

Residential Auction
Tuesday 19th March 2013
Registration from 1.00pm
Auction start time 2.00pm

The Point, Lancashire County Cricket Club
Talbot Road, Old Trafford, Manchester M16 0PX

0161 443 4740

www.edwardmellor.co.uk/auction

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auCTION

65-81 St Petersgate, Stockport, Cheshire, SK1 1DS



from our last auction

South Bank Grove,
Congleton



Three bedroom
terraced property

Guide price: £28,000

Sold for £71,000

Lostock Avenue,
Urmston



Three bedroom
terraced property

Guide price: £70,000

Sold for £87,000

Derville Walk,
Harpurhey



Two bedroom end
mews property

Guide price: £35,000

Sold for £51,000

Roebuck Lane,
Sale



One bedroom
terraced property

Guide price £90,000

Sold for £106,500

Summerlee,
Bowdon



Four bedroom
penthouse apartment

Guide price: £200,000

Sold for £250,000

Oban Drive,
Blackburn



Two bedroom
terraced property

Guide price £35,000

Sold for £51,000

auction dates for 2013

Auction

Tuesday 19th March 2013

Wednesday 1st May 2013

Wednesday 12th June 2013

Tuesday 23rd July 2013

Wednesday 18th September

Closing Date

19th February 2013

2nd April 2013

14th May 2013

25th June 2013

20th August 2013

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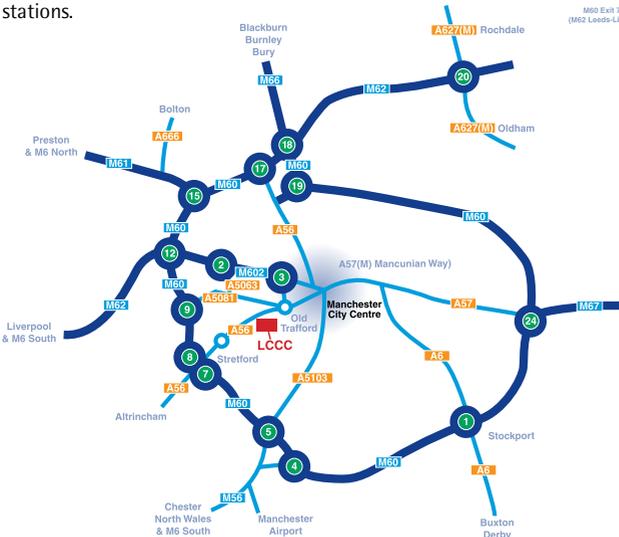
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

where is the auction room?

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

Metrolink Tram Services

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



Rail Services

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

Bus Services

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

notices to prospective buyers

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

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

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

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

Purchasers who require finance in order to buy should ensure that they have an unconditional offer from their lender before signing any contract.

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

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

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

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

6. Guide prices are provided as an opinion only and are not to be taken as 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 Telephone or Proxy. Forms may be found in the catalogue and these should be completed and returned with cheques to the Auctioneers before 5pm the day before the sale.

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

9. If there are any Addendum 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,

telephone number and your solicitor's details. 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.

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

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

IMPORTANT INFORMATION

In order to bid at our auction we will ask you to register with us on arrival.

If you are bidding as an individual, **two** forms of **original** identification will be required for each purchaser - one from each of the columns below:

PROOF OF IDENTITY

Valid Passport

National Identity Card

Valid Photo Card Driving License

PROOF OF RESIDENCE

Current Local Authority Tax Bill

A Utility Bill/Credit Card/
Mortgage Statement Issued
Within the Last Three Months
(No Internet Printouts)

If you are bidding on behalf of a Company we will need one of the following original forms of identification:

COMPANY IDENTIFICATION

Proof of Identity and Residence
for One of the Directors (as
detailed above)

Certificate of Incorporation for the
Company (if a Limited Company)

Official List of Directors

If you are bidding on behalf of another person/company we require original identity documents for both yourself, as the bidder, and the person/company who will be listed as the purchaser, together with a letter of authorisation from the purchaser for you to act and bid on their behalf.

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to find out what makes us different.

Order of sale for Tuesday 19th March

Sale starts at 2:00pm

31	PRESTWICH	27 Halliwell Road	Three bedroom end-quasi property
32	BURNLEY	8 Penistone Street	Two bedroom terraced property
33	CRUMPSALL	73 Moss Bank	Semi detached property in three flats
34	SALFORD	21 Milford Street	Four bedroom terraced property
35	BACUP	5 Stanley Mount	Two bedroom terraced property
36	FALLOWFIELD	2 Kingswood Road	Three bedroom end terraced property
37	SALFORD	11 Littleton Road	Three bedroom terrace property
38	ASHTON-UNDER-LYNE	8 Sycamore Crescent	Three bedroom semi detached property
39	GORTON	49 Knutsford Road	Twelve bedroom detached
40	STRETFORD	42 Trafford Grove	Two bedroom end terraced house
41	MOSTON	2 Stovell Road	Two bedroom end terraced property
42	NEW MOSTON	32 Carnoustie Close	Two bedroom mews property
43	BURNLEY	24 Brennand Street	Two bedroom terraced house
44	ABBAY HEY	17 Wentworth Avenue	Three bedroom semi-detached property
45	PRESTATYN	Helmsdale, Moel View Road	Two bedroom semi-detached bungalow
46	DENTON	8 Ruby Street	Two bedroom terraced property
47	BACUP	7 Birch Street	Three bedroom terraced property
48	MOSTON	16 Simister Street	Two bedroom terraced property
49	HAZEL GROVE	46 Chester Road	Two bedroom terraced property
50	FARNWORTH	62 Georgiana Street	Two bedroom terraced property
51	LITTLE HULTON	26 Belcroft Drive	Two bedroom terraced property
52	HIGH LANE	22 Buxton Road	Two bedroom terraced house
53	PRESTWICH	27 Orange Hill Road	Three bedroom terraced property
54	PRESTWICH	19 Holyrood Road	Three bedroom detached property
55	BLACKLEY	161 Victoria Avenue	Two bedroom terraced property
56	WITHINGTON	23-25 Copson Street	Three self-contained flats
57	ECCLES	61 Cromwell Road	Two bedroom end terraced property
58	LITTLEBOROUGH	3 Timbercliffe	Three bedroom duplex apartment
59	BLACKLEY	5 Hilbury Avenue	Two bedroom terraced property
60	WYTHENSHAW	36 Hockley Road	Two bedroom ground floor flat
61	ASHTON-UNDER-LYNE	28 Hindley Street	Two bedroom end terrace property
62	BLACKLEY	55 Domett Street	Two bedroom terraced house
63	HEATON CHAPEL	Flats 1-5, 6 School Lane	Detached Victorian property
64	NELSON	132 Smith Street	Two bedroom terraced property
65	LEVENSHULME	17 Cromwell Grove	Three bedroom end terrace property
66	CHADDERTON	66 Wakefield Drive	Four bedroom detached property
67	ASHTON-UNDER-LYNE	17 Egerton Street	Two bedroom terraced property
68	LEVENSHULME	26 Albert Road	Three storey terraced property
69	SALFORD	12 Sumner Road	Three bedroom semi detached property
70	BRINNINGTON	37 Bodmin Crescent	Three bedroom end terraced property
71	ASHTON-UNDER-LYNE	299 Whiteacre Road	Two bedroom terrace property
72	FLIXTON	2 Mersey View	Three bedroom semi detached property
73	MARPLE	55 Woodville Drive	Chalet style detached property

IMPORTANT **NOTICE**

It is a CRIMINAL OFFENCE to knowingly draw a cheque on an invalid bank account or where there will be insufficient funds to honour it. We reserve the right to give details of any unpaid cheque to the POLICE.

Proof of ID will be required on all successful purchases - photographic identification & proof of address.

“ A truly outstanding service are just a few of the words I can use to describe Edward Mellor. From the outset of a matter this company will guide you through the process and be incredibly helpful and communicative. I cannot recommend them enough and especially Louise who has just been a star... Thank you so much. ”

Ian Grant, Barrister
Sold 10 South Bank Grove, Congleton



Specialist in
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Contact – **Peter Robinson**

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



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Lot 31



27 Halliwell Road, Prestwich, Manchester M259SY

Three bedroom end-quasi property

Directions Off Chapel Road, off Kersal Road which runs between Hilton Lane (A6044) and Moor Lane

Accommodation Ground floor: Hall, lounge, dining kitchen
First floor: Three bedrooms, wet-room
Exterior: Gardens to the front, side and rear

Note Warm air heating and double glazing

EPC rating D

Possession Vacant

Viewing Auction Department 0161 443 4740

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Guide Price: £40,000+

email: auction@edwardmellor.co.uk

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Today's start time is 2:00pm

Lot 32

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8 Penistone Street, Burnley BB120PS

Two bedroom terraced property ON BEHALF OF LPA RECEIVERS

Directions Off Shale Street, off Bivel Street, off Tunnel Street, off Pendle Way

Accommodation Not inspected
Ground floor: Lounge, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

EPC Rating D

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £12,000+

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Lot 33



73 Moss Bank, Crumpsall, Manchester M85AP

Semi detached property in three flats.

Directions Opposite Crumpsall Park off Ash Tree Road which runs between Crumpsall Lane and Crescent Road

Accommodation Not inspected:
Ground floor: Flat 1 - Lounge, kitchen, two bedrooms, bathroom
First floor: Flat 2 - Lounge, kitchen, two bedrooms, bathroom
Second floor: Flat 3 - Lounge, kitchen, bedroom, bathroom
Exterior: Rear yard

EPC Rating Flat 1 - F. Flat 2 - F. Flat 3 - F

Possession Tenanted - the vendors solicitor confirms that there are no written tenancy agreements in force; the tenancies will have taken effect as ASTs when first granted. They have confirmed the income as follows: Flat 1 (two beds): £350 per month. Flat 2 (two beds): £320.00 per month. Flat 3 (one bed): £280.00 per month. The landlord pays the Council Tax and Water Rates.

Viewing External viewing only, the tenants must not be disturbed

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Guide Price: £65,000+

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Today's start time is 2:00pm

Lot 34

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21 Milford Street, Salford M65GQ

Four bedroom terraced property

Directions	Off Liverpool Street which is off Langworthy Road (A5186)
Accommodation	Ground floor: Entrance hall, two separate reception rooms - one currently being used as bedroom five, kitchen First floor: Three bedrooms, bathroom, separate wc Second floor: Bedroom four Exterior: Rear yard
Note	Gas central heating and double glazing. The property is compliant to HMO standards
EPC Rating	C
Possession	Tenanted - one year AST from 10.8.12 at £800 per month
Viewing	External viewing only, the tenants must not be disturbed

Guide Price: £60,000+

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Lot 35



5 Stanley Mount, Bacup OL139DA

Two bedroom terraced property ON BEHALF OF LPA RECEIVERS

Directions Opposite Bacup Cricket Club off Greensnook Lane close to the junction with Blackthorn Lane

Accommodation Not inspected:
Ground floor: Lounge, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

EPC Rating E

Possession Vacant

Viewing Auction Department 0161 443 4740

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Guide Price: £25,000+

email: auction@edwardmellor.co.uk

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Today's start time is 2:00pm

Lot 36



2 Kingswood Road, Fallowfield, Manchester M14 6SB

Three bedroom end terraced property

Directions	The property is located in the student district of Manchester on Kingswood Road which connects Ladybarn Lane with Kingsway (A34).
Accommodation	Ground Floor: Hall, lounge, living room, kitchen. First Floor: Three bedrooms, bathroom. Outside: Rear yard.
Note	Gas central heating.
EPC Rating	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £85,000+

Lot 37



11 Littleton Road, Salford M6 6ED

Three bedroom terrace property

Directions	Littleton Road is located off Cromwell Road A576, Broughton Road
Accommodation	Not inspected: Ground Floor: Two reception rooms, kitchen First Floor: Three bedrooms, bathroom, separate WC Exterior: Rear yard
Note	The property has central heating and double glazing
EPC Rating	D
Possession	Tenanted - £860 per month on three separate ASTs, please refer to the legal pack to see the agreements
Viewing	External viewing only - the tenants must not be disturbed

Guide Price: £65,000+

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8 Sycamore Crescent, Ashton-under-lyne OL68PS

Three bedroom semi detached property

Directions Off Ladbrooke Road, off Broadoak Road

Accommodation Not inspected:
Ground floor: Lounge, kitchen/diner
First floor: Three bedrooms, bathroom
Exterior: Gardens to the front and rear

Note Gas central heating

EPC Rating E

Possession Tenanted - six month AST from 10/10/09 at £475 per calendar month.

Viewing External viewing only, the tenants must not be disturbed

Today's start time is 2:00pm

Lot 39

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49 Knutsford Road, Gorton, Manchester M187NJ

Twelve bedroom detached: formerly two semi-detached properties

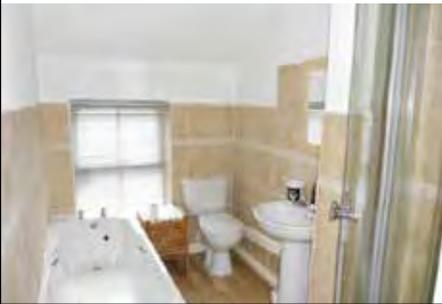
Directions	The property is located at the corner of Knutsford Road and Glencastle Road in the Sunny Brow Park area of Gorton opposite Sacred Heart RC Primary School
Accommodation	The property is divided into 12 bedsits over three floors with communal kitchen and and bathroom facilities with the addition of a one-bedroom self contained unit in the rear garden Externally: parking and gardens to all sides
Notes	The property was formerly two separate semi-detached units having been converted into one property
EPC rating	On order
Tenure	Freehold
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £140,000 – £160,000

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Lot 40



42 Trafford Grove, Stretford, Manchester M328LW

Two bedroom end terraced house

Directions Trafford Grove forms a residential side street which lies off Chester Road (A56) via Radnor Street and Stretford Metrolink is approx 1/3 mile away.

Accommodation Ground Floor: Vestibule, lounge, dining/ kitchen.
First Floor: Two bedrooms, bathroom with shower.
Outside: Garden to front and rear yard.

EPC Rating E

Possession Vacant

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Guide Price: £95,000+

Lot 41



2 Stovell Road, Moston, Manchester M409LL

Two bedroom end terraced property

Directions Directly off Moston Lane

Accommodation Not inspected:
Ground floor: Lounge, kitchen
First floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Gas central heating

EPC Rating D

Possession Tenanted - six month AST from 06/04/11 at £320 per month

Viewing External viewing only, the tenants must not be disturbed

Guide Price: £37,000+

Today's start time is 2:00pm

Lot 42



32 Carnoustie Close, New Moston, Manchester M403NF

Two bedroom mews property

Directions	Off The Links, off The Fairway, off Nuthurst Road
Accommodation	Ground floor: Entrance porch, lounge/dining room, kitchen, sun lounge First floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear.
Note	Gas central heating and double glazing. Located on the ever popular Fairways development. The vendor of this property is a director of Edward Mellor Ltd
EPC rating	D
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £65,000

Lot 43



24 Brennand Street, Burnley BB101SQ

Two bedroom terraced house

Directions	Runs between Briercliffe Road and Colne Road (A682)
Accommodation	Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard
EPC rating	G
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £13,000

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Lot 44



17 Wentworth Avenue, Abbey Hey, Manchester M188RD

Three bedroom semi-detached property

Directions Turn off Abbey Hey Lane near St Georges Church onto Redacre Lane and first left into Wentworth Avenue

Accommodation Ground Floor: Hallway, open plan living space with lounge area, dining room, fitted kitchen and conservatory
First Floor: Two double and one single bedrooms, well appointed bathroom.
Externally: Block paved driveway to front, lawn and patio garden to rear and side

Notes The property is double glazed and has gas central heating

EPC Rating On order

Possession Vacant

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Guide Price: £69,000

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Today's start time is 2:00pm

Lot 45

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Helmsdale, Moel View Road, Gronant, Prestatyn LL199SU

Two bedroom semi-detached bungalow

Directions Off Shore Road, off Mostyn Road (A548)

Accommodation Ground floor: Hall, lounge, kitchen, two bedrooms, bathroom
Exterior: Driveway. Gardens to the front and rear.

Note Gas central heating and partial double glazing. Pleasant cul-de-sac situation in quiet rural location.

EPC Rating D

Possession Vacant

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Guide Price: £75,000 – £80,000

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Lot 46



8 Ruby Street, Denton, Manchester M343GY

Two bedroom terraced property

Directions	Ruby Street is located off Manchester Road (A57) close to Seymour Street and Denton centre
Accommodation	Ground Floor: Hallway, living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Garden fronted, lawn garden to rear
Notes	The property requires refurbishment
EPC rating	G
Possession	Vacant
Viewings	Auction department 0161 443 4740

Guide Price: £50,000 – £60,000

Lot 47



7 Birch Street, Bacup OL138BQ

Three bedroom terraced property

Directions	The property lies in a residential side street on Birch Street which can be accessed from Burnley Road (A671) via Ash Street.
Accommodation	Ground Floor: Lounge, kitchen. First Floor: Two bedrooms, bathroom. Second Floor: Attic bedroom. Outside: Rear yard.
Note	The property has double glazing and central heating
EPC Rating	E
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £40,000+



Today's start time is 2:00pm

Lot 48



16 Simister Street, Moston, Manchester M94JL

Two bedroom terraced property.

Directions	Off Princesdome Street, off Ashley Lane, off Moston Lane
Accommodation	Not inspected: Ground floor: Hall, through lounge/diner, kitchen First floor: Two bedrooms, box-room/study, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Completion on this lot will take place on 8th April 2013
EPC Rating	On order
Possession	Tenanted - six month AST from 1/10/09 at £400 per month
Viewing	External viewing only, the tenants must not be disturbed

Guide Price: £40,000+

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Lot 49



46 Chester Road, Hazel Grove, Stockport SK75NU

Two bedroom terraced property

Directions	Directly off London Road (A6)
Accommodation	Ground floor: Living room, kitchen, inner hallway, shower-room First floor: Two bedrooms Exterior: Gardens to the front and rear
Note	Gas central heating and double glazing. The vendor of this property is a director of Edward Mellor Ltd
EPC Rating	D
Possession	Vacant
Viewing	Auction Department 0161 443 4740

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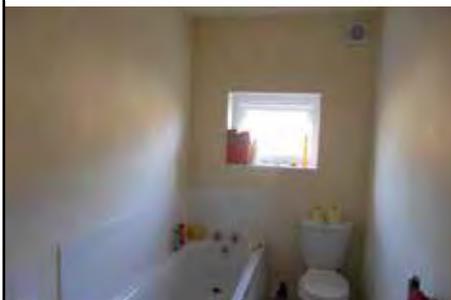
Guide Price: £72,000+

email: auction@edwardmellor.co.uk

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Today's start time is 2:00pm

Lot 50



62 Georgiana Street, Farnworth, Bolton BL47HQ

Two bedroom terraced property

Directions	The property lies in a residential side street which can be accessed from Egerton Street (A575) via Cawdor Street.
Accommodation	Ground Floor: Lounge, breakfast/ kitchen. First Floor: Two bedrooms, bathroom. Outside: Forecourt to front and rear yard.
Note	The property has double glazing and gas central heating.
EPC Rating	F
Possession	Tenanted - 6 month AST from 15th August 2012 at £450pcm.
Viewings	Auction Department 0161 443 4740

Guide Price: £59,000+

Lot 51



26 Belcroft Drive, Little Hulton, Manchester M389TA

Two bedroom terraced property

Directions	Off Captain Fold Rd, off Highfield Rd, off Manchester Rd West (A6)
Accommodation	Not inspected: Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Paved frontage, rear garden
Note	Gas central heating and partial double glazing
EPC Rating	D
Possession	Tenanted - six month AST from 08/02/13 at £425 per calendar month
Viewing	External viewing only, the tenants must not be disturbed

Guide Price: £35,000+

you MUST read the notices to prospective buyers!



22 Buxton Road, High Lane, Stockport SK68BH

Two bedroom terraced house

Directions From Edward Mellor Marple Office, proceed along Hollins Lane to the junction with Stockport Road, at the traffic lights turn right into Stockport Road, first left at the next set of traffic lights into Hibbert Lane, proceed along Hibbert Lane over the canal bridge into Upper Hibbert Lane which in turn runs into Windlehurst Road, proceed further, through the traffic lights at the end, turning left into Buxton Road and the property can be found a short distance on the right hand side opposite High Lane Park.

Accommodation Ground Floor: Entrance porch, living room, dining kitchen
First Floor: Bedroom, large bathroom with four-piece suite
Second Floor: Bedroom
Externally: garden fronted, garden to rear

EPC rating D

Possession Vacant

Viewing Auction department 0161 443 4740

Today's start time is 2:00pm

Lot 53

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27 Orange Hill Road, Prestwich, Manchester M251LR

Three bedroom terraced property

Directions	Directly off Bury Old Road (A665) close to Heaton Park
Accommodation	Ground floor: Entrance hall, lounge with access to the dining room, kitchen with built in oven and hob First floor: Three bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing
EPC rating	E
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £75,000+

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Lot 54



19 Holyrood Road, Prestwich, Manchester M251PD

Three bedroom detached property

Directions The property occupies a residential setting on Holyrood Road which can be accessed from Bury Old Road (A665).

Accommodation Ground Floor: Hall, lounge/ living room, kitchen.
First Floor: Three bedrooms, bathroom.
Outside: Parking to front and rear garden.

Note The property is in need of renovation.

EPC Rating On order

Possession Vacant

Viewings Auction Department 0161 443 4740

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Guide Price: £60,000+

email: auction@edwardmellor.co.uk

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Today's start time is 2:00pm

Lot 55



161 Victoria Avenue, Blackley, Manchester M90RB

Two bedroom terraced property

Directions	The property is located on Victoria Avenue (A6104) close to its junction with Bamber Street.
Accommodation (Not Inspected)	Ground Floor: Hall, living room, kitchen First Floor: Two bedrooms, bathroom Exterior: Gardens to the front and rear.
Note	Gas central heating
EPC Rating	On order
Possession	Tenanted - 6 month AST from 22nd September 2003 we are advised by the managing agent the current rent is £110pw.
Viewing	External viewing only, the tenant must not be disturbed.

Guide Price: £65,000+



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23-25 Copson Street, Withington, Manchester M203HE

Three self-contained flats in prime student location

Directions Copson Street is a busy retail location off Wilmslow Road in the heart of the student district of Withington

Accommodation The property is in three self contained flats comprising:
A duplex apartment with hallway, living room, dining kitchen, bathroom and one bedroom of first floor, three bedrooms on second floor
A self-contained apartment with hallway, living room, kitchen, three bedrooms, bathroom
A self-contained apartment with hallway, living room, kitchen, bedroom, bathroom

Note The lease agreements will be contained in the legal pack and the combined monthly income, which will be verified, is in the region of £1,605 per calendar month
Service Charge: We have been advised that the service charge for this property will be approx £55 PCM

EPC Rating Four bedroom duplex: Band D, Three bedroom flat: Band E, One bedroom flat: Band D

Possession Tenanted unless stated otherwise

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Today's start time is 2:00pm

Lot 57

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61 Cromwell Road, Eccles, Manchester M300GX

Two bedroom end terraced property

Directions Off Green Lane, off Liverpool Road (A57)

Accommodation Ground floor: Hall, two reception rooms, cellar, kitchen
First floor: Two bedrooms, bathroom
Second floor: Small room, further room with basin and WC
Exterior: Gardens to the front and side. Yard.

Note Gas central heating and double glazing

EPC Rating F

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £50,000+

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Lot 58



3 Timbercliffe, Littleborough OL159QL

Three bedroom duplex apartment

Directions The property occupies an elevated position in the community of Timbercliffe which can accessed from Todmorden Road (A6033).

Accommodation First Floor: Dining/ kitchen, lounge, hall, two bedrooms, bathroom
Second Floor: Bedroom
Outside: Garden

Note The property has central heating and double glazing

EPC Rating On order

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £80.000

Lot 59



5 Hilbury Avenue, Blackley, Manchester M98AS

Two bedroom terraced property

Directions The property is located in a residential side street and Hilbury Avenue can be accessed from Waterloo Street/ Slack Road via Somerfield Road.

Accommodation (Not inspected) Ground Floor: Hall, living room, kitchen
First Floor: Two bedrooms, bathroom
Exterior: Forecourt to the front and rear garden.

EPC Rating F

Possession Tenanted - Please refer to the legal pack for more information

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

Guide Price: £45,000+

Today's start time is 2:00pm

Lot 60



36 Hockley Road, Baguley, Wythenshawe, Manchester M231EG

Two bedroom ground floor flat

Directions	Off Roundthorn Road, off Bowland Road
Accommodation	Ground floor: Hall, lounge, modern re-fitted kitchen, utility, two double bedrooms, wet-room, covered verandah with steps to a private rear garden
Note	Gas central heating and double glazing. Located close to Wythenshawe Hospital, public transport links and the new tram line. Completion on this lot will take place six weeks after exchange
EPC Rating	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £45,000+

Lot 61



28 Hindley Street, Ashton-under-lyne OL70BX

Two bedroom end terrace property

Directions	Hindley Street is located directly off Manchester Road M635
Accommodation:	Ground Floor: Kitchen, reception room First Floor: Two bedrooms, bathroom Exterior: Small garden to the front, rear yard
Note:	The property has central heating and double glazing
EPC Rating:	E
Possession:	Vacant
Viewing:	Auction Department 0161 443 4740

Guide Price: £45,000

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Lot 62



55 Domett Street, Blackley, Manchester M98DA

Two bedroom terraced house

Directions Off Old Market Street, which is off Middleton Old Road, off Rochdale Road, (A664)

Accommodation Ground Floor: Hall, two separate reception rooms, kitchen
First Floor: Two bedrooms, bathroom
External: Rear yard

EPC Rating D

Possession Tenanted - six month AST from 29/05/09 at £450 per month and now holding over

Viewing External viewing only, the tenants must not be disturbed

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Guide Price: £53,000+

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Lot 63

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Flats 1-5, 6 School Lane, Heaton Chapel, Stockport SK45DG

Detached Victorian property in five self contained flats

Directions The property is located close to the traffic light junction of Manchester Road and School Lane

Accommodation Details: The property comprises 5 separate one-bedroom flats over three floors with two flats to the ground and first floors and one flat on the second floor. There is a basement which could be suitable for conversion subject to planning
Externally: The property stands on a generous plot with ample parking.

Note The property and land may suit redevelopment or conversion for other uses subject to permission

EPC Rating On order

Possession Vacant

Viewing Auction Department 0161 443 4740

Guide Price: £175,000 – £200,000

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Lot 64



132 Smith Street, Nelson BB9 9HL

Two bedroom terraced property

Directions	Smith Street is a residential side street which connects Hallam Road with Barkerhouse Road.
Accommodation	Ground Floor: Vestibule, lounge, kitchen First Floor: Two bedrooms, bathroom Exterior: Rear yard.
EPC Rating	D
Possession	Tenanted - Agreement awaited verbally advised £55pw
Viewing	External viewing only, the tenant must not be disturbed.

Guide Price: £20,000+

Lot 65



17 Cromwell Grove, Levenshulme, Manchester M193QD

Three bedroom end terrace property

Directions	Cromwell Road, off Stockport Road (A6) on corner with Cardus Street
Accommodation	We have been unable to inspect the property, however from our records it is suggested the property comprises: Ground Floor: Hallway, two separate reception rooms, dining kitchen. First Floor: Two bedrooms, bathroom Second Floor: Bedroom Externally: Small walled front garden, enclosed rear yard
Note	We are now advised that the property is to be sold with vacant possession and the tenant has moved out
EPC rating	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £70,000 – £80,000

Today's start time is 2:00pm

Lot 66

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66 Wakefield Drive, Chadderton, Oldham OL12PT

Four bedroom detached property

Directions Wakefield Drive is located off Wakefield Street, off Burnley Lane off Chadderton Way (A627) and is located at the end of the Drive

Accommodation Ground Floor: Hallway, downstairs WC/Cloakroom, study/playroom, open plan living room/dining room, family dining kitchen, utility room

First Floor: Four bedrooms, family bathroom, en-suite shower room to master bedroom

Externally: Driveway, front garden, attached garage and rear lawn garden with play area and raised terrace decking area off the main living room

Note The property has approximately 4 years left on the NHBC guarantee, is double glazed and centrally heated

Guide Price: £200,000 – £220,000

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Lot 66



EPC Rating C

Possession Vacant

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Guide Price: £200,000 – £220,000

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Today's start time is 2:00pm

Lot 67



17 Egerton Street, Ashton-under-lyne OL69NY

Two bedroom terraced property

Directions	Egerton Street is located off Whiteacre Road, Penny Meadow A670
Accommodation	Ground Floor: Kitchen, reception room First Floor: Two bedrooms, bathroom Exterior: Rear yard
Note	The property has double glazing and central heating
EPC Rating	D
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £40,000

Lot 68



26 Albert Road, Levenshulme, Manchester M192FP

Three storey terraced property

Directions	Albert Road off Stockport Road (A6)
Accommodation	Partially inspected due to building works Ground Floor: Hallway, three reception rooms, kitchen area, cellar First Floor: Not inspected Second Floor: Not inspected Externally: Garden to front, shared rear access, small yard area
Notes	The property needs full refurbishment and may be suitable for conversion to HMO or flats subject to the necessary consents: interested parties are therefore advised to consult with Manchester City Council Planning department to make their own enquiries
EPC	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £125,000 – £150,000

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Lot 69



12 Sumner Road, Salford M67QH

Three bedroom semi detached property

Directions	Off Penelope Road, Off Claremont Road (B5228)
Accommodation	Ground floor: Entrance hall, lounge, separate dining room, spacious dining kitchen First floor: Three good sized bedrooms, bathroom Exterior: Rear yard
Note	Gas central heating and double glazing. Pleasant location close to Salford Royal Hospital and Lightoaks Park
EPC rating	E
Possession	Vacant
Viewing	Auction Department 0161 443 4740

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Guide Price: £80,000+

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Today's start time is 2:00pm

Lot 70



37 Bodmin Crescent, Brinnington, Stockport SK58AT

Three bedroom end terraced property

Directions	Off Bude Ave, off Foliage Cres, off Truro Ave, off Brinnington Rd
Accommodation	Ground floor: Hall, lounge with patio doors, kitchen, wet room, WC First floor: Three bedrooms, bathroom, separate WC Exterior: Paved frontage, garden to the rear
Note	Pleasant cul-de-sac location with access to Brinnington Park
EPC rating	On order
Possession	Vacant
Viewing	Auction Department 0161 443 4740

Guide Price: £47,000+

Lot 71



299 Whiteacre Road, Ashton- under-lyne OL69QF

Two bedroom terrace property

Directions	Whiteacre Road is located directly off Queen's Road B6194
Accommodation:	Not inspected: Ground Floor: kitchen, reception room First Floor: Two bedrooms, bathroom External: Rear yard
Note:	The property has central heating and double glazing
EPC Rating:	On order
Possession:	Vacant
Viewing:	Auction Department 0161 443 4740

Guide Price: £40,000

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2 Mersey View, Off Carrington Rd, Flixton, Urmston M416GX

Three bedroom semi detached property

Directions Off Flixton Road at the junction with Carrington Road (B5158)

Accommodation Accommodation
Ground floor: Hall, two reception rooms, kitchen
First floor: Three bedrooms, bathroom
Exterior: Large garden to the front, smaller rear garden

Note The property is in need of full refurbishment but is situated in a pleasant location overlooking the River Mersey and open fields beyond

EPC Rating On order

Possession Vacant

Viewing Auction Department 0161 443 4740

Today's start time is 2:00pm

Lot 73

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55 Woodville Drive, Marple, Stockport SK6 7QX

Chalet style detached property

Directions	Woodville Drive is located off Hibbert Lane Close to The Ridge Danyers College
Accommodation	Ground Floor: Porch, hallway, living room/dining room, bathroom, reception room/bedroom to front First Floor: Not inspected due to rotten staircase assumed to be three bedroom rooms Externally: Driveway to front, attached/integral garage, rear garden which is severely overgrown
Note	The building is not deemed safe for general viewings as the upper floorboards are rotten and there is a high risk of injury or fatality by accessing. All viewers must sign a disclaimer
EPC rating	On order
Possession	Vacant
Viewing	Auction department 0161 443 4740

Guide Price: £90,000

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Terms and Conditions

for proxy, telephone and internet 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 day before the auction. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing. Please include two forms of ID (one with photo).

2. The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £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/internet 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/internet 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, telephone, internet bidder will be notified and the deposit will be returned as soon as reasonably possible. Banks processes may cause delays in refunds for some card payments.
9. Prospective purchasers are advised to telephone Edward Mellor Auctions (0161-443 4740) before 10.00 am on the day of the auction to ensure that there are no amendments to the particulars of sale or special conditions relating to the lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchaser's behalf, or refuse to accept bids by or on behalf of prospective purchasers, and the auctioneer will not be held responsible for any loss, costs or damages incurred as a result thereof.
10. When a prospective purchaser intends to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In such a case the auctioneer will not make any bids on behalf of the prospective purchaser.

Proxy, Telephone & Internet Bidding

Authorisation
Form

for more information on internet bidding see i-bidder.com

Method of bidding: Proxy Telephone Internet
(please tick one)

Name: _____

Buyers Name: _____

(if different)

Address: _____

Postcode _____

Telephone/
Internet:

Work: _____

Home: _____

Mobile: _____

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

If the telephone contact is broken or cannot be established the auctioneer is authorised to continue to bid at his discretion on behalf of the telephone bidder up to the maximum bid stated on this form. If you wish the auctioneer to continue in this way please tick this box.

*E-Mail: _____

Date of Auction: _____ Lot Number: _____

*Essential for internet bidding

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) and my two forms of ID (one with photo).

Both cheques should be made payable to Edward Mellor Ltd.

Solicitors

Name & Address: _____

Telephone No: _____ Person acting for you: _____

"I hereby instruct and authorise Edward Mellor's auctioneer to bid on my behalf for Lot No. _____ and to sign a Memorandum of Sale on my behalf, and understand that should my bid be successful the contract will be binding upon me. I have read the General and Special Conditions of Sale and the Terms and Conditions for Proxy and Telephone Bidding. I accept it is my responsibility to check for amendments to the catalogue details which may be read out by the auctioneer. I enclose a cheque or banker's draft to the value of 10% of my maximum bid and a further cheque for 0.5% of the maximum bid (min. £495.00) administration charge, both payable to Edward Mellor Ltd."

Signed: _____ Date: _____

COMMON AUCTION CONDITIONS

The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION. They override all other CONDITIONS and can only be varied if WE agree. Based on RICS Common Auction Conditions Edition 3 (2009).

Introduction

The common auction conditions have three main sections:

1. Glossary

This gives special meanings to some words used in the rest of the conditions.

2. Auction Conduct Conditions

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction, you do so on the basis that you accept them. They cannot be changed without the auctioneer's agreement.

3. Conditions of Sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots;
- Any extra general conditions in the catalogue or an addendum;
- Special conditions that apply only to the lot you are buying (and which may vary the general conditions).

These conditions are legally binding.

Important Notice:

A prudent buyer will, before bidding for a lot at auction:

- Take professional advice from a conveyancer, and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out the usual searches and make the usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and the purchase price;
- Check whether VAT registration and option is advisable.

The conditions assume that the buyer has acted as a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Glossary

In the CONDITIONS wherever it makes sense:

- Singular words can be read as plurals, and plurals as singular words;
- A 'person' includes a corporate body;
- Words of one gender include the other genders;
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- Where the following words appear in capitals they have specified meanings. These are listed below.

ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

AGREED COMPLETION DATE

Subject to condition G9.3:

- (a) the date specified in the SPECIAL CONDITIONS,
- or
- (b) If no date is specified, 20 BUSINESS DAYS after the CONTRACT date but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any Bank or Building Society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

ARREARS

Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS SCHEDULE

The arrears schedule (if any) forming part of the SPECIAL CONDITIONS

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra auction conduct conditions.

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) a Saturday or a Sunday or (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER all obligations can be enforced against them jointly or against each of them separately.

CATALOGUE

The catalogue to which the CONDITIONS refer, including any supplement to it.

COMPLETION

Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally

received in the SELLER's conveyancer's client account.

CONDITION

One of the AUCTION CONDUCT CONDITIONS or the SALES CONDITIONS

CONTRACT

The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT

CONTRACT DATE

The date of the AUCTION, or if the LOT is not sold at the AUCTION:

- (a) the date of the SALE MEMORANDUM signed by both the SELLER AND BUYER; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail, the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

Documents of title (including, if the title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (not including a rentcharge).

GENERAL CONDITIONS

That part of the SALE CONDITIONS so headed, including any extra general conditions.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgement debts, if applicable).

LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

OLD ARREARS

ARREARS due under any of the TENANCIES that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

PRICE

The price that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all financial charges secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed available from the AUCTIONEERS on request (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

Tenancies, leases, licences to occupy and agreements for lease, and any documents varying or supplemental to them.

TENANCY SCHEDULE

The tenancy schedule (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

Transfer includes a conveyance or assignment (and 'to transfer' includes 'to convey' or 'to assign').

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations Act 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The AUCTIONEERS.

YOU (AND YOUR)

Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

A1 INTRODUCTION

A1.1 Words in capitals have special meaning, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis

that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU and cannot be dis-applied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if WE agree.

A.2 OUR ROLE

A2.1 As agents for each SELLER we have authority to:
(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
(b) offer each LOT for sale;
(c) sell each LOT;
(d) receive and hold deposits;
(e) sign each SALE MEMORANDUM;
(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, withdraw LOTS from sale, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A3 BIDDING AND RESERVE PRICES

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve price the SELLER may bid (or ask US or another agent to bid on the SELLER'S behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. YOU accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the SELLER.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the SELLER might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always - as the SELLER may fix the final reserve price just before bidding commences.

A4 THE PARTICULARS AND OTHER

INFORMATION

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the auction and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information or a copy of a document provided by others WE do so only on the basis that WE are not responsible for the accuracy of that information or document.

A5 THE CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This condition A5 applies to YOU if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must, before leaving the AUCTION:
(a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;
(b) sign the completed SALE MEMORANDUM; and
(c) pay the deposit.

A5.4 If YOU do not WE may either
(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or
(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:
(a) is to be held as agent for the SELLER as stated in the SALE CONDITIONS;
(b) must be paid in pounds sterling by cheque or by bankers' draft drawn in OUR favour on an APPROVED FINANCIAL INSTITUTION. The Notices to Buyers at the front of the CATALOGUE states whether WE also accept debit or credit cards.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 If the BUYER does not comply with its obligations under the contract then:
(a) YOU are personally liable to buy the LOT even if you are acting as an agent; and
(b) YOU must indemnify the SELLER in respect

of any loss the SELLER incurs as a result of the BUYER's default.

A5.8 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary, the minimum deposit WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

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

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

G1 THE LOT

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

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

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

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

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them;
- (i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT

is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

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

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

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

G1.9 The BUYER buys with full knowledge of (a) the DOCUMENTS whether or not the BUYER has read them; (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

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

G2 DEPOSIT

G2.1 The amount of the deposit is the greater of: (a) the minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and (b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 THE DEPOSIT

(a) must be paid to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence; (b) is to be held as agents for the seller unless the special conditions provide otherwise. G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

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

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

G3 BETWEEN CONTRACT AND COMPLETION

G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and: (a) produce to the BUYER on request all relevant insurance details;

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

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

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

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

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

G4 TITLE AND IDENTITY

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

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

- (a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;
- (b) if the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold;
- (c) if the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT;
- (d) If title is in the course of registration, title is to consist of certified copies of:
- (i) the application for certification of title made to the land registry;
- (ii) the DOCUMENTS accompanying that

application;
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry, and to instruct the land registry to send the completed registration documents to the BUYER.
(e) the BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the transfer shall so provide):
(a) The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection: these are to be treated as within the actual knowledge of the BUYER; and
(b) The covenant set out in Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

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

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

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

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if condition G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER. and
(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

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

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the

BUYER, or by more than one TRANSFER.

G6 COMPLETION

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

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

G6.3 Payment is to be made in pounds sterling and only by
(a) direct transfer to the SELLER'S conveyancer's client account; and
(b) the release of any deposit held by a stakeholder or agent for the SELLER.

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

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

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

G7 NOTICE TO COMPLETE

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

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

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
(a) terminate the CONTRACT;
(b) claim the deposit and any interest on it if held by a stakeholder;
(c) forfeit the deposit and any interest on it;
(d) resell the LOT; and
(e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
(a) terminate the CONTRACT; and
(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:
(a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to

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

G9 LANDLORD'S LICENCE

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

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

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

G9.4 The SELLER must:
(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
(b) enter into any authorised guarantee agreement properly required.

G9.5 The BUYER must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.

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

G10 INTEREST AND APPORTIONMENTS

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

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

G10.3 Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:
(a) the BUYER is liable to pay interest; and
(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable

by the BUYER.

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

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

G11 ARREARS

Part 1 Current Rent

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

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

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

Part 2 BUYER to pay for ARREARS

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

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

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

Part 3 BUYER not to pay for ARREARS

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

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

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

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

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

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

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

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

G12 MANAGEMENT

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

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

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

- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would [but for the indemnity in paragraph (c)] expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
- (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
- (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 RENT DEPOSITS

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

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

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

in which the BUYER covenants with the SELLER to:

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

G14 VAT

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

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

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state: (a) The SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER: (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and

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

G15.3 The BUYER confirms that:

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

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

- (a) of the BUYER'S VAT registration;
- (b) that the BUYER has made a VAT OPTION; and
- (c) that the VAT OPTION has been notified in writing to HM Revenue & Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, GENERAL CONDITION G14.1 applies at COMPLETION.

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

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

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

- (a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT; and
- (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 CAPITAL ALLOWANCES

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

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

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

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
- (b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & Customs for the purposes of their respective capital allowance computations.

G17 MAINTENANCE AGREEMENTS

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

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

G18 LANDLORD AND TENANT ACT 1987

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

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

G19 SALE BY PRACTITIONER

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

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

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

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (d) with no title guarantee; and the BUYER has no right to rescind the contract or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20 TUPE

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

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

- (a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.
- (d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

G21 ENVIRONMENTAL

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

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

G21.3 The BUYER agrees to indemnify the

SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 SERVICE CHARGE

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

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

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

- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not yet been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

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

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

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

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

- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 RENT REVIEWS

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

determined.

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

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

G23.4 The SELLER must promptly:
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

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

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

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

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

G24 TENANCY RENEWAL

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

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

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

G24.4 Following COMPLETION the BUYER must:
(a) with the co-operation of the SELLER take

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

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

G25 WARRANTIES

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

G25.2 Where a warranty is assignable the SELLER must:
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty;
(b) apply for, (and the SELLER and the BUYER must use all reasonable endeavours to obtain), any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
(a) hold the warranty on trust for the BUYER; and
(b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 NO ASSIGNMENT

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

G27 REGISTRATION AT THE LAND REGISTRY

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as possible:
(a) procure that it becomes registered at Land Registry as proprietor of the LOT;
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
(a) apply for registration of the transfer;
(b) provide the SELLER with an official copy and

title plan for the BUYER'S new title; and
(c) join in any representations the seller may properly make to Land Registry relating to the application.

G28 NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

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

G29 EXTRA TERMS FOR REMOTE BIDDERS

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

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

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

END OF RESIDENTIAL LISTINGS

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:

Life Insurance	0800 195 8900
Income Protection	
Pension Advice	
Will Writing	
Probate Services	
Conveyancing	

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