



Auction Sales Agreement

Auction Expert:	SDL Auction Partners is a trading name of SDL Auctions Limited under company number 07719474. Registered office: 3-4 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ. Registered in England and Wales.
Vendor Name:	
Date of Birth:	
Correspondence Address Inc. Post Code:	
Telephone number:	
Email:	
Full Property Address Inc. Post Code:	
Partner Agent/Branch:	
Start Bid:	
Reserve Price:	
Contract Term:	Minimum period of 60 days.

1. You hereby appoint the Auction Expert to:
 - a) Market the Property for sale by auction with sole selling rights (as defined below) for the Contract Term in accordance with the terms and conditions overleaf; and on an auction being successfully concluded,
 - b) Enter into a contract with the winning bidder ("Buyer") on your behalf {provided the bid is at or over the Reserve Price or is verbally accepted by you) under which you will be legally obliged to progress the sale of the Property with the Buyer.
 - c) Organise the production by Movewithus of a Legal Pack for the property on a no sale no fee basis unless you choose not to receive this service
2. Fees are payable by the Buyer on the auction being successfully concluded. Our standard Auction Fee is 4.8% Inc VAT of the final agreed sale price, subject to a minimum of £6,000 Inc VAT.
3. Granting sole selling rights to the Auction Expert means that you will be liable to pay the Auction Fees to the Auction Expert in certain circumstances outlined in the terms and conditions.
4. This Agreement is subject to a 14 day cancellation period as noted below. However, for reasons of expediency in marketing the Property, we will commence preparation for marketing the Property for sale by auction upon receipt of this Agreement signed by you under the Agreement below (Notice of the right to cancel) requesting that we commence work immediately. Please read that section of the Agreement carefully as it relates to your rights as a consumer.

You have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the agreement. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail).

Privacy Notice: Sell at Auction

SDL Group will be what's known as the 'Processor' of the personal data you provide to us.

Why do you need my data and what do you use it for? We need to know your basic personal data in order to get in contact with you regarding the sale of your property. We will also use the details you provide about yourself and your property to market your property for sale and carry out the auctioning and sale of your property.

We may share your personal data within the Group in order to be able to provide you with information about related services we offer that may be of interest to you. We process your data in this way on the basis of our legitimate interests in providing the best possible customer service and support and promoting our range of services. Having actively expressed your interest in our services, we would like to make you aware of directly related services that we offer that you may also be interested in. You have the right to object to processing of your personal data at any time. To do this, please contact compliance@sdlgroup.co.uk

All the personal data we process is processed by our staff in the UK.

Who is my data shared with? Some of your personal data may be shared with third party property advertising providers for the purpose of marketing your property. Your personal data may also be shared with third party referencing providers to satisfy legal obligations. We will share your personal data with the buyer of your property once the property is sold to facilitate the sale of the property by exchange of contracts. If you have chosen to take part in the no sale no fee offer with Movewithus your personal details will be shared with Movewithus for the purposes of allowing the Legal Pack to be created and the conveyancing undertaken. We will release your personal data to a third party if we are required by law to do so.

How long do you keep my data? We will store your data for six years, after which time it will be securely destroyed. If you would no longer like us to process your data at any time, you may have the right to object to processing of your data. To do this, please contact compliance@sdlgroup.co.uk

What are my rights? You have the right to object to the processing of your data. You also have the right to request access to your data at any time. You have the right to rectification and/or erasure of personal data or restriction of processing.

If you wish to raise a concern related to how we have handled your personal data, you can contact us to have the matter investigated at compliance@sdlgroup.co.uk

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office: <https://ico.org.uk>

By signing below, you acknowledge that you have read and understood the above privacy notice and consent to its terms.

IMPORTANT NOTICE: This is a legal document. Please take time to read it carefully before signing. To discuss anything in connection with this Agreement please speak directly with our Auction department on 0345 222 0197.

You confirm and warrant that:

- You are the owner(s) of the Property and are legally entitled to sell the Property OR You have authority to sign on behalf of all the owners of the Property (please delete as applicable);
- You have read and understood the terms and conditions attached and agree to be bound by them;
- Apart from with your existing estate agent listed above ("Partner Agent") there is no existing agency agreement with any other estate agent or other auctioneer for the sale of the Property and no one is currently interested in the Property or negotiating to buy it;
- You have read and understood your right to cancel this Agreement and request that the Auction Expert should begin performance of the services during the cancellation period;
- You are not a relative of anyone who works for or is connected with the Auction Expert or its Partner Agent.

Vendor

X	X	X
.....		
Vendor 1 Print Name	Signature	Date
X	X	X
.....		
Vendor 2 Print Name	Signature	Date

Auction Expert

SDL Auctions Limited

.....		
Print Name	Signature	Date

Terms & Conditions

1. Definitions

In these terms and conditions the following words shall have the following meanings.

“Agreement”	The contract between you and the Auction Expert which incorporates the signature page of this document and these terms and conditions;
“Auction Expert”	SDL Auction Partners is a trading name of SDL Auctions Limited under company number 07719474. Registered office: 3-4 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ. Registered in England and Wales.
“Auction Fees”	Fees payable to the Auction Expert in accordance with clause 9 of this Agreement;
“Contract Term”	The minimum period during which this Agreement is in force as set out on the signature page of this Agreement;
“Partner Agent”	The estate agent whose details are set out on the signature page of this Agreement;
“Property”	The property submitted for sale through the Auction Expert details of which are set out on the signature page of this Agreement;
“Reservation Form”	Agreement between the Auction Expert (acting as agent for you) and the buyer to purchase the Property;
“Reserve Price”	The price set out on the signature page of this Agreement and has the meaning given in clause 3 below;
“you (and your)”	The person named as the vendor on the signature page of this Agreement.

2. Starting Bid

Starting bids are quoted as an indication only and used to encourage interest when advertising.

3. Reserve Price

The Property will be sold subject to a Reserve Price being reached. This is a confidential figure between you and the Auction Coordinator. The Property will not be sold below this figure without authorisation from you. The Reserve Price for the Property is fixed once this Agreement is signed.

4. Partner Agent

Your Property will be offered for sale by auction in partnership with the Partner Agent. Other partner agents within the Auction Coordinator's auction network will have the facility to advertise the Property with a view to maximizing its exposure.

5. Auction Type

The Property will be offered as a conditional auction sale. This process is similar to the normal property purchase but on acceptance of an offer the purchaser will pay a non-refundable reservation fee to secure the Property. The buyer then has 56 days from the day the memorandum of sale is issued to complete the purchase. (We recommend 28 days for exchange, then a further 28 days to complete). This method of sale is not legally binding until exchange of contracts takes place.

6. Auction Legal Pack

To market and sell your property we require an Auction Legal Pack. This pack will contain Land Registry information, a title plan, an EPC, relevant searches, water and drainage information and other relevant information needed to market and sell the property. The pack will also contain any planning permissions and tenancy agreements if applicable along with special conditions associated with selling by Auction.

The Auction Expert will organize the production of this legal pack on your behalf by our legal partners on a no sale no fee basis. Together with our legal partner we cover the upfront cost of the production of this legal pack (Std costs are £200 + VAT) and if your property does not sell you have no liability to pay this. If the property sells you then pay this fee with your conveyancing costs.

To benefit from this service, you are required to use our partner solicitor who will charge a standard conveyancing charge of £550 + any additional disbursements and VAT. Please note that if extra services or searches are required (for instance, a mining or flood report) there may be additional charges.

If you do not wish the Auction Expert to organise the Legal Pack and conveyancing for you on these terms, you may indicate below. However, please be aware that the production of a Legal Pack is mandatory and will still need to be produced at the upfront cost of £200. We can arrange this for you or you may engage a third party of your choice. You will also require the services of a conveyancer once the property is sold. Preferable a firm with Auction expertise to deal with the tight deadline of a 56 day completion.

I do not wish the Auction Expert to commission the Legal Pack and conveyancing services on my behalf on a no sale no fee basis and I understand that declining this offer means that I must commission the compilation of a Legal Pack and conveyancing services by a third party of my choice.

.....

Print Name

Signature

7. Authority to Act

Upon the appointment to act as your Agent and Auctioneer, you are also granting us the following authority for the auction:

- The right to bid on your behalf up to, but not above, the agreed authorised reserve price
- The right to regulate the bidding
- The right to refuse to accept any bids without giving any reason to refusal
- The right to sell prior to the auction but only with your approval and knowledge
- The right to re-offer any Lot in respect of which the bidding is disputed
- The right to sign the Memorandum of Sale on behalf of both the vendor and the purchaser but only if the price is at, or above, the auction reserve price or at a new price agreed after the auction.

8. Contract Duration

This Agreement will remain in force for the Contract Term. Either party can give 14 days' notice in writing to terminate this Agreement as long as the date of the termination is after the

minimum contract term. Liabilities incurred while this agreement is in force and will survive termination and even after this Agreement has been terminated you may still become liable to pay the Auction Coordinator remuneration in certain circumstances as referred to in clause 6 and clause 9 of these terms and conditions. If your Property is already on the market with the Partner Agent your contract with the Partner Agent will remain in force, however no sale fee will become payable under that agreement should you sell through auction related activities run by the Auction Coordinator, pursuant to this Agreement.

9. Auction Fees

Usually, the Buyer will pay a fee to the Auction Expert upon the fall of the hammer or acceptance of offer, be that before or after the auction hereafter known as the "reservation fee". The reservation fee is calculated against the final negotiated selling price of the Property and does not form part payment of that selling price.

If the reservation fee is paid by the Buyer, this satisfies the Auction Fees payable by you. However there are circumstances in which you are required to pay the Auction Fees, please read the following paragraphs of this clause 9 carefully. If you do not understand these provisions please contact the Auction Expert.

Granting sole selling rights to the Auction Expert means that you will be liable to pay the Auction Fees to the Auction Expert in each of the following circumstances:

- a) If unconditional contracts for the sale of the Property are exchanged during the period in which the Auction Expert has sole selling rights where the buyer was not found by the Auction Expert but by another agent or by any other person, including you; or
- b) If unconditional contracts for the sale of the Property are exchanged after the expiry of the period during which the Auction Expert has sole selling rights but to a buyer who was introduced to you during that period or with whom the Auction Expert had negotiations about during that period; or
- c) If unconditional contracts for the sale of the Property are exchanged during the period in which the Auction Expert has sole selling rights and the buyer is found by the Auction Expert and you enter into direct negotiations with the buyer resulting in the buyer not paying the Auction Fees before completion of contracts; or
- d) You will also be liable to pay the Auction Fees to the Auction Expert in the event that a ready, willing and able buyer is introduced by the Auction Expert in accordance with your instructions and you are unwilling to exchange and complete within the agreed auction timescales. A purchaser is ready, willing and able if they are prepared and able to exchange unconditional contracts for the purchase of your property. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed.
- e) If you are liable to pay Auction Fees to the Auction Expert, the remuneration that you will be liable to pay (unless otherwise stated in this Agreement) will be 4.8% of the final agreed sale price of the Property or 4.8% of the Reserve Price (whichever is the greater), subject to a minimum of £6,000 Inc VAT.
- f) If the subject property is withdrawn and the agreed reserve has not been met (before the end of contract term), £600 Inc VAT will be payable to cover costs incurred. No withdrawal fee will become payable if the property does not sell within the contract term and the notice to quit is served in line with this contract. The contract term is 60 days from date of signing. Where Auction Fees are payable by you, the fees will be due for payment upon receipt of the Auction Experts invoice or within 14 days after exchange of contracts or within 14 days after this Agreement terminating, whichever is the earliest.

10. Property Misdescriptions Act 1991 and The Consumer Protection from Unfair Trading

Regulations 2008

Under the terms of the Property Misdescriptions Act 1991 and The Consumer Protection from Unfair Trading Regulations 2008 it is an offence to make a false or misleading statement. This provision covers all statements related to the Property including plans and photographs, whether verbal or in writing. Please carefully check the accuracy of the auction pack and the draft sales particulars. Please notify the Auction Coordinator immediately of any changes, errors, additions or omissions.

You are responsible for providing the Auction Expert with accurate information about the Property. This includes the information you provide to us in relation to fixtures and fittings at the Property and information provided in response to the Sellers Property Information Form which we ask you to complete. We rely on this information being accurate to allow us to prepare the auction pack which is seen by potential buyers of the Property.

You agree to pay to the Auction Expert, its employees and agents any damages, claims, losses and reasonable expenses which the Auction Expert, its employees or agents may have to pay or for which they may be held liable where that obligation to pay or liability arises from any false, inaccurate or misleading information which you supply to the Auction Expert or from any omission on your part to supply the relevant information.

11. Sale Property Warning

Neither the Auction Expert nor the Partner Agent accepts any liability or responsibility for the maintenance or repair or for any damage to the Property at any time. If the Property is vacant when adverse weather conditions are likely, frost damage may occur to water and heating systems and sanitary appliances. You are strongly recommended to take all necessary action to protect the Property from such risks and to ensure you have adequate insurance cover.

12. Authority to sign the Reservation Form

You hereby irrevocably grant the Auction Expert authority to sign the Reservation Form on your behalf as your agent and agree to the Conditional Auction Terms and Conditions set out therein. The full version can be accessed via www.sdlauctions.co.uk/terms

The Reservation Form contains legally binding obligations on you as the vendor of the Property. Under the terms of the Reservation Form you have to:

- Immediately instruct solicitors/conveyancers to issue the contract for sale and accompanying papers to the Buyer's solicitors/conveyancers and to answer promptly all enquiries raised, respond promptly to any amendments to the contract for sale and to do all other work reasonably required to enable contracts for the sale to be unconditionally exchanged within the 56 day period; Supply your solicitors/conveyancers with all documentation, information and authority to enable the your solicitors/conveyancers to draft and negotiate the contract for sale and do all the work necessary to enable contracts to be unconditionally exchanged within the 56 day period;
- Give access to the property as may reasonably be required by any surveyor or valuer appointed by the Buyer or the mortgagee for the purpose of surveying and/or valuing the property.
- Not instruct or allow anyone else to send any sale contract or details of the title of the property to anyone other than the Buyer's solicitors/conveyancers;
- Not give access to any other person to view the property nor to negotiate or agree with anyone other than the Buyer any terms for sale of the property.

13. Proof of Identity

It is now a requirement in law before placing a property on the open market to obtain proof of identity and residency from all vendors. Therefore, please provide copies of a passport,

photographic driving licence or gun certificate, plus a home utility bill at the time of instruction, or as soon as possible thereafter.

I understand that you will undertake a search with Experian for the purpose of verifying my identity. To do so Experian may check the details I supply against any particulars on any database (public or otherwise) to which they have access.

They may also use my details in the future to assist other companies for verification purposes. A record of the search will be retained.

14. Energy Performance Certificate (EPC)

Vendors must order an EPC for potential buyers before the property can be marketed. This is a statutory requirement. By signing this Agreement, you agree to provide a valid EPC for the Property.

15. Marketing Fee

A fee for advertising maybe due to the Partner Agent if agreed with you prior to signing this agreement. This would cover extra local and regional advertising to maximize awareness for your property.

16. General Services

The Auction Expert or a connected person or company will offer services (including financial, valuation, surveying, conveyancing, estate agency or other related services) to any prospective purchaser of the Property in which case it will receive remuneration from these third parties which it will retain.

17. Disclosable Interests

The provisions of the Estate Agents Act 1979 require an agent to disclose both to you and any purchaser any connection which the agent or any of its employees or associates has or may have with either party, whether directly or indirectly, or with any member of their families.

18. Liability

In relation to your use of the Auction Expert's services or otherwise the Auction Expert accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable.

Nothing in these terms and conditions excludes or limits the Auction Experts liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

The Auction Expert will 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 by circumstances beyond its reasonable control such as (but not limited to) strike, riot, war, fire, flood, natural disaster or other similar event beyond its reasonable control.

If you are a consumer these terms and conditions do not affect your statutory rights.

19. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and in relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with the appointment of the Auction Coordinator as agents, both the Auction Coordinator and you, submit to the exclusive jurisdiction of the English Courts.

20. Third Party Rights

No-one except the parties to this Agreement shall have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. Corporate Clients

The person(s) giving instructions to the Auction Expert and acknowledging these terms and conditions confirms that they are duly authorised by the legal and beneficial owner to sell the Property. In consideration of the Auction Expert's agreement to market the Property for sale on behalf of the legal and beneficial owner, the person(s) giving instructions and

acknowledging these terms and conditions hereby guarantees payment of all sums at any time due to the Auction Expert in respect of all matters upon which is instructed by the legal and beneficial owner of the Property or In connection with the Auction Expert services to the legal and beneficial owner. In the event that this guarantee is given by more than one person this liability shall be joint and several.

If you would prefer performance of this contract to be delayed until the cancellation period has elapsed, and you decide to cancel this contract during the cancellation period, please either:

Complete and return (by delivering, or by sending, or by electronic mail) the attached cancellation notice to SDL Auctions, 3-4 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ at any time within the cancellation period: or

Provide the same details in writing to the above address at any time within the cancellation period.

Your cancellation notice takes effect as soon as it is posted or sent. If you would like to know more about your rights you can contact your local Trading Standards Department or your nearest Citizens' Advice Bureau.

If you wish to cancel the contract you may use the form provided below.

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Cancellation of Contract Complete, detach and return this form only if you wish to cancel the contract.

*I/We hereby give notice that *I/we wish to cancel *my/our contract
Property Address:

.....

Print Name

Signature

Date