Terms of Business: Unconditional Auction

Auctioneer: BTG Eddisons Property Auctions

BTG Eddisons | Property Auctions

LOT TO BE SOLD

Address:

Postcode:

Please note in the box below any details that our employees and agents 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

☐ Grant of probate (or letters of administration); or

☐ Letter of authority for sale from solicitor/conveyancer

☐ 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:

These terms are for an Unconditional Auction Sale.
This means that when a Buyer's Bid is accepted by the Auctioneer, the Buyer is obliged to pay the Auctioneer a non-refundable auction fee and a deposit. The Buyer then has 20 business days (unless specified otherwise) from the date of the Auction when contracts are exchanged to complete the purchase of the Lot. You, as Seller, will pay the fee(s) detailed on the next page.

Document updated August 2026

Terms of Business: Unconditional Auction

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

TYPE OF FEE	AMOUNT OF FEE	WHAT IS IT?
Entry Fee:	£	Paid by the Seller to list the Lot for auction
Seller's Fee:	____ % of the final sale price subject to a minimum of £____ or a set fee of £____	Paid by the Seller on a successful sale.
Buyer's Contribution: (offset of Seller's Fee)	£	Paid by the Buyer, subject to section 6 of our terms enclosed. This fee reduces the amount that you would otherwise pay as the Seller's Fee.
Buyer's Fee:	_____% of the final sale price or minimum of £_____ (including VAT)	Paid by the Buyer, subject to section 6 of our terms enclosed. By way of worked example, if the Buyer's Fee was 1.2% of the final sale price (subject to a minimum of £1,500) and the Lot sold for: (a). £200,000—the Buyer's Fee payable would be £2,400. (b). £100,000—the Buyer's Fee payable would be the £1,500 minimum.
Withdrawal Fee:	£600 (including VAT)	Payable if the Lot is withdrawn from auction as detailed in the Agreement.
Energy Performance Certificate:	£120 including VAT for residential properties. A quote will be provided for commercial properties. ☐ I would like to commission a residential EPC for £120 including VAT	Payable if you choose to use our provider. As part of our services, we can appoint your EPC provider for you. We will charge you a standard fee of £120 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..

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 and home report before your Lot can be sold. 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 Lot, such as details of existing leases, planning permission documents, and special conditions. You will also need to appoint a solicitor or conveyancer to complete the sale. The Auctioneer believes that you may therefore benefit from the following services.

LEGAL PACK AND POST AUCTION CONVEYANCING

- Residential properties in England & Wales only. If your Lot is in Scotland, please make an enquiry and our team will be glad to help.
- We will organise your legal pack through our third-party provider. Please note that the fee for the legal pack will be non-refundable if your Lot does not sell.
- If your Lot sells, you will also be required to use the conveyancers recommended by the provider. You will be quoted on an individual basis for the conveyancing. Please note that it is standard practice for disbursements to be charged separately and in addition to the conveyancing fee. An additional charge may apply for preparation of the draft transfer deed, which will be paid by the Buyer and be written into the special conditions (only applies if the Lot sells).

All fees will be quoted on an individual basis.

CHOOSE THIS OPTION: Please read the 'Referral Fee Disclosure' section below and tick this box if you wish to use this arrangement: ☐

I'LL FIND MY OWN PROVIDER

- We won't refer you to any provider—you will source a solicitor/conveyancer yourself at your own cost.
- Your conveyancer/solicitor must send us the legal pack so we can sell the Property on the auction date.
- Your conveyancer/solicitor will handle the legal transfer of the Property after the auction date.

Please note, if you are a sole practitioner solicitor/conveyancer, you cannot act for yourself. This is because we as Auctioneer have a duty to safeguard the Buyer's deposit monies. If you have any queries about this, please contact us.

CHOOSE THS OPTION: ☐

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. We 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 these third parties for your legal pack and post-auction conveyancing needs. If you opt-in to this service, and your Lot sells, the Auctioneer will receive the following maximum referral fees all expressed inclusive of VAT: £470 for the post-auction conveyancing, and £200 for the legal pack (you will need to pay for the legal pack regardless of whether the Lot sells). By opting-in, you are confirming you understand and agree to the referral arrangement. Please be advised we work with multiple providers, and their details will be provided to you at the point of referral. Additionally, the eventual buyer may use the same conveyancing provider, in which case we may receive a referral fee for this too.

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

Company Name: ______ **Reference:** ______

Address: ______

______ **Postcode:** ______

Email: ______ **Telephone:** ______

Terms of Business: Unconditional Auction

HOME REPORT (for residential properties in Scotland only)
It is a requirement for residential properties in Scotland that you provide a Home Report before your Lot can be sold (in addition to the legal pack). The home report gives prospective buyers an idea of the Lot's current condition. It contains an energy report, property questionnaire, and a single survey. We can organise your home report through our third-party providers. You will be quoted on an individual basis, according to the type and value of your Lot. Please enquire for further details. If you choose to use this service, we will receive a maximum referral fee of 10% of your fee paid.

Opt-in ☐ **I will provide my own** ☐

AUCTION SALE BOARD
Unless you tell us otherwise, we will assume that you wish for a 'For Sale' board to be placed at the Lot. If your Lot is tenanted, please inform any tenants that a sale board will be put up.

Tick here to opt out ☐

VIEWING ARRANGEMENTS

Please indicate who is to perform the viewings by ticking the applicable box below:

You (the Seller) ☐

Auctioneer to arrange ☐ Please be aware this may be facilitated by a third-party viewing agent.

Joint Agent ☐ This is where your Lot is being marketed jointly under this Agreement by the Auctioneer and another agent.

Tenant ☐ If so, please provide contact details:

Other ☐ If so, please elaborate:

No Viewings ☐ If so, please elaborate why:

Key access: Please advise where the keys are held for viewing purposes. Once the Lot sells, you must confirm with your solicitor how the buyer will be provided with the keys for completion. Where we hold the keys for viewings, we will usually arrange for these to be posted to the buyer.
You must advise us of any differing requirements.

Terms of Business: Unconditional Auction

INFORMATION ABOUT US

We ('The Auctioneer') are Eddisons Commercial Limited, trading as BTG Eddisons Property Auctions, SDL Property Auctions, Pugh & Co, Mark Jenkinson and Network Auctions. We are a company registered in England and Wales with company number 03280893 and our registered office is 340 Deansgate, Manchester, England, M3 4LY. You can contact us by phoning 0345 646 2288 or emailing enquiries@btgeddisonspropertyauctions.com

ABOUT THESE TERMS

These terms tell you who we are and the rules that apply to selling at auction. Our auctions are held as either: Livestreamed, Online Auctions, Single Lot, or Buy-It-Now. Our auction experts will advise you of which auction type we think will best suit your Lot. The auction type is flexible and can be changed on request. Please read these terms carefully prior to signing. If you have a question about these terms, or think there is a mistake in these terms, please contact us.

Online Auctions are for multiple lots sold online with a predetermined lotting order, in the absence of a live auctioneer. We may accept offers on a Lot before or after the auction, at your instruction.

Single Lot auctions are for individual lots sold online in the absence of a live auctioneer. They are available for a set window of time (usually a period of several days) in which interested parties can place their bids. We may accept offers on a Lot before, during, or after the bidding window opens, at your instruction.

Livestreamed auctions 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 Lot before or after the auction, at your instruction.

Buy-It-Now lots are sold online via our website; the buyer can purchase the Lot immediately (subject to successfully completing their registration) by making an offer at the available price. The Lot is sold on a first-come, first served basis. Offers under the asking price received via telephone or email will be qualified by our team per 2.1(f).

Once the auction type is decided, we will agree the appropriate the sale method for your Lot. We offer two different methods of sale for selling your Lot: Unconditional or Conditional.

In signing this Agreement, you agree that we will have sole selling rights over the Lot in accordance with our terms. If you know of any party who has previously expressed interest in purchasing the Lot, or you are currently advertising the Lot with another estate agent, we ask that you provide these details up front for your own protection. If you do not declare this information at the point of signing this Agreement, you may be found to be in breach of contract with us and may become liable to pay more than one agency fee. Please refer to section 6 of our terms enclosed for details of fees payable.

1. INTERPRETATION

Acceptable Bid means a bid made by a willing Buyer to purchase the Lot 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 these terms and conditions for selling your Lot at auction.

Agreement Term means the period commencing from the latest date of signature on this Agreement, and shall continue for a minimum term of 60 days after the date that the Lot 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 Lot 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 Lot, 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 Lot accepted by the Auctioneer.

Buyer's Contribution means the fee described as such in 6.4.

Buyer's Fee means the fee described as such in clause 6.5.

Cooling-Off Period is defined in clause 16.2 and described further at the end of the Agreement Terms and Conditions.

Entry Fee means as defined in 6.2.

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 Lot.

Guide Price means the price at which the Lot 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 Lot 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 Lot, or any telephone or written enquiry concerning the Lot.

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.

The Lot means the Lot to be sold, listed on page one of this Agreement.

Money Laundering Legislation means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002, Criminal Finances Act 2017, Terrorism Act 2000; Anti-Terrorism, Crime & Security Act 2001, and Counter Terrorism Act 2008 (Schedule 7), as amended from time to time.

Private Treaty Sales refers to any sale of the Lot that is agreed outside of our auction terms after you sign this Agreement. Please see clause 6.13 for more details.

Reserve Price means the amount which we agree with you is the lowest amount that the Lot may be sold for at auction, and is expressed exclusive of VAT.

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

Seller's Fee means the fee described as such in 6.3 Sole Selling Rights means we are the only auctioneer/ estate agent who is entitled to sell the Lot, 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 6.7(e) and (f).

Withdrawal Fee means the fee described as such in 6.6.

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 auction appraisal of the Lot;

(b) market the Lot for sale by auction with Sole Selling Rights, including undertaking viewings (wherever possible), and placing a marketing board outside the Lot indicating that it is for sale;

(c) where you have authorised us (which shall include any Joint Agent) to hold the keys, provide these to third parties such as surveyors other professionals who are acting on behalf of prospective purchasers, so that they can inspect the Lot, both before and after auction;

(d) offer the Lot for sale at auction;

(e) commission the preparation of the legal pack and home report (if applicable) where you have indicated that you would like us to do so;

(f) accept an Acceptable Bid on your behalf. By signing this Agreement, you confirm that any verbal offers made which are not put in writing, and any offers received before the auction below your likely Reserve Price, may be rejected automatically and may not be referred to you. Likewise, you instruct us that any offer from a buyer who does not have the funds to proceed or cannot meet the required completion timescale may be rejected automatically, and may not be referred to you.

(g) regulate the bidding for the Lot (including bidding increments);

(h) determine the lotting order of the auction (and change it in our absolute discretion);

(i) sell the Lot before or after the auction with your written or verbal agreement;

(j) resolve bidding disputes in our absolute discretion;

(k) re-offer the Lot if bidding is disputed;

(l) bid on your behalf up to the Reserve Price;

(m) exchange contracts and sign a Sale Memorandum or Reservation Agreement on behalf of both you as the Seller and the Buyer, provided that the Bid was an Acceptable Bid;

(n) repudiate a contract between you and the Buyer; and

(o) refuse Bids without having to give any reason for such refusal.

(p) in the absence of any interested bidders, decline to offer the Lot for sale at auction.

(q) publish information relating to the outcome of the auction, including but not limited to: the final sale price of the Lot, or the Reserve Price if the Lot is not sold.

(r) should the successful bidder for the Lot fail to provide us with the purchaser's details on the Auction Date, re-submit the Lot for sale at our discretion. If the Lot is re-auctioned, we will take reasonable steps to achieve the best price possible for the Lot, but we will not be liable to you for any difference in price obtained for the Lot.

(s) In the event of a successful sale, we may select your Lot to feature in our promotional advertising for our services.

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 subject to these being qualified per 2.1(f).

2.4 As this is an Unconditional Auction Sale, we will prepare and enter into a Sale Memorandum 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 Sale Memorandum you have to:

(a) Provide all necessary information reasonably required to complete the sale;

(b) Provide all necessary identification and proof of address documentation;

(c) Sign a formal written contract if requested to do so; and

(d) Take all necessary measures to complete the sale within 20 business days (or as agreed in the special conditions)

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. Where we do hold the keys, your solicitor must inform us of successful completion as soon as possible. We accept 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.

2.7 We are not obliged to obtain any references from any prospective purchaser.

Terms of Business: Unconditional Auction

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 Lot and are legally entitled to sell the Lot, or you have written authority to sign on behalf of all of the legal owner(s) of the Lot;

(b) there is no existing agency agreement for the sale of the Lot (whether by auction or otherwise) other than the Joint Agent where specified;

(c) you have not entered into a Sale Memorandum with a buyer;

(d) you are not a relative of any person employed by Eddisons;

(e) a right of first refusal has been offered to tenants where required under the Landlord and Tenant Act 1987 (as amended), that you have complied with all relevant statutory provisions in the Housing Acts 1996 and 2004, and agree to indemnify us against all claims, costs, demands, and proceedings arising out of any breach or non-observance of such legislation; and

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

(g) You will stop instructing any other agent that you have instructed to sell, let, or dispose of the Lot, except to any Joint Agent (if applicable), and remove any applicable 'for sale' or 'to let' rom outside the Lot, in accordance with our Sole Selling Rights. You will be solely responsible for paying any fees which are charged by another agent if you do not comply with this provision.

(h) you will inform of us of any change of occupancy, such as from tenanted to vacant or vice versa. In the absence of any contrary instructions, we will deem the status of the Lot to be as described in the sales particulars.

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 Lot and enter into this Agreement, and to give continuing instructions relating to the sale of the Lot during the Agreement Term..

3.3 Where you are not the legal owner of the Lot you further warrant that you have the authority to enter into the Agreement to sell the Lot 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 Buyer's 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 Lot or the minimum value of the Lot. It is not a guaranteed or predicted sale price. If you require a more formal valuation, you should contact us in writing. We do not accept any responsibility or liability that may arise from your decision to instruct any third party including in respect of any relevant discussions we have with you.

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 Lot at the 'available price' listed against the lot. Any offers received below the available price may be referred to you to be considered at your discretion.

5. RESERVE PRICE

5.1 The Lot 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.

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

5.3 You may request to 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.

5.4 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 Lot, and/or request this too near to the Auction Date (a minimum of 48 hours' notice should be given), this will be considered a material breach of the Agreement and we may at our absolute discretion decide to withdraw the Lot from Auction and terminate this Agreement. We shall have no liability to you if we withdraw the Lot due to the circumstances set out in this Clause. If we do decide to withdraw the Lot 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.

5.5 The Reserve Price is expressed exclusive of VAT. If you are exercising the option to tax, you must make sure this is set at a value you are satisfied with.

5.6 It is your responsibility to ensure that the Reserve Price is a price that you are happy to accept for the Lot. If a Bid is accepted for the Lot 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 Buyer's Fee.

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

5.8 Buy-It-Now lots do not have a Reserve Price. Buyers can purchase the Lot 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.

6. FEES

6.1 This section sets out our standard fees under our Unconditional auction sale method. Not all fees apply in all circumstances. Please refer to page 2 of this agreement for the specific fees and amounts that you as the Seller will be liable for.

6.1.2 For administrative ease, all fees owed will be taken at the point of exchange of contracts and may be deducted from the deposit at our discretion. We will have no liability to you as the Seller if there is a shortfall of the deposit upon completion due to a failure by the Buyer to pay the difference.

6.2 The Entry Fee is paid by you as the Seller to enter the Lot into auction. This is usually paid up-front before the Auction Date but may be deferred until contracts of sale are exchanged. Even if the Lot is not actually entered into auction, such as if you withdraw the Lot before the Auction Date, this fee remains due. It is also non-refundable if the Buyer fails to complete.

6.2.1 If the Lot is sold in breach of our terms, you will still be liable to pay the Entry Fee. Please refer to 6.7

6.3 The Seller's Fee is paid by you as the Seller to us on exchange of contracts. It is non-refundable should the Buyer fail to complete.

6.3.1 If the Lot is sold in breach of our terms, you will still be liable to pay the Seller's Fee. Please refer to 6.7.

6.4 Under the terms of this Unconditional Auction Agreement the Buyer will pay a Buyer's Contribution (towards Seller's fees), usually £1650. If the Buyer fails to complete, we may at our discretion claim this amount from you, the Seller, in addition to the Seller's Fee.

6.4.1 The Buyer's Contribution is paid by the Buyer and acts as an offset to reduce the Seller's Fee. It is usually £1650 including VAT. This amount would otherwise be added to the total Seller's Fee payable by you.

6.4.2 Just as the Seller's Fee is payable on exchange of contracts, we will also deduct the Buyer's Contribution from the deposit paid by the Buyer on exchange. The Buyer should then pay you the equivalent sum on completion (we will request that this is written into the Special Conditions of Sale, however you must check this is included to ensure payment).

6.4.3. If the Lot is sold in breach of our terms, you will be liable to pay the Buyer's Contribution. Please refer to 6.7.

6.5 The Buyer's Fee will be listed on the Lot description and is payable by the Buyer on exchange of contracts.

6.5.1. If the Lot is sold in breach of Sole Selling Rights outside of auction, you will be liable to pay the Buyer's Fee. Please refer to 6.7.

6.6 You will be liable to pay the Withdrawal Fee if you cancel the Agreement early without serving notice to withdraw the Lot from our listings in accordance with clause 16.6, including where you sell the Lot in breach of our terms. You will not have to pay this Fee where the Lot is successfully sold by us, or where we have committed a material breach of this Agreement.

6.6.1 If the Lot is sold in breach of our terms, you will be liable to pay the Withdrawal Fee. Please refer to 6.7.

6.7 In specific circumstances, we may charge you as the Seller for all of the following: the Entry Fee, Seller's Fee, Buyer's Fee, Buyer's Contribution, and Withdrawal Fee. This is regardless of whether we as Auctioneer have suffered a loss. These circumstances are set out below.

(a) if you withdraw from the sale after an Acceptable Bid has been accepted;

(b) 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 Lot and the Buyer withdraws after a Bid has been accepted due to the inaccurate information or omissions in the information;

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

(d) if (in breach of this Agreement) you (or your solicitor acting in capacity as your agent) bid on your own Lot at or above the Reserve Price and that bid is accepted by us;

(e) if unconditional contracts for the sale of the Lot are exchanged in the period during which we have Sole Selling Rights, even if the buyer was not found by us, but by an agent or any other person, including yourself.

(f) if unconditional contracts for the sale of the Lot 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 Lot during that period;

(g) 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 Lot. 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.

6.8 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.

6.9 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 higher of 6% or 4% above the base rate from time to time of Barclays Bank plc. 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.

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

6.11 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.

6.12 If you wish to include additional fees to be payable to you from the Buyer, you must:

(a) inform us at the point of instruction of the value of these fees, as this will inform our recommendations of the appropriate Guide Price and Reserve Price for the Lot. It may also affect the level of interest generated for the Lot. If, in our professional view, the additional fees you wish to recoup from the eventual buyer are too high, we reserve the right to withdraw our services and charge for any work already done, up to the value of the Withdrawal Fee.

(b) communicate any such additional costs, including any Buyer's Contribution, to your solicitor, so this can be written into the Special Conditions of Sale and Summary of Fees form. This responsibility remains with you at all times. We as the Auctioneer 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 also reserve the right to make bidders aware of additional fees where we feel it is fair and reasonable to do so.

6.13 In the event that the Buyer defaults, and is in breach of contract, it will be your responsibility to take independent legal advice and pursue the Buyer for any losses. We as the auctioneer are unable to pursue the Buyer on your behalf.

6.14 **Process for private treaty sales**

6.14.1 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 caseSole Selling Rights shall not apply. The waiver of Sole Selling Rights shall not affect the enforceability of the remainder of this Agreement.

6.14.2 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 Buyer's Fee.

6.14.3 If the Buyer is determined to be the appropriate party by the Auctioneer, you warrant that your legal representative will recover the Buyer's Fee from the buyer at the point of exchange of contracts and forward these monies to us within 24 hours of exchange. You also warrant that should your legal representative not recover these monies, you will be responsible for payment of this sum to us.

6.14.4 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 and invoice for the Buyer's Fee accordingly to your solicitor. You shall pay the full Buyer's Fee to your solicitor upon completion, which shall be held by your solicitor on trust and be transferred to the Auctioneer without unreasonable delay.

6.14.5 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.

6.14.6 To enable us to comply with our obligations under relevant Money Laundering Legislation, if a prospective buyer approaches you to buy the Lot outside of the auction process, you must provide us with their contact details at the earliest possible opportunity.

7. DEPOSIT

7.1 The Buyer is required to pay a deposit which will be detailed on the Lot listing (subject always to a minimum of £5,000) when contracts are exchanged following auction. If the Lot sells for less than £5,000 then the whole sale price will be due.

7.2 Payment of the deposit will be accepted by us by debit card or online bank transfer. The transfer must be made in the Buyer's name. If payment is received from a third-party, that party must verify their identity in accordance with Anti-Money Laundering Legislation for us to accept this sum. This may result in a delay in transfer of the deposit to your solicitor.

7.3 We will hold this deposit as agent for you (subject to any deductions under clause 7.6). The funds will be held in our Barclays client account, with sort code: 20-48-46 and account number: 23662071. You give us an irrevocable instruction to pass the deposit to your solicitor/conveyancer, to be paid into their client account. For the avoidance of doubt, we will not pass the deposit directly to you. You must instruct your solicitor in turn to hold the deposit as stakeholder. The deposit holding method can have implications for the treatment of the sale for VAT purposes in relation to exercising the option to tax, and establishing the tax point. The timing the tax point will affect when the buyer makes notification of the option to tax. You must seek independent financial and legal advice in this respect

7.4 If you withdraw from the sale, we will return the deposit to the Buyer.

7.5 When the sale completes, we will pass the deposit to your solicitor/conveyancer and it will contribute towards the purchase price.

7.6 The Buyer will be charged the Buyer's Fee, any Buyer's Contribution and deposit at the point of exchange (immediately after the auction). If the amount paid to us does not equal the full sum, we reserve the right to retain our Buyer's Fee and any Buyer's Contribution, and transfer the remaining funds to your solicitor/conveyancer. This may result in a shortfall in the deposit required, which the Buyer must pay in full for the sale to complete. Should the Buyer subsequently withdraw from the sale, we have no liability to you, the Seller; we are not required to pay you the amount of any fees taken from the Buyer on exchange.

7.7 In the event that a Buyer does not pay the deposit at the point of exchange, any pre-authorised bidder deposit held will be retained and apportioned equally between you as the seller, and us as auctioneer. In no circumstances will we be liable to you if the Buyer fails to pay the required deposit, or fails to pay the deposit in full.

7.8 Any monies which we hold or accept on your behalf will be held in a non-interest-bearing client account at Eddisons Commercial Ltd Property Auctions Client Account. Should any interest be accrued on any client monies that are held in our client account, we shall be entitled to retain such interest.

7.9 We are not able (and therefore cannot be required) to establish whether the person who pays the deposit in respect of the Lot or the prospective purchaser of the Lot has sufficient funds, and is financially able, to pay the relevant deposit or complete the purchase. Nor can we (and cannot be required to) establish if the potential purchaser is legally able, or has the necessary power and ability, to comply with the Sale Memorandum for the Lot.

8. MAINTENANCE OF THE LOT PENDING SALE

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

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

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

9. INFORMATION ABOUT THE LOT

9.1 Under the terms of the Digital Markets, Competition and Consumer Act 2024, it is an offence to make a false or misleading statement about a property whether in writing or orally.

9.2 You must check the accuracy of the legal pack and the sales particulars for the Lot. We may instruct your solicitor to check the sales particulars and make any necessary amendments or corrections they feel they should (and you will be responsible for any fees/costs your solicitor incurs in doing this).

9.2.1 Your solicitor must provide the legal documentation to be included in the legal pack up by uploading this to our auction third-party platform. The solicitor can add to and/or amend the legal documentation on the platform up until the Auction Date. The auctioneer is not responsible for uploading the legal documentation and accepts no liability should any such documentation be sent in error to us. The auctioneer will be notified when the solicitor uploads the legal documents and reserves the right to withdraw the Lot, add a notice to the Addendum, and/or contact prospective buyers, if there are changes to the legal documentation within the last 24 hours before the Auction Date. If we withdraw the Lot for this reason, the Withdrawal Fee will be payable by you.

9.2.2 Before uploading the legal documents to the third party auction platform, your 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, and any sensitive data that may negatively impact the sale or cause distress to you on public sharing of that information. 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. The Auctioneer accepts no liability for any personal data breach if these measures are not complied with.

9.3 You must provide us (or the Joint Agent, if applicable) with accurate details of the Lot.

(a) It is your responsibility to ensure that all descriptions of the Lot are accurate.

(b) You must notify us immediately on becoming aware of any inaccuracy or omission in any description of the Lot or on becoming aware of any changes to the particulars of the Lot.

(c) You must tell us about any risks or dangers at the Lot, public health notices, local land charges, arrears of rent or service charge, disputes, and any other material matters relating to the Lot.

9.4 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 Lot, whether or not the claim, loss or expenditure was foreseeable.

9.5 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 (ideally at least one week before the Auction Date). If we are not notified, we will assume the following:

9.5.1 that no VAT will be payable or attributable to any part of the price relating to the sale, letting, transfer or disposal of the Lot or any part of the rent or other payments due from tenants or other occupiers of the Lot (including the owner)

9.5.2 that no VAT is to be taken into account when calculating the Reserve Price, the estimated realisation price or estimated rental values.

9.6 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 Lot. You must declare this information on the first page of this Agreement. It is your responsibility:

9.6.1 where appropriate (such as if the Lot is unoccupied), to ensure that all services and utilities are turned off inside the Lot.

9.6.2 where appropriate (such as if the Lot is unoccupied), to ensure that the central heating and/ or water systems are properly drained to prevent frost damage in the winter months.

9.6.3 to adequately insure the Lot.

9.6.4 where the Lot has been vacated, inform the responsible insurance company that this is the case.

9.6.5 to adequately maintain the Lot so that any in-person viewings or inspections (by any persons including our employees and agents) can be conducted without risk of injury or harm.

9.6.6 to notify us in writing if the Lot is not adequately maintained or unsafe to access for any other reason, in which case we will not arrange for any in-person viewings to take place.

10. PROOF OF IDENTITY

10.1 It is a legal requirement under the Money Laundering Legislation that we verify the identity of our customers before the sale can take place.

10.2 We cannot sell your Lot until your identity is verified. If you fail to provide us with the necessary information before the auction to complete our checks, we reserve the right to refuse to sell the Lot, and we will not be liable to you for any losses suffered as a result.

10.3 At the point of instruction, we will invite you to undertake an electronic identity check using our appointed third-party provider. The electronic identity check will require you to upload one form of photographic ID (such as passport or driving license) to the provider's database and complete a facial recognition test. If you are unable to complete this yourself, you must inform us promptly so that we may explore alternatives with you. We may request other supporting documentation at our absolute discretion to verify your identity.

10.4 In all cases, we will supply your personal details to our third-party provider, who will screen your personal details against their databases to confirm your identity and residential address. This is not a credit check and will have no effect on your credit score. By signing this Agreement, you consent to this being undertaken.

10.5 Where you are selling the Lot on behalf of the legal owner, the legal owner will also need to provide relevant documentation and complete an electronic identity check 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.

10.6 Where you are selling the Lot 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 identity such persons. All relevant parties affiliated with the organization must comply with their obligations under this section 10.

10.7 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 not be liable to you for any losses suffered. We reserve the right to retain the Entry Fee paid by you and to charge up to the value of the Withdrawal Fee to cover costs incurred to-date.

11. EPC AND HOME REPORT

11.1 You are responsible for obtaining an Energy Performance Certificate (EPC) as the Seller of the Lot. 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.

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

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

11.4 If the Lot is a residential property in Scotland, you are responsible for obtaining a home report as the Seller of the Lot. 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.

11.5 If you elect to arrange this yourself, you will be responsible for all costs associated with obtaining the home report.

11.6 If you fail to arrange for a home report (or Energy Performance Certificate, for commercial properties that do not require a home report) by the date of the Auction, we may withdraw the Lot from Auction and we shall have no liability to you for this withdrawal. You will be liable to pay us the Withdrawal Fee.

11.7 In signing and returning this Agreement to us, you agree that you understand the EPC requirements for your Lot, and confirm that the necessary information will be provided to us to market, undertake viewings and sell the Lot. If you do not provide an EPC for the Lot to us at the required time, you agree to indemnify us against any claim or penalty charge notice arising out of the Lot being marketed, viewings undertaken or sold.

12. 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.

13. PAYMENT GUARANTEE

13.1 In consideration of us entering into this Agreement, the individual signatories named on this Agreement provide a personal guarantee that should the Seller or Legal Owner not pay any of the Guaranteed Obligations as and when they fall due, the signatories shall personally make due and punctual payment to us on demand of the Guaranteed Obligations. This personal guarantee applies in all circumstances, including when the Seller or Legal Owner is a Limited Company or Limited Liability Partnership.

13.2 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.

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

14. LIABILITY

14.1 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.

14.2 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.

14.2.1 We will not be liable to you for any direct losses due to a failure by yourself, or a successful bidder or prospective purchaser, to comply with our identity checks per clause 10, which may result in the removal of the Lot from the auction or repudiation of the Sale Memorandum; or any other steps that we may take which are, in our reasonable opinion, necessary to comply with our legal obligations.

14.3 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.

14.4 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.

14.5 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.

14.6 You agree to indemnify us against any and all claims, losses, costs, expenses and damages that we may incur directly (or indirectly via any third party) as a result of any harm, accident, injury, loss, expense, cost, or damage that any individual may incur during an inspection/viewing of the Lot that we have arranged.

14.7 We accept no liability for any act or omission of any Joint Agent or any other third party that you may have instructed in relation to the Lot, including any legal representative we have referred you to on your request. You shall indemnify us against any and all claims, losses, costs, expenses and damages that we may incur directly or indirectly because of any act or omission of any third party appointed by you.

15. BIDDING ON OWN PROPERTY

15.1 You must not place Bids for the Lot 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 your Lot at all. If you place a Bid on the Lot 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 Buyer's Fee.

15.2 Where we become aware that you have placed a Bid on the Lot 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.

15.3 If, during an auction, we become aware that you are bidding on your own Lot (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 Lot from auction in our absolute discretion. Bidding on your own Lot at or above the Reserve Price seriously risks the reputation of our business and if we withdraw the Lot from auction because you have bid on your own Lot in breach of this clause 15 you will be immediately liable to pay us the Withdrawal Fee.

15.4 If we discover that you have Bid on the Lot 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.

15.5 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 your own Lot (or a third-party bid on your behalf) you are responsible for paying the Buyer's Fee to us.

16. TERM AND TERMINATION

16.1 This Agreement will last for the duration of the Agreement Term.

16.2 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.

16.3 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 the 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. We are not required to provide you with an itemised bill when assessing our reasonable costs, however this will not exceed the value of the Withdrawal Fee.

16.4 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 Buyer's Fee.

16.5 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.

16.6 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

Terms of Business: Unconditional Auction

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 Lot 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.

16.7 Where the 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.

16.8 The Auctioneer may agree to release the Seller from their obligations under the Agreement at any time in its absolute discretion.

17. DECLARATION OF COMMISSION

17.1 We may offer services (including, but not limited to, financial, valuation, surveying, conveyancing, and estate agency services) to prospective Buyers of the Lot for which we may receive additional commission.

17.2 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.

17.3 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.

17.4 As the precise amounts of commission will differ on a case-by-case basis, please contact us for the applicable figures.

18. EQUAL OPPORTUNITIES

We take our obligations under the Equality Act 2010 and supporting equality legislation very seriously. We operate an equal opportunities policy, and all our clients and prospective purchasers will receive equal treatment from us, regardless of their race, ethnicity, nationality, sex or gender, marital status, sexual orientation, disability, or religious belief. If you attempt to impose any restrictions on us which conflict with our equal opportunities policy, we reserve the right to refuse to act for you in the sale of the Lot.

19. OTHER IMPORTANT TERMS

19.1 Jurisdiction. These terms are governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales.

19.2 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. Should this happen, references in this agreement to "The Auctioneer", "We", "Us", "Our", shall apply to the successor organisation. We shall retain the copyright to any documents We produce for You.

19.3 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.

19.4 Third parties. This Agreement is between you and us. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of is terms, unless explicitly agreed by Us in writing and signed by a representative. You shall not sign, novate, or transfer the whole or any part of this Agreement to any third party without prior written consent

19.5 Delay in enforcement. Even if we delay in enforcing this Agreement, we can still enforce it later.

19.6 Advertising. We may feature your Lot 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.

19.7 Entire Agreement. This Agreement constitutes the entirety of the contract between Us. If a statement, promise or representation is made or given on Our behalf, and is not set out in the Agreement, it will not form part of the contract.

19.8 Variation. No variation to this Agreement shall be valid unless it is in writing, signed by You and Us.

19.9 Force Majeure. In rare circumstances we may be forced to cancel an auction due to events beyond our control. Such events include (but are not limited to): fire, flooding, storms, war, acts of terrorism, strike action, Acts of God. In such circumstances we will take reasonable steps to notify you that an auction has been cancelled. We do not accept any liability in respect of cancellation of the auction.

19.10 Notices. Notices may be served by email but will only be deemed received if a delivery notification is received from the server of the recipient. Emails sent after 4.30pm will be deemed received the following business day.

20. DATA PROTECTION

20.1 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 which can be found on our website. If you have any queries or requests concerning your personal data please contact ecompliance@edddisons.com

20.2 If there are tenants in the Lot 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.

21. CONFLICT OF INTEREST

21.1 If a potential buyer of the Lot has their own Property they wish to sell or let, we may act on that potential buyer's behalf if, in our reasonable opinion, there is not likely to be a conflict of interest arising or a breach of our professional obligations to you.

21.2 Unless disclosed at the point you instruct us, we are not aware of any personal interest that exists between us as the Auctioneer and you as our Seller that could give rise to a conflict of interest. You must inform us as soon as possible if you become aware of any such personal interest.

21.3 Should any personal interest arise which, in our professional opinion, gives rise to a conflict of interest, you accept that we have a responsibility under the Estate Agents Act 1979 to declare this on the sales particulars to prospective buyers.

22. RESOLUTION OF COMPLAINTS

22.1 Our complaints handling policy can be found on our website: https://www.eddisons.com/policies-and-procedures. Please enquire for further details.

22.2 We are regulated by The Property Ombudsman whose website is: https://www.tpos.co.uk/

23. INCORPORATED TERMS

23.1 When you sell at auction you agree to be bound by the following additional terms and conditions, which are listed in order of priority. We will sign any contract on your behalf as agent. Where there is any conflict between terms, the document listed first shall prevail:

(a) For Lots located in England and Wales: any Special Conditions as prepared by your solicitor, the Sale Memorandum, these Terms of Business, and the Common Auction Conditions.

(b) For Lots located in Northern Ireland: any Special Conditions as prepared by your solicitor, the Sale Memorandum, these Terms of Business, the Northern Ireland Amendments, and the Common Auction Conditions.

(c) For Lots located in Scotland: any Special Conditions or Articles of Roup as prepared by your solicitor, the Minute of Preference and Enactment, these Terms of Business, and the Auctioneer's Articles of Roup.

The Buyer shall also be bound by the Auctioneer's Bidders Terms. All documents referenced may be viewed on our website at: www.eddisons.com.

By signing below, you are personally giving a payment guarantee regarding the fees listed in this Agreement. Please read clause 13 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. If you fail to do so, you will remain bound under this Agreement.

SIGNED ON BEHALF OF THE AUCTIONEER, Eddisons Commercial 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

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

Document updated August 2026

Terms of Business: Unconditional Auction

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 Lot 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 Lot by the time we receive notice of your cancellation, you'll have to pay a reasonable charge for our work.

ENTRY FEE, SELLER'S FEE, BUYER'S FEE AND BUYER'S CONTRIBUTION

* 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 Entry Fee, Seller's Fee, Buyer's Fee and any applicable Buyer's Contribution, 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 Entry Fee, Seller's Fee, Buyer's Fee and any applicable Buyer's Contribution.

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

ENTRY FEE AND WITHDRAWAL FEE

* You will have to pay the Entry Fee and Withdrawal Fee if you cancel the Agreement after 14 days but before a bid is accepted, without serving the applicable notice.
* If we withdraw your Lot from Auction because you have bid on your own Lot (in breach of the Agreement) you will have to pay the Entry Fee and Withdrawal Fee.

ENTRY FEE, SELLER'S FEE, WITHDRAWAL FEE, BUYER'S FEE AND BUYER'S CONTRIBUTION

* If a Buyer is Introduced to you during the Agreement, and within 6 months of the end of the Agreement and you sell to that Buyer either direct or via a third party, you will have to pay the Entry Fee, Seller's Fee, the Buyer's Fee and any applicable Buyer's Contribution.
* If whilst the Agreement is in force you sell the Lot to a buyer outside of our terms and conditions, you will have to pay the Entry Fee, Seller's Fee, Buyer's Fee and any applicable Buyer's Contribution. You will also have to pay the Withdrawal Fee.

At anytime after a bid has been accepted

SELLER'S FEE & ENTRY FEE

* If a bid is accepted for your Lot, or you sell the Lot privately in breach of our Sole Selling Rights, you will be required to pay the Seller's Fee and any outstanding Entry Fee at the point of exchange. If you or the Buyer subsequently withdraw from the sale, we will retain this fee.

ENTRY FEE, SELLER'S FEE, WITHDRAWAL FEE, BUYER'S FEE AND BUYER'S CONTRIBUTION

The Withdrawal Fee, Buyer's Fee and any applicable Buyer's Contribution will be payable by you (in addition to the Entry Fee and Seller's Fee) in the following circumstances:

* If you withdraw from the sale after a bid has been accepted.
* If the Buyer withdraws due to you giving us incorrect property details.
* If the Buyer withdraws due to damage to the Lot which has occurred since the Lot was initially marketed.

If you bid on your own Lot in breach of the Agreement and win the Lot.

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.