

(Seek a legal advice prior to signing this bidding form)

Bidding Confirmation \*Unconditional Reservation Fee

I (Buyer) instruct **websold.co.uk** to bid on my behalf in accordance with the Lot terms of sale as detailed for the lot on websold.co.uk, or on website www.websold.co.uk. I understand that my bid is subject to those terms of sale. Should my bid be successful under the unconditional reservation fee auction terms, I will pay a non-refundable deposit (Reservation Fee) of 5% – 10 % of the final purchase price plus a Buyer (Auctioneer administration charges) fee of 2.4 % inc. VAT subject to a minimum of £6,000 including VAT or as mentioned in the Legal Pack.

## NOTE: THE BUYER (AUCTIONEER) FEES IS NOT PART OF CONTRACT BUT IS IN ADDITION TO THE FINAL PURCHASE PRICE

**The Deposit**: is to be held as stakeholder where VAT would be chargeable on the deposit were it is to be held as agent for the seller, otherwise is to be held as stated in the sale conditions; and the deposit must be paid in pounds sterling by cheque or bank transfer or by bankers' draft made payable to us. The extra auction conduct conditions may state if we accept any other form of payment. Where the auctioneers hold the deposit as stakeholder, they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions. If the cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract. Interest earned on the deposit belongs to the auctioneer unless the sale conditions provide otherwise.

Should **my bid** get accepted, the exchange of contracts will take place at the end of digital countdown (the fall of the gavel), I will complete within 28 days subject to any special conditions contained within the legal pack for the Lot. By signing/accepting this form, I confirm I have read, understood and accepted the contents of the legal pack and any special conditions within it. By signing this form, I confirm I am legally bound to stand by my highest bid made during the auction for up to one hour following the close of the auction. If I have been successful in bidding, I will within one hour of the fall of the gavel pay to the auctioneer by way of cleared funds the non-refundable deposit and reservation fee as set out above. The fall of the gavel shall be deemed to have occurred either on the close of the auction by a successful bid being made prior to the close of the acceptance of a bid at any time within one hour of the close of the auction. If successful and paying by debit or credit card the buyer must be contactable at the close of the auction with sufficient funds available to settle the deposit and or reservation fee applicable. Alternatively, cleared funds may be transferred to websold.co.uk at the close of the auction by BACs.

T: 0203 5000 999 E: cs@websold.co.uk W: www.websold.co.uk 38A Court Parade, East Lane Wembley, HA0 3HS Reg. Eng. & Wales:10469887 | VAT: 263302336 | TPO Membership Number: D14309 websold.co.uk part of 99home Limited



By **signing/accepting this form,** I accept that once my bid has been placed, I am unable to retract this bid.

If the buyer does not comply with its obligations under the contract then: you are personally liable to buy the lot even if you are acting as an agent; and you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default. Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

Where chattels are included in the lot the buyer takes them as they are at completion and the seller or auctioneer are not liable if they are not fit for use.

The buyer buys with full knowledge of the documents, whether or not the buyer has read them; and the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it. The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

Section 47 of the Law of Property Act 1925 does not apply. Unless the buyer is already lawfully in occupation of the lot, the buyer has no right to enter into occupation prior to completion. The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

Agreed by the buyer on his/her or its behalf and on behalf of any principal mentioned above. Please only sign/accept if you have read and fully understand this agreement. In compliance with Anti Money Laundering Regulations search will be carried out to verify your identity and proof of residency. This does not affect your credit file.

On behalf of websold.co.uk we like to confirm that by agreeing this form you confirm you have read and agreed to our Privacy Policy and GDPR Privacy Notice.

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