

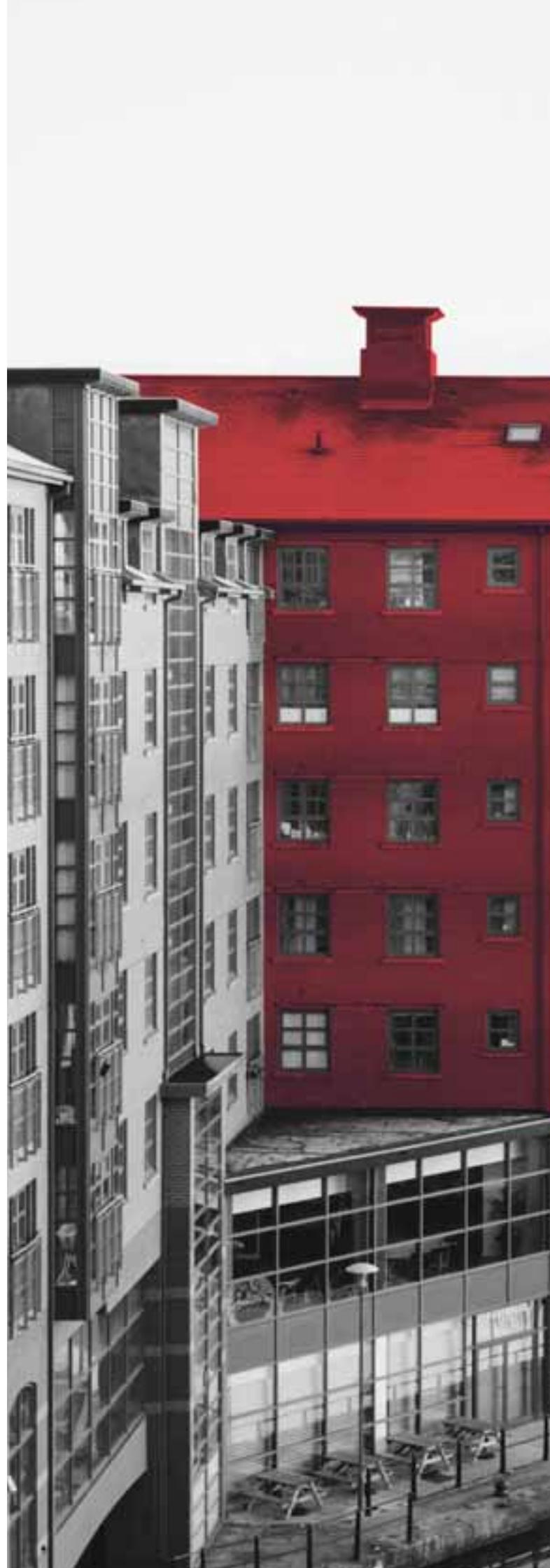
**AUCTION
HOUSE**

MANCHESTER

**PLEASE NOTE
CHANGE
OF DAY**

**Monday
20th May 2019
2.00pm**

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

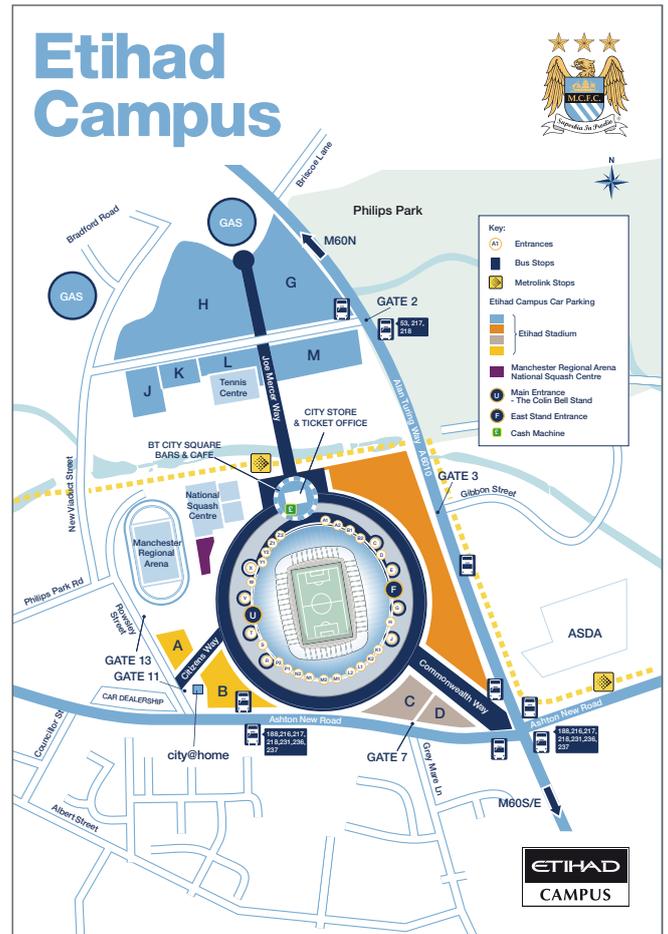


AUCTION VENUE



Monday 20th May 2019
2.00pm

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



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.

Now Taking Entries for our next auction

9th July 2019

Please call for your free appraisal

0161 925 3254



auctionhouse.co.uk/manchester



MESSAGE FROM THE AUCTIONEERS



Ian Hill BSc (EstMan)
FRICS
Director



Amanda Lamont
MNAVA
Manager/Valuer



Victoria Hindle
Registration



Yvette Taylor
Administrator



Sarah Lynn
Administrator

Spring Is In The Air

A warm welcome to this our third auction catalogue of 2019.

Our Spring catalogue is packed with opportunities to suit all pockets and requirements. Our entries are a diverse mix of residential, commercial, mixed use, investments and land. They are guided at a broad spectrum of prices from as little as £5,000 for a parcel of land upto £375,000 for a Day Nursery Investment opportunity producing £41,600pa.

Nationally, as a Group, Auction House have delivered the best ever first quarter sales in the 12 year history of the Company which is remarkable particularly at a time when the industry is reporting a 10-15% drop in sales. Without doubt the popularity of our Regional Auction Room in Manchester has helped generate such a strong performance.

Our recent auctions have proved to be largely unfettered by the anxiety and uncertainty of the Brexit process. In fact national organizations, such as Your Move, are highlighting that an increasing number of southern based landlords are looking to invest in the North where yields are better.

Lettings Director Martyn Alderton said "The growth of the urban rental market has created yield hotspots in northern

cities like Manchester and Liverpool. Young professionals are also increasingly relocating to the north. The investment in infrastructure and culture, for example the relocation of the BBC and ITV to Manchester has undoubtedly boosted the desirability of the city among this group."

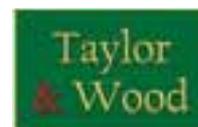
The auction room is like a trading floor, irrespective of the climate, there are always buyers and sellers wanting to do deals. It's that competitive environment that pushes prices and delivers results for the needy seller, regularly at prices well above and beyond reserve. But there are still bargains to be had and it's down to the canny buyers to find them!

Our next auction is on the 9th July so don't miss out on having your property put in front of a huge number of Regional, National and International buyers all of whom are seeking great northern investment opportunities. Speak to myself or Amanda and take advantage of our NO SALE NO FEE offer including FREE ENTRY.

Good Luck with your bidding.

Ian Hill
Director

INTRODUCING AGENTS



NEXT AUCTION DATES

9th July 2019 • 3rd September 2019 • 22nd October 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 £1080.00 (£900 + 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.

ORDER OF SALE

Monday 20th May 2019 2.00pm

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

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	The Smithy, Rear of Fern Lea Street, Rossendale, Lancashire	£15,000 - £25,000	Commercial
2	6 Sholver Hill Close, Oldham, Lancashire	£100,000 - £120,000	Residential
3	Rose Cottage, Stonehill, Grindleton, Lancashire	SOLD PRIOR	Residential
4	51 Herbert Street, Watersheddings, Oldham, Lancashire	£50,000 - £60,000	Residential
5	53 Queens Road, Chadderton, Lancashire	£58,000+	Residential for Improvement
6	622 Rochdale Road, Todmorden, Lancashire	£90,000 - £110,000	Residential
7	24 Bentmeadows, Cronkeyshaw, Rochdale, Lancashire	£55,000 - £65,000	Residential
8	685 & 685a Manchester Old Road, Middleton, Manchester	£140,000+	Residential
9	5 Brown Street, Bacup, Lancashire	£25,000 - £35,000	Residential Investment
10	Land to the Rear of Belfield Road, Accrington, Lancashire	£25,000 - £35,000	Land
11	6 Welbeck Street, Gorton, Manchester	£82,000+	Residential
12	Land at Club Street, St Helens, Merseyside	£10,000 - £20,000	Land
13	19 Glenfield Close, Oldham, Lancashire	£140,000+	Residential
14	228 Kensington Street, Rochdale, Lancashire	£55,000 - £65,000	Residential
15	Apt.15 Pegasus Court, Bury Road, Rochdale, Lancashire	£15,000 - £25,000	Residential
16	Apt.39 The Gateway, Broughton Road, Salford, Manchester	£35,000 - £45,000	Residential Investment
17	273-275 Manchester Road East, Little Hulton, Manchester	£375,000+	Commercial Investment
18	Land off Green Lane, Hollingworth, Hyde	£80,000 - £100,000	Amenity Land
19	144 Stockfield Mount, Chadderton, Oldham, Lancashire	£35,000 - £45,000	Residential Investment
20	14 Dyson Street, Blackburn, Lancashire	£30,000 - £40,000	Residential Investment
21	29 Chesnut Avenue, Droylsden, Manchester	£75,000+	Residential
22	Land adjacent to the River Dane, King Street, Middlewich, Cheshire	£5,000 - £10,000	Land
23	12 Bankfield Terrace, Bacup, Lancashire	£35,000 - £45,000	Residential
24	4 Lowood, Davey Lane, Alderley Edge, Cheshire	£140,000+	Residential
25	Land adjacent to 120a Withington Road, Manchester	£5,000 - £10,000	Land
26	Two Storage Pods GB066 & GB154, Ashroyd Business Park, Barnsley, South Yorkshire	£1,500+	Commercial
27	Storage Pod GA76, Unit 8 Centurion Business Park, Blackburn, Lancashire	£2,000+	Commercial
28	27 Whinberry Way, Oldham, Lancashire	£200,000+	Residential
29	Land off Greenwood Drive, Bacup, Lancashire	£40,000 - £50,000	Land
30	13 Spring Hill Road, Accrington, Lancashire	£30,000 - £40,000	Residential Investment
31	6 Brook Street, Swinton, Manchester	£125,000 - £150,000	Residential
32	8 Tumbling Bank Terrace, Oldham, Lancashire	£80,000 - £90,000	Residential
33	Dog & Partridge Inn, 376 Roundthorn Road, Oldham, Lancashire	£120,000+	Commercial
34	28 Marsh Terrace, Darwen, Lancashire	£45,000 - £55,000	Residential
35	16 Clough Road, Failsworth, Manchester	£70,000 - £90,000	Residential Investment
36	Blackmores Hotel, 7 St.Bedes Avenue, Blackpool, Lancashire	£80,000 - £90,000	Commercial
37	Land at Huddersfield Road, Delph, Saddleworth, Lancashire	£10,000 - £20,000	Amenity Land
38	Land at Worsley Street, Oldham, Lancashire	£15,000+	Land
39	122 Stakehill Lane, Middleton, Manchester	£60,000 - £70,000	Residential for Improvement

*Description on Auction Information page



Commercial

The Smithy, Rear of Fern Lea Street, Rossendale, Lancashire BB4 7JF

***GUIDE PRICE**

£15,000 - £25,000 (plus fees)

A Two Storey Storage/Office Premises

Situated midway between Rawtenstall and Bacup with easy access to the motorway this building is perfect for the small builder/developer or other contracting business looking for storage premises and a base from which to run their business. Alternatively it could be considered for alternative uses subject to any necessary planning consents. Briefly comprises, Store, Four Offices, Kitchen & WC. Please note there may be some contents remaining in the property upon completion.

Description

Ground Floor: Stores, WC

First Floor: Landing with Kitchenette off, Office One, Office Two, Office Three, Office Four

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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 E

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Residential

6 Sholver Hill Close, Oldham, Lancashire OL1 4NS

***GUIDE PRICE**

£100,000 - £120,000 (plus fees)

A Two Bedroomed Detached Bungalow

Located within a cul-de-sac position, just off Ripponden Road and within easy access to local shops and amenities. Briefly comprising Hall, Lounge, Kitchen, Dining Room, Two Bedrooms and a Bathroom with the benefit of Double Glazing. The property would benefit from some improvement making this an ideal project for someone looking to create a stunning home. Please note there may be some contents remaining in the property upon completion.

Description

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

Outside: There are gardens to the front and rear plus a 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 £1080 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: Oldham Council

Energy Performance Rating (EPC): Current Rating TBC

auctionhouse.co.uk

[*Description on Auction Information Page](#)



3

Residential

Rose Cottage, Stonehill, Grindleton, Clitheroe, Lancashire BB7 4QT

*GUIDE PRICE

£100,000 - £120,000 (plus fees)

A Two Bedroom Detached Cottage

Situated in the village of Grindleton in the heart of the Ribble Valley this bright two bedroomed cottage enjoys stunning views towards Grindleton Fell and distant views to Pendle Hill. Briefly comprises, Lounge/Kitchen/Diner, Two Bedrooms and Bathroom. Benefits from Double Glazing and Gas Central Heating. To the front is a small garden. Whilst the property would benefit from some updating it's perfect for the First Time Buyer, Downsizer or Buy to Let Investor looking for an affordable house in this popular village location.

Description

Ground Floor: Lounge/Kitchen/Diner

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

Outside: To the front is a small garden with a shed.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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: Ribble Valley Borough Council

Energy Performance Rating (EPC): Current Rating F

auctionhouse.co.uk

[*Description on Auction Information Page](#)



4

Residential

51 Herbert Street, Watersheddings, Oldham, Lancashire OL4 2QU

*GUIDE PRICE

£50,000 - £60,000 (plus fees)

A Two Bedroomed Mid Terraced House

Great location with easy access to a variety of local amenities including a number of schools. The property would benefit from some refurbishment and upgrading but offers great potential for either the First Time Buyer or Buy to Let investor. Briefly comprises, Hall, Lounge, Kitchen/Diner, Utility Room, Two Bedrooms and Bathroom. Benefits from Double Glazing and Gas Central Heating. Please note there may be some contents remaining in the property upon completion.

Description

Ground Floor: Hall, Lounge, Kitchen/Diner, Utility Room

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 £1080 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: Oldham Council

Energy Performance Rating (EPC): Current Rating TBC

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Residential for Improvement

53 Queens Road, Chadderton, Lancashire OL9 9HR

***GUIDE PRICE**

£58,000 + (plus fees)

A Three Bedroomed Mid Terraced Property

Excellent public transport and Motorway links and good access to amenities in Chadderton centre. Briefly comprises Lounge, Dining Room, Kitchen, Three Bedrooms and a Bathroom. This property which requires renovation and refurbishment throughout is ideal for the professional builder/developer.

Please note there is a further Buyers Premium of £1,040 including VAT.

Description

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

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

Outside: Yard to the rear

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,040 inc 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 £1080 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: Oldham Council

Energy Performance Rating (EPC): Current Rating E

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Residential

622 Rochdale Road, Todmorden, Lancashire OL14 7SL

***GUIDE PRICE**

£90,000 - £110,000 (plus fees)

A Refurbished Three Bedroomed End Terraced Property Over Three Floors

The property has recently undergone refurbishment/renovation throughout, offering stylish accommodation over three floors. Situated in the desirable village of Walsden, close to the railway station and approximately 1 1/2 miles to Todmorden Town Centre. Briefly comprising lounge/open plan kitchen to the ground floor, two bedrooms and a bathroom to the second floor plus a master bedroom (with en-suite) to the second floor. Gas central heating and PVCu double glazing installed throughout. Suitable for both owner occupiers and investors alike. VIEWING IS ESSENTIAL!!!

Description

Ground Floor: Lounge, Open Plan Kitchen

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

Second Floor: Master Bedroom with en-suite

Outside: There is a garden area 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 £1080 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: Calderdale Metropolitan Borough Council

Energy Performance Rating (EPC): Current Rating D

auctionhouse.co.uk

[*Description on Auction Information Page](#)



7

Residential

24 Bentmeadows, Cronkeyshaw, Rochdale, Lancashire OL12 6HZ

***GUIDE PRICE**

£55,000 - £65,000 (plus fees)

A Two Bedroomed Mid Terraced Cottage

Very conveniently located for buyers looking for a property within easy reach of Rochdale Town Centre making it perfect for the Buy to Let Investor or First Time Buyer. The property, whilst it would benefit from some updating, offers deceptively spacious accommodation. Briefly comprises, Vestibule, Lounge, Kitchen, Shower Room, Two Bedrooms one being en-suite. To the rear is a courtyard garden.

Description

Ground Floor: Entrance Vestibule, Lounge, Kitchen, Shower Room

First Floor: Landing, Bedroom One with En-suite Shower, Bedroom Two

Outside: To the rear is a Courtyard garden.



Tenure: See legal pack

Local Authority: Rochdale 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 £1080 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](#)



8

Residential

685 and 685a Manchester Old Road, Middleton, Manchester M24 4GF

***GUIDE PRICE**

£140,000 + (plus fees)

Two Recently Refurbished Two Bedroomed Terraced Houses

Situated in this well regarded residential area these two, adjoining, properties are perfect for the Buy to Let investor having been refurbished to a very good standard in 2014. Each property briefly comprises, Lounge, Diner, Kitchen, Two Bedrooms and Bathroom. Both properties are Double Glazed and benefit from a high level of insulation and low energy lighting. Heating to 685 is by a Gas Fired Central Heating System and to 685a by a high quality Electric Heating System. See further information, provided by the vendor, in the legal pack to fully appreciate the quality of the work undertaken. Great location for access to Manchester City Centre and easy access to the M60 Motorway.

Description

685

Ground Floor: Lounge, Diner, Kitchen

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

685a: Currently tenanted, although it will be vacant on completion, so not inspected by Auction House Manchester. Understood to comprise:

Ground Floor: Lounge, Diner, Kitchen

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

Outside To the rear of the properties is an enclosed yard.



Tenure: See legal pack

Local Authority: Rochdale Council

Energy Performance Rating (EPC): Current Rating TBC

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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](#)

We're for those
who come to bid
on one and leave
buying two.

Lending for the
new normal.

together.®

Seen more than one opportunity? Why not consider finance for your auction purchase. Our flexible approach to lending will get you going, going, gone in no time.

Call us on 0333 9201 065 or find out more at togetherness.com/auction-finance

Your home may be repossessed if you do not keep up repayments on your mortgage.



Residential Investments

5 Brown Street, Bacup, Lancashire OL13 8DS

***GUIDE PRICE**

£25,000 - £35,000 (plus fees)

A Two Bedroomed Terraced Property Producing an Income of £3,300pa/£275pcm

Situated on the fringe of Bacup Town Centre the property is ideally located close to local amenities, bus routes and schools. Briefly comprising lounge, kitchen, two bedrooms and a bathroom. Whilst we have not had sight of the documentation we are advised that it is currently let producing £3,300pa/£275pcm.

Description

Although not inspection by Auction House Manchester we believe the property comprises:

Ground Floor: Lounge, Kitchen

First Floor: Landing, Bedroom One, Bathroom

Second Floor: Bedroom Two

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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 E

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Land

Land to the Rear of Belfield Road, Accrington, Lancashire BB5 2JD

***GUIDE PRICE**

£25,000 - £35,000 (plus fees)

Land of Approximately 0.344 Acres Comprising Four Vacant Double Garages

Appealing to all local residents within the surrounding areas!! Land of approximately 0.344 acres with Planning Permission Approved (application number 11/18/0186) in June 2018 and works completed for the erection of 4 concrete garages as replacement for 4 wooden garages. There are sheds/greenhouse on the land to the rear of the garages.

Please note there is a further Buyers Premium of £1,200 inc VAT payable on this lot.



Additional Fees

Buyer's Premium: Please note there is a further Buyers Premium of £1,200 inc 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 £1080 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:

Energy Performance Rating (EPC): N/A

auctionhouse.co.uk

[*Description on Auction Information Page](#)

11

Residential

6 Welbeck Street, Gorton, Manchester M18 8GW

*GUIDE PRICE

£82,000 + (plus fees)

A Three Bedroomed Mid Terraced Property

Located in the popular Gorton/Abbey Hey area. Whilst the property would benefit from refurbishment this would make a great buy to let investment or family home. Briefly comprises open plan lounge/dining/kitchen, two double bedrooms, single bedroom and a bathroom with the benefit of PVCu double glazing and gas central heating. The property is close to local amenities and approximately 2 miles to junction 24 of the M60 Motorway. There may be some contents remaining in the property upon completion.

PLEASE NOTE there is a Further Buyers Premium of £1,140 including VAT.

Description

Ground Floor: Open Plan Lounge, Open Plan Dining, Open Plan Kitchen

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

Outside: There is a forecourt to the front and a yard to the rear with small brick store area.

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 £1080 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: Manchester City Council

Energy Performance Rating (EPC): Current Rating C

auctionhouse.co.uk

[*Description on Auction Information Page](#)

12

Land

Land at Club Street, St Helens, Merseyside WA11 7DZ

*GUIDE PRICE

£10,000 - £20,000 (plus fees)

A Plot of Land Comprising Approximately 300sq yds/251sq m

Situated with a 35 feet (10.66m) frontage to Club Street and a depth of approximately 77 feet (23.476m) the property is bounded by woodland and, predominantly, residential development including a significant modern development to the rear. Comprising approximately 300sq yds/251sq m of level land this site should be attractive to a variety of potential purchasers. Interested parties should make their own enquiries of the Local Authority to satisfy themselves that the proposed use of the land 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 £1080 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: St Helens Council

Energy Performance Rating (EPC): N/A

auctionhouse.co.uk

[*Description on Auction Information Page](#)



13

Residential

19 Glenfield Close, Clarksfield, Oldham, Lancashire OL4 3AB

***GUIDE PRICE**

£140,000 + (plus fees)

A Three Bedroomed Detached House

This is a great opportunity to acquire a well presented detached family home in the popular and convenient location of Clarksfield. Situated with easy access to Oldham Town Centre, the Metrolink and local amenities including shops and schools. Briefly comprises, Vestibule, WC, Lounge, Kitchen/Diner, Three Bedrooms one being en-suite & Bathroom. Benefits from Gas Central Heating and Double Glazing. There are gardens to the front and rear plus a garage and additional off road parking.

Description

Ground Floor: Entrance Vestibule, WC Compartment, Lounge, Kitchen/Diner

First Floor: Landing, Bedroom One with En-suite Shower Room, Bedroom Two, Bedroom Three, Bathroom

Outside: There are gardens to the front and rear together with a single garage and additional off road parking.



Tenure: See legal pack

Local Authority: Oldham 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 £1080 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](#)



14

Residential

228 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, which occupies an elevated position, comprises Lounge, Dining Room, Kitchen, Three Bedrooms and a Bathroom with the benefit of double glazing and gas central heating. Please note that there is evidence of Japanese Knotweed at a nearby property, however, Network Rail has accepted a legal obligation to annually record/treat this. See legal pack for further confirmation. Please note there may be some contents remaining in the property upon completion.

Description

Ground Floor: Lounge, Dining Room, Kitchen

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

Outside: There is a Forecourt and to the rear is a Garden



Tenure: See legal pack

Local Authority: Rochdale Council

Energy Performance Rating (EPC): Current Rating TBC

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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](#)



15

Residential

Apartment 15 Pegasus Court, Rochdale, Lancashire OL11 4EA

***GUIDE PRICE**

£15,000 - £25,000 (plus fees)

A One Bedroomed Ground Floor Apartment

The Apartment is situated within the luxurious and prestigious Pegasus Court Development and is situated on the ground 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 shower room with the benefit of PVCu double glazing throughout.

Description

Ground Floor: Communal Entrance, Entrance Hallway, Lounge with Dining Area, Kitchen, Bedroom, Shower Room

Outside: There are communal gardens with direct access 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 £1080 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 D

auctionhouse.co.uk

[*Description on Auction Information Page](#)



16

Residential Investments

Apt.39 The Gateway, 11-21 Broughton Road, Salford, Manchester M6 6LS

***GUIDE PRICE**

£35,000 - £45,000 (plus fees)

A Tenanted One Bedroomed Third Floor Apartment producing an income of £5,400papa/£450pcm

This apartment is located in a popular development and close to local amenities, transport links and Manchester City Centre. The property is occupied under an Assured Shorthold Tenancy producing £5,400.00/£450pcm. Comprising entrance hall, open plan living/kitchen area, one bedroom and a bathroom.

Description

Ground Floor: Communal Entrance with Stairs and Lift

Third 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 £1080 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: Salford City Council

Energy Performance Rating (EPC): Current Rating F

auctionhouse.co.uk

[*Description on Auction Information Page](#)

Commercial Investments

273-275 Manchester Road East, Little Hulton, Manchester M38 9AW

*GUIDE PRICE

£375,000 + (plus fees)

A Commercial Property Tenanted by Little Saints Daycare Nursery at a Rental of £41,600pa/£800pw

Situated in this prominent position and serving a densely populated residential area this Daycare Nursery producing £41,600pa/£800pw is an ideal addition to any portfolio. The lease is for a term of 10 years from 6th June 2016 on an internal repairing and insuring basis subject to rent reviews in the 5th and 7th years. The tenant has the benefit of a break clause. See legal pack for full details. The property offers extensive classroom and nursery space plus staff facilities. Externally there is ample car parking and enclosed play areas.

Description

Ground Floor: Reception with WC off, Office One, Office Two, Classroom One, Office Three, Classroom Two, Classroom Three, Kitchen, Inner Hall, Staff Room, Staff Kitchen

First Floor: Landing, Nursery, Sleep Room, Staff WC, Bathroom

Outside: There is car parking to the front and to the side and rear are enclosed outside play areas.



Tenure: See Legal Pack

Local Authority: Salford City 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 £1080 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

Amenity Land

Land off Green Lane, Hollingworth, Hyde SK14 8JQ

*GUIDE PRICE

£80,000 - £100,000 (plus fees)

Approximately 5 Acres/2.023 Hectares Grazing/Amenity Land

An opportunity to acquire a parcel of Greenbelt amenity/grazing land, more particularly shown edged red on the attached plan, comprising approximately 5 Acres/2.023 Hectares. Situated off Green Lane and accessed via Thorncliffe Vale and Spring Street. This would make ideal grazing land for someone living locally.



Tenure: See legal pack

Local Authority: Tameside Council

Energy Performance Rating (EPC): 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 £1080 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

EXPERTS IN AUCTION PROPERTIES

& on hand to give you legal advice



SALE



PURCHASE



BUY TO LET



LENDER
SERVICES



NEW LEASES
& TITLE SPLITS



PROPERTY
FINANCE



CONVERSIONS



TENANCY
AGREEMENTS



AUCTION
PACKS

Call us today for expert advice: 0800 103 2600
or visit our website: www.russellrussell.co.uk



19

Residential Investments

144 Stockfield Mount, Chadderton, Oldham, Lancashire OL9 9AS

***GUIDE PRICE**

£35,000 - £45,000 (plus fees)

A Tenanted One Bedroomed Top Floor Apartment Producing £4,740pa/£395pcm

Situated on the 14th Floor of this apartment block which has been extensively improved over recent years this apartment benefits from a tenant who has already been in occupation for two years. Let under the terms of an AST at a rental of £4,740pa/£395pcm. Briefly comprises, Hall, Lounge/Diner, Kitchen, Bedroom and Bathroom. Benefits from Central Heating. Great location with stunning views over Manchester and with easy access to transport links including the Metrolink, a short distance away at Freehold.

Description

Ground Floor: Communal Entrance

14th Floor Apartment: Entrance Hall, Lounge/Diner, 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 £1080 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: Oldham Council

Energy Performance Rating (EPC): Current Rating C

auctionhouse.co.uk

[*Description on Auction Information Page](#)



20

Residential Investments

14 Dyson Street, Blackburn, Lancashire BB2 3RZ

***GUIDE PRICE**

£30,000 - £40,000 (plus fees)

A Two Bedroomed Mid Terraced House Producing £4,460pa/£380pcm

Situated in the Infirmary area of Blackburn with it's range of local amenities and great travel links into Blackburn Town Centre this is a great investment property. Whilst we have not had sight of the documentation we are advised that it is currently let producing £4,460pa/£380pcm. Briefly comprises, Lounge, Kitchen, Utility Room, Two Bedrooms and Bathroom. To the rear is an enclosed yard.

Description

Ground Floor: Lounge, Kitchen, Utility Room

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 £1080 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: Blackburn and Darwen Council

Energy Performance Rating (EPC): Current Rating D

auctionhouse.co.uk

[*Description on Auction Information Page](#)

Residential

29 Chestnut Avenue, Droylsden, Manchester M43 7SA

***GUIDE PRICE**
£75,000 + (plus fees)

A Two Bedroom Semi Detached House

This property would benefit from some upgrading so is perfect for the Buy to Let Investor/Builder. Well located with good access to Manchester City Centre and a range of local amenities. Briefly comprises, Hall, Lounge, Kitchen, Two Bedrooms and Bathroom. Benefits from Double Glazing and Gas Central Heating. There are gardens to the front and rear and off road parking to the side. Please note there may be some contents remaining in the property upon completion.

Description

Ground Floor: Hall, Lounge, Kitchen

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

Outside: There are Gardens to the front and rear and off road parking to the side.



Tenure: See legal pack

Local Authority: Tameside 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 £1080 inc VAT

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

Land

Land Adjacent to the River Dane, King Street, Middlewich, Cheshire CW10 9LZ

***GUIDE PRICE**
£5,000 - £10,000 (plus fees)

A Parcel of Land Comprising Approximately 795sq yds/665sq m with River Frontage

Situated on King Street at its junction with the B5309 the land, more particularly shown edged red on the plan, comprises approximately 795sq yds/665sq m or 0.165 acres/0.067 Hectares. Enjoying a frontage to the River Dane and being prominently located at the King Street/B5309 junction the land is likely to be of interest to a variety of local users. Interested parties should make their own enquiries of the Local Authority to satisfy themselves that the proposed use of the land is acceptable prior to bidding.



Tenure: See Legal Pack

Local Authority: Cheshire East Council

Energy Performance Rating (EPC): 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 £1080 inc VAT

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



23

Residential

12 Bankfield Terrace, Bacup, Lancashire OL13 8LP

***GUIDE PRICE**

£35,000 - £45,000 (plus fees)

A Two Bedroomed Back to Back Property

Perfect for the Investor or First Time Buyer being within walking distance of Local Amenities and benefiting from good transport links and schools, including Bacup & Rawtenstall Grammar. Briefly comprises, Lounge, Kitchen, Two Bedrooms & Bathroom. Whilst there is evidence of Japanese Knotweed on nearby properties, please see the legal pack confirming the subject property is not affected.

Description

Ground Floor: Entrance Vestibule, Lounge, Kitchen

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



Tenure: See legal pack

Local Authority: Rossendale 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 £1080 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](#)



24

Residential

4 Lowood, Davey Lane, Alderley Edge, Cheshire SK9 7NZ

***GUIDE PRICE**

£140,000 + (plus fees)

A One Bedroomed Second Floor Apartment

Davey Lane is a highly desirable and sought after location in the heart of Alderley Edge village. This second floor apartment has been tastefully refurbished to maintain the original features whilst, at the same time, create contemporary and stylish living accommodation with stunning views towards Manchester. Briefly comprises, Hall, Lounge/ Diner, Bedroom, Kitchen and Bathroom. Benefits from Gas Central Heating and Communal Car Parking. Easy access to the Village's amenities including, restaurants, bars, specialist shops, highly regarded schools and the railway station. This is a great opportunity for the owner occupier to locate, at a cost effective price, within what is one of Manchester's most highly regarded residential areas or, alternatively, this would be a high quality Buy to Let opportunity for an investor to acquire a property where there will always be a strong rental demand.

Description

Ground Floor: Communal Entrance

Second Floor: Entrance Hall, Lounge/Diner, Kitchen, Bedroom, Bathroom

Outside: There are communal grounds bounded by shrubs and trees together with a gravelled resident's and visitors parking area.



Tenure: See legal pack

Local Authority: Cheshire East 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 £1080 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](#)

EXTRA PROTECTION FOR LANDLORDS

**RYDER &
DUTTON**

CHARTERED SURVEYORS
VALUERS • ESTATE AGENTS

The Government have continued to make life more difficult for Landlords. There are now 170 pieces of legislation with which to comply. At Ryder & Dutton our Property Management team work tirelessly to ensure our Landlords are always compliant and within the law.

Now we are adding further protection for our Landlords with the **Ryder & Dutton Rent On Time Scheme**. This means that all our Fully Managed and Rent Collect clients will always receive their rent on the day it is due even if the Tenant hasn't paid. **No More Arrears Ever!**

Full legal protection to deal with Tenants that don't pay is also included. We are happy to explain the terms and conditions.



**CONTACT GARETH HUNT
LETTINGS MANAGER
FOR MORE DETAILS**

0161 626 6800

www.ryder-dutton.co.uk

ghunt@ryder-dutton.co.uk



25

Land

Land adjacent to 120A Withington Road, Manchester M16 8FA

***GUIDE PRICE**

£5,000 - £10,000 (plus fees)

Bounded and Gated Yard

The land, more particularly shown edged red on the attached plan is situated on Withington Road at its junction with May Road within the main retailing area of Withington and surrounded by a densely populated and popular residential area. The container situated on the land will be included in the sale. We are advised that the occupier of the flat above 120 Withington Road has a right of way, over the land, to allow access. See legal pack for further details.

PLEASE NOTE: There will be an additional Buyers Premium of £1,440 including VAT in respect of this Lot.

Tenure: See legal pack

Local Authority: Manchester City Council

Energy Performance Rating (EPC): N/A

Additional Fees

Buyer's Premium: There will be an additional Buyers Premium of £1,440 including VAT in respect of this Lot.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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](#)



26

Commercial

Two Storage Pods GB066 & GB154, Ashroyd Business Park, Barnsley, South Yorkshire S74 9SB

***GUIDE PRICE**

£1,500 + (plus fees)

Two Vacant Storage Units Approximately 125sq ft/11.61sq m

Two individual secure storage pods with benefits including Car Parking, CCTV and WiFi. Situated on a modern Business Park just off the Dearne Valley Parkway within approximately 1.5 miles of the M1 Motorway. Barnsley Town Centre is approximately 3.75 miles to the north and Sheffield City Centre is approximately 8.5 miles to the south. Perfect for using to declutter your house!

Please note there is a further buyers premium of £1,200 inc VAT.

Tenure: See legal pack

Local Authority: Barnsley Council

Energy Performance Rating (EPC): N/A

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,200 inc VAT.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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](#)

27

Commercial

Storage Pod GA76, Unit 8 Centurion Business Park, Blackburn, Lancashire BB1 2QY

***GUIDE PRICE**

£2,000 + (plus fees)

Vacant Storage Unit 100sq ft/9.30sq m

A secure, lock up storage unit in a modern purpose built warehouse facility. Not inspected by Auction House Manchester but we are advised, by the vendor, that it comprises approximately 100sq ft/ 9.30sqm. On-site facilities include, car parking, canteen, office accommodation and CCTV. Located within 1 mile of Junction 5 of the M65 Motorway. Perfect for using to declutter your house!

Please note there is a further buyers premium of £1,200 inc VAT.



Tenure: See legal pack

Local Authority: Blackburn and Darwen Council

Energy Performance Rating (EPC): N/A

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,200 inc VAT.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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

28

Residential

27 Whinberry Way, Moorside, Oldham, Lancashire OL4 2NN

***GUIDE PRICE**

£200,000 + (plus fees)

A Five Bedroomed Detached House

Situated in the popular semi rural location of Moorside this extended Five Bedroomed Detached House offers extensive family accommodation in an area where there is always a good demand for properties of this type. Now requiring some internal repair but offering great potential to create an executive family home this would suit both the Builder or Owner Occupier. Briefly comprises, Hall, Lounge, Dining Room, Kitchen/Diner, 5 Bedrooms one being en-suite, Bathroom & Integral Garage. There are gardens to the front and rear. Benefits from Gas Central Heating. There may be some contents remaining in the property on completion. Steel shutters have been put in place for security purposes.

Please note there is a further buyers premium of £1,140 including VAT payable on this Lot.

Description

Ground Floor: Hall, Lounge, Dining Room, Kitchen/Diner, Integral Garage

First Floor: Landing, Bedroom One leading to: En-suite Shower, Bedroom Two, Bedroom Three, Bedroom Four, Bedroom Five, Bathroom

Outside: There are gardens to the front and rear.



Tenure: See legal pack

Local Authority: Oldham Council

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1140 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 £1080 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



29

Land

Land off Greenwood Drive, Weir, Bacup, Lancashire OL13 8QY

***GUIDE PRICE**

£40,000 - £50,000 (plus fees)

Land comprising Approximately 1.5 Acres/0.61 Hectares

The land, more particularly shown edged red on the plan, comprises an area of sloping land and an infill area between residential properties. The total site comprises approximately 1.5 acres/0.61 Hectares. No approaches have been made to the Planning Authority but an indicative feasibility scheme has been prepared for a development of five houses. Interested parties should make their own enquiries of the Local Authority to satisfy themselves that their proposed use of the land is acceptable prior to bidding. Alternatively the land would be suitable for grazing or other amenity use.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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): N/A

auctionhouse.co.uk

*Description on Auction Information Page



30

Residential Investments

13 Spring Hill Road, Accrington, Lancashire BB5 0EX

***GUIDE PRICE**

£30,000 - £40,000 (plus fees)

A Tenanted Two Bedroomed Mid Terraced Property Generating an Income of £4,500pa (£375pcm)

Situated in a central location, close to local amenities and transport networks. The property is occupied under an Assured Shorthold Tenancy producing £4,500pa (£375pcm). Auction House Manchester has not inspected the property but we believe it to comprise a lounge, dining room, kitchen, bathroom and two bedrooms with the benefit of double glazing and gas central heating.

PLEASE NOTE: The schedule of works required (please see Legal Pack), requested by The Borough of Hyndburn will be undertaken and completed prior to completion.

Description

Ground Floor: Lounge, Dining Room, Kitchen

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

Outside: There is 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 £1080 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: Lancashire County Council

Energy Performance Rating (EPC): Current Rating TBC

auctionhouse.co.uk

*Description on Auction Information Page



31

Residential

6 Brook Street, Swinton, Manchester M27 9PA

***GUIDE PRICE**

£125,000 - £150,000 (plus fees)

A Four Bedroomed Semi Detached House

This unique property has so many potential uses! It could remain as a large dwelling or, alternatively, there is potential to convert it into a number of self contained houses/apartments or it's size could make it suitable for social/community use. Briefly comprises, Hall with WC off, Lounge, Dining Room, Kitchen, Utility Room, Four Bedrooms & Bathroom. Benefits from Double Glazing and Gas Central Heating. There are gardens to the front and rear together with a Garage/Store. This really is a one off property, in the area, and interested parties should make their own enquiries of the Planning Authority to ensure that their proposed use of the property is acceptable or for any consents required. Please note there may be some contents remaining in the property upon completion.

Description

Ground Floor: Hall, Lounge, Dining Room, Kitchen, Utility Room, Bedroom One

First Floor: Landing, Bedroom Two, Study, Bathroom, Bedroom Three, Bedroom Four

Outside: To the front is a garden and to the rear is a courtyard garden plus a Garage/Store.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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: Salford City Council

Energy Performance Rating (EPC): Current Rating TBC

auctionhouse.co.uk

[*Description on Auction Information Page](#)



32

Residential

8 Tumbling Bank Terrace, Lees, Oldham, Lancashire OL4 5DW

***GUIDE PRICE**

£80,000 - £90,000 (plus fees)

A Two Bedroomed End Terraced Cottage

This character property, built in 1870, is a great first home or investment opportunity. Situated in a quiet position, just off Barn Fold, puts it within easy reach of all local amenities as well as being convenient for access to Oldham or Ashton-under-Lyne Town Centre's. Briefly comprises, Vestibule, Lounge, Kitchen/Diner, Landing, Two Bedrooms and Bathroom. Benefits from Gas Central Heating, Double Glazing and a Large Garden to the rear with attractive views.

Description

Ground Floor: Vestibule, Lounge, Kitchen/Diner

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

Outside: To the rear is a large garden.



Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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: Oldham Council

Energy Performance Rating (EPC): Current Rating E

auctionhouse.co.uk

[*Description on Auction Information Page](#)

33

Commercial

Dog & Partridge Inn, 376 Roundthorn Road, Oldham, Lancashire OL4 5RN

*GUIDE PRICE

£120,000 + (plus fees)

A Detached Public House with Adjacent Three Bedroomed Cottage

Occupying a semi rural location this property offers immense potential for someone looking to operate their own licensed premises. Included in the sale is the adjoining Cottage (364/366 Roundthorn Road) which is now vacant and requires refurbishing. The property offers extensive Public House accommodation at ground floor level together with owners accommodation at first floor level. There is parking and a Beer Garden at the rear. There may be some fixtures, fittings and contents remaining in the premises on completion. The title for the land to the rear has now been formalized, see legal pack for further information.

Please note there is VAT payable on this Lot (see Legal Pack for details)

Description

Public House

Ground Floor: Lounge, Bar/Snug, Games Room, Ladies & Gents WC's

First Floor: Living Room, Kitchen, Two Bedrooms, Bathroom

Cellar

Cottage

Ground Floor: Vestibule, Lounge, Sitting Room, Dining Room, Kitchen

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

Outside: To the rear is a car parking area, single garage and Beer Garden.



Tenure: See legal pack

Local Authority: Oldham 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 £1080 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



34

Residential

28 Marsh Terrace, Darwen, Lancashire BB3 0HF

*GUIDE PRICE

£45,000 - £55,000 (plus fees)

A Two Bedroomed Mid Terraced House

Having recently been refurbished to a good standard this ready to move in property would be perfect for your first Buy to Let or as an addition to any rental portfolio. Briefly comprises, Vestibule, Lounge, Kitchen/Diner, Two Bedrooms and Bathroom. Benefits from Double Glazing and recently refitted Kitchen & Bathroom. Well located on the outskirts of Darwen, neighbouring the Chapels District and with in walking distance of the train station.

Description

Ground Floor: Entrance Vestibule, Lounge, Kitchen/Diner

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

Outside: To the front is a garden and 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 £1080 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: Blackburn and Darwen Council

Energy Performance Rating (EPC): Current Rating D

auctionhouse.co.uk

*Description on Auction Information Page

Fast

remortgages available

for your **home** or
buy-to-let mortgages



Are you looking to review the mortgage on your property, or replace costly bridging finance, or perhaps you need to raise funds to finance the purchase of another property investment?

- Access to **12,000 products** from **90+ lenders** across the UK.
- Expert advice from friendly advisers.
- A full range of lifestyle and income protection cover to protect you from the unexpected.
- Covering all aspects of property-related lending including: First Time buying, Homemovers, Buy-to-Let, Help to Buy, Affordable Housing schemes and many more.

Contact your expert adviser today

0161 655 6633

Award-winning mortgage broker



**Mortgage
Advice Bureau**

There is no guarantee that it will be possible to arrange continuous letting of the property, nor that rental income will be sufficient to meet the cost of the mortgage.

Your property may be repossessed if you do not keep up repayments on your mortgage.

There will be a fee for mortgage advice. The actual amount you pay will depend upon your circumstances. The fee is up to 1% but a typical fee is 0.3% of the amount borrowed.



35

Residential Investments

16 Clough Road, Failsworth, Manchester M35 0RL

***GUIDE PRICE**

£70,000 - £90,000 (plus fees)

A Tenanted Two Bedroomed End Town House Producing £7,200pa/£600pcm

Situated in this always popular area of Failsworth this property provides a great investment opportunity being already tenanted under the terms of an AST at a rental of £7,200pa/£600pcm. Briefly comprises, Hall, Lounge, Kitchen, Two Bedrooms and Shower Room. Benefits from Gas Central Heating. There are gardens to the front and rear. There is no access for viewing, the tenant must not be disturbed.

Description

Ground Floor: Entrance Hall, Lounge, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two, Shower Room

Outside: There are Gardens to the front and rear.



Tenure: See legal pack

Local Authority: Oldham 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 £1080 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



36

Commercial

Blackmores Hotel, 7 St. Bedes Avenue, Blackpool, Lancashire FY4 1AQ

***GUIDE PRICE**

£80,000 - £90,000 (plus fees)

A Vacant Seven Bedroomed Double Fronted Hotel

Situated in Blackpool's South Shore being close to the Promenade and its amenities. Briefly comprising 7 bedrooms, all with en-suite plus a partially renovated cellar. There is the benefit of gas central heating and PVCu double glazing. Viewing is highly recommended to appreciate the accommodation being offered. Please note that there may be contents remaining in the property upon completion. **Please note there is a further buyers premium of £1,800 inc VAT payable on this lot.**

Description

Cellar: Room One with W.C, Room Two with W.C

Ground Floor: Family Bedroom with en-suite disabled wet room, Dining Room, Kitchen with boiler, wall/base units and oven/hob, Utility Room

First Floor: Double Bedroom with en-suite, Double Bedroom with en-suite, Single Bedroom with en-suite

Second Floor: Family Bedroom with en-suite, Family Bedroom with en-suite, Double Bedroom with en-suite



Tenure: See Legal Pack

Local Authority: Blackpool Borough Council

Energy Performance Rating (EPC): Current Rating G

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,800 inc 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 £1080 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

37

Amenity Land

Land at Huddersfield Road, Delph, Saddleworth, Lancashire OL3 5EG

*GUIDE PRICE

£10,000 - £20,000 (plus fees)

2 Acres/0.8 Hectares of Grazing/Amenity Land

A rare opportunity to acquire a parcel of Greenbelt Land comprising approximately 2 Acres/0.8 Hectares more particularly shown edged red on the attached plan. On part of the land are mature trees with the remainder being sloping, potential, grazing land. The land is situated on Huddersfield Road (A62) opposite Delph & Dobcross Cricket Club.



Tenure: See legal pack

Local Authority: Oldham Council

Energy Performance Rating (EPC): 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 £1080 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](#)

38

Land

Land at Worsley Street, Glodwick, Oldham, Lancashire OL8 2DE

*GUIDE PRICE

£15,000 + (plus fees)

512sq yds/428sq m of Open Land

This rectangular shaped site is largely grassland with some mature trees and comprises approximately 512sq yds/428sq m. Situated close to Abbeyhills Road and within a densely populated residential area a short distance from Oldham Town Centre. Interested parties should make their own enquiries regarding their proposed use of the land, with the Local Planning Authority, prior to bidding.



Tenure: See legal pack

Local Authority: Oldham Council

Energy Performance Rating (EPC): 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 £1080 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](#)



39

Residential for improvement

122 Stakehill Lane, Middleton, Manchester M24 2RY

*GUIDE PRICE

£60,000 - £70,000 (plus fees)

An End Terraced House

If you are looking for a refurbishment project that is a real blank canvas then this has to be the perfect opportunity! Internally just about everything has been removed, including the whole of the first floor and the ceilings. The building is now ready to repair and modernize to create a lovely two bedroomed home. There are gardens to the front and rear and off road parking to the front. Please note part of the rear garden and the parking area is rented from the adjoining occupier, see legal pack for further information. Great semi rural location with easy access to surrounding towns and the motorway.

Description

Ground Floor: Room One, Room Two, Rear Porch

First Floor: Removed

Outside: To the front is a garden and off road parking. To the rear is a good sized garden. Part of these areas are leased from the adjoining occupier.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 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 Metropolitan Borough Council

Energy Performance Rating (EPC): Current Rating TBC

auctionhouse.co.uk

*Description on Auction Information Page

Property Types for Auction

There are many different types of property that sell well at Auction, and if you have one that falls into any of these categories you certainly should consider the Auction route. Check through the list below, and if you find a match, then give Auction House a call.



Properties for Improvement



Mixed Use Properties



Tenanted Properties



Commercial Investments



Residential Investments



Unique Properties



Development Propositions



Amenity Land and Other Property



Building Land

0161 925 3254
manchester@auctionhouse.co.uk

DO YOU OWN A PIECE OF LAND THAT YOU THINK IS WORTHLESS?

EVEN WORSE IT'S A FLY TIPPING NIGHTMARE?

PERHAPS IT'S TIME TO THINK AGAIN



**Land Off Kent Street,
Oldham**

148sq yds/123sq m

GUIDE PRICE: NIL RESERVE

SOLD PRICE: £21,000



**Woodland, Harefield Drive,
Heywood**

0.4 acres/0.16 hectares

GUIDE PRICE: NIL RESERVE

SOLD PRICE: £2,000



**Land At Estate Street,
Oldham**

350sq yds/293sq m

GUIDE PRICE: £5,000 plus

SOLD PRICE: £46,000



**The Paddock, Harefield
Drive, Heywood**

0.75 acres/0.3 hectares

Numerous Failed Planning Applications

GUIDE PRICE:

£5,000-£10,000

SOLD PRICE: £19,250



**Land Off Netherhey Street,
Oldham**

0.4 acres/0.16 hectares

Landlocked

GUIDE PRICE:

£20,000-£30,000

SOLD PRICE: £76,000

**CONTACT US TO ARRANGE A FREE NO
OBLIGATION AUCTION APPRAISAL**

Call: 0161 925 3254

Email: manchester@auctionhouse.co.uk

Visit: www.auctionhouse.co.uk/manchester

**AUCTION
HOUSE**

MANCHESTER

NEXT AUCTION DATE 2019



DO YOU HAVE A PROPERTY
SUITABLE FOR AUCTION?



For all enquiries or a valuation contact

0161 925 3254

manchester@auctionhouse.co.uk auctionhouse.co.uk/manchester

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:

**AS PER SPECIAL CONDITIONS OF SALE OR 20 BUSINESS DAYS
AFTER THE CONTRACT 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 £1080.00 inc VAT plus Buyers Premium if applicable. Auction Administration Charge may be higher, as detailed in the catalogue lot description.

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/£1,080 (£900 +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/£1,080 (£900 +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/£1,080 (£900 +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

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 accepted these auction conduct conditions. They govern our relationship with you and cannot be disappplied 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) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, 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.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- 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
- (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 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**.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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:

- terminate the contract;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the lot; and
- 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:

- terminate the contract; and
- 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:

- the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- 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:

- use all reasonable endeavours to obtain the licence at the seller's expense; and
- enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:

- promptly provide references and other relevant information; and
- 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:

- the buyer is liable to pay interest; and
- 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:

- the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- 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
- 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:

- so state; or
- give no details of any arrears.

G11.8 While any arrears due to the seller remain unpaid the buyer must:

- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- 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);
- 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;
- 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 in which the buyer covenants with the seller to:

- observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
- give notice of assignment to the tenant; and
- 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:

- 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
- this condition G15 applies.

G15.2 The seller confirms that the seller

- is registered for VAT, either in the seller's name or as a member of the same VAT group; and
- 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:

- it is registered for VAT, either in the buyer's name or as a member of a VAT group;
- 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;
- article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- 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:

- of the buyer's VAT registration;
- that the buyer has made a VAT option; and
- 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:

- 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
- 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:

- 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;
- the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- 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:

- to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
- 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.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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:

- in its condition at completion;
 - for such title as the seller may have; and
 - 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:

- 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
- 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:

- 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.
- The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
- 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.
- 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:

- service charge expenditure attributable to each tenancy;
- payments on account of service charge received from each tenant;
- any amounts due from a tenant that have not been received;
- 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:

- 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;
- 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:

- the seller must pay it (including any interest earned on it) to the buyer on completion; and
- 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:

- give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- 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:

- with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
- 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
- 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:

- on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
- 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:

- hold the warranty on trust for the buyer; and
- 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:

- procure that it becomes registered at Land Registry as proprietor of the lot;
- procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
- 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:

- apply for registration of the transfer;
- provide the seller with an official copy and title plan for the buyer's new title; and
- 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:

- delivered by hand; or
- made electronically and personally acknowledged (automatic acknowledgement does not count); or
- 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:

- when delivered, if delivered by hand; or
- 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 9 Results – March 2019

Land at Station Road, Coppull
Guide Price: £10,000 – £20,000



SOLD £48,000

64 Albert Street, Royton
Guide Price: £60,000 – £70,000



SOLD £76,000

8 Oak Street, Oswaldtwistle
Guide Price: £25,000 – £35,000



SOLD £46,000

20 Holyrood Road, Prestwich
Guide Price: £110,000 plus



SOLD £125,000

34 Cheetham Hill Road, Salford
Guide Price: £85,000 plus



SOLD £95,000

10 Dalton Street, Failsworth
Guide Price: £55,000 – £65,000



SOLD £73,000

8 Newman Road, Rochdale
Guide Price: £45,000 – £55,000



SOLD £64,000

72 Jetson Street, Manchester
Guide Price: £65,000 plus



SOLD £87,000

113 Napier Street East, Oldham
Guide Price: £35,000 – £45,000



SOLD £76,000

Do you need to sell quickly?

Entries are being taken for our next auction on

Tuesday 9th July 2019

Call us now on **0161 925 3254**

**AUCTION
HOUSE
MANCHESTER**

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:

9th July 2019

3rd September 2019

22nd October 2019

10th December 2019

[auctionhouse.co.uk/manchester](https://www.auctionhouse.co.uk/manchester)

Edge View House, Salmon Fields Business
Village, Royton OL2 6HT
☎ 0161 925 3254
✉ manchester@auctionhouse.co.uk



PROPERTY AUCTION EXPERTS
LOCALLY REGIONALLY NATIONALLY