

**AUCTION
HOUSE**

MANCHESTER

Tuesday
11th December 2018
2.00pm

The Etihad Stadium
93.20 Central
Manchester City Football Club
Sport City
Manchester M11 3FF



AUCTION VENUE



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Visitors directions on the day

Everyone attending the auction should enter via gate 7 on Ashton New Road (A662) and park in the adjacent Car Park. The 93.20 Central is accessible via the South Stand Reception (Near M2) and overlooks Ashton New Road.

Legal documents & online viewing services

The following services are being offered in conjunction with **essential** information group



Legal documents for the lots are now or will be available online. Click the link within the property details online to view and download the legal documentation available.



Visit www.eigpropertyauctions.co.uk and select '**Search Auctions**'. Choose the option '**Live Stream**'. You will see the details of the lot being offered and can watch the bidding as it happens. **It is not possible to bid using this service.**

MESSAGE FROM THE AUCTIONEERS



Ian Hill BSc (EstMan)
FRICS
Director



Amanda Lamont
MNAVA
Manager/Valuer



Victoria Hindle
Registration



Yvette Taylor
Administrator



Sarah Lynn
Administrator

Don't Just Take Our Word For It, Compare Us To The Rest...

Welcome to our final auction of the year. In 2018 our results have been impressive with 80% and 79% sold in our last two auctions, alone, during September and October. Hopefully, today, will continue the trend.

With both the private treaty and auction markets being more challenging, during 2018, we feel that our results have more than justified our vendor's faith in us and we are happy to be judged against our competitors. As we say don't just take our word for it!

This year has seen more and more private sellers using Auction House Manchester to achieve great prices and a speedy sale, rather than get stuck in slow moving chains and suffer cancelled transactions. We are also selling more Commercial stock too and finding that mixed use properties are in demand again.

During the year we have seen a large increase in buyers considering the benefit of funding purchases through finance. Today we have Together Finance with us and, whilst you are waiting for the Auction to start, it's worth having a word with them to appreciate how easily, quickly and cost effectively finance can be arranged. There's even time to be approved, for finance, today!

Today we are offering something for everyone, from land with a nil reserve, to vacant and tenanted houses and development/refurbishment opportunities with plenty to choose from for those looking for that winter project to keep them busy over the next few months. Alternatively if you've always dreamed of owning your own sea front Hotel Lot 25 could be the one for you!

Entries are already coming in for our first Auction of 2019 on 5th February so, if you have a property/land/investment to sell, don't miss out on our NO SALE NO FEE offer including FREE ENTRY please speak to me or Amanda. We can have your property available on our website, before Christmas, to maximise the marketing time and the price you are likely to receive.

With Best Wishes for Christmas and the New Year from the Auction House Manchester team to all our sellers and buyers and good luck with your bidding!

Ian Hill
Director

INTRODUCING AGENTS



NEXT AUCTION DATES

5th February 2019 • 25th March 2019 • 20th May 2019 • 9th July 2019

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque, an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 (£750.00 + VAT) or the fixed figure as stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction. Some lots may carry additional charges, please check the catalogue description and legal pack.



Attending the Auction It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/amendment sheet which will also be available as any purchase will be subject to these.



Bidding Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to our administration area and then the cashier desk for payment of the deposit.



Bidding by Proxy or Telephone If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A Non-Attending Bid or Telephone Bid form and conditions are included in auction catalogues or can be downloaded from the Bidding Form links on our website.



Buyers Premium Purchasers of some lots will be required to pay a Buyers Premium to the auctioneer in addition to the deposit – see individual property details.



Deposit When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £5,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card or building society cheque. Cash or credit card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



Disbursements Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's Legal Pack.



Disclaimer Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.



Energy Performance Certificates (EPCs) Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at auctionhouse.co.uk.



General Data Protection Regulations (GDPR) This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our website www.auctionhouse.co.uk/manchester.



***Guide Prices** Guide prices quoted online and in the catalogue are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.



Insurance On some properties the seller will continue to insure through to completion. Others will need to be insured by the purchaser, and auctioneers advice to all purchasers is that they should consider insuring from the date of exchange.



Plans, Maps and Photographs The plans, floorplans, maps, photograph's and video tours published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. In such instances all buyer charges will be payable including the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



Post Auction Sales If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules. Offers should take into account the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale as all of these are still payable irrespective of the circumstances.



Proof of Identification In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence. Please bring your passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need a letter of authority on company letterhead. We will carry out Electronic AML checks on successful buyers and remote bidders. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.



Reserve Price Each property will be offered subject to a reserve price which we expect will be set within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the Vendor and the Auctioneer just prior to the auction. It is a figure below which the Auctioneer cannot sell the property during the auction. After the auction offers will be sought and considered on Unsold Lots at prices below the reserves.



Solicitors Details The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.



The Catalogue Details of the property and land to be sold are set out in our catalogue and on our website auctionhouse.co.uk All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



The Contract The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date may also be announced immediately prior to the commencement of bidding of each lot.



The Legal Aspect Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction or post auction, it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.



Viewing Due to the nature and condition of auction properties we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by Auction House and we cannot be held liable for loss or injury caused while viewing or accessing any Lot.

Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted. Viewers will also have to bring their own lighting/ladders if wanting to inspect cupboards, cellars and roof spaces.

Please refer to the common auction conditions included on our website or at the back of our catalogue

ORDER OF SALE

Tuesday 11th December 2018 2.00pm

The Etihad Stadium, 93.20 Central, Manchester City Football Club, Sport City, Manchester M11 3FF

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	5 Crimea Street, Bacup, Lancashire	£15,000 - £20,000	Residential for Improvement
2	3 The Acorn House, Bramble Court, Millbrook, Stalybridge, Lancashire	£45,000+	Residential
3	4 Tymm Street, Moston, Manchester	£80,000 - £100,000	Residential
4	105a Newchurch Road, Bacup, Lancashire	£45,000 - £55,000	Residential
5	Apt. 5 The Maypole, 9 Broughton Road, Salford, Manchester	£50,000 - £60,000	Residential Investments
6	17 Pegasus Court, Bury Road, Rochdale, Lancashire	£20,000 - £30,000	Residential
7	26 Kingsway Close, Coppice, Oldham, Lancashire	£60,000 - £70,000	Residential
8	29 Surrey Road, Blackley, Manchester	£37,000+	Residential
9	23 Warwick Road, Alkrington, Middleton, Manchester	£175,000+	Residential
10	Land Adjacent to 21 Wimpole Street, Oldham, Lancashire	£15,000 - £20,000	Land
11	Plot 50, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda	NIL RESERVE	Land
12	Plot 51, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda	NIL RESERVE	Land
13	Plot 52, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda	NIL RESERVE	Land
14	Plot 53, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda	NIL RESERVE	Land
15	Plot 54, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda	NIL RESERVE	Land
16	56 Pegasus Court, Bury Road, Rochdale, Lancashire	SOLD PRIOR	Residential
17	Head O'th Moor Barn, Thornley Road, Chaigley, Lancashire	£275,000+	Residential
18	29a Surrey Road, Blackley, Manchester	£37,000+	Residential
19	Land Adjacent to 170 Colne Road, Brierfield, Nelson, Lancashire	£100,000 - £120,000	Land
20	Apt. 12 The Maypole, 9 Broughton Road, Salford, Manchester	£50,000 - £60,000	Residential
21	208-212 Newchurch Road, Stacksteads, Bacup, Lancashire	£55,000 - £65,000	Commercial
22	232 Kensington Street, Rochdale, Lancashire	£55,000 - £65,000	Residential
23	Plots 44, 45 & 47 , Land to the West of the River Tonge, Rear of Halton Street, Bolton	NIL RESERVE	Land
24	Plots 83, 84 & 86, Land to the West of the River Tonge, Rear of Halton Street, Bolton	NIL RESERVE	Land
25	Ocean Waves Hotel, 565 - 567 New South Promenade, Blackpool, Lancashire	£230,000+	Commercial
26	31 Surrey Road, Blackley, Manchester	£37,000+	Residential
27	Flat 1, 121 Astley Street, Dukinfield, Cheshire	£35,000 - £45,000	Residential
28	6 Kerr Street, Blackley, Manchester	£160,000+	Residential
29	2 Beech Crescent, Accrington, Lancashire	£70,000 - £80,000	Residential
30	74 Stamford Road, Mossley, Ashton-under-Lyne, Lancashire	£80,000 - £90,000	Residential
31	26 Turf Lane, Chadderton, Oldham, Lancashire	£50,000 - £60,000	Residential Investments
32	25 Marple Road, Chisworth, Glossop, Derbyshire	£125,000+	Residential
33	82 Napier Street East, Werneth, Oldham, Lancashire	£38,000+	Residential for Improvement
34	11 Beech Avenue, Greenacres, Oldham, Lancashire	£40,000 - £50,000	Residential for Improvement
35	233 Hollins Road, Oldham, Lancashire	£55,000 - £65,000	Residential
36	78 Wash Lane, Bury, Lancashire	£25,000 - £35,000	Residential for Improvement
37	9 Haworth Avenue, Ramsbottom, Bury, Lancashire	£100,000 - £120,000	Residential

***Description on Auction Information page**



Tenure: See legal pack
Local Authority: Rossendale Council
Energy Performance Rating (EPC): Current Rating TBC

Residential for improvement

1

5 Crimea Street, Bacup, Lancashire OL13 9JF

***GUIDE PRICE**

£15,000 - £20,000 (plus fees)

A One Bedroomed Back to Back Terraced Property plus Attic Room

The property is ideally located close to local amenities, bus routes and schools. Internally comprising Cellar, Lounge, Kitchen, Bedroom, Bathroom and Attic Room. The property requires complete renovation/refurbishment throughout. There may be some contents remaining in the property upon completion.

Description

Ground Floor: Entrance Vestibule, Lounge, Kitchen

First Floor: Landing, Bedroom One, Bathroom

Second Floor: Attic Room

Cellar

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority:
Energy Performance Rating (EPC): Current Rating D

Residential

2

3 The Acorn House, Bramble Court, Millbrook, Stalybridge, Lancashire SK15 3BH

***GUIDE PRICE**

£45,000 + (plus fees)

A Two Bedroomed Ground Floor Apartment

This is a fantastic opportunity for the Buy to Let Investor or First Time Buyer being well located and having good access to local shops, schools and transport links. Briefly comprising Entrance Hall, Lounge, Kitchen, Two Bedrooms and a Bathroom. The property benefits from PVCu double glazing and storage heaters. We understand that there is a culvert which, potentially, affects the block that requires repair, the cost of which would be shared by the occupiers. There may be some contents remaining in the property upon completion.

Please note there is a further buyers premium of £1,140 inc VAT.

Description

Ground Floor: Communal Entrance, Entrance Hall, Lounge, Kitchen, Bedroom One, Bedroom Two, Bathroom

Outside: There is a parking space and communal gardens.

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,140 inc VAT.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Manchester City Council
Energy Performance Rating (EPC): Current Rating C

3

Residential

4 Tymm Street, Moston, Manchester M40 0LD

*GUIDE PRICE

£80,000 - £100,000 (plus fees)

A Two Double Bedroomed Mid Town House

Built in 2004 this spacious two double bedroomed Mid Town House is located within this popular estate and will appeal to both First Time Buyers or Buy to Let Investors. Being larger than most similar nearby properties, having the benefit of the Conservatory, makes this perfect as a family home. Briefly comprises, Hall with WC off, Lounge, Kitchen/Diner, Conservatory, Two Bedrooms and Bathroom. Benefits from Gas Central Heating and Double Glazing. There is a good sized garden to the rear and off road parking for two cars. Well placed for local amenities and transport links, including the Metrolink. Completion will be 6 weeks from the contract date. There may be some contents remaining in the property upon completion.

Description

Ground Floor: Entrance Hall, WC, Lounge, Kitchen/Diner, Conservatory

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom

Outside: There is a good sized garden to the rear and off road parking

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page



Tenure: See Legal Pack
Local Authority: Lancashire County Council
Energy Performance Rating (EPC): Current Rating D

4

Residential

105a Newchurch Road, Bacup, Lancashire OL13 0DH

*GUIDE PRICE

£45,000 - £55,000 (plus fees)

A Deceptively Spacious Four Bedroomed Mid Terraced Property

Ideal for first time buyers or buy to let investors alike. Whilst requiring some upgrading this property would suit a builder and would make a great buy to let investment. Briefly comprises of lounge, kitchen, three double bedrooms, occasional bedroom/study and bathroom with the benefit of PVCu double glazing, gas central heating and a yard to the rear. There may be some items remaining inside and outside the property upon completion.

Description

Ground Floor: Lounge, Kitchen

First Floor: Landing, Bedroom One, Occasional Bedroom Two/Study, Bathroom

Second Floor: Landing, Bedroom Three, Bedroom Four

Outside: There is a yard to the rear

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

auctionhouse.co.uk

*Description on Auction Information Page



Tenure: See Legal Pack
Local Authority: Salford City Council
Energy Performance Rating (EPC): Current Rating C



Residential Investments

Apt. 5 The Maypole, 9 Broughton Road, Salford, Manchester M6 6LS

***GUIDE PRICE**

£50,000 - £60,000 (plus fees)

A Tenanted Two Bedroomed Ground Floor Apartment Producing £5,940pa (£495pcm)

Calling all landlords and investors!! The apartment is within walking distance of Salford University, shopping amenities can be found locally and great transport links to Manchester City Centre. Whilst not inspected we have been advised that the property briefly comprises hall, open plan lounge/kitchen, two bedrooms and a bathroom. We have not yet had sight of any documentation but we have been advised that the property is occupied under an Assured Shorthold Tenancy producing £5,940pa (£495pcm).

Description

Whilst not inspected we believe the property to comprise:

Ground Floor: Communal Entrance, Hallway, Open Plan Lounge/ Kitchen, Bedroom One, Bedroom Two, Bathroom

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See Legal Pack
Local Authority: Rochdale Metropolitan Borough Council
Energy Performance Rating (EPC): Current Rating D



Residential

17 Pegasus Court, Bury Road, Rochdale, Lancashire OL11 4EA

***GUIDE PRICE**

£20,000 - £30,000 (plus fees)

A One Bedroomed First Floor Apartment

The Apartment is situated within the luxurious and prestigious Pegasus Court Development and is situated on the first floor of this two storey section. Located only one mile from Rochdale Town Centre but still being in a popular and attractive residential area. The exclusivity is ensured by restricting purchasers to the over 50s and precluding sub letting making this property ideal for retirement living. Occupiers benefit from the sharing of communal areas such as a lounge, dining room, conservatory, guest room and laundry room. The property briefly comprises entrance hall, lounge, kitchen, bedroom and a bathroom.

Description

Ground Floor: Communal Entrance

First Floor: Entrance Hall, Lounge, Kitchen, Bedroom, Bathroom

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



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together.



Tenure: See legal pack
Local Authority: Oldham Council
Energy Performance Rating (EPC): Current Rating D



Residential

26 Kingsway Close, Coppice, Oldham, Lancashire OL8 1BE

***GUIDE PRICE**

£60,000 - £70,000 (plus fees)

A Spacious Two Bedroomed Bungalow

Situated in a quiet cul-de-sac location just off Chamber Road but with good access to shops, local amenities and transport links this property is available for the over 55's. Briefly comprises, Vestibule, Lounge, Inner Hall, Two Bedrooms and Wet Room. Benefits from Gas Central Heating, Double Glazing and from being recently re-carpeted. There is a small garden to the front and, due to its corner location, a lovely lawned garden to the rear.

Description

Ground Floor: Entrance Vestibule, Lounge, Kitchen, Bedroom One, Bedroom Two, Wet Room

Outside: Due to its corner location there is a lovely lawned garden to the rear.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Manchester City Council
Energy Performance Rating (EPC): Current Rating D



Residential

29 Surrey Road, Blackley, Manchester M9 8AU

***GUIDE PRICE**

£37,000 + (plus fees)

A One Bedroomed Ground Floor Apartment

An excellent investment opportunity ideally suited to landlords and investors. Comprising Entrance Hall, Lounge, Kitchen, One Bedroom, Bathroom and a separate WC with the benefit of Double Glazing. Close to North Manchester General Hospital and approximately 4 miles to Manchester city centre. There may be some contents remaining in the property upon completion.

Please note there is a further buyers premium of £1,020 inc VAT.

Description

Ground Floor: Entrance Hall, Lounge, Kitchen, Bedroom, Bathroom, WC

Outside: There is communal parking to the front.

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,020 inc VAT.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Rochdale Council
Energy Performance Rating (EPC): Current Rating F



Residential

23 Warwick Road, Alkrington, Middleton, Manchester M24 1HU

***GUIDE PRICE**
£175,000 + (plus fees)

A Semi Detached Extended Four Bedroomed Dormer Bungalow

Found in a well regarded position in the ever popular district of Alkrington is this versatile Four Bedroomed semi detached dormer bungalow. Extended to the rear this versatile home would suit a variety of purchasers, especially, with the majority of the accommodation being at ground level. Briefly comprises, Porch, Hall, Lounge, Dining Room, Kitchen, Four Bedrooms one being en-suite and Bathroom. Benefits from Gas Central Heating and Double Glazing. There are good sized gardens to the front and rear and, to the side, is a single garage plus ample off road parking. Having previously been on the open market at £235,000 surely this now must represent the best value for money bungalow available in the area. There may be some contents remaining in the property upon completion.

Description

Ground Floor: Porch, Entrance Hall, Lounge, Dining Room, Inner Hall, Kitchen, Rear Hall, Bedroom One, Bedroom Two, Bedroom Three, Bathroom

First Floor: Bedroom Four with En-suite Shower Room

Outside: There are good sized Gardens to the front and rear and, to the side, is a Single Garage and additional off road parking.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Oldham Council
Energy Performance Rating (EPC): N/A



Land

Land Adjacent to 21 Wimpole Street, Oldham, Lancashire OL1 3JN

***GUIDE PRICE**
£15,000 - £20,000 (plus fees)

Description

The land, more particularly shown edged red on the attached plan comprises approximately 218sq yds/183sq m of sloping land. Originally this formed a garage site but the garages were subsequently demolished and planning consent for the erection of a pair of semi detached houses was obtained, application number PA/337829/15, the plans for which can be inspected on the Oldham Metropolitan Borough Council Planning Website. However, the proposal included land which no longer forms part of the sale so the planning permission is no longer valid. Interested parties should make their own enquiries with the Local Authority Planning Department to establish that their proposed use of the site is acceptable prior to bidding.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)

11

Land

Plot 50, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda CF39 9DJ

***GUIDE PRICE**

NIL RESERVE (plus fees)

Plot 50 Being a Freehold Parcel of Land off Rhiwgarn Estate

The land is situated to the south of the Rhiwgarn Housing Estate and located approximately 1.5 miles from Porth town Centre. The plots will be offered as separate lots. Buyers are to rely on their own enquiries as to any potential change of use. See individual legal packs for further information and details of rights of way.

Please note the Administration Charge of £900 including VAT, per Lot, will apply to all Lots purchased.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack

Local Authority: Rhondda Cynon Taf County Borough Council

Energy Performance Rating (EPC): Current Rating N/A

auctionhouse.co.uk

[*Description on Auction Information Page](#)

12

Land

Plot 51, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda CF39 9DJ

***GUIDE PRICE**

NIL RESERVE (plus fees)

Plot 51 Being a Freehold Parcel of Land off Rhiwgarn Estate

The land is situated to the south of the Rhiwgarn Housing Estate and located approximately 1.5 miles from Porth town Centre. The plots will be offered as separate lots. Buyers are to rely on their own enquiries as to any potential change of use. See individual legal packs for further information and details of rights of way.

Please note the Administration Charge of £900 including VAT, per Lot, will apply to all Lots purchased.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack

Local Authority: Rhondda Cynon Taf County Borough Council

Energy Performance Rating (EPC): Current Rating N/A

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Rhondda Cynon Taf County Borough Council
Energy Performance Rating (EPC): Current Rating N/A

Land

13

Plot 52, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda CF39 9DJ

***GUIDE PRICE**
NIL RESERVE (plus fees)

Plot 52 Being a Freehold Parcel of Land off Rhiwgarn Estate
 The land is situated to the south of the Rhiwgarn Housing Estate and located approximately 1.5 miles from Porth town Centre. The plots will be offered as separate lots. Buyers are to rely on their own enquiries as to any potential change of use. See individual legal packs for further information and details of rights of way.
Please note the Administration Charge of £900 including VAT, per Lot, will apply to all Lots purchased.

Additional Fees
Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack
Local Authority: Rhondda Cynon Taf County Borough Council
Energy Performance Rating (EPC): Current Rating N/A

Land

14

Plot 53, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda CF39 9DJ

***GUIDE PRICE**
NIL RESERVE (plus fees)

Plot 53 Being a Freehold Parcel of Land off Rhiwgarn Estate
 The land is situated to the south of the Rhiwgarn Housing Estate and located approximately 1.5 miles from Porth town Centre. The plots will be offered as separate lots. Buyers are to rely on their own enquiries as to any potential change of use. See individual legal packs for further information and details of rights of way.
Please note the Administration Charge of £900 including VAT, per Lot, will apply to all Lots purchased.

Additional Fees
Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



15

Land

Plot 54, Land to the south of Pen-Y-Dre off Rhiwgarn Estate, Trebanog, Porth, Rhondda CF39 9DJ

***GUIDE PRICE**

NIL RESERVE (plus fees)

Plot 54 Being a Freehold Parcel of Land off Rhiwgarn Estate

The land is situated to the south of the Rhiwgarn Housing Estate and located approximately 1.5 miles from Porth town Centre. The plots will be offered as separate lots. Buyers are to rely on their own enquiries as to any potential change of use. See individual legal packs for further information and details of rights of way.

Please note the Administration Charge of £900 including VAT, per Lot, will apply to all Lots purchased.

Tenure: See legal pack

Local Authority: Rhondda Cynon Taf County Borough Council

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page



16

Residential

56 Pegasus Court, Bury Road, Rochdale, Lancashire OL11 4EA

***GUIDE PRICE**

£30,000 + (plus fees)

A One Bedroom First Floor Apartment

The Apartment is situated within the luxurious and prestigious Pegasus Court Development being only one mile from Rochdale Town Centre but still being in a popular and attractive residential area. The exclusivity is ensured by restricting purchasers to the over 50s and precluding sub letting making this property ideal for retirement living. Occupiers benefit from the sharing of communal areas such as a lounge, dining room, conservatory, guest room and laundry room. The property briefly comprises entrance hall, lounge, kitchen, bedroom and a bathroom.

Description

Ground Floor: Communal Entrance

First Floor: Entrance Hall, Lounge, Kitchen, Bedroom, Bathroom

Outside: There is a balcony

Tenure: See legal pack

Local Authority: Rochdale Council

Energy Performance Rating (EPC): Current Rating C

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page

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Residential

Head O'th Moor Barn, Thornley Road, Chaigley, Lancashire BB7 3LY

*GUIDE PRICE

£275,000 + (plus fees)

A Four Bedroomed Semi Detached Barn Conversion

With stunning views, to the rear, over countryside and farmland this superb Barn conversion will appeal to those looking for a family home in this delightful rural location. The accommodation offers great flexibility and briefly comprises, Hall, Lounge, Dining Room, Kitchen/Diner, Four Bedrooms, Bathroom & Shower Room. There is an integral garage, additional parking and gardens to the rear. The property is in the catchment area of Clitheroe Grammar, perfect for access to the market towns of Clitheroe, Longridge and the village of Whalley or for commuting to Preston, Manchester, East Lancashire and Yorkshire.

Description

Ground Floor: Hall, Lounge, Dining Room, Kitchen/Diner, Bedroom Four, Bathroom

First Floor: Landing, Master Bedroom, Bedroom Two, Bedroom Three, Shower Room

Outside: There is a shared driveway to the front which leads to a private driveway which opens onto stone chipped areas and provides access to the integral garage. There is a stone flagged patio area and lawned gardens abutting open countryside and farmland.

Tenure: See Legal Pack

Local Authority: Lancashire County Council

Energy Performance Rating (EPC): Current Rating G

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page



Residential

29a Surrey Road, Blackley, Manchester M9 8AU

*GUIDE PRICE

£37,000 + (plus fees)

A One Bedroomed Ground Floor Apartment

An excellent investment opportunity ideally suited to landlords and investors. Comprising Lounge, Kitchen, One Bedroom and a Bathroom with the benefit of Double Glazing. Close to North Manchester General Hospital and approximately 4 miles to Manchester city centre. There may be some contents remaining in the property upon completion.

Please note there is a further buyers premium of £1,020 inc VAT.

Description

Ground Floor: Lounge, Kitchen, Bedroom, Bathroom

Outside: There is communal parking to the front.

Tenure: See legal pack

Local Authority: Manchester City Council

Energy Performance Rating (EPC): Current Rating C

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,020 inc VAT.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page

19

Land

Land Adjacent to 170 Colne Road, Brierfield, Nelson, Lancashire BB9 5RQ

*GUIDE PRICE

£100,000 - £120,000 (plus fees)

An Exciting Development Opportunity with Full Planning Consent for the Erection of Two Blocks of 4 (8 in total) Large 3 Storey Houses

This is an opportunity to acquire a Development site in a very popular location. Full Planning Permission, Application Reference 13/03/0870P, was granted on 18th March 2004 for the erection of two blocks of 3 split level houses. Full Planning Permission, Application Reference 13/15/0549P was also granted on 3rd February 2016 for a further two houses (one situated within each block). Please see Pendle Borough Council website, www.publicaccess.pendle.gov.uk/online-applications/ for further details and relating documentation. The land has not been fully inspected by Auction House. Interested parties should make their own enquiries.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack

Local Authority: Pendle Borough Council

Energy Performance Rating (EPC): N/A

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*Description on Auction Information Page

20

Residential

Apt. 12 The Maypole, 9 Broughton Road, Salford, Manchester M6 6LS

*GUIDE PRICE

£50,000 - £60,000 (plus fees)

A Two Bedroomed Fourth Floor Apartment

The apartment is within walking distance of Salford University, shopping amenities can be found locally and great transport links to Manchester City Centre. The property briefly comprises hall, open plan lounge/kitchen, two bedrooms and a bathroom. Perfect for the buy to let landlord or first time buyer!

Description

Ground Floor: Communal Entrance

Fourth Floor: Hallway, Open Plan Lounge/Kitchen, Bedroom One, Bedroom Two, Bathroom



Tenure: See Legal Pack

Local Authority: Salford City Council

Energy Performance Rating (EPC): Current Rating C

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page

21

Commercial

208-212 Newchurch Road, Stacksteads, Bacup, Lancashire OL13 0TS

***GUIDE PRICE**

£55,000 - £65,000 (plus fees)

A Two Storey Triple Fronted Retail/Office Building

Occupying a prominent position within a parade of shops fronting onto Newchurch Road (A681) this property offers extensive accommodation suitable for any number of uses. Briefly comprises, Lower Ground Floor, Ground Floor Retail & Storage, First Floor Offices with the benefit of majority double glazing and gas central heating. The property offers great potential for both the owner occupier or alternatively would lend itself to sub division into a number of separate lettable units subject to obtaining any necessary planning consents. There may be some items remaining inside and outside the property upon completion.

Description

Lower Ground Floor: Store Area, Store Room

Ground Floor: Sales Frontage One, Sales Frontage Two, Rear Hall, Storage, Office

First Floor: Office One with ladies/gents wc's, Office Two, Office Three, Kitchen

Outside: To the rear is an enclosed yard and garden area.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack

Local Authority: Rossendale Council

Energy Performance Rating (EPC): Current Rating D

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[*Description on Auction Information Page](#)

22

Residential

232 Kensington Street, Rochdale, Lancashire OL11 1QS

***GUIDE PRICE**

£55,000 - £65,000 (plus fees)

A Three Bedroomed End Terraced Property

Situated in Deeplish and located within easy reach of Rochdale town centre plus numerous amenities and transport links including schools, bus stops and Metrolink stops. The property comprises lounge, kitchen, three bedrooms and a bathroom with the benefit of PVCu double glazing and gas central heating. Please note that Network Rail has accepted a legal obligation to annually record/treat the knotweed on their adjacent property. See legal pack for further confirmation.

Description

Ground Floor: Lounge, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom

Outside: There is off road parking to the front and a yard to the rear of the property.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack

Local Authority: Rochdale Council

Energy Performance Rating (EPC): Current Rating E

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[*Description on Auction Information Page](#)



23

Land

Plots 44, 45 & 47 , Land to the West of the River Tonge, Rear of Halton Street, Bolton BL2 1JT

***GUIDE PRICE**
NIL RESERVE (plus fees)

Plots 44, 45 & 47 Being a Freehold Parcel of a larger 1.1 Acre Site Overlooking the River Tonge

The land is situated between residential housing and the River Tonge being further up the same embankment as the Fred Dibnah Heritage Centre Museum and close to Bolton Town Centre. The land is overgrown and trees are protected by a Tree Preservation Order. The three parcels will be offered as one lot. Buyers are to rely on their own enquiries as to any potential change of use. See individual legal packs for further information.

Please note whilst this lot will be offered with a NIL reserve the administration charge of £900 including VAT will be payable.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Tenure: See legal pack
Local Authority: Bolton Council
Energy Performance Rating (EPC): Current Rating N/A



24

Land

Plots 83, 84 & 86, Land to the West of the River Tonge, Rear of Halton Street, Bolton BL2 1JT

***GUIDE PRICE**
NIL RESERVE (plus fees)

Plots 83, 84 & 86 Being a Freehold Parcel of a larger 1.1 Acre Site Overlooking the River Tonge

The land is situated between residential housing and the River Tonge being further up the same embankment as the Fred Dibnah Heritage Centre Museum and close to Bolton Town Centre. The land is overgrown and trees are protected by a Tree Preservation Order. The three parcels will be offered as one lot. Buyers are to rely on their own enquiries as to any potential change of use. See individual legal packs for further information.

Please note whilst this lot will be offered with a NIL reserve the administration charge of £900 including VAT will be payable.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Tenure: See legal pack
Local Authority: Bolton Council
Energy Performance Rating (EPC): Current Rating N/A

25

Commercial

Ocean Waves Hotel, 565 - 567 New South Promenade, Blackpool, Lancashire FY4 1NF

*GUIDE PRICE

£230,000 + (plus fees)

A 30 Bedroomed Sea Front Hotel

Occupying a superb location, immediately south of the Pleasure Beach and enjoying sea views, the property now requires upgrading and refurbishing but is very attractively Guided to reflect this. Currently there are 30 en-suite Bedrooms plus Bar, Dining Room/Sun Lounge with approximately 60 covers and owners accommodation. There is car parking to the front and side. Given it's location, size and potential, once refurbished, this is an incredible opportunity for both developers and potential owner occupier hoteliers alike.

Description

Not inspected by Auction House Manchester but we are advised it comprises the following:

Ground Floor: Porch, Reception, Dining Room, Laundry Room, Kitchen Ladies & Gents WC's, Store Room, Owners Two Bedroomed Accommodation

First Floor: Two Double Bedrooms, Eleven Family Bedrooms

Second Floor: Nine Double Bedrooms, One Twin Bedroom, Six Family Bedrooms, One Single Bedroom

Outside: There is car parking to the front and side.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack

Local Authority: Blackpool Council

Energy Performance Rating (EPC): Current Rating D

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*Description on Auction Information Page

26

Residential

31 Surrey Road, Blackley, Manchester M9 8AU

*GUIDE PRICE

£37,000 + (plus fees)

A One Bedroomed Ground Floor Apartment

An excellent investment opportunity ideally suited to landlords and investors. Comprising Entrance Hall, Lounge, Kitchen, One Bedroom, a Bathroom and a separate WC with the benefit of Double Glazing. Close to North Manchester General Hospital and approximately 4 miles to Manchester city centre. There may be some contents remaining in the property upon completion.

Please note there is a further buyers premium of £1,020 inc VAT.

Description

Ground Floor: Entrance Hall, Lounge, Kitchen, Bedroom, Bathroom, WC

Outside: There is communal parking to the front.



Tenure: See legal pack

Local Authority: Manchester City Council

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,020 inc VAT.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page



Tenure: See legal pack
Local Authority: Tameside Council
Energy Performance Rating (EPC): Current Rating E

27

Residential

Flat 1, 121 Astley Street, Dukinfield, Cheshire SK16 4NG

***GUIDE PRICE**

£35,000 - £45,000 (plus fees)

A One Bedroomed Ground Floor Flat

Being refurbished/modernised throughout, this flat is ready to move into and is close to central Dukinfield and Ashton Town Centres, therefore perfect for buy to let landlords/investors alike. Comprises hall, lounge, kitchen, bedroom and a bathroom with the benefit of PVCu double glazing and electric heating throughout.

Description

Ground Floor: Entrance Hall, Lounge, Kitchen, Bedroom, Bathroom

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Manchester City Council
Energy Performance Rating (EPC): Current Rating D

28

Residential

6 Kerr Street, Blackley, Manchester M9 6PJ

***GUIDE PRICE**

£160,000 + (plus fees)

A Detached Three Bedroomed True Bungalow

In the same family ownership since it was built in 1957 this is a rare opportunity to acquire a large detached true bungalow in this very popular location. The bungalow has been extended and remodeled over the years and now provides extremely spacious accommodation. Briefly comprises, Hall, Lounge/Diner opening to Kitchen, Sitting Room, Conservatory with Utility area, Three Bedrooms (Master en-suite) and Bathroom. Benefits from Gas Central Heating and Double Glazing. The property sits within a large plot with mature gardens, off road parking and a garage. The property would benefit from some improvement making this an ideal winter project for someone looking to create a stunning home.

Description

Ground Floor: Hall, Lounge/Diner, Sitting Room, Kitchen, Conservatory, Bedroom One with en-suite Shower Room, Bedroom Two, Bedroom Three, Bathroom.

Outside: The bungalow sits in a large plot with an attractive, mainly paved garden to the front with block paved off-road parking to either side and a small detached garage. To the rear can be found a generous mature garden with paved and lawned areas.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Hyndburn Borough Council
Energy Performance Rating (EPC): Current Rating E

29

Residential

2 Beech Crescent, Accrington, Lancashire BB5 5EQ

*GUIDE PRICE

£70,000 - £80,000 (plus fees)

A One Bedroomed True Bungalow

The compact and easily managed accommodation is perfect for those looking to downsize to single level accommodation. Great location in Altham West on the outskirts of Accrington and within easy reach of local amenities. Briefly comprises, Porch, Lounge, Kitchen, Bedroom, Rear Hall and Bathroom. Benefits from Gas Central Heating and Double Glazing. There are gardens to the front and rear. The bungalow offers great scope, for some cosmetic improvement, to put a personal stamp on the property.

Description

Ground Floor: Porch, Lounge, Kitchen, Bedroom, Rear Hall, Bathroom

Outside: There is a garden to the front and, to the rear, is a flagged patio area plus a garden.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page



Tenure: See legal pack
Local Authority: Tameside Council
Energy Performance Rating (EPC): Current Rating TBC

30

Residential

74 Stamford Road, Mossley, Ashton-under-Lyne, Lancashire OL5 0LJ

*GUIDE PRICE

£80,000 - £90,000 (plus fees)

A Two Bedroomed Mid Terraced Cottage with Garden

This is a fantastic opportunity for the Buy to Let Investor or First Time Buyer being well located and having good access to local shops, schools and transport links. Briefly comprises, Vestibule, Lounge, Kitchen, Two Bedrooms, Bathroom and, more unusually for the area, a good sized garden to the rear. Benefits from Gas Central Heating and Double Glazing. Having been refurbished throughout this ready to move in property is not to be missed in this very popular area.

Description

Ground Floor: Entrance Vestibule Lounge, Kitchen/Diner

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom

Outside: To the rear of the property is an easily maintained, paved, garden with raised flower beds.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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*Description on Auction Information Page

MEET THE TEAM



Ian Hill

★ ★ ★ ★ ★ 5 Star Review

"Ian was very friendly and professional, and worked really hard. We sold the house under difficult circumstances but always felt very looked after, and we knew that he had our best interests at heart."



Amanda Lamont ★ ★ ★ ★ ★ 5 Star Review

"I was guided and advised beautifully by Amanda throughout the whole process. In fact I wouldn't even call it a process. It was the easiest sale I have ever encountered and to top it all off, I received more than I had anticipated."



Sarah Lynn ★ ★ ★ ★ ★ 5 Star Review

"An absolute pleasure to deal with at the beginning, throughout and at the completion of the transaction and being fully informed at all times. After suffering poor service from Estate Agents in the past this has come as a pleasant surprise. Hope to do more business on an ongoing basis."



Yvette Taylor ★ ★ ★ ★ ★ 5 Star Review

"Yvette has given me an excellent service, she went through the various stages of the auction process, rang me at every stage of the auction explaining what would be happening next. A very experienced person with excellent customer service skills. A pleasure to deal with."



Residential Investments

31

26 Turf Lane, Chadderton, Oldham, Lancashire OL9 8HN

***GUIDE PRICE**

£50,000 - £60,000 (plus fees)

A Two bedroomed Mid Terraced House Producing an Income of £4,920pa/£410pcm

Situated in this always popular area of Chadderton this property is a perfect addition to any investment portfolio. All amenities and transport links, including the Metrolink, are in easy reach. Currently tenanted under an AST at a rental of £4,920pa/£410pcm. Briefly comprises, Vestibule, Lounge, Kitchen/Diner, Two Bedrooms and Bathroom. Benefits from Gas Central Heating. There will be on access for viewing, the tenant must not be disturbed.

Description

Ground Floor: Entrance Vestibule, Lounge, Kitchen/Diner

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom

Outside: There is a forecourt garden and, to the rear, is an enclosed yard.

Tenure: See legal pack

Local Authority: Oldham Council

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Residential

32

25 Marple Road, Chisworth, Glossop, Derbyshire SK13 5DH

***GUIDE PRICE**

£125,000 + (plus fees)

A Three Bedroomed Mid Terraced Character Cottage

Situated in the highly desirable village of Chisworth this charming mid terraced cottage has undergone a comprehensive refurbishment program. Briefly comprising of, to the ground floor, lounge/diner, kitchen, to the first floor three bedrooms and modern family bathroom with the benefit of gas central heating and PVCu double glazing. Viewing is essential to appreciate the internal accommodation!!!

Description

Ground Floor: Entrance Hall, Lounge/Diner, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom

Outside: There is a forecourt to the front and a garden to the rear of the property.

Tenure: See Legal Pack

Local Authority: Derbyshire County Council

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Oldham Council
Energy Performance Rating (EPC): Current Rating E

Residential for improvement

33

82 Napier Street East, Werneth, Oldham, Lancashire OL8 1TR

***GUIDE PRICE**

£38,000 + (plus fees)

A Three Bedroomed Mid Terraced Property

A deceptively spacious terraced property within the popular area of Werneth. Well placed, within easy reach of Oldham Town Centre and other local amenities. Briefly comprising entrance hall, lounge, dining room, kitchen, two bedrooms, occasional bedroom and a bathroom. Requiring repair, some of which is structural, this property is more suited to the professional builder/developer. There may be some contents remaining in the property upon completion.

Please note there is a further Buyers Premium of £1,140 including VAT payable on this lot.

Description

Ground Floor: Entrance Hall, Lounge, Dining Room, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom

Second Floor: Occasional Bedroom

Outside: There is a forecourt to the front and a yard to the rear of the property.

Additional Fees

Buyer's Premium: Please note there is a further Buyers Premium of £1,140 including VAT payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Oldham Council
Energy Performance Rating (EPC): Current Rating TBC

Residential for improvement

34

11 Beech Avenue, Greenacres, Oldham, Lancashire OL4 2EG

***GUIDE PRICE**

£40,000 - £50,000 (plus fees)

A Two Bedroomed Mid Terraced House

Situated in this popular residential area and with easy access to Oldham Town Centre with it's good transport links, including the Metrolink, the property is perfect for the local builder/buy to let investor looking for a refurbishment project. The property briefly comprises, Hall, Lounge, Dining Area, Kitchen, Two Bedrooms, Bathroom and unusually for the area a front garden and a good sized rear garden. There may be some contents remaining in the property upon completion.

Description

Ground Floor: Hall, Lounge, Dining Area, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom

Outside: There is a garden to the front and a good sized garden to the rear.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Oldham Council
Energy Performance Rating (EPC): Current Rating C

35

Residential

233 Hollins Road, Oldham, Lancashire OL8 3AA

*GUIDE PRICE

£55,000 - £65,000 (plus fees)

A Two Bedroomed Mid Terraced House

Situated in this popular location and backing onto Copster Park the property has been refurbished in the last few years and is perfect for the Buy to Let investor. Briefly comprises, Lounge, Kitchen, Two Bedrooms and Bathroom. To the rear is an enclosed yard. Only 1 mile from Junction 22 of the M60 Motorway, Metrolink Station and Oldham Town Centre. Having been previously let at £500pcm/£6,000pa this property will make a great addition to an investors portfolio. There may be some contents remaining in the property upon completion.

Description

Ground Floor: Lounge, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom

Outside: To the rear is an enclosed yard.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Tenure: See legal pack
Local Authority: Bury Council
Energy Performance Rating (EPC): Current Rating TBC

36

Residential for improvement

78 Wash Lane, Bury, Lancashire BL9 7DJ

*GUIDE PRICE

£25,000 - £35,000 (plus fees)

A Three Bedroomed Mid Terraced House

Located close to Bury Town Centre this property requires refurbishment and repair throughout some of which is structural making it perfect for the professional builder. Once completed, the extensive accommodation on offer, will suit both Tenants and First Time Buyers. Briefly comprises, Vestibule, Lounge, Dining Room, Kitchen, Three Bedrooms and Bathroom. There may be some contents remaining in the property upon completion. On 18th May 2018 a Dangerous Building Notice was served on the vendor. Subsequently Phase 1, to provide temporary support, was undertaken. See legal pack for copies of Notices and contact details for Building Control.

Description

Ground Floor: Vestibule, Lounge, Dining Room, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two with borrowed light from bedroom one, Bathroom

Outside: To the rear is an enclosed yard.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

auctionhouse.co.uk

[*Description on Auction Information Page](#)

Residential

**9 Haworth Avenue, Ramsbottom,
Bury, Lancashire BL0 9UX**

*GUIDE PRICE

£100,000 - £120,000 (plus fees)

A Two Bedroomed True Bungalow

Located in the extremely popular area of Holcombe Brook and close to their excellent amenities, motor way links and schools. This property is perfect for someone looking to downsize yet still wanting to put their personal stamp on the property. Briefly comprises, Hall, Lounge, Kitchen, Two Bedrooms and Bathroom. Benefits from Double Glazing. There are gardens to the front and rear and, to the side, is a single garage. The property would now benefit from refurbishment throughout together with some repair to include replacing the boiler which is understood to be defective. This is a perfect winter project to create an attractive property in an area where there is always a strong demand. There may be some contents remaining in the property on completion.

Description

Ground Floor: Entrance Hall, Lounge, Kitchen, Bedroom One, Bedroom Two, Bathroom

Outside: There are Gardens to the front and rear and, to the side, is a Single Garage together with additional off-road parking.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT

Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



Tenure: See legal pack

Local Authority: Bury Council

Energy Performance Rating (EPC): Current Rating TBC

auctionhouse.co.uk

*Description on Auction Information Page

LEGAL PACKS



We remind all prospective buyers that prior to auction day, the legal documents can be viewed at our offices, or online for free, thus making the process of purchasing at auction much easier and open to everyone.

We also offer a service for non attending bids by way of telephone or proxy if you cannot make the auction day. Non Attending Bid Forms are included to the rear of this Catalogue.

**AUCTION
HOUSE**

auctionhouse.co.uk



SECURE RENT 1·2·3

EXCLUSIVELY FROM RYDER & DUTTON

1 FULL RENT PAID ON TIME EVERY MONTH

2 LEGAL PROTECTION FOR BREACH OF TENANCY

3 UP TO 2 MONTHS RENT AFTER EVICTION

LANDLORDS— CONSIDER THIS

Never worry about rent arrears again. With our fully managed or rent collection services, if your tenant falls into arrears, Ryder & Dutton will pay the rent due and also pay it every month until the tenant pays the arrears or is evicted.*

The legal costs of eviction are covered and after eviction we will also pay 75% of the rent for up to two months until another tenant is found.

*If your tenant falls into arrears, the first month this happens Ryder & Dutton will pay the rent 10 working days after it is due and will then pay subsequent months within the normal contracted timescale until the tenant is evicted. **N.B.** This scheme DOES NOT pay rent for vacant properties.

SECURE RENT 1·2·3—PROVIDING ASSURANCE AND REMOVING RISK FOR LANDLORDS

FULL MANAGEMENT

1 We will manage the property on your behalf, undertake inspections, prepare inventory, arrange repairs and maintenance and remove all the stress from the process.

RENT COLLECTION

2 If you prefer to manage the property yourself after the tenant moves in, we can provide a 'rent collection' scheme which will still include the protection against unpaid rent and covers legal costs.

DO IT YOURSELF

3 You run the risk of unpaid rent, cost of court proceedings for eviction and loss of rent whilst the property is relet following damage by tenants. Is this an option?

NB: we can offer a let only service but this does not include protection against unpaid rent and legal costs



THE CHOICE IS **YOURS**

**RYDER &
DUTTON**

CHARTERED SURVEYORS
VALUERS • ESTATE AGENTS

**CONTACT US FOR FULL DETAILS—IT MIGHT
COST LESS THAN YOU THINK!**

Contact Business Development Manager Nikki Widdowson
NWiddowson@ryder-dutton.co.uk or call 0161 626 6800

www.ryder-dutton.co.uk

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Proxy

☐

Telephone

☐

Full Name (s):

Name of Company (if applicable):

Home or Company (address): Postcode:

Tel: Mobile:

Email:

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No.: Property Address:

My maximum bid (proxy bids only) will be: £

(amount in words):

DEPOSIT (tick as applicable)

☐

I attach a cheque for 10% of my proxy bid or £5000, whichever is the greater, plus 0.6% inc VAT/£900 (£750 +VAT) minimum (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

OR

☐

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include 0.6% inc VAT/ £900 (£750 + VAT) minimum (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

My cheque of £ payable to AUCTION HOUSE MANCHESTER (amount if applicable)

I hereby authorise Auction House to undertake Proof of Identification checks using the information provided.

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed: Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property,
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House Manchester, Edge View House, Salmon Fields Business Village, Royton OL2 6HT to arrive before 4pm one working day prior to the auction date. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% inc VAT/£900 (£750 + VAT) minimum and any additional buyers premium payable as per any description in the catalogue or legal pack should be added to the deposit cheque or a separate cheque should be made payable to Auction House Manchester.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser 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 of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and *conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT plus Buyers Premium if applicable. Auction Administration Charge may be higher, as detailed in the catalogue lot description.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

GLOSSARY

The glossary gives special meanings to certain words used in both sets of conditions..

AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

SALE CONDITIONS

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

IMPORTANT NOTICE

A prudent buyer will, before bidding for a lot at an 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 usual searches and make 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 purchase price;
- check whether VAT registration and election is advisable;

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

GLOSSARY

This glossary applies to the auction conduct conditions and the sale 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 are printed in bold type they have the specified meanings.

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; (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 their 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 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 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 judgment 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 (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 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 bold type have special meanings, 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 disappled 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.

A2 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; and
- (f) enter 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, 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 stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

- (a) you are personally liable to buy the lot even if you are acting as an agent; and
- (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any special condition to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

GENERAL CONDITIONS OF SALE

Words in bold type have special meanings, which are defined in the Glossary

G1. THE LOT

G1.1 The lot (including any rights to be granted or 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; and

(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; and

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- (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) any 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 in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
 - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) 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 all or part of 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 seller 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 insured 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 premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (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 damage 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 condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is 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 registration 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.
- 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 balance of the price 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; and
 - (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 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 not to be earlier than the date five business days after the seller has given notice to the buyer that 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 three 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 G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not 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 conveyancer 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 part 3 of 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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- 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 or consideration, 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) it 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 and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, 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;
 - (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 G16 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 HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. MAINTENANCE AGREEMENTS**
- G17.1** The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2** The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. LANDLORD AND TENANT ACT 1987**
- G18.1** This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2** The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. SALE BY PRACTITIONER**
- G19.1** This condition G19 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
 - (c) with no title guarantee;
- and the buyer has no right to terminate 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 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 RENEWALS**
- 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; and
 - (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 practicable:
- (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.
- G29. 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.

Top 12 Results – October

6 Woodbury Avenue, Blackburn

Guide: £50,000 – £60,000



SOLD £60,000

32 Azalea Avenue, Gorton

Guide: £55,000 – £65,000



SOLD £68,000

51 Clifton Street, Rishton

Guide: £65,000 +



SOLD £70,000

310 Edenfield Road, Rochdale

Guide: £115,000+



SOLD £129,000

49 Stocks Lane, Stalybridge

Guide: £55,000 – £65,000



SOLD £82,000

11 Lee Road, Bacup

Guide: £25,000 – £35,000



SOLD £40,000

40 Vigo Street, Heywood

Guide: £50,000 – £60,000



SOLD £76,000

4 Lees Street East, Shaw

Guide: £55,000 – £65,000



SOLD £71,000

69 Tatton Street, Stalybridge

Guide: £35,000 – £45,000



SOLD £48,000

167 Balfour Street, Oldham

Guide: £45,000 – £55,000



SOLD £59,500

9 Nevile Road, Salford

Guide: £220,000+



SOLD £225,000

22 Snowden Street, Oldham

Guide: £35,000 – £45,000



SOLD £57,000

Going once...

The most suitable properties for auction include:

- 🔨 Properties for improvement
- 🔨 Tenanted properties
- 🔨 Residential investments
- 🔨 Development propositions
- 🔨 Building Land
- 🔨 Mixed use properties
- 🔨 Commercial investments
- 🔨 Unique properties
- 🔨 Land (development or greenfield)
- 🔨 Lock up garages

Auction dates:

5th February 2019

25th March 2019

20th May 2019

9th July 2019

3rd September 2019

22nd October 2019

10th December 2019

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