

ALLSOP LLP – AUCTIONEER TERMS FOR SOLELY ONLINE AUCTIONS

INTRODUCTION

Background

The terms and conditions set out in the following parts of this document govern the basis on which **you** may participate in specific, solely online, **auctions** that **we**, Allsop LLP, may conduct from time to time, including the basis on which properties may be sold by **us** via these **auctions**.

Contents of this document

This document is split into the following parts:-

1 Part One – Glossary

This is a glossary explaining how this document should be read and interpreted, including an explanation of the meaning given to particular expressions used in this document. The words and expressions defined in the Glossary appear in bold throughout these **auctioneer terms**

2 Part Two – Registration to bid and online auction bidding application

These are terms and conditions which describe particular requirements **you** will need to meet before participating in any **auction**, including requirements relating to: (i) verification of identity; and (ii) payment of a **bidder security** payment.

3 Part Three – Notices for prospective buyers

These are terms and conditions which refer to various matters relating to the sale of properties by **auction** and which any prospective **buyers** should read very carefully before participating.

4 Part Four – Auction conduct conditions

These are terms and conditions which govern further aspects of the relationship between **us**, as **auctioneers**, and any bidders who participate in **auctions**. As further explained in Part Three, these conditions have been adapted from the RICS Common Auction Conditions (edition 4.0).

5 Part Five – Website terms & use of data

This refers to separate documents which will apply in relation to **your** use of **our website** and the processing by of **us** of data relating to **you** or **your** representatives.

6 Appendix

This document also includes an appendix comprising a form of **purchase agreement** to be entered into by Allsop LLP on behalf of a **seller** and **buyer** (see section A5 of Part Four – **auction conduct conditions**).

Changes to this document

The contents of this document may be changed by **us** from time to time. As a result, as well as being asked to confirm acceptance of these terms and conditions when **you** first register for a particular **auction**, **you** may also be asked to re-confirm **your** acceptance (with reference to the latest version of this document then published on **our website**) on future visits to **our website** and/or prior to participating in a particular **auction**. In any event, by participating in the **auction** **you** will be treated as having accepted the latest version of this document in force as at the date of the **auction**, as published on **our website** and/or referred to by **our** representatives prior to the start of the **auction**.

Important note – if you are not the intended buyer

If **you** participate in an **auction** on behalf of another person (as the intended **buyer** of a particular property or "lot"), the legal effect of **you** doing so is as follows:-

- **You** will be responsible, in **your** own name and not simply as agent for a third party **buyer**, for ensuring compliance with all obligations in these **auctioneer terms** relating to participation as a bidder in the **auction**;
- **You** must ensure that **you** have all necessary authority to act on behalf of, and to contractually bind and commit, the relevant **buyer** to all obligations set out or referred to in these **auctioneer terms** which expressly or by implication apply to **buyers**. This includes authority to authorise **us**, the **auctioneers**, to enter into a written purchase agreement on behalf of the relevant **buyer** where **you** successfully bid for a property on the **buyer's** behalf – see Part Four of this document for more details on this.
- If for any reason the person identified by **you** as being the intended **buyer** fails to comply with any obligations which expressly or by implication apply to **buyers** (including any situation in which the intended **buyer** disputes **your** authority to act and/or contract on its behalf for these purposes), **you** will be responsible to **us** for any loss **we** or any **seller** suffers as a result of that failure. This includes any failure to comply with obligations relating to the purchase of any property for which **you** successfully bid via an **auction**.

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PART ONE - GLOSSARY

In this document, unless the context otherwise requires, the following definitions and rules of interpretation will apply:-

- Singular words can be read as plurals, and plurals as singular words.
- A "person" includes a corporate body.
- Words of one gender include the other genders.
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the date of the **contract for sale** (as applicable); and
- References to the expressions "include", "including" and "in particular" are to be read as if they were followed with the words "but without limitation".

Addendum (and addenda)

An amendment or addition to the **auction pack** or to the **particulars**, set out in a supplementary document, described as an "Addendum", which is made available on the relevant **lot page**

Approved financial institution

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the **auctioneers**

Auction

The **auction** conducted by the **auctioneers** in which it is intended that bidders will have the opportunity to bid online via the **website** as the sole means of participation.

Unless the context otherwise requires:

- Reference in these **auctioneer terms** or in any **purchase agreement to you** participating in an **auction** or bidding for a **lot** will be treated as including circumstances in which **you** (or any intending **buyer** on whose behalf **you** are acting) make an offer to buy, or otherwise seek to buy, a **lot** which is made available for sale on a private treaty basis, either prior to or following an **auction**; and
- References in these **auctioneer terms** or in any **purchase agreement** to any successful bid will be treated as including any offer which is made on the basis described above and then accepted by the **auctioneers** (whether automatically or by operation of the **website** or otherwise)

Auction Conduct Conditions

The terms and conditions set out in Part Four of these **auctioneer terms**

Auctioneers

The auctioneers at the **auction**, being Allsop LLP (a limited liability partnership registered in England and Wales with registered number OC 315531 whose registered office is at 33 Wigmore Street, London W1U 1BZ)

Auctioneer terms

The terms and conditions set out in this document, the contents of which include those described in the "Introduction" page above

Auction pack

The documents (including the **conditions of sale**) and information prepared by or on behalf of the **seller** in relation to a particular **lot**, as set out on the relevant **lot page** on the **website**

Bidder security

The sum which **you** and other bidders will each be required to pay, prior to bidding for any **lot**, as security for: (i) payment of **our buyer's fee**; and (ii) payment in respect of the deposit that will become payable on successfully bidding for a **lot**

The relevant sum is payable by electronic bank transfer to **our client account** as more particularly set out in Part Two of these **auctioneer terms**, in the following amount:

At **our Commercial auctions**, a sum (per **lot**) of £10,000

At **our Residential auctions**, a sum (per **lot**) calculated by reference to the published guide price for the **lot** as follows:

<u>Guide price</u>	<u>bidder security payable</u>
£1 - £49,999	£2,000
£50,000 - £149,999	£5,000
£150,000 and above	£10,000

The **auctioneers** reserve the right to vary the amount of the **bidder security** for any **lot** at any time prior to the **auction**

The **bidder security** may only be paid in Sterling and **we** will refuse to accept any funds that are not drawn in Sterling

Please see Part Two of these **auctioneer terms** for more detail on the basis on which relevant **bidder security** sums may be applied by the **auctioneers** towards payment of the **buyer's fee** and the deposit applicable to a particular **lot**

Business day

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

Buyer

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

Buyer's fee

The sum that **you** will be required to pay to **us, the auctioneers**, as a fee in respect of each **lot** for which **you** successfully bid in an **auction**, in the following amount (in each case shown inclusive of **VAT** at 20%):

At **our Commercial auctions**, a **buyer's fee** of £1,000 per **lot**

At our Residential auctions, for **lots** sold for a **purchase price** of £10,000 or more: a **buyer's fee** of £1,250 per **lot**; or, for **lots** sold for a **purchase price** of less than £10,000: a **buyer's fee** of £250 per **lot**

Client account

The **auctioneer's** bank client account, details of which will be supplied to **you** following receipt of **your online auction bidding application**

Completion

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

Conditions of sale

In respect of a particular **lot**, the relevant contractual conditions of sale applicable to that **lot**, as set out or referred to on the relevant **lot page** including and as supplemented or varied by any relevant **addendum**

Contract for sale

The contract under which the **seller** agrees to sell and the **buyer** agrees to buy the **lot** and which includes the relevant **conditions of sale**

Lot

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

Lot page

In respect of any particular **lot**, the page or pages on the **website** headed "Lot 'x'" at which documents and other information relating to that **lot** (including the **conditions of sale**) are made available

Online auction bidding application

The application that **you** must make via **our website** in order to be able to bid for a **lot** in the **auction**, as more particularly set out in the notices in Part Three of these **auctioneer terms**

Particulars

The details prepared by the **auctioneers** that contain descriptions of each **lot** (as varied by any **addendum**)

Purchase agreement

The written agreement, in the form set out in the Appendix to these **auctioneer terms**, which the **auctioneers** will populate, sign and date on behalf of both the **seller** and the **buyer** to confirm in writing on a legally binding basis the terms and conditions applicable to the sale and purchase of a particular **lot** for which a bid has been accepted via the **auction**. For the avoidance of doubt, the **purchase agreement** may also be used (with any necessary or appropriate adaptations to its form) to confirm on a legally binding basis the terms and conditions applicable to a sale and purchase of a particular **lot** that is agreed between the **seller** and the **buyer** either prior to or (where the **lot** is not sold at the **auction**) after the **auction**

Purchase price

The price that the **buyer** agrees to pay and the **seller** agrees to accept for the **lot** via the **auction** or, if the **lot** is not sold via the **auction**, the price agreed between the **buyer** and the **seller** for the **lot**

Registration to bid (and register to bid etc)

The compulsory registration process that all bidders and intended **buyers** must satisfactorily complete prior to being able to bid at any of **our auctions** as further described in Part Two of these **auctioneer terms**

Seller

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

User account

The unique user account (consisting of user ID and password) that **you** will need to use in order to bid at the **auction**, as more particularly set out in the notices in Part Three of these **auctioneer terms**

VAT

Value Added Tax or other tax of a similar nature

We (and us and our)

The **auctioneers**

Website

Our website at <https://www.allsop.co.uk/> together with any other website (including any third party website embedded within or otherwise accessible via **our** website) which is used to allow prospective bidders to register and, subject to these **auctioneer terms**, participate in particular **auctions**

You (and your)

Someone who participates in the **auction**, whether or not a **buyer**.

As set out in the introduction to these **auctioneer terms**, if **you** participate in any **auction** on behalf of another person (as the intended **buyer** of a particular **lot**), the legal effect of **you** doing so is as follows:-

- **You** will be responsible, in **your** own name and not simply as agent for a third party **buyer**, for ensuring compliance with all obligations in these **auctioneer terms** relating to participation as a bidder in any **auction**;
- **You** must ensure that **you** have all necessary authority to act on behalf of, and contractually bind and commit, the relevant **buyer** to all obligations set out or referred to in these **auctioneer terms** which expressly or by implication apply to **buyers**, including the **conditions of sale** applicable to the relevant **lot**. This includes authority to authorise **us**, the **auctioneers**, to enter into a written **purchase agreement** on behalf of the relevant **buyer** where **you** successfully bid for a **lot** on the **buyer's** behalf – see section A5.7 of the **auction conduct conditions** (at Part Four of these **auctioneer terms**) for more details on this.
- If for any reason the person identified by **you** as being the intended **buyer** fails to comply with any obligations which expressly or by implication apply to **buyers**, including any circumstances in which the intended **buyer** disputes **your** authority to act and/or contract

on its behalf for these purposes, **you** will be responsible to **us** for any loss **we** or any **seller** suffers as a result of that failure. This includes any failure to comply with those obligations which relate to the purchase of any **lot** for which **you** successfully bid via an **auction** – please refer in particular to section A5 of the **auction conduct conditions** at Part Four of these **auctioneer terms**

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PART TWO – REQUIREMENTS RELATING TO REGISTRATION TO BID AND ONLINE AUCTION BIDDING APPLICATION

Prior to participating in any **auction**, **you** will need to have complied with the following requirements. If any of these requirements are not complied with, **you** will not be permitted to participate in an **auction** and/or bid for any lot.

R1 Registration to bid (anti-money laundering & verification of identity) and online auction bidding application

- R1.1 **Registration to bid** is compulsory for all bidders and (where different) **buyers** at all of our **auctions**. All checks required by current anti-money laundering legislation must be satisfactorily completed as part of this process before prior approval to bid will be given. **You** can **register to bid** via **our website** at www.auctions.allsop.co.uk/remote-bidding. If **you** have not received **our** prior approval to bid, **you** will not be able to participate in the **auction**.
- R1.2 If **you** wish to bid at the **auction**, **you** must, in addition to **your registration to bid**, also submit an **online auction bidding application**. **You** must submit **your online auction bidding application** via **our website** at www.auctions.allsop.co.uk/remote-bidding.
- R1.3 As part of the **online auction bidding application** process:
- (a) **You** should complete the online application form, entering **your** full details (including name, address and telephone number) in the Bidder's Details section of the form and full details of the intended **buyer** in the Buyer's Details section;
 - (b) The bidder and buyer details **you** enter must match those entered in **your registration to bid**;
 - (c) **You** must confirm acceptance of these **auctioneer terms** on behalf of **yourself** and (where different) the **buyer** by ticking the Acceptance Box in the online application form;
 - (d) **We** will then email **you** to request payment of the **bidder security** (such payment to then be made in accordance with clause R2 below).
- R1.4 In order for **your online auction bidding application** to be considered, both **your registration to bid** and **your online auction bidding application** and payment of **your bidder security** must be received by **us** in good time before and, in any event, by not less than 2 working days prior to the **auction**. Once all required items and information have been received to **our** satisfaction, **we** will email **you** to confirm approval of **your online auction bidding application** and to provide details of how to create **your user account**.
- R1.5 You acknowledge and agree that **we** may keep an electronic copy of the identification documents and information that **you** provide in respect of **your registration to bid** and may retain them in **our** records in accordance with RICS Best Practice guidelines on bidder identity verification. Please also see clause A5.8 of the Auction Conduct Conditions contained in Part Four of these **auctioneer terms** regarding **our** requirements relating to **registration to bid** and identity verification. For the avoidance of doubt, **we** reserve the right to request additional or updated information from **you**, as a condition of **you** participating in any of **our auctions** (including the particular **auction** in respect of which **you** have registered and/or applied to bid), where **we** consider this is necessary in order to comply with **our** legal or professional obligations.

R2 Bidder security

R2.1 **You** will be required to pay **us** a **bidder security** in respect of each **lot** for which **you** wish to bid, in the sum set out under “**bidder security**” in the Glossary in Part One of these **auctioneer terms**. This will be requested by email once we have received **your registration to bid** and **your online auction bidding application** and payment must then be made by way of electronic bank transfer to **our client account**. The **bidder security** will be applied in the following way in circumstances where **you** successfully bid for a particular **lot**:-

- (a) firstly, toward payment of **our buyer's fee**; and
- (b) as to the balance, payment or part payment as appropriate of the relevant deposit for the **lot**.

R2.2 Following from this:-

- (a) if **you** successfully bid in the **auction** for a particular **lot**, **we** will apply the **bidder security** towards payment of **our buyer's fee** and (subject to R2.2 (b) below) payment of the relevant deposit. **We** will not be required to obtain any consent from **you** at the time as to the **bidder security** being applied in this way and **you** will not have any right to have the **bidder security** refunded to **you** (except to the extent provided in R2.3(a) below);
- (b) if **you** successfully bid for multiple **lots**, **we** will have the right to decide, at **our** discretion, how the **bidder security** should be applied against the various relevant deposits. For example, **we** may decide to apply the whole of the **bidder security** (after payment of **our buyer's fees**) towards payment of just one of the deposits, or to apportion the **bidder security** between multiple deposits as **we** think fit;
- (c) if **you** choose not to bid for any **lot**, or do bid but are not successful in the process, the **bidder security** will be returned after the relevant **auction** to the account **you** indicated to **us** on registration or, at our option, to the solicitors **you** indicated would be acting on **your** behalf.

R2.3 Where paragraph R2.2 (a) or (b) applies:-

- (a) **we** will provide **you** with a statement after the **auction** showing how the **bidder security** has been applied and confirming either (i) the amount still payable by **you** (to be paid by electronic funds transfer to **our client account** within 24 hours after the close of the **auction**) by way of the deposit (or balance of the deposit) in respect of each **lot** **you** have successfully bid for; or (ii) the amount to be refunded to **you** if the **bidder security** paid in respect of the **lot** exceeds the aggregate of any **buyer's fee(s)** and deposit(s) due in respect of any **lot(s)** for which **you** have bid. Any refunds will be made to the account from which funds were transferred by **you** or, at **our** option, to the solicitors **you** have indicated are acting in connection with the **lot**.
- (b) if **you** (or the **buyer**, as applicable) fail to complete the purchase of a **lot** in accordance with the **contract for sale**, the deposit (including any part of the deposit funded by way of the **bidder security** payment) is at risk of being forfeited in accordance with the relevant **conditions of sale**.

R3 Third party website terms

R3.1 **We** may at **our** discretion use a third party's website or services (including a website embedded within or otherwise accessible via **our own website**) in order to allow **you** and other bidders to register with **us** and, subject to relevant registration requirements and other matters set out in these **auctioneer terms**, participate in **auctions**.

R3.2 Where paragraph R3.1 applies:-

- (a) **you** may be required as part of **your online auction bidding application** to confirm acceptance of particular terms and conditions (including terms and conditions described as "bidder terms" and "website terms") relating to the provision by the relevant third party of its website and/or services;
- (b) the third party terms and conditions referred to above are intended principally to govern the legal relationship between **you** and the relevant third party. However, it is a requirement of **our own auctioneer terms** as set out in this document that **you** comply with these third party terms and conditions and **we** may have rights to enforce certain of those terms and conditions for **our own** benefit;
- (c) the terms and conditions set out or referred to in these **auctioneer terms** will continue to govern the legal relationship between **you** and **us**. In particular, as regards use of **our website** (as distinct from any third party website) **our own website** terms of use and privacy policy, as referred to in Part Five of these **auctioneer terms**, will apply;
- (d) for the avoidance of doubt, **we** will not be legally responsible to **you** for any default, failure, malfunction or other act or omission on the part of any third party website or service provider. The responsibility for any default, failure, malfunction, act or omission of this kind will lie with the relevant third party directly, subject to its own terms and conditions (as referred to at (a) above).

R4 Changes to auctioneer terms

R4.1 **We** may vary or supplement these **auctioneer terms** at any time after **you** have registered to bid at a particular **auction** (and in the course of doing so, confirmed **your** acceptance of these **auctioneer terms** in the form published on the **website** at the time) but before the relevant **auction** starts. In these circumstances:-

- (a) the latest version of these **auctioneer terms**, as varied or supplemented by **us** and then either published on **our website** and/or referred to in announcements made by **us** to **you** and other registered bidders prior to the start of the **auction**, will apply to **you** and **your** participation in the **auction**;
- (b) **we** may ask **you**, prior to participating in the **auction**, to confirm **your** acceptance of the latest version of these **auctioneer terms** and, if **you** fail to do so, **we** may decide that **you** are not permitted to bid for any **lot** or otherwise participate in the **auction**.

R4.2 If **we** decide under paragraph R4.1 above that **you** are not permitted to participate in an **auction** then (for the avoidance of doubt) **we** will return to **you** the full amount (without interest) of any **bidder security** that **you** may already have paid to **us**.

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PART THREE – NOTICES FOR PROSPECTIVE BUYERS

These notices are intended to assist prospective **buyers** – if **you** are bidding on behalf of a prospective **buyer**, **you** should ensure these notices are drawn to the attention of the prospective **buyer**.

Legal matters in the UK can be complex and so these notices, together with the **auction conduct conditions** and all other conditions, documents or matters affecting the **lot you** are interested in (including those available on the relevant **lot page**) should be read and considered carefully. Whilst the **sellers** of the **lots** described in each **auction pack** have used reasonable efforts to ensure that **lots** are correctly described, **we** strongly recommend that **you** appoint professional advisors, including independent legal advisors, and arrange for them to consider and advise **you** on all aspects of **your** intended purchase.

N1 Guide prices and reserve price

- N1.1 Where a guide price (or a range of prices) is given for a **lot**, that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell on the date that the guide price (or range of prices) is published. The reserve price is the minimum price at which the **lot** can be sold. Both the guide price and the reserve price may be subject to change up to and including the day of the **auction** and **you** are therefore advised to check **our website** regularly for updates.
- N1.2 The **auctioneers** have not carried out valuations of any of the **lots** in the **auction**. Consequently, **you** should not treat any guide price or reserve price that is published in respect of a **lot** nor any estimate or suggestion as to the price for which a **lot** may be sold or price that **you** might consider bidding for a **lot** as being a valuation for that **lot**. It is **your** responsibility to decide how much **you** should bid for any **lot**.

N2 Conditions of sale

- N2.1 It is expected and intended that the successful **buyer** of any **lot** will become legally bound by the **conditions of sale** applicable to that **lot** from the moment that the **buyer** is successful i.e. from the moment in time that the **buyer's** bid is accepted by the **auctioneers** on behalf of the **seller** (subject to and in accordance with the **auction conduct conditions**) as being the highest valid bid for the relevant **lot** at that time. For completeness, the existence and terms of the relevant **contract for sale**, arising from a successful bid in the **auction**, will then be confirmed in writing in a **purchase agreement** entered into under the arrangements described in paragraph N4.1.
- N2.2 It will be assumed that **you** have read and considered all relevant legal conditions and any other relevant documents for the **lot(s)** **you** are interested in on or before the day of the **auction**, that **you** have shown them to **your** professional advisors and have taken their professional advice before bidding.
- N2.3 The relevant legal conditions consist of the following:
- (a) the **auction conduct conditions**, which govern the relationship between **us** (the **auctioneers**) and anyone who sells a **lot**, or bids for and/or buys a **lot**, via an **auction**. These are based on the RICS Common Auction Conditions (edition 4.0) but with various modifications resulting from the **auction** being held solely online.
 - (b) the **conditions of sale** applicable to the **lot** in question, as published on the relevant **lot page**; and
 - (c) any **addendum** or **addenda** relating to the **lot**, as published on the relevant **lot page** or otherwise drawn to the attention of bidders prior to the start of bidding for that **lot**. This document will detail any corrections,

amendments and/or additions made to the **particulars** and/or **conditions of sale** contained in the **auction pack** for any of the **lots**. It will be assumed that **you** have read each **addendum** and have satisfied **yourself** as to the content and implications of any **addendum** item relating to any **lot you** are interested in before bidding.

N3 Bidding procedures

- N3.1 In order to be able to bid in any of **our** auctions, **you** must first **register to bid** and then make an **online auction bidding application** in respect of the particular **auction** in which **you** wish to participate, as a result of which **you** will be asked to pay the **bidder security**. Once **we** have approved **your registration to bid** and **your online auction bidding application** and **we** have received payment of **your bidder security**, **we** will contact **you** with details of how to create **your user account**, which **you** will need in order to be able to bid in the **auction**. Please refer to section R1 above for further details on terms and conditions that will apply in respect of these processes. **You** must keep **your user account** identity details strictly confidential and not disclose them to any third party. **We** will be entitled to assume that any person accessing the **website** via **your user account** is **you** and treat **you** as being responsible for ensuring compliance with any contractual obligations relating to use of the **website** and/or participation in the **auction** via **your user account**. In particular, therefore, **you** will be responsible to **us** for ensuring compliance with all obligations in relation to the purchase of any **lot** for which a bid is successfully made via **your user account**.
- N3.2 Once **your user account** has been created, **you** can sign into the **auction**, using **your** username (email address) and password, and participate in the **auction**.
- N3.3 Bidding procedures will be regulated by **us** in accordance with the **auction conduct conditions**. For these purposes:-
- (a) **we** may make specific announcements, or specify particular rules, on or before the day of the **auction** as to how bidders may place their bids;
 - (a) unless otherwise stated in any specific announcements or rules of the kind referred to in (a) above: (i) **you** will not be able to cancel or withdraw a bid once it has been submitted; but (ii) **you** will be able to adjust a maximum bid entered in situations when the current bidding is still below the submitted maximum bid amount.

N4. Procedures on sale of a lot

- N4.1 Following acceptance of a bid via the **auction**, the **auctioneers** will populate and sign a **purchase agreement** on behalf of both the **seller** and the **buyer** to confirm in writing the terms and conditions applicable to the sale and purchase of the relevant **lot**. By bidding for a **lot**, **you** will be confirming that if **you** are successful in bidding for that **lot**, the **auctioneers** have authority to populate and sign (including, at **our** option, by means of a digital signature) a **purchase agreement** on **your** behalf (or on behalf of the intended **buyer**, if **you** are not the intended **buyer**) – see paragraph A5.7 of the **auction conduct conditions**.
- N4.2 The **lot** may be at the **buyer's** risk from the moment that the **buyer** is successful in the **auction** (see paragraph N2.1 above), which means the **buyer** might need to arrange for its immediate insurance. Prospective **buyers** should refer to the applicable **conditions of sale** for more details on this point.
- N4.3 A **buyer's fee** will be payable in respect of each **lot** for which **you** successfully bid. The relevant amount will be due for payment immediately on issue by **us** of an invoice for that amount – but note that, as set out in Part Two of these **auctioneer terms**, **we** will have the right to recover the **buyer's fee** by applying part of the **bidder security** towards payment of it.

N5 **Deposit**

- N5.1 The deposit is the sum the **buyer** must pay to the **seller** upon acceptance by the **auctioneer** of the **buyer's** bid, as a guarantee that the **buyer** will proceed to **completion** of the purchase.
- N5.2 The basis on which the deposit must be paid to the **seller** will be set out in the applicable **conditions of sale**.
- N5.3 The **bidder security** will be used as or towards payment of the deposit required. The **buyer** must then pay any balance of the deposit that is due in Sterling by electronic funds transfer to **our client account** within 24 hours after the close of the **auction**. An explanation of **our** deposits terms and procedures is available on **our website**.
- N5.4 The **buyer** is at risk of losing the deposit paid on a **lot** and at risk of the **seller** taking legal action against the **buyer** for breach of contract if the **buyer** fails to complete its purchase of the **lot**.
- N5.5 If a **buyer** buys more than one **lot**, it will need to pay a separate deposit for each **lot**.

N6 **Plans and photographs**

- N6.1 Street trader plans are reproduced with the consent of Experian Goad Limited. Experian Goad Digital Plans including mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office. © Crown Copyright and Experian Copyright. All rights reserved. Licence number PU 100017316. Location plans are reproduced from the Ordnance Survey mapping with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright ES 100004106.
- N6.2 The plans and photographs relating to the **lot** that are shown on the **website** and in the **auction pack** are included in order to assist **you** in locating the **lot** in question. They are not necessarily drawn to scale and any arrows or outlines on plans or photographs are merely to assist **you** in finding the **lot**, not for the purpose of indicating legal boundaries. The **auctioneers** cannot and do not guarantee that any plans or photographs show the up-to-date position with regard to occupiers either for the **lot** or for any other properties shown in such plans or photographs.
- N6.3 Where indicated in individual **lot particulars**, areas have been taken from the VOA website (www.voa.gov.uk). This is Crown Copyright public sector information, the use of which is licensed under the Open Government Licence v3.0, a copy of which can be seen at www.nationalarchives.gov.uk/doc/open-government-licence/

N7 **Condition, inspection and vacant possession**

- N7.1 Where possible given the nature of the **lot** and any relevant circumstances, it is strongly recommended that **you** make every effort to physically inspect the **lot** and/or arrange to have it professionally surveyed prior to the **auction**.
- N7.2 If **you** want to inspect the **lot** before the **auction**, it may be possible to arrange this with the **auctioneers** on prior notice and **you** should therefore contact them in advance of the **auction**.
- N7.3 Keys to **lots** that are offered for sale with vacant possession will normally be made available to **you** on **completion** of the sale. However, access to the **lot** for the purpose of inspection and/or carrying out a survey might be available prior to **completion** subject to obtaining the **seller's** permission (**you** should approach the **auctioneers** about this).
- N7.4 **You** will be responsible for paying the cost of any accompanied viewing of the **lot** prior to **completion**.

N8 **Rents and information relating to tenants (where applicable)**

- N8.1 Financial and other information given in the **auction pack** for any **lot** relating to tenants or other occupiers of the **lot** is usually obtained from a credit reference agency that has access to the Companies Registry (whose files are open to public inspection and verification) or from published reports and accounts of the tenant or tenant's holding company, unless otherwise stated.
- N8.2 The **auctioneers** obtain this information during compilation of the **auction pack**. Some of the information shown in the **auction pack** may be at least 2 years out of date depending on when returns were last filed at the Companies Registry or on when the tenant's corporate accounts and report were last published. In addition, the circumstances of any tenants or other occupiers of the **lot** might have changed since compilation of the **auction pack**, for example as to ownership. There is no guarantee therefore that the information shown in the **auction pack** is up to date as at the date of the **auction** and it is **your** responsibility to check whether or not the **auction pack** is accurate in relation to such matters.
- N8.3 Estimates or suggestions given by the **auctioneers** as to current or future rental values affecting any **lot** or as to the current or future open market rental value of the whole or any part of the **lot** must not be treated as valuations but only as estimates. **You** should consult **your** own professional advisors to establish whether such estimates or suggestions are accurate.

N9 **Energy performance information (where applicable)**

- N9.1 An energy performance certificate (EPC) may be required in respect of many, if not all, **lots** in the **auction**. In such case, prospective **buyers** are advised to regularly check the relevant **lot pages**, to which EPCs will be uploaded as and when available.

ALLSOP LLP – AUCTIONEER TERMS FOR SOLELY ONLINE AUCTIONS

PART FOUR – AUCTION CONDUCT CONDITIONS

A1 **Introduction**

- A1.1 Words in bold have special meanings, which are defined in the Glossary at Part One of these **auctioneer terms**.
- A1.2 **You** are only entitled to participate in the **auction** on the basis that **you** accept these **auction conduct conditions** which are compulsory and apply to all **lots** in the **auction**. They govern **our** relationship with **you** and cannot be disapplied or varied by the **conditions of sale** (even by a condition purporting to replace the whole of the **auction conduct conditions**). They can be varied only if **we** agree in writing.
- A1.3 The **auction conduct conditions** apply wherever the **lot** is situated.

A2 **Our role**

- A2.1 As agents for each **seller** we have authority to:
- (a) prepare the online catalogue for the **auction** from information supplied by or on behalf of each **seller**;
 - (b) offer each **lot** for sale;
 - (c) sell each **lot**;
 - (d) receive and hold deposits;
 - (e) sign (including, at **our** option, by means of a digital signature) each **purchase agreement** as agents for the **seller**;
 - (f) treat a **contract for sale** as repudiated if the **buyer** fails to pay a deposit as required by the applicable **conditions of sale** and/or to comply with requirements relating to identity verification; and
 - (g) exercise any rights which may exist to terminate a **contract for sale** in circumstances where a defect in relation to the **auction** process is identified.
- A2.2 **Our** decision on the conduct of the **auction** is final and **we** will be entitled to regulate the bidding process via the **website** as **we** see fit. Examples (but not an exhaustive list) of particular decisions **we** may take in relation to the conduct of **auctions** are set out in condition A2.3 below.
- A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. **A lot** may be sold or withdrawn from sale prior to the **auction**. **We** may withdraw the **lot** at any stage prior to its closing time (even if bidding for the **lot** has by then opened and even if a bid or bids have by then been received above the reserve price for the **lot**) if, in **our** opinion which shall be final, a material matter comes to light that means it would be prejudicial to either the **seller** or a **buyer** to continue to offer the **lot**.
- A2.5 **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. In particular, **we** cannot and do not guarantee or provide any other assurance that the operation of the **website** will be uninterrupted or error free and/or that **you** or any other bidder will be able to access the **website** and/or use the **website** in order to place bids for a **lot**.
- A2.6 **We** may refuse to permit **you** to participate in the **auction** without having to explain why.

- A2.7 **You** may not be allowed to bid unless **you** provide such evidence of **your** identity and other information as **we** require from all bidders.

A3 Bidding and reserve prices

- A3.1 All bids are to be made in pounds Sterling exclusive of any applicable **VAT** save where any relevant **conditions of sale** state otherwise.
- A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.
- A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.
- A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price, the **lot** will be withdrawn from the **auction**.
- A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell as at the date on which the guide price is first quoted. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

A4 The particulars and other information

- A4.1 The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.
- A4.2 If the **conditions of sale** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, **you** take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a solicitor and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **conditions of sale** may change prior to the **auction** and it is **your** responsibility to check that **you** have read the correct version as at the time bidding on the **lot** commences, having read any **addendum** that may have been issued.
- A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

A5 The contract for sale

- A5.1 A successful bid is one **we** accept as such (for example by automatic acceptance via operation of the **website**). The following provisions in this section A5 apply to **you** if **you** make the successful bid for a **lot**. For these purposes (and for the avoidance of doubt) where the successful bid was made by **you** on behalf of another person:-
- (a) references to "**you**" in conditions A5.2 to A5.4 should be read as referring to the **buyer**;
 - (b) references to "**you**" in conditions A5.5 to A5.7 should be read as referring to you as the person actually bidding (as distinct, where applicable, from the **buyer** on whose behalf **you** were bidding).
- A5.2 **You** are obliged to buy the **lot** on the basis of the **conditions of sale** at the **purchase price you** bid plus **VAT** (if applicable).

- A5.3.1 **You** must pay the deposit (or if applicable the balance of any deposit following application of the **bidder security**, as set out in a statement provided by **us** after the **auction**). The deposit (or such balance):
- (a) must be paid in full to **our client account** by no later than 24 hours after the close of the **auction**;
 - (b) must be paid in pounds Sterling by bank transfer drawn on an **approved financial institution**;
 - (c) may be declined by **us** unless drawn on **your** account or that of another person who (**we** are satisfied) would not expose **us** to a breach of money laundering regulations;
- A5.3.2 The deposit is to be held as stakeholder where **VAT** would be chargeable were it to be held as agent for the **seller**, but otherwise is to be held (i) at **our Commercial auctions**, as stakeholder unless the **conditions of sale** require it to be held as agent for the **seller**; or (ii) at **our Residential auctions**, as agent for the **seller** unless the **conditions of sale** require it to be held as stakeholder;
- A5.3.3 Where the deposit or any part of it is paid to **us** to be held as stakeholder, **we** may if **we** choose transfer all or part of it prior to **completion** to the **seller's** solicitors for them to hold it as stakeholder in **our** place. Any part of the deposit that is not so transferred will be held by **us** as stakeholder;
- A5.3.4 The amount of the deposit is the greater of (a) the minimum deposit stated in clause A5.3.5 below (or the total **purchase price** if that is less than that minimum); and (b) 10% of the **purchase price** (exclusive of any VAT on the **purchase price**).
- A5.3.5 The minimum deposit **we** accept is £2,000 (or the total **purchase price**, if less). The **conditions of sale** may, however, require a higher minimum deposit.
- A5.3.6 If, at **completion**, **we** hold the deposit as stakeholder, **we** are entitled, with **your** consent and irrevocable authority (which **you** acknowledge and grant) to release it on **completion** to the **seller's** solicitors upon receipt of written confirmation from them that **completion** has taken place and, for the avoidance of doubt, **our** liability and duty as stakeholder shall be discharged upon its release. If **completion** does not take place, **we** are authorised to release the deposit to the person entitled to it under the **conditions of sale**.
- A5.3.7 **We** may (but are not obliged to) retain the **purchase agreement** signed by or on behalf of the **seller** until the deposit has been received in full, in cleared funds.
- A5.4 If **you** fail to comply with the provisions of A5.3.1 above, **we**, as agent for the **seller**, reserve the right, but for the avoidance of doubt are not obliged, to treat that failure as **your** repudiation of the **contract for sale** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract. For the avoidance of doubt, such re-offering of the **lot** may be at a future **auction** (that is, an auction conducted solely online) or at an auction that is not conducted solely online.
- A5.5 If the **buyer** does not comply with its obligations under the **contract for sale** then:
- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
 - (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.6 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

- A5.7 Where **you** successfully bid for a **lot**, then as soon as reasonably practicable after **your** bid is accepted **we** will populate (with details of the relevant **seller**, **buyer**, **lot** and **purchase price**) a **purchase agreement** and then sign (including, at **our** option, by means of a digital signature) and date that **purchase agreement** on behalf of the **seller** and the **buyer**. By participating in an **auction** and bidding for a particular **lot**, **you** confirm that if **you** are successful in bidding for that **lot** **we** have authority to act on **your** behalf or (if **you** are not the **buyer**) that **we** have authority to act on the **buyer's** behalf (and that **you** have the **buyer's** authority to grant **us** this authority) to populate, sign and date the relevant **purchase agreement** in accordance with this paragraph A5.7.
- A5.8.1 If **you** wish to bid for a **lot** in the **auction**, **you** must comply with the **registration to bid** and the **online auction bidding application** requirements set out in Part Two of these **auctioneer terms**. Failure to do so will entitle the **auctioneers** to refuse to accept **your** bid and **you** may not then be able to participate in the **auction**;
- A5.8.2 Without prejudice to the generality of clause A5.8.1 above, if **you** do not **register to bid** and/or fail to supply such documents and information as **we** may require under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the ML Regulations") **we** may at **our** discretion treat such failure as **your** repudiation of the **contract for sale**. The **lot** may then be re-offered for sale and the **seller** may have a claim against **you** for breach of contract;
- A5.8.3 Personal data supplied to **us** when **you** **register to bid** and/or in accordance with this clause A5.8 will be processed only for the purposes of preventing money laundering or terrorist financing or as permitted under the ML Regulations.

A6 Allsop liability

- A6.1 Unless the context otherwise requires, any reference in the **auction pack** (or in any other documents relating to a **lot** and/or an **auction**) to "the Auctioneer(s)" shall be deemed to refer to Allsop LLP. Any members or employees of Allsop LLP who conduct the **auction** do so as agents of Allsop LLP and without personal liability.
- A6.2 **We** will not be liable to **you** for any failure to comply, or delay in complying, with any obligations which (notwithstanding any other provisions in these **auctioneer terms**) **we** may be treated as owing to **you** in connection with any **auction**, where the failure or delay is caused by circumstances beyond **our** reasonable control.
- A6.3 In any event (but subject to paragraph A6.4) **our** total, aggregate liability to **you** in respect of any and all claims (whether for breach of contract, negligence or otherwise) which arise out of or in connection with any **auction** will not exceed whichever of the following limits is applicable:-
- (a) in respect of any and all claims for which liability is covered by **our** professional indemnity insurance, the relevant aggregate limit of liability is £1,000,000 (one million pounds Sterling);
 - (b) in respect of any and all claims for which liability is not covered by **our** professional indemnity insurance, the relevant aggregate limit of liability is £1,000 (one thousand pounds Sterling).
- A6.4 Nothing in these **auctioneer terms** excludes or limits **our** liability for death or personal injury arising from **our** negligence, or **our** fraudulent misrepresentation, or any other liability that cannot be excluded or limited by any applicable law.

ALLSOP LLP – AUCTIONEER TERMS FOR SOLELY ONLINE AUCTIONS
PART FIVE – GENERAL TERMS & CONDITIONS RE USE OF ALLSOP WEBSITE & ALLSOP USE OF PERSONAL DATA

G1 Use of Allsop website

- G1.1 Use of **our website** is governed by the following terms and conditions set out on **our website** (as amended from time to time):-

<http://www.allsop.co.uk/policies/legal/>

- G1.2 **You** must ensure that **you** comply with the terms and conditions referred to above (as amended by **us** from time to time) whenever **you** make use of **our website**.

G2 Allsop use of data

- G2.1 The basis on which **we** will process personal information relating to **you** (or anyone else whose details **you** provide **us** with) is described in the following privacy policy set out on **our website** (as amended from time to time):-

<http://www.allsop.co.uk/policies/privacy-policy/>

- G2.2 Specific purposes for which **we** may collect, use and store personal information provided by **you** (whether relating to **you** or anyone else) in connection with **auctions** include the following:-

- (a) taking such steps as **we** consider appropriate to verify the identity of bidders/**buyers** and comply with any legal or professional obligations **we** may have in relation to the prevention of money laundering or terrorist financing or other criminal activities;
- (b) conducting **auctions** and dealing with various associated activities in relation to the sale and purchase of **lots**, as envisaged by these **auctioneer terms**.

- G2.3 If **you** provide **us** with personal information relating to anyone else, **you** must ensure that **you** have the permission of the person in question to do so and that **you** have told him or her that his or her information will be used in accordance with paragraphs G2.1 and G2.2 above.

G3 Third party website terms & use of data

- G3.1 Paragraphs G1 and G2 above apply to the Allsop **website** and use by Allsop of personal data. Please refer to paragraph R3 of Part Two of these **auctioneer terms** for an explanation of the separate terms that may apply in respect of any website operated by a third party and/or the use of data by a third party website/services provider.

APPENDIX 1 – PURCHASE AGREEMENT

Purchase Agreement

relating to **Lot** *[insert lot number and property address]*

This agreement for sale is made the _____ day of _____ 20____

The **seller** [insert name]

The **buyer** [insert name, address, email and tel no.]

The **auction** the Allsop LLP online auction held on [insert date of auction]

The **lot** [insert lot number and property address]

The **purchase price** (excluding any VAT) [insert price]

The **buyer's solicitors** [insert details]

Definitions and interpretation

In this agreement:

1. the expressions shown in bold type that are set out in the above section of this agreement shall have the meanings assigned to them in that section;
2. the expression "**auctioneers**" shall mean Allsop LLP of 33 Wigmore Street, London, W1U 1BZ and the expression "**auctioneer terms**" shall mean the Terms and Conditions for Solely Online Auctions published from time to time by the **auctioneers** on their website;
3. the expressions "**auction pack**", "**conditions of sale**" and "**particulars**" shall have the meanings assigned to them in the Glossary at Part One of the **auctioneer terms** but, for the avoidance of doubt, shall be treated as referring to the relevant item in the form existing immediately prior to the commencement of the **auction**.

Background

1. The **buyer** has successfully bid for the **lot** in the **auction** that the **auctioneers** have conducted on behalf of the **seller** immediately prior to the dating of this agreement.
2. The **buyer** and **seller** intend that a legally binding agreement for the sale and purchase of the **lot** will have arisen on acceptance by the **auctioneers** (on behalf of the **seller**) of the bid for the **lot** that was made by or on behalf of the **buyer**.
3. Notwithstanding paragraph 2 above, the **buyer** and the **seller** wish to confirm and record in a written form the terms and conditions on which the **buyer** will purchase and the **seller** will sell the **lot**.

This agreement has been signed on the date appearing at the top of page 1 of this agreement.

Effect of agreement

Insofar as this agreement is inconsistent with any previous agreement between the **seller** and the **buyer** in relation to the sale and purchase of the **lot**, this agreement will prevail.

Sale of the lot

The **seller** will sell and the **buyer** will buy the **lot** for the **purchase price**, subject to and in accordance with the **conditions of sale** for the **lot**.

The sale and purchase of the **lot** will be completed on the completion date that is determined in accordance with the **conditions of sale** for the **lot**, subject to and in accordance with such **conditions of sale**.

Representations and entire contract

The **buyer** acknowledges and agrees:

- (i) that the **buyer** does not enter into this agreement in reliance upon any representation or warranty whether written, oral or implied made by or on behalf of the **seller** other than as contained in the **auction pack** for the **lot** and in written information provided by the **seller's** solicitors to the **buyer's** solicitors;
- (ii) that the **particulars** relating to the **lot** do not form part of this agreement and that neither the **seller** nor the **auctioneers** warrant that the measurements and description contained in them of the **lot** are accurate.

Auctioneers' authority to sign agreement

The **seller** irrevocably warrants and agrees that the **auctioneers** are authorised to sign this agreement on its behalf (including, at the **auctioneers'** option, by means of a digital signature) and to insert details of the **lot** for which the **buyer** has successfully bid and the **purchase price** at which the **buyer** has successfully bid.

The **buyer** irrevocably warrants and agrees that the **auctioneers** are authorised to sign this agreement on its behalf (including, at the **auctioneers'** option, by means of a digital signature) and to insert details of the **lot** for which the **buyer** has successfully bid and the **purchase price** at which the **buyer** has successfully bid.

Proper law

This agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.

The **seller/buyer** each irrevocably authorise and appoint the **seller's** solicitors/**buyer's** solicitors (as appropriate) (or such other firm resident in England or Wales as it may from time to time by written notice to the **seller/buyer** substitute) to accept service of all legal process arising out or connected with this agreement and service on the **seller's** solicitors/**buyer's** solicitors (or such substitute) shall be deemed to be service on the **seller/buyer**.

Signature page to the agreement between the **seller** and the **buyer**:

Signed by Allsop LLP)
for and on behalf of the seller)

Signed by Allsop LLP)
for and on behalf of the buyer)