

Tuesday 25th October 2011
Registration from 1.00 pm
Auction start time 2.00 pm

EDWARD
mellor
auktion

Members Suite (located in the main Pavilion)
Lancashire County Cricket Club
Talbot Road, Old Trafford, Manchester M16 0PX

SUCCESS STORIES

from our September auction

Heaton Norris Conservative Club
Heaton Norris, Stockport



- Former Club Premises
- Guide price circa £90,000
- **Sold for £120,000**

15A The Chelsea, Tower Promenade,
Wallasey, Wirral



- Tenanted one bedroom flat
- Guide Price £30,000+
- **Sold for £50,500**

Flat 5, 393 Padiham Road, Burnley,
Lancashire



- Tenanted two bedroom flat
- Guide Price circa £30,000+
- **Sold at £40,500**

5 Peterborough Street, Abbey Hey,
Manchester



- Terraced house in two flats
- Guide Price circa £25,000
- **Sold for £35,500**

1 Butman Street, Abbey Hey,
Manchester



- Tenanted house in two flats
- Guide Price circa £25,000
- **Sold for £33,000**

136 Buckley Road, Gorton,
Manchester



- Tenanted two bed end terraced
- Guide Price circa £45,000
- **Sold for £51,500**

auction dates for 2011/12

Auction

Tuesday 25th October 2011

Wednesday 7th December 2011

Tuesday 7th February 2012

Tuesday 13th March 2012

Closing Date

17th September 2011

29th October 2011

6th January 2012

10th February 2012

Plans in this catalogue are reproduced by permission of Ordnance Survey on behalf of HMSO.

© Crown Copyright 2005. All rights reserved. Licence No: 100017782

It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

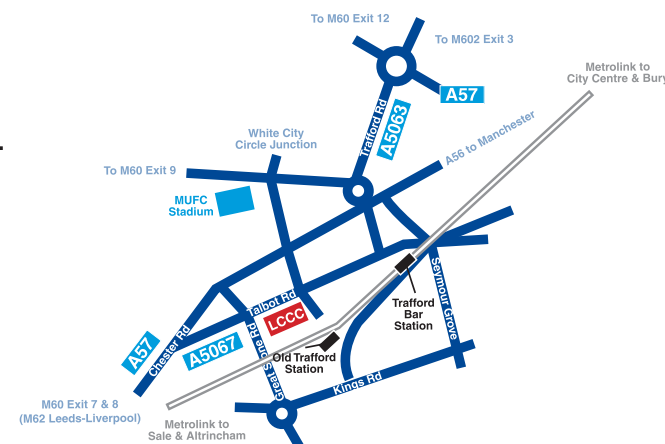
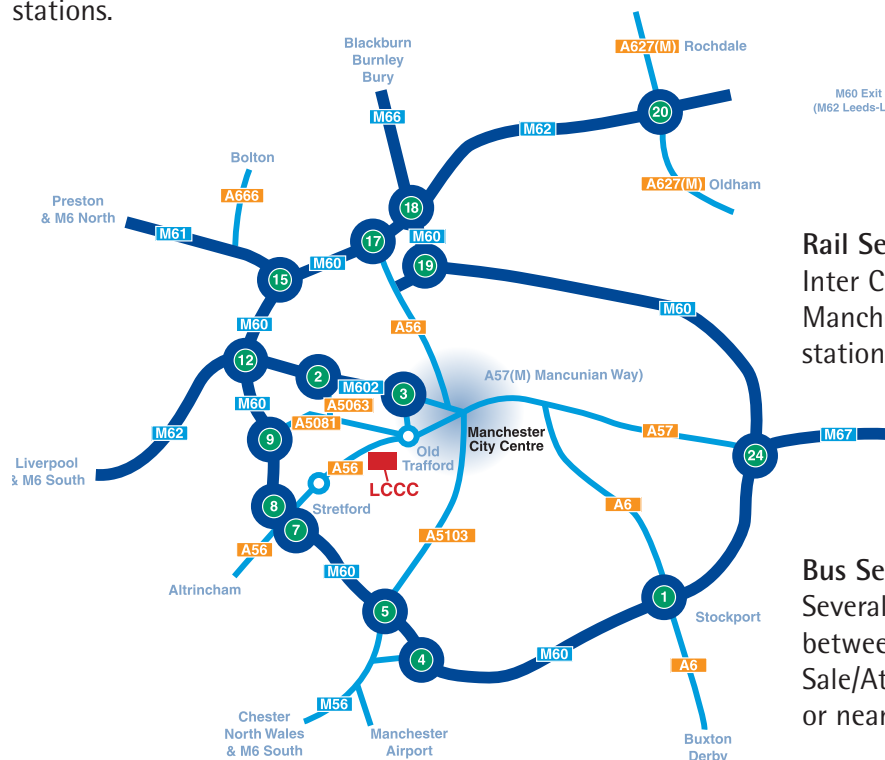
where is the auction room?

Lancashire County Cricket Club is located on the south side of Manchester, minutes from the M60, and has plenty of free parking. There are also good public transport links from Manchester City Centre, as follows:

Metrolink Tram Services

A regular service operates from Bury in North Manchester, **Altrincham (South Manchester)**, and from **Central Manchester**.

There is a connecting service to Salford Quays and Eccles. The Metrolink is also connected to both mainline railway stations, Piccadilly & Victoria, and runs to Old Trafford Station, next to the cricket ground. Tickets are available from dispensers on all stations.



Rail Services

Inter City and local services operate to both Manchester Piccadilly and Manchester Victoria stations. Each station is linked to the Metrolink Tram Service. Catch the tram service for Altrincham and alight at the Old Trafford stop which is next to the ground.

Bus Services

Several buses services operate between Manchester and Sale/Altrincham, stopping at or near to the Cricket Club



notices 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.

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 catalogue. The extra and special conditions, along with addenda, are available for inspection by appointment with the Auction Department 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 - please follow the Auction link to the Online Catalogue download page. 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 precontract 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 the reserve price, which may or may not be the same as the guide. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept. This is agreed between the vendor and the Auctioneer. This is also confidential and not disclosed to any parties.

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 Proxy. Forms may be found in the catalogue and these should be completed and returned to the Auctioneers together with a cheque representing 10% of your maximum bid (minimum £2,000), at least 48 hours 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 Addenda to the catalogue, these will be announced prior to the commencement of the sale and will be available in the Auction Room. Purchasers shall be deemed to purchase with full knowledge of this information.

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 name, address and telephone number. In exchange you will receive a numbered bidding paddle from which we can identify you.

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 £2,000) is payable and completion usually takes place 28 days from the date of exchange. Deposits must be paid by banker's draft, building society cheque or bank counter cheque. Credit cards can be used subject to a surcharge of 2% (American Express not accepted). Personal cheques can be used if accompanied by two forms of identification (i.e. driving licence, passport or utility bill). Failure to do so may result in the property being re-offered for sale. Please note that any cheque returned unpaid by the bank, whether represented or not, will incur a charge of £25.00 which will be billed to the originator of the cheque.

13. A 0.5% Buyers Premium with a minimum of £495.00 (inclusive of VAT) 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. This can be paid separately or added to the 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!**

order of sale for Tuesday 25th October 2011

sale starts at 2.00pm

1	GORTON	9 Parkdale Avenue	Terraced property in two one bedroom flats
2	LONGSIGHT	35 Prout Street	Two bedroom terrace house
3	ECCLES	17 Hallsworth Road	Tenanted one bedroom ground floor flat
4	ECCLES	7 Crossfield Road	Tenanted two bedroom flat
5	WALKDEN	5 Kendal Grove	Two bedroom ground floor flat
6	CHEADLE HULME	143 Grove Lane	Three bedroom semi detached house
7	HANDFORTH	Land at Spath Lane	Two parcels of land
8	WITHINGTON	2b Minehead Avenue	Three bedroom semi detached house
9	POYNTON	14 The Spinney Chester Road	Two bedroom second floor flat
10	ALTRINCHAM	Apt. 2154 30 Woodfield Road	One bedroom ground floor apartment
11	REDDISH	17 Longford Road	Shop with four bedroom accommodation above
12	WORSLEY	274 Newearth Road	Two bedroom end terrace house
13	CHEADLE HULME	41 Cheadle Road	Detached four bedroom dormer bungalow
14	CHEADLE HULME	14 Longsight Lane	Four bedroom detached house
15	ACCRINGTON	Apt. 8 8-10 Scaitcliffe Street	Tenanted two bedroom ground floor apartment
16	ACCRINGTON	Apt. 8a 8-10 Scaitcliffe Street	Two bedroom ground floor apartment
17	ASHTON UNDER LYNE	184-186 Stamford Street Central	Vacant commercial premises
18	WHALLEY RANGE	Zandra House 73 Carlton Road	Purpose built block of 75 flats, studios & bedsits
19	ASHTON UNDER LYNE	125 Trafalgar Street	Two bedroom terrace house
20	NEWTON HEATH	12 Silverstone Drive	Three bedroom semi detached house
21	EDGELEY	13 Penrhyn Road	Three bedroom semi detached house
22	BOLTON	Land at Minerva Road	Parcel of land with planning permission
23	MANCHESTER	Flat 305, 36 Hilton Street	Two bedroom third floor flat
24	MANCHESTER	Apt. 0.06, 53 Dale Street	Tenanted two bedroom flat
25	STOCKPORT	1 Vernon Avenue	Three bedroom semi detached house
26	SALFORD	Unit 5 Albion Trading Estate	Warehouse with offices
27	MANCHESTER	Apt. 303 5 Ludgate Hill	Tenanted two bedroom fourth floor apartment
28	DUKINFIELD	407 King Street	Two bedroom terrace house
29	CLAYTON	7 Sheldon Street	Tenanted two bedroom terrace house
30	HYDE	4 Cotton Tree Court Reynold Street	Tenanted ground floor flat
31	LONGSIGHT	9 Hatton Street	Two bedroom terrace house
32	TYLDESLEY	79 Shakerley Road	Two bedroom terrace house
33	MANCHESTER	591 Cheetham Hill Rd	Tenanted public house

order of sale for Tuesday 25th October 2011

sale starts at 2.00pm

34	ROCHDALE	The Highland Laddie, Spotland Road	Vacant public house
35	SALFORD	6 Hersey Street	Two bedroom terrace house
36	GORTON	127 Craig Road	Two bedroom terrace house
37	SALFORD	21 Knutsford Street	Two bedroom terrace house
38	OLDHAM	55 Queens Road	Six bedroom semi detached house
39	BOLTON	36 Valpy Avenue	Three bedroom semi detached house
40	DEBDAL PARK	3 Reddish Lane	Three bedroom end terrace house
41	GORTON	14 Williams Street	Three bedroom terrace house
42	BACUP	25 Market Street	Restaurant with six bedroom flat
43	HEATON MERSEY	30a Sunnybank Avenue	Two bedroom ground floor flat
44	RADCLIFFE	118 Higher Dean Street	Five bedroom terrace house
45	VICTORIA PARK	Flat 10, 4 Conyngham Road	One bedroom second floor flat
46	NEW MOSTON	18 Northfield Road	Three bedroom period detached house
47	LEIGH	1 Walmesley Road	Tenanted two bedroom ground floor flat
48	PRESTON	19 Christ Church Street	Terrace house in two flats
49	OLDHAM	2 Boundary Court	Four bedroom town house
50	WIDNES	14 Fir Street	Two bedroom terrace
51	ASHTON UNDER LYNE	129 Mossley Road	Two bedroom end terrace house
52	ACCRINGTON	35 Maudsley Street	Tenanted one bedroom end terrace
53	BURNLEY	86 Every Street	Two bedroom terrace house
54	ECCLES	67 Portland Road	Three bedroom semi detached house
55	SALE	5 Gawsorth Road	Three bedroom town house
56	LEVENSHULME	1031-1033 Stockport Road	Double fronted shop with upper parts
57	ROMILEY	84-86 Stockport Road	Former doctors surgery
58	BREDBURY	4 Redhouse Lane	Three bedroom end terrace house
59	WIDNES	54-58 Victoria Road	Row of three storey retail premises
60	GORTON	652 Hyde Road	Double fronted shop with upper parts
61	GORTON	78 Furnival Road	Two bedroom semi detached house
62	RUSHOLME	Flat 41, 367 Moss Lane East	Tenanted two bedroom second floor flat
63	NEWTON HEATH	73 Scotland Street	Two bedroom terrace house
64	FARNWORTH	27 Campbell Street	SOLD PRIOR
65	RADCLIFFE	12 Bright Street	Two bedroom terrace house
66	WALKDEN	308 Bolton Road	End terrace commercial property

order of sale for Tuesday 25th October 2011

sale starts at 2.00pm

67

DUKINFIELD

84 Furnace Street

Tenanted two bedroom end terrace house

After working our way through every agent in the area, (Main and Main, Jordan Fishwicks, Gascoigne Hallman, Meller Braggins) we decided after chatting to Louise to try a different approach and use your Auction Department.

Sceptical maybe, but with nothing more to lose than a registration fee, we decided to give it a try.

The first thing we noticed different was the volume of viewers, and the feedback we received from the office, but we were amazed to receive not one but two offers prior to the auction.

Having exchanged contracts today, we are elated that completion will take place shortly after a good few years of trying the traditional approach to selling a property.

Thank you to all the staff, especially Louise for your time and effort – I still can't believe that you did it, well done.

Naturally I will have no hesitation in recommending you..

*Thank you all so much,
Carole & Matt*

**Ash Cottage,
Prestbury, Cheshire**



Specialist in
AuctionConveyancing

Contact – **Peter Robinson**

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



After working our way through every agent in the area, (Main and Main, Jordan Fishwicks, Gascoigne Hallman, Mellor Braggins) we decided after chatting to Louise to try a different approach and use your Auction Department.

Sceptical maybe, but with nothing more to lose than a registration fee, we decided to give it a try.

The first thing we noticed different was the volume of viewers, and the feedback we received from the office, but we were amazed to receive not one but two offers prior to the auction.

Having exchanged contracts today, we are elated that completion will take place shortly after a good few years of trying the traditional approach to selling a property.

Thank you to all the staff, especially Louise for your time and effort – I still can't believe that you did it, well done.

Naturally I will have no hesitation in recommending you..

Thank you all so much,

Carole & Matt

**Ash Cottage,
Prestbury, Cheshire**



Specialist in
AuctionConveyancing

Contact – **Peter Robinson**

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



you **MUST** read the notices to prospective buyers!

9 Parkdale Avenue, Gorton, Manchester M18 7AG

Terraced property in two one bedroom flats

Directions Off Hyde Road A57

Accommodation

Ground Floor: Bedroom, lounge, kitchen, shower room/WC

First Floor: Bedroom, lounge, kitchen, shower room/WC

Exterior: Small front garden, rear yard

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: circa £25,000

Lot 1



35 Prout Street, Longsight, Manchester M12 4PA

Two bedroom terraced house

Directions Prout Street, off Northmoor Road, Longsight

Accommodation

Ground Floor: Two reception rooms, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Yard to the rear with outhouse

Note The property is double glazed but has no central heating

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £38,000

Lot 2



today's start time is 2.00 pm

Lot 3



17 Hallsworth Road, Eccles, Manchester M30 7LS

Tenanted one bedroom ground floor flat

Directions	Turn off the M60 at J11, along Liverpool Road (A57) heading towards Eccles, along Schofield Road and turn left on to Hallsworth Road, bearing left at the end of the road behind the row of terraced houses	
Tenancies	Awaiting sight of tenancy agreement	
Accommodation	Ground Floor:	Communal hallway (secure entry), hall, lounge, kitchen, double bedroom, bathroom
	Exterior:	The property has communal parking to the front and communal gardens to front, side and rear
Note	The property has uPVC double glazing	
Viewing	Auction Department 0161-443 4740	

Guide Price: £25,000

you **MUST** read the notices to prospective buyers!

Lot 4



7 Crossfield Road, Eccles, Manchester M30 7RY

Tenanted two bedroom ground floor flat

Directions	Close to the roundabout junction of Liverpool Road/Cadishead Road (A57) and Liverpool Road (B5320) heading towards the M60 Eccles
Tenancies	Awaiting sight of tenancy agreement
Accommodation	<i>Ground Floor:</i> Communal hallway, hall, lounge, dining kitchen, two double bedrooms, bathroom and separate WC <i>Exterior:</i> The property has communal parking to the rear, a rear store and communal gardens to front and rear
Note	The property has recent uPVC double glazing and gas central heating and is in good order throughout
Viewing	Auction Department 0161-443 4740

Guide Price: circa £30,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 5



5 Kendal Grove, Walkden, Manchester, M28 7FW

Two bedroom ground floor flat with conservatory and large rear garden

Directions Kendal Grove, off Devoke Avenue, off Old Clough Lane off Manchester Road (A6)

Accommodation

Ground Floor: L- shaped hallway Lounge, dining room opening into kitchen, adjoining conservatory, two double bedrooms, bathroom and separate WC

Exterior: Large rear garden with block paved patio, outhouse and share of front garden

Note Double glazed, central heating

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £40,000–£45,000

Fast funding for property professionals

***Delivering
Finance
for your next bid***

*Rapid response from
the decision maker*

*Deal with an
established lender*

**FUNDS
AVAILABLE
NOW**
Get funding agreed today!

**MEET US
AT THIS
AUCTION**

 **auktion
finance**

working in
association with



0844 873 4227



www.auctionfinance.co.uk

you **MUST** read the notices to prospective buyers!

Lot 6



143 Grove Lane, Cheadle Hulme, Cheshire SK8 7NG

Three bedroom semi detached house

Directions Off Handforth By-Pass onto B5094 then on to the continuation of Grove Lane

Accommodation

<i>Ground Floor:</i>	Porch, hall, ground floor WC, lounge, dining room, dining kitchen, rear hall
<i>First Floor:</i>	Three bedrooms, bathroom/WC, separate shower room
<i>Exterior:</i>	Front and rear gardens, driveway, garage with access from rear hall

Note Central heating, majority double glazed and alarmed.
Situated in a very desirable location.

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £250,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 7



2 Parcels of Land alongside the A555 on Cheadle Hulme/Handforth border

1 Piece of woodland and 1 additional separate parcel of land

Directions Between Bramhall and Handforth on A555 bypass on Cheadle Hulme/
Handforth border

WANT TO OWN YOUR OWN PIECE OF WOODLAND?

We are offering two vacant parcels of land alongside the A555 Bramhall to Handforth bypass that are accessible from two sides of the bypass. One is genuine woodland the other is a very small parcel of land locked land. Interesting and unique lots don't come along often.

Note The buyer will be responsible for the vendor's selling costs: refer to legal pack for clarification.

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £5,000

you **MUST** read the notices to prospective buyers!

Lot 8



2B Minehead Avenue, Withington, Manchester, M20 1FW

Three bedroom semi detached house

Directions	Off Moorgate Avenue, Princess Road, A5109	
Accommodation	Ground Floor:	Porch, store room, hallway, two reception rooms, kitchen
	First Floor:	Landing, three bedrooms, bathroom, separate WC, airing cupboard with boiler
	Exterior:	Communal driveway, front garden and large rear lawn garden
Note	Central heating and majority double glazing	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: circa £50,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 9



14 The Spinney, Chester Road, Poynton, Cheshire SK12 1HB

Two bedroom, two bathroom upper floor apartment



Directions	Off Chester Road, close to Clifford Road and Poynton Rail Station	
Tenancies	Awaiting sight of tenancy	
Accommodation	Flat:	Hallway, living room, dining kitchen, two bedrooms, bathroom and ensuite shower room to master bedroom
	Exterior:	Parking space and communal gardens
Note	Central heating and double glazing	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: £110,000

you **MUST** read the notices to prospective buyers!

Lot 10



Apartment 2154, 30 Woodfield Road, Altrincham, Cheshire, WA14 4RB

Canal side one bedroom ground floor apartment



Directions	Woodfield Road off Manchester Road (A56)
Accommodation	Hallway, open plan living room with kitchen off, lounge opens onto decked terrace, double bedroom, bathroom. <i>Exterior:</i> Communal landscaped gardens, parking
Note	The apartment has been built by Urban Splash in the exciting Budenberg Haus Projekte Canal Side Development.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £75,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 11



17 Longford Road, Reddish, Stockport, SK5 6UX

Small shop sales area with four bedroom accommodation

Directions	Longford Road, off Gorton Road (B6167), Property at junction with Lindfield Road	
Accommodation	Ground Floor:	Sales area 17.8 sqm (191 sq ft). Lounge, breakfast kitchen, conservatory.
	First Floor:	Landing, four bedrooms, bathroom.
	Exterior:	Enclosed yard to side and rear with parking.
Note	The property is centrally heated. Rateable value of shop £1,500 (2010 current)	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price circa £75,000

you **MUST** read the notices to prospective buyers!

Lot 12



274 Newearth Road, Ellenbrook, Worsley, Manchester M28 7UL

Two bedroom end terraced house

Directions	On B5232, off East Lancashire Road A580	
Accommodation	Ground Floor:	Porch, lounge, open plan dining kitchen, downstairs bathroom
	First Floor:	Two bedrooms, WC which can be easily made into upstairs shower room or bathroom
	Exterior:	Gardens to front and rear; parking is available to the rear of a row of houses on a public road
Note	The property has double glazing, central heating and is in good order throughout	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: circa £90,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 13



41 Cheadle Road, Cheadle Hulme, Cheshire SK8 5EW

Refurbished four bedroom dormer bungalow

Directions On main A5149 on the corner of Grange Avenue

Accommodation

<i>Ground Floor:</i>	Porch, hallway, two bedrooms with Jack & Jill bathroom, dining room, lounge, breakfast kitchen
<i>First Floor:</i>	Two bedrooms, shower room
<i>Exterior:</i>	Gardens to three sides. driveway and garage

Guide Price: £250,000 – £300,000

you **MUST** read the notices to prospective buyers!

Lot 13



Note	Central heating, majority double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £250,000 – £300,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 14



14 Longsight Lane, Cheadle Hulme,
Cheshire, SK8 6PW

Substantial extended four bedroom detached property

Directions	Longsight Lane off Stanley Road (B5094) close to A34 Handforth bypass	
Accommodation	Ground Floor:	Hallway, front reception room, large rear lounge, large family dining kitchen, downstairs WC, conservatory off kitchen
	First Floor:	Landing, four bedrooms, very large bathroom with roll top bath and separate shower
	Exterior:	Driveway, integral garage, well stocked established mature gardens to front and rear

Guide Price: £385,000–£425,000

you **MUST** read the notices to prospective buyers!

Lot 14



Note	The property has central heating, double glazing and is in good order throughout
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £385,000-£425,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 15



Apartment 8, 8-10 Scaitcliffe Street, Accrington, Lancashire BB5 0RF

Tenanted two bedroom ground floor apartment. Income £435.00 per month

Directions Off Blackburn Road, Eastgate A680

Accommodation

Ground Floor: Lounge with open plan modern kitchen having built in oven and hob, two bedrooms, shower room/WC

Exterior: On-site parking

Note This property will complete 21 days from exchange.

Viewing External viewing only - the tenant must not be disturbed.

Guide Price: £30,000+

today's start time is 2.00 pm

Lot 16



Apartment 8a, 8-10 Scaitcliffe Street, Accrington Lancashire BB5 0RF

Two bedroom ground floor apartment

Directions Off Blackburn Road, Eastgate A680

Accommodation *Ground Floor:* Lounge with open plan modern kitchen having built-in oven and hob, two bedrooms, shower room/WC
Exterior: On-site parking

Note This property will complete 21 days from exchange.

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £30,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 17



184-186 Stamford Street Central, Ashton-under-Lyne, Lancashire, OL6 7LR

A prominent substantial four storey commercial building in a town centre location. 4,660 sq.ft. with planning permission for commercial/residential usage.

A fantastic opportunity to acquire a building that could be divided into two ground floor retail units and 4 flats above (plans opposite). Alternatively, it could be a large ground floor unit and offices to first and second floors, all subject to planning permission.

If the building were to be split into 6 units, we would anticipate a minimum rental income of £40,000 per annum.

Guide Price: £180,000+

you MUST read the notices to prospective buyers!

Lot 17



Directions

The property is situated on Stamford Street Central close to the intersection with Delamere Street in Ashton-under-Lyne town centre. Manchester City Centre is approximately 6 miles to the west and Junction 23 of the M60 is one mile away.

Accommodation

Ground Floor: Gross Frontage 39'6" (12m), Sales Area 1345 sq.ft. (125 sq.m.)
Office, kitchen/WC.
First Floor: Sales area 1130 sq.ft. (105 sq.m.)
Second Floor: Sales area/office 1000 sq.ft. (93sq.m.)
Basement: Stores 1184 sq.ft. (110 sq.m.)
Exterior: Rear yard

Note

Planning consent (Granted on 19.4.2007 by Tameside MBC – 06/01705/FUL) for part demolition of existing building and reconstruction of rear to incorporate office space and four residential units. The vendor of this property is a director of Edward Mellor Ltd.

Possession

Vacant on completion

Viewing

Auction Department 0161-443 4740

Guide Price: £180,000+

today's start time is 2.00 pm

Lot 18



Flats 1-75 Zandra House, 73 Carlton Road, Whalley Range, Manchester, M16 8BQ

**Large development of 75 purpose built one bedroom apartments,
studio flats and bedsits in substantial grounds**

Directions	Carlton Road, off Withington Road, close to Spire Hospital
Accommodation	Comprises 13 one bedroom apartments, 12 studio flats and 50 bedsits over three floors. The property has caretakers accommodation, additional communal lounges and kitchens serving the bedsits, communal bathrooms and communal gardens and car parking.
Note	The estimated rental income when fully let is in the region of £300,000 per annum. The flats and studios have separate electrics and council tax: the bedsits are inclusive of electric and council tax. The property is heated by two separate heating systems which are included in the service charges on a new management levy of approximately £25 per month.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £1,800,000

you **MUST** read the notices to prospective buyers!

125 Trafalgar Street, Ashton-u-Lyne, OL7 0HN

Two bedroom terraced house

Directions Off Birch Street which is off Stockport Road, A6017

Accommodation

Ground Floor: Entrance vestibule, lounge, separate dining room, kitchen.

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

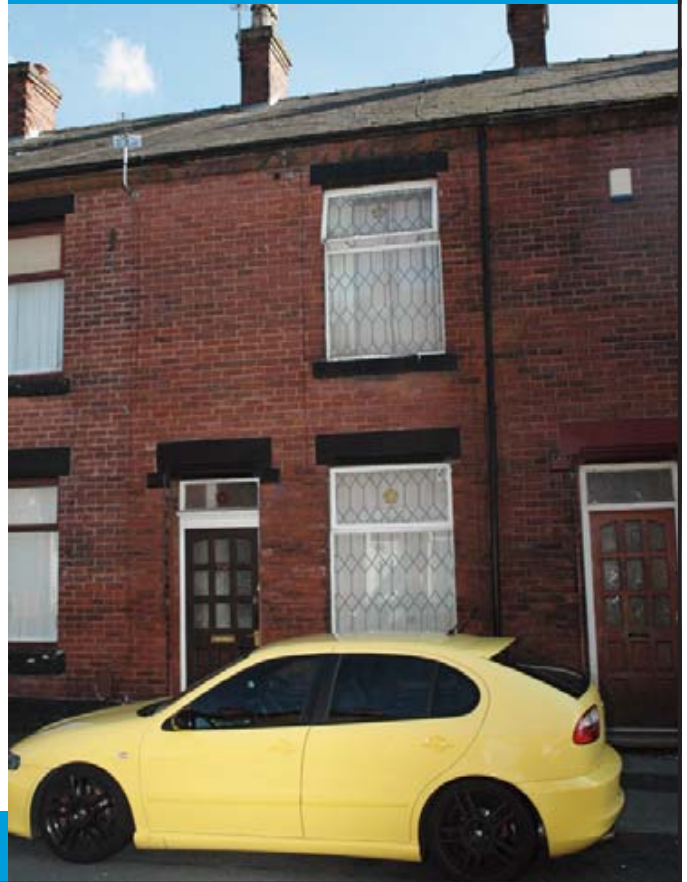
Note The property has central heating

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £42,000+

Lot 19



12 Silverstone Drive, Newton Heath, Manchester M40 1WF

Three bedroom semi detached house

Directions Off Assheton Road, Culcheth Lane, Old Church Street, Oldham Road A62

Accommodation

Ground Floor: Hall, lounge, open plan to dining room, extended dining kitchen with built in oven and hob

First Floor: Three bedrooms with fitted wardrobes, fully tiled bathroom /WC with corner bath

Exterior: Front and rear gardens, driveway and garage

Note Gas central heating and double glazing. This sale will complete six weeks after exchange of contracts

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £85,000+

Lot 20



email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 21



13 Penrhyn Road, Edgeley, Stockport, SK3 9NZ

Three bedroom semi detached house

Directions	Off St Lesmo Road, off Stockport Road A560
Accommodation	<i>Ground Floor:</i> Entrance hall, lounge, dining room, kitchen. <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Gardens to front and rear, off road parking
Note	The property has electric heating and partial double glazing. The vendor of this property is a director of Edward Mellor Ltd.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £80,000

you **MUST** read the notices to prospective buyers!

Lot 22



Land off Minerva Road, Farnworth, Bolton, BL4 0HX

**Land with permission to build mixed use offices
and function suite**

Directions Minerva Road, off Bradford Road, near to Royal Bolton Hospital

Planning permission was granted on 15 September 2011 for the erection of a building comprising a function suite on the lower ground floor and office units on the ground and first floor including new access road, parking and landscape details

Note Planning Ref 86036/11
Bolton Metropolitan Borough Council, Victoria Square, Bolton, BL1 1RU
Tel: 01204 336050

Possession Vacant on completion

Viewing Open Site

Guide Price: £125,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 23



Apartment 305, Langley Building, 36 Hilton Street, Manchester, M1 2EH Tenanted 2 bedroom third floor apartment



Directions	Hilton Street off Port Street, off Dale Street (A6) near Manchester Piccadilly Rail Station
Accommodation	Hallway, open plan living room with kitchen off, two bedrooms, bathroom <i>Exterior:</i> Allocated parking
Note	The apartment is located in the fashionable Northern Quarter of the City Centre
Possession	To be confirmed
Viewing	Auction Department 0161-443 4740

Guide Price: £125,000

you **MUST** read the notices to prospective buyers!

Lot 24



Apartment 0.06 Langley Buildings, 53 Dale Street, Manchester M1 2HH



Tenanted two bedroom ground floor apartment

Directions	Dale Street (A6) is behind Piccadilly near to Manchester Piccadilly Train Station
Tenancies	Awaiting sight of tenancy
Accommodation	Open plan living room/dining room/kitchen, two bedrooms, bathroom
Note	The property is in the fashionable Northern Quarter
Possession	To be confirmed
Viewing	EXTERNAL VIEWING ONLY UNLESS VACATED

Guide Price: £120,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 25



1 Vernon Avenue, Stockport, Cheshire SK1 2PE

Three bedroom semi detached house

Directions	Off West Park Road, New Bridge Lane, St Mary's Way A626, within walking distance of Stockport centre and located close to the M60 connection.
Accommodation	<i>Ground Floor:</i> Small hall, lounge, dining room and kitchen, small uPVC rear conservatory <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Gardens to three sides, driveway and small garage
Note	Central heating, majority double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £85,000 – £95,000

you **MUST** read the notices to prospective buyers!

Lot 26



Unit 5, Albion Trading Estate, off Cobden Road, Salford, M6 6LL

Single storey warehousing/light industrial unit with office space.

Directions	Off Cobden Street, off Broughton Road (A576)
Accommodation	Single storey warehousing/light industrial unit with ground floor office space and storerooms, plus mezzanine level office space. Floor area circa 3,128 sq ft (290 sq m)
Note	Rateable value £7,100 (2010 rating list), property may be eligible for small business rates relief, subject to application to Salford City Council.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £50,000– £60,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 27



Apartment 303, Skyline Chambers, 5 Ludgate Hill, Manchester M4 4TG

Tenanted two bedroom fourth floor apartment



Directions	Off Rochdale Road (A664) near to Addington Street (A665)
Tenancies	Awaiting sight of tenancy agreement
Accommodation	Open plan living room/dining room/kitchen, two bedrooms, bathroom
Note	The property is close to The Northern Quarter and City Centre
Possession	To be confirmed
Viewing	EXTERNAL VIEWING ONLY UNLESS VACATED

Guide Price: £85,000

you **MUST** read the notices to prospective buyers!

Lot 28



407 King Street, Dukinfield, Cheshire SK16 4UA

Two bedroom terraced house

Directions On main A627 within easy reach of Ashton town centre

Accommodation *Ground Floor:* Lounge, dining kitchen with built in oven and hob
First Floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Central heating and double glazing

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £55,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 29



27 Sheldon Street, Clayton, Manchester M11 4EN

Tenanted two bedroom terraced house
Income £350.00 per month

Directions Off Ravensbury Street, Bank Street, Ashton New Road A662

Tenancies Tenancy confirmed as six month AST from 9.12.05 at £350.00 per month

Accommodation

NOT INSPECTED BUT REPORTED TO BE

Ground Floor: Hall, lounge, dining room, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Viewing External viewing only - the tenant must not be disturbed

Guide Price: £38,000+

After working our way through every agent in the area, (Main and Main, Jordan Fishwicks, Gascoigne Hallman, Mellor Braggins) we decided after chatting to Louise to try a different approach and use your Auction Department.

Sceptical maybe, but with nothing more to lose than a registration fee, we decided to give it a try.

The first thing we noticed different was the volume of viewers, and the feedback we received from the office, but we were amazed to receive not one but two offers prior to the auction.

Having exchanged contracts today, we are elated that completion will take place shortly after a good few years of trying the traditional approach to selling a property.

Thank you to all the staff, especially Louise for your time and effort – I still can't believe that you did it, well done.

Naturally I will have no hesitation in recommending you..

Thank you all so much,

Carole & Matt

**Ash Cottage,
Prestbury, Cheshire**

you **MUST** read the notices to prospective buyers!

Lot 30



4 Cotton Tree Court, Reynold Street, Hyde, Cheshire, SK14 1LU



Tenanted one bedroom ground floor flat

Directions	Reynold Street off Union Street (A57) close to junction with Market Street and near Hyde Market and Clarendon Shopping precinct
Tenancies	Tenancy details will follow in legal pack
Accommodation	<i>Ground Floor:</i> Communal entrance, hallway, open plan living room and kitchen, one double bedroom and bathroom
Note	The property has electric heating and double glazing
Possession	To be confirmed
Viewing	Auction Department 0161-443 4740

Guide Price: £40,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 31



9 Hatton Street, Longsight, Manchester M12 4NZ

Vacant two bedroom terraced house

Directions	Off Rushford Street, Stanley Grove (A6010) off Stockport Road A6
Accommodation	
<i>Ground Floor:</i>	Two reception rooms, kitchen, WC
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Yard to rear
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £45,000

Lot 32



79 Shakerley Road, Tyldesley, Manchester M29 8ES

Two bedroom terraced house

Directions	Off A577 Tyldesley Road
Accommodation	
<i>Ground Floor:</i>	Two reception rooms, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Front garden, rear yard
Note	uPVC double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £39,000

you **MUST** read the notices to prospective buyers!

Lot 33



The Robin Hood Hotel, 591 Cheetham Hill Road, Cheetham Hill, Manchester, M8 5EJ

Substantial tenanted public house on main A665

Directions	Cheetham Hill Road (A665) on corner of Robin Hood Street one and half miles from city centre	
Tenancies	Tenancy from November 2004, rent £35,000 per annum- full lease details to follow	
Accommodation	<i>Ground Floor:</i>	Open plan, public bar, lounge, games area, snug, bar, WC's and storeroom
	<i>First Floor:</i>	Historically used as letting accommodation, 9 rooms, lounge, bathrooms and kitchen
	<i>Basement:</i>	Beer cellar and storerooms
	<i>Exterior:</i>	Enclosed yard and outbuilding
Note	Potential for redevelopment/change of use subject to necessary consents. VAT if applicable will be payable in addition to the purchase price, please refer to legal pack for clarification	
Viewing	Auction Department 0161-443 4740	

Guide Price circa £320,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 34



The Highland Laddie, Spotland Road, Rochdale, OL12 6PE

Vacant public house with two bedroom accommodation

Directions Spotland Road (A680) off St Mary's Gate (A58) opposite Julia Street

Accommodation

The property is locally known as "The Highland Laddie" comprising of a large ground floor and ancillary area extending to 249 sqm (2,689 sq ft). The building occupies the end unit of a small local shopping arcade. The premises also include a two bedroom self contained flat which could provide accommodation or additional office space if required.

Note Potential for change of use subject to the necessary consents.
Rochdale Metropolitan Borough Council
PO Box 32, Telegraph House, Rochdale
OL16 1JH. Tel: 01706 924310

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £125,000

Lot 35



6 Hersey Street, Salford, M6 5GT

Two bedroom terraced house

Directions Off Liverpool Street, off Langworthy Road A5186

Accommodation

Ground Floor: Hall, large lounge, kitchen.

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Note The property has central heating and double glazing

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £50,000+

you **MUST** read the notices to prospective buyers!

127 Craig Road, Gorton Manchester M18 7QW

Two bedroom terrace house

Directions	Off Mount Road
Accommodation	
<i>Ground Floor:</i>	Lounge, separate dining room which is open plan to the kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Small yard to rear
Note	Double glazing and gas central heating
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £45,000

Lot 36



21 Knutsford Street, Salford, M6 5QU

Two bedroom terraced house

Directions	Off Liverpool Street, off Langworthy Road A5186
Accommodation	
<i>Ground Floor:</i>	Hall, large lounge, kitchen.
<i>First Floor:</i>	Two bedrooms, study, bathroom
<i>Exterior:</i>	Rear yard
Note	The property has an incomplete central heating system (some pipes removed) and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £50,000+

Lot 37



today's start time is 2.00 pm

Lot 38



55 Queens Road, Oldham, Lancashire, OL8 2AX

Substantial six bedroom semi detached house with vacant possession

Directions	Off Park Road, off Abbey Hills Road B61947 overlooking Alexandra Park	
Accommodation	Ground Floor:	Hallway, three living rooms, WC/cloakroom, dining kitchen, utility area with two rooms
	First Floor:	Bathroom, separate WC, three bedrooms, store room
	Second Floor:	Bathroom, three bedrooms, store room
	Basement:	Cellar
	Exterior:	Gardens front and rear, off road parking to rear
Note	Majority double glazed, central heating, lift to upper floors	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: £150,000

you **MUST** read the notices to prospective buyers!

Lot 39



36 Valpy Avenue, Tonge Moor, Bolton, Lancashire BL2 3AP

Three bedroom semi detached house



Directions	Off Colmore Street, off Tonge Moor Road/Bradshaw Brow (A676) close to junction with Crompton Way A58
Accommodation	<i>Ground Floor:</i> Hallway, lounge, dining kitchen, pantry cupboard <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Gardens to front and rear
Note	Central heating, majority double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £55,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 40



3 Reddish Lane, Debdale Park, Manchester, M18 7JH

Three bedroom end terrace house

Directions Reddish Lane (B6167) off Hyde Road (A57)

Accommodation

Ground Floor: Hallway, lounge, kitchen diner

First Floor: Three bedrooms, bathroom

Exterior: Small front garden, yard to rear

Note The property has central heating and double glazing

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £50,000

Lot 41



14 Williams Street, Gorton, Manchester, M18 7AH

Three bedroom terrace house

Directions Off Sunnybrow Road, Hyde Road A57

Accommodation

Ground Floor: Hall, open plan lounge/dining room, kitchen

First Floor: Two bedrooms, bathroom

Second Floor: Loft bedroom

Exterior: Rear yard

Note Central heating and double glazing

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: circa £50,000

you **MUST** read the notices to prospective buyers!

Lot 42



25 Market Street, Bacup, Lancashire, OL13 8EX

Vacant three storey fully fitted restaurant premises and kitchen on busy main road with 5 bedroom accommodation on second floor. (Formerly the Red Chilli Chinese Restaurant)

Directions Market Street (A681) on corner of Bank Street

Accommodation

Ground Floor: Restaurant area and bar, fully fitted working commercial kitchen with walk in cold store, beer cellar room, disabled toilet and staff WC. Size approximately 44 sq m

First Floor: Restaurant and bar, ladies and gents toilets dry store room. Size approximately 44 sq m

Second Floor: 6 rooms, kitchen, bathroom

Exterior: Pavement fronted. Close to public parking located to rear of row of properties

Note The property is bought as seen inclusive of all fixtures and fittings: it has extractor ventilation and is air conditioned at first and second floor levels. The property has certified fire alarm systems and is fully alarmed. The property is fully licensed and may have potential for change of use or the development of the upper parts to residential accommodation subject to the necessary consents

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £75,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 43



30a Sunnybank Avenue, Heaton Mersey, Stockport, SK4 3PR

Two bedroom self contained ground floor flat

Directions	Off Kingsleigh Road, Mauldeth Road, off A34 Kingsway
Accommodation	<i>Ground Floor:</i> Own entrance porch, hallway, lounge, store cupboard, two bedrooms, bathroom <i>Exterior:</i> Communal gardens, garage
Note	Electric storage heaters and double glazing. Service charge, inclusive of maintenance and insurance is £85.00 per month
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £80,000

you **MUST** read the notices to prospective buyers!

118 Higher Dean Street, Radcliffe, Manchester M26 3TE

Five bedroom terraced house

Directions	Off Canute Street, Bolton Road A665
Accommodation	
<i>Ground Floor:</i>	Hall, lounge with double doors to dining room, kitchen with built-in oven and hob
<i>First Floor:</i>	Two bedrooms, bathroom/WC
<i>Second Floor:</i>	Three bedrooms
<i>Exterior:</i>	Rear yard
Note	Gas central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £70,000+

Lot 44



Flat 10 Martin House, 4 Conyngham Road, Victoria Park, Manchester M14 5SA

One bedroom upper floor flat in student area, close to Manchester Royal Infirmary

Directions	Conyngham Road is off Denison Road or Oxford Place, off Anson Road A34
Accommodation	
<i>Ground Floor:</i>	Communal entrance hallway, staircase to first and second floors
<i>Upper Floor:</i>	Flat 10: Long hallway, open plan living room with offset fitted kitchen, double bedroom, bathroom
<i>Exterior:</i>	Communal parking and gardens
Note	Electric storage heaters and uPVC double glazed windows
Possession	To be confirmed
Viewing	Auction Department 0161-443 4740

Guide Price: circa £59,000

Lot 45



email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 46



18 Northfield Road, New Moston, Manchester M40 3RL

Three bedroom period detached house

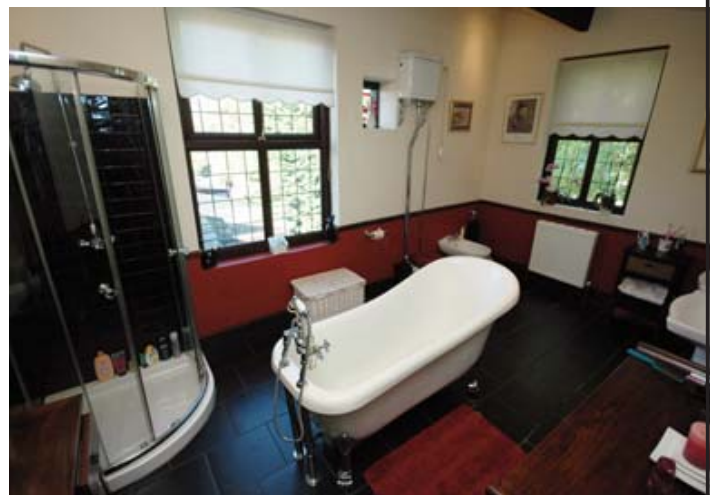
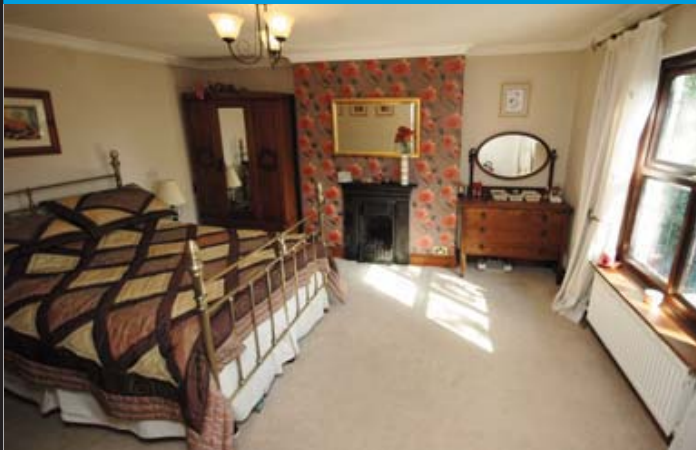
Directions Off Hollinwood Avenue A6104

Accommodation	<i>Basement:</i>	Large dry basement with utility amenities
	<i>Ground Floor:</i>	Sitting room with feature fireplace and flame effect gas fire, lounge with feature fireplace and electric fire, breakfast room with 'Aga' and double doors to side garden. Large refitted kitchen with modern units incorporating a double oven and extractor hood. Rear hall and ground floor WC.
	<i>First Floor:</i>	Landing with feature window, three double bedrooms, bathroom/WC
	<i>Exterior:</i>	Gardens to front, side and rear with driveway

Guide Price: £180,000+

you **MUST** read the notices to prospective buyers!

Lot 46



Note	Gas central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £180,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 47



1 Walmesley Court, Walmesley Road,
Leigh, Lancashire WN7 1YL



Tenanted two bedroom ground floor flat

Directions	Walmesley Court is on Walmesley Road at the junction with Vicarage Square
Tenancies	Awaiting sight of tenancy agreement
Accommodation	<i>Ground Floor:</i> Open plan living room/dining room/kitchen, two bedrooms, bathroom and ensuite to main bedroom <i>Exterior:</i> Parking space
Note	Electric heating and double glazing
Possession	To be confirmed
Viewing	EXTERNAL VIEWING ONLY UNLESS VACATED

Guide Price: £65,000

you MUST read the notices to prospective buyers!

Lot 48



19 Christ Church Street, Preston, Lancashire, PR1 8PH



Mid terrace house, currently arranged as two separate flats

Directions	Christ Church Street is located off Bow Lane at junction with Fishergate and Fishergate Hill, close to Preston Rail Station
Accommodation	<i>Ground Floor:</i> Two rooms, bathroom/WC <i>First Floor:</i> Three rooms, shower room/WC <i>Exterior:</i> Rear garden
Note	The property is currently informally arranged as two separate flats with no evidence of building consent and is suited to reinstatement as a three bedroom terrace.
Possession	To be confirmed
Viewing	Auction Department 0161-443 4740

Guide Price: £75,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 49



2 Boundary Court, Garforth Street, Chadderton, Oldham, OL9 6RP

Four bedroom town house



Directions	Garforth Street is accessed by turning off Chadderton Way (A627) onto Burnley Way and taking the third left turning. In close Proximity to Royal Oldham Hospital	
Accommodation	Ground Floor:	Entrance hallway, kitchen diner, large lounge
	First Floor:	Four bedrooms, bathroom
	Exterior:	Communal forecourt
Note	Double glazed, centrally heated.	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: £82,500

you **MUST** read the notices to prospective buyers!

14 Fir Street, Widnes, WA8 6QZ

Two bedroom terraced house

Directions Off Ansdell Road, off Peel House Lane,
off the main Albert Road

Accommodation

Ground Floor: Hall, lounge with arch to dining room,
kitchen, inner hall, bathroom.

First Floor: Two bedrooms.

Exterior: Rear yard with timber decking and
gravelled area.

Note The property has central heating and
double glazing

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £54,000+

Lot 50



129 Mossley Road, Ashton-u-Lyne, OL6 9RH

Two bedroom end terraced house

Directions Mossley Road is the main A670 out of
Ashton town centre. The property is
just by Tameside General Hospital

Accommodation

Ground Floor: Hall, lounge, dining room, kitchen.

First Floor: Two bedrooms, bathroom

Exterior: Rear yard which could be accessed from
the side road for parking of a small car
(subject to the usual planning consents).

Note Conveniently located for Tameside General
Hospital. The property would also lend
itself to conversion into two flats (subject
to the usual planning consents) which
would generate an attractive rental income.

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £45,000+

Lot 51



today's start time is 2.00 pm

Lot 52



35 Maudsley Street, Accrington, Lancashire BB5 6AD

Tenanted one bedroom end terraced house

Directions	Off Addison Street, Burnley Road A679
Tenancies	Awaiting sight of tenancy agreement

Accommodation

NOT INSPECTED BUT REPORTED TO BE
Basement:

Ground Floor: Open plan lounge/kitchen

First Floor: One bedroom, shower room/WC

Note Double glazing, electric heaters

Viewing External viewing only - tenant must not be disturbed

Guide Price: £29,000+

Lot 53



86 Every Street, Burnley, Lancashire BB11 4LP

Two bedroom terraced house

Directions	Off Albion Street, St Matthew Street, Manchester Road A682
------------	--

Accommodation

NOT INSPECTED BUT REPORTED TO BE

Ground Floor: Lounge, kitchen diner

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £12,000

you **MUST** read the notices to prospective buyers!

67 Portland Road, Ellesmere Park, Eccles, M30 9DF

Three bedroom semi detached house

Directions Off Park Road, off St Georges Crescent, off Half Edge Lane

Accommodation

Ground Floor: Porch, hall, lounge, dining room, kitchen, store room.

First Floor: Three bedrooms, bathroom

Exterior: Gardens to front and rear

Note The property has central heating

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £60,000

Lot 54



5 Gawsworth Road, Sale, Cheshire, M33 2UZ

Three bedroom town house

Directions Off Alderley Road, Norris Road off main Northenden Road /Sale Road B5166

Accommodation

Ground Floor: Hallway, cloak cupboard, bay fronted lounge, open plan kitchen dining room

First Floor: Three bedrooms, bathroom

Exterior: Front paved driveway, large lawn garden with patio to rear and brick built store

Note Double glazing

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £100,000+

Lot 55



today's start time is 2.00 pm

Lot 56



1031-1033 Stockport Road, Levenshulme, Manchester, M19 2TB

Vacant double fronted former restaurant with rooms over 159 sq m (1,700 sq ft)

Directions Stockport Road (A6) close to junction with Broom Lane (B6178) heading toward Manchester City Centre

Accommodation	<i>Ground Floor:</i>	Restaurant 74 sq m, store, kitchen
	<i>First Floor:</i>	Restaurant 30 sq m, toilets
	<i>Second Floor:</i>	Storage 16.6 sq m
	<i>Exterior:</i>	Garden fronted, yard to the rear

Note Currently A3 permission exists. The premises may be suitable for conversion or change of use subject to the necessary consents and permissions

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £190,000+

you **MUST** read the notices to prospective buyers!

Lot 57



Archway Surgery, 84-86 Stockport Road, Romiley, Cheshire, SK6 3AA

Former doctors surgery ideal for conversion to two separate residential dwellings. Gross internal area approximately 194 sq m (2,088 sq ft)

Directions	Stockport Road (B6104) near to junction of Hill Rise	
Accommodation	Ground Floor:	Hallway, reception and waiting areas, four rooms, WC
	First Floor:	Five rooms, staff room, WC
	Exterior:	Pavement fronted, yard to the rear
Note	The property has central heating and double glazing. It is considered that the property is ideally suited for conversion into two separate residential terrace properties ideal for investment or resale. <i>Interested parties are advised to consult with the local planning department directly at: Stockport Metropolitan Borough Council, Town Hall, Stockport, SK1 3XE. Tel 0161 480 4949</i>	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: £130,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 58



4 Redhouse Lane, Bredbury, Stockport, Cheshire, SK6 1BX

Substantial two bedroom end terrace on Woodley border

Directions	Redhouse Lane close to the junction with George Lane and Stockport Road. The property is located next to St Mark's Parish Hall and Church
Accommodation	<i>Ground Floor:</i> Hallway, three reception rooms, kitchen <i>First Floor:</i> Landing, two double bedrooms, inner bedroom and bathroom <i>Exterior:</i> Corner plot with lawn garden to rear, parking to side of property
Note	The property requires modernisation
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £80,000+

you MUST read the notices to prospective buyers!

Lot 59



54, 56 & 58 Victoria Road, Widnes, WA8 7RJ

Three x 3 storey retail premises approximately 333 sq m.

Directions	Off Ashley Way (A562) on busy main road position		
Accommodation	Ground floor	Retail zone A:	88.70 sq.m
		Retail zone B:	52.10 sq.m
		Retail zone C:	15.90 sq.m
		Office:	11.90 sq.m
		Kitchen:	8.30 sq.m
		WCs:	
	First floor	Three internal storage areas WCs:	88.70 sq.m
	Second floor	Storage	
Note	The property requires modernisation and may be suitable for redevelopment.		
Possession	Vacant on completion		
Viewing	Auction Department 0161-443 4740		

Guide Price: £70,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 60



652 Hyde Road, Gorton, Manchester, M18 7EE

Double fronted shop premises with upper parts and basement

Directions	Gorton Road (A57) on corner with Oakfield Grove	
Accommodation	Ground Floor:	Sales area Zone A & B, store, office and kitchen: 146.70 sq m
	First Floor:	Storage: 91.160 sq m
	Exterior:	72.60 sq m
Note	The property may be suitable for redevelopment of upper parts subject to the necessary consents.	
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

Guide Price: £100,000-£150,000

you **MUST** read the notices to prospective buyers!

78 Furnival Road, Gorton, Manchester, M18 8DQ

**Extended and refurbished two bedroom
semi detached house**

Directions Off Taylor Street, off Gorton Lane, off
Pottery Lane (A6010)

Accommodation

Ground Floor: Porch, hallway, open plan lounge
and dining room, extended and
modernised dining kitchen

First Floor: Two bedrooms, bathroom/WC

Exterior: Garden to front and rear, driveway
and garage

Note Double glazed, centrally heated

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £69,000

Lot 61



Flat 41, The Gallery, 347 Moss Lane East, Rusholme, Manchester, M14 4LB

**Tenanted two bedroom first floor apartment,
close to Manchester Royal Infirmary**

Directions Moss Lane East off the jct with Wilmslow
Road/Oxford Road, close to Whitworth Park

Tenancies Income £650 per calendar month, Six
month AST from 1st August 2011

Accommodation

Ground Floor: Security coded entrance with stairs
and lift to upper floors

First Floor: L-shaped hallway, open plan living room
and kitchen with view over communal
rear garden, two bedrooms, bathroom

Exterior: Secure basement parking, communal gardens

Note Double glazing and electric heating

Possession Tenanted unless vacated

Viewing Auction Department 0161-443 4740

Guide Price: £95,000+

Lot 62



email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 63



73 Scotland Street, Newton Heath, Manchester, M40 1LE

Two bedroom terrace house

Directions Off Mitchell Street, off Briscoe Lane.

Accommodation

Ground Floor: Vestibule, lounge, dining room, kitchen (no fittings)

First Floor: Two bedrooms, bathroom

Exterior: Yard to the rear

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £30,000-£35,000

Lot 64



27 Campbell Street, Farnworth, Bolton, Lancashire, BL4 7NF

Tenanted two bedroom terraced house Income £399.00 per month

Directions Off Lorne Street, Egerton Street A75

Tenancies Twelve month AST from 7.11.11 at £399.00 per month

Accommodation

NOT INSPECTED BUT REPORTED TO BE

Ground Floor: One reception room, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Viewing Auction Department 0161-443 4740

Guide Price: £33,000

you **MUST** read the notices to prospective buyers!

12 Bright Street, Radcliffe, Manchester, M26 2YA

Two bedroom terrace house

Directions Off Fletcher Street, A6053

Accommodation

Ground Floor: Lounge, kitchen area, pantry

First Floor: Two bedrooms, bathroom

Exterior: Yard to the rear

Note The property has central heating and double glazing.

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Lot 65



Guide Price: £42,000

Notes

you MUST read the notices to prospective buyers!

Lot 66



308 Bolton Road, Walkden, Manchester, M28 3FJ

End terrace commercial property with parking, cellar and garage

Directions	Bolton Road/Worsley Road North intersection (A575) near to Jackson Street		
Accommodation	Ground Floor:	Two rooms, kitchen area (50 sq m)	
	First Floor:	Two rooms, bathroom (42 sq m)	
	Basement:	Two chambers (35 sq m)	
	Exterior:	Small front garden area, yard to the rear, car parking and garage	
Note	The property has central heating and may be suitable for conversion to residential subject to relevant planning permission and consents		
Possession	Vacant		
Viewing	Auction Department 0161-443 4740		

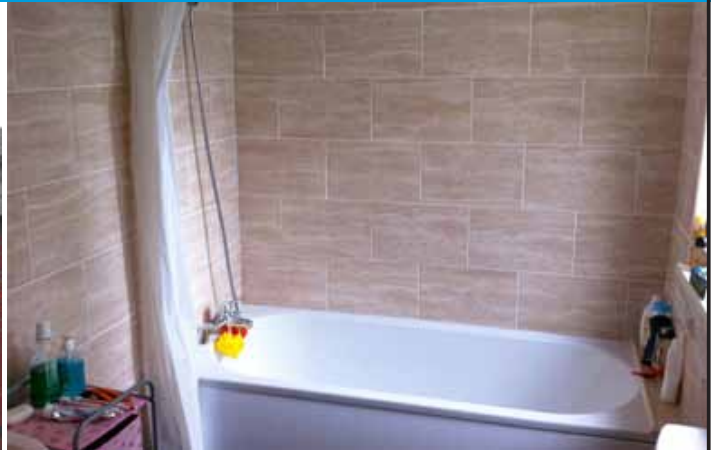
Guide Price: £70,000

email: auction@edwardmellor.co.uk

0161 443 4740

you **MUST** read the notices to prospective buyers!

Lot 67



84 Furnace Street, Dukinfield, SK16 4JA

Tenanted two bedroom end terrace house. Income: £110 per week.

Directions Off Crescent Road, B6445

Accommodation

<i>Ground Floor:</i>	Lounge, Dining room, Kitchen, Bathroom
<i>First Floor:</i>	2 Bedrooms, Bathroom
<i>Exterior:</i>	Yard to the rear

Note The property has central heating and part double glazing

Possession Tenanted

Viewing External viewing only - the tenant must not be disturbed

Guide Price: £48,000

email: auction@edwardmellor.co.uk

0161 443 4740


Notes

Notes

Legal Documents Online - New Service - Legal Documents Online



Legal Documents

Legal documents for some of the lots are now or will be available online. Where you see the  icon on the website you will be able to download the documents.

Service provided by The Essential Information Group Ltd Tel: 0870 112 30 40

Additional Auction Services



On-Line Live

Visit www.eigroup.co.uk and select 'Online Auctions'. Choose the auction and then 'Viewing Gallery'. You will see details of the lot being offered and can watch the bidding as it happens. **It is not possible to bid using this service.**

Service provided by The Essential Information Group Ltd Tel: 0870 112 30 40



LiveLink

09067 591 427

Dial this number to listen to the Auctioneer as he is selling the Lots. **You cannot bid on this service.** To bid by telephone prior arrangement must be made directly with Edward Mellor.

The Essential Information Group Tel: 0870 112 30 40 (Calls cost 75p p/min for 09067 at all times)

Mailing list registration

If you wish to register for catalogues for the next twelve months, please complete this form and return it to us along with a cheque for £25.00 (£35 if Republic of Ireland address). You will receive a catalogue for each auction as soon as it is available.

I wish to receive your auction catalogues for the next twelve months and enclose a cheque for £25.00 (£35 R.O.I.) made payable to Edward Mellor Ltd.

Name

Address

Postcode

Telephone Number

Email address

please return to:

Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS

pre-registration

For Office Use Only

Paddle No:

Why not save time by pre-registering to bid at this auction?

Simply fill in this form and return it to us before the auction date, and all you have to do then is give your name to the reception staff at the auction to receive your Bidding Paddle.

The details we need are as follows: (please print clearly)

1. a) Your full names.....
b) Your address
.....
..... Postcode:
c) Your telephone number
d) Your email address.....
e) The Lot Number you are interested in (if known)

PLEASE NOTE - YOUR SOLICITOR'S DETAILS ARE COMPULSORY

2. a) Your Solicitors
b) Solicitors' address
.....
..... Postcode:
c) The person acting
d) The Solicitors' telephone number.....
3. If you are intending to bid on behalf of someone else please also indicate below:
a) The intended Purchaser's full name
b) The intended Purchaser's address
.....
..... Postcode:
c) The intended Purchaser's telephone number

PLEASE FULLY COMPLETE SECTIONS 1 & 2 AND POST THE FORM BACK TO:

EDWARD MELLOR AUCTIONS, 65-81 ST PETERSGATE, STOCKPORT SK1 1DS
OR FAX IT TO 0161-480 8280 TO ARRIVE BEFORE THE AUCTION DATE. YOUR
BIDDING PADDLE WILL BE READY FOR YOU TO COLLECT AT THE AUCTION!

Terms and Conditions

for proxy and telephone bidding

1. A prospective purchaser must complete and sign the authorisation form opposite, using one form for each lot. In particular the purchaser should complete the part which shows the maximum price which he authorises the auctioneer to bid for a particular property. The maximum price to which the auctioneer is authorised to bid must be an exact figure (not, for example, "£100 over the highest bid in the room"). The auctioneer reserves the right not to bid on any purchaser's behalf should there be any error of confusion in respect of these instructions or the accompanying deposit cheque.

The completed form(s) must be delivered to Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS no later than the date stated on the registration form. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing.

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 £2000,) PLUS the 0.5% (min. £495.00) 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 price plus the 0.5% of the purchase price (min. £495.00) 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 proxy bidder will be notified by post and the deposit returned as soon as reasonably possible.
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, 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 and Telephone Bidding

Authorisation
Form

Method of bidding

(please tick one)

Proxy

☐

Telephone

☐

Name: _____

Buyer's Name: _____

(if different)

Address: _____

Postcode

Telephone:

Work:

☐

Home:

☐

Mobile:

☐

E-Mail:

(Telephone bidders: please tick a box for 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:

☐

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 £2,000.00)

I also enclose a cheque for the Buyers Premium of 0.5% of the maximum bid (minimum £495.00).

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 0.5% of the maximum bid (min. £495.00) administration charge, both payable to Edward Mellor Ltd."

Signed: _____ Date: _____

Fast funding for property professionals

Quick Decisions Quick Funding

*Direct from an
established lender*

*Substantial
Funding Available*

*Deal Directly with
the Decision Maker*

*Auction Finance
Specialists*

*Rapid Completion
Period*



working in
association
with



0844 873 4227



www.auctionfinance.co.uk



fast funding for property professionals

Scott Hendry

National Development Manager

mobile: 07778 160 846

email: scott.hendry@auctionfinance.co.uk

Zac Zorno

Business Development

mobile: 07780 703 629

email: zac.zorno@auctionfinance.co.uk

Notes

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 rentcharge).

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

A4.1 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.

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 £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

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

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

G1 THE LOT

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

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

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

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

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and

- other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them;
- (i) anything the SELLER does not and could not reasonably know about.

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

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

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

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

G1.9 The BUYER buys with full knowledge of

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

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

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

G2 DEPOSIT

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

- (a) the minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
- (b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 THE DEPOSIT

- (a) must be paid to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence;
- (b) is to be held as agents for the seller unless the special conditions provide otherwise.

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

G2.4 If a cheque for the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of contract.

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

G3 BETWEEN CONTRACT AND COMPLETION

- G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and:
- (a) produce to the BUYER on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum assured or make other changes to the policy;
- (d) at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER;
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damages arising after the CONTRACT DATE or assign to the BUYER the benefit of any claim;

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

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

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

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

G4 TITLE AND IDENTITY

G4.1 Unless GENERAL CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOTs 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 in 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 interest, as if it had taken place on the next BUSINESS DAY.

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

G7 NOTICE TO COMPLETE

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

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

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

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

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

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

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:

- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The BUYER must:

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

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

G10 INTEREST AND APPORTIONMENTS

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

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

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

- (a) the BUYER is liable to pay interest; and
- (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which

interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

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

- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:

- (a) so state; or
- (b) give no details of any ARREARS

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;
- (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancers may reasonably require;
- (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of

any TENANCY against an undertaking to hold it to the BUYER'S order;

- (e) not without the consent of the seller release any tenant or surety from liability to pay ARREARS or accept a surrender of 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.

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 I 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 AR-REARS.

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.

Property Services:

House Sales

0161 443 4500

Lettings & Property Management

0161 443 4777

Mortgages

0161 443 4555

Property Surveys

0161 443 4580

Buildings Insurance

0161 443 4555

We Will Buy Your House

0161 443 4717

Investments

0161 443 4557

Other Services:

0800 195 8900

Life Insurance

Income Protection

Pension Advice

Will Writing

Probate Services

Conveyancing

EDWARD
mellor
auCTION

65-81 St Petersgate
Stockport SK1 1DS

Telephone: 0161 443 4740

Fax: 0161 480 8280

Catalogue Hotline: 09067 301010

(Calls cost £1 per minute and should
take no longer than 1 minute)

email: auCTION@edwardmellor.co.uk

website: www.edwardmellor.co.uk

Openwork

