

Andrew Kelly

& ASSOCIATES
Auctions



Another way to sell.

01706 **767 030**

WEDNESDAY

20th April 2011

NEW AUCTION START TIME

AUCTION COMMENCES 6:30PM

DOORS OPEN 5:30PM

At Rochdale Football Club

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.co.uk



INTRODUCTION

It is often believed that buying or selling property by Auction is different, complicated or risky and should only be attempted by experienced property investors, developers or builders. Today, Auctions can be an effective way for you to move home, to find an improvement project or to acquire a buy-to-let investment.

At Andrew Kelly & Associates we believe in offering you a complete property service. Andrew Kelly Auctions is a part of that service. Whether this is your first time or Auction is second nature to you, we can be there with you through all aspects of buying and selling at Auction.

Auction is straightforward, it is easy, and with us it can be even easier! Like anything that is easy, we make sure that each step that you take is simple and that YOU are in control.

The Group's comprehensive range of services has now expanded to include what we believe to be the most comprehensive range of home moving services available anywhere in the North West, now extending to General Estate Agency, Lettings & Property Management, Mortgages & Insurance, Investments, Energy Performance Certificate (EPCs) and legal help through our Conveyancing partner, TTPL. Whatever your home moving needs, we can help.

If you have not done so already, please visit our web site (www.andrew-kelly.co.uk) where you can download the Auction Catalogue, register for future catalogues and view the dates of our forthcoming sales.



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Andrew Kelly Auctions...

another way to sell.

IMPORTANT NOTICE

TO BE READ BY EVERYONE CONSIDERING BUYING AT AUCTION

Please read this page in conjunction with the section entitled "The Conduct of the Auction" printed at the rear of this catalogue.

They should help you understand the auction process and how we act. Please contact us with any queries you may have.

It is very important you understand that if you (a) read our catalogue or (b) consider buying or (c) attend our auction or (d) bid or buy beforehand, at the auction or afterwards, then you agree to the basis on which we do business as set out in the section entitled "The Conduct of the Auction" and this page. This applies even if you have not read them.

INTRODUCTION

PARTICULARS All statements contained in these particulars about the property are made without responsibility on the part of the Auctioneers, their joint agents (if any) or the seller. No person employed by the Auctioneer's or their joint agents (if any) has any authority to make or give any representation or warranty whatsoever in relation to any lot.

EQUIPMENT, FITTINGS, SERVICES, ETC the Auctioneers (or any joint agent) have not tested any apparatus, equipment, fittings or services, so cannot verify they are in working order. Prospective bidders are advised to obtain verification of the condition and effectiveness or any such items from their solicitor or surveyor. Items shown in photographs are not necessarily included in the sale. Room or other measurements, where given, are for guidance only and should not be relied upon when ordering such items as furniture, appliances or carpets.

PLANS Plan's in this catalogue, may not be reproduced. They are published only for the convenience of purchasers and their accuracy, shading, scale and any boundaries shown are not guaranteed and they are expressly excluded from any contract.

PLANNING We cannot confirm that the stated or possible uses of any lots are acceptable to the local planning authority. Please make your own enquiries.

VAT Currently at 20% may be chargeable on the purchase price of some lots, usually commercial properties. The Auctioneers and their joint agents, if any, will endeavour to make a statement as to whether VAT is payable or not, but in the absence of any statement you are advised to make your own enquiries.

BEFORE THE AUCTION

INSPECTIONS Please make all appointments to view through the office shown in each lot description. Inspection of investment lots is by courtesy of the tenants. Viewings are not usually arranged or conducted by the Auction Office.

GUIDE PRICES Any guide price quoted is not to be treated as a valuation of the lot and is for guidance only. The guide prices are usually published on a separate sheet and not printed in the catalogue. They are subject to change and the lot may sell for more or less than the figure quoted.

CONDITIONS OF SALE Each lot is offered and sold subject to (a) the RICS Common Auction Conditions 2nd Editions printed at the rear of this catalogue, (b) the Special Conditions of Sale (if any) and (c) any relevant entry on the Addendum. Copies of items (b) and (c) and any General Conditions of Sale, if different to those printed in the catalogue, are available from the Auction Office free of charge.

OTHER LEGAL DOCUMENTATION Apart from the Conditions of Sale we ask the seller's solicitor to provide us with all those documents a prudent solicitor advising a prospective buyer would wish to inspect. Whilst these documents are usually available from us, we give no undertaking or guarantee to provide them. The Auctioneers reserve the right to charge, usually £20 including VAT, for copying and supplying this information.

LEGAL ADVICE The Auctioneers do not inspect any of the legal documentation and cannot give any advice or opinion on it's content. Prospective buyers are strongly advised to consult their legal adviser, and where appropriate other professional advisors, prior to bidding. Prospective buyers will be deemed to have made the usual pre-contract searches and enquiries if they bid.

REGISTRATION OF INTEREST We strongly recommend you register your interest in any lot with the relevant Auction Office. We will then endeavour to advise you of any change relating to the lot, guide price or if it is likely to be sold or withdrawn prior. We will also supply a copy of the legal paperwork upon payment of the relevant charge.

MAKING OFFERS PRIOR TO AUCTION All offers to purchase prior to the auction should be made to the relevant Auction Office. Please note some sellers will not or cannot sell prior. We will notify you of the seller's answer to your offer.

TERMS ON WHICH OFFERS ARE ACCEPTED All offers to buy before or after the auction are accepted by the seller on the basis of the following conditions unless stated to the contrary. Offers are accepted (a) subject to contract, (b) subject to the lot remaining fully available to the other applicants and for viewing, (c) subject to the vendor's right to consider any other offers at any time, (d) subject to any change in the circumstances and (e) subject to the lot being offered at the relevant auction unless contracts have exchanged beforehand.

SALES & WITHDRAWALS PRIOR Some lots may be sold prior to, or withdrawn from, the auction or postponed to a later sale. You are advised to check a lot's availability regularly to avoid wasted time or expense. Any sale prior, withdrawal or postponement is without liability on the part of the Auctioneers or their client for any losses, costs or expenses that result.

INSURANCE OF THE LOT This is usually the responsibility of the buyer from exchange of contracts, except on some leasehold lots. Unless the Special Conditions provide differently you will need to make arrangements before the auction to go on risk immediately once you are the buyer.

ATTENDING THE AUCTION Please allow adequate time for (a) your journey (b) parking, (c) obtaining your bidder number, (d) reading a copy of the final version of the Addendum on arrival. Please bring with you two forms of approved identification, your solicitor's details and the means to pay both the deposit and separate Contract Documentation Charge.

AT THE AUCTION

RECORDING We may record the auction for security and training purposes

REGISTERING TO BID If you wish to bid you must register first to obtain your Bidder Number. You will need to provide your name, address and telephone number and if you are acting as an agent, the same information for the prospective buyer, as well as the same information for the solicitor or conveyancer who would act for you. We must inspect two forms of approved identification (we suggest a valid passport or a photo driving licence and a recent utility bill) before registration can be completed. We reserve the right to decline any bid made by a prospective bidder who has not first registered.

THE ADDENDUM You should obtain and carefully read the final version of the Addendum on arrival at the auction and before the sale commences. It may contain notification of any late changes or additional information. Copies of the list will be added to and form part of the contracts and in the event of any conflict the Additions & Omissions list shall prevail. Any very late, new or changed information will be announced verbally by the Auctioneer beforehand and at the start of the sale.

RESERVE PRICE All lots are offered subject to a reserve unless stated to the contrary. The reserve is confidential and will not be disclosed. Reserve prices may be higher or lower than the relevant published guide prices.

THE BIDDING Please bid clearly by raising your bidder number or catalogue. The Auctioneer will usually acknowledge your bid when looking at you.

ONCE A LOT IS SOLD

SIGNING THE SALE MEMORANDUM The buyer (and successful bidder if different) are under a binding contract as soon as the Auctioneer's gavel falls on their bid. The successful bidder must on request immediately provide the Auctioneer's staff with full details to enable the contracts to be prepared. The buyer (or successful bidder) must, before leaving the auction venue, sign the Sale Memorandum (and any attached documents). If the buyer (or successful bidder) refuses to sign the Auctioneer can, at his own discretion, sign for the buyer or re-offer the property for sale as if it had not been knocked down (sold).

PAYING THE DEPOSIT The buyer (or successful bidder) of each lot must, before leaving the auction venue, pay a deposit of 10% of the purchase price (or £2,000 if greater). Cheques must be drawn on a UK bank or building society account and are cleared as soon as possible. You should ensure the account is in funds. We do not accept cash or credit cards. We accept most debit cards.

PAYING THE CONTRACT DOCUMENTATION CHARGE A charge of £335 including VAT must be paid by the buyer (or successful bidder) of each lot, at the same time as, and in addition to, the deposit. If this charge is not paid separately, it will be deducted from the amount of monies received before the balance is applied to the contractual deposit. If the purchase fails to complete, no refund will be given.

MONEY LAUNDERING REGULATIONS We must inspect (again) and take and keep for our records, a photocopy or photograph of two approved forms of identification for each successful bidder and buyer. A valid passport or valid photo driving licence and a current utility bill showing your current address comply with requirements. Please ask us for alternatives if necessary. Failure to provide satisfactory identification could delay your purchase.

AFTER THE AUCTION

INSURANCE If you are a successful buyer, you will need to immediately put in place insurance for the property, except possibly on leasehold properties.

AUCTION CONTRACT If you have bought a lot we will usually give you the part of the contract signed by the Auctioneers on behalf of the seller. You should pass this immediately to your solicitor or conveyancer.

UNSOLD LOTS We strongly recommend you re-register your interest in any unsold lot before leaving the Auction room as some lots are sold very quickly after the sale. We continue to offer all unsold lots after the auction until they are sold or we are instructed otherwise. Please contact the relevant Auction office for details. Please note that the information contained in the catalogue is no longer guaranteed accurate after the auction although copies may be issued for general guidance purposes only.

YOUR GUIDE TO BUYING AT THE AUCTION

Buying at auction is becoming far more popular with the public, many of whom have never previously attended a property auction. The auctioneers have drawn up some basic guidelines to ensure that clients maximise their opportunity to take advantage of such a wide variety of properties available at one venue. Our auction room specialists have drawn up a list of auction do's and don'ts.

If you have any questions, please call your local auction office, where a member of staff will be happy to help.

DO'S

DO look through the catalogue carefully. We have a varied selection of properties each of which carries a brief description. Read our details thoroughly and identify the Properties you are interested in.

DO investigate what the property is likely to fetch. The Auctioneers usually give a guide price but this may not necessarily be an indication of what the property may sell for.

DO go and have a look around any property you are interested in. You will see the viewing arrangements in the catalogue. Simply ring your local auction centre, or the local agent, as indicated.

DO take legal advice. Buying at auction is a firm commitment and carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the solicitor

DO read the **Important Notice to be read by ALL Bidders**. This is printed in the catalogue.

DO get a copy of the Addendum Sheets. These are distributed around the auction room. These contain any late amendments, information or alterations.

DO plan ahead if you need mortgage assistance. We offer free advice through Andrew Kelly Financial Services, but buyers should consult them well in advance, in anticipation of coming to future auctions.

DO leave time to get a survey done, if required. Your mortgage finance may be reliant on the results, not to mention your peace of mind.

DO organise your deposit before the auction. We ask for a 10% (minimum £2,000) deposit once the property is knocked down to you, payable on signing contracts on the day of the auction. Your bank or building society should be made aware of this. The balance of the monies will be due within 14, 21 or 28 days on completion of the sale.

DO remember to bring the means to pay the **CONTRACT DOCUMENTATION CHARGE** of typically £335 including VAT for each Lot purchased.

DO feel free to make a bid prior to auction. It is possible that in some instances the seller may agree a sale prior to auction.

DO make sure the Auctioneer has your bid, by clearly indicating with catalogue or hand.

DON'T'S

DON'T assume that all properties included in the catalogue will be offered on the day of the sale. Some may be withdrawn, and some may be sold prior to auction. Check with us the day before the auction to clarify the latest position.

DON'T leave the insurance to sort out later. The property becomes the buyer's insurable risk as soon as the hammer falls. There will be agents available on the day who will be able to arrange property insurance for you.

DON'T panic. Our auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.

DON'T be late. It is useful to get some knowledge of how sales are conducted by seeing other Lots being sold.

DON'T come without identification. We will need some proof of identity when you pay your deposit. (see Bidders Registration Form).

DON'T worry if you are unable to attend. You can buy a property at our auction by telephone or by proxy if prior arrangements have been made.

DON'T give up if the Lot you are bidding for fails to make its reserve as it may be that the seller will decide to accept your bid later. Make sure you leave your details with us should this happen.

DON'T lose track of the Lot numbers, some of the properties sell very swiftly.

DON'T expect long drawn out formalities. We shall have your copy of the contract made up very soon after the hammer falls. Simply tell our staff your personal details, sign the contract, pay your deposit and contract documentation charge, and you will receive the Memorandum of Sale there and then.

DON'T let people put you off the idea of buying at auction. With the right forward planning and research you will find an auction a speedy and simple way of buying a property.

BIDDERS REGISTRATION FORM

This form is NOT the contract

VENUE & DATE

Please complete the details below and return this sheet to the Registration Desk where you will be provided with a bidding number.

BIDDERS DETAILS

Name(s) _____
Address _____
Postcode _____ Tel No. _____

Which Lot or Lots are you intending to bid for:

BIDDERS
NO.

Andrew Kelly & Associates Auctioneers will use your details to provide you with information regarding further auction property and other related services in future. If you do not wish us to use your information in this way, please tick here []

BUYERS SOLICITORS DETAILS

Name Of Company _____
Address _____
Postcode _____ Tel No. _____
Contact Name _____

If you are intending to bid on behalf of someone else please complete the following box:
(Note: Proof of authorisation will normally be required)

INTENDING BUYERS DETAILS

Name _____
Address _____
Postcode _____ Tel No. _____

HOW ARE YOU INTENDING TO PAY YOUR DEPOSIT?

PERSONAL CHEQUE _____
COMPANY CHEQUE _____
DEBIT CARD _____
BUILDING SOCIETY CHEQUE _____
BANKERS DRAFT _____

PLEASE DO NOT FORGET TO PROVIDE THE
MEANS TO ALSO PAY THE **CONTRACT
DOCUMENT CHARGE**. EITHER BY
SEPARATE CHEQUE OR BY ADDING THE
CHARGE TO THE DEPOSIT.

Note: **IDENTITY**

Please note that one item of evidence is requested from **each** of the two sections:

List A – Evidence Of Identity – Including Photograph

- Valid passport
- New style full driving licence with photograph
- A valid identity card (HM Forces, Police Warrant Card, Prison Officer, Government/Local Authority Issued)
- A firearm or shotgun certificate

List B – Evidence Of Residence

- Inland Revenue tax notification, self assessment statement or tax demand
- Household insurance certificate
- An original utility bill less than three months old
- An original Council Tax bill less than three months old
- An original Council rent book showing rent paid for the last three months
- An original mortgage statement for the mortgage accounting year just ended
- An original statement for either current bank, building society, or credit card account which must be less than three months old

THE VENUE



Rochdale Football Club, Sandy Lane, Rochdale, Lancashire, OL11 5DR

The Lounge, Rochdale Football Club, will be the venue for our next auction. This is situated on the first floor of the main building (entrance at the right hand side of the main ticket office). Free car parking is available at the club.

Directions

From The M62

- Travelling from Manchester towards Leeds on the M62, at Junction 20 take the A627M exit for Rochdale.
- Continue to the end of the slip road turning 1st left at the roundabout onto the A627M.
- At the bottom of the A627M follow the road as it turns into the A664 Edinburgh Way.
- At the bottom of the A664 Edinburgh Way, continue through the traffic lights (Sudden Interchange) and go straight ahead onto the B6452 Roch Valley Way.
- Continue along Roch Valley Way, down the dip and to the brow of the hill. At the traffic lights, continue straight across onto Sandy Lane and Rochdale Football Club is situated on the right hand side.

From Rochdale Town Centre

- Travelling along St Mary's Gate (from the Roundabout at the head of John St), in the direction of the Rochdale Exchange and Castleton, turn right at the traffic lights onto the A680 Spotland Road.
- Continue along Spotland Road to the end (to the mini roundabout at the intersection with Mellor Street and Edenfield Rd).
- Turn right onto Mellor Street and then immediately left (at the next mini roundabout) onto Edenfield Rd. Continue along Edenfield Rd to the traffic lights turning left onto Sandy Lane and Rochdale Football Club is situated on the left hand side.

ORDER OF SALE

LOT 1 Land At Crimble Street, Rochdale.....£30,000 - £50,000

LOT 2 30 Thorneylea, Rochdale.....£35,000 - £45,000

LOT 3 12 Edmund Street, Shaw..... £45,000

LOT 4 8 Gosforth Close, Brandlesholme.....£150,000 - £170,000

LOT 5 344 Blackburn Road, Haslingden.....£55,000 - £60,000

LOT 6 105 Burnley Road, Bacup..... £55,000 - £65,000

LOT 7 27 Crown Street, Rochdale.....£39,000 - £49,000

LOT 8 141 Belfield Road, Rochdale.....£65,000 - £75,000

LOT 9 2 Kenworthy Terrace, Rochdale..... £45,000

LOT 1

Land At Crimble Street, Rochdale, OL12 6TT

Guide Price: £30,000 - £50,000

Site Description: Former garage site with potential to develop subject to necessary planning consents. The site is approximately 0.04 Hectares (0.10 Acres). The legal pack contains a statement from the Planning Department with reference to usage of the site. The site is situated close to Rochdale town centre where a wide range of local amenities can be found as well as public transport links. VAT is not payable on the purchase of this land.

Directions: Travelling from our Rochdale office in the direction of Spotland along the A680 Spotland Road. Proceed straight ahead through the lights turning left into Clement Royds Street. Proceed to the end of Clement Royds Street turning right into Crimble Street, and the site is directly in front.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rochdale Branch
Tel: 01706 350 363

Vendors Solicitors: RMBC, The Borough Solicitor, Town Hall, The Esplanade, Rochdale, OL16 1AB.
Tel: 01706 647 474

LOT 2

30 Thorneylea, Rochdale, OL12 8QY

Guide Price: £35,000 - £45,000

Situation: Located in a popular residential location close to Whitworth village centre, Healey Dell nature reserve and all local amenities.

Description: Well presented first floor flat which provides an ideal first time buyer or investor opportunity. The property benefits from gas central heating, double glazing, communal garden and a designated parking space. There is a monthly service charge of £20 per month.

Accommodation:

Entrance Hallway: Side facing upvc double glazed door, neutral décor, laminate flooring, radiator.

Bathroom: Side facing upvc double glazed window, laminate flooring, three piece suite, radiator.

Bedroom: Laminate flooring, built-in wardrobe,

Lounge: Front facing upvc double glazed bay window, neutral décor, laminate flooring, radiator.

Kitchen: Front facing upvc double glazed window, wall and base units, cooker point, sink and drainer, plumbed for washing machine, laminate flooring.

Directions: Travelling in the direction of Whitworth along Market Street turn right into Thorneylea. Continue along and the subject property can be located on the right hand side.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rochdale Branch
Tel: 01706 350 363

Vendors Solicitors: Title Transfer Property Lawyers, 71a-75 Featherstall Road, Littleborough, OL15 8JZ
Tel: 0845 094 3358

Tel: 01706 767 030

LOT 3

12 Edmund Street, Shaw, OL12 8EY

Guide Price: £45,000

Situation: Positioned in a central location affording easy access to all local shops, schools and amenities.

Description: Two bedroom mid terraced property in need of an internal upgrade but provides an excellent first time buyer or investor opportunity.

Accommodation

Ground Floor

Lounge: Front facing window.

Dining Kitchen: Rear facing window, rear exit door, wall and base units, built-in oven and hob.

Basement Cellar: Ideal for storage.

First Floor

Bedroom One: Front facing window.

Bedroom Two: Rear facing window.

Shower Room: Three piece suite.

Directions: Edmund Street is located off Linney Lane which is off Crompton Way (A663).



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rochdale Branch
Tel: 01706 350 363

Vendors Solicitors: Hardman & Whittles, 25 Market Place, Heywood, Lancashire, OL10 1JY
Tel: 01706 369 027

LOT 4

8 Gosforth Close, Brandlesholme, BL8 1EA

Guide Price: £150,000 - £170,000

Situation: Located in a quiet cul-de-sac in a sought after residential area providing easy access to Bury town centre, local metro and railway networks.

Description: Extended four bedroom detached property providing excellent value for money and benefitting from gas central heating, double glazing, front and rear gardens, driveway and garage.

Accommodation

Ground Floor

Lounge: Front facing double glazed window, feature fireplace

Dining Area: Rear facing patio doors, radiator.

Conservatory: Side facing patio doors, tiled floor.

Kitchen: Rear facing double glazed window, wall and base units, integral oven and hob.

Utility Room: Side exit door, tiled floor, radiator.

Shower Room: Walk-in shower, tiled floor.

Separate WC: Rear facing double glazed window, low level wc, wash hand basin.

First Floor

Four Bedrooms: All with double glazed windows and radiators.

Bathroom: Rear facing double glazed window, two piece suite, laminate flooring, tiled walls.

Directions: Leaving Bury town centre in the direction of Bolton, bear right and follow the sign posts for Brandlesholme Road (B6214). Continue for approximately ½ mile then turn left into Westcombe Drive. Turn second right into Tamworth Drive and second left into Gosforth Close.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Heywood Branch
Tel: 01706 369 911

Vendors Solicitors: Title Transfer Property Lawyers, 71a-75 Featherstall Road, Littleborough, OL15 8JZ
Tel: 0845 094 3358

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LOT 5

344 Blackburn Road, Haslingden, BB4 5JQ

Guide Price: £55,000 - £65,000

Situation: Located conveniently close to Haslingden town centre where a wide range of amenities can be found.

Description: Spacious stone and garden fronted mid terraced property. The property benefits from double glazing and rear parking space.

Accommodation

Ground Floor

Lounge: Front facing double glazed window, feature fireplace, stained and varnished flooring.

Dining Room: Rear facing double glazed window, stained and varnished flooring, fireplace

Kitchen: Rear facing double glazed window, wall and base units, inset sink and drainer.

Basement Cellar: Large cellar ideal for storage, flagged flooring.

First Floor

Two Bedrooms: Both with double glazed windows and panel doors.

Bathroom: Rear facing double glazed window, four piece suite, panel door.

Directions: Located on Blackburn Road (A580) close to Winfields Megastore.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rawtenstall Branch
Tel: 01706 831 013

Vendors Solicitors: Title Transfer Property Lawyers,
71a-75 Featherstall Road, Littleborough, OL15 8JZ
Tel: 0845 094 3358

LOT 6

105 Burnley Road, Bacup, OL13 8PZ

Guide Price: £55,000 - £65,000

Situation: Located in a semi rural location offering panoramic views to the front and is only 1 ½ miles from Bacup town centre where a wide range of amenities can be found.

Description: End terraced property providing a good investment opportunity and benefitting from gas central heating and majority double glazing.

Accommodation

Ground Floor

Lounge: Front facing double glazed window, gas fire, two radiators.

Kitchen: Rear facing window, wall and base units, built-in oven, radiator.

Rear Porch

First Floor

Bedroom One: Front facing double glazed window, radiator.

Bedroom Two: Rear facing double glazed window, radiator.

Bathroom: Rear facing window, three piece suite, two radiators.

Directions: Travelling from Bacup town centre, along Burnley Road continue for approximately 1 ½ miles and the property can be located on the right.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rawtenstall Branch
Tel: 01706 831 013

Vendors Solicitors: Cockshott Peck Lewis, 24 Hoghton Street, Southport, PR9 0PA.
Tel: 01704 534 034

Tel: 01706 767 030

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LOT 7

27 Crown Street, Rochdale, OL16 5LQ

Guide Price: £39,000 - £49,000

Situation: Located in a popular residential area and close to local amenities.

Description: Traditional mid terraced property in need of some internal upgrade but providing an excellent opportunity for an investor or first time buyer.

Accommodation

Ground Floor

Lounge: Front facing window, tv point, radiator.

Kitchen: Rear facing window, plumbed for automatic washing machine, radiator.

First Floor

Bedroom One: Front facing window, radiator.

Bedroom Two: Rear facing window, radiator.

Bathroom: Rear facing window, bathroom suite, radiator.

Directions: Located just off Oldham Road.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rochdale Branch
Tel: 01706 350 363

Vendors Solicitors: AST Hampsons Solicitors,
128 Yorkshire Street, Rochdale, Lancashire, OL16 1LA
Tel: 01706 653 322

LOT 8

141 Belfield Road, Rochdale, OL16 2XR

Guide Price: £65,000 - £75,000

Situation: Located in a popular residential area and would be ideal to continue as a takeaway or conversion into a home/residential living.

Description: Spacious commercial shop/premises currently used as a takeaway.

Accommodation

Ground Floor

Sales Area: 12'12 x 12'3

Kitchen: 11'05 x 5'0

Reception Room: 9'0 x 10'0

First Floor

Bedroom One: 11'0 x 10'10

Bedroom Two: 11'0 x 10'12

Bedroom Three: 13'0 x 8'6

Bathroom

Directions: Located off Samson Street which is just off Albert Royds Street.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rochdale Branch
Tel: 01706 350 363

Vendors Solicitors: Isherwood & Hose, 138 Yorkshire Street, Rochdale, Lancashire, OL16 1LD
Tel: 01706 522 225

Tel: 01706 767 030

LOT 9

2 Kenworthy Terrace, Rochdale, OL16 5AX

Guide Price: £45,000

Situation: Located at the end of a cul-de-sac in a popular residential area close to local amenities.

Description: End terrace property which is in need of some internal upgrade providing an excellent opportunity for an investor or first time buyer.

Accommodation

Ground Floor

Lounge: Front facing window, wall mounted gas fire, tv point.

Dining Kitchen: Rear and side facing window, inset sink and drainer.

First Floor

Bedroom One: Front facing window, radiator.

Bedroom Two: Rear facing window, radiator.

Bathroom: Rear facing window, radiator.

Directions: Travelling from our Rochdale office along Milnrow Road in the direction of Milnrow, turn left after Newbold Tyres and follow the road round to the left and the subject property can be located at the end of the street.



Viewing Arrangements: By appointment with Andrew Kelly & Associates, Rochdale Branch
Tel: 01706 350 363

Vendors Solicitors: Lavin Coppitch Solicitors, 5 Lloyd Square, Altrincham, Trafford, WA14 2RL
Tel: 0800 169 3619

Andrew Kelly Auctions

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Please Call.... 07866 508 359***



***andrew kelly auctions
...another way to sell***



Tel: 01706 767 030

A Selection Of Our Residential Sales Properties

**1 Higher Eafield Barn, Eafield Road, Littleborough,
Lancashire, OL15 8HR**

Price: £395,000

Partly Renovated Barn

5 Beds / 4 Baths

**Sought After Semi Rural
Location**

**Surrounded By Open
Countryside**

Part Exchange Considered



**The Caldermoor,
Littleborough**

**Price: £175,000 -
£200,000**

**Substantial Former
Public House**

**Development
Opportunity**

Garden & Car Park



**Rough Farm,
Littleborough**

Price: £450,000

**Detached Farmhouse
With Adjoining Barn**

Stunning Location

14 Acres Of Land

Refurbishment Req'd



**475-477 Rochdale
Road, Britannia**

Price: £95,000

**Large Commercial
Property**

Currently 7 Offices

**Large Car Park At The
Rear**

MEMORANDUM OF SALE

DATE OF AUCTION Lot No

THE PROPERTY
ADDRESS

.....

..... Postcode

SELLER

PURCHASE PRICE £.....

DEPOSIT (Min £2,000) £.....

BALANCE £.....

EXCHANGE DATE Dated this..... day of.....2011

COMPLETION DATEday of.....2011

THE BUYER(S)	Full Names	Client 2
	Address	Address.....

	Tel No's Work	Home
	Mobile	Tel No's
	Mobile

SOLICITOR/ CONVEYANCER	Firm	
	Address	
	Postcode
	Person Dealing	Tel No

Declarations

I/we the above named buyer(s) hereby acknowledge that I/we have today purchased the property described above and in the attached particulars and have paid to the Auctioneer's the above mentioned deposit in part payment of the above mentioned purchase price.

I/we confirm that the above mentioned Buyers' Conveyancer is the person duly authorised to accept notices on behalf of the Buyer(s) for the purposes of the General & Special Conditions.

I/we acknowledge my/our agreement to pay the remainder of the purchase price and to complete the purchase in accordance with the annexed General & Special Conditions of Sale and any relevant entry on the Addendum.

It is further acknowledged and warranted that I as the person who bid for the Property and have signed this Memorandum if not the Buyer(s) named above have authority to act on behalf of the Buyer(s).

I have read, understand and agree to the page at the beginning of this catalogue headed "Important Notice" and the section entitled "Conduct of the Auction" printed at the rear.

We, as Agents for the Seller, hereby confirm the sale and acknowledge receipt of the above mentioned deposit in accordance with the General & Special Conditions of Sale applicable and any relevant entry on the Addendum.

Signed by the Buyer or on his behalf

Signed by and on behalf of the Auctioneers as Agents for the Vendors

PROXY & TELEPHONE BIDDING

Authorisation Form

Method of bidding
(please tick one)

Proxy

☐

Telephone

☐

Name

Address

_____ Postcode _____

Telephone

Work

☐

Home

☐

Mobile

☐

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

Date of auction

Property Lot No

Property Address

Maximum Bid

£ _____ (in words) _____

I enclose a cheque or bank draft for 10% of the maximum bid to be used as deposit
(minimum deposit £2,000) Amount of Deposit £ _____

I also enclose a cheque for the contract documentation charge of £335 inc VAT

Both cheques should be made payable to Andrew Kelly & Associates

Solicitors

Name & Address

Telephone No

Person acting for you

"I hereby instruct and authorise Andrew Kelly & Associates auctioneer to bid on my behalf for Lot No _____ and to sign a Memorandum of Sale on my behalf, and understand that should my bid be successful the contract will be binding upon me. I have read the General and Special Conditions of Sale and the Terms and Conditions for Proxy and Telephone bidding. I accept it is my responsibility to check for amendments to the catalogue details which may be read out by the auctioneer prior to the Lot being offered. I enclose a cheque or bankers draft to the value of 10% of my maximum bid and a further cheque for £335 inc VAT for the contract documentation charge, both payable to Andrew Kelly & Associates".

Andrew Kelly & Associates Auctioneers will use your details to provide you with information regarding further auction property and other related services in future. If you do not wish us to use your information in this way, please tick here []

Signed

Date

Telephone bidding only:

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

This form must arrive no later than THE DAY BEFORE THE AUCTION at the Auction office of Andrew Kelly & Associates 124 Yorkshire St, Rochdale, Lancashire OL16 1LA

PROXY & TELEPHONE BIDDING TERMS & CONDITIONS

- 1) A prospective purchaser must complete and sign the authorisation form opposite, using one form for each Lot. In particular the purchaser should complete the part which shows the maximum price which he authorises the auctioneer to bid for a particular property.

The maximum price to which the auctioneer is authorised to bid must be an exact figure (not, for example "£100 over the highest bid in the room"). The auctioneer reserves the right not to bid on any purchaser's behalf should there be any error or confusion in respect of these instructions or the accompanying deposit cheque.

The completed form(s) must be delivered to Andrew Kelly & Associates, 124 Yorkshire St, Rochdale OL16 1LA no later than the date stated on the registration form. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing.

- 2) The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant Lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Andrew Kelly & Associates to sign the Memorandum of Sale on his behalf.
- 3) The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each Lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each Lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
- 4) Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, or payment by debit card, representing 10% of their maximum bid (minimum £2,000) PLUS the £335 inc VAT auction contract documentation charge, for each Lot. Where the Lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

In the case of telephone bidding, the purchaser may instead provide a blank cheque which the auctioneers will complete on behalf of the successful purchaser for 10% of the purchase price plus the £335 inc VAT contract documentation charge.

- 5) Unless the relevant Lot is sold to the prospective purchaser, the amount of the maximum proxy telephone bid will not be disclosed to the vendor or any other person whether before or after the sale without the consent of the prospective purchaser.
- 6) The auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular Lot.
- 7) The auctioneer will make no additional charge for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity or instructions, late arrival of a proxy bid authorisation form, failure to contact a telephone bidder from the auction room, or for any other reason whatsoever. Telephone bidders are advised that should they become disconnected or interrupted during bidding, Andrew Kelly & Associates will not be held responsible for any loss suffered in respect thereof.
- 8) The prospective purchaser will be advised if the relevant Lot has been successfully purchased on their behalf as soon as possible after the auction. Where the bid has not been successful, the proxy bidder will be notified by post and the deposit returned as soon as reasonably possible.
- 9) Prospective purchasers are advised to telephone Andrew Kelly & Associates on 01706 767030 before 10am on the day of the auction to ensure that there are no amendments to the particulars of sale or special conditions relating to the Lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant Lot on the prospective purchaser's behalf, or refuse to accept bids by or on behalf of prospective purchasers, and the auctioneer will not be held responsible for any loss, costs or damages incurred as a result thereof.
- 10) When a prospective purchaser intends to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the Lot being offered for sale. In such a case the auctioneer will not make any bids on behalf of the prospective purchaser.

COMMON AUCTION CONDITIONS

INTRODUCTION

The common auction conditions have three main sections

1. GLOSSARY

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

2. THE CONDUCT OF THE AUCTION

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them.

3. CONDITIONS OF SALE

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

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

GLOSSARY

In the conditions wherever it makes sense

- Singular words can be read as plurals, and plurals as singular words
- A person includes a corporate body
- Words of one gender include the other genders
- Where the following words appear in small capitals they have the specified meanings

These are listed below.

ACTUAL COMPLETION DATE

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

ADDENDUM

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

AGREED COMPLETION DATE

- 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

ARREARS

Arrears of rent and other sums due under the tenancies but unpaid on the actual completion date

AUCTION

The auction advertised in the catalogue

AUCTIONEERS

The auctioneers at the auction

BUSINESS DAY

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

BUYER

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

CATALOGUE

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

COMPLETION

Completion of the sale of the Lot

CONDITIONS

This glossary, the conditions for the conduct of the auction, the general conditions, any extra conditions and the special 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 filed plan) and other documents listed or referred to in the special conditions relating to the Lot.

THE CONDUCT OF THE AUCTION

The catalogue is issued only on the basis that you accept these conditions relating to the conduct of the auction. They override all other conditions and can only be varied if we agree.

OUR ROLE

As agents for each seller we have authority to:

- prepare the catalogue from information supplied by or on behalf of each seller
- offer each Lot for sale
- sell each Lot
- receive and hold deposits
- sign each sale memorandum
- treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by the conditions

Our decision on the conduct of the auction is final

We may cancel the auction, withdraw Lots from sale, or alter the order in which Lots are offered for sale.

We may also combine or divide Lots

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.

BIDDING AND RESERVE PRICES

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

If there is a dispute over bidding we are entitled to resolve it, and our decision is final. Unless stated otherwise each Lot is subject to a reserve price. If no bid equals or exceeds that reserve price the Lot will be withdrawn from the auction. 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.

Where the guide price is given that price is not to be taken as an indication of the value of the Lot or of the reserve price.

The conditions are legally binding.

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 enquires
- 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.

EXTRA CONDITIONS

Any additions to or variations of the conditions that are of general applications to all Lots.

GENERAL CONDITIONS

The conditions so headed

INTEREST RATE

If not specified in the special conditions, 4% above the base rate from time to time of Nat West Bank.

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

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

PRACTITIONER

A receiver, administrative receiver or liquidator or a trustee in bankruptcy

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 MEMORANDUM

The form so headed 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

SPECIAL CONDITIONS

The 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

TRANSFER

Includes a conveyance or assignment (and to transfer includes to convey or to assign)

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

VAT

Value Added Tax or other tax of similar nature

VAT ELECTION

An election to waive exemption from VAT in respect of the Lot

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

THE PARTICULARS AND OTHER INFORMATION

We have taken reasonable care to prepare particulars that correctly describe each Lot. However the particulars are based on information supplied by or on behalf of the seller and we are not responsible for errors.

The particulars are for your information but you must not rely on them. They do not form part of any contract between the seller and the buyer. If we provide any information or a copy of any document we do so only on the basis that we are not responsible for its accuracy.

THE CONTRACT

A successful bid is one we accept as such.

If you make a successful bid for a Lot you are obliged to buy that Lot on the terms of the sale memorandum. The price will be the amount you bid plus VAT (if applicable).

You must before leaving the auction:

- provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity that complies with money laundering regulations)
 - sign a completed sale memorandum and
 - pay the deposit
- and if you do not we may either:
- 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
 - sign the sale memorandum on your behalf.

Deposit must be paid by cheque, debit card or by bankers' draft drawn in our favour on a UK clearing bank or building society.

We may retain the sale memorandum signed by or on behalf of the seller until we receive the deposit in cleared funds.

If you make a successful bid for a Lot:

- You are personally liable to buy it even if you are acting as an agent. It is your responsibility to obtain an indemnity from the person for whom you are the agent;
- Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the Lot

If the buyer does not comply with its obligations under the contract you are personally liable to buy the Lot and must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

GENERAL AUCTION CONDITIONS

These general conditions apply except to the extent that they are varied by extra conditions, the special conditions or by an addendum.

- 1. The lot**
 - 1.1 The lot, including any rights granted and reserved, is described in the special conditions.
 - 1.2 The lot is sold subject to all subsisting tenancies, but otherwise with vacant possession on completion.
 - 1.3 The lot is sold subject to all matters contained or referred to in the documents (except financial charges: these the seller must discharge on or before completion) and 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 way leaves
 - f) outgoing and other liabilities
 - g) any interest which overrides, within the meaning of the Land Registration Act 2002
 - h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them
 - i) anything the seller does not and could not reasonably know about and where any such matter would expose the seller to liability the buyer is to comply with it and indemnify the seller against liability
 - 1.4 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
 - 1.5 The lot does not include any tenant's or trade fixtures or fittings
 - 1.6 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
 - 1.7 The buyer buys with the full knowledge of :
 - a) the documents and whether or not the buyer has read them
 - b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it
 - 1.8 The buyer is not relying on the information contained in the particulars or in any replies to preliminary enquiries by on the buyer's own verification of the information. If any information is not correct any liability of the seller and any remedy of the buyer are excluded to the extent permitted by law
- 2. Deposit**
 - 2.1 The amount of the deposit is the greater of;
 - a) any minimum deposit stated in the catalogue (or the total price, if this is less than that minimum), and
 - b) 10% of the price exclusive of VAT
 - 2.2 The deposit:
 - a) must be paid to the auctioneers by cheque or banker's draft drawn on a UK clearing bank or building society (or by such other means of payment as they accept) and against an account held in the United Kingdom.
 - b) is to be held as sellers agent unless the special conditions provide that it is to be held as stakeholder
 - 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it and any interest on it to the seller on completion or, if completion does not take place, to the person entitled to it under the conditions
 - 2.4 If a cheque for the deposit is not cleared on first presentation the seller is entitled to treat the contract as at an end and bring a claim against the buyer for breach of contract.
 - 2.5 Interest earned on the deposit belongs to the seller unless the conditions provide otherwise
- 3. Transfer of risk and insurance**
 - 3.1 From the contract date the seller is under no obligation to insure the lot and the buyer bears all risk of loss or damage unless:
 - (a) the lot is sold subject to a tenancy that requires the seller to insure the lot or
 - (b) the special conditions require the seller to insure the lot
 - 3.2 If the seller is to insure the lot then the seller;
 - (a) must produce to the buyer on request relevant insurance details
 - (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due
 - (c) gives no warranty as to the adequacy of insurance
 - (d) must, at the request of the buyer, use reasonable endeavours to have the buyers' interest noted on any insurance policy that does not cover a contracting purchaser.
 - (e) must, unless otherwise agreed, cancel the insurance at completion
 - (f) is to hold in trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date and the buyer must on completion reimburse to the seller the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including the contract date
 - 3.3 If under a tenancy the seller insures the lot then unless otherwise agreed with the buyer the seller is to pay any refund of premium
 - (a) to the buyer or
 - (b) if the special conditions so state, to each tenant in the proportion that the tenant pays premiums under its tenancy, first deducting any arrears of premium due from that tenant
 - 3.4 Section 47 of the Law of Property Act 1925 does not apply
 - 3.5 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion
- 4. Title**
 - 4.1 Unless general condition 4.2 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 following the contract date
 - 4.2 The buyer may raise no requisition or objection to any documents made available before the auction but in relation to any of the documents that are not available before the auction the following provisions apply:
 - (a) 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 of all documents noted on the register that affect the lot
 - (b) 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
 - (c) 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
 - 4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that:
 - (a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the buyer and
 - (b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state of condition of the lot where the lot is leasehold property.
 - 4.4 If title is in the course of registration title is to consist of certified copies of :
 - (a) the documents sent to the Land Registry
 - (b) the application to the Land RegistryAnd 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.
 - 4.5 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract
 - 4.6 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any proper or superior title even if it is referred to in the documents
- 5. Transfer**
 - 5.1 Unless a form of transfer is set out in 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 5.2 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.
 - 5.2 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.
 - 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 6. Completion**
 - 6.1 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.
 - 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
 - 6.3 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.
 - 6.4 Unless the seller and the buyer otherwise agree completion takes place when both have complied with their obligations under the contract and the total payment is unconditionally received in the seller's conveyancer's client account.
 - 6.5 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.
 - 6.6 Where applicable the contract remains in force following completion.
- 7. Notice to complete**
 - 7.1 The seller or the buyer may on or after the agreed completion date but not before completion, give the other notice to complete within ten business days (excluding the date on which notice is given) making time of the essence.
 - 7.2 The person giving the notice must be ready to complete
 - 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
 - (a) treat the buyer as having repudiated
 - (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
 - 7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
 - (a) treat the sellers as having repudiated, and
 - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- 8. If the contract is brought to an end**
 - If the contract is rescinded or otherwise brought to an end:
 - (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract
 - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under general condition 7.3

GENERAL AUCTION CONDITIONS

9. Landlords Licence

9.1 Where the lot is leasehold land and a licence to assign is required this condition applies
9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.

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

9.4 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.

9.5 The buyer must:

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

9.6 If within 3 months of the contract (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition) by notice to the other rescind the contract at any time before the licence is obtained. Rescission is without prejudice to the claims of either seller or buyer for breach of this condition 9.

10. Interest and apportionments

10.1 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 but excluding the actual completion date.

10.2 The seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum to which the buyer is entitled that the seller subsequently received in cleared funds.

10.3 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.

10.4 Apportionments are to be calculated on the basis that:

- (a) the seller received 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 a period of less than a year accrues at an equal daily rate during the period to which it relates
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to the best estimate then available and further payment is to be made by seller and buyer as appropriate within five business days of the date when the amount is known.
- (d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance

11. Arrears

11.1 The seller retains the right to receive and recover old arrears and any interest on them stipulated by the tenancy.

11.2 While any arrears due to the seller remain unpaid the buyer must:

- (a) try to collect them and any interest on them stipulated by the tenancy in the ordinary course of management but need not take legal proceedings, distrain or forfeit the tenancy
- (b) pay them and any interest on them stipulated by the tenancy 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 release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
- (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to this condition.

11.3 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant.

12. Management

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

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

12.3 Unless set out in the special conditions the seller must consult the buyer on all management issues that would affect the buyer after completion, such as an application for licence or a rent review under a tenancy, 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 buyers 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.

13. Rent deposits

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

13.2 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 buyers lawful instructions.

13.3 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 deposit deed.

14. VAT

14.1 Where the conditions require money to be paid the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice.

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

15. Transfer as a going concern

15.1 Where the special conditions so state the seller and the buyer intend the sale to be treated as a transfer of a going concern and this condition applies.

15.2 The seller confirms that the seller or a company in the same VAT group:

- (a) is registered for VAT and
- (b) has, where necessary, made in relation to the lot a VAT election that remains valid.

15.3 The buyer:

- (a) is registered for VAT, either in the buyer's name or as a member of a VAT group
 - (b) has made, or will make before completion, a VAT election in relation to the lot
 - (c) is to give to the seller as early as possible before the agreed completion date evidence of the VAT registration and that a VAT election has been made and notified in writing to HM Revenue and Customs
 - (d) must not revoke the VAT election
 - (e) the buyer hereby warrants to the seller that paragraph 5(2b) of the Value Added Tax (Special Provisions) Order 1995 S1 1268 does not apply to the buyer.
- 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) the buyer must keep those records available for inspection by the seller at all reasonable times.

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

- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot and
- (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due and
- (c) if VAT is payable because the buyer has not complied with this condition 15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

16. Capital allowances

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

16.2 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.

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

16.4 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, and
- (b) to submit the value specified in the special condition to HM Revenue and Customs for the purposes of their respective capital allowance computations.

17. Maintenance agreements

17.1 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.

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

18. Landlord and Tenant Act 1987

18.1 this condition applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987

18.2 Unless the special conditions state otherwise 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.

19. Sale by practitioner

19.1 This condition applies where the sale is by a practitioner as an agent of the seller.

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

19.3 The practitioner and the practitioner's partners and staff have no personal liability in connection with the sale of the performance of the seller's obligations. The transfer is to include a declaration excluding the personal liability of the practitioner and of the practitioner's partners and staff.

19.4 The lot is sold:

- (a) in its condition at completion
- (b) whether or not vacant possession is provided
- (c) for such title as the seller may have and
- (d) with no title guarantee.

And the buyer has no right to rescind the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

19.5 Where relevant:

- (a) the documents must include certified copies of the charge under which the practitioner is appointed, the document of appointment by the lender 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.

GENERAL AUCTION CONDITIONS

- 19.6 The buyer understands this condition 19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- 20. TUPE**
- 20.1 Unless the special conditions state that TUPE applies then the seller warrants that there are no employees whose contracts of employment will transfer to the buyer on completion.
- 20.2 If the special conditions state that TUPE applies then:
- (a) the seller has informed the buyer of those employees whose contracts of employment will transfer to the buyer on completion
- (b) not less than five business days before the agreed completion date the buyer must confirm to the seller that the buyer has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment
- (c) the buyer is to keep the seller indemnified against all liability for those employees after completion.
- 21. Environmental**
- 21.1 This condition only applies where the special conditions also provide.
- 21.2 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.
- 21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- 22. Service Charge**
- 22.1 This condition applies where the lot is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.
- 22.3 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.
- 22.4 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 and in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay any incurred in respect of the period before actual completion date and the buyer must pay any 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.
- 22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure:
- (a) the seller must assign 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.
- 23. Rent reviews**
- 23.1 This condition 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.
- 23.2 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.
- 23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but strictly in accordance with the Tenancy 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.
- 23.4 The seller must:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including all 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.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

24. Tenancy renewals

- 24.1 This condition 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.
- 24.2 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.
- 24.3 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.
- 24.4 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
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under 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.
- 24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings in relation to this.
- 25. Warranties**
- 25.1 Available warranties are listed in the special conditions.
- 25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty
- (b) apply for, and the seller and the buyer must use all reasonable endeavours to obtain, any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- 25.3 If a warranty is not assignable the seller must on completion:
- (a) hold the warranty on trust for the buyer
- (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 or cost.
- 26. 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.
- 27. Notices and other communications**
- 27.1 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.
- 27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is treated as given when delivered or received. If delivered or received after 1700 hours on a business day it is to be treated as received on the next business day
- 27.3 If a communication is to be relied on that is not delivered by hand or otherwise proved to have been received it must be sent by first class registered or recorded delivery post to the address of the person to whom it is to be given as specified on the second business day after it has been posted.
- 28. Contracts (Rights of Third Parties) Act 1999**
- The contract is enforceable only by the seller and the buyer and (if applicable) their successors in title and, to the extent permitted by the conditions, by the auctioneers.

EXTRA CONDITIONS

1. The Lot
- The following extra provision shall be deemed to be inserted in General condition 1 "1.9 The lot is sold subject to the conditions and to the addendum (so far as applicable to the lot) and to the Notices to prospective Buyers"
2. Assignment
- The following shall be deemed to be added to general condition 26: - "unless the seller consents"
3. Sale by Private Treaty
- The seller reserves the right to sell the lot or any part of the lot by Private Treaty before the auction.
4. Liability of the Auctioneers
- The auctioneers shall be under no financial liability in respect of any matters arising out of the auction or the particulars for any lot or any of the conditions relating to any lot. No claims shall be made against the auctioneers by the buyer in respect of any loss or damage or claim actually or allegedly suffered by or made against the buyer by reason of the buyer entering in to the contract.
5. Buyers Fee
- The buyer and, where applicable, the nominee appointed by qualifying tenants under the provision of the Landlord and Tenant Act 1987 and/or the Housing Act 1996 shall be jointly and severally liable to pay to the auctioneers the buyer's fee referred to in the Notices to Prospective Buyers contained within the catalogue.
6. Verification Onus
- The following extra provision shall be deemed to be inserted in General Condition 1. "1.10 The buyer is not relying on the information in the particulars as proof that the current or any future use or nature of any lot is legitimate. The buyer acknowledges that the onus for verification lies solely with the buyer. If any information is not correct any liability of the seller and any remedy of the buyer are excluded to the extent permitted by statute"
7. This Extra condition replaces 2.2(b) of the General Conditions.
- Unless the Special Conditions for the lot in question state to the contrary the deposit paid to the auctioneers under General Condition 2.2(a) shall be held as follows.
- (a) That part representing the auctioneer's charges to the seller will be held by the auctioneers as stakeholder.
- (b) The balance will be held by the seller's solicitor as stakeholder.



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LAST DATE FOR ENTRIES

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27th July

20th June

21st September

15th August

23rd November

17th October



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