

Tuesday 26th October 2010  
Registration from 1.00 pm  
Auction start time 2.00 pm

EDWARD  
mellor  
auction

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



## Market Watch

*Peter Barlow  
Managing Director*

There are two things the UK people love to talk about more than anything else: property and the weather.

Now I know absolutely nothing about weather systems, the impact of climate change or what a "North Easterly breeze" is, so there would be no sense in listening to a word I say on the subject. But then the same can be said for the vast majority of people who talk about the property market, they really haven't got a clue what they are talking about, but if they use the right language and pick up on the general hopes or fears of buyers and sellers, they all of a sudden become an authority.

Let me give you an example, this week The Financial Services Authority forecast that house prices will fall. The FSA, let me remind you, is an industry regulator, an independent body charged with the responsibility of establishing rules by which all financial institutions must abide (tell that to the bankers in London and New York who started the credit crunch), they are not market analysts or forecasters. But of course, they are highly regarded and so they become headline news and a perceived authority on the housing market.

This though is a subject I do know something about and whilst I would not want to make any forecasts, I can tell you what has happened over the last 12 months and what is happening today and what you might want to consider in the coming months:

House prices and the number of house sales, for us, have been very consistent over the last 12 months. We have the odd bright moment and the odd minor downturn but in the main, very stable. The suspension of HIPS brought a lot of unwanted speculative property to the market but because mortgage lending didn't increase we saw an over supply lead to a small blip in prices, but that has passed. The months of May with the election and June with the World Cup again saw sales slow slightly but then we have picked back up again. The spending review in October will come and pass and changes to lending regulations will come and pass.

There is nothing too exciting in any of this but this level of stability is exactly what the housing market needs and is why we are seeing buyers at our auction who we haven't seen for nearly 3 years and the reason why they are coming back to our auction is because not only will we be selling the type of property they are after, but we also know from our estate agency network exactly what is happening in each area, day by day. We know that, for example, the Stalybridge area has a terrible shortage of rental stock but a huge demand of would be tenants.

That kind of very focused information will never be what the headline writers are after but we know it is what our customers have come to expect from the Edward Mellor team in helping them make the right property moves.

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# 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. **Offers will not be considered on the three working days immediately prior to the auction.**

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.

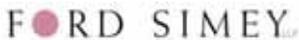
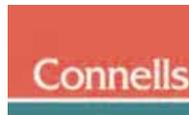
12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving the Auctioneer's Clerk their name, address and solicitor's details. A deposit of 10% of the 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!**

Here are just some of our rapidly expanding group of clients .....



## ..... and some of the letters we have received from our satisfied customers!

*"I was delighted with the auction result for my flat, especially as before the auction I had been on the verge of selling it privately for about half the sum it got at the sale! Thanks to Edward Mellor Auctions for their professional and efficient service, which I would recommend to anyone wanting to sell a property and with a minimum of fuss."*

*Mr L.B., Gwynedd*

*GUIDE: £35,000 SOLD AT: £80,500*

*"Just a quick 'Thank You' to all the staff at Edward Mellors who, from our first phone call to you and the viewings with Derek, to the auction day at LCCC were friendly, helpful and guided us, new to auctions, with knowledge and a smile, and this took away some of the apprehension of the day. We would certainly come again." H.S., Sale*

"I just want to say thank you for your work today - you have no idea how happy you have made my family who have been waiting on the sale of this house for 4 years since my parents' death. The sale of the property gives us all the opportunity to move on. The fact that you managed to get a price £10k above the price we were happy with is a testament to you - I only wish we had come to you sooner. Thank you so much." Mr S.S., Manchester

**"We just wanted to say thank you for all that you did to help us sell our property. Everything has gone through smoothly and we are pleased with the result. Thanks for all that you did!"**

**Mr & Mrs R.I., Droylsden**

**GUIDE: £60,000**

**SOLD AT: £70,000**

"Might I also take this opportunity of thanking you, not only for your management of the property for the lengthy 2-year period until I was able to sell, but also for your sterling advice and manner of conduct of the sale which has led to the property being sold for £25,000 more than its value 2 years ago. I will certainly have no hesitation in using you again."

Mr L.T., Solicitor,  
Macclesfield

Guide: £125,000  
Sold at: £165,000

"Hi Nick, what a result; never thought we'd get that much, thanks mate - it was all down to you (remind me to get you drunk next time I see you!) Thanks again, D"

Mr D.Y., Blackley  
GUIDE £35,000+  
SOLD AT £90,000

"Just to let you know how much my wife and I have appreciated the service that has been provided by Edward Mellor in the sale of our property. This was our first auction with yourselves and we found the experience very professional and it went very smoothly. I am confident that we will be doing business in the future." Mr S. H., Cheltenham

*"Louise: It was lovely to meet you today and I would like to thank you for all the work you put in for us on this one. Also lease pass on my thanks to auctioneer Nick Green and the rest of your team for what they did today. I would not hesitate to recommend Edward Mellor Auction Services. You handled the matter in a very efficient and professional manner. The price achieved vindicates everything we have done to get to this point." Mr S.B., Colwyn Bay*

"I would like to say a big 'thank you' to you all for the professional manner in which my property was handled - I would definitely recommend you to anyone who wants to sell quickly."  
Mrs G.S. Rochdale

"Nick, you are a man of your word - sorry I wasn't there to shake your hand and say thanks. I am more than happy that I opted to sell through you and Mellors, and the sale prices you have achieved have been fantastic.... and will definitely be using you and your team again in the future along with mentioning your expert attentive service throughout to anyone who I know may be looking for your kind of estate agency and auction services."

Mr P.B., Salford

GUIDE: £50,000 SOLD AT £64,000

*"Many thanks for all your help, prior to and since the auction; it is much appreciated"*

Mr B. T., Wilmslow Reserve £90,000 Sold at £98,000

... now, what can we do for you?



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# order of sale for

## Tuesday 26th October 2010

## sale starts at 2.00 pm

Lot	Property Address	
1	1155 Rochdale Road, Blackley, Manchester	Vacant three bedroom detached house
2	Ground Rents at Fitzwilliam Court, Victoria Park, M/Cr	Portfolio of 25 collections - income £1,875 pa
3	101 Parsonage Road, Withington, Manchester	Tenanted three bedroom semi - income £650 pcm
4	21 South View, Woodley, Stockport, Cheshire	Vacant three bedroom semi detached house
5	25 Sunnybank Road, Longsight, Manchester	Vacant four bedroom semi detached house
6	42 Blackbrook Road, Heaton Chapel, Stockport, Cheshire	Vacant two bedroom end terraced house
7	52 St Marys Road, Glossop, High Peak, Derbyshire	Vacant two bedroom end terraced house
8	6 Hillington Road, Edgeley, Stockport, Cheshire	Tenanted three bedroom semi - income £500 pcm
9	8 Redcote Street, Moston, Manchester	Vacant three bedroom terraced house
10	16 Sandbach Road, Stockport, Cheshire	Tenanted two bedroom terraced - income £450 pcm
11	Former Bakehouse, rear of 11 Eastwood Rd, New Moston	Vacant former bakery and yard
12	28 Ashworth Street, Denton, Manchester	Vacant two bedroom end terraced house
13	3 Welbeck Street, Gorton, Manchester	Vacant three bedroom terraced house
14	4 Bristol Close, Heald Green, Cheadle, Cheshire	Vacant three bedroom terraced house
15	405 Burnage Lane, Burnage, Manchester	Vacant three bedroom semi detached house
16	21 Glossop Road, Gamesley, Glossop, High Peak	Vacant two bedroom terraced house
17	42 Hart Street, Droylsden, Manchester	Vacant end three bedroom quasi semi detached
18	5a Greenfield Road, Little Hulton, Manchester	Vacant one bedroom first floor flat
19	27 Bromfield Avenue, Blackley, Manchester	Vacant three bedroom terraced house
20	30 Powell Street, Darwen, Lancashire	Vacant two bedroom terraced house
21	12 Silverstone Drive, Newton Heath, Manchester	Vacant three bedroom semi detached house
22	12 Audrey Street, Moston, Manchester	Tenanted two bedroom terraced- income £420 pcm
23	46 Ventnor Street, Harpurhey, Manchester	Tenanted three bedroom terraced - income £624.45
24	26 Dumbarton Close, Reddish, Stockport, Cheshire	Vacant three bedroom mews terraced house
25	48 Ventnor Street, Harpurhey, Manchester	Tenanted 3 bedroom terraced - income £475 pcm
26	8 Brentford Street, Harpurhey, Manchester	Tenanted 4 bedroom terraced - income £475 pcm
27	14 Edith Street, Oldham, Lancashire	Vacant two bedroom terraced house
28	16 Penn Street, Moston, Manchester	Vacant two bedroom terraced house
29	45 Chisholm Street, Openshaw, Manchester	Vacant three bedroom terraced house
30	Hafod, Hope Street, Hazel Grove, Stockport, Cheshire	Vacant three bedroom detached house
31	439 Manchester Rd, Heaton Chapel, Stockport, Cheshire	Vacant three bedroom terraced house
32	2-6 Thornwood Avenue, Gorton, Manchester	Vacant former working mens club
33	56 Canada Street, Miles Platting, Manchester	Vacant two bedroom terraced house
34	1 Jubilee Road, Middleton, Manchester	Vacant well-presented office premises and yard
35	216 Stockport Road, Denton, Manchester	Vacant three bedroom detached house

order of sale for

Tuesday 26th October 2010

sale starts at 2.00pm

Lot	Property Address	
36	53 Higher Lane, Whitefield, Manchester	Five bedroom property let at £1407.66 pcm
37	405 Manchester Road, Droylsden, Manchester	Vacant ground floor retail units with 3-bed flat
38	Flat 11 Holland Lodge, Grange Avenue, Ribbleton, Preston	Vacant one bedroom second floor flat
39	46 Farr Street, Edgeley, Stockport, Cheshire	Vacant two bedroom terraced house
40	Flat 2 and 2, 1a Kings Avenue, Crumpsall, Manchester	Part tenanted semi detached house in two flats
41	32 Robert Street, Barrow in Furness, Cumbria	Ground floor shop and 3-bed maisonette above
42	14 Huntroyde Avenue, Tonge Moor, Bolton, Lancashire	Vacant two bedroom terraced house
43	5 Trough Gate, Oldham, Lancashire	Vacant three bedroom terraced house
44	39 Manchester Road, Ashton under Lyne, Lancashire	Vacant Victorian terraced house in two flats
45	41 Dukinfield Road, Hyde, Cheshire	Vacant four bedroom extended end terraced house
46	673 Hyde Road, Belle Vue, Manchester	Vacant three bedroom terraced house
47	35 Oscar Street, Moston, Manchester	Two bedroom end terraced let at £375 pcm
48	2 Union Street, Glossop, Derbyshire	Vacant three bedroom stone terraced house
49	22 Gorple Road, Worsthorpe, Burnley, Lancashire	Vacant two bedroom terraced cottage
50	409 Station Road, Winsford, Cheshire	Vacant two bedroom terraced house
51	46 Broom Lane, Levenshulme, Manchester	Vacant three bedroom terraced house
52	8 King Edward Street, Levenshulme, Manchester	Vacant three bedroom terraced house
53	13 Swinton Street, Oldham, Lancashire	Tenanted three bedroom terraced house
54	280 London Road, Hazel Grove, Stockport, Cheshire	Vacant extended three bedroom semi detached
55	10 Austin Grove, Burnage, Manchester	Vacant three bedroom semi detached house
56	505 Buxton Road, Stepping Hill, Stockport, Cheshire	Vacant detached three storey office building
57	158 Chapel Road, Hollinwood, Oldham, Lancashire	Vacant two bedroom semi detached house
58	219 Acrington Road, Blackburn, Lancashire	Vacant two bedroom terraced house
59	8-10 Town Lane, Charlesworth, Glossop, High Peak	Double fronted, three bedroom stone cottage
60	20 South Mesnefield Road, Salford, Manchester	Vacant fire damaged three bedroom semi detached
61	41 Old Hall Lane, Longsight, Manchester	Vacant three bedroom semi detached house

Our next auction will take place on  
Wednesday 8th December 2010

Closing date for entries:  
5th November 2010



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Contact – Peter Robinson

Peter Robinson & Co.  
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Email: peter@conveyancingoldham.co.uk



## 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](http://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.**

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LiveLink

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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.

# 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 \_\_\_\_\_

This form must arrive no later than Monday 25th October 2010 at the offices of Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS

# 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.

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## 1155 Rochdale Road, Blackley, Manchester M9 7FP

Vacant three bedroom detached house

<b>Directions</b>	On main A664
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, store, large through lounge/dining room, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom/WC
<i>Exterior:</i>	Front and rear gardens
<b>Note</b>	The property will be sold as seen. No pre-auction bids to be considered on this lot
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Dept 0161-443 4740

Lot 1



**TO BE OFFERED WITH NO RESERVE**

## Ground Rents at Fitzwilliam Court, 19-21 Anson Road, Victoria Park, Manchester M14 5BZ

Portfolio of 25 ground rent collections  
Annual income £1,875.00

<b>Directions</b>	On main A34
<b>Description</b>	Income from 25 leasehold properties in the block, each paying £75.00 per annum on an 800-year lease from 10.09.03

Lot 2



*Photograph for identification purposes only*

**Guide Price: circa £20,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

today's start time is 2.00 pm

## Lot 3



### 101 Parsonage Road, Withington, Manchester M20 4NU

Tenanted three bedroom semi detached house

Income £650 per month

Directions	Off Wilmslow Road B5093
Tenancies	Twelve month AST from 25.11.09 at £650.00 per month
Accommodation	<i>Ground Floor:</i> Hallway, two reception rooms, kitchen <i>First Floor:</i> Three bedrooms, wet room <i>Exterior:</i> Front and rear gardens, driveway
Note	Central heating and double glazing; recarpeted, decorated and rewired last year
Viewing	Auction Department 0161-443 4740

**Guide Price circa £130,000**

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Lot 4



## 21 South View, Woodley, Stockport, Cheshire SK6 1PD

Vacant three bedroom semi detached house

<b>Situation</b>	Off Ashton Street, Hyde Road A560
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge, sliding doors to dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Front and rear gardens
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £90,000+**

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## Lot 5



### 25 Sunnybank Road, Longsight, Manchester M13 0XF

Vacant four bedroom semi detached house

<b>Directions</b>	Off Birch Hall Lane, Dickenson Road A6010
<b>Accommodation</b>	<i>Ground Floor:</i> Large hallway, lounge, dining room, morning room, kitchen area <i>First Floor:</i> Landing, four bedrooms (one used as kitchen), bathroom <i>Exterior:</i> Walled front garden, side pathway to rear garden
<b>Note</b>	Gas central heating. The property will be sold as seen
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £80,000+**

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Lot 6



## 42 Blackbrook Road, Heaton Chapel, Stockport SK4 5PD

Vacant two bedroom end terraced house

<b>Directions</b>	Off Marbury Road, Carnforth Road, Keswick Road, Broadstone Road B5169 off Manchester Road A626
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, lounge, dining kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Front and rear gardens
<b>Note</b>	Central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £60,000**

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## Lot 7



## 52 St Mary's Road, Glossop, Derbyshire SK13 8DL

Vacant two bedroom end terraced house

Directions	Off High Street West A57
Accommodation	<i>Ground Floor:</i> Lounge, dining kitchen with built-in oven and hob <i>First Floor:</i> Two double bedrooms, bathroom/WC <i>Exterior:</i> Communal rear garden
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £95,000+**

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Lot 8



## 6 Hillington Road, Edgeley, Stockport, Cheshire SK3 9PA

Tenanted three bedroom semi detached house

Income £500.00 per month

<b>Directions</b>	Off Penrhyn Road, St Lesmo Road, Stockport Road A560
<b>Tenancies</b>	Assured Periodic Monthly Tenancy from 18.7.09 at £500.00 per month
<b>Accommodation</b>	<i>Ground Floor:</i> Two reception rooms, refitted kitchen, cellars <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Paved front, rear garden; overlooking park
<b>Note</b>	Central heating and double glazing
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £110,000**

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## Lot 9



### 8 Redcote Street, Moston, Manchester M40 9HX

Vacant three bedroom terraced house

**Directions** Off Bluestone Road, Kenyon Lane, Lightbowne Road B6393

**Accommodation**  
*Ground Floor:* Lounge/dining room, kitchen  
*First Floor:* Three bedrooms, bathroom/WC  
*Exterior:* Rear yard

**Note** Gas central heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Department 0161-443 4740

**Guide Price: circa £60,000**

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Lot 10



## 16 Sandbach Road, Stockport, Cheshire SK5 6LZ

Tenanted two bedroom terraced house      Income £450 per month

<b>Directions</b>	Off Brooklands Road, Station Road, Gorton Road B6167
<b>Tenancies</b>	Twelve month AST from 16.2.10 at £450 per month
<b>Accommodation</b>	<i>Ground Floor:</i> Vestibule, lounge, dining room, fitted kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Small front garden, rear yard
<b>Note</b>	Central heating and double glazing
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £65,000+**

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## Lot 11



### Former Bakehouse to rear of 11 Eastwood Road, New Moston, Manchester M40 3TE

Former bakehouse in lock-up yard

Total site area 159 sq.m.

Internal floor area 66.8 sq.m.

Directions	Off Moston Lane East, Hollinwood Avenue A6104
Planning	May be suitable for redevelopment subject to the necessary consents
Accommodation	<i>Ground Floor:</i> Bakehouse 41.6, Ground store 13.3 sq.m., Store 11.9 sq.m. <i>Exterior:</i> Enclosed yard
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £50,000+**

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## 28 Ashworth Street, Denton, Manchester M34 3LJ

Vacant two bedroom end terraced house

Lot 12

Directions Off Manchester Road A57

### Accommodation

Ground Floor: One reception room, kitchen diner

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Note Gas central heating and uPVC double glazing

Possession Vacant on completion

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Guide Price: circa £55,000

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## Lot 13



### 3 Welbeck Street, Gorton, Manchester M18 8GW

Vacant three bedroom terraced house

**Directions** Off Constable Street, Abbey Hey Lane

#### Accommodation

*Ground Floor:* Entrance hall, lounge, dining room, kitchen, utility area

*First Floor:* Three bedrooms, bathroom/WC

*Exterior:* Forecourt garden, rear yard

**Note** Gas central heating. The vendor of this property has a connected interest in Edward Mellor Ltd

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

**Guide Price: circa £48,000**

## Lot 14



### 4 Bristol Close, Heald Green, Cheadle, Cheshire SK8 3LX

Vacant three bedroom terraced house

**Directions** Off Outwood Road, Wilmslow Road B5358

#### Accommodation

*Ground Floor:* Entrance hall, lounge, kitchen, inner hall

*First Floor:* Three bedrooms, bathroom, separate WC, store cupboard

*Exterior:* Front and rear garden

**Note** Gas central heating. The vendor of this property has a connected interest in Edward Mellor Ltd.

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

**Guide Price: circa £75,000**

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## 405 Burnage Lane, Burnage, Manchester M19 1FG

Vacant three bedroom semi detached  
property

**Directions** Off Mauldeth Road, off A34  
Kingsway

### Accommodation

*Ground Floor:* Entrance hall, lounge, dining  
room, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Front and rear garden,  
driveway

**Note** The vendor of this property  
has a connected interest in  
Edward Mellor Ltd

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

Lot 15



**Guide Price: circa £75,000**

## 21 Glossop Road, Gamesley, Glossop, High Peak SK13 6JH

Vacant two bedroom terraced house

**Directions** On main A626

### Accommodation

*Ground Floor:* Lounge, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Front and rear garden

**Note** The vendor of this property has  
a connected interest in Edward  
Mellor Ltd. Potential to rent a  
space from High Peak Borough  
Council to the rear for off-road  
parking

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

Lot 16



**Guide Price: circa £65,000**

today's start time is 2.00 pm

## Lot 17



### 42 Hart Street, Droylsden, Manchester M43 7AW

Vacant end quasi semi-detached house

<b>Directions</b>	Off Market Street, Manchester Road A662
<b>Accommodation</b>	
<i>Ground Floor:</i>	Entrance hallway, lounge, dining area, dining kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Front and rear gardens, driveway
<b>Note</b>	Gas central heating, double glazing; the vendor of this property has a connected interest in Edward Mellor Ltd.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Dept 0161-443 4740

**Guide Price: circa £75,000**

## Lot 18



### 5a Greenfield Road, Little Hulton, Manchester M38 9PF

Vacant one bedroom first floor flat

<b>Directions</b>	Off Graymar Rd, Grayson Rd, Manchester Rd East A6
<b>Accommodation</b>	
<i>Ground Floor:</i>	Stairs to first floor
<i>First Floor:</i>	Landing, lounge, kitchen, bedroom, bathroom/WC
<i>Exterior:</i>	Communal rear garden
<b>Note</b>	Central heating, uPVC double glazing
<b>Service Charge</b>	Management costs, buildings insurance, maintenance of front garden, external repairs and ground rents are all covered by a Service Charge of £251.27 pa. The vendor of this property has a connected interest in Edward Mellor Ltd.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Dept 0161-443 4740

**Guide Price: £20,000+**

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## 27 Bromfield Avenue, Blackley, Manchester M9 8AG

Vacant three bedroom terraced house

**Directions** Off Somerfield Avenue,  
Somerfield Road, Factory Lane,  
Rochdale Road A664

**Accommodation**

*Ground Floor:* Entrance hall, lounge, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Front and rear garden

**Note** Gas central heating and double glazing. The vendor of this property has a connected interest in Edward Mellor Ltd

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

**Guide Price: circa £45,000**

Lot 19



## 30 Powell Street, Darwen, Lancashire BB3 0HB

Vacant two bedroom terraced house  
BY ORDER OF THE MORTGAGEES IN  
POSSESSION

**Directions** Off Richmond Terrace, Atlas  
Road, Railway Road, Church  
Street off Bolton Road A666

**Accommodation** NOT SEEN BUT REPORTED TO BE

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Two bedrooms, bathroom/WC

*Exterior:* Rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £40,000 - £45,000**

Lot 20



today's start time is 2.00 pm

## Lot 21



### 12 Silverstone Drive, Newton Heath, Manchester M40 1WF Vacant three bedroom semi detached house

<b>Directions</b>	Off Assheton Road, Culcheth Lane, Old Church Street, Oldham Road A62
<b>Accommodation</b>	<i>Ground Floor:</i> Hall, lounge open plan to dining room, extended dining kitchen with built in oven and hob <i>First Floor:</i> Three bedrooms with fitted wardrobes, fully tiled bathroom/WC with corner bath <i>Exterior:</i> Front and rear gardens, driveway and garage
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £95,000+**

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Lot 22



## 12 Audrey Street, Moston, Manchester M9 4PF

Tenanted two bedroom terraced house      Income £420 per month

<b>Directions</b>	Off Lily Lane, Ashley Lane, Moston Lane, Rochdale Road A664
<b>Tenancies</b>	Six month AST from 26.8.09 at £420 per month to working tenants
<b>Accommodation</b>	<i>Ground Floor:</i> Two reception rooms, kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Rear yard; pleasant location overlooking small green
<b>Note</b>	Central heating and double glazing
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £45,000+**

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## Lot 23



### 46 Ventnor Street, Harpurhey, Manchester M9 5UN

Tenanted three bedroom terraced house    Income £624.45 per month

Directions	Off Fernclough Road, Carisbrook Street, Rochdale Road A664
Tenancies	Six month AST from 24.9.10 at £624.45 per month
Accommodation	<i>Ground Floor:</i> Two reception rooms, kitchen <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Rear yard and lovely shared garden; pleasant location overlooking green
Note	Central heating and double glazing. Photographs taken at commencement of tenancy
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**Guide Price: £50,000+**

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## 26 Dumbarton Close, Reddish, Stockport SK5 7EG

Vacant three bedroom mews terraced  
house

**Directions** Off Reddish Vale Road, Reddish  
Road, B6167

### Accommodation

**Ground Floor:** Porch, hall, living room with  
patio doors to conservatory,  
dining room, kitchen

**First Floor:** Three bedrooms, bathroom/WC  
including shower cubicle

**Exterior:** Gardens front and rear,  
driveway

**Note** Gas central heating with Combi  
boiler, uPVC double glazing

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

**Guide Price: £75,000+**

Lot 24



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## Lot 25



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### 48 Ventnor Street, Harpurhey, Manchester M9 5UN

Tenanted three bedroom terraced house Income £475.00 per month

Directions	Off Fernclough Road, Carisbrook Street, Rochdale Road A664
Tenancies	Twelve month AST from 6.4.10 at £475 per month to a working tenant
Accommodation	<i>Ground Floor:</i> Two reception rooms, kitchen, bathroom <i>First Floor:</i> Three bedrooms <i>Exterior:</i> Rear yard, lovely shared garden; pleasant location overlooking green
Note	Central heating and double glazing
Viewing	Auction Department 0161-443 4740

**Guide Price: circa £50,000+**

you MUST read the notices to prospective buyers!

Lot 26



## 8 Brentford Street, Harpurhey, Manchester M9 5PB

Tenanted four bedroom terraced house    Income £475.00 per month

<b>Directions</b>	Off Windsor Road, Vernon Street, Fernclough Rd, Carisbrook St., Rochdale Road A664
<b>Tenancies</b>	Lease details provided by vendor (full tenancy information to follow): Six years from 10.3.09 at £475.00 per month
<b>Accommodation</b>	<i>Ground Floor:</i> Living room, kitchen <i>First Floor:</i> Two bedrooms, bathroom <i>Second Floor:</i> Two bedrooms <i>Exterior:</i> Rear yard; pleasant location overlooking open fields
<b>Note</b>	Central heating and double glazing
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £58,000+**

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## Lot 27



## 14 Edith Street, Oldham, Lancashire OL8 2AL

Vacant two bedroom terraced house

**Directions** Off Urmson Street, Ashton Road A627

### Accommodation

*Ground Floor:* One reception room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** Gas central heating (no boiler) and uPVC double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £45,000**

## Lot 28



## 16 Penn Street, Moston, Manchester M40 9NF

Vacant two bedroom terraced house

**Directions** Off Pym Street, Moston Lane, Rochdale Rd A664

### Accommodation

*Ground Floor:* One reception room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
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**Guide Price: circa £30,000**

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## 45 Chisholm Street, Openshaw, Manchester M11 2LF

Vacant three bedroom terraced house

**Directions** Off Ashton Old Road A635

### Accommodation

*Ground Floor:* Hallway, two reception rooms, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Yard to rear

**Note** Central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £35,000**

Lot 29



## Hafod, Hope Street, Hazel Grove, Stockport SK7 4EL

Vacant three bedroom detached house  
BY ORDER OF THE MORTGAGEES IN  
POSSESSION

**Directions** Off London Road A6

### Accommodation

*Ground Floor:* Hall, two reception rooms, kitchen

*First Floor:* Three bedrooms, bathroom/WC

*Exterior:* Gardens front and rear;  
driveway to side

**Note** Central heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
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**Guide Price: £100,000+**

Lot 30



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## Lot 31



### 439 Manchester Road, Heaton Chapel, Stockport, Cheshire SK4 5DJ

Vacant three bedroom terraced house

<b>Directions</b>	On A626 in popular location between Stockport and Manchester centres
<b>Note</b>	Central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £135,000**

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Lot 31



**Accommodation**      *Ground Floor:* Hallway, lounge, open plan family dining kitchen

*Basement:*              Cellars

*First Floor:*              Three bedrooms, bathroom

*Second Floor:*         Attic space accessed by loft ladders; may be suitable for conversion subject to the necessary consents

*Exterior:*                 Front garden, rear yard

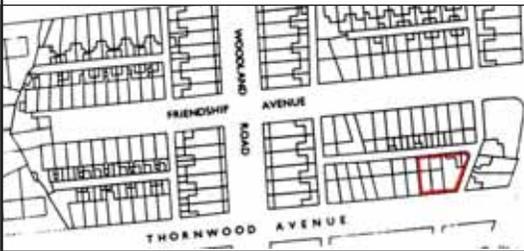
**Guide Price: circa £135.000**

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## Lot 32



## 2-6 Thornwood Avenue, Gorton, Manchester M18 7HW

Vacant former working men's club

Directions Off A57 Hyde Road

### Accommodation

*Ground Floor:* Snooker/Club Room, Beer Store, WCs, Pool/Bar Room  
*First Floor:* Concert/Function Room  
Changing Room and WCs

Rateable Value 2010 £4,000

Possession Vacant on completion

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**Guide Price: £75,000+**

## Lot 33



## 56 Canada Street, Miles Platting, Manchester M40 8AE

Vacant two bedroom terraced house  
BY ORDER OF THE MORTGAGEES IN  
POSSESSION

Directions Off New Street, Oldham  
Road A62

### Accommodation

*Ground Floor:* Lounge, kitchen area  
*First Floor:* Two bedrooms,  
bathroom area  
*Exterior:* Rear yard

Possession Vacant on completion

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**Guide Price: £35,000+**

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Lot 34



## 1 Jubilee Road, Middleton, Manchester M24 2LT

Vacant well-presented office premises over two floors with cellars and a 205 sq.m. yard

<b>Directions</b>	Off Dale Road, Hilton Fold Lane off Oldham Road A669
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, front office, rear office, kitchen, storage Total 46.3 sq.m. <i>First Floor:</i> Bathroom/WC, front and rear offices Total 38.9 sq.m. <i>Basement:</i> Storage areas 36.3 sq.m. <i>Exterior:</i> Yard
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £90,000**

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## Lot 35



## 216 Stockport Road, Denton, Manchester M34 6BA

Vacant three bedroom detached house

Directions	On main A6017
Accommodation	<i>Ground Floor:</i> Hallway, two large reception rooms, kitchen <i>First Floor:</i> Three bedrooms, bathroom, separate WC <i>Exterior:</i> Large garden to three sides, driveway, garage and outhouses
Note	Central heating and part double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: circa £155,000**

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Lot 36



## 53 Higher Lane, Whitefield, Manchester M45 7EZ

Tenanted five bedroom property Fully let at £1300 per month as five tenancies with a total income of £1,407.66 per month

**Directions** On main A665

**Tenancies** Twelve month AST from 1.5.10 at £260.00 per month  
Twelve month AST from 1.7.10 at £216.66 per month  
Twelve month AT from 1.5.10 at £303.00 per month  
Six month AST (undated) at £260.00 per month  
Six month AST (unseen) at £368.00 per month

**Accommodation** *Ground Floor:* Living room, kitchen  
*First Floor:* Shared bathroom, two double bedrooms, box room  
*Second Floor:* Two double bedrooms with ensuite bathroom to each  
*Exterior:* Gardens; opportunity for private parking

**Note** Gas central heating and double glazing. House built to HMO standards with fire doors and smoke alarms. No mandatory HMO licence required. All furniture to be included. Vacant possession available if required.

**Viewing** Auction Department 0161-443 4740

**Guide Price: circa £120,000**

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## Lot 37



### 405 Manchester Road, Droylsden, Manchester M43 6QF

Vacant ground floor retail units with self contained three bedroom flat above

<b>Directions</b>	On main A662 at junction with Charles Street
<b>Accommodation</b>	<i>Ground Floor:</i> Main shop area and three further shop areas; storage space and kitchen (Total 133.8 sq.m, 1,439 sq.ft.) <i>First Floor:</i> Hallway, lounge, fitted kitchen with access to roof terrace, bathroom, two bedrooms <i>Second Floor:</i> Third bedroom
<b>Note</b>	Gas central heating to upper floors
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £120,000+**

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## Flat 11 Holland Lodge, Grange Avenue, Ribbleson, Preston, Lancashire PR2 6PG

Lot 38

### Vacant one bedroom second floor flat

**Directions** Off Longridge Road B6243,  
Blackpool Road A5085

#### Accommodation

*Ground Floor:* Communal hall with entry phone system

*Second Floor:* One bedroom, living room, kitchen, bathroom

*Exterior:* Communal gardens and off-street parking

**Note** Electric heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

**Guide Price: £20,000 – £25,000**



## 46 Farr Street, Edgeley, Stockport, Cheshire SK3 9LD

### Vacant two bedroom terraced house

Lot 39

**Directions** Off Bloom Street, Grenville Street off Edgeley Rd B5465

#### Accommodation

*Ground Floor:* Two reception rooms, kitchen and cellar

*First Floor:* Two bedrooms and bulkhead bathroom

*Exterior:* Front and rear garden

**Note** Central heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Department 0161-443 4740

**Guide Price: circa £70,000**



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## Lot 40



### Flat 1 and Flat 2, 1a Kings Avenue, Crumpsall, Manchester M8 5AS

Part tenanted semi detached house in two flats

Directions	Off Ash Tree Road, Crescent Road, Middleton Road A576
Tenancies	Awaiting sight of tenancy for Flat 2
Accommodation	<i>Ground Floor:</i> Hallway, lounge, kitchen, bedroom, bathroom <i>First Floor:</i> Hallway, kitchen, bedroom, bathroom <i>Exterior:</i> Front and side garden, rear driveway
Note	Central heating and double glazing
Possession	Part vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: circa £125,000**

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## 32 Robert Street, Barrow in Furness, Cumbria LA14 1EB

Ground floor shop premises with newly refurbished, self contained three bedroom maisonette over

**Directions** Off Rawlinson Street, close to town centre

### Accommodation

*Ground Floor:* Shop and utility areas

*Basement:* Storage areas

*First Floor:* Bathroom, lounge and kitchen diner

*Second Floor:* Three bedrooms

*Exterior:* Rear yard

**Note** Double glazing

**Possession** Vacant on completion

**Viewing** 0161-443 4740

Lot 41



Guide Price: circa £55,000

## 14 Huntroyde Avenue, Tonge Moor, Bolton, Lancashire BL2 2ET

Vacant two bedroom terraced house  
BY ORDER OF THE MORTGAGEES IN POSSESSION

**Directions** Off Entistle Street, Ainsworth Lane, Bury Road A58

**Accommodation** NOT SEEN BUT REPORTED TO BE

*Ground Floor:* Lounge, dining kitchen

*First Floor:* Two bedrooms, bathroom/WC

*Exterior:* Rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161 - 443 4740

Lot 42



Guide Price: £42,000+

today's start time is 2.00 pm

## Lot 43



## 5 Trough Gate, Oldham, Lancashire OL8 3TH

Vacant three bedroom terraced house

**Directions** Off Hollins Road A6104

### Accommodation

*Ground Floor:* Hall, lounge with feature fireplace, separate dining room with patio doors, kitchen with built-in oven, hob and extractor

*First Floor:* Three bedrooms, bathroom/WC

*Exterior:* Front garden, rear yard

**Note** Gas central heating and uPVC double glazing

**Possession** Vacant on completion

**Viewing** 0161-443 4740

**Guide Price: £55,000+**

## Lot 44



## 39 Manchester Road, Ashton under Lyne, Lancashire OL7 0DA

Vacant Victorian terraced house in two self contained flats

**Directions** On main A635

### Accommodation

*Ground Floor:* Lounge, bedroom, kitchen, bathroom

*First Floor:* Lounge, two bedrooms, kitchen, bathroom

*Exterior:* Front garden, rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £75,000**

you MUST read the notices to prospective buyers!

## 41 Dukinfield Road, Hyde, Cheshire SK14 4PD

Vacant four bedroom extended end  
terraced house

<b>Directions</b>	On main A627
<b>Accommodation</b>	
<i>Ground Floor:</i>	Two reception rooms, kitchen, bathroom
<i>First Floor:</i>	Four bedrooms
<i>Exterior:</i>	Yard and parking to rear, front garden
<b>Note</b>	Gas central heating and uPVC double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £70,000**

**Lot 45**



## 673 Hyde Road, Belle Vue, Manchester M12 5PS

Vacant three bedroom terraced house

<b>Directions</b>	On main A57
<b>Accommodation</b>	
<i>Ground Floor:</i>	One reception room, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £45,000**

**Lot 46**



today's start time is 2.00 pm

## Lot 47



## 35 Oscar Street, Moston, Manchester M40 9DE

Tenanted two bedroom end terraced house    Income £375.00 per month

<b>Directions</b>	Off Lightbowne Road B6393
<b>Tenancies</b>	Twelve month AST from 15.9.10 at £375.00 per month
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, two reception rooms, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom/WC
<i>Exterior:</i>	Rear yard
<b>Note</b>	Central heating and double glazing
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

**Guide Price: £45,000 - £50,000**

## Lot 48



## 2 Union Street, Glossop, Derbyshire SK13 8LT

Vacant three bedroom stone terraced house

<b>Directions</b>	Off Collier Street, Victoria Street A624
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Basement, lounge, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom/WC
<i>Exterior:</i>	Communal yard
<b>Note</b>	Central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £70,000+**

you MUST read the notices to prospective buyers!

Lot 49



## 22 Gorple Road, Worsthorne, Burnley, Lancashire BB10 3NN

Vacant two bedroom terraced cottage

<b>Directions</b>	In the centre of the village of Worsthorne, reached via Brownside Road and Brunshaw Road from Todmorden Road A671 in Burnley centre
<b>Accommodation</b>	<i>Ground Floor:</i> Lounge with feature fireplace, modern fitted kitchen with built-in oven and hob, fridge, freezer and dishwasher. <i>First Floor:</i> Two bedrooms, shower room/WC <i>Exterior:</i> Small rear yard
<b>Note</b>	Gas central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £85,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

today's start time is 2.00 pm

## Lot 50



## 409 Station Road, Winsford, Cheshire CW7 3NE

Vacant two bedroom  
terraced house



**Directions** On B5355 off A54  
Middlewich Road within  
walking distance of  
Winsford town centre

**Accommodation** NOT INSPECTED BUT  
REPORTED TO BE

*Ground Floor:* Lounge, hallway,  
bathroom, kitchen

*First Floor:* Two bedrooms

*Exterior:* Front and rear gardens

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £25,000**

## Lot 51



## 46 Broom Lane, Levenshulme, Manchester M19 2TG

Vacant three bedroom terraced house

**Directions** Off Stockport Road A6

**Accommodation**

*Ground Floor:* Two reception rooms,  
kitchen, WC

*First Floor:* Three bedrooms,  
bathroom

*Exterior:* Rear yard

**Note** Central heating and  
double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161 443 4740

**Guide Price: £60,000+**

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

## 8 King Edward Street, Levenshulme, Manchester M19 3FY

Lot 52

### Vacant three bedroom terraced house

**Directions** Off Barlow Road, Broom Lane, Stockport Road A6

#### Accommodation

*Ground Floor:* Hallway, two reception rooms, kitchen  
*First Floor:* Three bedrooms, bathroom  
*Exterior:* Small front garden, rear yard

**Note** Gas central heating and uPVC double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £69,000+**



## 13 Swinton Street, Oldham, Lancashire OL4 1QS

Lot 53

### Tenanted three bedroom terraced house

**Directions** Off Salford Street, Brewerton Road, Lees Road A669

**Tenancies** Awaiting sight of tenancy

**Accommodation** NOT INSPECTED BUT REPORTED TO BE

*Ground Floor:* One reception room, kitchen  
*First Floor:* Three bedrooms, bathroom  
*Exterior:* Rear yard

**Note** Gas central heating

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

**Guide Price: £50,000 - £55,000**



email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

today's start time is 2.00 pm

## Lot 54



## 280 London Road, Hazel Grove, Stockport, Cheshire SK7 4RD

Vacant extended three bedroom semi detached house

**Directions** On main A6

### Accommodation

*Ground Floor:* Entrance hall, lounge, dining room, extended kitchen

*First Floor:* Three bedrooms, bathroom with white corner suite

*Exterior:* Off road parking, gardens

**Note** Gas central heating and uPVC double glazing

**Possession** Vacant on completion

**Viewing** 0161-443 4740

**Guide Price: circa £115,000**

## Lot 55



## 10 Austin Grove, Burnage, Manchester M19 2BH

Vacant three bedroom semi detached house

**Directions** Off Monica Grove, Fortuna Grove, Moseley Rd B5093

### Accommodation

*Ground Floor:* Hallway, open plan lounge diner, kitchen

*First Floor:* Three bedrooms, bathroom/WC

*Exterior:* Gardens to three sides - rear approximately 100 ft

**Note** Gas central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161 443 4740

**Guide Price: circa £125,000**

you MUST read the notices to prospective buyers!

Lot 56



## 'Sylton House', 505 Buxton Road, Stepping Hill, Stockport, Cheshire SK2 7HJ

Detached three storey office building with cellar and full consent for consulting rooms. Approximately 1300 sq.ft. (120 sq.m.)

<b>Directions</b>	Situated on busy A6 main road in close proximity to Stepping Hill Hospital
<b>Accommodation</b>	<i>Ground Floor:</i> Hallway, kitchen, WC, open plan office space, rear hallway, steps down to converted basement <i>First Floor:</i> Two rooms, one with ensuite bathroom, one with ensuite shower room <i>Second Floor:</i> Two rooms, one with WC and washbasin <i>Exterior:</i> Main road frontage, corner plot with parking to rear for approximately 10-12 cars
<b>Note</b>	The property has been fully refurbished, is fully uPVC double glazed, centrally heated and alarmed. The premises may suit change of use to residential, subject to the relevant planning consents and regulations.
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: £200,000 – £250,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

today's start time is 2.00 pm

## Lot 57



### 158 Chapel Rd, Hollinwood, Lancashire OL8 4QL

Vacant two bedroom semi detached house

**Directions** Off Manchester Road A62

#### Accommodation

*Ground Floor:* Entrance hall, lounge, dining room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Enclosed gardens to front and rear, single garage

**Note** Gas central heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £55,000 – £60,000**

## Lot 58



### 219 Accrington Road, Blackburn, Lancashire BB1 2AQ

Vacant two bedroom terraced house

**Directions** On main A679 in town centre

**Accommodation** NOT INSPECTED BUT REPORTED TO BE

*Ground Floor:* Lounge, dining kitchen

*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: £45,000+**

you MUST read the notices to prospective buyers!

Lot 59



## 8-10 Town Lane, Charlesworth, Glossop, High Peak SK13 5HA

A charming double fronted stone cottage, situated in the popular village of Charlesworth. Presenting unusual accommodation which previously served as two properties, it is of sizeable proportions and should be viewed internally to be fully appreciated.

<b>Directions</b>	Off A626 Glossop Road
<b>Accommodation</b>	<i>Ground Floor:</i> Entrance porch, lounge, kitchen, dining room, second lounge, conservatory <i>First Floor:</i> Bedroom one with ensuite shower room, bedroom two, shower room/WC, bathroom/WC <i>Second Floor:</i> Bedroom three, loft room <i>Exterior:</i> Pleasant rear garden and forecourt
<b>Note</b>	Central heating and double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161 443 4740

**Guide Price: £195,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

today's start time is 2.00 pm

## Lot 60



## 20 South Mesnefield Road, Salford, Manchester M7 3QP

Vacant fire damaged three bedroom semi detached house

**Directions** Off Littleton Road, Cromwell Road A576

**Accommodation** We have not been able to undertake a full internal inspection due to the nature and condition of the building, but from a brief external inspection it is expected that the accommodation was formerly:

*Ground Floor:* Hall, lounge/dining room, kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Gardens to front, side, rear

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £25,000**

## Lot 61



## 41 Old Hall Lane, Longsight, Manchester M13 0TH

Vacant three bedroom semi detached house

**Directions** Off Wilmslow Road A6010

**Accommodation**

*Ground Floor:* Hallway, pantry cupboard, side hall, lounge, dining room and kitchen

*First Floor:* Three bedrooms, bathroom, separate WC

*Exterior:* Large gardens

**Note** Central heating. No pre-auction offers will be accepted on this lot

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £90,000**

# 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:

- prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- offer each LOT for sale;
- sell each LOT;
- receive and hold deposits;
- sign each SALE MEMORANDUM;
- 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:

- 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;
- sign the completed SALE MEMORANDUM; and
- pay the deposit.

A5.4 If YOU do not WE may either

- 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
- sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

- 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 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

<p>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.</p>	<p>any TENANCY against an undertaking to hold it to the BUYER's order;</p>	<p>be required by the rent deposit deed.</p>
<p>G10.4 Apportionments are to be calculated on the basis that:</p>	<p>(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.</p>	<p><b>G14 VAT</b>  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.</p>
<p>(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.</p>	<p>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.</p>	
<p><b>G11 ARREARS</b></p>	<p><b>G12 MANAGEMENT</b></p>	<p><b>G15 TRANSFER AS A GOING CONCERN</b></p>
<p><b>Part 1 Current Rent</b></p>	<p>G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.</p>	<p>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.</p>
<p>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.</p>	<p>G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.</p>	<p>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.</p>
<p>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</p>	<p>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;</p>	<p>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.</p>
<p>G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.</p>	<p>(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.</p>	<p>G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence</p>
<p><b>Part 2 BUYER to pay for ARREARS</b></p>	<p><b>G13 RENT DEPOSITS</b></p>	<p>(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 &amp; 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.</p>
<p>G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.</p>	<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>	<p>G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then:</p>
<p>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.</p>	<p>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</p>	<p>(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</p>
<p><b>Part 3 BUYER not to pay for ARREARS</b></p>		
<p>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:</p>		
<p>(a) so state; or (b) give no details of any ARREARS</p>		
<p>G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:</p>		
<p>(a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;</p>		
<p>(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);</p>		
<p>(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;</p>		
<p>(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of</p>		

<p>VAT due; and</p> <p>(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.</p>	<p>the LOT is inaccurate, incomplete or missing.</p>	<p>(a) service charge expenditure attributable to each TENANCY;</p> <p>(b) payments on account of service charge received from each tenant;</p> <p>(c) any amounts due from a tenant that have not yet been received;</p> <p>(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.</p>
<p><b>G16 CAPITAL ALLOWANCES</b></p>		
<p>G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.</p>	<p>G19.5 Where relevant:</p> <p>(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</p> <p>(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.</p>	<p>G22.4 In respect of each TENANCY, if the service charge account shows that:</p> <p>(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;</p> <p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>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.</p>	<p>G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.</p>	<p>(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;</p> <p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.</p>	<p><b>G20 TUPE</b></p> <p>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.</p>	<p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>G16.4 The SELLER and BUYER agree:</p>	<p>G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:</p>	<p>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.</p>
<p>(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and</p> <p>(b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue &amp; Customs for the purposes of their respective capital allowance computations.</p>	<p>(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.</p> <p>(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.</p> <p>(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.</p> <p>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</p>	<p>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.</p>
<p><b>G17 MAINTENANCE AGREEMENTS</b></p>		
<p>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.</p>	<p>(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.</p> <p>(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.</p> <p>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</p>	<p>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.</p>
<p>G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.</p>	<p>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</p>	<p>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.</p>
<p><b>G18 LANDLORD AND TENANT ACT 1987</b></p>		
<p>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.</p>	<p><b>G21 ENVIRONMENTAL</b></p>	<p>G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:</p> <p>(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and</p> <p>(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.</p>
<p>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.</p>	<p>G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.</p> <p>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</p>	<p>G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:</p> <p>(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and</p> <p>(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.</p>
<p><b>G19 SALE BY PRACTITIONER</b></p>		
<p>G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.</p>	<p>G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.</p>	<p><b>G23 RENT REVIEWS</b></p> <p>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.</p>
<p>G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.</p>	<p>G22.2 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.</p>	<p>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.</p>
<p>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.</p>	<p><b>G22 SERVICE CHARGE</b></p> <p>G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.</p>	<p>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</p>
<p>G19.4 The LOT is sold</p> <p>(a) in its condition at COMPLETION;</p> <p>(b) for such title as the SELLER may have; and</p> <p>(d) with no title guarantee;</p>	<p>G22.2 No apportionment is to be made at COMPLETION in respect of service charges.</p> <p>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:</p>	<p>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</p>
<p>and the BUYER has no right to rescind the contract or any other remedy if information provided about</p>	<p>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:</p>	<p>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</p>

unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

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

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

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

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

## G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:

- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

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

## G25 WARRANTIES

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

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

- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty;
- (b) apply for, (and the SELLER and the BUYER must use all reasonable endeavours to obtain), any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

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

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

## G26 NO ASSIGNMENT

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

## G27 REGISTRATION AT THE LAND REGISTRY

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

- (a) procure that it becomes registered at Land Registry as proprietor of the LOT;
- (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
- (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

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

- (a) apply for registration of the transfer;
- (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
- (c) join in any representations the seller may properly make to Land Registry relating to the application.

## G28 NOTICES AND OTHER COMMUNICATIONS

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next

following BUSINESS DAY.

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

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

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

## G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

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
Sell Fast For Cash	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](mailto:auction@edwardmellor.co.uk)  
website: [www.edwardmellor.co.uk](http://www.edwardmellor.co.uk)

