

Head Office at: The Colony, Altrincham Road, Wilmslow, SK9 4LY
Website: www.certainityauctions.co.uk | Email: info@certainityauctions.co.uk | Phone: 0161 6605877

THIS IS A LEGALLY BINDING CONTRACT.

Date:

ADDRESS OF THE PROPERTY

Address:

Postcode:

VENDOR

Full Name:

Address:

Postcode:

PURCHASER

Full Name:

Address:

Postcode:

PURCHASE PRICE

Additional fees payable (e.g. Auctioneer's Fee, Buyer's Fee, Vendor's Legal Costs):

DEPOSIT PAID

BALANCE PAYABLE UPON COMPLETION

COMPLETION DATE

Signature

DETAILS OF PURCHASER'S SOLICITOR

Company Name:	
Name of Solicitor:	
Address:	
Postcode:	
Telephone:	
Email:	

DETAILS OF VENDOR'S SOLICITOR

Company Name:	
Name of Solicitor:	
Address:	
Postcode:	
Telephone:	
Email:	

The vendor agrees to sell and the purchaser agrees to buy the Property for the price stated above. This contract is subject to the Certainty Auctions Terms and Conditions of Sale.

Signed by or on behalf of the purchaser or by Certainty Auctions as agent for the purchaser (where the purchaser is a company, you guarantee that you are authorised to act on behalf of the company):

Name:

Signature:

Signed by Certainty Auctions as the agent for the vendor:

Name:

Signature:

The following Terms and Conditions govern the conduct of our auctions for land located in England and Wales. If you bid on a property, it is on the basis that you accept these terms and conditions.

1. ABOUT THESE TERMS

1.1 What these terms cover.

These are the terms and conditions on which we offer properties for sale.

Our auctions are conducted online only. We may accept bids on a property before or after the auction.

1.2 WHY YOU MUST READ THEM

Please read these terms carefully before bidding on a property at auction. These terms tell you who we are and the rules that apply to bidding at auction. If you have a question about these terms or think that there is a mistake in these terms, please contact us.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Certainty Auctions and our address is Offices at The Colony, Altrincham Road, Wilmslow, SK9 4LY, 0161 6605877.

2.2 You can contact us by telephoning us on 01616605877, by writing to us at our address, or by emailing us at info@certaintyauctions.co.uk.

3. INTERPRETATION

3.1 In these terms and conditions 'lot' means the land or property that is up for sale at auction. For our auctions, each lot is given a number on our website.

3.2 References in these terms to legislation are references to it as amended or replaced from time to time.

3.3 We reserve the right to change our terms and conditions at any time.

4. WINNING BIDS

4.1 If you are the highest bidder, you must:

4.1.1 exchange legally binding contracts for the sale of the property immediately in accordance with clause 15 of this Agreement;

4.1.2 pay a non-refundable deposit equal to 10% of the purchase price, subject to a minimum of £5,000. This deposit contributes towards the purchase price (although note we can deduct fees owing to us from the deposit);

4.1.3 pay a non-refundable auction fee ('Purchaser's Fee') calculated as a percentage of the actual purchase price of the property of 3.0% (including VAT) of the purchase price subject to a minimum of £5,400 (including VAT). The Purchaser's Fee does not contribute to the purchase price; and

4.1.4 complete the sale within 20 business days unless the special conditions of sale state otherwise, please refer to clause 12 of this Agreement.

4.2 If you fail to complete the sale, the vendor can bring a claim against you personally for losses suffered and we may pursue you for unpaid auction fees.

5. WHAT YOU SHOULD DO BEFORE BIDDING

5.1 If you are the highest bidder, you are legally bound to buy the property and there are financial consequences of withdrawing from the sale, both in terms of non-refundable Purchaser's

Fees and non-refundable deposits as well as the possibility of legal action being taken against you.

5.2 It is strongly advised that before bidding for a property you:

5.2.1 Take professional advice from a solicitor, Chartered Surveyor and accountant;

5.2.2 Inspect the legal pack for the property and have the legal pack inspected by a solicitor;

5.2.3 Organise any necessary finance for the purchase;

5.2.4 Ensure that you have the funds available to pay any applicable Purchaser's Fees, and deposits, as well as the purchase price;

5.2.5 Carry out the necessary searches and make the necessary enquiries (seek guidance from a solicitor on what searches and enquiries are necessary);

5.2.6 Commission appropriate surveys for the property by a Chartered Surveyor;

5.2.7 Check the contents of all applicable documents relating to the property, including leases, restrictions, and covenants;

5.2.8 Check that the information you have received or seen about the property is accurate;

5.2.9 Organise and attend a viewing of the property (unless the lot is marked external inspection only);

5.2.10 Commission appropriate reports for the property, such as structural reports, building reports, water and drainage reports, etc;

5.2.11 Check the VAT, stamp duty, and other tax consequences of the sale;

5.2.12 Familiarise yourself with all terms and conditions relating to our auctions; and

5.2.13 Take all other action necessary to satisfy yourself as to the condition of the property in order to be able to determine the price you are willing to pay for the property.

5.3 If you fail to take any of the above measures, you do so at your own risk. You will not be able to withdraw from the sale once your bid has been accepted without incurring financial consequences. When you bid, you are deemed to have taken all the measures listed in clause 5.2 above and to have acted as a prudent purchaser would act.

5.4 The guide price of the property is not an indication of its market value or its minimum value or worth. It is merely the price at which the vendor has decided to advertise the property. It offers no guarantee whatsoever as to the condition of the property or the value of the property.

6. OUR ROLE

6.1 We act as agents for vendors. We have authority to:

6.1.1 Prepare and display the advertisements for the lots;

6.1.2 Offer each lot for sale and combine or divide lots;

6.1.3 Receive and hold deposits;

6.1.4 Receive auction fees including a Purchaser's Fee;

6.1.5 Accept bids for the lots (including pre- or post-auction);

6.1.6 Decline bids for the lot at our discretion;

6.1.7 Regulate bidding increments and the order of lots;

6.1.8 Accept remote bids;

6.1.9 Resolve bidding disputes;

6.1.10 Re-offer a lot for sale following bidding disputes;

6.1.11 Bid on behalf of the vendor up to the reserve price;

6.1.12 Sign the contract of sale on behalf of the vendor;

6.1.13 Sign the memorandum of sale on behalf of the vendor;

6.1.14 Carry out the exchange of contracts;

6.1.15 Repudiate a contract between the vendor and purchaser;

6.1.16 Change the date or time of the auction at our discretion;

6.1.17 End the auction early or cancel the auction without giving a reason;

6.1.18 Withdraw lots from auction at our discretion.

6.1.19 Verify your identity in accordance with clause 22 of this Agreement.

6.2 By bidding on a property, you confirm your agreement to be bound by these terms. Under these terms, you give us authority to:

6.2.1 Receive and hold deposits;

6.2.2 Receive auction fees (including a Purchaser's Fee);

6.2.3 Accept your bid for the lot;

6.2.4 Sign a contract of sale on your behalf when you are the highest bidder;

6.2.5 Repudiate a contract between you and the vendor.

7. RESERVE PRICE

7.1 Unless otherwise stated, all lots are subject to a reserve price.

7.2 The reserve price is the price which must be reached before a lot will be sold at auction. It can be changed at any time up to the time of the auction.

8. GUIDE PRICE

8.1 The guide price is the marketing price or advertised price for the lot.

8.2 The guide price is not a guarantee or an indication of minimum value. The guide price is not necessarily the market value of the lot.

8.3 The guide price is not set with the help of a Chartered Surveyor and you must engage your own reports and surveys to satisfy yourself of the value of the property before you bid.

8.4 The guide price can change at any time up to the start of the auction.

8.5 The sale price can exceed the guide price. Sometimes, the sale price is lower than the guide price.

9. CHECKING FOR UPDATES

- 9.1 Lot information can be changed up to the time of the auction, including the property details, reserve price, and guide price. You must make sure you check for updates before you bid for a property.
- 9.2 If you fail to check for updates, you do so at your own risk.
- 9.3 You can check for updates by:
 - 9.3.1 Checking the webpage for the lot;
 - 9.3.2 Re-downloading the legal pack on the day of the auction before you make your offer to purchase the property;
 - 9.3.3 Checking any late announcements and addendum documents prior to auction;
- 9.4 When you bid, you are taken to have read any late amendments, addenda, or updates even if you have not done so. You are deemed to have full knowledge of any changes made to the information provided about the lot (including the legal pack).

10. TAX

- 10.1 Stamp Duty Land Tax, Land and Buildings Transaction Tax, VAT, or other charges may apply to some sales. These costs will not be confirmed in the legal pack.
- 10.2 It is your responsibility to make your own enquiries and seek appropriate advice as to the possible tax consequences of the sale before you bid.
- 10.3 If you withdraw from the sale after you have won the lot because of tax consequences, you will lose any deposits or fees paid and the seller may take legal action against you.

11. THE LOT

- 11.1.1 All the statements contained in particulars of sale or descriptions of the lots in documentation or given by our employees or agents are made without responsibility and you must not rely on them as statements or representations of fact. They do not represent any warranties whatsoever in relation to the lots. You must satisfy yourself as to the accuracy of the particulars before bidding.
- 11.1.2 Any suggested rental incomes and yields may be subject to any necessary energy efficiency improvements. If the property is currently let and being sold with an EPC (energy performance certificate) rating of G or F it will require immediate energy efficiency improvements to meet the minimum standards. If the particulars of sale state that the property is suitable for investment it will be for the buyer to ensure that the relevant EPC requirements are met.
- 11.2 The lot is sold subject to any tenancies disclosed in the legal pack or lot description.
- 11.3 The lot is sold subject to any special conditions set out in the property description or associated documentation but otherwise is sold with vacant possession on completion.
- 11.4 All measurements quoted in descriptions of the lot are approximate. You must verify the measurements yourself by visiting the property and/or commissioning a professional report or

survey.

- 11.5 All location plans published in the particulars of sale are subject to copyright and are only provided to enable prospective purchasers to locate the property. The plans are not to scale and are not intended to depict the interest to be sold. The boundary lines and numbers on the plans or photographs are provided only to allow purchasers to locate the lot and do not depict the interest to be sold. You must visit the lot and commission the relevant searches and reports.
- 11.6 When you bid on a lot you are deemed to have relied only upon your own knowledge or the advice of your own professionals or advisors, and not on the particulars of sale or description or photographs of the lot.
- 11.7 All Ordnance Survey maps are reproduced with the sanction of the Controller of HM Stationery Office (Crown Copyright Reserved Licence No LIG0183).
- 11.8 The services, kitchen and sanitary ware, electrical appliances and fittings, plumbing and heating installations (if any) have not been tested by us or by the vendor. Before you bid on a property, you must undertake your own investigations, reports and surveys to clarify the suitability and condition of any such services.
- 11.9 The lot is also sold subject to the following, whether or not they are disclosed by the vendor or are apparent from inspection of the lot or from the documents provided or from the legal pack or would have been obvious had you acted as a prudent purchaser:
 - 11.9.1 Matters registered or capable of registration as local land charges;
 - 11.9.2 Matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - 11.9.3 Notices, orders, demands, proposals, and requirements of any competent authority;
 - 11.9.4 Charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways, or public health;
 - 11.9.5 Rights, easements, quasi-easements, and wayleaves;
 - 11.9.6 Outgoings and other liabilities;
 - 11.9.7 Any interest which overrides under the Land Registration Act 2002;
 - 11.9.8 Matters that ought to be disclosed by the searches and enquiries a prudent purchaser would make, whether or not you have made them; and
 - 11.9.9 Anything the vendor does not and could not reasonably know about.
- 11.10 Where anything subject to which the lot is sold would expose the vendor to liability you are to comply with it and indemnify the vendor against that liability.
- 11.11 The vendor must notify you of any notices, orders, demands, proposals, and requirements of any competent authority of which it learns after the contract date, but you must comply with them and keep the vendor indemnified.
- 11.12 The lot does not include any tenant's or trade

fixtures or fittings. If the special conditions state that chattels are included, you take them as they are at completion and the vendor is not liable if they are not fit for use.

- 11.13 You buy with full knowledge of the documents relating to the lot (whether or not you have read them) and the condition of the lot (whether or not you have inspected it and commissioned appropriate reports and surveys). This is why it is important that you take the steps set out in 5.2.
- 11.14 You admit that you are not relying on the information contained in the particulars of sale or on any representations made by or on behalf of the vendor, except that you may rely on the vendor's solicitor's written replies to written enquiries to the extent stated in those replies.
- 11.15 The seller cannot be required to transfer the lot to anyone other than the purchaser.

12. SPECIAL CONDITIONS

- 12.1 The lots are sold subject to any special conditions of sale, which are available for inspection at the office of the vendor's solicitor, our office and on our website.
- 12.2 You must view and take into account the special conditions before bidding.
- 12.3 The special conditions may include additional fees inserted by the vendor, and are separate to those payable to Certainty Auctions.
- 12.4 When you bid, you are taken to have read and accepted the special conditions, even if you have not done so.

13. SALE BEFORE OR AFTER AUCTION

- 13.1 Lots may be sold before the auction.
- 13.2 If you submit a bid before or after auction and it is accepted, the same fee and deposit rules apply as if the lot had been sold at auction.
- 13.3 To submit a pre-auction bid, you must submit a formal written offer to us.
- 13.4 You cannot withdraw a pre or post-auction bid once contracts of sale have exchanged.
- 13.5 If you submit a pre or post-auction bid, you are taken to have undertaken all measures that a prudent purchaser would undertake, including all of the measures listed in clause 5.2. If you fail to take appropriate measures before bidding, you do so at your own risk. You cannot later withdraw from the sale without incurring financial consequences.
- 13.6 We will relay your pre- or post-auction bid to the vendor, but we give no guarantees or warranties regarding the timing of relaying the offer.
- 13.7 We are not responsible for any of your costs or losses if a lot you were interested in buying is sold or withdrawn before auction.
- 13.8 If a pre- or post-auction bid is accepted by the vendor, you become liable to pay our fees and any applicable deposit when a contract of sale is signed.
- 13.9 If a pre- or post-auction bid is accepted by the vendor, you must instruct your solicitor within 7 days otherwise we (as agent for the vendor) can treat the contract as at an end or sign the appropriate documentation (including a contract of sale or memorandum of sale) on your behalf.

- The vendor may pursue you for losses and we may take action against you in respect of unpaid auction fees.
- 13.10 All the other usual terms of sale apply where the lot is sold before or after auction.
- 14. BIDDING**
- 14.1 All bids are made in pounds sterling and are exclusive of any applicable VAT or other taxes.
- 14.2 We may refuse to accept a bid without giving a reason.
- 14.3 You cannot withdraw a bid.
- 14.4 By placing a bid, you become personally liable to fulfil the obligations of the winning bidder as set out in these terms and conditions, even if you bid as agent on behalf of somebody else.
- 14.5 If you bid on behalf of a company, you warrant that the company is properly constituted and has the necessary funds to and is able to purchase the property.
- 14.6 By placing a bid, you warrant that you have the necessary funds (or necessary finance) to pay the purchase price for the property along with the applicable Purchaser's Fee. If you withdraw from the sale due to lack of funds, you will lose your Purchaser's Fee, and deposit (if applicable).
- 15. THE WINNING BID**
- 15.1 The successful bidder at auction is under a binding contract to purchase the relevant property when the auction for that lot comes to an end. For the online auction, the time slot for each lot will be displayed on the webpage.
- 15.2 As soon as the auction occurs you are immediately liable for the applicable fees and to pay the deposit (if applicable). You immediately become responsible for insuring the property – the property is at your risk from the moment that you win the bid.
- 15.3 You must present to us your name and address on request and, if appropriate, the name and address of the person or company on whose behalf you were bidding.
- 15.4 We reserve the right to require you to provide a form of ID to us, on request, e.g. passport or driving licence.
- 15.5 You will not be entitled to take possession of the property or have keys to the property until completion of the sale.
- 16. LEGAL PACK & LEGAL ADVICE**
- 16.1 You must view the legal pack for a lot. It is strongly recommended that you instruct a qualified professional to review this and raise any necessary enquiries before bidding.
- 16.2 The legal pack can change at any time up until the auction starts. Therefore you must check the most recent version of the legal pack and the addendum before bidding on the property. Failure to check for changes to the legal pack will not be a valid reason for withdrawing from the sale.
- 16.3 The legal pack is not prepared by Certainty Auctions and we are not responsible for and give no guarantee or assurance as to the accuracy of its contents. We shall not have any liability to you for any inaccuracies contained in the legal pack. Where we display or provide documents provided or created by third parties, we do so only on the basis that we are not responsible for the accuracy of the information contained in that document.
- 16.4 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 the seller. Certainty 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.
- 17. YOUR OBLIGATIONS TO US**
- 17.1 You must:
- 17.1.1 Familiarise yourself with these terms in their entirety before bidding;
- 17.1.2 Provide all information we reasonably need to be able to complete a memorandum of sale or contract of sale when you are the winning bidder (we may sign on your behalf);
- 17.1.3 Sign the necessary documents including a memorandum of sale or contract of sale when you are the winning bidder (we may sign on your behalf);
- 17.1.4 Pay the applicable Purchaser's Fee (if any) detailed in clause 4;
- 17.1.5 Pay the applicable deposit (if any) detailed in clause 4;
- 17.1.6 Complete the sale within the timeframes set out in clause 4; and
- 17.1.7 Provide all necessary identification documentation to allow us to comply with our legal obligations.
- 18. OBLIGATIONS UNDER A CONTRACT OF SALE**
- 18.1 As soon as your bid is accepted, a contract of sale is entered into.
- 18.2 Under the contract of sale, you must:
- 18.2.1 Provide all necessary information reasonably required to complete the formal contract of sale;
- 18.2.2 Provide all necessary identification and proof of address documentation;
- 18.2.3 Take all necessary measures to complete the sale within 20 business days (or as otherwise stated in the special conditions);
- 18.2.4 Sign a formal written contract if requested to do so;
- 18.2.5 Pay any applicable Purchaser's Fee (see clause 4);
- 18.2.6 Pay a deposit (see clause 4); and
- 18.2.7 Complete the sale (and pay the full purchase price) within 20 business days (or as otherwise specified in the special conditions).
- 18.3 If you fail to comply with the conditions set out above, we may (as agent for the vendor) treat you as being in repudiatory breach of the contract of sale and so treat that contract as at an end. This means we can re-offer the property for sale. You will not be able to recover your deposit or Purchaser's Fee and the vendor will have a claim against you for breach of contract.
- 19. DEPOSITS**
- 19.1 If you pay a deposit (see clause 4), we will hold that deposit as stakeholder for the vendor (subject to clause 19.6).
- 19.2 The deposit is non-refundable. If you withdraw from the sale, you will not get your deposit back. We will pay the deposit to the vendor's solicitor.
- 19.3 If the vendor withdraws from the sale, we will return the deposit to you or your solicitor.
- 19.4 When the sale completes, we will pass the deposit to the vendor's solicitor and it will be deducted from the purchase price of the property.
- 19.5 We may retain the sale memorandum or contract of sale signed by or on behalf of the vendor until the deposit has been received in cleared funds.
- 19.6 If you pay the deposit but do not pay your Purchaser's Fee on time, we may deduct the amount of the outstanding fees from the deposit. This means that the amount passed to the vendor's solicitor will be the deposit less any fees that have been deducted and you will need to make up this difference when you pay the full purchase price.
- 19.7 Interest earned on the deposit (if any) will be passed to whoever the deposit is passed to.
- 20. PAYMENT**
- 20.1 Fees and deposits must be paid immediately after a winning bid has been placed. Prior to the auction, we will email you to register your debit card details us. Your payment details will be stored securely. Payment will only be taken from you in the event of a winning bid. If you are the winning bidder, payment will be taken on the day of the auction. Our representatives will attempt to make a courtesy call to you before charging your debit card, however we reserve the right to process the payment owed if we cannot make contact for any reason.
- 20.2 We do not accept cheques.
- 20.3 You cannot use a credit card or cash to pay any part of the deposit.
- 20.4 If you fail to pay fees or the deposit by the specified timescales, we can (as agent for the vendor) treat the contract of sale as repudiated (terminated) and re-offer the lot; if we do this, the vendor may take legal action against you. Alternatively, we may sign the appropriate documents (memorandum of sale or contract of sale) on your behalf.
- 20.5 We may refer unpaid debts to debt collection agents. We may share your information with agents for this purpose. We may pass on the cost of recovering the debt to you.
- 21. BETWEEN THE END OF THE AUCTION AND COMPLETION**
- 21.1 From the moment you win the bid, the vendor does not have a responsibility to insure the lot and you bear all risks of loss or damage unless the lot is sold subject to a tenancy that requires the vendor to insure the lot or the special conditions require the vendor to insure the lot.

- 21.2 If the vendor is required to insure the lot, then the vendor:
- 21.2.1 Must show you, on request, all relevant insurance details;
- 21.2.2 Must use reasonable endeavours to maintain the policy;
- 21.2.3 Gives no warranty as to the adequacy of the insurance;
- 21.2.4 Must, at your request, use reasonable endeavours to have your interest noted on the policy if it does not cover a contracting purchaser; and
- 21.2.5 Must hold on trust for you any insurance pay outs made under the policy, and you must, on completion, reimburse the vendor for the cost of that insurance policy.
- 21.3 No damage or destruction of the lot, nor any deterioration in its condition, however caused, entitles the purchaser to any reduction in price or to delay completion or to refuse to complete.
- 21.4 You have no right to enter into occupation of the lot before completion.
- 21.5 Where we are not conducting viewings on a property and do not hold the keys, you understand that it is the Vendor's sole responsibility to facilitate the release of the keys upon completion. Enquiries should be made with the Vendor's solicitor prior to completion to ensure timely key release. Certainty Auctions accepts no liability for any delay on the Vendor's part to provide you with the keys.
- 21.6 Where we are in possession of the keys to the property, we will endeavour to provide you with the keys as soon as practicable after receiving notice of successful completion from the Vendor's solicitor. Where possible, a representative will arrange to meet with you within 72 hours of completion to hand over the keys. If the property's location means that it is not feasible for our representatives to meet with you in person, the keys will instead be posted to you using recorded delivery. You can expect to receive the keys in accordance with the timescales described on Royal Mail's website. We are not liable to you for any loss resulting from a failure of Royal Mail, such as a delay in delivery or if the keys become lost after posting.
- 22. PROOF OF IDENTITY AND RESIDENCE**
- 22.1 We are required under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to verify the identity and residential address of our customers. We will therefore require you to provide proof of identification (such as a passport or driving licence) and a separate document showing your current residence (such as a utility bill or bank statement dated within the last three months). We may request other supporting documentation at our discretion.
- 22.2 If we ask you for proof of identification and you do not provide the necessary documentation before the auction, we may prevent you from bidding and we will not be liable to you for any losses suffered as a result
- 22.3 If you refuse to provide such identification, the sale will not go ahead, and you will lose any deposit, or Purchaser's Fee that you have paid.
- 22.4 Where there is more than one purchaser, we require all purchasers to provide appropriate identification.
- 22.5 If you are bidding as agent for someone else, we require form of authority signed by the potential purchaser for you to bid on their behalf, together with appropriate identification from both you as agent and the principal.
- 22.6 If you are bidding as a representative of an organisation, we require all individuals exercising significant control over the organisation to provide appropriate identification. We may request additional information from you to identify such persons. All relevant parties affiliated with the organisation must comply with their obligations under section 26 of this Agreement before the sale can proceed.
- 22.7 Where the deposit or fees are paid from a bank account in someone else's name, we may require that person to provide us with appropriate identification.
- 22.8 If we ask you (or any affiliated individual involved in the purchase) for proof of identification/ residency and you do not provide the necessary documentation before the auction, we may prevent you from bidding and we will not be liable to you for any losses suffered as a result.
- 23. CONFLICTS OF INTEREST**
- 23.1 We are legally required to disclose to you any conflict of interest that we may have with the vendor, and we are required to disclose to the vendor any conflict of interest we may have with you.
- 23.2 If you think you might have a conflict of interest with us (for instance, because you or a family member works for Certainty Auctions), please let us know as soon as possible so that we can comply with our obligation to notify the vendor.
- 23.3 If we know of a potential conflict of interest between us and the vendor, we will include it in the information about the property. Sometimes, we do not find out about potential conflicts straight away, so always check the property information again before bidding.
- 24. WITHDRAWING FROM THE SALE**
- 24.1 If you are the winning bidder, you are legally obliged to buy the property.
- 24.2 If you withdraw from the sale before completion, there will be several consequences:
- 24.2.1 You will lose any non-refundable deposit that you have paid;
- 24.2.2 You will lose any non-refundable Purchaser's Fee that you have paid;
- 24.2.3 You will remain liable for any fees or deposits that are due from you but have not yet been paid (and we may take legal action against you to recover those fees or deposits); and
- 24.2.4 The vendor may take legal action against you for breach of contract.
- 24.3 If you fail to complete the sale by the completion date, the vendor may serve Notice to Complete (in accordance with the Contract of Sale & Auction Conditions as set out in clause 25) and once the contract has been rescinded we can re-offer the property for sale without any obligation owed to you and you will lose your non-refundable fees and deposits.
- 25. CONDITIONS OF SALE**
- 25.1 When you buy at auction, you agree to be bound by the Contract of Sale & Auction Conditions which form part of and are in addition to these terms. The Contract of Sale & Auction Conditions will be signed on your behalf under the authority provided in this Agreement. These documents can be viewed on Certainty Auctions' website, or you can ask us for a copy. You must read the Contract of Sale & Auction Conditions in full before purchasing a property through Certainty Auctions. If you fail to do so, you will remain bound under these terms.
- 26. OUR LIABILITIES**
- 26.1 In marketing and auctioning property, we act only as agent for the vendor of that property, we do not act on our own behalf.
- 26.2 We offer no guarantees or representations as to the condition of specifications of any property that we offer for sale.
- 26.3 We offer no guarantee or representation that the vendor will complete the sale within the required period.
- 26.4 We shall not be liable to either party if the purchaser or vendor withdraws from an agreement to sell and thereby causes loss to the other party.
- 26.5 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.
- 26.6 We do not exclude our liability for anything that we cannot legally exclude liability for, including death or personal injury and fraudulent misrepresentation.
- 27. JURISDICTION**
- 27.1 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.
- 28. RESOLUTION OF COMPLAINTS**
- 28.1 Our complaints handling policy can be found at: www.certaintyauctions.co.uk.
- 29. DATA PROTECTION**
- 29.1 We will process your personal data in accordance with our data protection policy: www.certaintyauctions.co.uk.