: Lounge, dining room, kitchen First floor: Landing, two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows Within walking distance to local amenities and Church & Oswaldtwistle Train Station.
EPC Rating	D
Possession	Tenanted - Let on an AST from 1/11/16 providing £375 PCM
Viewing	Auction Department 0161 443 4740

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friendly advice on

0161 443 4548





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

Directions	Wellington Mill AKA The Hat Works is located on the main A6 in the centre of Stockport
Accommodation	Ground floor: Communal hall, two lifts to all floors Sixth floor: Hall, open plan lounge/bedroom, kitchen with built in oven and hob, shower room
Note	Wellington Mill was built as an early fireproof cotton spinning mill in 1830 before becoming a hat works in the 1890s. It is a Grade II listed building within walking distance of the town centre and railway station offering excellent transport links into Manchester. Electric heating and double glazing. It also offers a yield of around 9%
EPC Rating	D
Possession	Tenanted - AST which started on 7/9/16 and renewed for twelve months on 7/2/17 at £365 pcm; in the process of being renewed again
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

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 for more information.

LOT
13

GUIDE PRICE: £90,000



20 Rochdale Road, Edenfield, Ramsbottom, Bury BLO 0JX

Two bedroom stone cottage

Directions	Located at the top of Rochdale Road A680 close to the roundabout with Bury Road / Market Street
Accommodation	Ground floor: Vestibule, lounge, kitchen First floor: Landing, two bedrooms, bathroom Exterior: Rear garden
Note	Gas central heating and double glazed windows Potential rental income of £550 - £600 PCM
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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15 Castleford Street, Chadderton, Oldham OL1 2PS

Four bedroom house of multiple occupancy generating £11,652 p/a

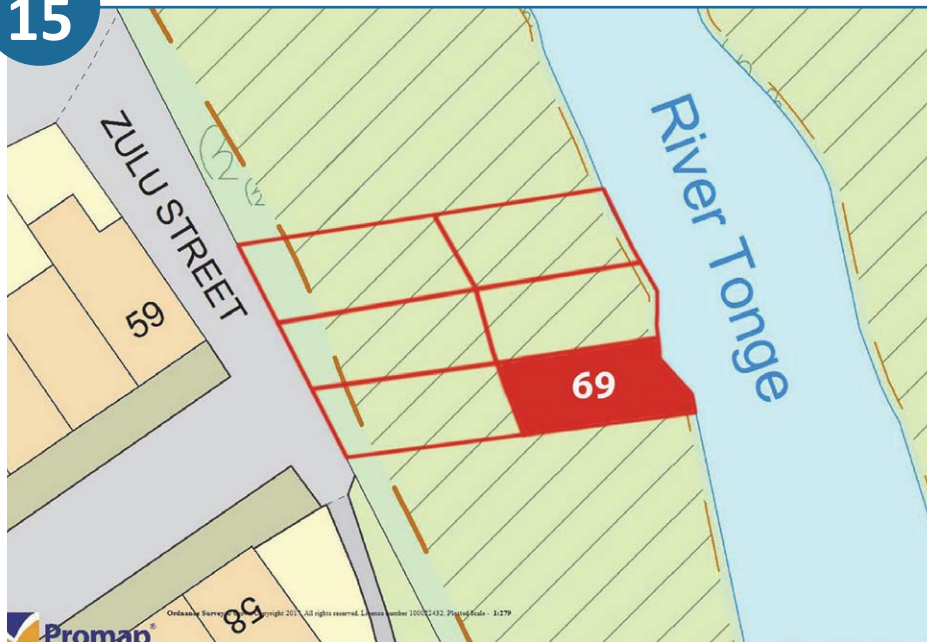
Directions	Off Abson Street, off Wakefield Street, off Burnley Lane, off Chadderton Way A627
Accommodation	Ground floor: One bedroom, large kitchen and lounge area First floor: Landing, three bedrooms and bathroom Exterior: Rear yard
Note	The property has undergone a full refurbishment programme including rewire, new gas central heating system and double glazed windows throughout Full furniture pack included Lease provides 11% NET yield
EPC Rating	D
Possession	Tenanted - Five year FRI lease to blue chip PLC from 28/12/17 providing guaranteed income of £971 per month, £11,652 per annum with no deductions No management fees, no maintenance costs and no voids
Viewing	Strictly by appointment only, Auction Department 0161 443 4740

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LOT
15

GUIDE PRICE: NO RESERVE



Plot 69, Land To West Of River Tonge, Bolton BL21NU

Freehold parcel of land to be sold with no reserve.

Directions	Located to the north of Zulu Street close to Bradford Street/Bury Road
Details	The plot is located close to residential housing on Zulu Street. The land is wooded, overgrown and has variations in ground levels toward the River Tonge
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only.
Possession	Vacant on completion, bought "as is".
Viewing	Open site.

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223 Ainsworth Lane, Bolton BL2 2QQ

Three bedroom terrace property.

Directions	Ainsworth Lane (B6208) runs between Thicketford Road which is off Crompton Way and Bury Road (A58)
Accommodation	Not inspected: Ground floor: Entrance vestibule, lounge, dining kitchen, sun room First floor: Three bedrooms, bathroom. Access to loft room Exterior: Rear yard
Note	Gas central heating and double glazing. Popular location with good access to public transport and Bolton Town Centre
EPC Rating	D
Possession	Tenanted on a twelve month AST from 22/2/17 at £500 per month
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

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Lynwood, 223 Walmersley Road, Bury BL9 5DF

Stunning family home or potential to convert in to four flats

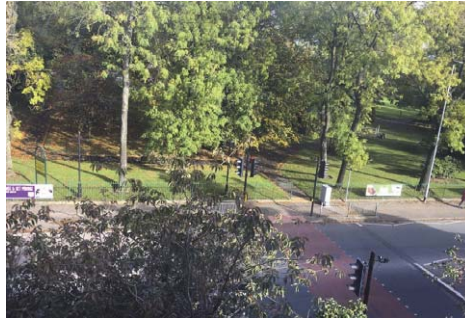
Directions Located on the main A56 overlooking Clarence Park and close to Chesham Woods

Introduction We are absolutely delighted to bring to the market this six bedroom semi detached property in a sought after location opposite to Clarence Park in the Chesham/ Walmersley area of Bury with great transport links, good local schools and shops. Lynwood is a substantial handsome property built at the turn of the 20th century and draws upon architectural influences from both the Victorian and Edwardian eras. The property has been in the same family for over 40 years and the opportunity has now arisen for new owners to update this spacious and adaptable accommodation in order to provide a stunning family home

Accommodation The property is over three floors plus basement and consists of entrance vestibule, inner hall, sitting room, dining room, dining kitchen, cloakroom, basement. To the first floor are four bedrooms, a bathroom and separate WC, to the second floor are two further generous bedrooms and storeroom. Externally are gardens to the front and side and a rear patio providing access to the utility room and garage

FINANCE AVAILABLE FOR THIS LOT

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Note	<p>The property has gas central heating and has been re-wired in recent years however it does require some modernisation to bring to current living standards</p> <p>Subject to appropriate approvals and planning consent, there is the potential to convert the property in to four separate apartments</p> <p>None of the furniture is included in the sale</p> <p>The vendor of this property is also a Director of Edward Mellor Limited</p>
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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30 Craven Street, Accrington BB5 0SE

Two bedroom terrace property.

Directions Off Willows Lane, off Blackburn Road

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

Note Gas central heating and double glazing

EPC Rating On order

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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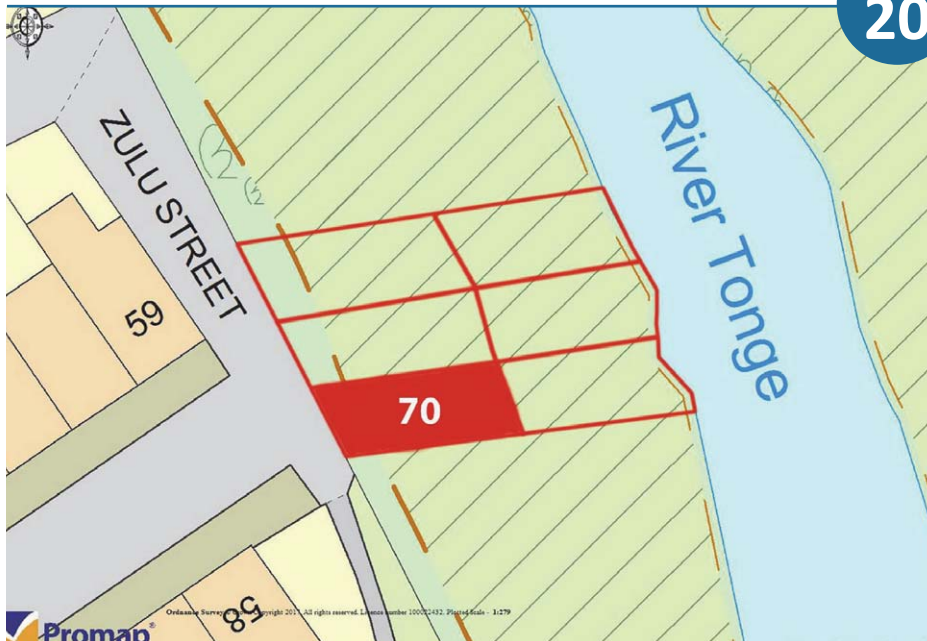
114 Blackburn Road, Accrington BB50AD

Three storey retail premises close to Train Station and Town Centre.

Directions	Located on Blackburn Road, close to Junction with King Street in Town Centre
Details	The accommodation is over three floors with ground floor retail space and residential accommodation over first and second floors with living room, kitchen, bathroom and bedroom. Externally: yard area to rear. Total floor area over three floors circa 90 SQM (960 SQFT)
Notes	EPC rating: C. Property may suit alternative uses subject to planning. All interested parties are advised to make their own enquires directly to Hyndburn Borough Council Planning Department.
Possession	Vacant on completion.
Viewing	Auction department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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Plot 70, Land To West Of River Tonge, Bolton BL21NU

Freehold parcel of land to be sold with no reserve.

Directions	Located to the north of Zulu Street close to Bradford Street/Bury Road
Details	The plot is located close to residential housing on Zulu Street. The land is wooded, overgrown and has variations in ground levels toward the River Tonge
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only.
Possession	Vacant on completion, bought "as is".
Viewing	Open site.

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.

LOT
21

GUIDE PRICE: £250,000+



22 Griffin Street, Salford M7 2HX

Five bedroom semi-detached property

Directions	Off Lower Broughton Road, off Great Cheetham Street West A576
Accommodation	Ground floor: Porch, hallway, lounge, dining room, kitchen, utility room/shower room First floor: Landing, five bedrooms and bathroom Exterior: Garden fronted and large rear garden
Note	Potential development opportunity to change use to HMO subject to PP Gas central heating and double glazed windows.
EPC Rating	D
Possession	Tenanted - Short term tenant - Please refer to legal pack for more information
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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22A Griffin Street, Salford M7 2HX

Two bedroom flat above garage with potential for further development

Directions	Off Lower Broughton Road, off Great Cheetham Street West A576
Accommodation	Ground floor: Access to the flat is at the rear. Large double garage First floor: Landing, lounge, kitchen, two bedrooms and bathroom No garden
Note	Potential to convert the garage to into another flat subject to the relevant consent
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
23

GUIDE PRICE: £65,000



Land To North Of, Eccleshall Street, Clayton, Manchester M114QR

Freehold parcel of land extending to 0.125 acres or thereabouts.

Directions	Located off Bebbington Street off Ashton New Road, less than one mile away from the MCFC Etihad Stadium.
Details	This parcel of freehold land is located in a popular and growing residential location. The site is circa 0.125 Acres or thereabouts and historically housed garages. The site is considered suitable for residential redevelopment subject to the necessary consents.
Notes	All interested parties are advised to make their own enquiries directly to Manchester City Council Planning Department, Town Hall, Albert Square, Manchester, M60 2LA. Tel: 0161 234 5000, Fax: 0161 236 5909. Lined plan is for purposes of identification only- refer to the online legal pack for the full and accurate title plan
Possession	Vacant on completion
Viewing	Open site

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8 Withington Road, Whalley Range, Manchester M16 8AA

Seven bedroom semi detached property

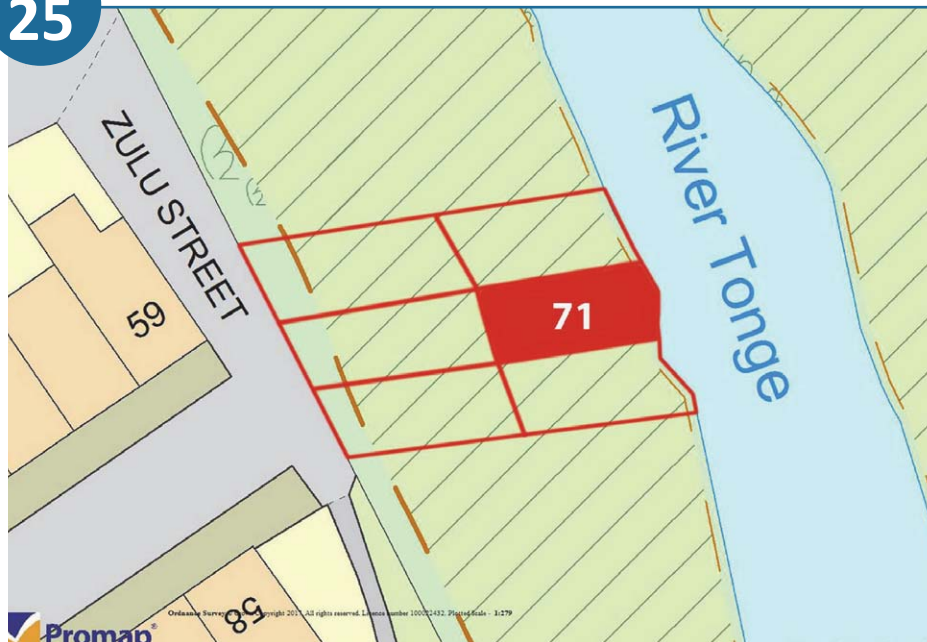
Directions	The property is located close to the junction of Upper Chorlton Road and Chorlton Road
Accommodation	<p>Lower ground floor: Cellars with two chambers</p> <p>Ground floor: Hall, three reception rooms, kitchen, bathroom/WC, separate WC</p> <p>First floor: Four bedrooms with bathroom/ WC</p> <p>Second floor: Two further bedrooms</p> <p>Exterior: Lawned gardens to front with a large driveway with parking for several cars. Gated to the side leading to the large rear yard which houses six single garages which have electric and water</p>
Note	Gas central heating and double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.

LOT
25

GUIDE PRICE: NO RESERVE



Plot 71, Land To West Of River Tonge, Bolton BL21NU

Freehold parcel of land to be sold with no reserve.

Directions	Located to the north of Zulu Street close to Bradford Street/Bury Road
Details	The plot is located close to residential housing on Zulu Street. The land is wooded, overgrown and has variations in ground levels toward the River Tonge
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only.
Possession	Vacant on completion, bought "as is".
Viewing	Open site.

FINANCE AVAILABLE FOR THIS LOT

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164 Oxford Road, Burnley BB11 3HB

Four renovated apartments.

Directions	Off Todmorden Road (A671)
Accommodation	Ground Floor: Communal hallway. Flats 1 & 2 - bedroom, bathroom, open plan kitchen/lounge First Floor: Flat 3 - bedroom, shower room, open plan kitchen/lounge Flat 4 - bedroom, bathroom, open plan kitchen/lounge
Notes	Separate gas central heating systems. Double glazing. Interior photographs taken prior to the property being tenanted
EPC Rating	All four flats are rated C
Possession	Tenanted - let to one company at £335.00 per month per flat making a total £1340.00 per month for two years from 1/3/17
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

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LOT
27

GUIDE PRICE: £98,000+



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	Ground floor: Lounge, 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. Interior photographs taken whilst tenanted.
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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GUIDE PRICE: £5,000

**LOT
28**



Land South Of, Crossford Close, Blundell's Wood, Wigan WN36BT Parcel of Woodland extending to circa 0.7 A (0.28H).

Directions	The land is located to the South of Crossford Close and to North of Ravenswood Avenue
Details	The lot being sold lies between two residential developments in Pemberton, Wigan. The woodland may have development or business opportunities subject to the necessary consents. The site is estimated at 0.7 Acres (0.28 Hectares) from OS Map measuring tools.
Planning	All parties are advised to consult with the local planning department directly: Wigan Metropolitan Borough Council, 01942 244 991
Notes	The red shaded plan is for purpose of identification only: please refer to the legal pack for the title plan.
Possession	Vacant, site bought as is.
Viewing	Open site: please be respectful of nearby residents.

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148 Meadow View, Rochdale OL12 7PB

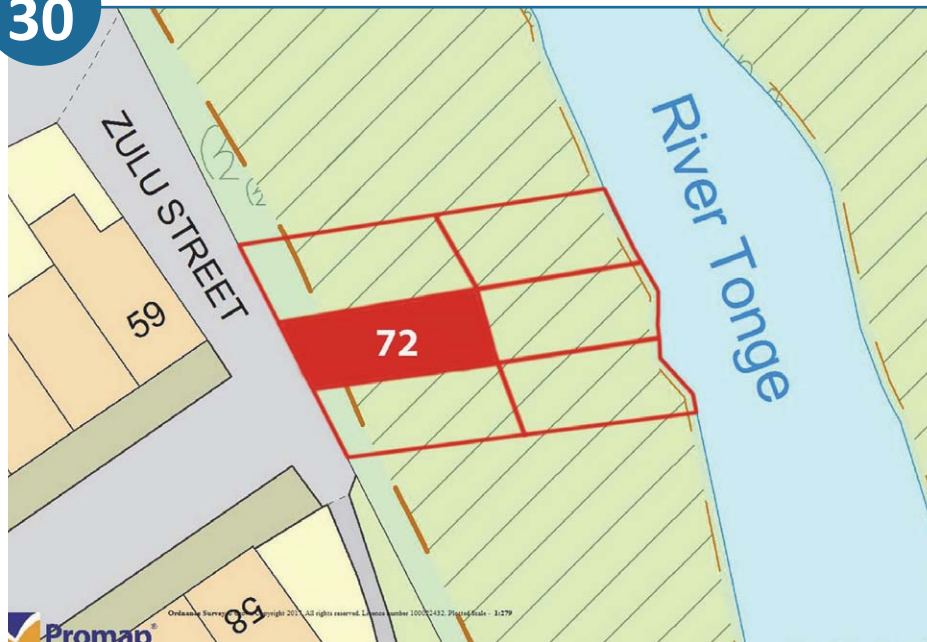
One bedroom first floor flat.

Directions	Direct off Edenfield Road (A680)
Accommodation	Ground floor: Communal areas and stairs to first floor First floor: Lounge overlooking the gardens, kitchen, bedroom, bathroom Exterior: Communal gardens
Note	Gas central heating and double glazing. Close to Rochdale Golf Course and Denehurst Park
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT
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LOT
30

GUIDE PRICE: NO RESERVE



Plot 72, Land To West Of River Tonge, Bolton BL21NU

Freehold parcel of land to be sold with no reserve.

Directions	Located to the north of Zulu Street close to Bradford Street/Bury Road
Details	The plot is located close to residential housing on Zulu Street. The land is wooded, overgrown and has variations in ground levels toward the River Tonge
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only.
Possession	Vacant on completion, bought "as is".
Viewing	Open site.

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GUIDE PRICE: £55,000+

**LOT
31**



1 Baildon Street, Moston, Manchester M40 9LS

Two bedroom end terrace property.

Directions	Directly off Moston Lane close to Broadhurst Park
Accommodation	Ground floor: Hall, open plan lounge/dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. The completion date on this lot will be 6th April
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department - 0161 443 4740

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LOT
32

GUIDE PRICE: £325,000+



280 Buxton Road, Newtown, Disley, Stockport SK12 2PY

Four bedroom end terrace property.

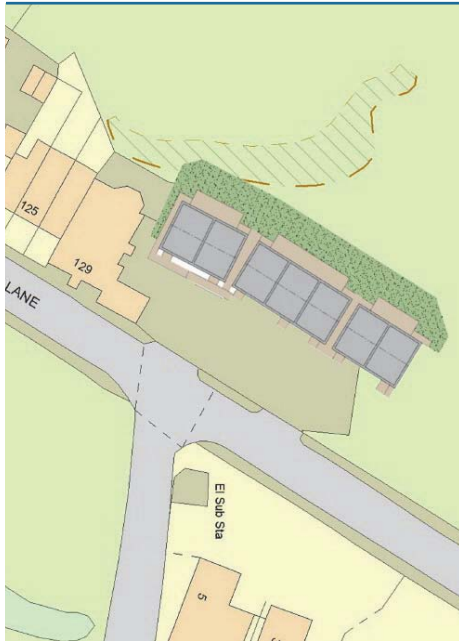
Directions	On the main A6 in Newtown
Accommodation	Ground floor: Porch, hall, living room, sitting room, large dining kitchen, unfinished extension with potential to add gymnasium, home office or children's play room First floor: Four double bedrooms, master having an en-suite shower room, further bathroom Exterior: Gardens to side and rear and gated driveway parking
Note	Gas central heating and double glazing. Very large side garden which offers an excellent redevelopment opportunity subject to the usual planning consents. There is currently a new housing estate being build adjacent to this. Relocation forces sale
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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GUIDE PRICE: £350,000

**LOT
33**



Land At The Side Of, 129 Croft Lane, Bury BL98QH

Land with outline planning permission for seven residential dwellings.

Directions	The site is located 1.16 KM south west of the M66 J3 and is in a semi rural location close to Bury Golf Club, Pilsworth Shopping Complex and Park 66.
Details	61135 Outline application for the construction of 7 no. Dwellings Car park to the north of 129 Croft Lane, Bury, BL9 8QH. All interested parties are advised to consult directly with Bury Council Planning Department: 0161 253 5432 or email development.control@bury.gov.uk
Notes	The picture plan with plots imposed is for purpose of identification only: refer to on line legal pack for title plan and relevant planning documents. The proposed elevational drawing is indicative of house type. The vendors of the plot have been advised by local estate agencies that the potential sale prices of the properties when built as four bedroom family homes are in the region of £225,000 to £235,000 making the site have a potential GDV circa £1.6 million. It is also advised that the properties have potential to rise to £250,000 to £275,000 in 12-18 months.
Possession	Vacant possession, site bought as is.
Viewing	Open site, please respect the privacy of the neighbouring occupants

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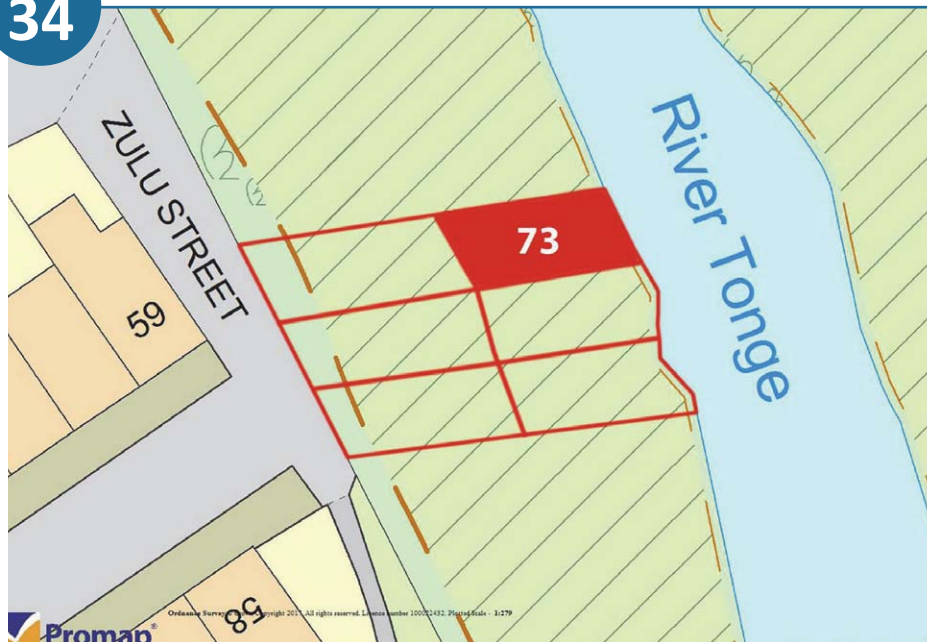
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LOT
34

GUIDE PRICE: NO RESERVE



Plot 73, Land To West Of River Tonge, Bolton BL21NU

Freehold parcel of land to be sold with no reserve.

Directions	Located to the north of Zulu Street close to Bradford Street/Bury Road
Details	The plot is located close to residential housing on Zulu Street. The land is wooded, overgrown and has variations in ground levels toward the River Tonge
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only.
Possession	Vacant on completion, bought "as is".
Viewing	Open site.

FINANCE AVAILABLE FOR THIS LOT

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GUIDE PRICE: £65,000+

**LOT
35**



123 Gill Street, Moston, Manchester M9 4FU

Three bedroom end terrace property.

Directions Directly off Moston Lane between Bute Street and Clough Road

Accommodation Ground floor: Lounge, dining room, kitchen, WC
First floor: Three bedrooms, bathroom
Exterior: Small garden to the front and side

Note Gas central heating and double glazing

EPC Rating F

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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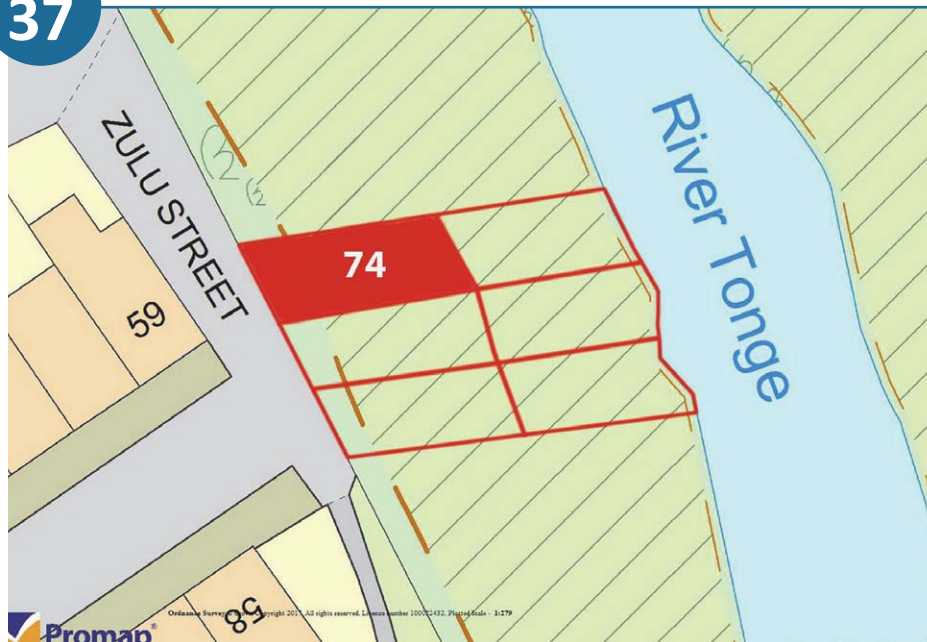
Royal Oak Hotel, 91 Newchurch Road, Stacksteads, Bacup OL130DH
Freehold public house with existing tenant.

Directions	The property is located on Newchurch Road (A681) opposite Futures Park Business Centre and Estate
Details	Ground floor: Lounge bar with stage, games rooms, ladies and gents WCs. First floor: Landing, lounge, dining kitchen, four bedrooms, bathroom. Basement: Beer cellar with drop to side. Externally: Access to boiler house. Side parking, courtyard beer garden to rear, 3 outhouses, former stables.
Notes	EPC on order. Property in need of some repair and refurbishment. May suit residential redevelopment subject to planning permission. The sale is subject to VAT as a transfer of ongoing concern.
Possession	Tenanted. Rent on lease £10,000 per year, holding over. Some debt on lease on payment agreement.
Viewing	Auction department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT
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LOT
37

GUIDE PRICE: NO RESERVE



Plot 74, Land To West Of River Tonge, Bolton BL21NU

Freehold parcel of land to be sold with no reserve.

Directions	Located to the north of Zulu Street close to Bradford Street/Bury Road
Details	The plot is located close to residential housing on Zulu Street. The land is wooded, overgrown and has variations in ground levels toward the River Tonge
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only.
Possession	Vacant on completion, bought "as is".
Viewing	Open site.

FINANCE AVAILABLE FOR THIS LOT

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for more information.

YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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15 Delside Avenue, Moston, Manchester M40 9LF

Three bedroom semi detached property.

Directions	From Ashley Lane, turn into Lily Lane which becomes Bluestone Road, left into Fold Street and right into Delside Avenue
Accommodation	Ground floor: Entrance hall, through lounge with french doors to garden, modern dining kitchen with built in oven and hob First floor: Three bedrooms, shower room Exterior: Gardens to the side and rear, driveway
Note	Gas central heating and double glazing. Cul-de-sac location
EPC Rating	D
Possession	Tenanted - twelve month AST from 1/10/17 at £700 per month. The tenants have expressed a desire to remain in situ. Given the length of the tenancy, the property is only suitable for investors
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.

LOT
39

GUIDE PRICE: £65,000+



18a Greton Close, Longsight, Manchester M13 0YR

Two bedroom ground floor apartment.

Directions	Off Greville Street, off Clarence Road, off Dickenson Road (A6010)
Accommodation	Ground floor: Hall, lounge, newly re-fitted kitchen, two bedrooms, newly re-fitted bathroom Exterior: Communal parking and grounds
Note	Electric heating and double glazing. Ideal for landlords as it's a modern block which is well maintained and is also conveniently located for Manchester Royal Infirmary and Universities
EPC Rating	C
Possession	Tenanted - six month AST from 1/6/14 at £450 pcm
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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0161 443 4740



146 Kenyon Lane, Moston, Manchester M40 9DF

Substantial two bedroom bay fronted terrace property.

Directions	On Kenyon Lane, close to the junction with Lightbourne Road
Accommodation	Ground floor: Entrance hall, through lounge/dining room with patio doors, modern re-fitted kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard/garden which is not overlooked
Note	Gas central heating and double glazing. Extremely popular location
EPC Rating	On order
Possession	Tenanted - please refer to the legal pack for more information. The tenants have expressed a desire to remain
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.



Plot 10, Land At, Greenfield Terrace, Penydarren, Merthyr Tydfil CF479HN

Freehold parcel of land to be sold with no reserve price.

Directions	The plot is located in Merthyr Tydfill in bewteen Greenfield Terrace and Rocky Road
Details	The plot is located with road frontage onto Rocky Road, the site is elevated and is mainly grass with some trees and is close proximity to residential housing and the local Gellifaelog primary school
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only. There is an overage in favour of the council following any successful planning applications. Which will be detailed in the legal pack.
Possession	Vacant on completion, bought "as is".
Viewing	Open site

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.



Flat 1, Martin House, 4 Conyngham Road, Victoria Park, Manchester M14 5SA
One bedroom ground floor apartment.

Directions	Off Oxford Place, off Anson Road (A34)
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Lounge, kitchen, bedroom, bathroom Exterior: Communal lawned gardens and private residents car parking
Note	Electric wall heaters and double glazing. Conveniently located within reasonable reach of Manchester City centre, the universities and hospitals. Communal laundry room offering washing & drying facilities free of charge, secure bike storage, storage cupboards for each apartment are located on the ground floor measuring approximately 2 metres x 2 metres
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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Specialist in
AuctionConveyancing

Contact – **Peter Robinson**

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



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40 Laxey Crescent, Leigh WN7 5HF

Two bedroom semi-detached property

Directions	Off Wigan Road A578
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Hall, lounge, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Gardens to front and rear
Note	Reported to have gas central heating and double glazed windows
EPC Rating	G
Possession	Tenanted - Refer to legal pack for more information
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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for more information.



Plot 11, Land At, Greenfield Terrace, Penydarren, Merthyr Tydfil CF479HN

Freehold parcel of land to be sold with no reserve price.

Directions	The plot is located in Merthyr Tydfill in bewteen Greenfield Terrace and Rocky Road
Details	The plot is located with road frontage onto Greenfield Terrace, the site is elevated and is mainly grass with some trees and is close proximity to residential housing and the local Gellifaelog primary school
Notes	The buyers premium on this lot is £600. The buyer is responsible for the sellers legal costs and the minimum deposit is £2,000. Please refer to the on line legal pack for the actual boundary details, the lined and shaded plan is for purpose of identification only. There is an overage in favour of the council following any successful planning applications. Which will be detailed in the legal pack.
Possession	Vacant on completion, bought "as is".
Viewing	Open site

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.



1 Hobson Street, Reddish, Stockport SK5 6PT

Two bedroom terrace property.

Directions	Directly off Gorton Road (B6167) close to Reddish North Station
Accommodation	Ground floor: Lounge, modern dining kitchen with fitted oven, hob and extractor First floor: Two bedrooms, bathroom Exterior: Rear yard leading to further gated area
Note	Gas central heating and double glazing. The garage is not included in the sale
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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for more information.



49 Overdale Road, Benchill, Wythenshawe, Manchester M22 4PY

Three bedroom semi detached property.

Directions	Off Lyndene Road, off Brownley Road (A560)
Accommodation	Ground floor: Entrance porch, hall, lounge, kitchen, bathroom, separate WC First floor: Three bedrooms Exterior: Gardens to the front and rear, driveway, garage
Note	Gas central heating and double glazing. Conveniently located for access to the M56
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548
for more information.



107-111 Market Street, Atherton, Manchester M460DA

Parcel of land with full PP for 5,600 SQFT (520 SQM) retail and offices.

Directions	Located on the main high street on corner of Market Street and Hampson Street
Overview	Atherton is a town within the Metropolitan Borough of Wigan, in Greater Manchester with a population of around 21,000. It is 5 miles (8.0 km) east of Wigan, 2 miles (3.2 km) north of Leigh, and 10.7 miles (17.2 km) northwest of Manchester. Nearby retailers include Boots and Heron Foods.
Planning	Ref: A/12/76474. Application to extend the time limit for implementation of planning permission A/08/72242 - Erection of two storey building comprising retail units at ground floor with offices above following demolition of existing building (Amendment to A/08/70585). The building may also suit mixed use commercial and residential development subject to consents. All interested parties are advised to make their own enquires directly to the local planning department at Wigan Council.
Notes	Vacant possession. Tenure: Two titles comprising 107 Market Street and 109/111 Market Street, both long leasehold. Lined site plan is for purpose of identification only and the true boundaries are shown in the legal pack.
Viewing	Open site

FINANCE AVAILABLE FOR THIS LOT
 Call our financial services team today on 0161 443 4548
 for more information.

LOT
48

GUIDE PRICE: £90,000+



446 Liverpool Road, Eccles, Manchester M30 7HZ

Four bedroom terrace property.

Directions	On the main A57 close to the junction with New Lane
Accommodation	Ground floor: Hall, lounge, dining room/bedroom four, kitchen with built in oven & hot First floor: Three bedrooms, bathroom Exterior: Rear garden
Note	Gas central heating and double glazing. Located minutes from the M60. Gross potential yield 13.2%. Current yield 11.2%
EPC Rating	D
Possession	Part tenanted - Room 1: rented at £280 per month since 31/12/16 - scope for increase to £300. Room 2: rented at £260 per month since 11/11/16 - scope for increase to £300. Room 3: six month AST from 18/12/17 at £300. Room 4: available at £250 per month. Total rent now £840 per month. Total achievable £1150 per month
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

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WITHDRAWN

78 Shawbrook Road, Burnage, Manchester M19 1JE
Five bedroom extended semi-detached property

Directions	Off Errwood Road, off Crossley Road, off Wellington Road North A6
Accommodation	Ground floor, Vestibule, hall, sitting room, lounge diner, kitchen, utility room, bedroom with en-suite shower room First floor: Landing, four bedrooms and bathroom Exterior: Gardens to front side and rear with driveway to front with detached garage
Note	Gas central heating and double glazed windows Within walking distance to: Heaton Moor Golf Club, Burnage Academy for Boys, Levenshulme High School, Burnage Levenshulme and Mauldeth Road Train stations.
EPC Rating	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT
 Call our financial services team today on 0161 443 4548 for more information.



12 Ayres Road, Old Trafford, Manchester M16 9LQ

Substantial three bedroom semi-detached property.

Directions	Off Chorlton Road B5218
Accommodation	Basement. Ground floor: Hallway, two reception rooms, kitchen/dining room, First floor: Three double bedrooms, bathroom Exterior: Yard to rear
Note	Gas central heating and double glazed windows. The layout of the property renders it ideal for redevelopment into two houses or two flats (subject to planning) or for someone wanting to start a small business from home
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548
for more information.



10 Holt Street, Hindley, Wigan WN2 3JB

Two bedroom terrace property

Directions	Off Liverpool Road A58
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Lounge, kitchen diner First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows Located within walking distance to shops, supermarkets, pubs, restaurants and Hindley Train Station
EPC Rating	D
Possession	Tenanted - Refer to legal pack for more information
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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50 Brocksby Chase, Bolton BL1 2JH

Modern three bedroom semi detached property.

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

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548
for more information.

GUIDE PRICE: £50,000+

**LOT
53**



58 Rawson Street, Farnworth, Bolton BL4 7RJ

Two bedroom terrace property

Directions	Off Market Street A6053
Accommodation	Not Inspected by Edward Mellor but reported to be: Ground floor: Hall, lounge, kitchen diner First floor: Landing, two bedrooms and bathroom Exterior: Garden fronted and rear yard
Note	Part double glazed and gas central heating Within walking distance to local amenities, Farnworth Train Station and links to Manchester and the M60/M61
EPC Rating	D
Possession	Tenanted - Refer to legal pack for more information
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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GUIDE PRICE: £195,000

**LOT
54**



345 Lower Broughton Road, Salford M72LH

Retail unit & self contained 3 bedroom flat: potential income £23,640 PA.

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. River view to rear
Notes	Double glazing, central heating in flats. Fully modernised interiors on both units and flats. EPC ratings: Shop D, Flat C
Possession	345 Vacant, tenants pending at £23,640 per annum
Viewing	Auction department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.



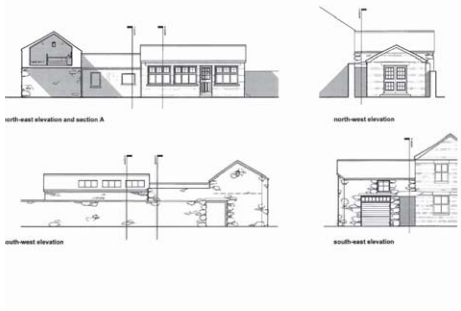
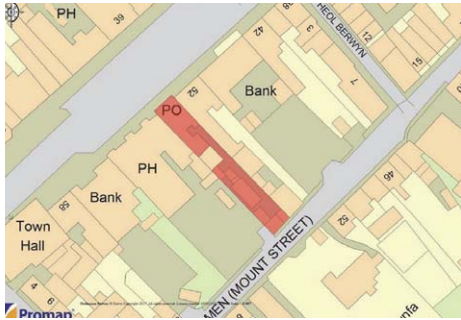
Tawelfan, 50 High Street, Bala LL237AB

Retail premises, large accommodation and planning for holiday let to rear.

Directions	The property lies in the heart of Bala town centre in a busy location.
Details	<p>Ground floor: retail space and secure counter, storerooms, WC.</p> <p>Lower first floor: Large bedroom with en-suite facility.</p> <p>Upper first floor: Landing, two reception rooms, dining kitchen, bathroom.</p> <p>Second floor: Four bedrooms.</p> <p>Third floor: Two attic rooms, potential for additional bedroom space and bathroom.</p> <p>Externally: Large double garage, courtyard garden and the old sorting office.</p>
Notes	The business has been in the owner's family since 1950 and is currently run as the Post Office and Gift Shop. The Post Office is relocating the sub postmaster position. There is no business attached to the property. EPC rating D. Shaded plan for purpose of identification only- refer to on line legal pack for Title Plan.

FINANCE AVAILABLE FOR THIS LOT

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Planning

The premises may suit alternative uses subject to planning. At the rear the garage and former sorting office have permission granted for conversion for use as holiday lets: Planning reference: NP5/53/32A. All interested parties are advised to make their own enquiries directly to Snowdonia National Park Authority, National Park Office, Penrhyndeudraeth, Gwynedd. LL48 6LF. Tel: 01766 770274 Fax: 01766 771211 Email: parc@eryri-npa.gov.uk

Possession

Vacant at completion

Virtual tour

Please note there is virtual tour of the residential accommodation available on line on this link: www.edwardmellor.co.uk/BALA

Viewing

Strictly by appointment only: Auction department 0161 443 470

FINANCE AVAILABLE FOR THIS LOT
 Call our financial services team today on 0161 443 4548
 for more information.

LOT
56

GUIDE PRICE: £50,000



Garages, Portland Road, Stretford, Manchester M320PH

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	This lot will not be sold prior to the auction. 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	The vendors of the garage colony have advised that there is an informal arrangement with one occupier producing £10 per week, per garage and no formal arrangement is in place.
Viewing	Auction department 0161 443 4740

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0161 443 4740



Garages, Park Road, Stretford, Manchester M328ED

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 six garages in one block. Site area circa 480 SQM in total (0.11 A).
Notes	This lot will not be sold prior to the auction. 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	The vendors of the garage colony have advised that there is an informal arrangement with one occupier on garage 6, believed to be the far right hand garage, producing £10 per week with no formal arrangement in place.
Viewing	Auction department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

Call our financial services team today on 0161 443 4548 for more information.

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

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

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

G7 NOTICE TO COMPLETE

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

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

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

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

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

G9.5 The BUYER must:

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

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

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

G10 INTEREST AND APPORTIONMENTS

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

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

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

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

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

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

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

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

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

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

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

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

SPECIAL CONDITIONS:

(a) so state; or

(b) give no details of any ARREARS

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

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

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

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

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

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

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

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

G12 MANAGEMENT

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

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

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

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

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

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

G13 RENT DEPOSITS

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

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

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

assignment in which the BUYER covenants with the SELLER to:

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

G14 VAT

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

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

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state:

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

G15.2 The SELLER confirms that the SELLER:

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

G15.3 The BUYER confirms that:

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

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

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

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

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

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

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

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

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

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

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

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

G16 CAPITAL ALLOWANCES

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

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

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

G16.4 The SELLER and BUYER agree:

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

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

G17 MAINTENANCE AGREEMENTS

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

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

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

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

G19.5 Where relevant:

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

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

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

G20 TUPE

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

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

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

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

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

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

G21 ENVIRONMENTAL

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

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

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

G22 SERVICE CHARGE

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

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

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

(a) service charge expenditure attributable to each TENANCY;

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

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

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

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

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

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

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

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

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

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

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

G23 RENT REVIEWS

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

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

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

G23.4 The SELLER must promptly:

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

(b) use all reasonable endeavours to

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

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:

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

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

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

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

G25 WARRANTIES

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

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

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

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

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

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

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

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

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

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

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

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

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

(a) apply for registration of the transfer;

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

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

G28 NOTICES AND OTHER COMMUNICATIONS

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

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

G28.2 A communication may be relied on if:

(a) delivered by hand; or

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

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

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

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

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

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

How to find us

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Scan for
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