



By Road

M1

North:

Leave M1 at J28 and take A38 south. Four miles past Burton-on-Trent, turn off for Barton-under-Needwood. Brown sign for Barton Marina first left after ½ mile.

South:

Leave M1 at J19 and take M6 to J4. Take A446 until it joins A38 and 8 miles north of Lichfield turn off at Barton-under-Needwood.

M6

South:

Leave M6 at J15 and keep on A50 until turning off for A38. Travel 10 miles south and turn off at Barton-under-Needwood.

M5

North:

Leave M5 at J4a for M42 and continue until coming off at J9. Take A446 until it joins A38 and 8 miles north of Lichfield turn off at Barton-under-Needwood.

AUCTION DATES FOR 2008

- ◆ 16th July 2008
- ◆ 10th September 2008
- ◆ 12th November 2008

All auctions start at 2.30pm



Hough

Chartered Surveyors

PROPERTY AUCTION

*The Crows Nest 'The Waterfront' - Barton Marina,
Barton Under Needwood, Burton Upon Trent, Staffordshire DE13 8DZ.*

on **Wednesday 14th May 2008, at 2.30pm**



Hough & Co 22 Market Street Lichfield Staffordshire WS13 6LH

01543 414 126

F 01543 414 761 M 07968 584 887
info@houghandco.co.uk www.houghandco.co.uk







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welcome



Hough & Co. is a dynamic firm of Chartered Surveyors dedicated in providing a wide spectrum of core and specialist surveying disciplines for the commercial residential and rural sectors. Through our experience and expertise we provide a highly focused, solution-based service whatever your property needs.

Hough & Co. provide a professional auctioneering service tailored to work in partnership with independent estate agents throughout Staffordshire. The auctions will have a collection of lots marketed through your local independent estate agent.

Managing Director - Jim Hough BSc (Hons) MRICS

Professional Auctioneer - Gareth Holland B.Sc., Econ., M.Sc., CEnv., FRICS, FAAV

If you have properties considered suitable for inclusion in the forthcoming auction please call us.

AUCTION DATES FOR 2008

- ◆ **16th July 2008**
- ◆ **10th September 2008**
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order of sale

lot number	address details
lot one	Badgery Close, Uttoxeter, Staffordshire ST14 7RR
lot two	74 Upper St John Street, Lichfield, Staffordshire WS14 9DX
lot three	Land Adjacent 106 Newhall Street, Cannock

The advantages of selling at auction with Hough & Co.

- ◆ We provide an independent professional auctioneering service working in partnership with local Estate Agents.
- ◆ Our services are tailored to complement the existing sales service of Estate Agents and work in partnership **not** in competition.
- ◆ Having the property marketed through your choice of Estate Agent, you benefit from their experience in the local market.
- ◆ The ‘best’ price is achieved, with exchange of contracts on the day of the auction.
- ◆ Set completion date prior to the auction.
- ◆ No renegotiation or risk of the sale falling through: once the property has been sold the buyer enters a legally binding contract.



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 in 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 Auctioneers of their joint agents (if any) has any authority to make or give any representations or warranty whatsoever in relation to any lot.

EQUIPMENT, FITTINGS, SERVICES, ETC The Auctioneer's (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 of any such item 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 Plans in this catalogue, but not the venue location plan, may be reproduced by permission of the Ordnance Survey on behalf of the controller of Her Majesty's Stationery Office. Crown Copyright. All rights reserved. Licence No. _____.

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 17.5% may be chargeable on the purchase price of some lots, usually commercial properties. The Auctioneer's 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 PRICE Any guide price quoted is not to be treated as a valuation of the lot and is for guidance only. 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 edition are available at our office for inspection by prior arrangement, (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 £20.00 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 its content. Prospective buyers are strongly advised to consult their legal advisor, 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 AN OFFER 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 other applicants 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 AND 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 lots 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 arrangement 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 read carefully the final version of the Addendum on arrival at the auction 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 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 price.

THE BIDDING Please bid clearly by raising your bidding 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 the 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 £2,000.00 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.

PAYING THE PURCHASERS ADMINISTRATION FEE A charge of £200.00 plus 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 purchaser fails to complete no refund will be given.

MONEY LAUNDERING REGULATIONS We must inspect (again) and take and keep for our records, a photocopy of photograph of tow 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 purpose only.





General Conditions

The Auctioneer reserves the right to:-

- a) On behalf of his clients, to sell any of the Lots prior to the Auction and prospective buyers should verify the availability of the Lot prior to the Auction.
- b) Sell as a whole or in Lots.
- c) Amend the Lotting order.
- d) Withdraw the property prior to Auction.
- e) Determine the conduct of the Auction between competing bidders.
- f) Regulate the size of the bidding increments.
- g) Refuse bids.
- h) Bid on behalf of the Seller up to but not including the reserve price.
- i) Accept an offer prior to the Auction.

Subject to the Conditions of Sale which will not be read out on the date of the sale but may be inspected at the offices of the joint agents/auctioneers or the solicitors concerned on the five working days prior to the auction. All purchasers will be deemed to have knowledge of such conditions and the terms thereof and therefore will be deemed to bid on those terms whether they have inspected the conditions or not.

Responsibility to insure

Prospective buyers should note that it is the buyer’s responsibility to insure the property on the fall of the gavel.

Reserve Price

There will be a reserve price, however, the figure will be confidential and will be between the Auctioneer and the Vendors. If the Lot fails to reach the reserve price, the Auctioneer will state that the Lot has not been sold.

Completion/Money Laundering Regulations

The successful purchaser will be required to pay a deposit of 10% of the sale price upon the fall of the gavel. Purchasers should note that proof of identification must be provided to comply with the Money Laundering Regulations 2003. Completion of the sale will occur within 28 days unless stated otherwise at t Auction or as specified within the Contract of Sale. We do not accept cash as a means of deposit or payment.

Proof of Identity and Address

All successful bidders must provide proof of identity and address to the Auctioneers immediately after the fall of the hammer.

Original documents must be provided. Photocopies are not acceptable.

To Prove Identity

- Current signed passport
- Current full EU/UK Photo Card Driving Licence*
- Current full UK Driving Licence (old style)* (a provisional licence will not be accepted)
- Resident Permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- Firearms Certificate

Evidence of Address

- Current full UK Driving Licence (old style)* (a provisional licence will not be accepted)
- A utility bill issued within the last three months (not a mobile phone bill)
- Local Authority tax bill (valid for the current year)
- Bank, Building Society or Credit Union statement containing a current address
- The most recent original mortgage statement from a UK lender

* These documents may be used as an identity document or evidence but not both.

If the successful bidder is buying on behalf of someone else then the actual buyer will also be required to produce details.

Deposits

Deposits must be made in the form of either:-

- **Personal Cheque**
- **Company Cheque**
- **Bankers Draft**

Please contact the Estate Agent or Auctioneers office 24 hours prior to the Auction to confirm that the lot you are interested in is still available.

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 the 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 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 the 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 a 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 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 contact 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)
 - sing the 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

Deposits must be paid by cheque or bankers draft drawn in our favour on a UK clearing bank or building society. We do not accept credit or debit cards.

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 the 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 by the lot and must indemnify the seller in respect of any loss the seller incurs as a result of the buyer’s default.

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this auction

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your guide to **buying** at 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** think ahead. Hough & Co holds regular auction sales with a catalogue printed some weeks in advance. For your copy please contact the office.
- DO** go through the catalogue carefully. We are proud of our 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 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 office, 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 a private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the seller's 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. Advice should be sought 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 £2,000.00) 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 or 21 days on completion of the sale.
- DO** remember to bring the mans to pay the Purchaser's Administration fee of £200 (+ VAT) for each Lot purchased.
- DO** make sure the Auctioneer has your bid, by clearly indicating with catalogue or hand.

DONT'S

- DONT** 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.
- DONT** leave the insurance to sort out later. The property becomes the buyer's insurance risk as soon as the hammer falls.
- DONT** panic. Our auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.
- DONT** be late. It is useful to get some knowledge of how sales are conducted by seeing other lots being sold.
- DONT** come without identification. We will need some proof of identity when you pay your deposit.
- DONT** worry if you are unable to attend. You can buy a property at our action by telephone or by proxy if prior arrangements have been made.
- DONT** 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.
- DONT** lose track of the lot numbers, some of the properties sell very swiftly.
- DONT** 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!
- DONT** 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.



lot **three**

Address Land Adjacent 106 Newhall Street,
Postcode Cannock – Freehold with Vacant Possession
Location In a popular residential area of the town convenient for facilities at the town centre.

Description Individual building plot with the benefit of Planning Permission for the Erection of a single detached two bedroomed residential bungalow.

PLANNING: - Planning Permission for residential development was granted on appeal. Ref: APP/X3405/A/062030551 (previously CH/06/0559). Date 11.12.07

PLANNING AUTHORITY:-
Cannock Chase District Council



3 Market Hall Street, Cannock Staffs WS11 1EB
Tel: 01543 500700

Result: £

Ref:

Guide price £70,000 - £90,000



Vendors Solicitors:-

Mark Redler & Co., 23 Greengate Street, Stafford. ST16 2HS
 (Ref: Julie Meers) Tel: 01785 256445



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We provide a highly focused, solution-based professional service whatever your property



lot one



lot two

Address Badgery Close, Uttoxeter, Staffordshire

Postcode ST14 7RR

Location Badgery Close is located within reach of the amenities of Uttoxeter town centre and is readily accessible for the A50 and travel to Stoke, Derby and Burton on Trent.

Description This single building plot of around 180 square metres with planning permission for the erection of one detached dwelling. The plot forms part of planning consent 03211/12 granted by East Staffordshire Borough Council on the 13th July 1979. For further enquiries contact ESBC planning department on 01283 508000.



Marketed in conjunction with sales agent
Lichfield Office: 01543 414606

Result: £

Ref:

Guide price £60,000 - £80,000



Vendors Solicitors:-

McGregor Solicitors – Julie McGregor, 35 Market Street,
Lichfield, Staffordshire WS13 6LA Tel: 01543 414 202

Guide price £120,000 - £150,000



Vendors Solicitors:-

Hinckley Birch & Brown – Chris Kitto, 20 St John Street,
Lichfield, Staffordshire WS13 6PD Tel: 01543 262491

Address 74 Upper St John Street, Lichfield, Staffs

Postcode WS14 9DX

Location Positioned within walking distance to Lichfield City and in King Edward VI school catchment. Close to train/bus station.

Description Period semi-detached two storey dwelling which requires complete refurbishment and modernisation. Offering potential for office with residential flat above subject to the relevant approval by local authority.



Marketed in conjunction with sales agent
Lichfield Office: 01543 414606

Result: £

Ref: