

Online Auction Buyer Terms and Conditions

These terms and conditions govern the conduct of our Online Auctions in conjunction with Essential Information Group. By proceeding to bid you agree to these Online Auction Buyer Terms and Conditions. All properties sold by Auction using Online Auctions are governed by these Terms and Conditions. By agreeing to these Terms and Conditions you agree to be bound by them for all property lots that you bid on, both now and in the future. Should we change the Terms and Conditions, you will be required to accept the new terms and Conditions before continuing to bid. If you are successful in winning the Auction you agree to pay over the balance of your Reservation Fee representing the greater of 3.6% of the sale price or a minimum amount of £3,600 within 24 hours of winning the Auction. An initial deposit of £1,000 may be taken immediately from the card registered with ourselves. Both figures include vat at the prevailing rate. You accept that the Auctioneer cannot guarantee that the internet connectivity, server or software will not fail from time to time. In the event of a total or partial failure the Auctioneer reserves the right to declare the result of the Auction null and void and to restart the Auction when the service is restored.

Introduction

These Terms and Conditions have three main sections:

1. Glossary

This gives meanings to some words used in the rest of these Terms and Conditions

2. Auction Conduct Conditions

This regulates the conduct of the Auction. If you bid for a property that is offered for sale in an Online Auction you do so on the basis that you accept them.

3. Exclusivity Agreement Conditions

If you are the highest bidder at the conclusion of an Online Auction and you bid is higher or equal to the Reserve Price, your winning bid will be deemed to have secured your exclusive 'Option to Purchase' the Property at the winning bid price within the prescribed time period as set out in the Exclusivity Agreement. These Terms and Conditions are legally binding.

Important Notice

Before bidding for a property we advise:
Taking professional advice from a conveyancer, surveyor and accountant.

Reading and Understanding the Terms and Conditions
Having suitable finance available for purchase and Reservation Fee.

Reading and Understanding the Auction Legal Pack.
Considering other related items such as VAT registration and election.

Should you choose to purchase a property via our Online Auction without taking these normal precautions you do so at your own risk.

1. GLOSSARY

This Glossary applies to the Auction Conduct Conditions and Exclusivity Agreement Conditions and Sale Conditions.

Wherever it makes sense:

Singular words can be read as plural words and vice versa. A 'Person' includes a corporate body. Words of one gender include the other genders. References to legislation are to that legislation as it may have been modified or re-enacted by the date of auction or the Contract Date and

Where the following words appear they have the specified meanings –

Approved Financial Institution

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

Auction

The Online Auction

Auction legal Pack

The pack of documents relating to the property which is being offered at an Online Auction

Auctioneer

The auctioneer providing the Online Auction

Bidder

The person who registers to bid and partake in an Online Auction

Bidder registration Process

The process by which data and information is collected in relation to a Bidder. This will include but is not limited to identity, credit or debit card details and contact information.

Business Day

Any day except Saturday, Sunday, a bank holiday in England or Wales, Good Friday or Christmas Day.

Buyer

The person who bids and buys the Exclusivity Agreement for The Property, or if applicable, that person's legal representative or agent. If there are joint buyers, their obligations can be enforced against them jointly or against each of them individually.

Completion

Contract completion will be set for 28 days following Contract Exchange unless agreed otherwise by the Seller.

Condition

One of the Auction Conduct Conditions or Exclusivity Agreement Conditions or Sale Conditions.

Contract

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

Exclusivity Agreement

The contract which the Buyer and the Seller agrees to be bound by giving the Buyer the exclusive right to exchange contracts to purchase the Property within the

time period set out in the particulars of sale at the price set by the highest bid at or over the Reserve Price.

Exclusivity Agreement Fees

The charges outlined in the Exclusivity Agreement.

Reservation Fee

A non-refundable payment, equal to 3.6% of the sale price subject to a minimum amount of £3,600, payable by the Buyer within 24 hours of winning the Auction.

Online

On our website or one of our accredited partner's websites.

Option to Buy

The exclusive period of 28 calendar days provided to the Buyer to exchange contracts on the Property by the Buyer.

Price

The figure that the Buyer agrees to pay for the Property.

Property

The subject of the Online Auction.

Seller

The person selling the Property. Joint Sellers' obligations can be enforced against them jointly or individually.

We, Us, Our

The Auctioneers.

You, Your, Yours

Someone who Bids on an auction, regardless of whether they become a buyer.

2. AUCTION CONDUCT CONDITIONS

2.1 Introduction

2.1.1 Where a Property is advertised for Online Auction –

You have been given access to that Auction only on the basis that You accept these Auction Conduct Conditions which govern our relationship with You and cannot be changed, varied or treated as not applicable unless We agree in writing.

2.2 Our Role

2.2.1 As agents for each seller we have authority to

- (a) Offer each property for sale by Online Auction.
- (b) Receive Exclusivity Agreement Fees.
- (c) Sign each Exclusivity Agreement or behalf of each seller.
- (d) Treat an Exclusivity Agreement as void if the Buyer fails to pay the relevant fees on time.

2.2.2 Our decision on the conduct of the Online Auction is final.

2.2.3 We may cancel the Online Auction or change the way that a property is offered for sale.

2.2.4 We may withdraw a property from sale anytime up to the end of the Online Auction.

2.2.5 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.

2.3 Bidding and Reserve Prices

2.3.1 All bids are to be made in pounds sterling exclusive of any applicable vat.

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

2.3.3 All bids made Online must comply with the terms and conditions applicable to both our website and our partners' websites.

2.3.4 All disputes over bidding will be resolved by us, Our decision being final.

2.3.5 Each property is subject to a Reserve Price. If no bid equals or exceeds the Reserve Price at the conclusion of the Online Auction, the property will be withdrawn from the Online Auction.

2.3.6 The Seller or his representative may bid up to the Reserve Price but not equal to or in excess of the Reserve Price. Therefore, all bids up to the Reserve Price may be made by or on behalf of the Seller.

2.3.7 The advertised starting bid or guide price is usually within 10% of any set Reserve Price. The Reserve Price can be moved at any time before the commencement of bidding.

2.3.8 The seller may take the highest bid below the set Reserve Price or alternatively reduce the Reserve Price during the Online Auction.

2.4 Property Description

2.4.1 We take reasonable care to describe each property based upon information provided by or on behalf of the Seller. It is Your responsibility to check that this information is correct.

2.4.2 The description of a Property may change prior to the Online Auction and it is Your responsibility to check that you have the correct version.

2.4.3 Where we provide information or a copy of a document provided by others we are not responsible for the accuracy of that information or document.

2.5 The Exclusivity Agreement

2.5.1 A successful bid is one that is the highest bid at or above the Reserve Price at the end of the Online Auction.

2.5.2 It is Your responsibility to ensure that the Reservation Fee is paid to Us in accordance with the Online Auction process within 24 hours of the end of the Online Auction.

2.5.3 By bidding you accept these terms and conditions and further authorise Us to sign the Exclusivity Agreement on your behalf if You are the successful bidder.

2.5.4 You must provide all information that We reasonable require from you to enable us to complete the Exclusivity Agreement.

2.5.5 If you do not we are entitled to offer the property for sale again or offer the property to the under bidder without recourse or refund of any monies paid.

2.5.6 Where a full or part reservation Fee is paid, it is held as stated in the conditions of the Exclusivity Agreement and must be paid in pounds sterling via debit card, credit or bank transfer.

2.5.7 We will retain electronic data of your winning bid and all other activity on the Property.

2.5.8 You are personally liable to comply even if you are acting as an agent for the Buyer or buying on behalf of a company.

2.5.9 Where the buyer is a company, You warrant that the buyer is properly constituted and able to buy the property.

3. EXCLUSIVITY AGREEMENT CONDITIONS

3.1 Introduction

3.1.1 When you win an Online Auction you win an Exclusivity Agreement and your winning bid is legally binding upon you to proceed on those terms and conditions. A summary of the terms and conditions of the Exclusivity Agreement is as follows.

3.2 Payment of Exclusivity Agreement Fee/Reservation Fee

3.2.1 These conditions apply when an Exclusivity Agreement Fee must be paid by you on winning an Online Auction for a property.

3.2.2 Once we have signed on your behalf the Exclusivity Agreement and you have paid the Exclusivity Agreement Fee the Property shall be reserved to the Buyer for the Exclusivity Period stated in the Exclusivity Agreement. This is the period of time in which the Buyer has to Exchange Contracts.

3.2.2 Upon winning an Online Auction and the purchase price is above or equal to the Reserve Price, the buyer agrees to pay the Exclusivity Agreement Fee within 24 hours of the auction end via bank transfer or credit/debit card.

3.2.3 The Exclusivity Agreement Fee will only be returned to the Buyer if the purchase does not exchange contracts due to the Seller's failure to meet their obligations.

3.3 Seller's Obligations

3.3.1 Once the Exclusivity Agreement has been signed and the Exclusivity Agreement Fee has been paid, the Seller will grant to the Buyer a period of exclusivity to proceed to exchange of contracts.

3.3.2 During this Exclusivity Period, the Seller agrees –
(a) There will not be another Exclusivity Agreement on the property.

(b) Not to transact with the title to the Property.

(c) Not to send, instruct or allow any contract for the Sale of the Property to be sent to anyone other than the Buyer's solicitors.

(d) To give sufficient access to the property as reasonable required by the Buyer.

(e) Not to negotiate with anyone other than the Buyer terms of sale of the Property.

(f) To use all reasonable endeavours to proceed to a formal exchange of contracts within the Exclusivity Period.

(g) To supply all necessary documentation, information and authority to enable the Seller's solicitors to enable the exchange of contracts within the Exclusivity Period.

(h) To instruct the Seller's solicitors to issue a contract for the sale of the Property to the Buyer's solicitors and to proceed to exchange of contracts within the Exclusivity Period.

3.3.3 The Seller may grant an extension of the Exclusivity Period however any such extension shall be confirmed in writing by the Seller's solicitor. The Seller is under no obligation to do so.

3.4 Buyer's Obligations

3.4.1 The Buyer agrees –

(a) To use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period.

(b) To immediately instruct the Buyer's solicitors to review title to the property, negotiate the draft contract, raise enquiries and any other work necessary to enable contracts for the Property to be exchanged within the Exclusivity Period.

(c) That if using external finance to fund part or all of the purchase, to do whatever is necessary to process the Buyer's application and progress, including but not limited to the payment of application and survey fees.

(d) To keep the auctioneer or partner agent advised of progress with both the external funding and purchase process.

(e) To ensure that contracts are exchanged and completed on the property in line with the dates agreed in the contract and memorandum of sale.

3.4.2 The Buyer agrees that if contracts for the purchase of the property have not been legally and unconditionally exchanged within the Exclusivity Period the Seller has the absolute right to offer the Property for sale free of ANY obligation to the Buyer. In such a case the Buyer accepts that the Exclusivity Agreement Fee/Reservation Fee is forfeited without recourse.

3.5 Binding Obligations

3.5.1 These conditions of exclusivity must be read in conjunction with the Exclusivity Agreement applicable to a particular Property offered for sale by Online Auction. Where there is any conflict or inconsistency between these terms and conditions the relevant terms and conditions of the individual Exclusivity Agreement shall apply.

3.5.2 These terms and conditions and the Exclusivity Agreement comprise legally binding obligations on you. It is therefore recommended that you seek independent legal advice on these terms and Conditions and the Exclusivity Agreement before bidding on a Property offered for sale.

3.6 Auctioneer

3.6.1 You acknowledge and agree that we act as an agent of the seller and not in our own capacity.

3.6.2 Save in the event of fraud or death or personal injury resulting our negligence, neither Us nor any of our group companies, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to these conditions or to any Property.

3.6.3 The Bidder accepts and agrees that the Auction as provided by the Auctioneer, their agents or servants, can be subject to full or partial failure from time to time due to, but not limited to, internet connectivity, server or software, and the Auctioneer will not be liable in any way for any loss or damage to the Buyer in this event.