

**AUCTION  
HOUSE**

**MANCHESTER**

**Tuesday**  
**22nd October 2019**  
**12.00 noon**

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



# AUCTION VENUE



**Tuesday 22nd October 2019**  
**12.00 noon**

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



Visitors directions on the day

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

Now Taking Entries for our next auction

**10th December 2019**

Please call for your free appraisal

**0161 925 3254**

**AUCTION  
HOUSE**

**MANCHESTER**

[auctionhouse.co.uk/manchester](http://auctionhouse.co.uk/manchester)



# MESSAGE FROM THE AUCTIONEERS



Ian Hill BSc (EstMan)  
FRICS  
Director



Amanda Lamont  
MNAVA  
Manager/Valuer



Victoria Hindle  
Registration



Yvette Taylor  
Administrator



Sarah Lynn  
Administrator

## Is There A Better Time To Buy In The North?

According to Accountancy giants KPMG there probably couldn't be a better time. In their latest market review they predict price falls of up to 7 1/2% in London and over 5% in Wales and the East Midlands over the next year whilst predicting price rises in the North West, so don't miss out!

This positive feeling is being reflected in our Manchester Auction Room with high attendances and a big increase in interest from bidders in the South East and from overseas. Whilst we all have to put up with the daily Brexit shenanigans it's clear where these buyers, who traditionally bought in London and the South East, think is the best place for their money.

Today we have the usual mix of already tenanted income producing investments with Gross Returns in excess of 10% of even the top of the Guide Price. Some perfect winter refurbishment projects and some ideal starter Buy to Let opportunities for the first time investors with very low Guides.

Some of the star Lots include Highfield House Guided at £320,000+ being the opportunity to create that forever dream home. Or perhaps you're looking for that perfect retirement bungalow, so what about 25 Holts Lane Guided at £125,000+? Maybe you want to be part of the Prince's Gate

Development in Oldham so what better way than to acquire the iconic 17-21 Mumps Guided at £250,000 - £300,000 situated at the very heart of it? And for those with Equestrian leanings surely you can't do better than Besom Hill End Farm with all its potential and 15 acres of land Guided at £300,000+?

For those of you wanting to sell your properties prior to the winter weather setting in don't miss out on the opportunity to enter yours into our December 10th Auction. For those existing Landlords thinking that they need to wait until the property becomes empty before selling it, well don't! Why risk a property being empty and the costs it incurs when we have large scale landlords looking to buying such stock?

So whatever Residential or Commercial property/ land you have be it vacant, tenanted, in need of refurbishment or with development potential speak to myself or Amanda and we can be your solution to have it SOLD before the year end currently offering FREE ENTRY and NO SALE NO FEE.

Good Luck with your bidding!

Ian Hill  
Director

## INTRODUCING AGENTS



## NEXT AUCTION DATES

10th December 2019 • 4th February 2020 • 16th March 2020 • 12th May 2020

# AUCTION INFORMATION



**Administration Charge** Purchasers will be required to pay by cheque, an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 (£900 + VAT) or the fixed figure as stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction. Some lots may carry additional charges, please check the catalogue description and legal pack.



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



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



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



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



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



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



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



**Energy Performance Certificates (EPCs)** Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at [auctionhouse.co.uk](http://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](http://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](http://auctionhouse.co.uk) All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



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



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



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

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

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



# ORDER OF SALE

**Tuesday 22nd October 2019 12.00 noon**

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

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	Apt D 31 Silchester Drive, Manchester	£55,000 – £65,000	Residential Investment
2	Apt 1 12/14 Todmorden Road, Bacup, Lancashire	£20,000 – £30,000	Residential
3	12 Baywood Street, Harpurhey, Manchester	£80,000 – £100,000	Residential
4	67 Stanley Street, Accrington, Lancashire	£40,000 – £50,000	Residential
5	Highfield House, Quarry Road, Romiley, Stockport	£320,000+	Residential
6	7 Higher Bent Gap, Blackburn, Lancashire	£75,000+	Residential
7	22M Montgomery House, Demesne Road, Manchester	£5,000 – £10,000	Residential Investment
8	Land at the Junction of Spring Vale/ Hanson Street, Middleton, Manchester	£100,000 – £120,000	Land
9	423 Market Street, Whitworth, Rochdale, Lancashire	£80,000 – £100,000	Residential
10	23 Middelgate, Garden Suburb, Oldham, Lancashire	£150,000+	Residential
11	Apt 3 12/14 Todmorden Road, Bacup, Lancashire	£20,000 – £30,000	Residential
12	7 Maudsley Street, Accrington, Lancashire	£30,000 – £40,000	Residential
13	Plots 56 & 57 Land to the West of The River Tonge, Rear of Halton Street, Bolton, Lancashire	NIL RESERVE	Land
14	49 Chauncy Road, Moston, Manchester	£75,000+	Residential
15	25 Holts Lane, Pitses, Oldham, Lancashire	£125,000+	Residential
16	Flat 4, 44a Cecil Road, Blackley, Manchester	£40,000 – £50,000	Residential Investment
17	16 Sandy Lane, Dobcross, Lancashire	£100,000 – £120,000	Residential for Improvement
18	17-21 Mumps, Oldham, Lancashire	£250,000 – £300,000	Commercial
19	Besom Hill End Farm, 817 Ripponden Road, Oldham, Lancashire	£300,000+	Residential for Improvement
20	38 Melton Street, Heywood, Lancashire	£60,000 – £70,000	Residential
21	Flat 5, 44a Cecil Road, Blackley, Manchester	£40,000 – £50,000	Residential Investment
22	Three Storage Pods, GB066, GB154 & GC013, Ashroyd Business Park, Barnsley, South Yorkshire	NIL RESERVE	Commercial
23	Apt 34 Old School Court, 2 Old School Drive, Blackley, Manchester	£25,000 – £35,000	Residential
23a	50 Cooke Street, Failsworth, Manchester	£65,000+	Residential
24	34 Hudrake, Haslingden, Lancashire	£75,000 – £85,000	Residential
25	27 Gordon Avenue, Oldham, Lancashire	£55,000 – £65,000	Residential
26	152 Cog Lane, Burnley, Lancashire	£30,000 – £40,000	Residential
27	17 Park View Court, St Anns Road, Prestwich, Lancashire	£80,000 – £90,000	Residential Investment
28	68 & 68a King William Street, Blackburn, Lancashire	£85,000+	Commercial
29	13 Milton Street, Mossley, Lancashire	£80,000 – £100,000	Residential
30	83 Sixth Street, Horden, Peterlee, County Durham	£15,000+	Residential
31	41 Scholes Drive, New Moston, Manchester	£80,000 – £100,000	Residential
32	2 Ethel Avenue, Blackley, Manchester	£45,000 – £55,000	Residential Investment

**\*Description on Auction Information page**



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



## Residential Investments

### Apt D 31 Silchester Drive, Manchester M40 8BP

**\*GUIDE PRICE**

**£55,000 - £65,000 (plus fees)**

**A Tenanted Two Bedroomed First Floor Apartment Producing £7,200pa (£600pcm)**

Situated approximately 2 miles to Manchester City Centre and close to local amenities, shops, schools. Whilst not inspected we believe the apartment to comprise entrance hall, open plan lounge, kitchen, two bedrooms and a bathroom. We have not yet had sight of any documentation but we have been advised that the property is occupied under an Assured Shorthold Tenancy producing £7,200pa (£600pcm). **Please note that there will be a Buyers Premium of £1,140 inclusive of VAT.**

#### Description

**Whilst not inspected we believe the apartment to comprise:**

**Ground Floor:** Communal Entrance

**First Floor:** Entrance Hall, Open Plan Lounge/Kitchen, Bedroom One, Bedroom Two, Bathroom

#### Additional Fees

**Buyer's Premium:** Please note that there will be a Buyers Premium of £1,140 inclusive of VAT.

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



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



## Residential

### Apt 1, 12/14 Todmorden Road, Bacup, Lancashire OL13 9BN

**\*GUIDE PRICE**

**£20,000 - £30,000 (plus fees)**

**A One Bedroomed Ground Floor Apartment**

Having recently been refurbished the property is now perfect for the Buy to Let investor offering the potential for a good return on a modest outlay. The apartment has the benefit of it's own private entrance making it completely self contained. Briefly comprises, Vestibule, Lounge, Inner Hall, Kitchen, Bedroom and Bathroom. Benefitting from Gas Central Heating and Double Glazing. Great location being within walking distance of the Town Centre.

#### Description

**Ground Floor:** Entrance Vestibule, Lounge, Inner Hall, Kitchen, Bedroom, Bathroom

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



**Tenure:** See legal pack

**Local Authority:** Manchester City Council

**Energy Performance Rating (EPC):** Current Rating TBC

3

## Residential

### 12 Baywood Street, Harpurhey, Manchester M9 5XJ

**\*GUIDE PRICE**

**£80,000 - £100,000 (plus fees)**

#### A Three Storey Four Bedroomed Mid Town House

With Four Double Bedrooms and Three Bath/Shower Rooms this property offers great potential for the Buy to Let Investor especially for those looking for a house which can be easily converted into an HMO. The property is much larger than the average property on the Street and briefly comprises, Hall, Lounge, Dining Room, Kitchen, Four Bedrooms, Two Shower Rooms and Bathroom. Benefits from Gas Central Heating and Double Glazing. Great location with easy access to a range of local shops, North Manchester General Hospital and Manchester City Centre which is only two miles away. Please note there may be some contents remaining in the property upon completion.

#### Description

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

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

**Second Floor:** Landing, Bedroom Three, Bedroom Four, Shower Room

**Outside:** To the front there is a small Forecourt and to the rear is an enclosed yard.

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



**Tenure:** See legal pack

**Local Authority:** Lancashire County Council & Hyndburn Borough Council

**Energy Performance Rating (EPC):** Current Rating D

4

## Residential

### 67 Stanley Street, Accrington, Lancashire BB5 6PQ

**\*GUIDE PRICE**

**£40,000 - £50,000 (plus fees)**

#### A Two Bedroomed Mid Terraced House

This ready to occupy property has recently been redecorated and is perfect for the Buy to Let Investor or First Time Buyer. Briefly comprises, Lounge, Kitchen, two Bedrooms and Bathroom. To the rear is an enclosed yard. Great location, being within walking distance of the Town Centre, so sure to be of interest to prospective future tenants and the good quality fittings are certain to be attractive to interested parties in this area where there is a strong rental demand.

#### Description

**Ground Floor:** Lounge, Kitchen

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

**Outside:** To the rear is an enclosed yard

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)





## Residential

5

### Highfield House, Quarry Road, Romiley, Stockport SK6 4BA

**\*GUIDE PRICE**

**£320,000 +** (plus fees)

#### A Four Bedroomed Detached House

Situated in a secluded and highly sought after location this detached property offers extensive and spacious accommodation but now requires some upgrading and refurbishment. Briefly comprises, Porch, Hall, WC, Lounge, Study, Kitchen, Utility Room, Dining Room, Conservatory, Four Bedrooms and Bathroom. There are mature gardens surrounding the property together with a double garage and ample additional off road parking. Occupying a good sized plot, surrounded by mature shrubs and trees and accessed via electronically controlled gates ensures that it would make a great family home. Please note there will be contents remaining inside and outside the property upon completion.

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

#### Description

**Ground Floor:** Porch, Entrance Hall, WC, Lounge, Study, Dining Room, Kitchen, Utility Room, Conservatory

**First Floor:** Landing, Bedroom One with En-suite WC & whb, Bedroom Two, Bedroom Three, Bedroom Four, Bathroom

**Outside:** The property is accessed via electronically controlled gates leading to a detached double garage plus ample off road parking. The house is surrounded by mature gardens.

**Tenure:** See legal pack

**Local Authority:** Stockport Council

**Energy Performance Rating (EPC):** Current Rating D

#### Additional Fees

**Buyers Premium:** Please note there is a further buyers premium of £1,140 inc VAT

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



## Residential

6

### 7 Higher Bent Gap, Blackburn, Lancashire BB2 1QG

**\*GUIDE PRICE**

**£75,000 +** (plus fees)

#### A Two Bedroomed Character Cottage plus Planning Consent for an adjoining Three Bedroomed House with Attic Playroom

Situated within a secluded location this must be one of the oldest properties in the area dating back over 200 years. Currently a Two Bedroomed Cottage with a large garden and off road parking briefly comprising, Vestibule, Lounge, Kitchen, Two Bedrooms & Bathroom. Benefits from Gas Central Heating and Double Glazing. In addition planning consent, Application no. 10/08/0442, was granted in 2008 for the construction of a Three Bedroomed plus Attic Room Dwelling to the side. Work was commenced, including the installation of foundations, to ensure that the approval remains alive. See legal pack for further plans and the planning approval. Ideal for the owner occupier looking for a characterful property with a substantial garden incorporating mature trees and the ability to extend and create a four bedroomed house. Alternatively, it would be perfect for a builder looking to add significant value and perhaps create a development of two lettable properties.

#### Description

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

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

**Outside:** To the front and side are good sized garden areas bounded by mature trees and, to the rear, is an enclosed yard.

**Tenure:** See legal pack

**Local Authority:** Blackburn and Darwen Council

**Energy Performance Rating (EPC):** Current Rating E

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)





## Residential Investments

7

### 22M Montgomery House, Demesne Road, Manchester M16 8PH

**\*GUIDE PRICE**

**£5,000 - £10,000 (plus fees)**

#### Tenanted Student Pod Accommodation Producing £87per week

Montgomery House lies on the South side of Alexandra Park and provides low cost rental accommodation. Ideally located for University Students and for access to Manchester City Centre. The property comprises Ground Floor "Pod" accommodation of a Bedroom/Sitting Room with wash hand basin and benefits from communal kitchen and bathroom facilities. Our client advises that because it's one of the larger pods it has been let during every year of their ownership and was refurbished prior to the current tenancy. There is also a communal garden. The property is let for a 40 week term from 20th September 2019 at a rental of £87 per week which will generate £3,480 during this period. There is potential for a summer Let and the vendor has earned a further £600 in the past during this period, although this is not guaranteed.

**Please note there is a Buyers Premium of £1,500 inclusive of VAT.**

#### Description

Bedroom/Sitting Room and wash hand basin.

#### Additional Fees

**Buyer's Premium:** Please note there is a Buyers Premium of £1,500 inclusive of VAT.

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

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

**Tenure:** See legal pack

**Local Authority:** Manchester City Council

**Energy Performance Rating (EPC):** Current Rating C

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



## Land

8

### Land at the Junction of Spring Vale/Hanson Street, Middleton, Manchester M24 2HS

**\*GUIDE PRICE**

**£100,000 - £120,000 (plus fees)**

#### 0.5 Acre/0.2 Hectare Residential Development Site with Planning for 4 Apartments and 3 Houses

Situated at the junction of Spring Vale and Hanson Street within easy reach of Middleton Town Centre the site has the benefit of Planning Permission granted on 14th February 2019, application number 18/00468/FUL, for the erection of a block of four apartments and 3 houses with associated parking and landscaping. Each apartment will comprise approximately 668sq ft/62sq m and each house approximately 1,054sq ft/98sq m. This is a great opportunity for a developer to acquire a site with the main planning work having been undertaken. There is evidence of Japanese Knotweed on the site, however, an insurance backed treatment plan has been undertaken. See legal pack for further information.

#### Additional Fees

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

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

**Tenure:** See legal pack

**Local Authority:** Rochdale Council

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



**Tenure:** See legal pack  
**Local Authority:** Lancashire Council & Rossendale Council  
**Energy Performance Rating (EPC):** Current Rating D



## Residential

### 423 Market Street, Whitworth, Rochdale, Lancashire OL12 8QL

#### \*GUIDE PRICE

**£80,000 - £100,000 (plus fees)**

#### A Four Storey Three Bedroomed Mid Terraced House

With spacious accommodation spread over four floors and with separate access at Ground Floor and Lower Ground Floor level this property offers great potential for someone looking to reconfigure the accommodation to maximize the potential income subject to obtaining any necessary consents. Briefly comprises, Lounge, Kitchen/Diner, WC, Three Double Bedrooms, Bathroom, Integral Garage and Stores. There is off road parking for two cars to the rear. The property enjoys superb views over the valley to the rear and occupies a great location midway between Rochdale and Bacup Town Centre's and only a short distance from Whitworth Village Centre.

#### Description

**Lower Ground Floor:** Entrance Hall, Garage/Workroom, Store Room

**Ground Floor:** Lounge, Kitchen/Diner, WC

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

**Second Floor:** Landing, Bedroom Three, Dressing Room, Store Room

**Outside:** To the rear is parking for two cars.

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



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



## Residential

### 23 Middlegate, Garden Suburb, Oldham, Lancashire OL8 3AH

#### \*GUIDE PRICE

**£150,000 + (plus fees)**

#### A Fully Refurbished Three Bedroomed Semi Detached Property

This property must be viewed to appreciate the original features and character. Briefly comprising entrance hall, lounge, dining room, a kitchen with small storage area, three bedrooms and a bathroom with separate wc plus the benefits of gas central heating and double glazing. Sitting in the ever popular area of Garden suburb, the property is close to shops and schools. The property sits within a good sized plot with gardens to the front and rear with a large driveway for 3/4 cars.

#### Description

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

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

**Outside:** There are gardens to the front and rear with a large driveway for 3/4 cars.

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)

# EXPERTS IN AUCTION PROPERTIES

*& on hand to give you legal advice*



SALE



PURCHASE



BUY TO LET



LENDER  
SERVICES



NEW LEASES  
& TITLE SPLITS



PROPERTY  
FINANCE



CONVERSIONS



TENANCY  
AGREEMENTS



AUCTION  
PACKS

Call us today for expert advice: 0800 103 2600  
or visit our website: [www.russellrussell.co.uk](http://www.russellrussell.co.uk)





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

11

## Residential

### Apt 3, 12/14 Todmorden Road, Bacup, Lancashire OL13 9BN

#### \*GUIDE PRICE

**£20,000 - £30,000 (plus fees)**

#### A One Bedroomed Second Floor Apartment

Having recently been refurbished the property is now perfect for the Buy to Let investor offering the potential for a good return on a modest outlay. Briefly comprises, Lounge, Inner Hall, Kitchen, Bedroom, Store Room and Bathroom. Benefitting from Gas Central Heating and Double Glazing. Great location being within walking distance of the Town Centre.

#### Description

**Ground Floor:** Entrance Area

**First Floor:** Private Entrance Hall

**Second Floor:** Lounge, Inner Hall, Kitchen/Diner, Bedroom, Store Room, Bathroom

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



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

12

## Residential

### 7 Maudsley Street, Accrington, Lancashire BB5 6AD

#### \*GUIDE PRICE

**£30,000 - £40,000 (plus fees)**

#### A Two Bedroomed End Terraced Property

With easy access to local shops plus being only a short distance from the Town Centre will ensure good demand from both tenants and owner occupiers. Briefly comprising Lounge, Kitchen, Two Bedrooms and a Bathroom with the benefits of gas central heating and PVCu Double Glazing.

**Please note there is a further Buyers Premium of £500 including VAT.**

#### Description

**Ground Floor:** Lounge, Kitchen, Bathroom

**First Floor:** Landing, Bedroom One, Bedroom Two accessed via Bedroom One

**Outside:** There is a small yard to the rear of the property.

#### Additional Fees

**Buyer's Premium:** Please note there is a further Buyers Premium of £500 including VAT.

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



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

## Land

13

**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.**

### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



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

## Residential

14

**49 Chauncy Road, Moston, Manchester M40 3GG**

**\*GUIDE PRICE**

**£75,000 +** (plus fees)

**A Substantial Three Bedroomed Mid Terraced Property**

Situated in the popular and convenient area of New Moston. This property boasts spacious accommodation and whilst requiring refurbishment throughout this could potentially make a great family home. Comprising Hall, Lounge, Dining Room, Kitchen, Three Bedrooms and a Bathroom with gas central heating and majority double glazing. Please note there may be contents remaining in the property upon completion.

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

### Description

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

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

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

### Additional Fees

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

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)





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

15

## Residential

### 25 Holts Lane, Pitses, Oldham, Lancashire OL4 5NJ

**\*GUIDE PRICE**  
**£125,000 +** (plus fees)

#### A Two Bedroomed Detached True Bungalow

Situated in this quiet location and enjoying superb rural views this Detached True Bungalow occupies a good sized plot in this very popular area. Briefly comprises, Porch, Hall, Lounge, Kitchen/Diner, Rear Hall, Utility Room, Two Bedrooms, Bathroom and Integral Garage. Benefits from Gas Central Heating and Double Glazing. There are gardens to the front and rear together with additional off road parking. The property would benefit from a modernisation programme making this an excellent winter project for someone looking to add considerable value and create a superb home. Please note there may be some contents remaining in the property upon completion.

#### Description

Porch, Entrance Hall, Lounge, Kitchen/Diner, Rear Hall, Utility Room, Bedroom One, Bedroom Two, Bathroom, Integral Garage

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

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



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

16

## Residential Investments

### Flat 4, 44a Cecil Road, Blackley, Manchester M9 6RQ

**\*GUIDE PRICE**  
**£40,000 - £50,000** (plus fees)

#### A Tenanted One Bedroomed Top Floor Apartment Producing £6,300pa/£525pcm

Located within this two storey block the apartment is situated in an excellent location for easy access to Manchester City Centre and the M60 Motorway. Not inspected by Auction House Manchester but understood to comprise, Entrance Hall, Lounge/Diner, Kitchen, Bedroom and Bathroom. There is a car parking space. Whilst we have not had sight of the tenancy we are advised that the property is let under the terms of an AST at a rental of £6,300pa/£525pcm.

#### Description

**Whilst not inspected by Auction House Manchester we understand the property to comprise the following:**

**First Floor:** Entrance Hall, Lounge/Diner, Kitchen, Bedroom, Bathroom  
**Outside:** There is a car parking space.

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)





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

17

## Residential for improvement

### 16 Sandy Lane, Dobcross, Saddleworth, Lancashire OL3 5AG

**\*GUIDE PRICE**

**£100,000 - £120,000 (plus fees)**

#### A Three Storey Mid Terraced Cottage

A delightful Grade II listed cottage situated in the heart of Dobcross with fine views. Lounge, kitchen/diner, double bedroom (fitted wardrobes) and bathroom/wc. Courtyard at the front. Charm and character in abundance, exposed beams and mullioned windows with the benefit of gas central heating. Please note that there has been some structural movement which prospective buyers may consider requires further investigation.

#### Description

**Ground Floor:** Kitchen/Diner

**First Floor:** Landing, Lounge

**Second Floor:** Landing, Bedroom, Bathroom/WC

**Outside:** There is a forecourt to the front.

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



18

## Commercial

### 17-21 Mumps, Oldham, Lancashire OL1 3TL

**\*GUIDE PRICE**

**£250,000 - £300,000 (plus fees)**

#### Detached Part Tenanted Town Centre Premises Comprising a Gross Internal Area of approximately 12,000sq ft/1,114sq m plus Basement

Situated in the very heart of the proposed Prince's Gate Development this iconic building has the opportunity to be a major and prominent feature. Providing accommodation over 4 floors plus a basement the property offers the potential to create modern and sought after accommodation in keeping with the surrounding ambitious proposals. The Ground Floor is currently tenanted at a rental of £10,000pa but the remainder of the building is vacant. The £60 million plans for the area include:

- 28,650sq ft Lidl store
  - 68 Room Travelodge
  - Smaller Retail & Office Units
  - Upto 800 Homes & Apartments
  - 700 Car Parking Spaces
  - Upgrading of the Metrolink Station
  - Refurbishment of the Former Nat West Building
- Please note there may be contents remaining in the property upon completion.

**Outside:** To the rear of the property is an enclosed yard.

#### Additional Fees

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

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



## Residential for improvement

19

### Besom Hill End Farm, 817 Ripponden Road, Grains Bar, Oldham, Lancashire OL4 2LA

**\*GUIDE PRICE**

**£300,000 +** (plus fees)

#### A Detached Farm House & Barn Set in Approximately 15 Acres

Rarely does a property like this offering the opportunity to create a stunning family home with the benefit of approximately 15 Acres of land come to the market. Now requiring complete renovation the property could, once refurbished and extended into the adjoining barn, create an amazing home of around 3,000sq ft/279sq m. There is more than enough space to extend the property further subject to obtaining any necessary consents. The Farm House briefly comprises Porch, Lounge, Kitchen, Three Bedrooms, Shower Room & Separate WC. Adjoining the house is a two storey barn part of the first floor of which has been incorporated into the house. Adjacent to the house are extensive garden areas together with a dilapidated former dairy. The remaining land is pasture. This is a once in a lifetime opportunity to acquire a property which is effectively a blank canvas and create a home that will enjoy some of the best views in the area. Interested parties should make their own enquiries with the Local Authority as to the suitability of their proposals prior to bidding.

#### Description

**Ground Floor:** Porch, Lounge, Kitchen, Barn

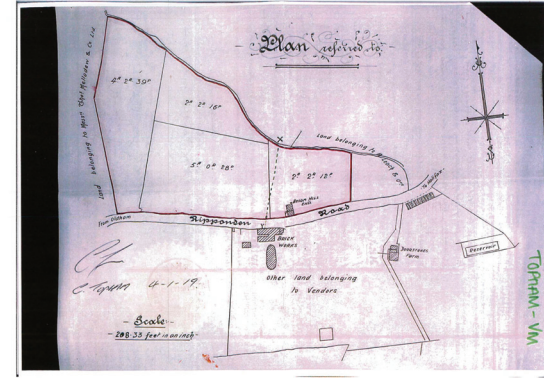
**First Floor:** Landing, Bedroom One, Bedroom Two, Bedroom Three, Shower Room, Separate WC, Barn with only ladder access currently

**Outside:** Adjacent to the property are garden areas and a dilapidated former dairy. The remaining land is pasture. The total site area is approximately 15 Acres shown edged red on the plan.

#### Additional Fees

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

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



**Tenure:** See legal pack

**Local Authority:** Oldham Council

**Energy Performance Rating (EPC):** Current Rating TBC

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



## Residential

20

### 38 Melton Street, Heywood, Lancashire OL10 3DX

**\*GUIDE PRICE**

**£60,000 - £70,000** (plus fees)

#### A Two Bedroomed Mid Terraced Property

The property is ideally positioned for access to local towns including Heywood and Bury with easy access to local schools and transport links. Briefly comprises entrance vestibule, lounge, kitchen/diner, two good sized bedrooms and a bathroom benefitting from gas central heating and majority double glazing.

#### Description

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

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

**Outside:** There is a forecourt to the front and a paved garden including brick sheds to the rear of the property.

Please note there may be contents remaining in the property upon completion.

#### Additional Fees

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

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

**Tenure:** See legal pack

**Local Authority:** Rochdale Council

**Energy Performance Rating (EPC):** Current Rating D

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)





21

## Residential Investments

### Flat 5, 44a Cecil Road, Blackley, Manchester M9 6RQ

**\*GUIDE PRICE**

**£40,000 - £50,000 (plus fees)**

**A Tenanted One Bedroomed Top Floor Apartment Producing £6,300pa/£525pcm**

Located within this two storey block the apartment is situated in an excellent location for easy access to Manchester City Centre and the M60 Motorway. Not inspected by Auction House Manchester but understood to comprise, Entrance Hall, Lounge/Diner, Kitchen, Bedroom and Bathroom. There is a car parking space. Whilst we have not had sight of the tenancy we are advised that the property is let under the terms of an AST at a rental of £6,300pa/£525pcm.

#### Description

**Whilst not inspected by Auction House Manchester we understand the property to comprise the following:**

**First Floor:** Entrance Hall, Lounge/Diner, Kitchen, Bedroom, Bathroom

**Outside:** There is a car parking space.

#### Additional Fees

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

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

**Tenure:** See legal pack

**Local Authority:** Manchester City Council

**Energy Performance Rating (EPC):** Current Rating C

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



22

## Commercial

### Three Storage Pods, GB066, GB154 & GC013, Ashroyd Business Park, Barnsley, South Yorkshire S74 9SB

**\*GUIDE PRICE**

**NIL RESERVE (plus fees)**

**Three Vacant Storage Units Approximately 125sq ft/11.61sq m**

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

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

#### Additional Fees

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

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

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

**Tenure:** See legal pack

**Local Authority:** Barnsley Council

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



# EXTRA PROTECTION FOR LANDLORDS

**RYDER &  
DUTTON**

CHARTERED SURVEYORS  
VALUERS • ESTATE AGENTS

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

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

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



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

**0161 626 6800**

**[www.ryder-dutton.co.uk](http://www.ryder-dutton.co.uk)**

**[ghunt@ryder-dutton.co.uk](mailto:ghunt@ryder-dutton.co.uk)**



23

## Residential

### Apt 34 Old School Court, Old School Drive, Blackley, Manchester M9 8DR

#### \*GUIDE PRICE

**£25,000 - £35,000** (plus fees)

#### A Spacious One Bedroomed Top Floor Apartment

Whilst the apartment would benefit from some upgrading this property would suit a both Buy to Let Landlords and owner occupiers alike. Located approximately 1/2 mile to North Manchester General Hospital and close to local amenities. Briefly comprises communal entrance, private hall, lounge/kitchen, bedroom and a bathroom. The apartment is double glazed and storage heaters are also installed. There will be some contents remaining in the property upon completion. We understand that works are required to the building, the cost of which will be shared between the owners of each apartment. The purchaser will be responsible for these costs, see legal pack for further information in this regard.

**Please note there is a further Buyers Premium of £900 inc VAT.**

#### Description

**Ground Floor:** Communal Entrance

**Top Floor:** Entrance Hall, Lounge/Kitchen, Bedroom, Bathroom

**Outside:** There are car parks and gardens surrounding the premises.

#### Additional Fees

**Buyer's Premium:** Please note there is a further Buyers Premium of £900 inc VAT.

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

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

**Tenure:** See legal pack

**Local Authority:** Manchester City Council

**Energy Performance Rating (EPC):** Current Rating F

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



23a

## Residential

### 50 Cooke Street, Failsworth, Manchester M35 9DF

#### \*GUIDE PRICE

**£65,000 +** (plus fees)

#### A Two Bedroomed Mid Terraced House

Perfect Buy to Let or First Time Buyer opportunity being within 3/4 mile of a Metrolink Station and the M60 Motorway. Further value could be added with some general updating. Briefly comprises, Lounge, Dining Room, Kitchen, Two Bedrooms and Bathroom. Benefits from Gas Central Heating and Double Glazing. There is an enclosed yard to the rear. There may be contents remaining in the property on completion. **Please note there is a further buyers premium of £900 inc VAT payable on this Lot.**

#### Description

**Ground Floor:** Lounge, Dining Room, 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 £900 inc VAT payable on this Lot.

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

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

**Tenure:** See legal pack

**Local Authority:** Oldham Council

**Energy Performance Rating (EPC):** Current Rating TBC

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



**Tenure:** See legal pack

**Local Authority:** Lancashire Council & Rossendale Council

**Energy Performance Rating (EPC):** Current Rating D

24

## Residential

### 34 Hudrake, Haslingden, Lancashire

**\*GUIDE PRICE**

**£75,000 - £85,000 (plus fees)**

#### A Three Bedroomed Three Storey Mid Terraced Property

A refurbished property which will appeal to both landlords and owner occupiers. Briefly comprising kitchen/diner, lounge, sitting room, three bedrooms and a bathroom with the benefit of gas central heating, double glazing and glorious views. Internal viewings are highly recommended.

#### Description

**Lower Ground Floor:** Kitchen/Diner

**Ground Floor:** Lounge, Sitting Room

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

**Outside:** There is a paved garden to the rear of the property.

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



25

## Residential

### 27 Gordon Avenue, Clarksfield, Oldham, Lancashire OL4 1QA

**\*GUIDE PRICE**

**£55,000 - £65,000 (plus fees)**

#### A Two Bedroomed Mid Terraced House

Situated on this quiet tree lined street in the centre of the popular Clarksfield area this two bedroomed property will be of interest to both Owner Occupiers and Investors. Briefly comprises, Lounge, Kitchen, Two Bedrooms and Bathroom. Benefits from Double Glazing and Gas Central Heating. There is a forecourt garden and a yard to the rear. The property would benefit from some upgrading and refurbishment so ideal for buyers looking to add value. Please note there may be contents remaining in the property upon completion.

#### Description:

**Ground Floor:** Lounge, Kitchen

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

**Outside:** There is a Forecourt Garden and, to the rear, is an enclosed yard.

#### Additional Fees

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

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

**Tenure:** See legal pack

**Local Authority:** Oldham Council

**Energy Performance Rating (EPC):** Current Rating C

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)





26

## Residential

### 152 Cog Lane, Burnley, Lancashire BB11 5BQ

**\*GUIDE PRICE**

**£30,000 - £40,000 (plus fees)**

#### A Two Bedroomed Mid Terraced House

Situated in this popular rental area which is currently benefiting from significant redevelopment makes this ideal for the investor. Briefly comprises, Vestibule, Lounge, Kitchen/Diner, Two Bedrooms and Bathroom. Benefits from Gas Central Heating. To the rear is an enclosed yard. Great location with easy access to the Town Centre.

**Please note there is a further buyers premium of £600 inc VAT payable on this lot.**

#### Description

**Not inspected by Auction House Manchester but previous agent's particulars show the accommodation to be as follows:**

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

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

**Outside:** To the rear is an enclosed yard.

#### Additional Fees

**Buyers Premium:** Please note there is a further buyers premium of £600 inc VAT

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

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

**Tenure:** See legal pack

**Local Authority:** Lancashire County Council

**Energy Performance Rating (EPC):** Current Rating TBC

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



27

## Residential Investments

### 17 Park View Court, St Anns Road, Prestwich, Lancashire M25 9QD

**\*GUIDE PRICE**

**£80,000 - £90,000 (plus fees)**

#### A Two Bedroomed Apartment Currently Producing an Income of £6,600pa/£550pcm

This property is situated in a convenient location within close proximity to Prestwich Village, metrolink station and motorway networks. Briefly comprising Entrance Hall, Lounge/Dining Room, Kitchen, Utility Room, Two Bedrooms, Bathroom. The property is occupied under Assured Shorthold Tenancy producing an income of £6,600pa/£550pcm.

#### Description

**Whilst not inspected by Auction House Manchester we believe the property comprises:**

**Ground Floor:** Communal Entrance

**Second Floor:** Entrance Hall, Lounge, Kitchen, Utility Room, Bedroom One, Bedroom Two, Bathroom

#### Additional Fees

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

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

**Tenure:** See legal pack

**Local Authority:** Bury Council

**Energy Performance Rating (EPC):** Current Rating TBC

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)

28

## Commercial

68 & 68A King William Street,  
Blackburn, Lancashire BB1 7AG

\*GUIDE PRICE

**£85,000 +** (plus fees)**A Town Centre Three Storey Shop/Offices**

The premises are located on one of the main retailing streets within Blackburn Town Centre in an area known for its speciality uses as well as a professional office area for Estate Agents and Solicitors. With a Gross Internal Area of 2,800sq ft/260sq m the property offers extensive accommodation over 3 Floors plus a Basement. Benefits from Gas Central Heating and on-street parking to the front. Great location with all town centre amenities within walking distance and suitable for a variety of uses.

**Description**

**Although not inspected by Auction House Manchester the Valuation Office confirms the following accommodation:**

**Ground Floor:** Sales, Offices

**First Floor:** Offices, WC

**Second Floor:** Offices/Staff Room, WC

**Basement:** Stores

**Additional Fees**

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

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



**Tenure:** See Legal Pack

**Local Authority:** Blackburn with Darwen Borough Council

**Energy Performance Rating (EPC):** Current Rating C

[auctionhouse.co.uk](http://auctionhouse.co.uk)

\*Description on Auction Information Page

29

## Residential

13 Milton Street, Mossley,  
Lancashire OL5 0SW

\*GUIDE PRICE

**£80,000 - £100,000** (plus fees)**A Two Bedroomed Mid Terraced Cottage**

The property is situated within a short walk from both Top and Bottom Mossley and their range of amenities. Whilst the property requires some modernisation it offers excellent potential to create a great home. Briefly comprises entrance vestibule, lounge, kitchen/diner, two bedrooms and a shower room with the benefits of gas central heating and PVCu double glazing. Viewing comes highly recommended.

**Description**

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

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

**Outside:** There is a small garden to the front and a generous split level garden to the rear.



**Tenure:** See legal pack

**Local Authority:** Tameside Council

**Energy Performance Rating (EPC):** Current Rating D

**Additional Fees**

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

\*Description on Auction Information Page



**Auction finance?**  
**Sit back, relax**  
**and we'll...**  
**make it happen**

- ☒ Auction Finance
- ☒ Refurbishment Projects
- ☒ Auction Purchase
- ☒ Development Funding
- ☒ Funds in 5 days
- ☒ 1-18 Month Facilities
- ☒ Investment & Personal Purchase

Call us today on **0151 639 7554** for hassle free fast access to finance  
[info@bridgingfinance-solutions.co.uk](mailto:info@bridgingfinance-solutions.co.uk) | [www.bridgingfinance-solutions.co.uk](http://www.bridgingfinance-solutions.co.uk)





30

## Residential

### 83 Sixth Street, Horden, Peterlee, County Durham SR8 4JX

**\*GUIDE PRICE**

**£15,000 +** (plus fees)

#### A Two Bedroomed Mid Terraced Property

The property is located close to schools, shops and transport links and is an ideal buy to let investment. Whilst not inspected we believe the property would benefit from a refurbishment and believe it to comprise lounge, kitchen, two bedrooms and a bathroom.

**Please note there is a further buyers premium of £900 inc VAT payable on this lot.**

#### Description

**Whilst not inspected we believe the property to comprise**

**Ground Floor:** Lounge, Kitchen

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

#### Additional Fees

**Buyers Premium:** Please note there is a further buyers premium of £900 inc VAT

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

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

**Tenure:** See legal pack

**Local Authority:** Durham County Council

**Energy Performance Rating (EPC):** Current Rating TBC

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)



31

## Residential

### 41 Scholes Drive, New Moston, Manchester M40 3RX

**\*GUIDE PRICE**

**£80,000 - £100,000** (plus fees)

#### A Three Bedroomed Semi Detached House

This extended Three Bedroomed house is situated in the popular area of New Moston and now requires refurbishing and modernizing making it an ideal winter project. Briefly comprises, Porch, Hall, Lounge, Dining Room, Kitchen, Conservatory, Three Bedrooms and Shower Room. Benefits from Double Glazing and Gas Central Heating. There is a garden to the front with off road parking and a large garden to the rear. Great location with easy access to Manchester City Centre and the M60 Motorway. Once refurbished this will make a great family home. Please note there may be some contents remaining in the property on completion.

#### Description

**Ground Floor:** Porch, Hall, Lounge, Dining Room, Kitchen, Conservatory

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

**Outside:** To the front is a garden and off road parking and to the rear is a large garden.



**Tenure:** See legal pack

**Local Authority:** Oldham Council

**Energy Performance Rating (EPC):** Current Rating F

#### Additional Fees

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

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

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)

**32**

## Residential Investments

### 2 Ethel Avenue, Blackley, Manchester M9 6RR

**\*GUIDE PRICE**

**£45,000 - £55,000 (plus fees)**

**A Tenanted Two Bedroomed End Terraced Property Producing £6,240pa (£520pcm)**

Calling all landlords and investors!!!! The property is in a popular location, offering easy access to Manchester city centre, motorway network, excellent public transport links and amenities. The property is occupied under an Assured Shorthold Tenancy producing £6,240pa (£520pcm). Whilst Auction House Manchester has not inspected the property, the vendor has advised that it comprises entrance, lounge, dining room, kitchen, two bedrooms and a bathroom with the benefit of gas central heating and double glazing.

**Description**

**Whilst not inspected we have been advised by the vendor that the property comprises:**

**Ground Floor:** Entrance, Dining Room, 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 with area set to lawn.

**Additional Fees**

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

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

**Tenure:** See legal pack

**Local Authority:** Manchester City Council

**Energy Performance Rating (EPC):** Current Rating D

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[\\*Description on Auction Information Page](#)

# Property Types for Auction

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



Properties for Improvement



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](mailto:manchester@auctionhouse.co.uk)



# Fast

# remortgages available

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

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

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

Contact your expert adviser today

## 0161 655 6633

Award-winning mortgage broker



**Mortgage  
Advice Bureau**

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

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

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



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

## **EVEN WORSE IT'S A FLY TIPPING NIGHTMARE?**

### PERHAPS IT'S TIME TO THINK AGAIN



**Land Off Kent Street,  
Oldham**

148sq yds/123sq m

**GUIDE PRICE: NIL RESERVE**

**SOLD PRICE: £21,000**



**Woodland, Harefield Drive,  
Heywood**

0.4 acres/0.16 hectares

**GUIDE PRICE: NIL RESERVE**

**SOLD PRICE: £2,000**



**Land At Estate Street,  
Oldham**

350sq yds/293sq m

**GUIDE PRICE: £5,000 plus**

**SOLD PRICE: £46,000**



**The Paddock, Harefield  
Drive, Heywood**

0.75 acres/0.3 hectares

Numerous Failed Planning Applications

**GUIDE PRICE:**

**£5,000-£10,000**

**SOLD PRICE: £19,250**



**Land Off Netherhey Street,  
Oldham**

0.4 acres/0.16 hectares

Landlocked

**GUIDE PRICE:**

**£20,000-£30,000**

**SOLD PRICE: £76,000**

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

Call: 0161 925 3254

Email: [manchester@auctionhouse.co.uk](mailto:manchester@auctionhouse.co.uk)

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

**AUCTION  
HOUSE**  
MANCHESTER

# MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

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

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

**AS PER SPECIAL CONDITIONS OF SALE OR 20 BUSINESS DAYS  
AFTER THE CONTRACT DATE**

Signed:

Authorised Agent for Vendor

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

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

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

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT plus Buyers Premium if applicable. Auction Administration Charge may be higher, as detailed in the catalogue lot description.

# NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Proxy

☐

Telephone

☐

Full Name (s):

Name of Company (if applicable):

Home or Company (address):  Postcode:

Tel:  Mobile:

Email:

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

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

## PROPERTY AND BID DETAILS

Lot No.:  Property Address:

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

(amount in words):

## DEPOSIT (tick as applicable)

☐

I attach a cheque for 10% of my proxy bid or £5000, whichever is the greater, plus 0.6% inc VAT/£1,080 (£900 +VAT) minimum (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

OR

☐

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include 0.6% inc VAT/£1,080 (£900 +VAT) minimum (Administration Charge) and any buyers premium payable as per any description in the catalogue or legal pack.

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

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

Date of Birth  Period living at current address  NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

## SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel:  Person Acting:

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

Signed:  Date:

**PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID**



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

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House Manchester, Edge View House, Salmon Fields Business Village, Royton OL2 6HT to arrive before 4pm one working day prior to the auction date. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% inc VAT/£1,080 (£900 +VAT) minimum and any additional buyers premium payable as per any description in the catalogue or legal pack should be added to the deposit cheque or a separate cheque should be made payable to Auction House Manchester.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: ..... Date: .....

Please sign this page and ensure the form overleaf is completed

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## INTRODUCTION

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

### GLOSSARY

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

### AUCTION CONDUCT CONDITIONS

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

### SALE CONDITIONS

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

### IMPORTANT NOTICE

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

- take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- read the conditions;
- inspect the lot;
- carry out usual searches and make usual enquiries;
- check the content of all available leases and other documents relating to the lot;
- check that what is said about the lot in the catalogue is accurate;
- have finance available for the deposit and purchase price;
- check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words are printed in bold type they have the specified meanings.

### Actual completion date

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

### Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

### Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
  - (b) if no date is specified, 20 business days after the contract date;
- but if that date is not a business day the first subsequent business day.

### Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

### Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

### Arrears schedule

The arrears schedule (if any) forming part of the special conditions.

### Auction

The auction advertised in the catalogue.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the auction.

### Business day

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

### Buyer

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

### Catalogue

The catalogue to which the conditions refer including any supplement to it.

### Completion

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

### Condition

One of the auction conduct conditions or sales conditions.

### Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

### Contract date

The date of the auction or, if the lot is not sold at the auction:

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

### Documents

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

### Financial charge

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

### General conditions

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

### Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

### Lot

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

### Old arrears

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

### Particulars

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

### Practitioner

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

### Price

The price that the buyer agrees to pay for the lot.

### Ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

### Sale conditions

The general conditions as varied by any special conditions or addendum.

### Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

### Seller

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

### Special conditions

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

### Tenancies

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

### Tenancy schedule

The tenancy schedule (if any) forming part of the special conditions.

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The auctioneers.

### You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

## AUCTION CONDUCT CONDITIONS

### A1 INTRODUCTION

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

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 OUR ROLE

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

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

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

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

## A5 THE CONTRACT

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** **you** bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable **us** to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 **The deposit**:

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

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

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

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

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

## A6 EXTRA AUCTION CONDUCT CONDITIONS

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

## GENERAL CONDITIONS OF SALE

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

### G1. THE LOT

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

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

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

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

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

### G2. DEPOSIT

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat

the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

### G3. BETWEEN CONTRACT AND COMPLETION

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
- and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

### G4. TITLE AND IDENTITY

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

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

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
  - (i) the application for registration of title made to the land registry;
  - (ii) the **documents** accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

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

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

### G5. TRANSFER

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

### G6. COMPLETION

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

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

G6.3 Payment is to be made in pounds sterling and only by:

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.



# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## G7. NOTICE TO COMPLETE

G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete.

G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:

- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.

G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:

- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

## G8. IF THE CONTRACT IS BROUGHT TO AN END

If the contract is lawfully brought to an end:

- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

## G9. LANDLORD'S LICENCE

G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.

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

G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.

G9.4 The seller must:

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

G9.5 The buyer must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

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

## G10. INTEREST AND APPORTIONMENTS

G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.

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

G10.3 Income and outgoings are to be apportioned at actual completion date unless:

- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

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

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

## G11. ARREARS

### Part 1 Current rent

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

G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.

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

### Part 2 Buyer to pay for arrears

G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.

G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions:

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;

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

(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

## G12. MANAGEMENT

G12.1 This condition G12 applies where the lot is sold subject to tenancies.

G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.

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

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

## G13. RENT DEPOSITS

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

G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

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

## G14. VAT

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

G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

## G15. TRANSFER AS A GOING CONCERN

G15.1 Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this condition G15 applies.

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:

- (a) of the buyer's VAT registration;
- (b) that the buyer has made a VAT option; and
- (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.

G15.5 The buyer confirms that after completion the buyer intends to:

- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
- (b) collect the rents payable under the tenancies and charge VAT on them

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

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

## G16. CAPITAL ALLOWANCES

G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.

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

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

G16.4 The seller and buyer agree:

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

## G17. MAINTENANCE AGREEMENTS

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## G18. LANDLORD AND TENANT ACT 1987

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

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

## G19. SALE BY PRACTITIONER

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

G19.2 The practitioner has been duly appointed and is empowered to sell the lot.

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

G19.4 The lot is sold:

- (a) in its condition at completion;
  - (b) for such title as the seller may have; and
  - (c) with no title guarantee;
- and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.

## G20. TUPE

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

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

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

## G21. ENVIRONMENTAL

G21.1 This condition G21 only applies where the special conditions so provide.

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

G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

## G22. SERVICE CHARGE

G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.

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

G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

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

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

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

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

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

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

## G23. RENT REVIEWS

G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.

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

G23.4 The seller must promptly:

- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

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

G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

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

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

## G24. TENANCY RENEWALS

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

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

G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.

G24.4 Following completion the buyer must:

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

G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

## G25. WARRANTIES

G25.1 Available warranties are listed in the special conditions.

G25.2 Where a warranty is assignable the seller must:

- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.

G25.3 If a warranty is not assignable the seller must after completion:

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

## G26. NO ASSIGNMENT

The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.

## G27. REGISTRATION AT THE LAND REGISTRY

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

- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
- (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
- (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:

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

## G28. NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.

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

## G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

# Top 9 Results – September 2019

48 Lindsay Street, Burnley  
Guide Price: £20,000 plus



**SOLD £39,500**

98 Manchester Street, Heywood  
Guide Price: £50,000 – £60,000



**SOLD £81,000**

Apt. 23 Freshfields, Spindletree Avenue  
Blackley  
Guide Price: £35,000 – £45,000



**SOLD £56,000**

2 & 4 Wood Street, Ashton-under-Lyne  
Guide Price: £55,000 – £65,000 plus



**SOLD £90,500**

43 Ballantine Street, Newton Heath  
Guide Price: £55,000 – £65,000



**SOLD £74,000**

153 Blackburn Road, Accrington  
Guide Price: £25,000 – £35,000



**SOLD £55,000**

33 Gibraltar Street, Oldham  
Guide Price: £50,000 – £60,000



**SOLD £73,000**

53 Crammond Close, Manchester  
Guide Price: £75,000 plus



**SOLD £103,500**

263 Heron Street, Oldham  
Guide Price: £55,000 – £65,000



**SOLD £83,000**

## Do you need to sell quickly?

Entries are being taken for our next auction on

**Tuesday 10th December 2019**

Call us now on **0161 925 3254**

**AUCTION  
HOUSE**  
**MANCHESTER**



# Going once...

## The most suitable properties for auction include:

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

## Auction dates:

**10th December 2019**

**4th February 2020**

**16th March 2020**

**12th May 2020**

**7th July 2020**

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

Edge View House, Salmon Fields Business  
Village, Royton OL2 6HT  
☎ 0161 925 3254  
✉ [manchester@auctionhouse.co.uk](mailto:manchester@auctionhouse.co.uk)



**PROPERTY AUCTION EXPERTS**  
**LOCALLY REGIONALLY NATIONALLY**