

# AUCTION AGREEMENT: CONDITIONAL SALE WITH RESERVATION FEE

Agreement Date:

Auctioneer:

SDL Auctions Limited



## PROPERTY TO BE SOLD

Address:

  

Postcode:

Please note in the box below any details that our employees should be aware of when gaining access to the property, such as any health and safety hazards:

I can confirm that, to the best of my knowledge, there are no hazards at the property to declare.

## SELLER

Title:

DOB:

Name:

Address:

Postcode:

Tel. no:

Email:

## SELLER

Title:

DOB:

Name:

Address:

Postcode:

Tel. no:

Email:

## LEGAL OWNER (If different to seller)

Title:

DOB:

Name:

Address:

Postcode:

Tel. no:

Additional tel no:

Email:

Evidence of authority to sell:

Power of Attorney; or

Signed letter of authority from Legal Owner(s); or

Letter of authority for sale from a solicitor/conveyancer; or

Other proof of authority e.g. evidence of appointment as administrator

## JOINT AGENT (If applicable)

Name of Joint Agent:

## PROPOSED AUCTION DATE

Auction Date:

## SALES DETAILS

Reserve Price:

Guide Price:

### This is a Conditional Auction Sale with Reservation Fee Auction Agreement.

This means the agreement between the Buyer and Seller (the Auctioneer signing for and on behalf of the Seller and the Buyer), setting out the terms that apply during the 56 days period in which you and the Buyer enter into an exclusivity period to proceed towards exchange and completion of the Property, during which time the Seller can only sell the property to the Buyer.

# AUCTION AGREEMENT: CONDITIONAL SALE WITH RESERVATION FEE

Under this Agreement, you are liable to pay us the following Fees (plus, in some circumstances, the Reservation Fee):

TYPE OF FEE	APPLICABLE TO THIS TYPE OF AUCTION AGREEMENT?	AMOUNT OF FEE
Entry Fee/Listing Fee:	Not applicable	Not applicable
Seller's Fee/Commission:	Not applicable (although note that in some circumstances you will have to pay the Reservation Fee)	Not applicable
Withdrawal Fee:	Payable (within the agreement period if the property is withdrawn from auction)	£600 (including VAT)
Energy Performance Certificate:	Payable if you choose to use our provider. As part of our services, SDL Property Auctions can appoint your EPC provider for you. We will charge you a standard fee of £100 for this service. The EPC provider that we appoint and their pricing will vary depending on region, therefore you may find it more cost effective to arrange this yourself. If you have any questions about the fee, please contact the office for further details. You are not under any obligation to use this service.	£100 including VAT for residential properties. A quote will be provided for commercial properties. <input type="checkbox"/> I would like to commission a residential EPC for £100 including VAT

## LEGAL PACK (note that every property sold with us must have a legal pack) – tick one option below.

Selling a property at auction is a legal agreement between you and the Buyer. It is a requirement that you provide a legal pack before your property can be sold. You will also need to appoint a solicitor or conveyancer to complete the sale. SDL Property Auctions believe that you may therefore benefit from the following services.

LEGAL PACK ONLY	LEGAL PACK AND POST AUCTION CONVEYANCING	I'LL PROVIDE MY OWN LEGAL PACK
<p>We will organise your legal pack through our third-party provider in return for the fees listed below. These are regardless of whether your property sells.</p> <ul style="list-style-type: none"> <li><b>Residential:</b> From £350 (including VAT) - you will be quoted on an individual basis</li> <li><b>Commercial:</b> Price on request</li> <li>Post auction conveyancing will be required at a separate cost if the property sells.</li> </ul> <p><b>DECLARATION:</b> SDL Property Auctions will receive a referral fee of £126 (including VAT). By choosing this option, I understand and agree to the referral. <input type="checkbox"/></p>	<ul style="list-style-type: none"> <li>Residential properties only.</li> <li>We will organise your legal pack through our third-party provider, prices starting at £350 inc. VAT (you will be quoted on an individual basis). If your property does not sell, this fee is non-refundable.</li> <li>If your property sells, you will also be required to use the conveyancers recommended by the provider.</li> <li>Post auction conveyancing costs of £922.80 (including VAT), plus disbursements (plus £180 including VAT for leasehold properties) will apply, to be paid as an additional cost by you to the provider.</li> <li>Draft transfer deed fee of £180 (including VAT) - paid by the Buyer to the provider. This fee will be included in the special conditions and is only payable by the Buyer if the property sells.</li> </ul> <p><b>DECLARATION:</b> If the property sells, SDL Property Auctions will receive a referral fee of £240 (including VAT) for the post-auction conveyancing and £120 (including VAT) for the draft transfer deed arrangements. SDL Property Auctions will also receive a referral fee of £126 (including VAT) for the legal pack, regardless of whether the property sells or not. By choosing this option, I understand and agree to the referral arrangement. <input type="checkbox"/></p>	<ul style="list-style-type: none"> <li>We won't provide your legal pack - you'll source it yourself at your own cost.</li> <li>Just send the legal pack to us so that we can use it to sell the Property.</li> <li>You'll find your own solicitor/conveyancer at your own cost.</li> </ul> <input type="checkbox"/>

**Please note:** If you require legal advice concerning the contents of the legal pack or conveyancing process, you must direct these questions to the instructed third party who is acting for you. SDL Property Auctions cannot provide legal advice concerning the contents of the legal pack or the conveyancing process, and we accept no liability for any inaccuracy or omission of legal advice provided by any third party.

### REFERRAL FEE DISCLOSURE

As well as your obligation to pay our fees, we may also receive a commission, payment, fee or other reward or benefit (known as a referral fee) from ancillary service providers for referring you across to them. We believe that you may benefit from using the services of ASAP for your legal pack and post-auction conveyancing needs, who are our third party provider. The legal details of the provider(s) are contained within our terms and conditions overleaf.

## THE SELLER'S SOLICITOR/CONVEYANCER (to be completed when providing your own legal pack)

Company Name:	<input type="text"/>	Reference:	<input type="text"/>
Address:	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Email:	<input type="text"/>		
Telephone:	<input type="text"/>		

We require a legal pack to market and sell a property at Auction. The legal pack may contain Land Registry information such as a title plan, an EPC, relevant searches, and water and drainage information along with other information that may be required to market and sell the property, such as details of existing leases, planning permission documents, and special conditions.

## DECLARATION OF PRIOR INTEREST

In signing this Agreement, you agree that SDL Property Auctions will have sole selling rights over the Property in accordance with our terms.

If you know of any party who has previously expressed interest in purchasing the Property, or you have previously instructed another agent to act for you in the sale of the Property, we ask that you provide these details up front for your own protection.

**You may be liable to pay more than one agency fee if you instruct us after previously being in contract with another agent. Please refer to section 6 of our terms enclosed for details of fees payable.**

Please answer the following statements:

1. I have previously instructed an agent(s) other than SDL Property Auctions to sell the Property:

Yes  No

Please note that this includes any instruction with the Joint Agent named on page 1, if this instruction was given prior to the signing of this Agreement.

If "NO", proceed to Question 3.

If "YES", please provide the name of the agent(s):

2. I agree to provide a copy of the previous agency agreement(s):

Yes  No

Please note that if you are unable to, or refuse to, supply a copy of the agency agreement, we will be unable to check if you will be in breach of contract with the previous agent by instructing us. This may mean you will have to pay a fee to us, and to the previous agent.

3. I am aware of a party (whether an individual or legal entity such as a company) who has expressed interest in purchasing the Property, prior to the signing of this Agreement:

Yes  No

This includes but is not limited to:

- A person who has previously viewed the Property
- A person who has made an offer on the Property
- A person who has downloaded the sales particulars of the Property or is/was tracking the status of the Property

If "NO", end of questionnaire.

If "YES", proceed to Question 4.

4. I agree to provide the name and details of the interested party named in Question 3:

Yes  No

Party Name:

Details of how the party is known to you:

**Please note that if you do not provide the interested party's details, we will be unable to advise in what circumstances you will be in breach of contract under our terms if you sell the Property to that party.**

*Declaration: In signing this Agreement, I confirm that the answers given in response to the above statements are correct to the best of my knowledge and belief. I understand that if I do not declare any relevant information that is known to me at the point of signing this Agreement, I may be found to be in breach of contract and may be liable to pay more than one agency fee.*

## INFORMATION ABOUT US

We (**The Auctioneer**) are SDL Auctions Limited, a company registered in England and Wales with company number 07719474 and our registered office is 17 Regan Way, Chetwynd Business Park, Chilwell, Beeston, Nottingham, NG9 6RZ. You can contact us by phoning 0800 304 7879, writing to our registered address, or emailing enquiries@sdlauctions.co.uk.

Assured Sale and Progression Limited, "ASAP", is a company registered in England and Wales with company number: 09204754. Their registered office is: The Barracks Business Centre, Wakefield Road, Pontefract, WF8 4HH.

## ABOUT THESE TERMS

These terms tell you who we are and the rules that apply to selling at auction.

We sell properties under auction conditions using the following auction types: Timed Auctions, Auction Events and Buy-It-Now. Our auction experts will advise you of what we think will best suit your property. The auction type is flexible and can be changed on request.

Timed Auctions are for single lots, conducted online only in the absence of a live auctioneer.

Auction Events are for multiple lots and are conducted with a live auctioneer, either online or in-person at an auction house venue. We may accept offers on a property before or after the auction, at your instruction.

Buy-It-Now lots are sold online via our website; the buyer can purchase the property immediately (subject to successfully completing their registration) by making an offer at the available price. The property is sold on a first-come, first-served basis. Offers under the asking price received via telephone or email will still be put to you for consideration.

We offer three different methods of sale for selling your property (applies to all auction types):

- a) Unconditional with Fixed Fee
- b) Unconditional with Variable Fee
- c) Conditional with Reservation Fee

These terms and conditions apply to properties sold at auction under the **Conditional with Reservation Fee** method. Please read these terms carefully prior to signing. If you wish to change sale method, please contact us to discuss before signing this Agreement. In signing this Agreement, you are bound by these terms and conditions under this sale method. If you have a question about these terms or think that there is a mistake in these terms, please contact us.

## 1. INTERPRETATION

**Acceptable Bid** means a bid made by a willing Buyer to purchase the Property which is equal to or more than the Reserve Price (or is verbally accepted by you) which may be accepted by us on your behalf.

**Agreement** means this Agreement

**Agreement Term** means the period commencing from the

date of this Agreement and shall continue for a minimum term of 60 days after the date that the property details are first published on the Auctioneer's website, or until the proposed Auction Date specified on page 1 of this Agreement (whichever is later). This Agreement shall continue in force indefinitely after the minimum term passes, unless and until one of the following occur: the Property is successfully sold and completion is confirmed, you give us notice to terminate this Agreement and the notice period is served in full, or this Agreement is instantly terminated in accordance with the relevant provisions within these terms.

**Bid** means an offer to buy the Property or enter into a Reservation Agreement by a Buyer which may be accepted by the Auctioneer on your behalf.

**Buyer** means the individual or organisation who has an Acceptable Bid for the Property accepted by the Auctioneer.

**Cooling-Off Period** is defined in clause 15.1 and described further at the end of the Agreement Terms and Conditions.

**Guaranteed Obligations** means all fees and other debts and liabilities of any nature where it is payable by you under this Agreement to sell the Property.

**Guide Price** means the price at which the Property will be marketed.

**"Introduced" or "Introduction"** means the point at which the Buyer first interacts with a party capable of facilitating the sale, and thereby expresses their interest in potentially purchasing the Property from the Seller. This interaction may be with us the Auctioneer, Joint Agent, directly with the Seller; or with any other third party who then relays the Buyer's expression of interest on their behalf. The interaction may include but is not limited to: the arranging of a viewing (whether online or by telephone), registration by the Buyer on any electronic system against the Property, or any telephone or written enquiry concerning the Property. There must be written evidence (electronic or handwritten) of the interaction in order for it to be considered a valid Introduction under this Agreement.

**Joint Agent** means the named entity specified on the first page of this Agreement.

**Private Treaty Sales** To enable us to comply with our obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, if a prospective buyer approaches you to buy the property outside of the auction process, you must provide us with their contact details at the earliest possible opportunity prior to exchange of contracts.

**Reservation Agreement** means the agreement between the Buyer and Seller (the Auctioneer signing for and on behalf of the Seller and the Buyer), setting out the terms that apply during the 56 days period in which you and the Buyer enter into an exclusivity period to proceed towards exchange and completion of the Property, during which time the Seller can only sell the property to the Buyer.

**Reserve Price** means the amount which we agree with you is

the lowest amount that the Property may be sold for at auction.

**Reservation Fee** means the fee which is payable by the Buyer for the reservation of the Property following a successful Bid made at auction and for which you may become liable under the terms of this Agreement.

**Seller** means the individual or entity listed on page one of this Agreement.

**Sole Selling Rights** means we are the only auctioneer/estate agent who is entitled to sell the Property, to the exclusion of all other agents and auctioneers. Any breach of our Sole Selling Rights will result in you paying additional remuneration. Please refer to clause 6.4(e) and (f)

**The Property** means the property to be sold, listed on page one of this Agreement.

**Withdrawal Fee** means the fee that is payable by you if you cancel this Agreement at any time after the expiry of the Cooling Off Period but before a Bid is accepted for the Property.

1.2 References in this Agreement to legislation are references to it as amended or replaced from time to time.

1.3 We reserve the right to change our terms and conditions from time to time.

1.4 For the avoidance of doubt, any reference to the sale of property "by auction" or "at auction" includes any sale through the Buy-It-Now platform.

## 2. APPOINTMENT

2.1 With effect from the date of this Agreement you hereby appoint us to provide the following services ("**Auction Services**"):

- (a) carry out the initial assessment and valuation of the Property;
- (b) market the Property for sale by auction with Sole Selling Rights.
- (c) offer the Property for sale at auction;
- (d) commission the preparation of the legal pack where you have indicated that you would like us to do so;
- (e) accept an Acceptable Bid on your behalf. Any offers received before the auction below your likely reserve price may be rejected automatically and may not be referred;
- (f) regulate the bidding for the Property (including bidding increments);
- (g) determine the lotting order of the auction (and change it in our absolute discretion);
- (h) sell the Property before or after the auction with your written or verbal agreement;
- (i) resolve bidding disputes in our absolute discretion;

- (j) re-offer the Property if bidding is disputed;
- (k) bid on your behalf up to the Reserve Price;
- (l) sign the Reservation Agreement on behalf of both you as the Seller and the Buyer provided that the Bid was an Acceptable Bid;
- (m) repudiate a contract between you and the Buyer; and
- (n) refuse Bids without having to give any reason for such refusal.
- (o) in the absence of any interested bidders, decline to offer the Property for sale at auction.

2.2 We may change the venue of the auction, the date of the auction, or the time of the auction in our sole discretion. We may cancel an auction, and do not have to give any reasons for doing so.

2.3 Any offers received before the auction below the Reserve Price may be rejected automatically. We will inform you of any offers received above the Reserve Price.

2.4 As this is a Conditional Auction Sale, we will prepare and enter into a Reservation Agreement that we have authority to sign on your behalf, which contains legally binding obligations that you agree to by signing this Agreement. Under the terms of the Reservation Agreement you have to:

- (i) immediately instruct solicitors/conveyancers to issue the contract of sale and accompanying documentation to the Buyer's agents;
- (ii) answer promptly all enquiries made by the Buyer or their agents;
- (iii) respond promptly to any amendments to the contract of sale;
- (iv) do all other reasonable work to progress the sale within the 56 days exclusivity period, towards exchange and completion, during which period you will be bound exclusively to sell the Property to the Buyer;
- (v) give access to the Property, where reasonable, to any surveyor or valuer appointed by the Buyer or their mortgage provider for the purposes of surveying the Property;
- (vi) refrain from sending (or instructing to be sent) sale documents to anyone other than the Buyer's agent;
- (vii) refrain from giving access to the Property to any person with a view to the Property being purchased by that person; and
- (viii) refrain from negotiating or agreeing to negotiate sale of the Property with any person

other than the Buyer.

2.5 Where we are not conducting viewings on a property and do not hold the keys, you understand that it is your sole responsibility to facilitate the release of the keys upon completion to the Buyer. SDL Property Auctions accepts no liability for any delay on your part to provide the Buyer with the keys, and you agree to indemnify us against any claims, losses, or expenditure of any kind, for any breach of this clause.

2.6.1 In entering into this Agreement, you agree to treat our staff respectfully and cooperate with us to enable us to deliver the services under this Agreement. Any threatening, abusive or unreasonable behaviour by you towards our staff shall be considered a material breach of this Agreement, and if such behaviour occurs, the Auctioneer shall have the right to immediately terminate the Agreement.

2.6.2 Abusive behaviour may include swearing and derogatory language in conversations with our staff; such conversations may be oral or in writing. Unreasonable behaviour may include but is not limited to: repeated refusals to take our advice in respect of advertising, demands to meet unrealistic timescales, and excessive communication that puts unreasonable pressure on our staff, or any other behaviours that prevent us from effectively delivering the services to you.

2.6.3 In the event that we terminate the Agreement in accordance with this clause, we reserve the right to charge a reasonable administration fee for work already performed under the Agreement, up to the maximum value of the Withdrawal Fee.

### 3. WARRANTIES OF THE SELLER

**Please read the following section carefully as it contains key statements that you are confirming are true by signing this Agreement. If they are not true you should inform us immediately and not sign this Agreement.**

3.1 By signing this Agreement, you confirm and warrant that:

- (a) you are the legal owner(s) of the Property and are legally entitled to sell the Property, or you have written authority to sign on behalf of all of the legal owner(s) of the Property;
- (b) there is no existing agency agreement for the sale of the Property (whether by auction or otherwise) other than the Joint Agent where specified;
- (c) you have not entered into a contract for sale with a Buyer;
- (d) you are not a relative of any person employed by us;
- (e) a right of first refusal has been offered to

tenants where required under the Landlord and Tenant Act 1987 (as amended); and

- (f) any information about the Property which you provide is accurate and complete.

3.2 Where the Seller is a business or other corporate body, you warrant that you are duly authorised by the organisation to sell the Property and enter into this Agreement, and to give continuing instructions relating to the sale of the Property during the Agreement Term.

3.3 Where you are not the legal owner of the Property you further warrant that you have the authority to enter into the Agreement to sell the Property for and on behalf of the legal owner and acknowledge and agree that if you do not have such authority you will be in breach of this Agreement and will be personally liable for fees (including the Reservation Fee) due under this Agreement.

### 4. GUIDE PRICE

4.1 The Guide Price specified in this Agreement is stated as an indication only, to encourage interest when advertising. It should not be interpreted as an estimation of the market value of the Property or the minimum value of the Property. It is not a guaranteed or predicted sale price.

4.2 The Guide Price may be shown as a price range or it may be shown as a single price figure.

4.3 Where the Guide Price is shown as a range, the Reserve Price must not exceed the top of the price range.

4.4 Where the Guide Price is shown as a single figure, it must be no more than 10% above or below the Reserve Price.

4.5 For Buy-It-Now lots, there is no guide price. Buyers can purchase the Property at the "available price" listed against the lot. Any offers received below the available price will be referred to you to be considered at your discretion.

### 5. RESERVE PRICE

5.1 Buy-It-Now lots do not have a Reserve Price. Buyers can purchase the Property at the "available price" listed against the lot. For the purpose of this section 5, any reference to the "Reserve Price" shall instead apply to the 'available price' for Buy-It-Now lots.

5.2 The Property will not be sold unless:

- (a) the Reserve Price or available price (as applicable) is met or exceeded; or
- (b) you agree, verbally or in writing, to the acceptance of a lower bid.

5.3 The Reserve Price is confidential and is not advertised to Buyers before the Auction. Note that the Reserve Price may be revealed after the Auction.

5.4 You can reduce the Reserve Price or available price (as

applicable) after this Agreement is signed with our consent. Any such change to the Reserve Price or available price shall be deemed to be incorporated into this Agreement.

5.5 If you request to increase the Reserve Price or available price to an amount which we consider in our professional opinion too high for the Property, this will be considered a material breach of the Agreement and we may at our absolute discretion decide to withdraw the Property from Auction and terminate this Agreement. We shall have no liability to you if we withdraw the property due to the circumstances set out in this Clause. If we do decide to withdraw the property we will inform you of that decision and you will remain liable for the Entry or Listing Fee as set out in this agreement (if applicable) as well as an administration fee equal to the Withdrawal Fee.

5.6 **It is your responsibility to ensure that the Reserve Price is a price that you are happy to accept for the Property.** If a Bid is accepted for the Property and you subsequently withdraw from the sale because you consider the purchase price was not high enough (despite being at or above the Reserve Price), you will be in breach of contract and you will be liable to pay us the Reservation Fee.

5.7 In the case of Timed Auctions, you may change the Reserve Price up until the existing price is met. After this point, the Reserve Price cannot be changed.

### 6. FEES

6.1 The Fees that you are liable for and the amount of such Fee are set out on the second page of this Agreement. The type of Fee you are required to pay depends on the type of Auction Agreement that you select.

6.2 This Agreement is a Conditional Agreement with a Reservation Fee which means that the following terms apply:

(a) The Buyer is usually responsible for paying the Reservation Fee. This is calculated as a percentage of the actual purchase price of the Property. Either:

(i) 4.8% (including VAT) of the purchase price, for properties up to and including £250,000

(ii) 3.6% (including VAT) of the purchase price for properties sold for over £250,000.

The Reservation Fee is always subject to a minimum of £6,000 (including VAT). **The Reservation Fee entitles the Buyer to an exclusivity period of 56 days, in which you can only sell the property to the Buyer. The Reservation Fee is payable to the Auctioneer on the fall of the hammer. It does not contribute to the purchase price of the property and is not a deposit. The deposit will be specified by the seller's solicitors and is separate and additional to the Reservation Fee. The deposit will be paid directly to your solicitors on exchange of contracts.**

(b) You will be liable to pay the Reservation Fee in the circumstances listed in 6.4. The Reservation Fee that you must pay in these circumstances is calculated in the same way as described above.

6.3 By way of worked example (figures inclusive of VAT): If the final agreed sale price of the Property was £250,000, the Reservation Fee would be £12,000. If the final agreed purchase price was £110,000, the Reservation Fee would be £6,000 as 4.8% of that final agreed purchase price would give a Reservation Fee of £5280 which is less than the minimum £6,000. If the final agreed purchase price was £0,000 the Reservation Fee would be £14,400 (3.6% of the final agreed purchase price).

6.4 **Circumstances in which a Reservation Fee will be payable by you to us, regardless of whether the Auctioneer has suffered a loss. Please note that in all cases we also reserve the right to charge you the Withdrawal Fee in addition:**

(i) If you withdraw from the sale within the 56 days after an Acceptable Bid has been accepted, you will have to pay the Reservation Fee

(ii) if you give us or the Joint Agent misleading or inaccurate information or fail to provide us or the Joint Agent with information relating to the Property and the Buyer withdraws after a Bid has been accepted due to the inaccurate information or omissions in the information;

(iii) if a Buyer withdraws from the sale because you have failed to maintain the Property in the period between the initial marketing of the Property and sale;

(iv) if (in breach of this Agreement) you bid on your own Property at or above the Reserve Price and that Bid is accepted by us;

(v) if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself.

(vi) if unconditional contracts for the sale of the property are exchanged within six months after the expiry of the period during which we have sole selling rights, but to a purchaser who was Introduced to you during that period or with whom we had negotiations about the property during that period.

(vii) if we introduce a ready, willing and able buyer to you during the Agreement Term, and the sale collapses due to an act or omission by you. A buyer is "ready, willing and able" if he is prepared and is able to exchange unconditional contracts for the purchase of your Property. You will be

liable to pay remuneration to us, in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

In signing this Agreement, you agree that the Auctioneer reserves the right in its absolute discretion to refund the Reservation Fee to the Buyer.

6.5 **You will be liable to pay the Withdrawal Fee in the event that you cancel the Agreement after we have started to provide the Auction Services but before we have accepted an Acceptable Bid.** You will not have to pay this Fee where you have terminated the Agreement due to our breach of its terms.

6.6 All fees due from you must be paid in cleared funds and in full within 7 days after the date of our invoice in relation to such fees.

6.7 We can charge interest if you pay late: If you do not make payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

6.8 Unpaid debts may be passed to debt collection agents and we may pass on costs incurred by us in recovering debts.

6.9 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

6.10 If you wish to include additional fees- including any Buyer's Contribution- to be payable to you from the Buyer, it is your responsibility to communicate this to your solicitor. The figure must be stated explicitly in the Special Conditions of Sale and Summary of Fees that form part of the legal pack. SDL Property Auctions are not legal professionals and do not prepare the Special Conditions of Sale; therefore, we are not responsible for including said additional fees and accept no liability if these are not included. We reserve the right to make Buyers aware of the existence of additional fees where we feel it is fair and reasonable to do so.

6.11 Process for private treaty sales

6.11.1 We as Auctioneer reserve the right, on a case-by-case basis as it deems appropriate, to facilitate 'private treaty' sales outside of the auction process between you the Seller and a

third-party buyer, in which case sole selling rights shall not apply. The waiver of sole selling rights shall not affect the enforceability of the remainder of this Agreement.

6.11.2 In the event of such a private treaty sale, the Auctioneer reserves the exclusive and absolute right to determine which party shall be liable for payment of the Reservation Fee. If you the Seller are determined to be the appropriate party by the Auctioneer, the Auctioneer shall issue both a memorandum of sale stating the agreed payment arrangement an invoice for the Reservation Fee accordingly to your solicitor. You shall pay the full Reservation Fee to your solicitor upon completion, which shall be held by your solicitor on trust and be transferred to the Auctioneer without unreasonable delay.

6.11.3 The Auctioneer may work to facilitate such a private treaty sale with the named Joint Agent, or any other third-party estate agent. It shall not be a valid reason for you to refuse or reduce the payment of Buyer's Fee upon completion to the Auctioneer on the grounds of the comparative amount of work performed by any other agent facilitating the sale. If you fail to pay the full fee in accordance with the arrangements stated on the memorandum of sale, we as Auctioneer reserve the right to take enforcement action against you, the Seller, with debt recovery agents.

## 7. MAINTENANCE OF THE PROPERTY PENDING SALE

7.1 We do not accept any liability or responsibility whatsoever for the maintenance or repair of the Property at any time, including the time during which an auction or a sale is pending.

7.2 It is your responsibility as the Seller to maintain the Property and take appropriate measures to prevent it from being subject to damage before transfer to the Buyer.

7.3 If we are the sole key holder for the Property pending sale, we do not accept any liability or responsibility regarding providing access to the Property. It is strongly advised that you have a second key cut so that the Property can be accessed out of office hours. Under no circumstances do we accept responsibility for the condition of the Property or take responsibility for responding to issues at the Property or providing emergency access to the Property. We are not liable to you for any damage to the Property during the time in which access was not possible because we are the sole key holder.

## 8. INFORMATION ABOUT THE PROPERTY

8.1 Under the terms of the Consumer Protection from Unfair Trading Regulations 2008, it is an offence to make a false or misleading statement about a property whether in writing or orally.



- 8.2 You must check the accuracy of the legal pack and the sales particulars for the Property.
- 8.2.2 The Seller's solicitor may provide new or updated documentation to be included in the legal pack up to 24 hours before the Auction Date. The Auctioneer must actually be in receipt of the documents in order for this to be processed. We cannot guarantee that any documentation received after this deadline will be processed in time for the Auction Date. After the deadline has passed, the Auctioneer reserves the right to liaise with relevant parties to request amendments to existing documentation up until the auction (for example, for the purpose of resolving administrative errors or legal queries). In such instances, the Seller's solicitor may amend the legal documentation after the deadline, solely on the request of the Auctioneer.
- 8.2.3 Where you engage a third-party solicitor to prepare the legal pack, the acting solicitor must redact out: any personal data of third parties, any personal data belonging to you, the Seller, insofar as they are reasonably able to do so, any sensitive data that may negatively impact the sale or cause distress to the Seller on public sharing of that information, prior to that documentation being provided to the Auctioneer. This includes but is not limited to: the details of tenants on any tenancy agreement or Property Information Form, insurance documentation that may be rendered invalid if made available for download on the Auctioneer's website, the personal details of any witness, executor or any other party aside from the named Seller, the cause of death on any death certificate, the value of the estate listed on a Grant of Probate.
- 8.3 You must provide us (or the Joint Agent, if applicable) with accurate details of the Property.
- (a) It is your responsibility to ensure that all descriptions of the Property are accurate.
- (b) You must notify us immediately on becoming aware of any inaccuracy or omission in any description of the Property or on becoming aware of any changes to the particulars of the Property.
- (c) You must tell us about any risks or dangers at the property, public health notices, local land charges, arrears of rent or service charge, disputes, and any other material matters relating to the Property.
- 8.4 You agree to indemnify us (and our associated companies) against any claims, losses, or expenditure of any kind resulting from inaccurate or misleading information (or omission of information) which you supply (or omit to supply) to us or a Joint Agent or your failure to notify us of inaccurate information or of a change to the Property, whether or not the claim, loss or expenditure was foreseeable.
- 8.5 You must confirm to us whether or not the sale is subject to VAT. If you become aware that the sale is or may be subject to VAT, you must inform us as soon as possible.
- 8.6 To protect the health and wellbeing of our employees, you must inform us if you know or suspect that there is a health and safety concern when accessing the property. You must declare this information on the first page of this Agreement.
- ### 9. PROOF OF IDENTITY
- 9.1 It is a legal requirement under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 that we verify the identity of our customers before the sale can take place.
- 9.2 We cannot sell your property until you provide us with the correct documentation. If you fail to provide us this before the auction, we reserve the right to refuse to sell the property, and we will not be liable to you for any losses suffered as a result.
- 9.3 We will request this documentation from you at the time of instruction. This will include a form of photographic ID (such as passport or driving license) along with a separate document evidencing your address, such as a letter from a utility company or bank statement dated within three months of you signing this Agreement. We may request other supporting documentation at our discretion.
- 9.4 We will use the information you provide to perform an electronic identity check, using our third-party referencing providers, Credas and Thirdfort. These providers will check the personal details supplied against their databased to verify your identity and residential address. This is not a credit check and will have no effect on your credit score. These third parties may also use your details in the future to assist other companies for verification purposes. By signing this Agreement, you consent to this electronic identity check being undertaken.
- 9.5 Where you are selling the property on behalf of the legal owner, the legal owner will also need to provide identity and residency documentation, and undertake electronic identity checks as set out above. By signing this Agreement, you are confirming that the legal owner has reviewed our privacy policy, understands the purposes for which we are processing their personal data and knows that we will pass their personal data to the third-party provider for the purposes of carrying out identity verification checks. It is not a credit check and will not affect the credit score of the legal owner.
- 9.6 Where you are selling the property as an organization, we are required to obtain documentation from, and

undertake electronic identity checks on, anybody who exercises significant control over that organization. We may request additional information from you to identify such persons. All relevant parties affiliated with the organization must comply with their obligations under this section 9.

9.7 If for any reason we are unable to verify your identity in accordance with this clause, this will be classed as a material breach of this Agreement and the Agreement will be terminated. In such circumstances, we shall retain the Entry Fee paid by you. You will not be charged any Withdrawal Fee.

## 10. EPC

10.1 You are responsible for obtaining an Energy Performance Certificate (EPC) as the Seller of the Property. We can arrange this on your behalf for the Fee set out on the second page of this Agreement. Alternatively, you can organise this yourself, but you must have this as part of the legal pack.

10.2 If you elect to arrange this yourself, you will be responsible for all costs associated with obtaining the EPC.

10.3 If you fail to arrange for an EPC by the date of the Auction, we may withdraw the Property from Auction and we shall have no liability to you for this withdrawal. You will be liable to pay us the Withdrawal Fee.

## 11. DISCLOSABLE INTERESTS

For the purposes of regulating the activity of estate agents, we are deemed to be acting as an estate agent under the Estate Agents Act 1979. This means that we must disclose any connection which we have either with the Seller or the Buyer or with any family member of the Seller or Buyer. If we have a disclosable interest in relation to you, we will inform the Buyer. If we determine that we have a connection with the Buyer, we will inform you as soon as reasonably possible.

## 12. PAYMENT GUARANTEE

12.1 In consideration of us entering into this Agreement with you, you guarantee to us that whenever the Seller or Legal Owner does not pay any of the Guaranteed Obligations as and when they fall due, you shall make due and punctual payment to us on demand of the Guaranteed Obligations.

12.2 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under this Agreement irrespective of any intermediate payment or discharge in part of the Guaranteed Obligations.

12.3 If this guarantee is given by more than one person, liability shall be joint and several.

## 13. LIABILITY

13.1 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.

13.2 Our liability to you in respect of any direct losses that you may suffer (whether in contract, tort or otherwise under this Agreement) shall not exceed the total amount of fees due to us from you under this Agreement.

13.3 We shall have no liability to you in respect of any of the types of loss listed below:

- (a) indirect or consequential loss or damage;
- (b) loss of or damage to any data;
- (c) loss of profit, revenue or business (whether direct or indirect); or
- (d) loss of sales or business

however, caused, even if foreseeable, arising from or in connection with the Auction Services provided under this Agreement.

13.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:

- (a) death or personal injury caused by negligence; or
- (b) fraud or fraudulent misrepresentation.

13.5 We shall not be liable to you for any failure or delay in the performance of an obligation required under this Agreement if such failure or delay is caused by you or any act or omission by you.

## 14. BIDDING ON OWN PROPERTY

14.1 You must not place Bids for the Property either directly yourself or through a third party at or above the Reserve Price. If there is no Reserve Price, you must not bid on the Property at all. If you place a Bid on the Property in breach of this Agreement and we accept it as an Acceptable Bid you will immediately be liable for all fees due and owing to us, including the Reservation Fee.

14.2 Where we become aware that you have placed a Bid on the Property at or above the Reserve Price, we shall comply with our obligations to report this as fraudulent activity to the appropriate regulatory authorities who may conduct their own investigation and decide what action to take against you.

14.3 If, during an auction, we become aware that you are bidding on the Property (or a third party is bidding on your behalf) at or above the Reserve Price or we have reason to believe that that may be the case, we reserve the right to withdraw the Property from auction in our absolute discretion. Bidding on your own property at or above the Reserve Price seriously risks the reputation of our business and if we withdraw the Property from auction because you have bid on your own property in breach of this clause 14 you will be immediately liable to pay us the Withdrawal Fee.

- 14.4 If we discover that you have Bid on the Property at or above the Reserve Price, we reserve the right in our absolute discretion to prohibit you from taking part in any other auction that we run in the future.
- 14.5 If a Buyer withdraws from a sale due to subsequently discovering (via any channel, including where we are instructed or advised by appropriate authorities to tell the Buyer this information) that you bid on the Property (or a third-party bid on your behalf) you are responsible for paying the Reservation Fee to us.
- 15. TERM AND TERMINATION**
- 15.1 This Agreement will last for the duration of the Agreement Term.
- 15.2 Your cancellation rights: You have the right to cancel this Agreement within 14 days from signature ("**the Cooling Off Period**").  
To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by making a clear statement in a letter sent via the post or via email.
- 15.3 **Urgent work.** You acknowledge and agree that marketing a property for sale by auction is 'urgent work' in that it needs to be started within 14 days of you signing this Agreement. For that reason, if you cancel this Agreement within the Cooling Off Period, and we have already started to provide the Auction Services, you must pay our reasonable costs in providing the Auction Services we have carried out up to the date that you tell us you want to cancel.
- 15.4 **Waiver.** Selling a property at auction is urgent work. Sometimes, the auction will take place during the Cooling Off Period. You agree that if this is the case, you waive your right to a Cooling off Period and will be liable to pay the usual fees associated with selling at auction under this Agreement. If you cancel the Agreement in the Cooling Off Period and we have accepted an Acceptable Bid on your behalf, then you must pay the Reservation Fee.
- 15.5 Either party may terminate this Agreement if:
- (a) the other party commits a material breach of any term of this Agreement which is irremediable or if remediable the breaching party fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
  - (b) the other party repeatedly breaches any of the terms of this agreement in such manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
  - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("**IA 1986**") as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1) (e) or 123 (2) of the IA 1986 or being an individual is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the IA 1986.
- 15.6 **Serving notice.** Unless terminated in accordance with the above, the Agreement may be terminated by you on 28 days' written notice to us. Notice must be given after this Agreement has been in place for the minimum period under the Agreement Term. Should you wish to terminate the Agreement sooner, the Withdrawal Fee set out under section 6 will become payable.  
Notice may be served by email or by post. If served by email, this shall take effect on the same working day as it is sent (unless sent after 4pm in which case it will be deemed to take effect the following working day). Notice served by post must be served on the Auctioneer's registered address and will take effect on the date of receipt.  
Where notice is served, the Agreement shall remain in force until the expiry of the notice period; should you sell the property to a private buyer during the notice period, this shall be a breach of our sole selling rights under this Agreement and you will become liable for the applicable fees under section 6.
- 15.7 Where this Agreement is terminated prior to the expiry of the Agreement Term the provisions of Clause 6 shall apply in respect of payment of our Fees.
- 15.8 The Auctioneer may agree to release the Seller from their obligations under the Agreement at any time in its absolute discretion.
- 16. DECLARATION OF COMMISSION**
- 16.1 We may offer services (including, but not limited to, financial, valuation, surveying, conveyancing, and estate agency services) to prospective Buyers of the Property for which we may receive additional commission.
- 16.2 We may receive commission on services that we provide to you or refer you to, such as preparation of a legal pack or commission of an EPC.
- 16.3 We pay our Joint Agents a commission in return for referring Sellers to us. We also provide non-cash incentives in the form of vouchers to our Joint Agents from time to time in return for referrals.
- 16.4 As the precise amounts of commission will differ on a case-by-case basis, please contact us for the

applicable figures.

## 17. OTHER IMPORTANT TERMS

- 17.1 **Jurisdiction.** For land located in England & Wales, these terms are governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales. For land located in Northern Ireland, these terms are subject to the jurisdiction of the courts of Northern Ireland and England & Wales, to be determined by the court.
- 17.2 **Novation.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.
- 17.3 **Severance.** If a court finds any part of this Agreement unenforceable, the rest of the Agreement will continue in force. Each of the paragraphs of these terms operate separately. If any court or relevant authority decides any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.4 **Third parties.** This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.5 **Delay in enforcement.** Even if we delay in enforcing this Agreement, we can still enforce it later.
- 17.6 **Advertising.** We may feature your Property in advertising material, along with other information about the sale such as the Guide Price, the sale price, the date of completion, and other associated sales information. This advertisement may appear online, on third party sites, in print, or in our offices.

## 18. DATA PROTECTION

- 18.1 We will only use your personal information for the purposes of providing you with the Auction Services and in accordance with the provisions of our privacy policy. [www.sdlauctions.co.uk/privacy-policy/](http://www.sdlauctions.co.uk/privacy-policy/)
- 18.2 If there are tenants in the property that are not companies (i.e. are individuals) you must inform them that their personal data will be passed to us and may be included in marketing material or legal documents; for instance, tenancy agreements may be included in the legal pack.

## 19. RESOLUTION OF COMPLAINTS

- 19.1 Our complaints handling policy can be found at: [www.sdlauctions.co.uk/complaints-handling-procedure/](http://www.sdlauctions.co.uk/complaints-handling-procedure/)
- 19.2 We are regulated by The Property Ombudsman whose website is: <https://www.tpos.co.uk/>

## 20. CONTRACT OF SALE & AUCTION CONDITIONS

- 20.1 When you sell at auction you agree to be bound by the Contract of Sale & Auction Conditions, and (if applicable) the Northern Ireland Amendments, which form part of and are in addition to these terms. These

documents can be viewed on SDL Property Auctions' website at [www.sdlauctions.co.uk](http://www.sdlauctions.co.uk). You must read the Contract of Sale & Auction Conditions, and Northern Ireland Amendments (if applicable) in full before engaging SDL Property Auctions to sell your property. If you fail to do so, you will remain bound under this Agreement. The Contract of Sale & Auction Conditions will be signed on your behalf.

**By signing below, you are personally giving a payment guarantee regarding the fees listed in this Agreement. Please read clause 12 carefully before signing.**

**Before signing this document ensure that you have read all of the relevant documents referenced in this Agreement – copies are available on request.**

### SIGNED ON BEHALF OF THE AUCTIONEER, SDL AUCTIONS LIMITED

Printed Name

Signature

Date of Signature

### SIGNED BY OR ON BEHALF OF THE SELLER

Printed Name

Signature

Date of Signature

### SIGNED BY OR ON BEHALF OF THE SELLER

Printed Name

Signature

Date of Signature

## CANCELLATION FEES: What do I have to pay and when?

### Within the Cooling off period (14 days)

#### **NO FEE**

- \* If we have not carried out any work in regards to the sale or marketing of the property by the time we receive notice of your cancellation you won't have to pay a fee.

#### **REASONABLE CHARGE**

- \* If we have already carried out any work in regards to the sale/marketing of the property by the time we receive notice of your cancellation, you'll have to pay a reasonable charge for our work.

#### **RESERVATION FEE**

- \* Sometimes our Auctions take place within the first 14 days. If a bid has been accepted by the time you cancel the Agreement, you must pay the Reservation Fee, even if it's within the first 14 days.
- \* If you cancel within the 14 days but we have introduced a willing Buyer to you and you sell to that Buyer within 6 months, you must pay the Reservation Fee.

### After the 14 day cooling off period but before a bid is accepted

#### **WITHDRAWAL FEE**

- \* You will have to pay the Withdrawal Fee if you cancel the Agreement after 14 days but before a bid is accepted.
- \* If we withdraw your property from Auction because you have bid on your own property (in breach of the Agreement) you will have to pay the Withdrawal Fee.

#### **RESERVATION FEE**

- \* If we introduce a Buyer to you and within 6 months of the end of the Agreement you sell to that Buyer either direct or via a third party you will have to pay the Reservation Fee.
- \* If whilst the Agreement is in effect you sell the property to a buyer outside of auction with us, you will have to pay the Reservation Fee. You will also have to pay the Withdrawal Fee.

### At anytime after a bid has been accepted

#### **NO FEE**

- \* If a bid is accepted for your property at Auction and you complete the sale within the 56 day period allowed by the Reservation Agreement then you will not pay a fee - the Buyer will pay the Reservation Fee.

#### **RESERVATION FEE**

- \* If you withdraw from the sale within the 56 days after an Acceptable Bid has been accepted, you will have to pay the Reservation Fee
- \* If the Buyer withdraws due to you giving us incorrect property details you will have to pay the Reservation Fee.
- \* If the Buyer withdraws due to damage to the property which has occurred since the property was initially marketed you will have to pay the Reservation Fee.
- \* If you bid on your own property in breach of the Agreement and win the property, you will have to pay the Reservation Fee.

Please note that there are exceptional circumstances where we may cancel the Agreement with you, and you may have to pay a reasonable administration fee for work performed by our team to date. Please see clauses 2.6 and 5.5.