

EDWARD
mellor
AUCTION



TUESDAY 13 MARCH 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

A warm welcome from Edward Mellor

Hello everyone, here we are almost a quarter of the way through 2018 with springtime just around the corner! We are already onto our second auction of the year after a fantastic February sale.

Traditionally, this is the time of year when the property market begins to build more momentum and judging by the results of the last auction we are in for a busy day! We anticipate there will be demand for all of the residential and commercial lots being offered today, which you will see as you read through the catalogue.

Do you know that you can get finance on virtually every lot up for sale in our March auction? It is a very common misconception that auction lots are for cash buyers only and that auction properties are difficult to get finance for.

Well guess what, this is simply not true! Do you want to know how you can secure funding to buy at auction? Speak to any of the team at Edward Mellor and we will personally show you how we can help you get finance!

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 give 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	Stockport	43 Charles Street	Three bedroom terrace property.
2	Openshaw	62 Wilson Street	Two bedroom terrace property.
3	Harpurhey	42 Whiteway Street	Three bedroom terrace property.
4	Harpurhey	4 Whiteway Street	Three bedroom terrace property.
5	Timperley	12 Clifford Avenue	Three bedroom terrace property.
6	Partington	14 Park Road	Three bedroom end terrace property.
7	Reddish	64 Fovant Crescent	Three bedroom semi detached house with large rear garden.
8	Ashton-under-Lyne	50 Oldham Road	Retail unit and self contained one bedroom flat above. Annualised rent £9,760.
9	Stockport	11 Anglesea Avenue	Two bedroom terrace property.
10	Moston	6 Millais Street	Two bedroom terrace property.
11	Chadderton	95 Welbeck Avenue	Three bedroom semi-detached property.
12	Bury	Lynwood, 223 Walmersley Road	Stunning family home or potential to convert in to four flats.
13	Accrington	36 Edleston Street	Two bedroom terrace property.
14	Higher Blackley	53 Sandyhill Road	Six bedroom end terrace property.
15	Timperley	Apartment 56, 39 Wellington Road	Modern two bedroom apartment.
16	Timperley	Apartment 57, 39 Wellington Road	Modern two bedroom apartment.
17	Eccles	100 Station Road	Three bedroom terrace property.
18	Radcliffe	130 Church Road West	Three bedroom end terrace property.
19	Ashton-under-Lyne	129, 131, 133 Stamford Street Central	Three retail units with hi-spec offices over, basements, suit development STP.
20	Chadderton	34 Abson Street	Four bedroom house of multiple occupancy generating £11,652 p/a.
21	Timperley	Apartment 3, Stamford Park	Modern two bedroom apartment.
22	Timperley	Apartment 6, Stamford Park	Modern two bedroom apartment.
23	Rochdale	148 Meadow View	One bedroom first floor flat.
24	Guide Bridge	257 Stockport Road	Exceptionally located and sizeable premises on busy main road.
25	Moston	29 Leighton Street	Two bedroom terrace property.
26	Ashton-under-Lyne	Good Hope Mill	Large office premises suitable for residential conversion STP.
27	Baguley	3 Borth Walk	Three bedroom end terrace property.
28	Heaton Norris	263 Green Lane	Two bedroom terrace property.
29	Heaton Norris	261 Green Lane	Two bedroom terrace property.
30	Victoria Park	Flat 1, Martin House	One bedroom ground floor apartment.

LOT	AREA	ADDRESS	DESCRIPTION
31	Bolton	1 Entwistle Street	Former post office/store with rooms over attached two bedroom terrace.
32	Longsight	38 Laidon Road	Self contained retail premises and three bedroom flat in popular location.
33	Whalley Range	168 Russell Street	Three bedroom terrace property.
34	Whalley Range	8 Withington Road	Seven bedroom semi detached property.
35	New Mills	Goyt Side Yard	Former car breakers yard with warehouse set on 5.15 Acre site.
36	Moston	229 Moston Lane East	Three bedroom end terrace property.
37	Heald Green	20 Greenhythe Road	Two bedroom detached bungalow.
38	Accrington	114 Blackburn Road	Three storey retail premises close to Train Station and Town Centre.
39	Charlesworth	Wellgate Cottage, 62 Town Lane	Two/Three bedroom semi-detached cottage.
40	Salford	33 Haddon Street	Four bedroom, two bathroom HMO.
40a	Hyde	224 Market Street	Commercial premises with upper floors and basements ideal for residential STP.
41	Rusholme	59 Ruskin Avenue	Investment property producing £2,280 monthly, close to universities and MRI
42	Salford	345 Lower Broughton Road	Retail unit & self contained three bedroom flat: potential income £23,640 PA.
43	Haslingden	110 Manchester Road	Ground floor office premises with self contained two bedroom flat over.
44	Blackpool	15 Coop Street	Five bedroom double fronted terrace.
45	Crumpsall	56 Cleveland Road	Four bedroom terrace property.
46	Wigan	Land South of Crossford Close	Parcel of Woodland extending to circa 0.7 A (0.28H).
47	Hyde	31 Water Street	138 SQM retail premises suitable for change of use/development STP.
48	Ashton-under-Lyne	77 New Lees Street	Two bedroom terrace property.
49	Moston	146 Kenyon Lane	Substantial two bedroom bay fronted terrace property.
50	Ashton-under-Lyne	9 Stamford Arcade	Three bedroom first floor duplex flat.
51	Atherton	107-111 Market Street	Parcel of land with full PP for 5,600 SQFT (520 SQM) retail and offices.
52	Salford	22a Griffin Street	Two bedroom flat above garage with potential for further development.
53	Wigan	10 Holt Street	Two bedroom terrace property.
54	Stretford Marina	Apartment 6, 76 Marland Way	Modern two bedroom apartment.
55	Stretford Marina	Apartment 5, 76 Marland Way	Modern two bedroom apartment.
56	Stretford Marina	Apartment 4, 76 Marland Way	Modern two bedroom apartment.
57	Stretford Marina	Apartment 3, 76 Marland Way	Modern two bedroom apartment.
58	Stretford Marina	Apartment 2, 76 Marland Way	Modern two bedroom apartment.
59	Stretford Marina	Apartment 1, 76 Marland Way	Modern two bedroom apartment.
60	Salford	Flat 25 Blackfriar Court	Two bedroom second floor flat.
60a	Manchester	Land at 29-31 Park Grove	0.25 acre site with full planning permission for 6 No. two bedroom apartments.
61	Ardwick	80 Stockport Road	Mixed use investment with pharmacy and separate three bedroom flat over.
62	Levenshulme	24 Dorset Road	Three bedroom semi-detached property.
63	Manchester	31 Ashbrook Street	Three bedroom terrace property with loft room.



43 Charles Street, Higher Hillgate, Stockport SK1 3JR
Three bedroom terrace property.

Directions	Off Higher Hillgate, off Wellington Road South (A6)
Accommodation	Ground floor: Lounge, dining room, kitchen, cellar First floor: Three bedrooms, bathroom Exterior: Large rear yard with off road parking
Note	Gas central heating and double glazing. Ideally located for Stockport Town Centre, public transport and the M60. Deceptively spacious accommodation
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.



62 Wilson Street, Openshaw, Manchester M11 2AZ

Two bedroom terrace property.

Directions	Directly off Alan Turing Way (A6010) close to the Eastlands Complex
Accommodation	Ground floor: Through lounge/dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. 9% yield
EPC Rating	E
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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LOT
3

GUIDE PRICE: £63,000



42 Whiteway Street, Harpurhey, Manchester M9 5PN

Three bedroom terrace property

Directions	Off Vernon Street, off Moss Brook Road, off Church Lane, off Lightbowne Road B6393
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Landing, three bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and single glazed windows Within walking distance to Harpurhey shopping centre
EPC Rating	C
Possession	Tenanted - Let on a periodic AST signed at £750 PCM (vendor currently receives £577 PCM due to housing benefit). The tenant has been in situ for approx 5 years and has expressed their interest to stay providing a great long term investment
Viewing	Auction Department 0161 443 4740

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YOU MUST READ NOTICES TO PROSPECTIVE BUYERS

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4 Whiteway Street, Harpurhey, Manchester M9 5PN

Three bedroom terrace property

Directions	Off Vernon Street, off Moss Brook Road, off Church Lane, off Lightbowne Road B6393
Accommodation	Ground floor: Hall, lounge, dining room, kitchen First floor: Landing, three bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows Within walking distance to Harpurhey shopping centre
EPC Rating	D
Possession	Tenanted - Let on a periodic AST providing £490 PCM. To be confirmed within the legal pack. The tenant has been in situ for approx 10 years and has expressed their interest to stay providing a great long term investment
Viewing	Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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for more information.

LOT
5

GUIDE PRICE: £190,000+



12 Clifford Avenue, Timperley, Altrincham WA15 6PB

Three bedroom terrace property.

Directions	Off Marsland Road, off Bloomsbury Lane, off Stockport Road (B5165)
Accommodation	Ground floor: Lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Located in a pleasant cul-de-sac close to Timperley Village. Nearest stations: Train Station Navigation Road (0.8 miles), Tram Station Timperley (0.9 miles), Train Station Altrincham (1.1 miles). Just a short drive from Altrincham and Hale
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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0161 443 4740



14 Park Road, Partington, Manchester M31 4DU

Three bedroom end terrace property.

Directions	Off Moss View Road, off Moss Lane, off Manchester Road (A6144)
Accommodation	Ground floor: Lounge, dining kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Close to Moss View Road Playing Field and Moss View Community School. Positioned conveniently within walking distance of local amenities, bus routes and benefiting from good access to the motorway network
EPC Rating	D
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
7

GUIDE PRICE: £95,000+



64 Fovant Crescent, Reddish, Stockport SK5 6HB

Three bedroom semi detached house with large rear garden.

Directions	Off Finsbury Road, off Naseby Road, off Wharfdale Road, which is off Gorton Road
Accommodation	Ground floor: Lounge, kitchen, bathroom First floor: Three bedrooms Exterior: Large rear garden
Note	Double glazing
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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50 Oldham Road, Ashton-under-lyne OL6 7AP

Retail unit and self contained one bedroom flat above. Annualised rent £9,760.

Directions	Located on fringe of town centre on busy main road, close to Ikea.
Details	We have been unable to inspect the property and advised by the owner(s) that the accommodation comprises: Ground floor: Retail unit circa 30 SQM (320 SQFT). First floor: One bedroom flat with living room, kitchen, bedroom, bathroom.
Notes	EPC ratings: Flat G. Shop on order
Possession	Tenanted. Shop: leased from 27 October 2017, £100 per week. Flat: leased on AST holding over from 1st June 2012 at £380 PCM.
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
9

GUIDE PRICE: £90,000+



HS
Property Group



11 Anglesea Avenue, Stockport SK2 6RF

Two bedroom terrace property

Directions Off Adswold Lane East, off Bramhall Lane, off Wellington Road South

Accommodation Ground floor: Lounge, dining room, kitchen
First floor: Landing, two bedrooms and bathroom
Cellar: One chamber
Exterior: Rear garden

Note Single glazed windows and gas central heating
Two bedroom terrace properties rent in this area for circa £600 PCM

EPC Rating D

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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for more information.

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0161 443 4740

GUIDE PRICE: £60,000

**LOT
10**



6 Millais Street, Moston, Manchester M40 9JX

Two bedroom terrace property

Directions Off Moston Lane, off Nuthurst Road, off Lightbowne Road

Accommodation Not inspected at time of writing this print but informed to be:
Ground floor: Hall, lounge, dining room, kitchen
First floor: Landing, two bedrooms and bathroom
Exterior: Rear yard

Note Gas central heating and double glazed windows
Potential to convert from a two bedroom to three

EPC Rating D

Possession Tenanted - Let on a periodic AST providing £495 PCM

Viewing Viewings may be available. Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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

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0161 443 4740

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Call us today for free,
friendly advice on

0161 443 4548



GUIDE PRICE: £82,000

**LOT
11**



95 Welbeck Avenue, Chadderton, Oldham OL9 9PE

Three bedroom semi-detached property

Directions Off Kirby Avenue, off Owler Lane, off Mough Lane, off Princess Road A663

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

Note Gas central heating and double glazed windows
The property is ready to let at £600 plus PCM

EPC Rating C

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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0161 443 4740



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

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Note 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

Subject to appropriate approvals and planning consent, there is the potential to convert the property in to four separate apartments

None of the furniture is included in the sale

The vendor of this property is also a Director of Edward Mellor Limited

EPC Rating E

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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36 Edleston Street, Scaitcliffe, Accrington BB5 0HG

Two bedroom terrace property.

Directions	Off Pickup Street, off Moscow Mill Street, off Union Road (B6231)
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Nearest train stations: Church & Oswaldtwistle (0.3 miles) and Accrington (0.7 miles) and located within reach of all major commuter routes. 17% yield!
EPC Rating	D
Possession	To be sold subject to a tenancy - thirty six month AST from 18/1/18 at £100 per week
Viewing	Strictly external viewing only, the tenants MUST NOT be disturbed

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53 Sandyhill Road, Higher Blackley, Manchester M9 8JR
Six bedroom end terrace property.

Directions	Off Riverdale Road, off Blackley New Road, off Middleton Road, (A576)
Accommodation	Ground floor: Hall with storage, lounge, separate dining room, modern dining kitchen with built in oven, hob and extractor, separate sitting room, ground floor WC First floor: Six bedrooms, modern bathroom, separate WC, modern shower room/WC Exterior: Gardens to the front and rear with the rear not being directly overlooked, driveway
Note	Gas central heating and double glazing. 8.5% yield
EPC Rating	F

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Location	The property is well placed for access to a good range of amenities and facilities including shops, schools, banks, places of worship, Heaton Park and North Manchester General Hospital. Benefiting from excellent road and public transport links, the property is situated just approximately 4 miles from Manchester city centre, whilst Prestwich, Bury, Middleton and Rochdale centres are all easily accessible. The new 'Media City' development at Salford Quays is just approximately 6 miles away Metrolink stations - Crumpsall (0.6 miles) Bowker Vale (0.6 miles) Woodlands Road (1.1 miles)
Possession	Tenanted; 12 month AST from 5/10/17 at £1150 per month. We understand that the tenants have been there for some time and have expressed a desire to remain
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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Apartment 56, 39 Wellington Road, Timperley, Altrincham WA15 7RD

Two bedroom second floor apartment.

Directions	From Stockport Road (A560) turn into Wellington Road and continue for some way where the development can be found on the left.
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal entrance hall with lift and stairs to all floors Second floor: Hall, lounge, dining kitchen with extractor hood, electric oven and hob. Master bedroom with en-suite shower room/wc, bedroom two, bathroom/wc Exterior: Externally there are well maintained gardens, with resident and visitor parking
Note	Electric heating and double glazing. Ideally located a short stroll from the Metrolink at Navigation Road it is also perfectly located for the area's most reputable and well established schools
EPC Rating	C
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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Apartment 57, 39 Wellington Road, Timperley, Altrincham WA15 7RD
Two bedroom second floor apartment.

Directions	From Stockport Road (A560) turn into Wellington Road and continue for some way where the development can be found on the left.
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal entrance hall with lift and stairs to all floors Second floor: Hall, lounge, dining kitchen with extractor hood, electric oven and hob. Two bedrooms, bathroom/wc Exterior: Externally there are well maintained gardens, with resident and visitor parking
Note	Electric heating and double glazing. Ideally located a short stroll from the Metrolink at Navigation Road it is also perfectly located for the area's most reputable and well established schools
EPC Rating	C
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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LOT
17

GUIDE PRICE: £68,000+



100 Station Road, Eccles, Manchester M30 0GA

Three bedroom terrace property

Directions	Off Liverpool Road A57
Accommodation	Ground floor: Lounge, dining room, kitchen First floor: Landing, three bedrooms and bathroom Exterior: Rear yard
Note	The property is located at the bottom of Station Road overlooking Ivy Road Park Situating approx half a mile away from M60 & M602 and a short walk to Patricroft Rail Station with links into Manchester City Centre
EPC Rating	G
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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

Directions	From Spring Lane, turn into Rectory bearing right into Church Street West where the property is on the left hand side
Accommodation	Not inspected: Ground floor: Lounge, dining room, kitchen First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Double glazing. Pleasant location overlooking The Festival Gardens
EPC Rating	E
Possession	To be sold subject to a tenancy - periodic AST from 30/3/09 at £114.84 per week
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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129 – 133 Stamford Street Central, Ashton-under-lyne OL6 6XJ

Three retail units with hi-spec offices over, basements, suit development STP.

Directions Located on Stamford Street Central close to the roundabout junction with A670/A635 (Park Parade)

Overview Formerly three separate units this property now comprises three retail units with interconnected basements and office space that is in excellent order throughout. The building is considered suitable for full or part conversion to residential and also for self-containment of the whole or parts. It the past uses have included restaurant, butchers and printing services. Situated in an attractive park of the Town centre and located adjoining St Michaels Parish Church, where parking can be found for business users at considerably reasonable rates. The Town Centre offers a wide variety of shopping and is home to one of the largest outdoor markets in the UK.

Ground floor Three separate shops to the front with own access and electric roller shutters. The combined internal ground floor area is circa 162 SQM (1,743 SQFT), the shops having their own WC facilities and access to upper and lower floors.

First floor The office space is space is majority open plan by nature with two offices flanking the sides and a centrally located kitchen. Circa 58 SQM (624 SQFT)

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Second floor	Majority open plan space with a rear office and WC facilities. Circa 118 SQM (1,270 SQFT)
Basements	The basement areas are interconnected and comprise three large rooms with some smaller storage areas. Power and light supply the cellar and have been used for light industrial purposes up until recently. Circa 38 SQM (409 SQFT)
Externally	The property has small yard areas to the side and rear
Notes	The building is majority centrally heated and double glazed. EPC rating C.
Planning	The property has had some residential usage in the past and it is considered suitable for full or part conversion to residential accommodation subject to the necessary consents. All interested parties are advised to consult with the local planning department directly at Tameside Council.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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LOT
20

GUIDE PRICE: £105,000+



34 Abson Street, Chadderton, Oldham OL1 2PR

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

Directions	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	C
Possession	Tenanted - Five year FRI lease to blue chip PLC from 31/10/17 providing guaranteed income of £971 per month, £11,652 per annum with no deductions
Viewing	Strictly by appointment only, Auction Department 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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Apartment 3, Stamford Park, 12 Huntspill Road, West Timperley, Altrincham WA14 5XR
Two bedroom second floor apartment.

Directions	Off Stamford Brook Road, off Manchester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Communal entrance hall Second floor: At the time of the catalogue going to print, we do not have the exact description but understand it to be a two bedroom second floor apartment. Further classification will be available on line as soon as we receive it from our client
Note	Gas central heating and double glazing. Surrounded by greenbelt land and developed in association with the National Trust, the properties on the development are eco-friendly and have been designed to be ultra-efficient in their use of energy and water. Located close to the Metrolink, Altrincham and Sale Town centres along with the M60 motorway
EPC Rating	C

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Apartment 6, Stamford Park, 14 Huntspill Road, West Timperley, Altrincham WA14 5XR
Two bedroom first floor apartment.

Directions	Off Stamford Brook Road, off Manchester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Communal entrance hall First floor: At the time of the catalogue going to print, we do not have the exact description but understand it to be a two bedroom second floor apartment. Further classification will be available on line as soon as we receive it from our client
Note	Gas central heating and double glazing. Surrounded by greenbelt land and developed in association with the National Trust, the properties on the development are eco-friendly and have been designed to be ultra-efficient in their use of energy and water. Located close to the Metrolink, Altrincham and Sale Town centres along with the M60 motorway
EPC Rating	C
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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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	C
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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257 Stockport Road, Guide Bridge, Ashton-under-lyne OL7 0NT

Exceptionally located and sizeable premises on busy main road.

Directions	Located on Stockport Road close to Shell filling station
Details	<p>The building is located on Stockport Road with a great deal of passing traffic. Site area 0.23 A or thereabouts. There is circa 1,300 SQM (14,000 SQFT) space in the entire building.</p> <p>Ground floor: Retail showroom, further showroom, two warehousing rooms, loading bay.</p> <p>First floor: 5 office rooms, large staff room and kitchen, WCs.</p> <p>Second floor: Roof void/storage.</p>
Notes	EPC rating D. Shaded plan for purpose of identification only: refer to on line legal pack for title documentation.

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PROPOSED FRONT ELEVATION



Planning

The building is considered suitable for change of use and alternative development including residential. The site and buildings are ideal for a Tesco Metro or Sainsbury local store STP. Plans could suit 6 retails units to the front with 2 commercial units at the rear and possibly 12 flats over.

All interested parties are advised to make their own enquiries directly to the local planning department at Tameside Council.

Possession

Vacant on completion. Current occupants will be vacating after New Year if not before.

Viewing

Auction department 0161 443 4740

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LOT
25

GUIDE PRICE: £60,000



29 Leighton Street, Moston, Manchester M40 9JU

Two bedroom terrace property

Directions	Off Moston Lane, off Nuthurst Road, off Lightbowne Road
Accommodation	Not inspected at time of writing this print but informed to be: Ground floor: Hall, lounge, dining room, kitchen First floor: Landing, two bedrooms and bathroom Exterior: Rear yard
Note	Gas central heating and double glazed windows Potential to convert from a two bedroom to three
EPC Rating	E
Possession	Tenanted - Let on a periodic AST providing £520 PCM. To be confirmed within the legal pack
Viewing	Auction Department 0161 443 4740

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Good Hope Mill, Bentinck Street, Ashton-under-lyne OL6 7SS
Large office premises suitable for residential conversion STP.

Directions	Located on Bentinck Street off Katherine Street off Cavendish Street on edge of Town Centre
Details	The property comprises a double storey former mill premises which has been converted to offices. Internally the accommodation has been split into a number of separate offices and meeting rooms with partitioning which could be removed if necessary to create open plan space. Ground floor: offices, WCs, associated ancillary rooms 370 SQM (3,983 SQFT) First floor: offices, WCs, associated ancillary rooms 385 SQM (4,150 SQFT)
Notes	EPC rating: E. Suspended ceilings incorporating Cat. II lighting, perimeter trunking, carpeted floors, double glazed UPVC windows, gas central heating and Disabled access lift.
Rental values	The rental value of the building "as is" is estimated in the region of £42,000.
Planning	The property is located in a "Development Opportunity Area" and therefore considered suitable for a variety of development opportunities, including HMO or flats subject to the necessary consents and all interested parties are advised to make their own enquiries directly to the local planning department.
Possession	Vacant on completion
Viewing	Auction department 0161 443 4740

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3 Borth Walk, Baguley, Manchester M23 1EJ

Three bedroom end terrace property

Directions	Borth Walk is a Pedestrian only road off Floatshall Road, off Southmoor Road, off Altrincham Road A560
Accommodation	Ground floor: Hall, lounge, dining kitchen First floor: landing, three bedrooms, bathroom, separate WC Exterior: Front and rear gardens
Note	Gas central heating (fairly new) and double glazed windows In need of modernisation Potential rental income of £750 PCM Within walking distance to Wythenshawe Hospital, Southmoor Metrolink, local amenities and a short drive to M56
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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263 Green Lane, Heaton Norris, Stockport SK4 2LZ

Two bedroom 'cottage style' end terrace property.

Directions	From the A6 turn into Heaton Road, continuing into Alexandra Road and straight over onto Green Lane
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Hall, lounge, dining kitchen, cellar First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. Nearest train stations: Heaton Chapel (0.7 miles). Stockport (0.9 miles). The property is situated on a popular cobbled street in the Green Lane conservation area only a brisk walk (approx 8 mins) to Heaton Moor's fashionable bars and restaurants
EPC Rating	On order
Possession	Tenanted until 31 March but being sold with vacant possession on completion
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

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261 Green Lane, Heaton Norris, Stockport SK4 2LZ

Two bedroom 'cottage style' terrace property.

Directions	From the A6 turn into Heaton Road, continuing into Alexandra Road and straight over onto Green Lane
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Hall, lounge, dining kitchen, cellar First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear
Note	Gas central heating (new Worcester boiler in 2017) and double glazing. Nearest train stations: Heaton Chapel (0.7 miles), Stockport (0.9 miles). The property is situated on a popular cobbled street in the Green Lane conservation area only a brisk walk (approx 8 mins) to Heaton Moor's fashionable bars and restaurants
EPC Rating	D
Possession	Tenanted until 31 March but being sold with vacant possession on completion
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

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LOT
30

GUIDE PRICE: £80,000+



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 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. Potential for a 10% yield

EPC Rating C

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

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1 Entwistle Street, 225 Ainsworth Lane, Tonge Moor, Bolton BL2 2RH
Former post office/store with rooms over and attached two bedroom terrace.

Directions	Located on the corner of Ainsworth Lane/Entwistle Street.
1 Entwistle Street	Ground floor: Shop sales area 78 SQM (839 SQFT) former post office and store. Inner lobby with stairs to first floor and opening to adjacent premises. First floor: Landing (open access to adjacent premises), two rooms, kitchen, bathroom. Second floor: Attic room. Externally: Enclosed yard area.
225 Ainsworth lane	Ground floor: Living room, kitchen. First floor: Landing (open access to adjacent shop), two bedrooms, bathroom. Externally: Covered yard with roller shutter garage door.
Notes	The property has been used for commercial premises and is suited to separation and alternative usage subject to planning. EPC rating F. Gross internal area over both units circa 209 SQM (2,249 SQFT). Rateable value £6,800 per annum. Potential minimum gross return per annum circa £13,800. Ideal rental area for families as close to Moorgate Primary School and Tonge Park. The photograph has been lined and highlighted for marketing purposes.
Possession	Vacant on completion, property bought as is.
Viewing	Auction department 0161 443 4740

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38 Laindon Road, Longsight, Manchester M14 5DP

Self contained retail premises and three bedroom flat in popular location.

Directions	Located on Laindon Road off Dickenson Road in a densely populated residential area
Ground Floor	Salon premises with rear kitchen, WC and treatment room 66 SQM (710 SQFT). Large basement runs through the property. Small rear yard.
First Et Second Floors	Self-contained flat with ground floor access, living room, kitchen, bedroom and bathroom on first floor, Two large bedrooms on second floor.
Notes	EPC's on order, central heating in flat. Estimated rents: shop £1,000 per month, flat £600 per month as a whole.
Possession	Vacant on completion.
Viewing	Auction department 0161 443 4740

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168 Russell Street, Whalley Range, Manchester M16 7JL

Three bedroom terrace property.

Directions	Off Claremont Road, off Princess Road (A5103)
Accommodation	Not inspected by Edward Mellor but reported by the seller to be: Ground floor: Through lounge, kitchen and bathroom First floor: Three bedrooms Exterior: Rear yard
Note	Gas central heating and double glazing. Desirable location, on the edge of Alexandra Park. Pleasant views to the front over a large greened area. Excellent access into Manchester City Centre
EPC Rating	D
Possession	Tenanted - please refer to the legal pack for more information. The tenants have expressed a desire to remain
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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a mortgage or any other debt secured on it.

GUIDE PRICE: £360,000+

**LOT
34**



8 Withington Road, Whalley Range, Manchester M16 8AA

Seven bedroom semi detached property with four living rooms.

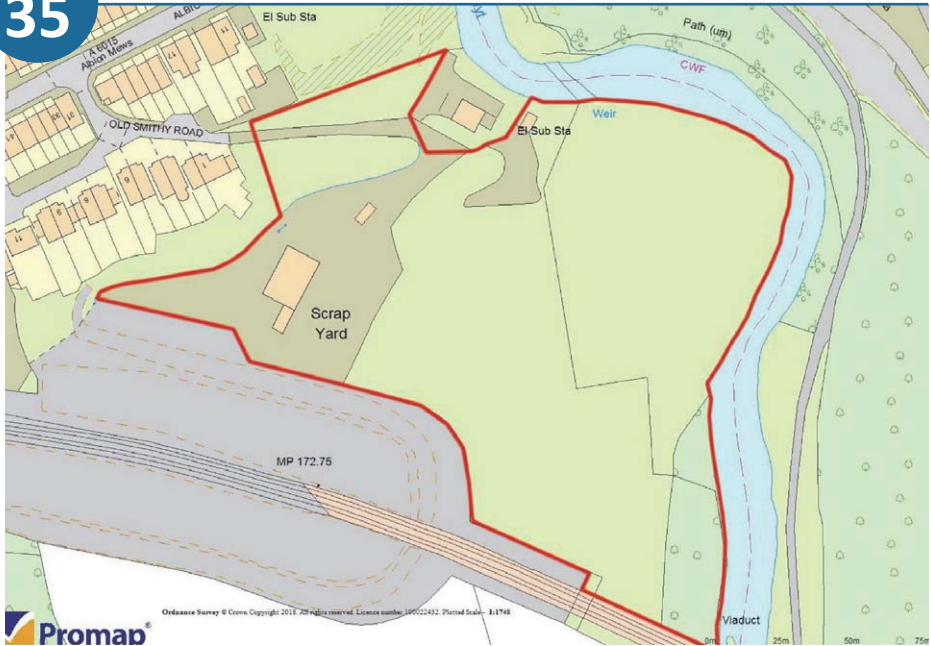
Directions	The property is located close to the junction of Upper Chorlton Road and Chorlton Road
Accommodation	Lower ground floor: Cellars with two chambers Ground floor: Hall, three reception rooms, kitchen, bathroom/WC, separate WC First floor: Four bedrooms with bathroom/ WC Second floor: Two further bedrooms 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
Note	Gas central heating and double glazing
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
35

GUIDE PRICE: £450,000



Goyt Side Yard, Rear Of Albion Road, New Mills, High Peak SK22 4PS

Former car breakers yard with warehouse set on close to 6 Acre site.

Directions	Located off Albion Road via Old Smithy Road, close to the Beehive Public House.
Overview	<p>It recent history part of this parcel of land was used as a vehicle breakers yard, well known to many from around the local area and beyond.</p> <p>It now houses a stand alone industrial unit with well defined perimeters.</p> <p>The entire site is approximately 2.4 Hectares in size (6 Acres).</p>
Details	<p>Access is via locked gates off Old Smithy Road via security gates down an inclined road.</p> <p>On site there is a detached warehouse surrounded by land used for car breaking which has now been cleared.</p> <p>The industrial/commercial element of the land is circa 1.07 Acres in size. Flanking this site, the River Goyt and the Buxton to Manchester Railway line is the remaining greenbelt/meadow land.</p> <p>There is a small open shed located to the north of the site flanking the river.</p>

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Planning	The site is currently considered suitable for commercial development of existing parts subject to the necessary consents. There may be future further development potential of the entire site however it is more suited to perhaps equestrian or agricultural usage currently and all interested parties must consult with the local planning department directly to satisfy themselves as to current and future planning.
Local council	High Peak Borough Council.
Possession/notes	Site sold with vacant possession, bought as is. EPC exempt. Lined plan for identification purposes only.
Viewing	Strictly by appointment only with the auction department on 0161 443 4740

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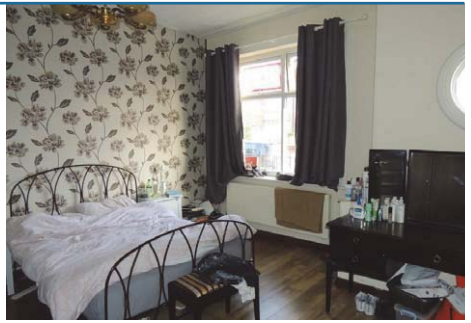
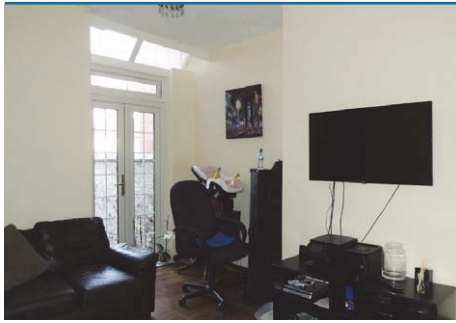
229 Moston Lane East, New Moston, Manchester M40 3HY

Three bedroom end terrace property.

Directions	Just off Broadway (A663)
Accommodation	Ground floor: Conservatory to side which acts as an entrance hall, lounge/bedroom, lounge/dining room with French doors, dining kitchen with built in oven and hob, cellar First floor: Three large bedrooms, bathroom Exterior: Large gardens to the front, side and rear, driveway providing ample off road parking
Note	Gas central heating and double glazing. Lapsed planning for a two storey end terraced house with additional accommodation in the roof space and car parking to the rear; ref 086800/FO/2008/N1

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Location	Situated in a popular area of New Moston, within easy reach of all local amenities and with good transport links into Manchester and Oldham along with easy access to the M60 motorway network. Nearest stations: Moston (0.2 miles) Failsworth (0.8 miles) Hollinwood (0.9 miles)
EPC Rating	F
Possession	To be sold subject to a tenancy - twelve month AST from 1/10/17 at £825 per month. The tenants have expressed a desire to remain
Viewing	Viewings are available STRICTLY by appointment only please; call 0161 443 4740

FINANCE AVAILABLE FOR THIS LOT

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

LOT
37

GUIDE PRICE: £190,000+



20 Greenhythe Road, Heald Green, Cheadle SK8 3NS

Two bedroom detached bungalow.

Directions	Off Greenway Road, Wilmslow Road (B5358)
Accommodation	Ground floor: Porch, hall, lounge, kitchen, dining room, conservatory, two bedrooms, bathroom, separate WC Exterior: Driveway, garage, gardens
Note	Gas central heating and double glazing
EPC Rating	D
Possession	Vacant on completion
Joint Agent	Roger Dean, 218 Finney Lane, Heald Green, SK8 3QA - 0161 437 0711
Viewing	Auction Department 0161 443 4740

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114 Blackburn Road, Accrington BB5 0AD

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 loft room used as a 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

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Contact – **Peter Robinson**

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Email: peter@conveyancingoldham.co.uk



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Wellgate Cottage, 62 Town Lane, Charlesworth, Glossop SK13 5HQ
Two/Three bedroom semi-detached cottage

Directions	Town Lane is off Glossop Road A626
Accommodation	Ground floor: Hall, cloakroom WC, lounge, sitting room, kitchen, dining room, study/bedroom three, rear porch First floor: Landing, master bedroom with en-suite WC, second bedroom with potential to split into two bedrooms, bathroom Exterior: Utility room and storage shed. Gardens to front and rear with off road parking
Note	Gas central heating and double glazed windows Excellent family sized accommodation with potential to make this two-three bedroom into a four bedroom house. Located on the borders of the High Peak and Pennines. EPC Rating: E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
40

GUIDE PRICE: £160,000+



33 Haddon Street, Salford M6 6BN

Freehold four bedroom, two bathroom potential HMO.

Directions	Directly off Cromwell Road (A576)
Accommodation	Ground floor: Hall, lounge, lounge/bedroom, modern re-fitted dining kitchen with french doors and built in oven, hob, and extractor, dining room/bedroom First floor: Two bedrooms - one en-suite, shower room Exterior: Rear yard
Note	Gas central heating with new boiler and radiators Double glazing New flooring Well positioned with easy access to Salford University making the area very popular with students and private tenants Walking distance to local shops and bus routes to Manchester city centre and surrounding areas

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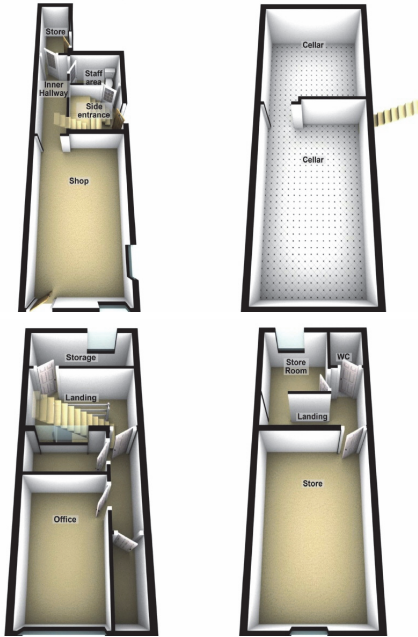
HMO Information	Newly renovated with minor decoration to complete a turnkey HMO ready for letting Master key system to all bedrooms and front door Compliant design for HMO approval Average rental income in the area is £375 per room per month making a potential total of £1500 per month Article 4 will be effective in Greater Manchester by November 2018 Property value anticipated to increase after this is in effect
EPC Rating	E
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
40a

GUIDE PRICE: £95,000



224 Market Street, Hyde SK14 1HB

Commercial premises with upper floors and basements ideal for residential STP.

Directions	Located on Market Street in Hyde close to the Shepherds Call Public House
Details	Ground Floor: 40 sq m (430 sq ft) retail space with ancillary accommodation. Basement. First Floor: (35 sq m) Landing 3 rooms and store room. Second Floor: (35 sq m) Two rooms and WC Externally: Gated parking for circa 6 vehicles
Notes	The advertising hoarding is not included in the sale. Parties interested in development of parts and plot are advised to make their own enquiries direct to the relevant local planning department. EPC rating G
Possession	Vacant on completion.
Viewing	By appointment only with the Auctioneers 0161 443 4740

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LOT
41

GUIDE PRICE: £200,000



59 Ruskin Avenue, Rusholme, Manchester M14 4DG

Investment property producing £2,280 monthly, close to universities and MRI.

Directions Located off Playfair Street off Moss Lane East near Whitworth Park , Universities and MRI Hospital.

Accommodation Ground Floor: Living room and kitchen area, two bedrooms, shower room & WC. Washer & dryer closet.
First Floor: Living room, two bedrooms, shower room & WC
Second Floor: Living room, bedroom, shower room & WC
Externally: Yard to rear

Notes EPC ratings: B, A and A. Property double glazed and high spec electric water and underfloor heating assisted by solar panels.

Possession Tenanted. Various AST agreements totalling £2,280 PCM

Viewing Auction Department 0161 443 4740

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GUIDE PRICE: £150,000

**LOT
42**



345 Lower Broughton Road, Salford M7 2LH

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, tenant pending. Projected annual rent circa £23,640 per annum.
Viewing	Auction department 0161 443 4740

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110 Manchester Road, Haslingden, Rossendale BB4 6NP

Ground floor office premises with self contained two bedroom flat over.

Directions	The property is located on Manchester Road in a densely populated location being only a short drive from the motorways, Tesco and virtually opposite Haslingden Primary School.
Retail space	Double fronted retail/office space with rear kitchen and WC all on ground floor.
Flat	Access from rear, ground floor dining kitchen, first floor landing, living room, two bedrooms, shower room. The property also includes a basement.
Notes	The property has one central heating system, a partial double glazing. EPC ratings: Shop E, Flat: F.
Possession	Vacant on completion. Advertising hoard to side let to Primesight Limited at £250 per annum, 3 years from March 2015 to current owner and then from year to year.
Viewing	Auction department 0161 443 4740

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GUIDE PRICE: £60,000 - £70,000

**LOT
44**



15 Coop Street, Blackpool FY1 5AJ

Five bedroom double fronted terrace

Directions	Off Chapel Street, off Promenade A584
Accommodation	Ground floor: Hall, lounge, kitchen, reception room, cloakroom WC First floor: Landing, two bedrooms, shower room Second floor: Landing, three bedrooms and shower room Exterior: Rear yard
Note	Gas central heating and double glazed windows Previously been rented at £900 PCM The property could easily be converted into HMO or Guest House subject to the relevant planning
EPC Rating	On order
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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LOT
45

GUIDE PRICE: £110,000+



56 Cleveland Road, Crumpsall, Manchester M8 4QU

Four bedroom terrace property.

Directions	From Middleton Road (A576) turn into Crumpsall Lane, left into Delaunays Road and left into Cleveland Road
Accommodation	Ground floor: Entrance hall, lounge, dining room, kitchen, cellar First floor: Four bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Nearest stations: Tram Station Crumpsall (0.4 miles) Tram Station Bowker Vale (0.7 miles) Tram Station Woodlands Road (0.8 miles). North Manchester General Hospital is located 0.3 mile away
EPC Rating	D
Possession	Tenanted - let on a periodic AST from 15/4/17 at £750 per calendar month
Viewing	Viewings are available STRICTLY by appointment only; call 0161 443 4740

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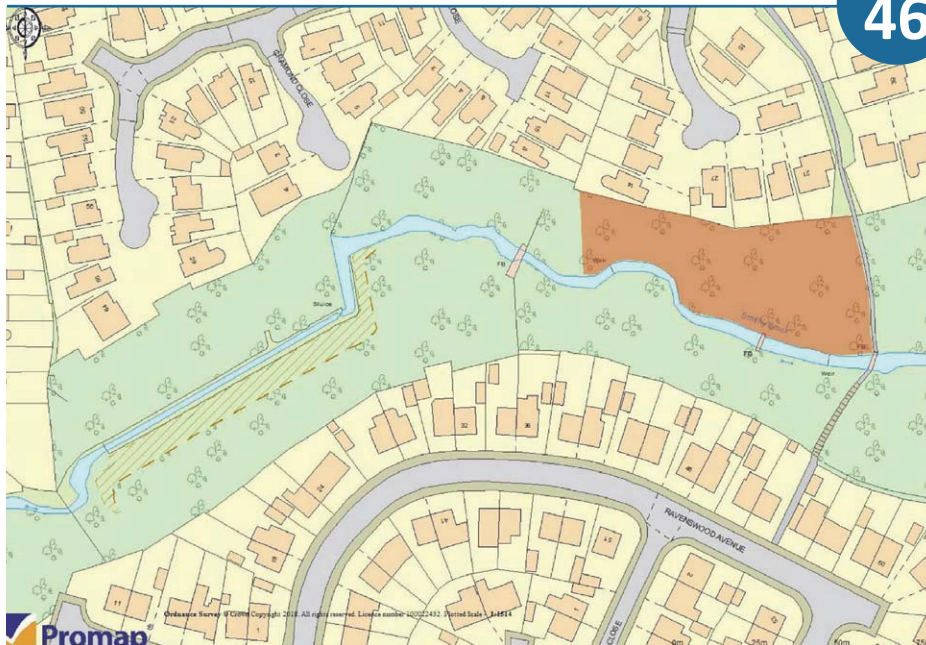
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GUIDE PRICE: £5,000

**LOT
46**



**Land South Of, Crossford Close, Blundell's Wood, Wigan WN3 6BT
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.

FINANCE AVAILABLE FOR THIS LOT

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31 Water Street, Hyde SK14 1BD

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

Directions	Located off Market Street/Manchester Road, opposite Asda and other car park
Details	Ground floor: Sales area, storage and kitchen area, WC. First floor: Store room, office, showroom. GIA circa 100 SQM (1,076 SQFT)
Notes	EPC rating C. Rateable Value: £2,125. Potential rental value developed as per previous planning permission conservatively estimated at £16,000 per annum.
Planning	The property is considered suitable for development and change of use subject to the necessary consents. Lapsed planning permission was passed (ref 07/00283/FUL) in 2007 for the erection of building comprising of two shops at ground floor with two flats above.
Possession	Vacant on completion, property bought as is.
Viewing	Auction department 0161 443 4740.

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77 New Lees Street, Ashton-under-lyne OL6 8ET

Two bedroom terrace property

Directions Off Carr Street, off Kings Road, off Queens Road B6194

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

Note Gas central heating and double glazed windows
Previously rented at £475 PCM

EPC Rating D

Possession Vacant on completion

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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	E
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

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LOT
50

GUIDE PRICE: £50,000 - £60,000



9 Stamford Arcade, Ashton-under-lyne OL6 6JY

Three bedroom first floor duplex flat

Directions Stamford Arcade is a walkway between Old Street and Stamford Street Central

Accommodation Ground floor: Entrance with stairway to:
First floor: Landing, lounge with duplex bedroom on second floor, kitchen diner, two bedrooms, bathroom and storage room/utility

Note This property has previously been rented for £495 PCM
Perfectly located for shop, pubs, restaurants and supermarkets

EPC Rating F

Possession Vacant on completion

Viewing Auction Department 0161 443 4740

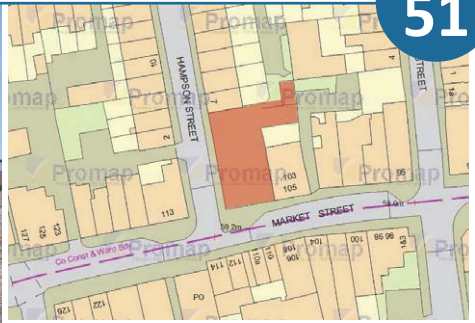
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107-111 Market Street, Atherton, Manchester M46 0DA
5,600 SQFT (520 SQM) parcel of land with full planning permission.

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	Although there is permission for commercial development (ref's: A/12/76474 and A/08/72242) it is considered that the site is more suited for mixed commercial and residential use 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

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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 Should another flat be converted there is a potential income of circa £15,000 p/a Within walking distance to parks and local amenities
EPC Rating	F
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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10 Holt Street, Hindley, Wigan WN2 3JB

Two bedroom terrace property

Directions	Off Liverpool Road A58
Accommodation	Ground floor: Lounge, kitchen diner, bathroom First floor: Landing, two bedrooms, one with en-suite 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 - Let on an AST from 13/2/2016 providing £460.56 paid every four weeks
Viewing	Auction Department 0161 443 4740

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LOT
54

GUIDE PRICE: £115,000



Apartment 6, 76 Marland Way, Stretford Marina, Stretford, Manchester M32 0NQ

Two bedroom second floor apartment.

Directions	Off Station Road, off Moss Road, off Derbyshire Lane, off Chester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal hall with access via an intercom system Second floor: Flat: private hall, open plan living room/kitchen with extractor hood, electric oven and hob and french windows. Master bedroom with en-suite shower room/wc, bedroom two, bathroom/wc Exterior: Pleasant communal garden areas and there are residents and visitors parking facilities
Note	Electric heating and double glazing. Situated just around the corner from the Marina and Bridgewater Way. Conveniently located for access to Manchester City Centre and the M60 motorway
EPC Rating	C
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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Apartment 5, 76 Marland Way, Stretford Marina, Stretford, Manchester M32 0NQ

Two bedroom second floor apartment.

Directions	Off Station Road, off Moss Road, off Derbyshire Lane, off Chester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal hall with access via an intercom system Second floor: Flat: private hall, open plan living room/kitchen with extractor hood, electric oven and hob and french windows. Master bedroom with en-suite shower room/wc, bedroom two, bathroom/wc Exterior: Pleasant communal garden areas and there are residents and visitors parking facilities
Note	Electric heating and double glazing. Situated just around the corner from the Marina and Bridgewater Way. Conveniently located for access to Manchester City Centre and the M60 motorway
EPC Rating	C
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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LOT
56

GUIDE PRICE: £115,000+



Apartment 4, 76 Marland Way, Stretford Marina, Stretford, Manchester M32 0NQ

Two bedroom first floor apartment.

Directions	Off Station Road, off Moss Road, off Derbyshire Lane, off Chester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal hall with access via an intercom system First floor: Flat: private hall, open plan living room/kitchen with extractor hood, electric oven and hob and french windows. Master bedroom with en-suite shower room/wc, bedroom two, bathroom/wc Exterior: Pleasant communal garden areas and there are residents and visitors parking facilities
Note	Electric heating and double glazing. Situated just around the corner from the Marina and Bridgewater Way. Conveniently located for access to Manchester City Centre and the M60 motorway
EPC Rating	B
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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Apartment 3, 76 Marland Way, Stretford Marina, Stretford, Manchester M32 0NQ

Two bedroom first floor apartment.

Directions	Off Station Road, off Moss Road, off Derbyshire Lane, off Chester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal hall with access via an intercom system First floor: Flat: private hall, open plan living room/kitchen with extractor hood, electric oven and hob and french windows. Master bedroom with en-suite shower room/wc, bedroom two, bathroom/wc Exterior: Pleasant communal garden areas and there are residents and visitors parking facilities
Note	Electric heating and double glazing. Situated just around the corner from the Marina and Bridgewater Way. Conveniently located for access to Manchester City Centre and the M60 motorway
EPC Rating	D
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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Apartment 2, 76 Marland Way, Stretford Marina, Stretford, Manchester M32 0NQ

Two bedroom ground floor apartment.

Directions	Off Station Road, off Moss Road, off Derbyshire Lane, off Chester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal hall with access via an intercom system. Flat: private hall, open plan living room/kitchen with extractor hood, electric oven and hob and french windows leading to the gardens. Master bedroom with en-suite shower room/wc, bedroom two, bathroom/wc Exterior: Pleasant communal garden areas and there are residents and visitors parking facilities
Note	Electric heating and double glazing. Situated just around the corner from the Marina and Bridgewater Way. Conveniently located for access to Manchester City Centre and the M60 motorway
EPC Rating	D
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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Apartment 1, 76 Marland Way, Stretford Marina, Stretford, Manchester M32 0NQ

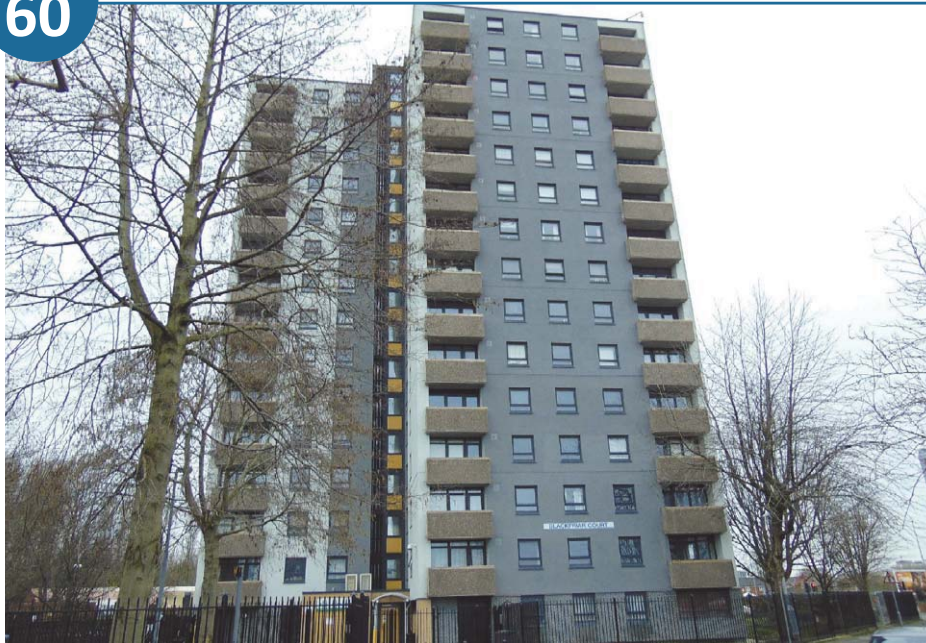
Two bedroom ground floor apartment.

Directions	Off Station Road, off Moss Road, off Derbyshire Lane, off Chester Road (A56)
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Communal hall with access via an intercom system. Flat: private hall, open plan living room/kitchen with extractor hood, electric oven and hob and french windows leading to the gardens. Master bedroom with en-suite shower room/wc, bedroom two, bathroom/wc Exterior: Pleasant communal garden areas along with residents and visitors parking facilities
Note	Electric heating and double glazing. Situated just around the corner from the Marina and Bridgewater Way. Conveniently located for access to Manchester City Centre and the M60 motorway
EPC Rating	C
Possession	Tenanted - please refer to the legal pack for more information
Viewing	Viewings may be available STRICTLY by appointment only; call 0161 443 4740

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LOT
60

GUIDE PRICE: £55,000 - £65,000



Flat 25 Blackfriar Court, St Simon Street, Salford, Manchester M3 7ES

Two bedroom second floor flat

Directions	Blackfriar Court is the first block on the right hand side of St Simon Street, off Blackfriars Road A6041
Accommodation	Not inspected at time of writing this print but informed to be: Ground floor: Communal entrance Second Floor: Entrance hall, lounge, kitchen, two bedroom and bathroom Exterior: Communal gardens and secure parking
Note	Electric heating and double glazed windows Blackfriars Court is located within a 5-10 minutes walk to Manchester City Centre and Salford University
EPC Rating	C
Possession	Tenanted - Let on a periodic AST providing £500 PCM. Potential to increase the rent as the tenant has been there for 5 years with no increase. Potential to ask £575 - £600 PCM
Viewing	Auction Department 0161 443 4740

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LOT
60a

GUIDE PRICE: £180,000



Land At, 29 – 31 Park Grove, Levenshulme, Manchester M19 2FH

0.25 Acre site with full planning permission for 6 No. two bedroom apartments.

Directions	The site is located opposite Rushford Park and is accessible to both Slade Lane and Stockport Road, by vehicle from Slade Lane off Rushford Avenue and Central Avenue in a highly desirable location.
Overview	The site which is regular in shape extends to around 0.25 acres and has permission for a three storey block of six flats with landscaping and on site parking.
Notes	Ref: 117799/F0/2017 Erection of 3 storey building with accommodation in the basement to form 6 self contained flats with associated car parking and landscaping with access from Park Grove. 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
Tenure	Freehold
Possession	Vacant on completion
Viewing	Open site, please be respectful of adjacent occupiers

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80 Stockport Road, Ardwick, Manchester M12 6AL
Mixed use investment with pharmacy and separate 3 bedroom flat over.

Directions	Located in a prominent main road parade of shops on the A6 close to the Apollo Theatre and on fringe of city centre.
Details	Ground floor: Pharmacy with sales and ancillary areas totalling circa 95 SQM (1.022 SQFT). First floor (not inspected): Advised as three bedroom flat over first and second floors with living room, kitchen, bathroom and ground floor access. Secure enclosed yard to rear.
Notes	Advertising hoarding to side not included in sale. EPC ratings: Shop and flat on order.
Possession	Tenanted. Tenancies to follow in legal paperwork, advised as £750 per month from flat and £400 per month from Pharmacy.
Viewing	Viewings are available strictly by appointment with the auction department: 0161 443 4740

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24 Dorset Road, Levenshulme, Manchester M19 3WA

Three bedroom semi-detached property

Directions	Off Broom Lane B6178, off Stockport Road A6
Accommodation	Not inspected by Edward Mellor but reported to be: Ground floor: Hall, lounge, dining room, kitchen diner First floor: Landing, three bedrooms and bathroom Exterior: Gardens to front and rear
Note	Currently tenanted at £650 PCM but will be sold vacant Gas central heating and double glazed windows We have been advised there is a crack to the rear elevation of the property potentially caused by subsidence
EPC Rating	On order
Possession	Vacant on completion
Viewing	External viewing only

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LOT
63

GUIDE PRICE: £95,000+



31 Ashbrook Street, Openshaw, Manchester M11 1GS

Three bedroom terrace property with loft room

Directions	Off Ashton Old Road A635
Accommodation	Ground floor: Porch, hall, lounge, dining room, kitchen, cloakroom WC First floor: Landing, Three bedrooms, bathroom and loft room Exterior: Front and rear gardens
Note	Gas central heating and double glazed windows
EPC Rating	D
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

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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 and include any tenant's or trade fixtures or fittings.

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

G1.9 The BUYER buys with full knowledge of

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

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

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

G2 DEPOSIT

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

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

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

G2.2 THE DEPOSIT

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

(b) is to be held as agents for the seller unless the special conditions provide otherwise.

G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

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

bring a claim against the BUYER for breach of contract.

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

G3 BETWEEN CONTRACT AND COMPLETION

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

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

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

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

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

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

G4 TITLE AND IDENTITY

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

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

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

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

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

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

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

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

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

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

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

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

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

G5 TRANSFER

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

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

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

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

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

G6 COMPLETION

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

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

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

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

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

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

Common auction conditions

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

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

G7 NOTICE TO COMPLETE

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

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

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

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

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

G9.5 The BUYER must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

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

G10 INTEREST AND APPOINTMENTMENTS

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

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

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

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

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

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

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

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

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

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

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

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

SPECIAL CONDITIONS:

(a) so state; or

(b) give no details of any ARREARS

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

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

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

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

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

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

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

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

G12 MANAGEMENT

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

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

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

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

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

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

G13 RENT DEPOSITS

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

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

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

assignment in which the BUYER covenants with the SELLER to:

(a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;

(b) give notice of assignment to the tenant; and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

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

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

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state:

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

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

(a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that:

(a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;

(b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;

(c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and

(d) it is not buying the LOT as a nominee for another person.

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

(a) of the BUYER'S VAT registration;

(b) that the BUYER has made a VAT OPTION; and

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

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

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

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

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

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

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

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

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

G16 CAPITAL ALLOWANCES

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

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

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

G16.4 The SELLER and BUYER agree:

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

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

G17 MAINTENANCE AGREEMENTS

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

Common auction conditions

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

(a) in its condition at COMPLETION;

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

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

G19.5 Where relevant:

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

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

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

G20 TUPE

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

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

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

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

(c) The BUYER and the SELLER acknowledge that pursuant 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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