

# Terms and Conditions

These Terms and Conditions govern the conduct of our auctions. By placing a bid on a property, you agree to accept these terms. Town and Country Property Auctions conducts two types of auction sales:

1. Unconditional
2. Conditional

These terms apply to both types of auctions.

## **TERMS AND CONDITIONS:**

### **1. About these Terms**

#### **1.1 What these terms cover**

These terms and conditions outline the rules for purchasing properties at auction. Our auctions may be held as either Online Auction, Auction Events, or Buy-It-Now.

- Online Auction: Individual lots sold online with no live auctioneer, the bidding opens and closes at a set date and time where bids can be placed during the auction.
- Buy-It-Now: Properties available for immediate purchase at a set price listed on our website. These can be purchased online on a first-come, first-served basis. Offers below the listed price may be considered via phone or email. For clarity, any mention of "Buyer's Premium" also applies to Buy-It-Now lots.

Properties may be offered for sale under two methods:

- (a) Unconditional: Contracts are exchanged immediately at the fall of the hammer.
- (b) Conditional: The buyer and seller enter into a 'Reservation Agreement' with the intention of finalising the sale at a later date.

These Terms apply to all types of auctions and methods of sale. If you bid on a property, you agree to these terms.

#### **1.2 Why you must read them**

Please read these terms carefully before bidding. They explain who we are and the rules governing the auction process. If you have any questions or believe there's an error in the terms, please contact us.

### **2. About us and Contact Information**

2.1 We, the Auctioneer, are Town and Country Capital Limited, trading as Town and Country Property Auctions (London), a company registered in England and Wales (Company No. 11056114), with our office located at 77 High Street, Walton-on-Thames, KT12 1DR. You can contact us by phone at 0203 337 0600 by post at 77 High Street, Walton-on-Thames, KT12 1DR or via email at london@tcpa.co.uk

### **3. Interpretation**

3.1 In these terms, the term "lot" refers to the property or land being offered for sale at auction. For Online Auctions, each lot can be assigned a number on our website.

3.2 Any references to legislation refer to the most current version, as amended or replaced.

3.3 We reserve the right to modify these terms and conditions at any time.

### **4. Method of Sale**

4.1 Each lot will be labelled with the sale method: either Unconditional or Conditional.

4.2 By bidding on a lot, you agree to the applicable terms for the specific sale method. Ensure you understand which method applies before bidding.

4.3 Terms 5-6 apply to the specific sale method indicated. All other terms apply universally to all lots.

4.4 To clarify, any reference to "Buyer's Premium" applies to Buy-It-Now lots in addition to the other sale types.

### **5. Terms for Unconditional Lots**

5.1 If you are the highest bidder, you agree to:

- 5.1.1 Exchange legally binding contracts for the property immediately upon the fall of the hammer as per clause 17 of this agreement.
- 5.1.2 Pay a non-refundable deposit, which will be listed in the property description (minimum £3,000 or the full purchase price if lower). This deposit counts towards the purchase price, though we may deduct fees owing to us from it.
- 5.1.3 Pay a non-refundable "Buyer's Premium", listed on the property description or within the special conditions. This fee does not count towards the

purchase price.

- 5.1.4 Complete the purchase within 28 days, unless the Special Conditions of Sale specify otherwise.

5.2 You may also need to pay a Buyer's Contribution on completion. This fee does not contribute towards the purchase price and may vary according to the Special Conditions.

5.3 If you fail to complete, the seller may claim for any losses, and we may pursue you for unpaid auction fees.

## 6. Terms for Conditional Lots (Mortgage Friendly Auction)

6.1 If you are the highest bidder for a Conditional lot, you agree to:

- 6.1.1 You must enter into a Reservation Agreement and pay a Reservation Payment (Reservation Fee or Reservation Deposit, as specified).
- 6.1.2 A Reservation Fee is non-refundable (except on Seller default) and does not form part of the purchase price.
- 6.1.3 A Reservation Deposit forms part of the purchase price, is credited on completion, and may be forfeited if you fail to proceed. The payment secures a 60-day exclusivity period from the date of the Reservation Agreement, during which the Seller may only sell to you.
- 6.1.4 You must use all reasonable endeavours to exchange and complete within this period and pay any deposit required on exchange as specified by the Seller's solicitor.

## 7. General Terms for All Lots

7.1 As the highest bidder, you are legally committed to purchasing the property. Withdrawing from the sale may result in financial consequences, including non-refundable fees and the possibility of legal action.

7.2 Before bidding, it is highly recommended that you:

- 7.2.1 Seek advice from a solicitor, Chartered Surveyor, and accountant.
- 7.2.2 Review and consult the legal pack for the property.
- 7.2.3 Arrange the necessary finance for your purchase.
- 7.2.4 Ensure that you have funds to cover any fees, deposits, and the purchase price.
- 7.2.5 Carry out all necessary searches and enquiries with professional guidance.
- 7.2.6 Arrange surveys and reports for the property.
- 7.2.7 Verify the accuracy of all information about the property.
- 7.2.8 Attend a property viewing, if applicable.
- 7.2.9 Familiarise yourself with all relevant terms and conditions.
- 7.3 Failure to take the above steps is at your own risk. Once your bid is accepted, you cannot withdraw without financial consequences.
- 7.4 The guide price is the seller's listed price and does not indicate the market value or minimum sale price.

## 8. Our Role

8.1 We act as agents for sellers, with the authority to:

- 8.1.1 Prepare and display advertisements.
- 8.1.2 Offer properties for sale.
- 8.1.3 Receive and hold deposits, fees, and bids.
- 8.1.4 Accept or reject bids, including remote bids.
- 8.1.5 Resolve disputes and re-offer lots for sale if necessary.
- 8.2 By bidding, you authorise us to act on your behalf in signing contracts and agreements as required.

## 9. Reserve Price

9.1 All lots may have a reserve price, which must be met for the property to sell at auction.

9.2 The reserve price can be changed at any time before and during the auction.

9.3 Buy-It-Now lots are priced as listed and may be subject to change.

## 10. Guide Price

10.1 The guide price is the marketing or advertised price for the lot and does not reflect the market value.

10.2 The guide price can change at any time prior to the auction.

10.3 The guide price is not determined with the assistance of a Chartered Surveyor. You should obtain your own reports and surveys to verify the property's value before placing a bid.

10.4 The guide price is subject to change at any time up until the commencement of the auction.

10.5 The sale price may exceed the guide price. At times, the sale

price could be lower than the guide price.

10.6 Buy-It-Now lots do not have a guide price. These are available at the listed price for the lot, referred to as the “available price.”

## 11. Checking for Updates

11.1 Lot information can be updated up until the auction, including details about the property, reserve price, and guide price. You must verify any updates before placing a bid on a property.

11.2 For Buy-It-Now lots, information can be changed at any point up until the property is sold, including the property details and the available price. Make sure to check for updates before making an offer to purchase a property.

11.3 If you do not check for updates, you do so at your own risk.

11.4 You can check for updates by:

- 11.4.1 Checking the lot webpage;
- 11.4.2 Re-downloading the legal pack on the auction day or, for Buy-It-Now lots, before making your offer;
- 11.4.3 Reviewing any late announcements and addendum documents before the auction;
- 11.4.4 Listening carefully to the auctioneer’s introduction to the auction and the properties in live stream auction scenario.

11.5 By placing a bid, you are deemed to have read all late amendments, addendums, or updates, even if you have not have full knowledge of any changes made to the lot’s details (including the legal pack).

11.6 The auctioneer will make initial announcements at the start of a live stream auction scenario the auction, so it is crucial to listen carefully (as well as following the steps listed in 11.4). Once the initial announcements are complete, the auction will proceed without further delay, and the auctioneer will not read out detailed property descriptions or any special conditions or amendments.

## 12. Tax

12.1 Stamp Duty Land Tax, Land and Buildings Transaction Tax, VAT, or other taxes may apply to some sales. These costs will not be confirmed in the legal pack.

12.2 It is your responsibility to make your own inquiries and seek appropriate advice regarding the potential tax consequences before placing a bid.

12.3 If you withdraw from the sale after winning the lot due to tax implications, you will forfeit any deposits or fees paid, and the seller may take legal action.

## 13. The Lot

13.1.1 All statements in the particulars of sale, descriptions of the lots in the documentation, or those given by our agents or employees are made without liability, and you must not rely on them as statements or representations of fact. They do not constitute warranties concerning the lots. You must verify the accuracy of the particulars before bidding.

13.1.2 Any suggested rental incomes and yields may be

subject to necessary energy efficiency improvements. If the property is located in England and Wales and is sold subject to tenancy, it must have an Energy Performance Certificate (EPC) rating of E or higher. In Scotland, properties sold with tenancy require an EPC rating of D or higher. Starting March 31st, 2025, properties sold subject to tenancy will need to be at least EPC band C. If the particulars of sale state that the property is suitable for investment, it is your responsibility to ensure that the relevant EPC requirements are met.

13.2 The lot is sold subject to any tenancies disclosed in the legal pack or lot description.

13.3 The lot is sold subject to any special conditions mentioned in the property description or related documentation, but otherwise is sold with vacant possession upon completion.

13.4 All measurements listed in the descriptions of the lot are approximate. You must confirm the measurements yourself by visiting the property and/or commissioning a professional survey or report.

13.5 All location plans in the particulars of sale are subject to copyright and are intended only to help prospective buyers locate the property. The plans are not drawn to scale and do not represent the interest being sold. The boundary lines and numbers on the plans or photographs are merely for locating the lot and do not indicate the interest for sale. You must inspect the lot and commission the appropriate searches and reports.

13.6 By bidding on a lot, you confirm that you have relied solely on your own knowledge or the

advice of your professionals and not on the particulars of sale, descriptions, or photographs of the lot.

13.7 All Ordnance Survey maps are reproduced with the permission of the Controller of HM Stationery Office (Crown Copyright Reserved Licence No LIGO183).

13.8 The services, kitchen and sanitary fittings, electrical appliances, plumbing, and heating installations (if any) have not been tested by us or the seller. Before bidding, you must carry out your own investigations, reports, and surveys to assess the condition and suitability of these services.

13.9 The lot is sold subject to the following, regardless of whether they are disclosed by the seller, apparent upon inspection, or found in the documents provided or the legal pack, or would have been obvious to a prudent buyer:

- 13.9.1 Matters registered or capable of registration as local land charges;
- 13.9.2 Matters registered or capable of registration by any competent authority or under statutory provisions;
- 13.9.3 Notices, orders, demands, proposals, and requirements from any competent authority;
- 13.9.4 Charges, notices, orders, restrictions, agreements, and other matters relating to town planning, highways, or public health;
- 13.9.5 Rights, easements, quasi-easements, and wayleaves;
- 13.9.6 Outgoings and other liabilities;

- 13.9.7 Any interest overriding under the Land Registration Act 2002;
- 13.9.8 Matters that should have been disclosed by searches and inquiries a prudent buyer would make, whether or not you have conducted them;
- 13.9.9 Anything the seller does not and could not reasonably know about.
- 13.10 If the lot is sold subject to any liability, you are expected to comply with it and indemnify the seller against that liability.
- 13.11 The seller must inform you of any notices, orders, demands, proposals, or requirements from any competent authority that arise after the contract date. However, you are still responsible for complying with them and must indemnify the seller.
- 13.12 The lot does not include any tenant's or trade fixtures and fittings unless the special conditions specify that they are included. If chattels are included, you accept them as they are on completion, and the seller is not liable if they are not fit for use.
- 13.13 You purchase the lot 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 or commissioned appropriate reports). This is why it is essential that you follow the steps outlined in 7.2.
- 13.14 You acknowledge that you are not relying on the

particulars of sale or any representations made by the seller or their agents, except for the written replies to written enquiries from the seller's solicitor/conveyancer, as stated in those replies.

- 13.15 The seller cannot be required to transfer the lot to anyone other than the buyer.

#### **14. Special Conditions and Articles of Roup**

14.1 Lots are sold subject to any special conditions of sale and, for Scottish properties, Articles of Roup. These are available for inspection at the seller's solicitor/conveyancer's office, our office and on our website.

14.2 You must review and consider the special conditions and any Articles of Roup before placing a bid.

14.3 Special conditions may include additional fees set by the seller, which are separate from any fees payable to the auctioneer.

14.4 By bidding, you are deemed to have read and accepted the special conditions and any Articles of Roup, even if you have not reviewed them.

#### **15. Sale Before or After Auction**

15.1 Lots may be sold prior to the auction.

15.2 If you place a bid before or after the auction and it's accepted, the same fee and deposit rules apply as if the lot had been sold at auction.

15.3 To place a pre-auction bid, you must submit a formal written offer to us.

15.4 Once a reservation contract or sale contract has been exchanged, you cannot withdraw a pre or post-auction bid.

15.5 When placing a pre or post-auction bid, you are deemed to have taken all necessary steps that a prudent buyer would, including those listed in clause 7.2. Failing to take the necessary precautions before bidding is at your own risk, and you cannot later withdraw from the sale without financial consequences.

15.6 We will forward your pre or post-auction bid to the seller, but we do not guarantee or provide warranties regarding the timing of the offer's transmission.

15.7 We are not liable for any costs or losses incurred if a lot you are interested in is sold or withdrawn before the auction.

15.8 If your pre or post-auction bid is accepted, you may be asked to submit a 'closed bid' online, with the remaining balance to be paid by phone or bank transfer. We will advise you of the payment method at our discretion.

15.9 If your pre or post-auction bid is accepted, you will be liable for our fees and any applicable deposit when the reservation agreement or contract of sale is signed.

15.10 If your pre or post-auction bid is accepted, you must instruct a solicitor or conveyancer within 7 days; otherwise, we (as the seller's agent) may treat the contract as void or sign the necessary documentation on your behalf. The seller may seek damages, and we may take action for unpaid auction fees.

15.11 All other usual terms of sale apply to lots sold before or after the auction.

## 16. Bidding

16.1 All bids are made in pounds sterling and exclude any applicable VAT or taxes.

16.2 We reserve the right to refuse any bid without explanation.

16.3 Once placed, a bid cannot be withdrawn.

16.4 By placing a bid, you become personally responsible for fulfilling the obligations of the winning bidder, even if you bid on behalf of someone else.

16.5 If bidding on behalf of a company, you confirm that the company is properly established and has the necessary funds to complete the purchase.

16.6 By placing a bid, you confirm that you have the necessary funds (or financing) to pay for the lot, along with the applicable Buyer's Premium and Reservation Fee. If you withdraw due to insufficient funds, you will forfeit your Reservation Fee, Buyer's Premium, and Deposit (if applicable).

16.7 To bid remotely (not in person at the auction), you must complete all registration steps. This includes filling out the bidding form, completing an identity check, and providing your payment details in advance. It is your responsibility to verify that your registration has been received by the auctioneer, which can be confirmed by calling the office.

16.8 If bidding by telephone (once registration is complete), attempts will be made to contact you shortly before the lot is auctioned. If successful, you can participate in the bidding. Your bid will be relayed in real-time through our staff. This contact is

at your own risk, and if we cannot reach you, we are not responsible for any missed opportunities.

16.9 If bidding online (once registration is complete), You can log in and begin bidding once the lot is being offered. We are not liable for any loss of opportunity if there is an interruption or suspension of internet services that prevents your participation in the auction.

16.10 In the case of written 'proxy' bids, the auctioneer's staff will bid up to the maximum limit set by you. If no maximum is provided, no bidding will be done on your behalf. We do not guarantee that the maximum bid will be executed or that the proxy bid will be successful.

16.11 Once bid authorisation has been granted, it remains in effect until 11pm on the day of the auction. This allows for the possibility of post-auction agreements if the bidding has not met the reserve.

16.12 You may withdraw your bid authorisation only by written notification via email received by 5pm the day before the auction or by delivering it in person to the auctioneer half an hour before the auction begins. It is your responsibility to obtain proof of receipt.

## 17. The Winning Bid

17.1 The successful bidder at auction enters into a binding contract to purchase the relevant property as soon as the auction for that lot concludes. For Online Auctions, the timeslot for each lot will be displayed on the webpage. For Online Auctions the auction for

the lot ends when the countdown timer reaches zero seconds and when the virtual gavel falls.

17.2 (i) In the case of Buy-It-Now lots, the successful bidder is under a binding contract to purchase the property when identification has been provided and payment details are submitted through the online registration system, subject to 17.2(ii). By completing your registration, you authorise the auctioneer to exchange contracts on your behalf.

17.2 (ii) In exceptional circumstances, there may be a delay in processing your registration after ID and payment details are submitted under 17.2(i). This may result in another buyer completing their registration while yours is still pending. We are not liable for any lost opportunity to purchase the property in such cases.

17.3 Once the events in 17.1 or 17.2 (as applicable) occur, you become immediately liable for the applicable fees and any deposit (if applicable). You are also responsible for insuring the property, which is at your risk from the moment you win the bid.

17.4 You must provide us with your name and address upon request, and if applicable, the name and address of the person or company you are bidding on behalf of.

17.5 We reserve the right to ask for a form of ID (e.g., passport or driving license) to hold as security.

17.6 You are not entitled to take possession of the property or receive keys until completion of the sale.

## 18. Legal Pack, Home Report and Legal Advice

18.1 You must review the legal pack and, for Scottish properties, the home report for the lot you are interested in. It is strongly recommended that you instruct a qualified professional to review these documents and raise any necessary enquiries before bidding.

18.2 The legal pack may change at any time until the auction starts, or for Buy-It-Now lots, until the property is sold online. You must check for the latest version of the legal pack and any addenda before bidding. Failure to check will not be a valid reason for withdrawing from the sale.

18.3 Town & Country Property Auctions is not responsible for and provides no guarantee or assurance regarding the accuracy of the legal pack or home report, as these are not prepared by us. Any documents provided by third parties are offered without any responsibility for the accuracy of the contents.

18.4 If you require legal advice regarding the legal pack or the conveyancing process, you must seek assistance from the third party acting for the seller. Town & Country Property Auctions cannot provide legal advice and accepts no liability for any inaccuracies or omissions in the legal advice provided by third parties.

## 19. Your Obligations to us

19.1 You must:

- 19.1.1 Familiarise yourself with these terms in full before bidding;

- 19.1.2 Provide all information we reasonably need to complete a reservation agreement, memorandum of sale, or contract of sale when you are the winning bidder (we may sign on your behalf);

- 19.1.3 Sign necessary documents including the reservation agreement, memorandum of sale, buyer's premium forms or contract of sale when you are the winning bidder (we may sign on your behalf);

- 19.1.4 Pay the applicable Reservation Fee (if any) as outlined in clauses 5-6;

- 19.1.5 Pay the applicable Buyer's Premium (if any) as outlined in clauses 5-6;

- 19.1.6 Pay the applicable deposit (if any) as outlined in clauses 5-6;

- 19.1.7 Complete the sale within the timeframes outlined in clauses 5-6;

- 19.1.8 Provide all necessary identification documentation to comply with our legal obligations.

## 20. Obligations under a Reservation Agreement

- 20.1 If you purchase a conditional lot, you will sign (or we will sign on your behalf) a reservation agreement.

- 20.2 The reservation agreement contains legally binding conditions. It is recommended that you seek legal advice regarding the terms before bidding. A copy is available at [www.townandcountrypropertyauctions.co.uk](http://www.townandcountrypropertyauctions.co.uk).

- 20.3 The reservation

agreement gives you an exclusivity period of 60 days during which the seller can only sell the lot to you.

- 20.4 After 60 days, the exclusivity period ends, and the seller may sell the property to another buyer. If this occurs, the Reservation Fee remains non-refundable.
- 20.5 Under the reservation agreement, you are required to:
  - 20.5.1 Use reasonable efforts to proceed to exchange of contracts within the exclusivity period;
  - 20.5.2 Immediately instruct a solicitor/conveyancer to complete the necessary work to enable contract exchange;
  - 20.5.3 Complete any required work for financing the full purchase price;
  - 20.5.4 Keep the seller and us updated on the progress of the sale;
  - 20.5.5 Make all reasonable efforts to complete the purchase within 60 days of the reservation agreement.

## 21. Obligations under a Contract of Sale

21.1 For unconditional sales, a contract of sale is entered into as soon as your bid is accepted (as per section 17).

21.2 Under the contract of sale, you must:

- 21.2.1 Provide all necessary information to complete the formal contract of sale;
- 21.2.2 Provide all required identification and proof of address documentation;

- 21.2.3 Take necessary steps to complete the sale within 28 days (or as specified in the special conditions);
- 21.2.4 Sign a formal written contract if requested;
- 21.2.5 Pay any applicable Buyer's Premium (see clauses 5-6);
- 21.2.6 Pay a deposit (see clauses 5-6);
- 21.2.7 Complete the sale and pay the full purchase price within 28 days (or as stated in the special conditions).

21.3 If you fail to comply with these conditions, we may treat the contract as ended and re-offer the property for sale. You will not recover your deposit or Buyer's Fee, and the seller may claim damages for breach of contract.

## 22. Obligations under a Private Treaty Sale

22.1 The Auctioneer may facilitate private treaty sales on a case-by-case basis. In these sales, the applicable Buyer's Fee/Reservation Fee still applies.

22.2 The Auctioneer reserves the right to determine who is liable for the Buyer's Fee/Reservation Fee. If you are liable, we will issue an invoice for payment through your solicitor.

22.3 If we work with other agents to facilitate a private treaty sale, you cannot reduce the payment based on the work done by other agents. If you fail to pay the applicable fees, the Auctioneer may pursue legal action to recover the amounts due, including any associated costs or interest as per the

terms of this agreement.

## 23. Deposits

23.1 If you pay a deposit (as outlined in clauses 5-6), we will hold the deposit as a stakeholder on behalf of the seller (subject to clause 23.6).

23.2 The deposit is non-refundable. If you choose to withdraw from the sale, you will not receive your deposit back. We will transfer the deposit to the seller's solicitor/conveyancer.

23.3 If the seller withdraws from the sale, we will return the deposit to you or your solicitor/conveyancer.

23.4 Upon completion of the sale, we will forward the deposit to the seller's solicitor/conveyancer, and it will be deducted from the purchase price of the property.

23.5 We may retain the Contract of Sale or Minute of Preference and Enactment (as applicable), signed by or on behalf of the seller, until the deposit has been received in cleared funds.

23.6 If you pay the deposit but fail to pay your Buyer's Premium or any applicable Buyer's Contribution on time, we may deduct the outstanding fees from the deposit. As a result, the amount passed to the seller's solicitor/conveyancer will be the deposit minus any deducted fees, and you will be required to make up the difference when you pay the full purchase price.

23.7 Any interest earned on the deposit (if applicable) will be passed to whoever receives the deposit.

## 24. Payments and Fees

24.1 For Timed Auctions, fees and deposits must be paid before exiting the online bidding platform through our third-party provider. You will be required to provide your card details to access the platform. If you place a winning bid, your card will be automatically charged for the applicable fees and deposit. You will receive an automatic email confirming payment receipt. The amount charged will be fixed when you place your bid, calculated according to the guide price of the property at the time. If the guide price is later reduced, Town & Country Property Auctions will issue a refund for the difference. If the amount charged to your card does not cover the total payment required, a representative from Town & Country Property Auctions will contact you to pay the difference over the phone.

24.2 For in-person Auction Events at the auction venue, fees and deposits must be paid before leaving the venue.

24.3 For Online Auctions, fees and deposits must be paid immediately after placing a winning bid. Before the auction, we will email you to register your debit card details with our third-party provider. Your payment details will be securely stored on their platform. Payment will only be taken if you win the bid on the auction day. By bidding, you acknowledge that our representatives are operating under time constraints, and we reserve the right to charge your registered card without first contacting you.

24.4 For Buy-It-Now lots, fees and deposits must be paid immediately after agreeing to the terms and

conditions of sale. You will be directed to our third-party provider's webpage, where your card will be automatically charged for the total fees and deposit applicable to the purchase. You will receive an automatic email confirming payment receipt.

24.5 We do not accept cheques.

24.6 Credit cards or cash cannot be used to pay any part of the deposit.

24.7 If you fail to pay fees or the deposit by the specified deadlines in clauses 24.1, 24.2,

24.3, or 24.4, we can, acting as agent for the seller, treat the contract of sale or reservation agreement as repudiated (terminated) and re-offer the lot.

If this occurs, the seller may take legal action against you. Alternatively, we may sign the relevant

documents (memorandum of sale, contract of sale, or reservation agreement) on your behalf.

24.8 Unpaid debts may be referred to debt collection agents. We may share your information with agents for this purpose and pass on the cost of recovering the debt to you.

## **25. Between the End of the Auction and Completion**

25.1

- After winning a bid, the buyer is responsible for insuring the property.
- The seller only insures the property if required by tenancy or special conditions.

25.2 If the seller is required to insure:

- 25.2.1 The seller must provide insurance details upon request.
- 25.2.2 The seller must try to maintain the policy.
- 25.2.3 No guarantee of the insurance's adequacy.
- 25.2.4 The seller must add the buyer's interest on the policy if requested.
- 25.2.5 Insurance payouts must be held in trust for the buyer, who will reimburse the seller upon completion.

25.3 Damage or deterioration of the lot before completion does not reduce the price or delay completion.

25.4 The buyer cannot occupy the property before completion.

25.5 If the seller is handling the keys, the buyer must coordinate key release with the seller's solicitor.

25.6 If Town & Country Property Auctions holds the keys, they will provide them after successful completion, either by collection at our office or via recorded delivery.

## **26 Proof of Identity and Residence**

26.1 The buyer must provide proof of identity and residence as per the Money Laundering Regulations (e.g., passport, driving license, utility bill).

26.2 Failure to provide proof before the auction may prevent the buyer from bidding.

26.3 Refusal to provide identification results in the cancellation of the sale and forfeiture of any deposit, Buyer's Fee, or Reservation Fee.

26.4 The buyer's details will

undergo an electronic identity check by third parties (Landmark) to verify identity and address, which won't affect credit history.

26.5 All buyers must provide identification and undergo electronic checks.

26.6 If bidding as an agent, the agent and principal must both provide identification.

26.7 If bidding for an organisation, significant individuals must provide identification and undergo checks.

26.8 If fees or deposits come from someone else's bank account, that person must provide identification.

26.9 Failure to provide necessary documentation may prevent the buyer from bidding, with no liability for any losses.

## 27. Conflicts of Interest

27.1 Town & Country Property Auctions must disclose any conflict of interest between them and the seller or between them and the buyer.

27.2 Buyers must inform Town & Country Property Auctions of any potential conflicts of interest, such as family ties with the company.

27.3 Any known conflicts will be disclosed in property information, with buyers advised to check this again before bidding.

## 28 Withdrawing from the Sale

28.1 Winning bidders are legally bound to complete the purchase.

28.2 If the buyer withdraws before completion:

- 28.2.1 Forfeits any non-refundable deposit.
- 28.2.2 Forfeits any non-refundable Buyer's Premium and Administration fee.
- 28.2.3 Forfeits any non-

refundable Reservation Fee.

- 28.2.4 Remains liable for unpaid fees or deposits.
- 28.2.5 The seller may take legal action for breach of contract.

28.3 Failure to complete on time may result in a Notice to Complete being served by the seller, and the contract can be rescinded.

## 29. Applicable Legal Framework

29.1 For properties situated in England and Wales, the sale shall be conducted in accordance with the Common Auction Conditions (5th Edition) as published by RICS, together with the applicable Special Conditions of Sale prepared for the Lot.

29.2 For properties situated in Scotland, the sale shall be conducted in accordance with the Minute of Preference and Enactment and the Articles of Roup applicable to the Lot.

29.3 Where a Lot is offered for sale by way of a Conditional Auction, the parties shall enter into a Reservation Agreement, which shall govern the exclusivity period and the process leading to exchange of contracts.

## 30. Our Liabilities

30.1 Town & Country Property Auctions acts only as an agent for the seller.

30.2 No guarantees are offered regarding the condition or specifications of properties.

30.3 No guarantee is given that the seller will complete the sale in the required time.

30.4 Town & Country Property Auctions is not liable if either the buyer or seller withdraws from the agreement.

30.5 No duty of care is owed to the buyer, and they cannot make claims for any loss except where the law requires it.

30.6 Town & Country Property Auctions does not exclude liability for death, personal injury, or fraudulent misrepresentation.

## 31. Jurisdiction

31.1 For properties in England & Wales, the terms are governed by English law and the jurisdiction of English courts.

31.2 For properties situated in England and Wales, these Terms and any contract arising from the auction shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

## 32. Resolution of Complaints

- 32.1 Town & Country Property Auctions complaints handling policy is available on their website.

## 33. Data Protection

- 33.1 Town & Country Property Auctions processes personal data in accordance with their data protection policy, available on their website.

## 34. Conditions of Sale and Order of Priority

When a Lot is purchased at Auction, the contract between the Buyer and Seller shall consist of the documents listed below.

These documents are incorporated into and form part of the binding agreement for sale.

In the event of any inconsistency between them, they shall take precedence in the following order:

The Special Conditions of Sale prepared by or on behalf of the Seller;

The Memorandum of Sale or, in the case of a Conditional Auction, the Reservation Agreement (as applicable);

These Buyer Terms and Conditions;

The Common Auction Conditions (5th Edition) as published by RICS.

Together, these documents govern the rights and obligations of the Buyer and Seller in relation to the purchase of the Lot. Copies are available for inspection prior to bidding, and by placing a bid you confirm that you accept and agree to be bound by them.