

## National Residential Property Auctions



# Online Bidding Terms & Conditions

(in association with EIG)

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Bid on perfect property at an amazing price

**IMPORTANT:** These Terms and Conditions [T&C's] apply to all Online Bidding and associated Property Sales conducted by, or in conjunction with, The Online National Residential Estate Agency Ltd and its Estate Agent Partners.

**National Residential** is a trading name of **The Online National Residential Estate Agency Limited** of:

1 Hunters Walk, Canal Street, Chester, CH1 4EB registered with Companies House in England & Wales with Company Number 06421548 and VAT Registration Number GB 278 7395 39

**Please Note:** Bidder means the person who is registered with our Online Bidding to place a bid. Buyer means the person(s) or legal entity that is purchasing the property. The Buyer may be different to the winning Bidder as the Bidder may wish to purchase the property in another person or persons name or in a Special Purchase Vehicle (SPV)

**Summary** - Please see the full Terms and Conditions below for a complete detailed explanation

- National Residential is acting under instruction from its Client, the Vendor, to achieve a Quick Sale at the Best Price for their Property within approximately 28 Days and to complete the sale within 56 days thereafter. National Residential are authorised by the Vendor to instruct local Estate Agents to market their Property, and to manage the Online Bidding and Property Sale on their behalf.
- The Vendor may have advised us of a sale price below which they have asked us not to forward them any bids prior to the end of the auction.
- Bidding starts at the 'Opening Bid'. The Opening Bid is simply the price where the auction is going to start. It is not necessarily an indication of the Vendor's Reserve Price or an indication of the expected sale price.
- ONLINE BIDDING finishes at the time and date specified in the particulars of sale but please note that Online Bidding may also be extended, shortened or cancelled at any time and for any reason by either the Vendor or National Residential and neither National Residential nor the Vendor will accept any liability in such circumstances.
- National Residential is holding two types of online auctions: (i) Registered Auctions (software auction platform powered by Essential Information Group – <https://www.eigpropertyauctions.co.uk>); and (ii) non-Registered Auctions powered by National Residential. There are differences in the registration, auction-bidding and deposit payment processes between each type. For a more detailed explanation please refer to our 'Online Auction Buyers Guide' PDF @ [https://national-residential.co.uk/downloads/NationalResidential\\_OnlineAuctionsBiddingGuide.pdf](https://national-residential.co.uk/downloads/NationalResidential_OnlineAuctionsBiddingGuide.pdf)
- For 'Registered Auctions' - all bids must be done online. All Bidders must register a credit or debit card before they can place a bid (so that payment of their Holding Deposit can be taken automatically) and they must also agree to these Online Bidding Terms and Conditions. Should any Bidders require assistance with Online Bidding, please contact the sales office on 01244 341066.
- For 'non-Registered Auctions' – bids can be made online and by phone. Bidders do not register a card and instead, winning bidders must pay their Holding Deposit by card or by bank transfer at the end of the auction. No automatic payment is taken. All Bidders must also agree to these Online Bidding Terms and Conditions. Should any Bidders require assistance with Online Bidding, please contact the sales office on 01244 341066.
- The highest bid at the end of the auction will be the winning bid (assuming the Reserve Price has been met or exceeded and the Holding Deposit has been paid).

- The auctioneer reserves the right to sell the property prior to the advertised closing time of the auction on the instructions of the Vendor.
- The Vendor (and National Residential under its Clients' instructions) has the absolute right as per their discretion to accept or refuse any offer or bid.
- All winning Buyers must pay a Non-Refundable Holding Deposit of 1% (minimum £2,500). The Holding Deposit is not an additional cost and forms part of the Buyers overall purchase price.
- For specified auction lots, a Buyers Fee of 1.5% + VAT (min £2,500 + VAT) will also be payable in addition to the Holding Deposit. The Buyers Fee is an additional payment to the purchase price and hence purchasers must factor this cost in when placing their bids.
- For 'Registered Auctions' an amount specified in the payment registration page will be taken from the winning Bidder's registered funds as payment (or part payment) of the Holding Deposit together with any Buyer's Fees that are applicable immediately after the auction and any bidding extension ends, if the reserve price has been met. The Buyer must call the office and within 1 business day to pay any remaining balance if the amount deducted if the amount taken is less than 1% of the sale price plus Buyer's Fees.
- For 'non-Registered Auctions' the successful Bidder will be sent a Purchaser's Agreement and is required to complete this with Buyer's contact details, solicitor's details and broker details (if any) and return within 1 business day with the payment for the balance of the Holding Deposit and any Buyers Fees. The Buyer's also authorise National Residential to sign this Purchasers Agreement on their behalf.
- Bidders should note that under Section 75 of the Consumer Credit Act 1974 they are unable to make any claim against their card provider to recover the value of their Holding Deposit as the Act specifically excludes property purchases.
- If a Buyer withdraws from completing their purchase or attempts to reduce their purchase price before completion the Holding Deposit and any Buyers Fes paid will be forfeited.
- A Holding Deposit and Buyers Fee is refundable should the Vendor withdraw from the sale. There may be additional circumstances, specific to a property, under which National Residential may agree to refund a Holding Deposit and Buyers Fee. Please refer to Clause 4.6 below.
- By registering to participate in a National Residential sale via Online Bidding, Bidders expressly agree to these Terms and Conditions. The above is a partial summary of the full Terms and Conditions that follow.
- These Online Bidding Terms and Conditions are supplemental, meaning that they shall apply in addition to the Law Societies 'General Conditions of Sale' and any other terms and conditions applicable to Bidders and Buyers participating in the subject Sale (collectively, the "Bid Conditions") and shall be deemed incorporated by reference and made a part of the Bid Conditions for such Sale.

**Where there is a conflict, these Terms and Conditions will take precedence**

National Residential – Online Bidding Terms and Conditions – In Full

**1. REGISTRATION**

- 1.1. Before Bidders can place a bid via Online Bidding, they must register to bid. If Bidders require assistance to register or to bid, please call the office on 01244 341066.
- 1.2. There is a different process to Register to Bid for 'Registered Auctions' and 'non-Registered Auctions' - please see our 'Online Auction Buyers Guide' PDF @ [https://national-residential.co.uk/downloads/NationalResidential\\_OnlineAuctionsBiddingGuide.pdf](https://national-residential.co.uk/downloads/NationalResidential_OnlineAuctionsBiddingGuide.pdf) and/or information on our 'Register To Bid' page @ <https://national-residential.co.uk/house-buyers-register>
- 1.3. If potential Bidders have enquired about a property being auctioned by National Residential, via Rightmove, Zoopla (or any other property portal), they will be sent a subsequent text and/or email with a link to complete their registration online.
- 1.4. For 'Registered Auctions' Bidders must also register a credit card or other method of payment before they can place a bid.
- 1.5. Once Bidders have registered with Online Bidding, they should keep their account details strictly confidential and must not permit any third party to use or access their account on their behalf unless strictly authorised by the Bidder to do so. Bidders will be liable for all bids made via their account once they are registered and authorised to bid.
- 1.6. To comply with new Anti-Money Laundering Regulations, National Residential will require additional information from Bidders to allow us to identify Bidders identity, place of residence and the source of funds for purchasing property. We will carry out online identity checks with providers such as Experian and Equifax and all bidders must agree to this.

**2. ONLINE BIDDING PROCESS**

- 2.1. Once Bidders have successfully registered for Online Bidding, they will be eligible to bid for that Property. Bidders are strongly recommended to view a Property before placing a bid to satisfy themselves of its value and condition as bids cannot be taken down once they have been made.
- 2.2. For more information about how to use Online Bidding and how the National Residential auction bidding system works, please see our 'Online Auction Buyers Guide' PDF @ [https://national-residential.co.uk/downloads/NationalResidential\\_OnlineAuctionsBiddingGuide.pdf](https://national-residential.co.uk/downloads/NationalResidential_OnlineAuctionsBiddingGuide.pdf)
- 2.3. National Residential can bid on the Vendor's behalf up to but not including the Vendors Reserve Price.
- 2.4. National Residential reserves the right to reject a registration to bid online, withdraw its permission for Bidders to use Online Bidding, or terminate an Online Bidding account, for any reason at any time.

**3. LIMITATIONS OF ONLINE BIDDING**

- 3.1. Bidders are advised that in the event that access to the National Residential website is unavailable National Residential reserve the right to stop the auction and restart when the National Residential website is operational again.

#### 4. HOLDING DEPOSITS AND BUYER'S FEES

- 4.1. The highest Bidder whose bid is at or above the Reserve Price will be the winning Bidder, and must pay their Holding Deposit and any Buyers Fee (if applicable) in full within 1 business day of the auction end. The sale must be completed within 56 days from the auction end date (or any such longer timescale as specified in the Special Conditions of Sale for that specific Property).
- 4.2. Successful Bidders must pay a 1% (minimum £2,500) non-refundable Holding Deposit to National Residential. This Holding Deposit will be held in a client account at National Residential and National Residential will pay the holding Deposit directly to the Vendors solicitor before the time of completion. For some specified auction sales successful Bidders must also pay a Buyers Fee of 1.5% + VAT (min £2,500 + VAT) in addition to the Holding Deposit. Where a Buyers Fee is to be charged it will be clearly noted on the Special Conditions of Sale for that specific Property along with the exact amount of the Buyers Fee.
  - 4.2.1. For Registered-Auctions, an amount specified in the auction details to cover the cost of the Holding Deposit and any Buyers Fee will be taken immediately from the Bidders registered card on the fall of the gavel and the Bidder must call within 1 business day to pay the remaining balance if required. If payment fails to clear on the registered card or the full sum is not paid within 1 business day the Purchase will be forfeit. Should a Bidder fail to make the payment, National Residential reserve the right to recover the amount due as a debt. This method is applied to must-sell auction property sales.
  - 4.2.2. For Non-Registered-Auctions, the bidder does not register a payment card and the Holding Deposit, and any Buyers Fee charged is not taken an automatic payment. Instead the Holding Deposit and Buyers Fee (if applicable) must be paid by the Buyer with a payment card over the phone or by bank transfer and within 1 business day. The Property will remain on market until the Holding Deposit is paid. This method is applied to residential property sales where bidders are not accustomed to using online payments.
- 4.3. The Holding Deposit is not an additional cost and will be credited towards the Purchase Price on completion.
- 4.4. The Buyer's Fee is an additional cost and Bidders should factor in this cost when placing their bid.
- 4.5. The Holding Deposit (and any Buyer's Fee if payable) is fully refundable should the Vendor decide to withdraw or is unable to complete the sale of the Property for any reason. However, neither National Residential nor the Vendor is not liable for any expenses or costs incurred by Bidders or Buyers in such circumstances.
- 4.6. Bidders should ensure they are fully satisfied of the condition and value of a Property before they make a Bid and pay their Holding Deposit and any Buyer's Fee. Holding Deposits and Buyer's Fees are not subject to the outcome of mortgage lender valuations, Home Buyers Surveys, Damp & Timber Reports, Electrical Reports or any other such building surveys. Properties are 'sold as seen' Bidders will lose Holding Deposits and any Buyers Fees paid if they attempt to reduce the purchase price or pull out of the sale. Therefore, Bidders should obtain the results of any building survey reports they require before they place their Bid and/or pay a Holding Deposit and any Buyers Fee.

There may be additional circumstances, specific to a particularly property, and only if agreed in advance in writing between the Buyer and the Vendor, under which National Residential may agree to refund a Holding Deposit (and refund any Buyers Fee that may also have been paid) to the Bidder. The details of any such circumstances must be agreed and confirmed by National Residential by email to the Bidder in advance of the end of the auction and before a Bidder successfully wins the auction and pays their Holding Deposit and Buyers Fee (if applicable). These additional circumstances could include:

4.6.1. Serious structural and other problems that had not been known at the time of sale and identified by a qualified structural surveyor that cause the property to be unmortgageable. These include problems such as damp, subsidence, ongoing structural movement, or Japanese Knotweed.

**IMPORTANT:** purchasers must provide the results all surveys within 28 days of paying a Holding Deposit as no refunds of the Deposit and/or Buyers Fee will be considered under any circumstances should the survey results be provided after that date, regardless of whether surveys reveal any serious issues or not. Furthermore, should a 'potential' structural issue be identified from a RICS or Home Buyers Report surveyor carrying out a summary condition survey for the Buyer or for a mortgage lender then the Buyer will agree to instruct a fully qualified Chartered Surveyor to confirm whether the potential problem exists or not. This survey result must also be provided within the 28 days from payment of the deposit. Furthermore, if the Vendor is willing and able to remedy such issues to the satisfaction of the Chartered Surveyor and/or mortgage lender, the Buyer will be expected to accept such remedy and to complete their purchase in default of which Bidder and/or Buyer will lose their Holding Deposit (and any Buyers Fee if also paid.)

4.6.2. Problems arising with Land Registry Title; Lease; and/or Local Searches that cannot be reasonably rectified by the Seller's conveyancer or reasonably mitigated by way of a commercially available insurance policy (which will be paid for by the seller) or reasonably compensated through an agreed reduction in the price the Buyer is paying for the Property.

**IMPORTANT:** purchasers must provide the results of all local searches within 28 days of paying a Holding Deposit as no refunds of the Deposit and/or Buyers Fee will be considered under any circumstances should the search results be provided after that date, regardless of whether search results reveal any serious issues or not. Furthermore, should an issue be identified by the searches and/or during the conveyancing process, and that issue can be fully resolved through or a commercial indemnity policy that can be obtained by the seller's solicitor (which will be paid for by the seller) to protect against loss arising from the problem, and furthermore that this indemnity policy is acceptable to the Buyers mortgage lender, the Buyer will be expected to accept the use of this indemnity policy and to complete their purchase in default of which the Buyer will lose their Deposit)

- 4.7. Unless as agreed in Clause 4.6, the Holding Deposit is non-refundable under all other circumstances and National Residential shall pay this Holding Deposit (less any agreed expenses due to National Residential and any other 3<sup>rd</sup> parties and subject to additional terms agreed between National Residential and the Vendor) to the Vendor in the following circumstances, whichever occurs sooner:
- 4.7.1. Any time after the 56 days has expired from the auction end date unless additional timescale applies as is agreed in Clause 9)
  - 4.7.2. If Buyers attempt to reduce their Purchase Price and the Vendor does not agree to this reduction.
  - 4.7.3. If Buyers withdraw from their purchase or is unable to complete their purchase
- 4.8. National Residential require that all Buyers must be able to exchange within 28 days and complete within 56 days. If Buyers do not exchange in the 28-day timescale or complete within 56 days, their Holding Deposit (and any Buyers Fee paid) will be forfeited unless the Vendor and/or National Residential agree in writing to an extension. Buyers will risk losing their entitlement to purchase the Property and delays may also result in the Property being sold to another Buyer in which case Buyers and/or Bidders will forfeit their Holding Deposit and any Buyers Fee that may also have been paid.
- 4.9. Although National Residential require that all Buyers must be able to exchange within 28 days and complete within 56 days, there may be circumstances where the Vendor requires more time than this to



resolve issues required by the Buyers conveyancer, so completion can take place. In such circumstances, the Buyer and the Vendor will both agree to extend from 56 days for a reasonable time up to a maximum of 180 days to enable issues to be resolved and for exchange and completion to take place. Such circumstances will be specified in the Special Conditions of Sale and will apply to the Buyer and Vendor. Example Special Conditions would include but are not limited to:

4.9.1. Tenant Evictions: where a Buyer has agreed to purchase a property that is currently tenanted, and the Buyer requires vacant possession and providing vacant possession is agreed with the Vendor. The tenants may leave in a voluntary timescale or may be required to be evicted through the formal Section 8 or Section 21 process. Buyers and Vendors will agree to a maximum specified extended timescale which can only be extended with mutually agreement of both parties

4.9.2. Leasehold properties where the Buyer has requested that the lease is extended before completion and the Vendor is in communication with the Freeholder to extend their lease.

4.9.3. Other issues specified in the Special Conditions of Sale relating to matters such as; waiting for grant of probate, resolving land registry title/plan errors, obtaining planning consent and satisfying building regulations; establishing leaseholder costs such as: service charges, management company fees, Section 20 notices.

## 5. AFTER THE SALE

5.1 All bids shall become binding on the fall of the electronic gavel and on the fall of the electronic gavel, the Bidder agrees to purchase the property. The Bidder will be sent an email and/or SMS message confirming they have won the auction and a contract is formed between the Bidder and National Residential.

5.2 Registered-Auctions: Winning Bidders will automatically pay an amount detailed in the auction towards the Holding Deposit from the payment card registered with their Online Bidding account, and they agree to call the sales office on 01244 341066 to pay the remaining balance of the 1% Holding Deposit (plus any Buyers Fee Payable) within 1 business day if required.

5.3 Non-Registered-Auctions: Winning Bidders will pay 1% (min) £2,500 Holding Deposit and any buyer's fee detailed in the property description by card payment over the phone or by bank transfer within 1 business day.

5.4 Bidders acknowledge that they are bidding to purchase a Property from a Vendor who requires a quick sale and therefore use their best endeavours to exchange within 28 days and complete within 56 days of the end of the auction. Buyers must instruct their solicitors and pay for searches and surveys (if they are having them) within 2 business days of their bid being accepted and Buyers must also advise their solicitors of these Terms and Conditions and of the importance of exchanging contracts within the 28-day timeframe

## 6. USE OF THE ONLINE BIDDING SERVICE AND LIMITATIONS OF NATIONAL RESIDENTIAL LIABILITY

6.1. By using the Online Bidding service, Bidders do so entirely at their own risk. Access to and use of Online Bidding is dependent upon, among other things, the availability of the internet and the speed and quality of internet connections.

6.2. Bidders should independently verify the content displayed via the Online Bidding service as they may contain inaccuracies and typographical errors and National Residential do not warrant the accuracy or completeness of the content or that any defects will be corrected. Any reliance on any such content,

advice, statement, or other information shall be at Bidders sole risk. National Residential reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Online Bidding service and to make any changes to the features, functionality or content of the Online Bidding service at any time.

- 6.3. Access to the Online Bidding service is made available as a convenience and National Residential reserve the right to suspend or terminate any aspect or feature of the Online Bidding service (including the Online Bidding service in its entirety) at any time, with or without notice. National Residential may also suspend access to Online Bidding to carry out scheduled or unscheduled maintenance or for any other reason at any time without notice.
- 6.4. National Residential accept no liability for any loss, expense, or damage caused by any failure or delay in executing Bids or any errors contained in Bids placed via the Online Bidding service.
- 6.5. National Residential and its suppliers provide the Online Bidding service and the National Residential website ([www.national-residential.co.uk](http://www.national-residential.co.uk)) "as is" and without any warranty or condition, expressed, implied or statutory. National Residential accept no liability for any failures, delays or errors caused by interruptions in the availability of the Online Bidding service or our National Residential website or any errors or defects in their content or functionality, any software and/or hardware defects (whether Bidders or ours) and/or any internet connection problems (whether Bidders or ours), and National Residential do not represent or warrant that the Online Bidding Service or the National Residential website will be error-free, free of viruses or other harmful components, or that any defects will be corrected.
- 6.6. Maintaining the security of a Bidders Online Bidding account is the responsibility of the Bidder. National Residential advise Bidders to change the password regularly, use a different password than the one Bidders use for other systems, use a complex password, and ensure that Bidders do not write the password down or give it to anyone else. National Residential will assume that any person making bids using Bidders account on the Online Bidding service is acting with Bidder's full authority and on Bidder's behalf.

## 7. CHANGES TO THESE TERMS AND CONDITIONS

- 7.1. National Residential may from time to time make changes to these terms and conditions. If National Residential change these T&C's after an auction has started, Bidders will have to agree to them before Bidders make a bid and these will be sent to Bidders by email. Any changes will be posted on our National Residential website and National Residential will use reasonable endeavours to notify Bidders of the change by means of a notice and link to the revised terms on our National Residential website. Please review these terms and conditions regularly to ensure Bidders are aware of any changes made by us. If Bidders use Online Bidding after changes have been made and posted, Bidders shall be deemed to have agreed to such changes. If Bidders do not agree to such changes, Bidders should not make any subsequent use of the Online Bidding service.

## 8. GOVERNING LAW, ETC.

- 8.1. These Online Bidding Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales that govern the general Bidding Conditions in respect of the applicable Online Bidding as specified therein, and by the other terms and conditions as are set forth in such Bidding Conditions. This agreement constitutes the whole agreement between National Residential and the parties and supersedes any previous arrangement or understanding. Should any clauses be unenforceable, all other clauses remain.



## 9. COMPLAINTS PROCEDURE

- 9.1. National Residential have an internal complaints procedure, details of which are available upon request by emailing: [info@national-residential.co.uk](mailto:info@national-residential.co.uk) and by calling 01244 341066. National Residential are also a member of the Property Ombudsman's Redress Scheme (<http://www.tpos.co.uk/>) should Bidders feel it necessary to continue with Bidders complaint. By entering into this agreement Bidders agree that if the Ombudsman asks for information about any aspect of our dealings with Bidders National Residential can provide the information; whether that be in relation to a complaint, or their monitoring process. A copy of their Code of Practice and the Consumer Guide is available from [www.tpos.co.uk](http://www.tpos.co.uk)

## 10. DEFINITIONS & INTERPRETATION

- 10.1. References herein to "Bidder" means the person or entity registering to bid or bidding in a Sale via the Online Bidding service and "Bidder" and "Bidders" should be construed accordingly.
- 10.2. References to "Buyer" means the person or entity legally intending to Purchase the Property and "Buyer" and "Buyers" should be construed accordingly.
- 10.3. References herein to "we" and "us" mean National Residential and "our" and "ours" should be construed accordingly.

**\*OPENING BID & RESERVE PRICE INFORMATION** – The 'Opening Bid' is a starting price and is not an indication of each Vendor's Reserve Price or the expected sale price or value of the property. They are not necessarily figures which a property will sell for and may change at any time prior to the end of the Online Bidding and Property Sale. Each property will be offered subject to a Reserve Price set at no more than 10% (or no more than £15,000 for properties with a Reserve Price less than £150,000) above the 'Opening Bid'. National Residential will not agree to sell the property at a figure below the Reserve Price during the Online Bidding.