



Monday 25th March 2019 2.00pm

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



## **AUCTION VENUE**



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The Etihad Stadium 93.20 Central Manchester City Football Club **Sport City** Manchester M<sub>11</sub> 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.

## Legal documents & online viewing services

The following services are being offered in conjunction with essential





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



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







## MESSAGE FROM THE AUCTIONEERS



Ian Hill BSc (EstMan)
FRICS
Director



Amanda Lamont MNAVA Manager/Valuer



Victoria Hindle Registration



Yvette Taylor Administrator



Sarah Lynn Administrator

## Sales Up Yet Again At Auction House Despite Tough Trading Conditions

Following the first round of auctions for the year, Auction House nationally recorded sales of 508 up nearly 8% from last year at a success rate of over 74% raising a total of over £55.7million. Our results in Manchester were even more impressive with 86% sold in our February auction following on from 89% sold in December reflecting the strong demand in the North.

We are noticing a significant increase in buyers from outside the region, especially from the South East, who are recognizing the attractiveness of investing in the North with the very strong yields. Today is no exception with potential yields in double figures in some cases.

Today we have everything from properties requiring a full refurbishment to those ready to move tenants in, various parcels of land some with a nil reserve, commercial opportunities, residential investments and even the opportunity to open your own Guest House in Blackpool!

Without doubt selling at auction has never been easier or faster and it's the speed and certainty of the process that is so appealing. There are numerous opportunities available to able buyers and a good chance for sellers to turn surplus assets into cash quickly. So if you want to have your property sold in our Monday 20th May auction and have the sale completed before the summer 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** 

## **AUCTION INFORMATION**



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



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



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



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



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



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



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



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



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



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



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



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



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



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

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



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



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



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



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



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



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



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



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

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

## ORDER OF SALE

#### Monday 25th March 2019 2.00pm

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

LOT	DDRESS *GUIDE PRICE		LOT TYPE	
1	Apt.76 Baguley Crescent, Middleton, Manchester	£25,000 - £35,000	Residential	
2	109 Kingsland Road, Rochdale, Lancashire	£60,000+	Residential	
3	Apt.17 Pegasus Court, Bury Road, Rochdale, Lancashire	SOLD PRIOR	Residential	
4	Land to the South of Station Road, Coppull, Lancashire	£10,000 - £20,000	Land	
5	Apts 1 & 2, 561 Huddersfield Road, Oldham, Lancashire	£100,000 - £120,000	Residential	
6	24a High Street East, Glossop, Lancashire	£40,000 - £50,000	Residential	
7	30 Mobberley Road, Bolton, Lancashire	£80,000 - £90,000	Residential Investment	
8	64 Albert Street, Royton, Lancashire	£60,000 - £70,000	Residential	
9	96 Market Street, Droylsden, Manchester	£65,000 - £75,000	Commercial	
10	Land on the South side of Aitken Street, Irwell Vale, Rossendale, Lancashire	£20,000 - £30,000	Land	
11	79 Bond Street, Rochdale, Lancashire	£50,000 - £60,000	Residential	
12	Plots 36 & 37, Land to the West of the River Tonge, Bolton, Lancashire	NIL RESERVE	Land	
13	Plots 56 & 57, Land to the West of the River Tonge, Bolton, Lancashire	NIL RESERVE	Land	
14	Plots 34 & 58, Land to the West of the River Tonge, Bolton, Lancashire	NIL RESERVE	Land	
15	Rose Cottage, Stonehill, Grindleton, Clitheroe, Lancashire	£100,000 - £120,000	Residential	
16	8 Oak Street, Oswaldtwistle, Lancashire	£25,000 - £35,000	Residential Investment	
17	20 Holyrood Road, Prestwich, Manchester	£110,000+	Residential Investment	
18	Apt.7 Conway Court, 13-15 Park Road, Lytham St Annes, Lancashire	£35,000 - £45,000	Residential	
19	4 Walter Street, Accrington, Lancashire	£25,000 - £35,000	Residential Investment	
20	237 – 239 Oldham Road, Springhead, Lancashire	£150,000+	Residential Investment	
20	237 – 239 Oldham Road, Springhead, Lancashire 141 Block Lane, Chadderton, Lancashire	£150,000+ £55,000 - £65,000	Residential Investment Residential	
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21	141 Block Lane, Chadderton, Lancashire	£55,000 - £65,000	Residential	
21	141 Block Lane, Chadderton, Lancashire 14 Dyson Street, Blackburn, Lancashire	£55,000 - £65,000 £35,000 - £45,000	Residential Residential Investment	
21 22 23	141 Block Lane, Chadderton, Lancashire  14 Dyson Street, Blackburn, Lancashire  34 Cheetham Hill Road, Stalybridge, Cheshire	£55,000 - £65,000 £35,000 - £45,000 £85,000+	Residential Residential Investment Residential for Improvement	
21 22 23 24	141 Block Lane, Chadderton, Lancashire 14 Dyson Street, Blackburn, Lancashire 34 Cheetham Hill Road, Stalybridge, Cheshire Land adjacent to 1 Lancaster Avenue, Whitefield, Manchester	£55,000 - £65,000 £35,000 - £45,000 £85,000+ £5,000 - £10,000	Residential Residential Investment Residential for Improvement Land	
21 22 23 24 25	141 Block Lane, Chadderton, Lancashire  14 Dyson Street, Blackburn, Lancashire  34 Cheetham Hill Road, Stalybridge, Cheshire  Land adjacent to 1 Lancaster Avenue, Whitefield, Manchester  19-21 Market Place, Heywood, Lancashire	£55,000 - £65,000 £35,000 - £45,000 £85,000+ £5,000 - £10,000 £125,000 - £150,000	Residential Residential Investment Residential for Improvement Land Commercial	
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#### Residential

#### Apt. 76 Baguley Crescent, Middleton, Manchester M24 4GT

£25,000 - £35,000 (plus fees)

#### A One Bedroomed Second Floor Apartment

Situated in a highly convenient location close to the M60/M62/M66, local amenities and just approximately 5 miles north of Manchester city centre. The property comprises of lounge/diner, kitchen, bedroom and a bathroom with the benefit of double glazing. Please note there may be some contents remaining in the property upon completion.

#### Description

**Ground Floor:** Communal Entrance

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

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 £900 inc VAT

 $\mbox{\bf Disbursements:}$  Please see legal pack for any disbursements that may become payable by the purchaser on completion.

\*Description on Auction Information Page





\*GUIDE PRICE £60,000 +

Residential

(plus fees)

Lancashire OL11 3HH

#### A Two Bedroomed Mid Town House

The property is situated in the popular residential area of Marland within walking distance of Springfield Park with all the usual local amenities available nearby. Briefly comprising entrance hall, lounge, kitchen/diner, two bedrooms and a shower room with the benefit of gas central heating, majority PVCu double glazing and good sized gardens to the front and rear.

109 Kingsland Road, Rochdale,

Please note that there are solar panels to the rear of this property and is suitable for cash purchasers only. There is an additional Buyers Premium of £1,140 including VAT on this lot.

Ground Floor: Entrance Hall, Lounge, Kitchen/Diner

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

Outside: There are gardens to the front and rear of the property with off road parking to the front.

#### Additional Fees

Buyer's Premium: There is an additional Buyers Premium of £1,140 including VAT on this lot.

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

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

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





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

#### Residential

## 17 Pegasus Court, Bury Road, Rochdale, Lancash<u>i</u>re OL11 4EA

\*GUIDE PRICE

£20,000 £ 0,0 0 lus fees)

#### A e Bed omed irst or Apartment

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

#### Description

**Ground Floor:** Communal Entrance

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

#### **Additional Fees**

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

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

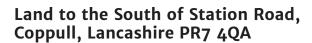
auctionhouse.co.uk

\*Description on Auction Information Page



**Tenure:** See Legal Pack **Local Authority:** Lancashire County Council **Energy Performance Rating (EPC):** N/A

#### Land



\*GUIDE PRICE

£10,000 - £20,000 (plus fees)

## A Parcel of Land Extending to Approximately 0.8 Acres (0.32 Hectares)

Appealing to speculators and local residents!!! The land extends to approximately 0.8 acres (0.32 hectares) and is located close to popular residential estates, with ease of access to local amenities. Could be suitable for a number of uses subject to the necessary planning consents (Please contact Chorley Council, http://chorley.gov.uk). Potential purchasers must satisfy themselves that the proposed use of the land is acceptable prior to bidding.

Please note that there is a Buyers Premium of £1,200 including VAT on this lot.

#### **Additional Fees**

Buyer's Premium: Please note that there is a Buyers Premium of £1,200 including VAT on this lot.

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

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



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

#### Residential



## Apartments 1 & 2, 561 Huddersfield Road, Oldham, Lancashire OL4 3NY

\*GUIDE PRICE

£100,000 - £120,000 (plus fees)

#### Planning Consent Granted For Two Duplex Apartments Plus Loft Rooms &

Planning consent was granted in March 2016 for the conversion of the former Public House into 3 Apartments Application number: PA/337158/15. On offer is the potential to create two of the apartments, more particularly shown edged red on the plans, each providing three bedroomed accommodation over three floors together with an extension to the rear. Initial works have already been undertaken so this is a great opportunity for the builder/developer looking for a ready to go project.

#### Description

On completion the apartments will comprise the following:

**Apartment One:** Ground Floor: Lounge, Kitchen, Dining Room & WC. First Floor: Landing, Two bedrooms & Bathroom. Second Floor: Bedroom.Gross Internal Floor Area Approximately 1,036sq ft/96.24 sq m

**Apartment Two:** Ground Floor: Lounge/Diner, Kitchen & WC. First Floor: Landing, Two Bedrooms & Bathroom. Second Floor: Bedroom. Gross Internal Floor Area Approximately 99259 ft/92.1559 m

#### **Additional Fees**

 $\begin{array}{l} \textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee} \\ \text{of 0.6\% inc VAT, subject to a minimum of £900 inc VAT} \\ \end{array}$ 

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

\*Description on Auction Information Page







Residential

#### 24a High Street East, Glossop, Lancashire SK13 8DA

\*GUIDE PRICE

£40,000 - £50,000 (plus fees)

#### A Two Bedroomed Triplex Apartment

If you want to buy in Glossop this must be one of, if not the, cheapest properties available. Whilst requiring refurbishment throughout, once improved, it will be perfect for the First Time Buyer or Buy to Let investor. Perfectly situated being within walking distance of the main retailing area of Glossop Town Centre. Briefly comprises, Lounge, Dining Room, Kitchen, Two Bedrooms and a Bathroom.

#### Description

**Ground Floor:** Entrance Hall, Kitchen **First Floor:** Landing, Lounge, Dining Room, Bathroom **Second Floor:** Landing, Attic Bedroom One, Attic Bedroom Two

#### Additional Foos

 $\begin{tabular}{ll} \textbf{Administration Charge:} & Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT \\ \end{tabular}$ 

 $\begin{tabular}{ll} \textbf{Disbursements:} & Please see legal pack for any disbursements that may become payable by the purchaser on completion. \end{tabular}$ 

Tenure: See legal pack
Local Authority: Derbyshire County Council
Energy Performance Rating (EPC): Current Rating G

auctionhouse.co.uk







**Tenure:** See legal pack **Local Authority:** Bolton Metropolitan Borough Council **Energy Performance Rating (EPC):** Current Rating D

#### **Residential Investments**

## 30 Mobberley Road, Bolton, Lancashire BL2 5AW

\*GUIDE PRICE

£80,000 - £90,000 (plus fees)

## A Semi Detached House Converted Into a 5 Bedroomed Multi Let Property Producing £16,640pa/£1,386pcm

Occupying a pleasant outlook over the Crescent this semi detached house has been converted into a multi let property producing £16,640pa/£1,386pcm inclusive of all household bills and Council Tax. See legal pack regarding licensing. To the rear is a further Annex/Store that could be converted to provide additional, self contained lettable, accommodation. Briefly comprises, Hall, Five Letting Rooms, Kitchen, Bathroom and Separate WC. Benefits from gas central Heating with a new boiler installed approximately 2 years ago. There is a garden to the front and annex to the rear. The sale includes all furnishings and white goods.

#### Description

**Ground Floor:** Room One currently Let at £70/week, Room Two currently Let at £60/week, Kitchen

**First Floor:** Landing, Room Three currently Let at £70/week, Room Four currently Let at £70/week, Room Five currently Let at £50/week, Bathroom with 3 piece suite, Separate WC

Outside: There is a Garden to the front and an annex/store to the rear.

#### **Additional Fees**

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

 ${\bf Disbursements:}$  Please see legal pack for any disbursements that may become payable by the purchaser on completion.

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\*Description on Auction Information Page

## **LEGAL PACKS**







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

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



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

#### Residential

#### 64 Albert Street, Royton, Lancashire OL2 5UF

\*GUIDE PRICE

£60,000 - £70,000 (plus fees)

#### A Three Bedroomed Mid Terraced Property

Situated in a popular area close to Royton Cricket Club, and within easy reach of the amenities of Royton Town Centre. The accommodation is over three floors and briefly comprises entrance vestibule, lounge, kitchen, three bedrooms and a bathroom with the benefit of PVCu double glazing and gas central heating (some radiators require refitting). Whilst the property requires some refurbishment this could make a great family home or an ideal buy to let investment. Please note there may be contents remaining inside and outside the property upon completion.

#### Description

**Ground Floor:** Entrance Vestibule, Lounge, Kitchen

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

Second Floor: Bedroom Three

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 £900 inc VAT

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

\*Description on Auction Information Page







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

#### **Commercial**



\*GUIDE PRICE

£65,000 - £75,000 (plus fees)

#### **Spacious Retail and Office Accommodation**

Great commercial location within Droylsden Town Centre and close to local amenities, transport links and the Metrolink station being close by. Briefly comprises ground floor, entrance vestibule, office/retail space, kitchen, wc and to the first floor, two offices and shower area to the rear with the benefit of PVCu double glazing. The premises could be suitable for a number of uses, including possible conversion of the upper floor to residential, subject to the necessary planning consents. Potential purchasers must satisfy themselves that the proposed use of the premises is acceptable prior to bidding.

Ground Floor: Entrance Vestibule, Office/Retail, Kitchen, WC First Floor: Front Office, Rear Office, Shower Area

Outside: There is a yard to the rear.

#### Additional Fees

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



#### Land

10

Land on the South West Side of Aitken Street, Irwell Vale, Rossendale, Lancashire BLO oQG

\*GUIDE PRICE

£20,000 - £30,000 (plus fees)

#### Land Adjacent To The River Irwell

Situated in the hamlet of Irwell Vale, two miles south of Haslingden and adjacent to the River Irwell. Interested parties are to do their own due diligence before purchasing the site. Please see Title Plan for size and location of the plot of land on offer.

Tenure: See Legal Pack
Local Authority: Lancashire County Council
Energy Performance Rating (EPC): N/A

#### **Additional Fees**

 $\begin{array}{l} \textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee} \\ \text{of 0.6\% inc VAT, subject to a minimum of £900 inc VAT} \\ \end{array}$ 

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

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\*Description on Auction Information Page



#### Residential



## 79 Bond Street, Rochdale, Lancashire OL12 9DG

\*GUIDE PRICE

£50,000 - £60,000 (plus fees)

#### A Two Bedroomed End Terraced Property

Situated off Buckley Road within a small row of terraced houses, close to local amenities and approximately 1 mile to the Rochdale Infirmary. Whilst not inspected we believe the property to comprise lounge, kitchen, two bedrooms and a bathroom with the benefit of gas central heating and PVCu double glazing.

#### Description

Ground Floor: Lounge, Kitchen

**First Floor:** Landing, Bedroom One, Bedroom Two, Bathroom **Outside:** There is forecourt to the front and a yard to the rear of the property.

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

#### Additional Fees

 $\textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee of 0.6\% inc VAT, subject to a minimum of £900 inc VAT \\$ 

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



#### Land

12

Plots 36 & 37, Land to the West of the River Tonge, Rear of Halton Street, Bolton, Lancashire BL2 1JT

\*GUIDE PRICE
NIL RESERVE (plus fees)

Plots 36 & 37 Being a Freehold Parcel of a larger 1.1 Acre Site Overlooking the River Tonge

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

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

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

#### **Additional Fees**

 $\label{lem:def:Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT$ 

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

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\*Description on Auction Information Page

# **Next Auction Date**Monday 20th May 2019

## NOW TAKING ENTRIES FOR THIS AUCTION

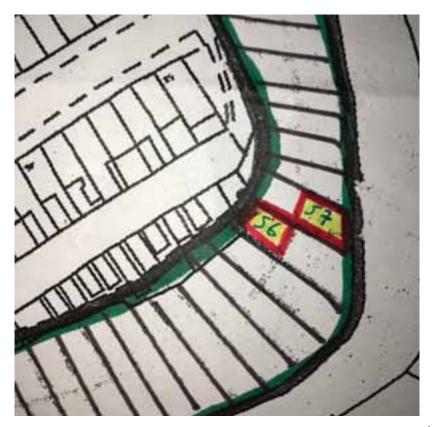
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Land

Plots 56 & 57, Land to the West of the River Tonge, Rear of Halton Street, Bolton, Lancashire BL2 1JT

\*GUIDE PRICE

NIL RESERVE (plus fees)

Plots 56 & 57 Being a Freehold Parcel of a larger 1.1 Acre Site **Overlooking the River Tonge** 

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

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

Tenure: See legal pack Local Authority: Bolton 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 £900 inc VAT

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

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Tenure: See legal pack

Local Authority: Bolton Council Energy Performance Rating (EPC): N/A \*Description on Auction Information Page



#### Land

Plots 34 & 58, Land to the West of the River Tonge, Rear of Halton Street, Bolton, Lancashire BL2 1JT

\*GUIDE PRICE

**NIL RESERVE** (plus fees)

#### Plots 34 & 58 Being a Freehold Parcel of a larger 1.1 Acre Site **Overlooking the River Tonge**

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

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

#### **Additional Fees**

 $\textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee of 0.6\% inc VAT, subject to a minimum of £900 inc VAT$ 

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

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ghunt@ryder-dutton.co.uk







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

#### Residential



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

\*GUIDE PRICE

£100,000 - £120,000 (plus fees)

#### **A Two Bedroomed Detached Cottage**

Situated in the village of Grindleton in the heart of the Ribble Valley this delightful 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**

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

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

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\*Description on Auction Information Page



## Residential Investments

vistle,

#### 8 Oak Street, Oswaldtwistle, Accrington, Lancashire BB5 3JZ

\*GUIDE PRICE

£25,000 - £35,000 (plus fees)

## A Tenanted Two Bedroomed End Terraced Property Producing £4,500pa (£375pcm)

Located in this ever popular residential location with excellent access to local amenities, schools and bus routes. The property is occupied under an Assured Shorthold Tenancy producing £4,500pa (£375pcm). Whilst not inspected we believe the property to comprise lounge, kitchen, two bedrooms and a bathroom with the benefit of gas central heating.

#### Description

Ground Floor: Lounge, Kitchen

**First Floor:** Landing, Bedroom One, Bedroom Two, Bathroom **Outside:** There is a yard to the rear of the property.

## Ad Ad Tenure: See Legal Pack of

**Local Authority:** Lancashire County Council **Energy Performance Rating (EPC):** Current Rating E

#### Additional Foos

 $\label{lem:def:Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT$ 

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



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

#### **Residential Investments**

# 17

#### 20 Holyrood Road, Prestwich, Manchester M25 1PD

\*GUIDE PRICE

£110,000 + (plus fees)

#### A Three Bedroomed Semi Detached House Producing £9,000pa/ £750pcm

Occupying a very popular location with good access to local amenities, shops, transport links into Manchester and being close to Heaton Park will ensure that this property will be attractive to the Buy to Let investor. Currently tenanted under an AST at a rental of £9,000pa/£750pcm. Whilst not inspected by Auction House Manchester we understand the accommodation to comprise, Hall, Lounge/Dining Room, Kitchen, Three Bedrooms and Bathroom. There are gardens to the front and rear and off road parking. The property has suffered from subsidence so is suitable for cash buyers only. There is no access for viewing, the tenant must not be disturbed.

#### Description

Whilst not inspected by Auction House Manchester previous agents particulars show the accommodation to be as follows:

Ground Floor: Hall, Lounge/Dining Room, Kitchen

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

**Outside:** There are gardens to the front and rear and off road parking to the front.

#### Additional Fees

 $\textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee of 0.6\% inc VAT, subject to a minimum of £900 inc VAT$ 

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

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\*Description on Auction Information Page







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

#### Residential

Apartment 7, Conway Court, 13 - 15 Park Road, Lytham, St Anne's, Lancashire FY8 1PW

\*GUIDE PRICE

£35,000 - £45,000 (plus fees)

#### A First Floor Studio Apartment

Located in this attractive apartment building and with the undoubted benefit of covenants preventing sub-letting makes this the perfect Retirement/Holiday Home for the person looking to become part of a settled community. Superbly positioned with easy access to all Town Centre Shops, Bars and Restaurants and within walking distance of the sea front. Briefly comprises, Bedsitting Room with cleverly concealed fold down bed to maximise the living space, Kitchen and Bathroom. Benefits from Double Glazing, Gas Central Heating and Car Park Space to the front. This would make a great starter home or would suit someone looking for easily managed, well maintained accommodation in walking distance of all facilities.

#### Description

Ground Floor: Communal Entrance Hall

First Floor: Bedsitting Room, Kitchen, Bathroom

 $\mbox{\bf Outside:}\mbox{ To the front is a designated parking space within the private car park.}$ 

#### Additional Fees

**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 D

## Residential Investments

# 19

#### 4 Walter Street, Huncoat, Accrington, Lancashire BB5 6NE

\*GUIDE PRICE

£25,000 - £35,000 (plus fees)

## A Tenanted Two Bedroomed Mid Terraced Property Producing £4,080pa (£340pcm)

Situated in a popular area of Huncoat, within walking distance of schools and a short distance to local amenities and network links to Accrington Town Centre, Blackburn and Burnley. The property is occupied under an Assured Shorthold Tenancy producing £4,080pa (£340pcm). Whilst not inspected we believe the property to comprise lounge, kitchen, two bedrooms and a bathroom with the benefit of gas central heating.

#### Description

Ground Floor: Lounge, Kitchen

**First Floor:** Landing, Bedroom One, Bedroom Two, Bathroom **Outside:** There is a yard to the rear of the property.

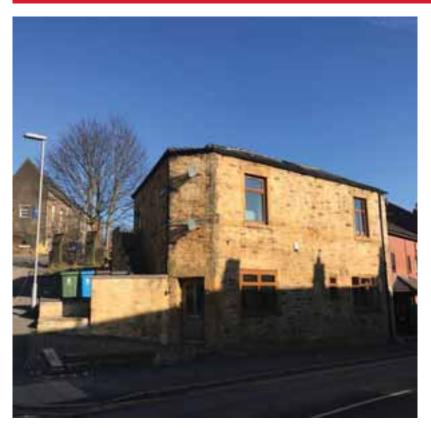
#### Additional Fees

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

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

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\*Description on Auction Information Page



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

#### **Residential Investments**



237 – 239 Oldham Road, Springhead, Oldham, Lancashire OL4 4QL

\*GUIDE PRICE

£150,000 + (plus fees)

#### Two Large Self Contained Two Bedroomed Apartments Producing £11,520pa/ £960pcm

Situated on the fringe of Grotton village these apartments have been constructed to an extremely good standard and offer spacious, two bedroomed, accommodation each with their own separate entrance and external space. Whilst we have not had sight of any documentation we are advised that each is let, informally, at £48opcm/£5,76opcm. Each comprises, Lounge/Kitchen, Two Bedrooms & Bathroom. Benefitting from Gas Central Heating and Double Glazing. Externally there are two parking spaces and each benefits from their own external space.

#### Description

**Ground Floor Number 237:** Lounge/Kitchen, Inner Hall, Bedroom One, Bedroom Two. Bathroom.

**Upper Ground Floor Number 239:** Lounge/Kitchen, Inner Hall, Bedroom One, Bedroom Two, Bathroom.

**Outside:** There are two car parking spaces plus a patio serving number 237 and a decked area serving 239.

#### Additional Fees

 $\begin{tabular}{ll} \textbf{Disbursements:} & Please see legal pack for any disbursements that may become payable by the purchaser on completion. \end{tabular}$ 









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

#### Residential

## 141 Block Lane, Chadderton, Oldham, Lancashire OL9 7SB

\*GUIDE PRICE

£55,000 - £65,000 (plus fees)

#### A Two Bedroomed Semi Detached Property

Situated in this popular area of Chadderton being close to Oldham Town Centre, local amenities including schools and the Metrolink. Briefly comprising entrance vestibule, lounge, kitchen, two bedrooms and a bathroom. Now requiring refurbishment throughout this property offers great potential to landlords, investors and owner occupiers. Please note there is a further buyers premium of £600 inc VAT payable on this lot.

#### Description

Ground Floor: Lounge, Kitchen

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

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

the property.

#### **Additional Fees**

Buyer's Premium: Please note there is a further buyers premium of £600 inc VAT payable on this lot.

 $\begin{tabular}{ll} \textbf{Administration Charge:} & \textbf{Purchasers will be required to pay an administration fee} \\ \textbf{of 0.6\% inc VAT, subject to a minimum of £900 inc VAT} \\ \end{tabular}$ 

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

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\*Description on Auction Information Page



#### **Residential Investments**

14 Dyson Street, Blackburn, Lancashire BB2 3RZ

\*GUIDE PRICE

£35,000 - £45,000 (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**

 $\begin{array}{l} \textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee} \\ \text{of 0.6\% inc VAT, subject to a minimum of £900 inc VAT} \\ \end{array}$ 

**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

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

#### Residential for improvement



#### 34 Cheetham Hill Road, Stalybridge, Cheshire SK15 1TU

\*GUIDE PRICE

£85,000 + (plus fees)

#### A Two Bedroomed Plus Attic Room Mid Terraced House

Located in a very convenient position with easy access to Stalybridge Town Centre, schools and the local railway station. Now requiring refurbishment and upgrading throughout. Briefly comprises, Hall, Lounge, Dining Room, Kitchen, Rear Porch, Two Bedrooms, Bathroom, Attic Room & Cellar. There are gardens to the front and rear. This good sized terrace is perfect for the Builder/Investor.

Please note there is a further buyers premium of £900 including VAT payable on this Lot.

#### Description

**Ground Floor:** Hall, Lounge, Dining Room, Kitchen Area **First Floor:** Landing, Bedroom One, Bedroom Two, Bathroom

Second Floor: Attic Room

Cella

Outside: There are gardens to the front and rear.

#### **Additional Fees**

 $\bf Buyer's\ Premium:$  Please note there is a further buyers premium of £900 including VAT payable on this Lot.

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

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

auctionhouse.co.uk

\*Description on Auction Information Page





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

#### Land

## Land adjacent to 1 Lancaster Avenue, Whitefield, Manchester M45 6DX

\*GUIDE PRICE

£5,000 - £10,000 (plus fees)

#### Permission In Principle Granted for the Construction of a Two Storey Detached House

The land, more particularly shown edged red on the attached plan, offers a rare opportunity to construct a two storey detached house in this popular location, close to all amenities and within easy reach of the main retailing area of Whitefield and Junction 19 of the M60 Motorway. Notice in Principle, Application Number 63568, was granted on 6th February 2019 for the construction of a two storey detached dwelling with off street parking. See legal pack for a copy of the notice and further information can be obtained on the planning website for Bury Metropolitan Borough Council. A suggested scheme has been prepared but this has not been approved and interested parties must satisfy themselves as to the suitability of their proposals with the planning authority.

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

#### Additional Fees

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

**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 C

#### Commercial

# 25

## 19-21 Market Place, Heywood, Lancashire OL10 1LA

\*GUIDE PRICE

£125,000 - £150,000 (plus fees)

#### **Two Three Storey Retail Units**

The premises are located on the main High Street of Heywood and comprises of two three storey retail units. Internally the property comprises open plan sales area with storage, kitchen and WC facilities across the first and second floor plus basement storage. Approximately 1 ½ miles from Junction 19 of the M62 motorway and just over 2 miles from Junction 2 of the M66 motorway. The property would be suitable for a variety of retail uses, subject to the relevant planning consent and there is potential for residential conversion subject to the relevant planning approval. Please note there may be some contents remaining in the property upon completion.

#### Description

**19 Market Place:** Ground Floor – 51.94 sq.m (559 sq.ft) stairs to first floor, First Floor – 28.71 sq.m (309 sq.ft) stairs to second floor, Second Floor – 32.52 sq.m (350 sq.ft), Basement – 94.39 sq.m (1,016 sq.ft)

**21 Market Place:** Ground Floor — 70.24 sq.m (756 sq.ft), First Floor — 31.50 sq.m (339 sq.ft), Second Floor — 22.02 sq.m (237 sq.ft)

#### **Additional Fees**

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

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

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\*Description on Auction Information Page



#### **Residential Investments**



## 13 Spring Hill Road, Accrington, Lancashire BB5 OEX

\*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.

#### 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.

Tenure: See Legal Pack

Local Authority: Lancashire County Council

Energy Performance Rating (EPC): Current Rating TBC

#### Additional Fees

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





#### Residential

#### 107 Raper Street, Greenacres, Oldham, Lancashire OL4 2BL

\*GUIDE PRICE

£45,000 - £55,000 (plus fees)

#### A Two Bedroomed Mid Terraced House

This ready to occupy, recently refurbished, house is perfect for the First Time Buyer or Buy to Let Investor. Situated in a popular location on the outskirts of Oldham Town Centre the property benefits from  $% \left\{ 1,2,...,n\right\}$ nearby shops, including supermarkets, schools and transport links. Briefly comprises, Vestibule, Lounge, Kitchen, Two Bedrooms and Shower Room. Benefits from Gas Central Heating and Double Glazing.

Ground Floor: Vestibule, Lounge, Kitchen

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

Outside: To the rear is an enclosed yard.

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 £900 inc VAT

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

\*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** 



**Tenanted Properties** 



Residential Investments



**Development Propositions** 



**Building Land** 



Mixed Use Properties



Commercial Investments



Unique Properties



Amenity Land and Other Property

0161 925 3254 manchester@auctionhouse.co.uk





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

#### **Commercial**

## 43 & 43A York Street, Blackpool, Lancashire FY1 5AQ

\*GUIDE PRICE

£60,000 - £70,000 (plus fees)

#### A Former 11 Bedroomed Guest House Plus Self Contained Flat

Great location and potential being close to the seafront and within 2 miles of the Pleasure Beech. This busy part of the town is undergoing a significant amount of regeneration and this is a superb opportunity for the next owners to take advantage of this. Now requiring refurbishing throughout the property briefly comprises, Hall, Two Reception Rooms, 11 Bedrooms 4 being en-suite, Two Shower Rooms and Separate 1 Bedroomed Self Contained Flat. The property is adjacent to 15 Coop Street which is also being offered in the sale offering a great opportunity to combine them into one large property. There may be some contents remaining in the property on completion. Please note there will be a further Buyers Premium of £600 including VAT payable on this Lot.

#### Description

**Ground Floor:** Hall, Reception, Office, Reception Room, A One Bedroomed Apartment (Not inspected)

First Floor: Landing, Shower Room & WC, Bedroom One, Bedroom Two, Bedroom Three, Bedroom Four, Bedroom Five with en-suite, Bedroom Six with en-suite

**Second Floor:** Landing, Shower Room & WC, Bedroom Seven, Bedroom Eight, Bedroom nine, Bedroom Ten with en-suite, Bedroom Eleven with en-suite

#### **Additional Fees**

Buyer's Premium: Please note there will be a further Buyers Premium of £600 including VAT payable on this Lot.

 $\textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee of 0.6\% inc VAT, subject to a minimum of £900 inc VAT$ 

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

auctionhouse.co.uk

\*Description on Auction Information Page







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

#### Residential



\*GUIDE PRICE

£65,000 + (plus fees)

#### A Mid Terraced House

Situated in this popular area, close to all amenities and with good access to Manchester City Centre this property is perfect for the First Time Buyer or investor being located in an area where there is good rental demand. Briefly comprises, Vestibule, Hall, Lounge, Dining Room, Kitchen, Three Rooms to the first floor and Bathroom. Benefits from Gas Central Heating and Double Glazing. There is a forecourt garden and to the rear is an enclosed yard. Please note there may be some contents remaining in the property upon completion.

#### Description

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

**First Floor:** Landing, Room One, Room Two, Room Three, Bathroom **Outside:** There is a forecourt garden and, to the rear, is an enclosed yard.

#### Additional Fees

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





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

#### Residential



#### 13 Queen Street, Burnley, Lancashire BB10 2HE

\*GUIDE PRICE

£75,000 - £85,000 (plus fees)

#### An End Terraced Property Converted into Two One Bedroomed Flats

Calling all Landlords and Investors!!! A great potential investment being approximately 1 ½ miles to Burnley General Teaching Hospital and close to local amenities. Whilst not yet inspected we believe each flat briefly comprises lounge, kitchen, a bedroom and a bathroom with the benefit of gas central heating.

#### Description

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

First Floor: Landing, Lounge, Kitchen, Bedroom, Bathroom

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

#### Additional Fees

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

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

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\*Description on Auction Information Page







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

#### Residential



#### 13 York Avenue, Coppice, Oldham, Lancashire OL8 4BY

\*GUIDE PRICE

£125,000 - £150,000 (plus fees)

#### A Substantial Three Bedroomed Semi Detached Family Home

Located within popular Coppice, sitting within a quiet location and close to local shops, schools and transport links. Briefly comprising entrance porch, hallway, lounge, dining room, kitchen, conservatory, three generous bedrooms and a bathroom with the benefit of gas central heating, PVCu double glazing and gardens to the front and rear. Please note there may be some contents remaining in the property upon completion.

#### Description

**Ground Floor:** Entrance Porch, Hallway, Lounge, Dining Room, Kitchen, Conservatory

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

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

#### Additional Fee

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



# EXPERTS IN AUCTION PROPERTIES

E 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

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

## Residential for improvement



#### 15 Coop Street, Blackpool, Lancashire FY1 5AJ

\*GUIDE PRICE

£50,000 - £60,000 (plus fees)

#### A Substantial Five Bedroomed Mid Terraced House

Very conveniently located, close to the sea front, this substantial double fronted terraced house would make a great family home or alternatively could be converted into an HMO or Guest House subject to any necessary planning consents. The property is adjacent to 43 York Street which is also being offered in the sale offering a great opportunity to combine them into one large property Briefly comprises, Hall, Lounge, Dining Room, Kitchen, WC, 5 Bedrooms, Dressing Room and 2 Shower Rooms. Whilst the property requires upgrading and refurbishment throughout, it has the benefit of double glazing. There may be some contents remaining in the property on completion

Please note there will be a further Buyers Premium of £600 including VAT payable on this Lot.

#### Description

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

First Floor: Landing, Bedroom One, Dressing Room, Bedroom Two, Shower Room Second Floor: Landing, Bedroom Three, Bedroom Four, Bedroom Five, Shower Room

#### **Additional Fees**

Buyer's Premium: Please note there will be a further Buyers Premium of £600 including VAT payable on this Lot.

 $\begin{tabular}{ll} \textbf{Administration Charge:} & \textbf{Purchasers will be required to pay an administration fee} \\ \textbf{of 0.6\% inc VAT, subject to a minimum of £900 inc VAT} \\ \end{tabular}$ 

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

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\*Description on Auction Information Page



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

#### Residential for improvement



## 10 Dalton Street, Failsworth, Manchester M35 oDU

\*GUIDE PRICE

£55,000 - £65,000 (plus fees)

#### A Two Bedroomed Mid Terraced House

In need of some repair and refurbishment this is ideal for the Builder/ Developer looking to add value. Briefly comprises, Entrance Vestibule, Lounge, Kitchen, Two Bedrooms & Bathroom. Benefits from Double Glazing. To the rear is an enclosed yard. Great location for access to Oldham and Manchester Centre's as well as being close to a Metrolink Station which will ensure that the property will be attractive to First Time Buyers and Tenants once improved. Please note there may be some contents remaining inside and outside the property upon completion.

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

#### Description

Ground Floor: Lounge, Kitchen

**First Floor:** Landing, Bedroom One, Bedroom Two, Bathroom **Outside:** To the rear is an enclosed yard.

#### **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 £900 inc VAT

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







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

#### Residential



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

\*GUIDE PRICE

£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 £900 inc VAT

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

\*Description on Auction Information Page

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Residential

## 8 Newman Street, Smallbridge, Rochdale, Lancashire OL16 2PT

\*GUIDE PRICE

£45,000 - £55,000 (plus fees)

#### A Two Bedroomed Mid Terraced House

Situated in Smallbridge close to local amenities whilst having easy access to Rochdale and Littleborough centres, Metrolink and the Motorway Network. Briefly comprises, Lounge, Kitchen/Diner, Two Bedrooms and Bathroom. Benefits from Gas Central Heating and Double Glazing. To the rear is an courtyard garden. Perfect for the investor. Please note there is a further buyers premium of £1,200 inc VAT payable on this lot.

#### Description

Ground Floor: Lounge, Kitchen/Diner

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

Outside: To the rear is a courtyard garden.

#### 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 £900 inc VAT

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

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



#### **Amenity Land**

# 36

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

\*GUIDE PRICE

£15,000 - £20,000 (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 £900 inc VAT

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

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\*Description on Auction Information Page





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

#### Residential



## 622 Rochdale Road, Todmorden, Lancashire OL14 7SL

\*GUIDE PRICE

£100,000 - £120,000 (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 ½ 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.

#### 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 £900 inc VAT

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

# 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

SOLD PRICE: £2,000



Land At Estate Street, Oldham

350sq yds/293sq m

SOLD PRICE: £5,000 plus



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





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

#### **Commercial**

#### 24 Glodwick Road, Oldham, Lancashire OL4 1AH

\*GUIDE PRICE

£45,000 - £55,000 (plus fees)

## A Vacant Detached Two Storey Retail/Office Premises Plus Hoarding Generating an Income of £500pa

Located at the corner of Glodwick Road and Park Road, these premises could be suitable for a number of uses, including possible conversion of the upper floor to residential, subject to the necessary planning consents. Potential purchasers must satisfy themselves that the proposed use of the premises is acceptable prior to bidding. Briefly comprising retail space to the ground floor and four rooms to the first floor. Please note that there is an income of £500 per annum generated from the advertising hoarding on the gable wall. Please note there may be some contents remaining in the property upon completion.

#### Description

**Ground Floor:** Entrance to Ground Floor, Front Retail Space, Rear Retail Space with store rooms, Separate Entrance to First Floor

First Floor: Landing, Room One, Room Two, Room Three, Room Four

#### **Additional Fees**

 $\textbf{Administration Charge:} \ \text{Purchasers will be required to pay an administration fee of 0.6\% inc VAT, subject to a minimum of £900 inc VAT$ 

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

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\*Description on Auction Information Page







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

#### Residential



\*GUIDE PRICE

£155,000 - £165,000 (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 ensuite & 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, Bedroom Two, Bedroom Three, Bathroom

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

#### Additional Fees

**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



#### **Residential for improvement**

## 113 Napier Street East, Coppice, Oldham, Lancashire OL8 1TS

\*GUIDE PRICE

£35,000 - £45,000 (plus fees)

#### A Two Bedroomed End Terraced House

A deceptively spacious end terraced property with the rare benefit of a garage/store situated in this ever popular area and within easy reach of Oldham Town Centre and local amenities. Briefly comprises, Vestibule, Lounge, Dining Room, Kitchen, Two Bedrooms and Bathroom. To the rear is a garage/store. Now requiring modernisation throughout this is perfect for the builder/developer. There may be some contents remaining in the property on completion.

#### **Description:**

**Ground Floor:** Entrance Vestibule, Lounge, Dining Room, Kitchen **First Floor:** Landing, Bedroom One, Bedroom Two with access to: Bathroom **Outside:** To the rear is an enclosed yard and Garage/Store.

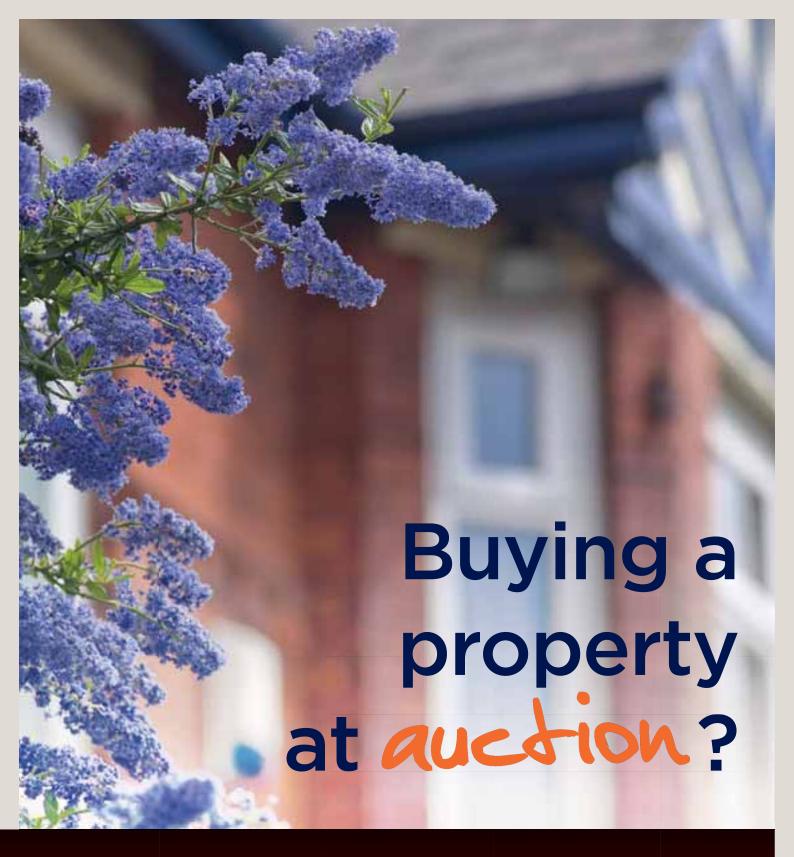
#### **Additional Fees**

 $\begin{tabular}{ll} \textbf{Administration Charge:} & Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £900 inc VAT \\ \end{tabular}$ 

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

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Manchester 0161 655 6636



## NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISA	TION FOR BIDDING	BY PROXY OR TELEPHOR	NE		Proxy	Telephone
Full Name (s):						
Name of Comp	any (if applicable):					
Home or Company (address):				Po	ostcode:	
Tel:			Mobile:			
Email:						
Hereby authori	se Auction House to bid or	n my behalf by proxy / telephor	ne (delete	as applicable) bid f	or the prop	erty detailed below.
I confirm that out overleaf.	have read and understood	the General Conditions of Sale	e and signe	ed the Conditions o	f Bidding b	y Proxy or Telephone set
PROPERTY .	AND BID DETAILS					
Lot No.:	Prope	erty Address:				
My maximum	bid (proxy bids only) will l	pe: £				
(amount in wo	rds):					
DEPOSIT (ti	ck as applicable)					
OR	VAT/ £900 (£750 + VAT the catalogue or legal pac		arge) and	any buyers premiu	m payable	
My cheque of	£					TEN (amount ii applicable)
I hereby author	ise Auction House to unde	ertake Proof of Identification ch	ecks using	the information p	rovided.	
Date of Birth		Period living at current add	ess	N	I Number	
Passport Numb	per					
Driving Licence						
Previous addre 6 months	ss if less than					
SOLICITORS	<b>,</b>					
My solicitors a	re:					
Of (address):						
				Po	ostcode:	
Tel:		Person	n Acting:			
bound purchas		ctioneer to sign the Memorand to above and must complete th				
Signed:					Date:	

#### TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

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

C:	Date:
Signed:	 Date:

## MEMORANDUM OF SALE



Property Address:						Lot No.	
						Price:	
The Vendor:							
The Purchaser:							
	Post Code:		Te	ı: [			
It is agreed that the Vendor provisions and the terms an				acco	ompanying particulars and *cond	litions of sale	e subject to their
Purchase Price:	£						
Less Deposit:	£						
Balance:	£						
Dated:							
Completion Date:	AS PER SPECIAL CONDITIONS OF SALE OR 20 BUSINESS DAYS AFTER THE CONTRACT DATE			SINESS DAYS			
Signed:							
As Agents for the Ven		Agent for Vendor	the denosit in	the	form		
of:	luoi we uckii		The deposit in		. 101111		
Dated:							
Signed:							
8							
	The Purchas	er					
Purchasers Solicitor:							
	Post Code:		Te	l: [			
Vendors Solicitor:							
	Post Code:		Te	l: [			

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

<sup>\*</sup> 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.

## **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**

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

- 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 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

- 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.

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

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

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

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.

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.

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.

#### One of the auction conduct conditions or sales conditions.

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

Inspace and the due 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 indebtness (not including a rentcharge).

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.)

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).

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

Particulars

The corticulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

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.

#### ale 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 rec

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.

Those of the sale conditions so headed that relate to the lot.

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").

Transfer of Undertakings (Protection of Employment) Regulations 2006.

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**

#### INTRODUCTION

- Words in bold type have special meanings, which are defined A1.1
- Words in bold type have special meanings, which are defined in the Glossary.

  The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied 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.

#### OUR ROLE

- OUR ROLE

  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.

  Our decision on the conduct of the auction is final.

  We may cancel the auction, or alter the order in which lots
- 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. 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 lose.

#### BIDDING AND RESERVE PRICES A3.1

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

  We may refuse to accept a bid. We do not have to explain
- If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

  Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If
- (Which may be rixed 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.

  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.
- seller.

  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

#### THE PARTICULARS AND OTHER INFORMATION

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. If the special conditions do not contain a description of the

If the special contains 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.

or a legal contract.
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. 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. document.

#### THE CONTRACT

- 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.
- make the successful bid for a lot. You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable). 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.

  If you do not we may either:
  (a) as agent for the seller treat that failure as your

(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 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

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.

- We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared
- 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.
- Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

#### EXTRA AUCTION CONDUCT CONDITIONS

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 Glossan

#### THE LOT

- 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.
- The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- 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.
- 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
  - (c) notices, orders, demands, proposals and requirements of
  - (d) induces, orders, definations, 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) outgoings 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.
- know about.

  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.

  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.
- The lot does not include any tenant's or trade fixtures or
- 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.
  The buyer buys with full knowledge of: (a) the documents, whether or not the buyer has read them;

## COMMON AUCTION CONDITIONS (EDITION 3)

#### REPRODUCED WITH THE CONSENT OF THE RICS

(b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.

The buyer is not to rely on the information contained in the

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.

- 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). 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.
- 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.
- to the person entitled to it under the sale conditions. 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. Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

  BETWEEN CONTRACT AND COMPLETION

  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;

  - 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 as the reliable to the seller for any claim;

- 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. 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.
- Section 47 of the Law of Property Act 1925 does not apply. Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

#### TITLE AND IDENTITY

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

    (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.

  - 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. 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
  - (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.

    Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- 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
  - these are to be treated as willing 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.

- The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract. 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. The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mentances and attence (if any lack is processed).
- 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.

- Unless a form of transfer is prescribed by the special conditions:
  - 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 65.2 applies) five business days before that date
    or (if later) two business days after the draft has been
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

  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.
- The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

#### COMPLETION

- 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.
- The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.

  Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account;
- (b) the release of any deposit held by a stakeholder.
- 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
- 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.

  Where applicable the contract remains in force following completion.

#### NOTICE TO COMPLETE

- NOTICE TO COMPLETE

  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.

  The person giving the notice must be ready to complete. If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:

  (a) terminate the contract;
  (b) claim the deposit and any interest on it if held by a stakeholder;
- - stakeholder.
  - (c) forfeit the deposit and any interest on it; (d) resell the lot; and
- (d) resell the lot; and (e) claim damages from the buyer. If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has: (a) terminate the contract; and (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

  IF THE CONTRACT IS BROUGHT TO AN END

- IF THE CONTRACT IS BROUGHT TO AN END
  If the contract is lawfully brought to an end:
  (a) the buyer must return all papers to the seller and appoints
  the seller its agent to cancel any registration of the
  contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

#### LANDLORD'S LICENCE

- Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies. The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully
- 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.
- The seller must:

  (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- The buyer must:
  - (a) promptly provide references and other relevant information; and
- information; and (b) comply with the landlord's lawful requirements. 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.

#### INTEREST AND APPORTIONMENTS

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.
- Income and outgoings are to be apportioned at actual completion date unless:
  - (a) the buyer is liable to pay interest; and
  - (a) the buyer is liable to pay interest; and (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- Apportionments are to be calculated on the basis that:
  - (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;

  - made;
    (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the data when the appoint is known. of the date when the amount is known.

#### **ARREARS**

Part 1 Current rent

- "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.
- 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.
- Parts 2 and 3 of this condition G11 do not apply to arrears of G11.3 current rent.

Part 2 Buyer to pay for arrears

- Part 2 Buyer to pay for arrears
  Part 2 of this condition G11 applies where the special
  conditions give details of arrears.

  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.

  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 2 Buyer not to pay for arrears.
- Part 3 Buyer not to pay for arrears
  Part 3 of this condition G11 applies where the special conditions:
  - (a) so state: or
- (b) give no details of any arrears. While any arrears due to the seller remain unpaid the buyer must:

  - must:

    (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;

    (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment.
  - calculated on a daily basis for each subsequent day's delay in payment);
    (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
    (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
    (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due, and (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

    Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency
- without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

#### MANAGEMENT

- This condition G12 applies where the lot is sold subject to tenancies.

  - tenancies.
    The seller is to manage the lot in accordance with its standard management policies pending completion.
    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 greement to grant a new
    - 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.

#### RENT DEPOSITS

- 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.
- 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. Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment

## **COMMON AUCTION CONDITIONS (EDITION 3)**

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in which the buver covenants with the seller to:

- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach:
- (c) give such direct covenant to the tenant; and (d) give such direct covenant to the tenant as may be required by the rent deposit deed.

WAT
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.
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.

#### TRANSFER AS A GOING CONCERN Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

- treated as a transfer or a going concern, and
  (b) this condition G15 applies.

  The seller confirms that the seller
  (a) is registered for VAT, either in the seller's name or as a
  member of the same VAT group; and
  (b) has (unless the sale is a standard-rated supply) made in
  relation to the lot a VAT option that remains valid and will
  not be revoked before completion.

  The hungr confirms that:
- not be revoked before completion.
  The buyer confirms that:
  (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
  (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
  (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  (d) it is not buying the lot as a nominee for another person. The buyer is to give to the seller as early as possible before the agreed completion date evidence:
  (a) of the buyer's VAT registration;
  (b) that the buyer has made a VAT option; and
  (c) that the VAT option has been notified in writing to HM

- (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion
- The buyer confirms that after completion the buyer intends
  - (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies, and (b) collect the rents payable under the tenancies and charge
  - VAT on them
- VAI on them
  If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
  (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
  (b) the buyer must within five business days of receipt of the

  - (A) the buyer must within his business days in receipt of the VAT invoice pay to the seller the VAT due; and id 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.

- CAPITAL ALLOWANCES
  This condition G16 applies where the special conditions state that there are capital allowances available in respect of the
- lot. 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. The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- The seller and buyer agree:
  - (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
  - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### MAINTENANCE AGREEMENTS

- 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.
- The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

#### LANDLORD AND TENANT ACT 1987

- This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act
- 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. G18.2

- SALE BY PRACTITIONER
  This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
  The practitioner has been duly appointed and is empowered to sell the lot.
- to sell the lot. 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.
- - The lot is sold:
    (a) in its condition at completion;
  - (b) for such title as the seller may have; and

(c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

- Where relevant:
  - wnere relevant:

    (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and

    (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1025

  - The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

- If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- effect.

  If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

  (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.

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

  (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

  - the buyer on completion.

    The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

#### ENVIRONMENTAL

- This condition G21 only applies where the special conditions
- 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.
- The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

#### SERVICE CHARGE

- This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.

  No apportionment is to be made at completion in respect of
- No apportionment is to be made at completion in respect of service charges.

  Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

  (a) service charge expenditure attributable to each tenancy;

  (b) payments on account of service charge received from each tenant;

  - (c) any amounts due from a tenant that have not been received;
    (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

    In respect of each tenancy, if the service charge account shows that:
- - (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the ten
- 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. 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.
- If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

  (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
  - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

#### RENT REVIEWS

- 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.
- 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.
- ronsent not to be unreasonably withheld or delayed.
  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.
  The seller must promptly:

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

  (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
  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.

  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.
- 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.
  The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

#### TENANCY RENEWALS

- 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.
- under that Act.

  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.

  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.

  Following completion the buyer must:
- - (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant
  - (c) if any increased rent is recovered from the tenant, (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

    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.
- G24.5 to this.

#### WARRANTIES

- Available warranties are listed in the special conditions.
- Where a warranty is assignable the **seller** must:
- where a warranty is assignable the seller must:

  (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and

  (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.

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

#### 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.

#### REGISTRATION AT THE LAND REGISTRY

- This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon
  - as practicable:

    (a) procure that it becomes registered at Land Registry as
  - proprietor of the lot;
    (b) procure that all rights granted and reserved by the lease
- (c) produce that all rights grained and reserved by the lease under which the lot is held are properly noted against the affected titles; and (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

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

#### NOTICES AND OTHER COMMUNICATIONS

- 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.
- A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person
  - to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- A communication is to be treated as received:
  (a) when delivered, if delivered by hand, or
  (b) when personally acknowledged, if made electronically;
  but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next
- communication is to be treated as received on the next business day. 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

#### 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.

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Apartment 3, The Gateway Salford Guide Price: £35,000 - £45,000



18 Gladstone Street Todmorden Guide Price: £20,000 - £30,000



Hope Chapel, Wilson Street Rochdale Guide Price: £110,000 - £130,000



33 Amberley Walk Chadderton



Land off Kent Street Oldham Nil Reserve



SOLD £40,000

20 Brocklehurst Street Manchester Guide Price: £36,000 plus



75 Cecil Street, Dukinfield Guide Price: £35,000 - £45,000



89 Currier Lane, Ashton-under-Lyne Guide Price: £225,000 plus



74 Coppice Street, Oldham Guide Price: £25,000 - £35,000



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