

Tuesday 13th September 2011  
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

EDWARD

mellor  
auction

# SUCCESS STORIES

from our July auction

14 Gorse Avenue, Oldham



- Two bedroom semi-detached
- Guide Price £10,000 - £15,000
- Sold for £36,000

15 Holly Lane, Rufford, Ormskirk,  
Lancashire



- Three bedroom semi-detached
- Guide Price £110,000+
- Sold for £150,000

30 Wavertree Road, Blackley,  
Manchester



- Two bed end terraced house
- Guide Price circa £45,000
- Sold for £54,000

12 Victoria Street, Denton,  
Manchester



- Retail unit with flat over
- Guide Price circa £45,000
- Sold for £56,000

25 Hartington Road, Chorlton,  
Manchester



- Five bedroom semi detached
- Guide Price £325,000+
- Sold for £349,000

488 Rochdale Road, Oldham,  
Lancashire



- Two bedroom terraced house
- Guide Price circa £45,000
- Sold for £56,000

# auction dates for 2011/12

## Auction

Tuesday 13th September 2011

Tuesday 25th October 2011

Tuesday 6th December 2011

Tuesday 7th February 2012

Tuesday 13th March 2012

## Closing Date

6th August 2011

17th September 2011

29th October 2011

6th January 2012

10th February 2012

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

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

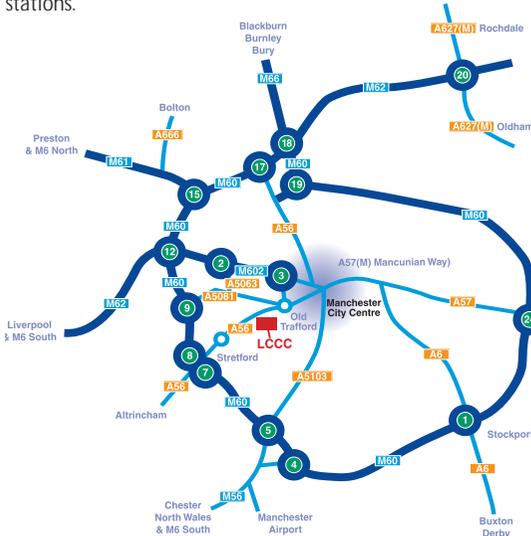
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## where is the auction room?

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

### Metrolink Tram Services

A regular service operates from Bury in North Manchester, Altrincham (South Manchester), and from Central Manchester. There is a connecting service to Salford Quays and Eccles. The Metrolink is also connected to both mainline railway stations, Piccadilly & Victoria, and runs to Old Trafford Station, next to the cricket ground. Tickets are available from dispensers on all stations.



### Rail Services

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

### Bus Services

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



# notices to prospective buyers

1. These particulars are intended to give a brief description of the properties included in this auction. Appointments to view can be arranged via the Edward Mellor office specified. Prospective purchasers will be deemed to have inspected the property they are interested in before bidding.

Where the details state "External viewings only" there will be no access provided to the property either pre auction or between the auction and the completion date. We would recommend that lots which cannot be inspected, whatever the reason, might be unsuitable for buyers who do not regularly deal in such properties, as there is always the risk that they might not be exactly as described.

Access to the roof void, cellars and other hard to reach areas, whether or not there are ladders/steps present does not form part of the normal viewing process. Prospective buyers are advised to engage a surveyor to carry out these inspections. However, should the buyer wish to carry out these inspections then they do so entirely at their own risk, and accept full responsibility for any damage caused, and may be asked to sign a disclaimer.

2. The Auctioneers have not tested any apparatus, equipment, fittings or services so cannot verify that they are in working order. The buyer is advised to obtain his own verification. Any plans or photographs published are for the convenience of prospective purchasers and do not form part of any contract. Any items shown in the photographs are not necessarily included. No representation or warranty is made in respect of the structure of the property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be undertaken by a professionally qualified person prior to bidding. Reproduction of maps should not be assumed to be to any specific scale: boundaries and all area calculations should be assumed to be approximate. Purchasers who require finance in order to buy should ensure that they have an

unconditional offer from their lender before signing any contract.

3. The properties included in this catalogue are all to be offered for sale by Public Auction unless previously sold by private treaty. In order to prevent a wasted journey we advise that you should check the availability of properties with the Auction Department on sale day. Pre-auction offers will only be considered once they have been received IN WRITING by the Auction Department. They are then conveyed to the vendor in writing, and you will only be notified if the offer is acceptable. Should you not hear from us, it is safe to assume that your offer was rejected and the property is still going to auction. All pre-auction offers will be assumed to be your best and final offer and no guarantee can be given that you will be invited to increase your bid in the event of an alternative acceptable offer being received prior to exchange.

4. All properties are offered subject to the Common Auction Conditions, extra and special conditions, or by an addendum. You can find the Common Auction Conditions at the back of the catalogue. The extra and special conditions, along with addenda, are available for inspection by appointment with the Auction Department prior to sale day, or for one hour prior to the start of the sale at the venue. The legal documents on each individual property are also available for inspection on the same basis. These can be downloaded from our website - please follow the Auction link to the Online Catalogue download page. If you are unsure how to utilise this documentation, we **STRONGLY** recommend you take the advice of a solicitor before attending the sale, as all prospective purchasers will be deemed to have inspected these and made the usual precontract enquiries before bidding or signing contracts either pre- or post-auction. In particular we would recommend that enquiries be made of the relevant Local Authority, as the local searches that are given to us may not always contain up-to-date information regarding regeneration strategies and associated compulsory purchase schemes.

5. Intending purchasers are advised to check documentation and take advice upon the exact nature of domestic tenancies on properties in which they are interested prior to bidding. Tenants who occupy on Regulated Tenancies almost undoubtedly have their security of tenure protected. Others, on Assured Shorthold Tenancies, will only have limited protection. Would-be purchasers should assure themselves that the documentation has been completed as they expect, since the auctioneers were not a party to the original lettings and cannot therefore certify the descriptions as correct. Where the catalogue states that we are "awaiting sight of tenancies", buyers should check with us that these have been received prior to bidding on the property.

Please note that it is not always possible to arrange access for surveyors to inspect properties which are tenanted, and it is therefore imperative that prospective buyers who require finance enquire about access before bidding at auction.

6. Guide prices are provided as an opinion only and are not to be taken as the reserve price, which may or may not be the same as the guide. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept. This is agreed between the vendor and the Auctioneer. This is also confidential and not disclosed to any parties.

7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by Proxy. Forms may be found in the catalogue and these should be completed and returned to the Auctioneers together with a cheque representing 10% of your maximum bid (minimum £2,000), at least 48 hours before sale day.

8. The Auctioneers reserve the right to amend the lotting order at any time prior to the sale.

9. If there are any Addenda to the catalogue, these will be announced prior to the commencement of the sale and will be available in the Auction Room. Purchasers shall be deemed to purchase with full knowledge of this information.

10. On arrival at the auction you will be asked to complete a form, giving your name, address and telephone number and your solicitor's name, address and telephone number. In exchange you will receive a numbered bidding paddle from which we can identify you.

11. The auctioneer reserves the right to bid up to the reserve on behalf of the vendor.

12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving the Auctioneer's Clerk their name, address and solicitor's details. A deposit of 10% of the purchase price (minimum £2,000) is payable and completion usually takes place 28 days from the date of exchange. Deposits must be paid by banker's draft, building society cheque or bank counter cheque. Credit cards can be used subject to a surcharge of 2% (American Express not accepted). Personal cheques can be used if accompanied by two forms of identification (i.e. driving licence, passport or utility bill). Failure to do so may result in the property being re-offered for sale. Please note that any cheque returned unpaid by the bank, whether represented or not, will incur a charge of £25.00 which will be billed to the originator of the cheque.

13. A 0.5% Buyers Premium with a minimum of £495.00 (inclusive of VAT) will be payable by the Buyer or his/her agent for each lot purchased, at the same time as, and in addition to, the contractual deposit. This can be paid separately or added to the deposit.

14. Keys will not be released on any property until completion has taken place. Should keys be required before the agreed completion date, then the buyer will have to arrange the usual key undertaking via their own solicitor, or complete the sale early

We hope that we have covered all the aspects usually encountered; however, the Auction Department will be pleased to assist with any other queries you may have. Good luck!

# order of sale for Tuesday 13th September 2011

sale starts at 2.00pm

1	ASHTON U LYNE	31 Taunton Road	Three bedroom end terraced house
2	CLAYTON	199 Barrington Street	Two bedroom terraced house
3	BLACKLEY	29 Beverley Street	Two bedroom terraced house
4	HEATON MERSEY	30a Sunnybank Avenue	Two bedroom self contained ground floor flat
5	WITHINGTON	2b Minehead Avenue	Three bedroom semi detached house
6	STOCKPORT	18 Upper Brook Street	Two bedroom terraced house
7	BREDBURY	84 Annable Road	Two bedroom semi detached house
8	CRUMPSALL	33 Birch Road	Two bedroom end terraced house
9	STOCKPORT	1 Vernon Avenue	Three bedroom semi detached house
10	WALLASEY	15a The Chelsea, Tower Promenade	Tenanted one bedroom second floor apartment
11	MACCLESFIELD	49 Cambridge Road	Three bedroom semi detached house
12	FAILSWORTH	22 Park Avenue	Three bedroom semi detached house
13	OLDHAM	106-108 Henshaw Street	Former hot food takeaway with rooms over
14	BURNLEY	Flat 5, 393 Padiham Road	Tenanted two bedroom second floor flat
15	FALLOWFIELD	74 Ladybarn Lane	Four bedroom terraced house
16	MOSTON	2 Birchenall Street	Tenanted two bedroom terraced house
17	LLANRWST	Apt 1, Ty Glan, Conway House	Tenanted one bedroom apartment
18	LLANRWST	Apt 4, Ty Glan, Conway House	Tenanted one bedroom apartment
19	VICTORIA PARK	10 Martin House, 4 Conyngham Rd	One bedroom upper floor flat
20	ABBEY HEY	19 Highmead Street	Two bedroom end terraced house
21	ACCRINGTON	Apt 1, 8-10 Scaitcliffe Street	Tenanted two bedroom ground floor apartment
22	ACCRINGTON	Apt 4, 8-10 Scaitcliffe Street	Tenanted two bedroom first floor apartment
23	GLOSSOP	31 Shrewsbury Street	Two bedroom semi detached house
24	HAYDOCK	74 Clipsley Lane	Three bedroom semi detached house
25	OPENSHAW	28 Coronation Street	Tenanted mixed use terraced property with planning
26	OPENSHAW	11 Cheadle Street	Two bedroom terraced house
27	STOCKPORT	32 Bombay Road	Three bedroom semi detached house
28	CRUMPSALL	105 Givendale Drive	Two bedroom detached bungalow
29	ABBEY HEY	10 Hollybush Street	Tenanted two bedroom terraced house
30	ASHTON U LYNE	184-186 Stamford Street Central	Four storey commercial building with planning
31	DENTON	5 Market Street	Prominent corner building - development potential
32	PRESTBURY	Ash Cottage, London Road	Detached cottage with stables and paddock
33	NEWTON HEATH	7 St Albans Avenue	Tenanted three bedroom end town house
34	ABBEY HEY	60 Walter Street	Tenanted two bedroom end terraced house
35	STOCKPORT	Brookfield Garage, Christie Street	Single storey industrial/workshop premises
36	STOCKPORT	48 Browning Road	Three bedroom semi detached house
37	BLACKLEY	33 Hertford Road	Two bedroom terraced house
38	ROCHDALE	134 Yorkshire Street	Three storey office building

# order of sale for

## Tuesday 13th September 2011

## sale starts at 2.00pm

39	<b>MOSTON</b>	240 The Fairway	Three bedroom extended semi detached house
40	<b>ABBEY HEY</b>	37 Walter Street	Two bedroom end terraced house
41	<b>DENTON</b>	86 Frederick Street	Three bedroom semi detached house
42	<b>WEST DIDSBURY</b>	24 Mersey Crescent	Tenanted three bedroom terraced house
43	<b>MILES PLATTING</b>	3 Hooton Street	Tenanted two bedroom extended terraced house
44	<b>WARRINGTON</b>	1 East Avenue	End terraced house in four self contained flats
45	<b>HEATON NORRIS</b>	48 Heaton Road	Three bedroom terraced house
46	<b>OLDHAM</b>	70 New Earth Street	Three bedroom terraced house
47	<b>WITHDRAWN</b>		
48	<b>MARPLE</b>	68 Stockport Road	Shop premises with flat above
49	<b>CHAPEL EN LE FRITH</b>	1 Market Street	Former bank building
50	<b>LLANDUDNO</b>	Briarside, 3 Cwlach Road	Part let three storey property in five flats
51	<b>LONGSIGHT</b>	17 Peel Grove	Three bedroom semi detached house
52	<b>BREDBURY</b>	4 Redhouse Lane	Substantial end terraced house with large garden
53	<b>OLDHAM</b>	55 Queens Road	Six bedroom semi detached house
54	<b>OLDHAM</b>	10 Osmond Street	Two bedroom end terraced house
55	<b>OLDHAM</b>	77 Eric Street	SOLD PRIOR
56	<b>RUSHOLME</b>	Flat 41 The Gallery, Moss Lane E.	Tenanted two bedroom first floor flat
57	<b>OLDHAM</b>	Land adj. to 31 Crofton Street	Site with twelve garages and planning permission
58	<b>ABBEY HEY</b>	5 Peterborough Street	Terraced house in two self contained flats
59	<b>ABBEY HEY</b>	1 Butman Street	Terraced house in two self contained flats
60	<b>GORTON</b>	3 Woodland Road	Terraced house in two self-contained flats
61	<b>CLAYTON</b>	23 Howgill Street	Tenanted two bedroom terraced house
62	<b>OLDHAM</b>	118 Copster Hill Road	Two bedroom terraced house
63	<b>BLACKBURN</b>	7 Dyson Street	Tenanted three bedroom terraced house
64	<b>GORTON</b>	78 Furnival Road	Extended two bedroom semi detached house
65	<b>GORTON</b>	41 Hexham Road	Three bedroom semi detached house
66	<b>SALE</b>	5 Gawsworth Road	Three bedroom town house
67	<b>OPENSHAW</b>	8 Brechin Walk	Six bedroom end terraced house
68	<b>BURNLEY</b>	162 Melville Street	Two bedroom terraced house
69	<b>CLAYTON</b>	27 Sheldon Street	Tenanted two bedroom terraced house
70	<b>CHEADLE HEATH</b>	79 Cheltenham Road	Three bedroom semi detached house
71	<b>RADCLIFFE</b>	118 Higher Dean Street	Five bedroom terraced house
72	<b>DISLEY</b>	26 Goyt Road	Two bedroom ground floor flat
73	<b>GORTON</b>	136 Buckley Road	Tenanted two bedroom end terraced house
74	<b>DUKINFIELD</b>	Flat 4, 121 Astley Street	Two bedroom second floor flat
75	<b>NEWTON HEATH</b>	12 Silverstone Drive	Three bedroom semi detached house
76	<b>ARDWICK</b>	11 Fairhaven Street	Tenanted two bedroom terraced house
77	<b>DUKINFIELD</b>	407 King Street	Two bedroom terraced house

*Dear Nick and Staff,*

*I just wanted to write and say a genuine 'Thank You' to you all for the very professional and efficient way in which you dealt with the sale of my property 236 Turncroft Lane. Your extremely positive approach throughout was very reassuring.*

*I was particularly impressed by the number of viewings you secured and conducted so efficiently, resulting in a very satisfactory outcome at auction.*

*The property realised a very healthy price which has enabled me to move on. I would strongly recommend anyone considering a sale by auction to use Edward Mellor.*

*Thank you all so much,*

*Mrs P.H., Dukinfield*

**GUIDE PRICE: £75,000**  
**SOLD AT: £84,000**



Specialist in  
**AuctionConveyancing**

Contact – Peter Robinson

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



you MUST read the notices to prospective buyers!

## 31 Taunton Road, Ashton under Lyne, Lancashire OL7 9DP

Three bedroom end terraced house

Directions	Off Oldham Road A627
Accommodation	
Ground Floor:	Hall, kitchen, two reception rooms, cellar
First Floor:	Three bedrooms, bathroom
Exterior:	Front and rear gardens, garage to rear
Note	Gas central heating and partial double glazing
Possession	Vacant on completion
Viewing	Auction Dept 0161-443 4740

**Guide Price: £75,000 +**

Lot 1



## 199 Barrington Street, Clayton, Manchester M11 4FB

Two bedroom terraced house

Directions	Off Clayton Street, off North Road, Ashton New Road A662 close to Clayton Park
Accommodation	
Ground Floor:	Hall, two reception rooms, kitchen
First Floor:	Two bedrooms, bathroom
Exterior:	Walled front garden, rear yard and outhouse
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: circa £52,000**

Lot 2



Fast funding for property professionals

# Delivering Finance

for your next bid

Rapid response from the decision maker

Deal with an established lender

FUNDS AVAILABLE NOW  
Get funding agreed today!

MEET US AT THIS AUCTION

 auction finance

Working in partnership with



0844 873 4227



[www.auctionfinance.co.uk](http://www.auctionfinance.co.uk)

## Lot 3



## 29 Beverley Street, Blackley, Manchester M9 4ED

Two bedroom terraced house

**Directions** Left at junction of Capstan Street and Beverley Street, off Moston Lane, Rochdale Road A664

**Accommodation** NOT INSPECTED BUT REPORTED TO BE  
*Ground Floor:* Lounge, kitchen  
*First Floor:* Two bedrooms, bathroom  
*Exterior:* Rear yard

**Possession** Vacant on completion

**Viewing** External viewing only

**Guide Price: circa £35,000**

you MUST read the notices to prospective buyers!

Lot 4



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

Two bedroom self contained ground floor flat

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

Guide Price: circa £80,000

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

0161 443 4740

today's start time is 2.00 pm

## Lot 5



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

Three bedroom semi detached house

Directions	Off Moorgate Avenue, Princess Road A5103
Accommodation	<i>Ground Floor:</i> Porch, store room, hallway, two reception rooms, kitchen <i>First Floor:</i> Landing, three bedrooms, bathroom, separate WC, airing cupboard with boiler <i>Exterior:</i> Communal driveway, front garden and large rear lawn garden
Note	Central heating and majority double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price circa £50,000

you MUST read the notices to prospective buyers!

Lot 6



## 18 Upper Brook Street, Stockport, Cheshire SK1 3BW

Two bedroom terraced house

Directions	Off Waterloo Road, off St Marys Way A626, close to Nissan garage
Accommodation	<i>Ground Floor:</i> Hallway, lounge, refitted dining kitchen <i>First Floor:</i> Two bedrooms, bathroom and ensuite to rear bedroom <i>Exterior:</i> Lawn garden to rear
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161- 443 4740

Guide Price: £75,000+

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

0161 443 4740

today's start time is 2.00 pm

## Lot 7



### 84 Annable Road, Bredbury, Stockport, Cheshire SK6 2DF

Two bedroom semi detached house

**Directions** Off Brimelow Street, Osborne Street, Stockport Road B6104

**Accommodation**

*Ground Floor:* One reception room, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Small front and longer rear garden

**Note** Central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £75,000**

## Lot 8



### 33 Birch Road, Crumpsall, Manchester M8 5RT

Two bedroom end terraced house

**Directions** Off Delaunays Road, Crumpsall Lane, Middleton Road A576

**Accommodation** NOT INSPECTED BUT REPORTED TO BE

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

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

*Exterior:* Rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £40,000+**

you MUST read the notices to prospective buyers!

Lot 9



## 1 Vernon Avenue, Stockport, Cheshire SK1 2PE

Three bedroom semi detached house

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

Guide Price: £95,000+

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

0161 443 4740

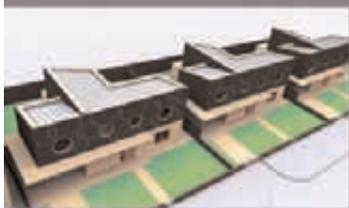


## Ibelin Architecture

### Ibelin: a complete design and build service - everything under one roof

Thinking of improving your existing home, or want a tailor-made new one? Then we want to hear from you. Ibelin provides a comprehensive architectural service. Call or email us for a free consultation. We'll develop your ideas and endeavour to make your dreams a reality.

**Feasibility Studies // Planning Applications // Building Regulations // Construction**



Ibelin Architecture // 59 Kensington Road // Chorlton // Manchester M21 9WU // United Kingdom  
Telephone 07768 512 588 // Email [info@ibelin.co.uk](mailto:info@ibelin.co.uk) // Web [www.ibelin.co.uk](http://www.ibelin.co.uk)

## Lot 10



## 15a The Chelsea, Tower Promenade, Wallasey, Wirral CH45 2JY

Tenanted one bedroom second floor flat  
Income £435.00 per month

Directions	The continuation of Marine Promenade, off A554 Rowson Street
Tenancies	Six month AST from 1.5.11 at £435.00 per month
Accommodation	NOT INSPECTED
Ground Floor:	Communal hall with stairs and lift to upper floors
Second Floor:	Lounge with open plan kitchen area, double bedroom, bathroom
Note	Double glazing
Viewing	External viewing only - the tenant must not be disturbed

**Guide Price: £30,000+**

you MUST read the notices to prospective buyers!

Lot 11



## 49 Cambridge Road, Macclesfield, Cheshire SK11 8JW

Three bedroom semi detached house

Directions	Off Park Lane A536
Accommodation	<i>Ground Floor:</i> Entrance hall, living/dining room, kitchen <i>First Floor:</i> Landing, three bedrooms, bathroom <i>Exterior:</i> Driveway, front and rear garden
Note	Double glazing. The vendor of this property has a connected interest in Edward Mellor Ltd.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £85,000

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

0161 443 4740

today's start time is 2.00 pm

## Lot 12



### 22 Park Avenue, Failsworth, Manchester M35 0DY

Three bedroom semi detached house

Directions	Off Broadway A663, in an attractive cul-de-sac location opposite Lower Memorial Park
Accommodation	<i>Ground Floor:</i> Hall, lounge, dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Gardens front and rear
Note	Central heating
Possession	Vacant on completion
Viewing	Auction Department 0161- 443 4740

Guide Price £95,000+

you MUST read the notices to prospective buyers!

Lot 13



## 106-108 Henshaw Street, Oldham, Lancashire OL1 2BL

Substantial double fronted former hot food takeaway with rooms over  
Approximately 102 sq.m. (1,100 sq.ft) over two floors

Directions	Off St Mary's Way, Rochdale Road A671		
Accommodation	<i>Ground Floor:</i>	Retail Zone A:	13 sq.m.
		Production area:	16.8 sq.m.
		Storage, bakehouse and oven:	27.1 sq.m.
	<i>First Floor:</i>	Four storage rooms, WC:	45.6 sq.m.
	<i>Exterior:</i>	Yard to rear	
Note	The property has three-phase electric and commercial gas supply. There may be potential for redevelopment or change of use subject to the necessary consents		
Possession	Vacant on completion		
Viewing	Auction Department 0161-443 4740		

Guide Price: circa £45,000

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

0161 443 4740

today's start time is 2.00 pm

## Lot 14



### Flat 5, 393 Padiham Road, Burnley, Lancashire BB12 6SZ

Tenanted two bedroom second floor flat  
Income £395.00 per month

Directions	On A671 north of junction with Watt Street
Tenancies	Six month AST from 4.4.11 at £395.00 per month
Accommodation	NOT INSPECTED
Ground Floor:	Stairs
Second Floor:	Lounge and modern open plan kitchen with built-in oven, hob & extractor, two bedrooms, bathroom
Exterior:	Communal gardens and parking
Viewing	External viewing only - the tenant must not be disturbed

**Guide Price: £30,000+**

## Lot 15



### 74 Ladybarn Lane, Fallowfield, Manchester M14 6YU

Four bedroom terraced house in student area

Directions	Off Moseley Road (B5093) close to Fallowfield centre
Accommodation	
Ground Floor:	Two reception rooms, kitchen diner, utility room
First Floor:	Four bedrooms, bathroom/WC
Exterior:	Front garden and yard to rear
Note	Central heating and majority double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: circa £145,000**

you MUST read the notices to prospective buyers!

Lot 16



## 2 Birchenall Street, Moston, Manchester M40 9ND

Tenanted two bedroom terraced house      Income £438.48 every four weeks

Directions      Off Ebsworth Street, Moston Lane, Rochdale Road A664

Tenancies      Six month AST from 10.8.11 at £438.48 every four weeks

Accommodation      NOT INSPECTED BUT REPORTED TO BE  
*Ground Floor:*      Lounge, kitchen  
*First Floor:*      Two bedrooms, bathroom  
*Exterior:*      Rear yard

Note      Double glazing and gas central heating. The property benefits from a 30-year damp-proof course guarantee.

Viewing      External viewing only - the tenant must not be disturbed

Guide Price: £43,000+

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

0161 443 4740

today's start time is 2.00 pm

## Lot 17



### Apartment 1, Ty Glan, Conway House, Bridge Street, Llanrwst LL26 0ET

Tenanted one bedroom apartment  
Income £435.00 per month

Directions	On main A470
Tenancies	18 month AST from 15.1.10 at £435.00 per month
Accommodation	NOT INSPECTED BUT REPORTED TO BE Lounge, modern kitchen with built in oven & hob, bedroom, shower room/WC
Note	Central heating
Viewing	External viewing only - the tenant must not be disturbed

**Guide Price: £30,000+**

## Lot 18



### Apartment 2, Ty Glan, Conway House, Bridge Street, Llanrwst LL26 0ET

Tenanted one bedroom apartment  
Income £395.00 per month

Directions	On main A470
Tenancies	Six month AST from 19.12.08 at £395.00 per month
Accommodation	NOT INSPECTED BUT REPORTED TO BE Lounge, modern kitchen with built in oven & hob, bedroom, shower room/WC
Note	Central heating
Viewing	External viewing only - the tenant must not be disturbed

**Guide Price: £30,000+**

you MUST read the notices to prospective buyers!

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

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

**Directions** Off Denison Road or Oxford  
Place, off Anson Road A34

### Accommodation

**Ground Floor:** Communal entrance hallway,  
stairs to upper floors

**Upper Floor:** Flat 10: Long hallway, open  
plan living room, offset fitted  
kitchen, bedroom, bathroom

**Exterior:** Communal parking & gardens

**Note** Electric storage heaters and uPVC double glazing

**Possession** Currently tenanted but vacant on completion

**Viewing** Auction Department 0161-443 4740

Lot 19



**Guide Price: circa £65,000**

## 19 Highmead Street, Abbey Hey, Manchester M18 8PE

Two bedroom end terraced house

**Directions** Off Chapman Street, Hyde  
Road A57

### Accommodation

**Ground Floor:** Vestibule, lounge, dining  
kitchen, bathroom

**First Floor:** Two bedrooms

**Exterior:** Small front garden, rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

Lot 20



**Guide Price: £40,000+**

today's start time is 2.00 pm

## Lot 21



### Apartment 1, 8-10 Scaitcliffe Street, Accrington, Lancashire BB5 0RF

Tenanted two bedroom ground floor apartment Income £435.00 per month

**Directions** Off Blackburn Rd, Eastgate A680

**Tenancies** Six month AST from 18.3.11 at £435.00 per month

**Accommodation** NOT INSPECTED  
*Ground Floor:* Lounge with open plan modern kitchen having built in oven and hob, two bedrooms, shower room/WC

*Exterior:* On-site parking

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

**Guide Price: £30,000+**

## Lot 22



### Apartment 4, 8-10 Scaitcliffe Street, Accrington, Lancashire BB5 0RF

Tenanted two bedroom first floor apartment Income £435.00 per month

**Directions** Off Blackburn Road, Eastgate A680

**Tenancies** Six month AST from 18.3.11 at £435.00 per month

**Accommodation** NOT INSPECTED  
*Ground Floor:* Lounge with open plan modern kitchen having built-in oven and hob, two bedrooms, shower room/WC

*Exterior:* On-site parking

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

**Guide Price: £30,000+**

you MUST read the notices to prospective buyers!

## 31 Shrewsbury Street, Glossop, High Peak SK13 7AN

Two bedroom semi detached house

Directions	Off High Street West A57
Accommodation	
Ground Floor:	Hall, lounge, dining room, extended fitted kitchen, ground floor shower room
First Floor:	Two double bedrooms, bathroom/WC
Exterior:	Paved rear garden
Note	Central heating and majority uPVC double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £75,000 - £80,000**

Lot 23



## 74 Clipsley Lane, Haydock, Merseyside WA11 0UB

Three bedroom semi detached house

Directions	On main A599
Accommodation	
Ground Floor:	Storm porch, hallway, lounge, dining kitchen, pantry
First Floor:	Three bedrooms, bathroom
Exterior:	Paved front and large rear garden
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £45,000 +**

Lot 24



today's start time is 2.00 pm

## Lot 25



### 28 Coronation Street, Openshaw, Manchester M112JN

Tenanted mixed use terraced property with  
planning for change of use

Income £670.00 per month

Directions Off Victoria Street, Ashton Old Road A635

#### Tenancies

Twelve month AST from 21.12.09 at £400 per month

Twelve month AST from 23.5.10 at £270 per month

Accommodation *Ground Floor:* Shop/storage area

*First Floor:* Living room/kitchen, bathroom, bedroom

*Exterior:* Rear yard

Note Gas central heating (first floor only), double glazing.  
Planning permission was granted on 27.6.11 for change of  
use from residential to A1 retail use on the ground floor,  
with residential use for the first floor (App. No.  
096062/FO/2011/N2)

Viewing Auction Dept 0161-443 4740

Guide Price: £45,000+

## Lot 26



### 11 Cheadle Street, Openshaw, Manchester M11 1AG

Two bedroom terraced house

Directions Off Sexa Street, Louisa  
Street, Ashton Old Road A635

Accommodation NOT INSPECTED BUT REPORTED  
TO BE

*Ground Floor:* Lounge, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

Possession Vacant on completion

Viewing Auction Department  
0161-443 4740

Guide Price: £42,000+

you MUST read the notices to prospective buyers!

## 32 Bombay Road, Edgeley, Stockport, Cheshire SK3 9RF

Three bedroom semi detached house

**Directions** Off Mountfield Road, Edgeley  
Road B5465

### Accommodation

*Ground Floor:* Entrance hall, two reception  
rooms, kitchen

*Basement:* Cellar

*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 £100,000**

Lot 27



## 105 Givendale Drive, Crumpsall, Manchester M8 4PZ

Two bedroom detached bungalow

**Directions** Off Coppleridge Drive, Bank  
Road, Crumpsall Lane,  
Middleton Road A576

### Accommodation

*Ground Floor:* Entrance hall, kitchen, lounge,  
two bedrooms, bathroom

*Exterior:* Side and rear garden, off-road  
parking

**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 £65,000**

Lot 28



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

0161 443 4740

today's start time is 2.00 pm

## Lot 29



### 10 Hollybush Street, Abbey Hey, Manchester M18 8PS

Tenanted two bedroom terraced house      Income £114.23 per week

Directions	Off Hawthorn Street, Highmead Street, Chapman Street, Hyde Road A57
Tenancies	Six month AST from 20.6.11 at £114.23 per week
Accommodation	NOT INSPECTED BUT REPORTED TO BE <i>Ground Floor:</i> Lounge, refitted dining kitchen with built in oven and hob <i>First Floor:</i> Two bedrooms, bathroom <i>Exterior:</i> Rear yard
Note	Central heating and double glazing. Photographs taken prior to commencement of tenancy. The property benefits from 30-year wall-tie and damp-proof course guarantees
Viewing	External viewing only - the tenant must not be disturbed

Guide Price £48,000+

you MUST read the notices to prospective buyers!

Lot 30



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

Substantial four storey commercial building in town centre location  
4,660 sq.ft. with planning permission for commercial/residential usage  
Could be split into two units

Directions	The property is situated on Stamford Street Central close to the intersection with Delamere Street in Ashton-under-Lyne town centre. Manchester City Centre is approximately 6 miles to the west and Junction 23 of the M60 is one mile away	
Planning	Planning consent (Granted on 19.4.2007 by Tameside MBC - 06/01705/FUL) for part demolition of existing building and reconstruction of rear to incorporate office space and four residential units.	
Accommodation	<i>Ground Floor:</i> Gross Frontage 39'6" (12 m), Sales area 1345 sq.ft (125 sq.m.) Office, kitchen/WC <i>First Floor:</i> Sales area 1130 sq.ft. (105 sq.m.) <i>Second Floor:</i> Sales area/office 1000 sq.ft. (93 sq.m.) <i>Basement:</i> Stores 1184 sq.ft. (110 sq.m.) <i>Exterior:</i> Rear yard	
Note	The vendor of this property has a connected interest in Edward Mellor Ltd	
Possession	Vacant on completion	<b>Viewing</b> Auction Department 0161-443 4740

**Guide Price: circa £180,000**

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

0161 443 4740

today's start time is 2.00 pm

## Lot 31



### 5 Market Street, Denton, Manchester M34 2JL

A prominent corner building providing the option to divide into two retail units and two first floor flats

A fantastic opportunity to acquire a double size corner building situated in the heart of Denton's newly constructed village square. The square has been a huge success, attracting a substantial number of local residents.

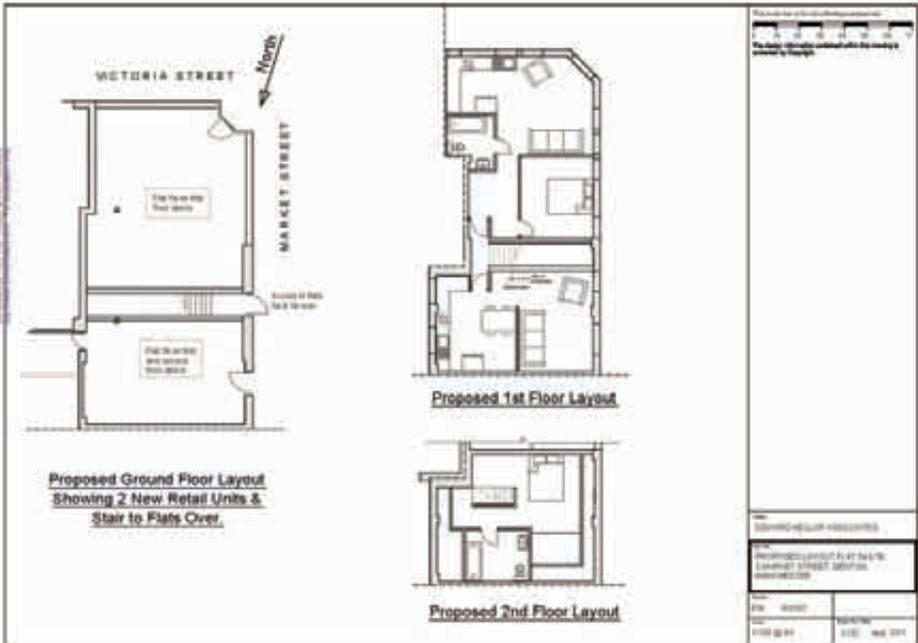
The building provides flexible accommodation that could be divided into two ground floor shop units and two first floor one bedroom flats (plans opposite). Alternatively, it could be a large ground floor unit and large first floor offices.

If the building were to be split into four units we would anticipate a minimum rental income of £22,000 per annum.

**Guide Price circa £55,000**

you MUST read the notices to prospective buyers!

Lot 31



**Directions** Off Town Lane, Stockport Road A6017

**Accommodation** *Ground Floor:* Retail unit with potential to split into two separate units. Potential to create two one-bedroom apartments on first floor

*Exterior:* Rear yard

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

**Possession** Vacant on completion

**Viewing** Auction Department 0161-443 4740

**Guide Price: circa £55,000**

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

0161 443 4740

today's start time is 2.00 pm

## Lot 32



### Ash Cottage, London Road, Prestbury, Cheshire SK10 4EA

Detached cottage with stables and paddock

This is a rare opportunity to acquire a charming period cottage with equestrian facilities including stables and paddock, located in the desirable area of Prestbury and updated over recent years to provide modern additions whilst retaining many period features.

**Directions** On main A523 near Prestbury Lane

#### Accommodation

*Ground Floor:*

Entrance porch. Lounge with french doors overlooking open countryside, feature ceiling beams, exposed brickwork and decorative cast iron fire surround. Dining room. Kitchen with stainless steel hob and oven, extractor hood, integral dishwasher. Rear lobby. Utility room with central heating boiler, and cloaks/WC.

*First Floor:*

Landing. Master bedroom with fitted wardrobes, 'Juliet' balcony and ensuite shower room. Two further bedrooms (one with 'Juliet' balcony). Main bathroom/WC with corner jacuzzi.

**Guide Price £325,000+**

you MUST read the notices to prospective buyers!

Lot 32



*Exterior:*

There is a large paved patio providing off-road parking for up to seven vehicles and providing electric gated access to the detached double garage. To the rear is an extensive, west facing lawned rear garden with large decked area and fantastic views over surrounding fields, incorporating a water feature with waterfall and pond. To the far end of the garden after passing through the gate there are two timber stables and an open paddock which reportedly extends to approximately two acres.

---

**Possession**

The property is currently let, and will become vacant at the end of August.

---

**Note**

Gas central heating and uPVC double glazing

---

**Viewing**

Auction Department 0161-443 4740

**Guide Price: £325,000+**

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

0161 443 4740

today's start time is 2.00 pm

## Lot 33



### 7 St Albans Avenue, Newton Heath, Manchester M40 2TD

Tenanted three bedroom end town house  
Income £550.00 per month

**Directions** Off Harringay Road, Briscoe Lane, Hulme Hall Lane A6010

**Tenancies** Six month AST from 4.8.11 at £550.00 per month

#### Accommodation

*Ground Floor:* Small hall, lounge, ground floor WC, refitted kitchen

*First Floor:* 3 bedrooms, refitted bathroom

*Exterior:* Front and rear gardens

**Note** Central heating. Photographs taken prior to commencement of tenancy

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

**Guide Price: £52,000+**

## Lot 34



### 60 Walter Street, Abbey Hey, Manchester M18 8SN

Tenanted two bedroom end terraced house  
Income £102.31 per week

**Directions** Off Vine Street, Ashton Old Road A635

**Tenancies** Six month AST from 7.7.11 at £102.31 per week

**Accommodation** NOT INSPECTED BUT REPORTED TO BE

*Ground Floor:* Lounge, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard

**Note** Double glazing, gas central heating. Photographs taken prior to commencement of tenancy

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

**Guide Price: £48,000+**

you MUST read the notices to prospective buyers!

Lot 35



## Brookfield Garage, Brookfield Industrial Estate, Christie Street, Stockport, Cheshire SK1 4LR

Single storey industrial/workshop premises

1,143 sq.ft. (106.2 sq.m.)

Previously used as car repair workshop



Directions	Off Hempsshaw Lane, Longshut Lane, Wellington Road South A6
Accommodation	<i>Ground Floor:</i> Industrial workshop bay 65'4" x 17'5" (Total 1,143 sq.ft. or 106.2 sq.m.), with fluorescent lighting and full-height loading door. Office area with toilet facilities. <i>Exterior:</i> Designated parking for up to eight vehicles
Note	The property is freehold and free of chief rent, and of brick construction under a vinyl coated corrugated steel roof. It has a 3-phase electricity supply.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £ 65,000+

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

0161 443 4740

today's start time is 2.00 pm

## Lot 36



### 48 Browning Road, Reddish, Stockport, Cheshire SK5 6JN

#### Three bedroom semi detached house

**Directions** Off Longford Road West,  
Gorton Road B6167

#### Accommodation

**Ground Floor:** Entrance hall, two reception rooms and kitchen  
**First Floor:** Landing, three bedrooms and bathroom  
**Exterior:** Gardens front and rear, driveway, garage

#### Note

Gas central heating and part 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 £53,000**

## Lot 37



### 33 Hertford Road, Blackley, Manchester M9 8BW

#### Two bedroom terraced house

**Directions** Off Russet Road, Rochdale  
Road A664

#### Accommodation

**Ground Floor:** Hall, lounge, dining room, kitchen, cellar  
**First Floor:** Two bedrooms, bathroom/WC  
**Exterior:** Rear yard

#### Note

Gas central heating, part double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: £43,000+**

you MUST read the notices to prospective buyers!

## 134 Yorkshire Street, Rochdale, Lancashire OL16 1LD

### Three storey office building

Directions	Off Union Street, off St Mary's Gate (A58)
Tenure	Please refer to legal pack
Accommodation	
Ground Floor:	Retail Zone A: 25.20 sq.m, Retail Zone B 20.20 sq.m, Office: 7.9 sq.m.
First Floor:	Office Space 43.30 sq.m, WC and kitchen
Second Floor:	Office Space: 18.70 sq.m.
Rateable Value	(2010) £13,000 Ref: 15803298759572
Possession	Vacant on completion
Viewing	Auction Dept 0161-443 4740

**Guide Price: circa £75,000**

Lot 38



## 240 The Fairway, Moston, Manchester M40 3NJ

### Three bedroom extended semi detached house

Directions	Off Nuthurst Road, Broadway A663
Accommodation	
Ground Floor:	Enclosed porch, entrance hall, living room, kitchen/diner, shower room
First Floor:	Three bedrooms, bathroom
Exterior:	Paved garden to front and side, detached garage at rear
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 £95,000**

Lot 39



today's start time is 2.00 pm

## Lot 40



## 37 Walter Street, Abbey Hey, Manchester M18 8SW

Two bedroom end terraced house

<b>Directions</b>	Off Vine Street, off Abbey Hey Lane
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hall, through lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Note</b>	Central heating and partial double glazing
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

**Guide Price: circa £45,000**

## Lot 41



## 86 Frederick Street, Denton, Manchester M34 3JA

Three bedroom semi detached house

<b>Directions</b>	Off Ashton Road A6017
<b>Accommodation</b>	
<i>Ground Floor:</i>	Entrance hall, lounge, kitchen
<i>First Floor:</i>	Landing, three bedrooms, bathroom
<i>Exterior:</i>	Front, side and rear garden, driveway
<b>Note</b>	Partial 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 Department 0161-443 4740

**Guide Price: circa £83,000**

you MUST read the notices to prospective buyers!

## 24 Mersey Crescent, West Didsbury, Manchester M20 2YJ

Tenanted three bedroom terraced house  
Income £650 per four weeks

Directions	Off Princess Road A5103
Tenancies	Twelve month AST from 9.10.10 at £650 per four weeks

<b>Accommodation</b>	
<i>Ground Floor:</i>	Entrance hall, lounge, kitchen, conservatory
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Gardens front and rear

<b>Note</b>	Gas central heating and double glazing
-------------	---

<b>Viewing</b>	Auction Dept 0161-443 4740
----------------	----------------------------

Lot 42



**Guide Price: circa £125,000**

## 3 Hooton Street, Miles Platting, Manchester M40 7BP

Tenanted two bedroom extended terraced  
house Income £500.00 per month

Directions	Off Bradford Road, Hulme Hall Lane A6010 close to Manchester City FC stadium
------------	---

Tenancies	Six month AST from 2.7.11 at £500.00 per month
-----------	---

<b>Accommodation</b>	
<i>Ground Floor:</i>	Two reception rooms, extended kitchen including appliances
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard, permit for resident's parking space

<b>Note</b>	Central heating and double glazing. The property is to be sold with an extensive list of chattels; please refer to legal pack for the full list.
-------------	--

<b>Viewing</b>	Auction Dept 0161-443 4740
----------------	----------------------------

Lot 43



**Guide Price: £45,000+**



today's start time is 2.00 pm

## Lot 44



### 1 East Avenue, Warrington, Cheshire WA2 8AD

End terraced house in four self-contained flats  
BY ORDER OF THE TRUSTEE IN BANKRUPTCY



Directions	Off West Avenue, South Avenue, Longford Street A574, Winwick Road A49
Accommodation	<i>Ground Floor:</i> 2 x one-bedroom flats <i>First Floor:</i> 2 x one-bedroom flats
Note	Communal heating system. Interested parties are advised to consult with the local Planning Department regarding the conversion to ascertain approval of any works carried out in this conversion: Warrington Borough Council Tel: 01925 442819 or Email: devcontrol@warrington.gov.uk
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price circa £55,000

you MUST read the notices to prospective buyers!

Lot 45



## 48 Heaton Road, Heaton Norris, Stockport, Cheshire SK4 4JJ

Three bedroom terraced house

Directions	Heaton Moor Road, off Wellington Road North (A6) close to junction of Heaton Road, Derby Road and Parsonage Road	
Accommodation	<i>Ground Floor:</i>	Hallway, two separate reception rooms, kitchen
	<i>First Floor:</i>	Landing with skylight in ceiling, three bedrooms, bathroom
	<i>Cellars:</i>	Basement chambers
	<i>Exterior:</i>	Long front garden and driveway, rear courtyard style garden
Note	The property has central heating, and may be suitable for loft conversion subject to the necessary consents	
Possession	Vacant on completion	
Viewing	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 46



## 70 New Earth Street, Oldham, Lancashire OL4 5ES

Three bedroom terraced house

Directions	Off Lees Road A669
Accommodation	
Ground Floor:	One reception room, kitchen
First Floor:	Three bedrooms, bathroom
Exterior:	Rear yard
Note	The property has uPVC double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

**Guide Price: circa £45,000**

## Lot 47

**WITHDRAWN**

you MUST read the notices to prospective buyers!

Lot 48



## 68 Stockport Road, Marple, Cheshire SK6 6AB

Shop premises with flat above

Directions	On main A626 in town centre
Accommodation	<i>Ground Floor:</i> Shop areas 18' x 17'3 and 24' x 12'6, cellar room 16' x 12' <i>First Floor:</i> Landing, lounge/dining room, kitchen, bedroom, bathroom/WC <i>Second Floor:</i> Bedroom two <i>Exterior:</i> Rear yard. Access to side of shop via right of way.
Note	Gas central heating
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £120,000

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

0161 443 4740

today's start time is 2.00 pm

## Lot 49



## 1 Market Street, Chapel en le Frith, Derbyshire SK23 0HH

Former bank building

Directions	On B5470 in town centre, opposite Market Square	
Accommodation	<i>Ground Floor:</i>	Office (49.2 sq.m), office (5.10 sq.m), office (11.50 sq.m), store (7.10 sq.m) and plant room
	<i>First Floor:</i>	Staff room (8.6 sq.m), staff WCs
Rateable Value	(At April 2010)	£7,300
Possession	Vacant on completion	
Viewing	Auction Department 0161-443 4740	

**Guide Price £35,000 - £45,000**

you MUST read the notices to prospective buyers!

Lot 50



## Briarside, 3 Cwlach Road, Llandudno, North Wales LL30 2HT

Part tenanted three storey, double fronted detached Victorian stone-built property  
in five flats **Income £433.33 per month**

**Directions** Off Cwlach Street, Llwynon Gardens, Old Road/Bodhyfryd Road off Gloddaeth St A546

**Tenancies**

<i>Ground Floor:</i>	One flat let on six month AST from 27.6.08 at £100 per week
<i>First Floor:</i>	Two flats let on one agreement from 1.6.11 at £500 per month
<i>Second Floor:</i>	Six month AST from 22.3.07 at £500 per month

### Accommodation

*Ground Floor:* Flat A: Open plan lounge/kitchen, bedroom, shower room, gas central heating - vacant  
Flat B: Open plan lounge/kitchen, bedroom, shower room, gas central heating

*First Floor:* Flat C: Open plan lounge/kitchen, bedroom, shower room  
Flat D: Open plan lounge/kitchen, bedroom, shower room

*Second Floor:* Flat E: Lounge, kitchen, three bedrooms, (one with ensuite shower room), bathroom

*Exterior:* Gardens front and rear

**Note** A highly desirable residential area with extensive views over Llandudno Bay and the Conwy estuary. There are three cottages located at the rear of this property which will be offered for sale as soon as the seller is in a position to offer them with vacant possession.

**Viewing**

Auction Department 0161-443 4740

**Guide Price: £170,000+**

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

0161 443 4740

today's start time is 2.00 pm

## Lot 51



### 17 Peel Grove, Longsight, Manchester M12 4WE

Three bedroom semi detached house

Directions	Off Northmoor Road, Stanley Grove, off Stockport Road A6
Accommodation	<i>Ground Floor:</i> Kitchen, spacious through lounge <i>Cellar</i> <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Front and rear gardens
Note	Gas central heating and uPVC double glazing. The seller has posted further information and photographs on the following website: <a href="http://www.gobsmack.org.uk/houseforsale">www.gobsmack.org.uk/houseforsale</a>
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price circa £95,000

[www.edwardmellor.co.uk](http://www.edwardmellor.co.uk)

for a full auction catalogue with guide prices, results and up-to-date information

you MUST read the notices to prospective buyers!

Lot 52



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

Substantial end terraced house on Woodley border with generous rear garden

Directions	On Redhouse Lane at the junction with George Lane and Stockport Road East/Hyde Road (A560), Woodley, adjoining St Mark's Parish Hall and Church
Accommodation	<i>Ground Floor:</i> Vestibule, three reception rooms, kitchen <i>First Floor:</i> Landing, two double bedrooms, inner bedroom and bathroom <i>Exterior:</i> The property sits on a corner plot having a lawn garden to the rear and parking to the front of the property. There is potential for redevelopment of the property subject to consents
Note	The property requires refurbishment, and has gas central heating
Possession	Vacant on completion
Viewing	Auction Department 0161- 443 4740

Guide Price: circa £110,000

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

0161 443 4740

today's start time is 2.00 pm

## Lot 53



### 55 Queens Road, Oldham, Lancashire OL8 2AX

Substantial six bedroom semi detached house with vacant possession

Directions	Off Park Road, off Abbey Hills Road B6194 overlooking Alexandra Park
Accommodation	<i>Ground Floor:</i> Hallway, three living rooms, WC/cloakroom, dining kitchen, utility area with two rooms <i>First Floor:</i> Bathroom, separate wc, three bedrooms, store room <i>Second Floor:</i> Bathroom, three bedrooms, store room <i>Basement:</i> Cellar <i>Exterior:</i> Gardens front and rear, off road parking to rear
Note	Majority double glazed, central heating, lift to upper floors
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price £150,000+

you MUST read the notices to prospective buyers!

## 10 Osmond Street, Oldham, Lancashire OL4 3EB

Two bedroom end terraced house

**Directions** Off Greenacres Road,  
Huddersfield Road A62

### Accommodation

*Ground Floor:* Lounge, kitchen diner  
*First Floor:* Two bedrooms, bathroom  
*Exterior:* Small front garden, rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

Lot 54



**Guide Price: circa £40,000**

## 77 Eric Street, Oldham, Lancashire OL4 1NA

Two bedroom terraced house

**Directions** Off Bellour Street, Lees Road  
A669

### Accommodation

*Ground Floor:* One reception room, kitchen,  
living, pantry  
*First Floor:* Two bedrooms, bathroom  
*Exterior:* Small front garden, rear yard

**Note** Gas central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

Lot 55



**Guide Price: circa £48,000**

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

0161 443 4740

today's start time is 2.00 pm

## Lot 56



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

Tenanted two bedroom first floor flat

Income £650.00 per month

Directions	On B5219 near Whitworth Park
Tenancies	Six month AST from 1st August 2011 at £650.00 per month
Accommodation	<i>Ground Floor:</i> Security coded communal entrance with lifts and stairs to all floors
double	<i>First Floor:</i> L-shaped hallway, open plan living room/dining kitchen, two bedrooms, bathroom
	<i>Exterior:</i> Communal garden and secure basement parking
Note	Double glazing, electric heating and views over communal garden
Viewing	Auction Department 0161-443 4740

Guide Price circa £105,000

[www.edwardmellor.co.uk](http://www.edwardmellor.co.uk)

for a full auction catalogue with guide prices, results and up-to-date information

you MUST read the notices to prospective buyers!

Lot 57



## Land adjacent to 31 Crofton Street, Oldham, Lancashire OL8 3DA

Site with twelve garages and planning permission to build two four-bedroom semi detached dwellings

Directions	Crofton Street is easily accessed from Ashton Road, close to the intersection with Hathershaw Lane/Hollins Road A6104	
Planning	Permission was granted on 14.12.2009 for the building of a pair of semi detached houses with accommodation over three floors (Application Ref: 11254/09/FP). For further advice regarding planning contact: Building Control, Environmental Services Directorate, Oldham Council, Civic Centre, PO Box 30, West Street, Oldham OL1 1UQ. Email: <a href="mailto:buildingcontrol@oldham.gov.uk">buildingcontrol@oldham.gov.uk</a> , Tel: 0161 770 4172	
Note	We are informed by the vendor that the twelve garages are generating £36 per month per garage when let all on an informal basis; however, we cannot verify this and have seen no formal lease agreements	
Possession	Vacant on completion	Viewing Open site

**Guide Price: £70,000 - £80,000**

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

0161 443 4740

today's start time is 2.00 pm

## Lot 58



### 5 Peterborough Street, Abbey Hey, Manchester M18 8TF

Terraced house in two self-contained flats

<b>Directions</b>	Off Butman Street, Abbey Hey Lane
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Two rooms, kitchen, bathroom
<i>First Floor:</i>	Two rooms, kitchen, bathroom
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	External viewing only - the property is boarded up

**Guide Price: circa £25,000**

## Lot 59



### 1 Butman Street, Abbey Hey, Manchester M18 8TG

Terraced house in two self contained flats

<b>Directions</b>	Off Abbey Hey Lane
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Two rooms, kitchen, bathroom
<i>First Floor:</i>	Two rooms, kitchen, bathroom
<i>Exterior:</i>	Yard to rear
<b>Possession</b>	Vacant on completion
<b>Viewing</b>	External viewing only - the property is boarded up

**Guide Price: circa £25,000**

you MUST read the notices to prospective buyers!

## 3 Woodland Road, Gorton, Manchester M18 7HS

Lot 60

Terraced house in two self-contained flats

**Directions** Off Woodland Avenue, Hyde Road A57

### Accommodation

**Ground Floor:** Communal Hall, lounge, kitchen diner, bathroom, bedroom

**First Floor:** Landing, lounge, bedroom, kitchen, bathroom

**Exterior:** Rear yard

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £50,000**



## 23 Howgill Street, Clayton, Manchester M11 4RS

Lot 61

Tenanted two bedroom terraced house  
Income £450 per calendar month

**Directions** Off Ashton New Road A662

**Tenancies** Twelve month AST from 14.8.10 at £450 per month

**Accommodation** NOT INSPECTED BUT REPORTED TO BE

**Ground Floor:** Vestibule, kitchen, through lounge

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Note** Gas central heating (British Gas maintained), alarm system, and double glazing

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

**Guide Price: circa £50,000**



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

0161 443 4740

today's start time is 2.00 pm

## Lot 62



### 118 Copster Hill Road, Oldham, Lancashire OL8 1QD

Two bedroom terraced house

**Directions** Off Hollins Road A6104

#### Accommodation

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

*First Floor:* Two bedrooms, bathroom

*Exterior:* Rear yard with brick built shed

**Note** Central heating

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £45,000**

## Lot 63



### 7 Dyson Street, Blackburn, Lancashire BB2 3RZ

Tenanted three bedroom terraced house  
Reported income £80 per week

**Directions** Off Infirmary Street, off  
Bolton Road A666

**Tenancies** Awaiting sight of tenancy

**Accommodation** NOT INSPECTED BUT  
REPORTED TO BE

*Ground Floor:* Two reception rooms,  
kitchen

*First Floor:* Three bedrooms, bathroom

*Exterior:* Rear yard

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

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

**Guide Price: £35,000+**

you MUST read the notices to prospective buyers!

Lot 64



## 78 Furnival Road, Gorton, Manchester M18 8DQ

Extended and refurbished two bedroom semi detached house

Directions	Off Taylor Street, Gorton Lane, Pottery Lane A6010
Accommodation	<i>Ground Floor:</i> Hall, lounge/dining room, refitted kitchen <i>First Floor:</i> Two bedrooms, bathroom/WC <i>Exterior:</i> Front and rear gardens, shared driveway, garage
Note	Double glazing and gas central heating
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £69,000+

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

0161 443 4740

today's start time is 2.00 pm

## Lot 65



### 41 Hexham Road, Gorton, Manchester M18 7RJ

Refurbished, three bedroom semi detached house

Directions	Off East Road, Mount Road B6178
Accommodation	<i>Ground Floor:</i> Through lounge, new fitted kitchen with appliances, cloaks/WC <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Front and rear gardens, off-road parking
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price circa £75,000

you MUST read the notices to prospective buyers!

Lot 66



## 5 Gawsworth Road, Sale, Cheshire M33 2UZ

Three bedroom town house

Directions	Off Alderley Road, Norris Road, Sale Road B5166
Accommodation	<i>Ground Floor:</i> Hallway, lounge, cloaks cupboard, kitchen/diner <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Front paved driveway, large lawned rear garden with patio and brick built store
Note	Double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £98,000

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

0161 443 4740

today's start time is 2.00 pm

## Lot 67



### 8 Brechin Walk, Openshaw, Manchester M11 2GA

Substantial six bedroom end terraced house

Directions	Off Greenside Street, Clayton Lane, Ashton New Road A662
Accommodation	<i>Ground Floor:</i> Two reception rooms, utility room, large dining kitchen, bathroom/WC <i>First Floor:</i> Six bedrooms, bathroom <i>Exterior:</i> Gardens, driveway
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price circa £100,000

you MUST read the notices to prospective buyers!

## 162 Melville Street, Burnley, Lancashire BB10 3EW

Two bedroom terraced house

Directions	Off Eastern Avenue, Queen Victoria Road A6114
<b>Accommodation</b>	
<i>Ground Floor:</i>	Hallway, 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>Possession</b>	Vacant on completion
<b>Viewing</b>	Auction Department 0161-443 4740

Lot 68



**Guide Price: £40,000+**

## 27 Sheldon Street, Clayton, Manchester M11 4EN

Tenanted two bedroom terraced house

Directions	Off Ravensbury Street, Bank Street, Ashton New Road A662
<b>Tenancies</b>	Awaiting sight of tenancy
<b>Accommodation</b>	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Hall, lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
<b>Viewing</b>	External viewing only - the tenant must not be disturbed

Lot 69



**Guide Price: £45,000+**

today's start time is 2.00 pm

## Lot 70



### 79 Cheltenham Road, Cheadle Heath, Stockport, Cheshire SK3 0SL

Three bedroom semi detached house

Directions	Off Bird Hall Lane, Edgeley Road B5465
Accommodation	NOT INSPECTED BUT REPORTED TO BE <i>Ground Floor:</i> Through lounge/dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Paved frontage, rear garden
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161 443 4740

Guide Price £95,000+

you MUST read the notices to prospective buyers!

**118 Higher Dean Street,  
Radcliffe, Manchester  
M26 3TE**

**Five bedroom terraced house**

**Directions** Off Canute Street, Bolton  
Road A665

**Accommodation**

*Ground Floor:* Hall, lounge with double doors to dining room, kitchen with built-in oven and hob  
*First Floor:* Two bedrooms, bathroom/WC  
*Second Floor:* Three bedrooms  
*Exterior:* Rear yard

**Note** Gas central heating and double glazing

**Possession** Vacant on completion

**Viewing** Auction Dept 0161-443 4740

**Guide Price: £60,000+**

**Lot 71**



**26 Goyt Road, Disley,  
Stockport, Cheshire SK12 2BT**  
Two bedroom ground floor flat

**Directions** Off Royal Road, Elizabeth Avenue, Buxton Old Road off A6 Market Street

**Accommodation**

*Ground Floor:* Large hallway, lounge, kitchen, two bedrooms, bathroom  
*Exterior:* Gardens front and rear

**Note** Central heating, double glazing

**Possession** Vacant on completion

**Viewing** Auction Department  
0161-443 4740

**Guide Price: circa £65,000**

**Lot 72**



today's start time is 2.00 pm

## Lot 73



### 136 Buckley Road, Gorton, Manchester M18 7GJ

Tenanted two bedroom end terraced house  
Income £450.00 per month

Directions	Off Mount Road B6178
Tenancies	Twelve month AST from 30.10.10 at £450.00 per mth
Accommodation	NOT INSPECTED BUT REPORTED TO BE
Ground Floor:	One reception room and kitchen diner
First Floor:	Two bedrooms, bathroom
Exterior:	Rear yard
Note	Gas central heating and double glazing
Viewing	External viewing only - the tenant must not be disturbed

**Guide Price: circa £45,000**

## Lot 74



### Flat 4, 121 Astley Street, Dukinfield, Cheshire SK16 4NG

Two bedroom second floor flat

Directions	On Astley Street (B6169) off King Street A627
Accommodation	
Second Floor:	Lounge, kitchen, two bedrooms, bathroom
Note	Storage heaters and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £30,000+**

you MUST read the notices to prospective buyers!

Lot 75



## 12 Silverstone Drive, Newton Heath, Manchester M40 1WF

Three bedroom semi detached house

Directions	Off Assheton Road, Culcheth Lane, Old Church Street, Oldham Road A62
Accommodation	<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
Note	Gas central heating and double glazing. This sale will complete six weeks after exchange of contracts
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £85,000+

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

0161 443 4740

today's start time is 2.00 pm

## Lot 76



## 11 Fairhaven Street, Ardwick, Manchester M12 5EE

Tenanted two bedroom terraced house  
Income £480.00pcm

Directions	Off Pollitt Close, Clowes Street, Hyde Road A57
Tenancies	Twelve month AST from 19.7.11 at £480.00 per month
Accommodation	NOT INSPECTED BUT REPORTED TO BE One reception room, kitchen Two bedrooms, bathroom Rear yard
Note	Gas central heating and double glazing
Viewing	External viewing only - the tenant must not be disturbed

**Guide Price: circa £45,000**

## Lot 77



## 407 King Street, Dukinfield, Cheshire SK16 4UA

Two bedroom terraced house

Directions	On main A627 within easy reach of Ashton town centre
Accommodation	NOT INSPECTED BUT REPORTED TO BE Lounge, kitchen Two bedrooms, bathroom Rear yard
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

**Guide Price: £55,000+**

Fast funding for property professionals

# Quick Decisions Quick Funding

Direct from an  
established lender

Substantial  
Funding Available

Deal Directly with  
the Decision Maker

Auction Finance  
Specialists

Rapid Completion  
Period



MEET US  
AT THIS  
AUCTION

 auction  
finance

Member of  
the  
afl



0844 873 4227



[www.auctionfinance.co.uk](http://www.auctionfinance.co.uk)

 auction  
finance

Fast funding for property professionals

**Scott Hendry**

National Development Manager

mobile: 07718 100 840

email: [scott.hendry@auctionfinance.co.uk](mailto:scott.hendry@auctionfinance.co.uk)

**Zac Zomo**

Business Development

mobile: 07780 700 080

email: [zac.zomo@auctionfinance.co.uk](mailto:zac.zomo@auctionfinance.co.uk)

Notes

## *Notes*

## *Notes*

# pre-registration

For Office Use Only

Paddle No:

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

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

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

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

**PLEASE NOTE - YOUR SOLICITOR'S DETAILS ARE COMPULSORY**

2. a) Your Solicitors .....
- b) Solicitors' address .....,  
..... Postcode .....
- c) The person acting .....
- d) The Solicitors' telephone number .....

3. If you are intending to bid on behalf of someone else please also indicate below:

- a) The intended Purchaser's full name .....
- b) The intended Purchaser's address .....,  
..... Postcode .....
- c) The intended Purchaser's telephone number .....

PLEASE FULLY COMPLETE SECTIONS 1 & 2 AND POST THE FORM BACK TO:  
EDWARD MELLOR AUCTIONS, 65-81 ST PETERSGATE, STOCKPORT SK1 1DS OR  
FAX IT TO 0161-480 8280 TO ARRIVE BEFORE THE AUCTION DATE. YOUR BIDDING PADDLE WILL BE READY FOR YOU TO COLLECT AT THE AUCTION!



# Back to life with BASIC...

The brain is literally your head office and damage can have a huge impact on every aspect of your life.

We are passionate about helping those affected by brain or spinal injury, offering rehabilitation, support for carers and families and by raising awareness of the devastating effects it can have.

To find out more about BASIC and how you can help us, please visit [basiccharity.org.uk](http://basiccharity.org.uk) or call us on 0161 707 6441.

**BASIC**  
Brain And Spinal Injury Centre

Unique Innovative Diverse  
Experts at rebuilding lives

# Proxy and Telephone Bidding

Authorisation  
Form

Method of bidding

Proxy

Telephone

(please tick one)

Name \_\_\_\_\_

Buyer's Name \_\_\_\_\_

(if different)

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Telephone Work \_\_\_\_\_

(Telephone bidders: please tick a box for preferred telephone number to use in the auction)

Home \_\_\_\_\_

Mobile \_\_\_\_\_

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:

E-Mail \_\_\_\_\_

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 12th September 2011 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.

## 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.**

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



LiveLink

**09067 591 427**

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

The Essential Information Group Tel: 0870 112 30 40 (Calls cost 7p per min for 09067 at all times)

## Mailing list registration

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

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

Name

Address

Postcode

Telephone Number

Email address

please return to:  
Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS

# 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 enquires 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

<p>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;</p>	<p>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</p>	<p><b>G8 IF THE CONTRACT IS BROUGHT TO AN END</b></p>
<p>(d) If title in in the course of registration, title is to consist of certified copies of:</p>	<p>G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.</p>	<p>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.</p>
<p>(i) the application for certification of title made to the land registry;</p>	<p><b>G6 COMPLETION</b></p>	<p><b>G9 LANDLORD'S LICENCE</b></p>
<p>(ii) the DOCUMENTS accompanying that application;</p>	<p>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.</p>	<p>G9.1 Where the LOT is or includes leasehold land and licence to assign is required, this CONDITION G9 applies:</p>
<p>(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and</p>	<p>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.</p>	<p>G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.</p>
<p>(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.</p>	<p>G6.3 Payment is to be made in pounds sterling and only by</p>	<p>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.</p>
<p>(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.</p>	<p>(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.</p>	<p>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.</p>
<p>G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the transfer shall so provide):</p>	<p>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.</p>	<p>G9.5 The BUYER must:  (a) promptly provide references and other relevant information; and  (b) comply with the landlord's lawful requirements.</p>
<p>(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</p>	<p>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.</p>	<p>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.</p>
<p>(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.</p>	<p>G6.6 Where applicable the CONTRACT remains in force following COMPLETION.</p>	<p><b>G10 INTEREST AND APPORTIONMENTS</b></p>
<p>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.</p>	<p><b>G7 NOTICE TO COMPLETE</b></p>	<p>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.</p>
<p>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.</p>	<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>G7.2 The person giving the notice must be READY TO COMPLETE.</p>	<p>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>
<p><b>G5 TRANSFER</b></p>	<p>G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:</p>	
<p>G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS</p>	<p>(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.</p>	
<p>(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</p>	<p>G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:</p>	
<p>(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.</p>	<p>(a) terminate the CONTRACT; and  (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.</p>	
<p>G5.2 If the SELLER remains liable in any respect in</p>		

<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>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><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 (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><b>Part 2 BUYER to pay for ARREARS</b></p>	<p><b>G13 RENT DEPOSITS</b></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>G11.4 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>G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then: (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT; and (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the</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: (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>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) 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><b>Part 3 BUYER not to pay for ARREARS</b></p>	<p>(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) 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>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:</p>	<p>(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) 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) so state; or (b) give no details of any ARREARS</p>	<p>(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) 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>G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:</p>	<p>(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) 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) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;</p>	<p>(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) 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>(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>(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) 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>(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>(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) 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>(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of</p>	<p>(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) 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>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>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>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>G16.4 The SELLER and BUYER agree:</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>(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>G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:</p>	<p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</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>(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>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>(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>G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:</p>
<p><b>G18 LANDLORD AND TENANT ACT 1987</b></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>(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>G18.1 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>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><b>G23 RENT REVIEWS</b></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>G21.2 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>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>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>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>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>G22.1 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>and the BUYER has no right to rescind the contract or any other remedy if information provided about</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>	

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
We Will Buy Your House	0161 443 4717
Investments	0161 443 4557

Other Services:

0800 195 8900

Life Insurance  
Income Protection  
Pension Advice  
Will Writing  
Probate Services  
Conveyancing

# EDWARD mellor auction

65-81 St Petersgate  
Stockport SK1 1DS

Telephone: 0161 443 4740  
Fax: 0161 480 8280

Catalogue Hotline: 09067 301010

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

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)  
website: [www.edwardmellor.co.uk](http://www.edwardmellor.co.uk)

