TERMS & CONDITIONS FOR ONLINE, PROXY OR TELEPHONE BIDDERS

THE AUCTION PARTNERSHIP

The following terms and conditions apply to all intended buyers who wish bids to be made Online, By Proxy or by Telephone in an auction conducted by The Auction Partnership a trading name of Halls Holdings Limited ("the Auctioneer"). Hereinafter referred to as The Auction Partnership.

Please note that all lots are sold in accordance with the Common Auction Conditions (7th Edition March 2018). Special Conditions of Sale relating to each lot are available upon request from the Auctioneers or the Vendors Solicitor prior to the Auction. The contract and special conditions of sale will not be read out by the Auctioneer at the auction, but will be available for inspection at the auctioneer's offices and the offices of the vendors solicitors for a period before the auction date. Purchasers will be deemed to have inspected these Special Conditions of Sale and will be legally bound by these conditions which will form part of and will be attached to the Sale Memorandum.

1. General Terms

1.1. Purchasers are assumed to have inspected the properties in which they are interested, to have obtained and inspected a copy of the Auction Legal Pack and to have made all usual pre-contract searches and enquiries and satisfied themselves on the condition and location of the property.

1.2. Before registering, the Bidder and/or Buyer is deemed to have read the Important Information, Common Auction Conditions, the Particulars relating to the Lot(s) they are Bidding on, the Auction Legal Pack and any Addendum, which can be found on our website www.theauctionpartnership.com. They are also deemed to have obtained any legal and professional advice regarding any queries they may have and to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the auctioneers pre-sale announcements and are aware of any additional costs and fees payable by the buyer.

1.3. The successful Bidder is bound under contract as soon as the Auctioneer's hammer falls on the final bid and will be required to pay the deposit in full and sign contracts, please note your purchase is legally binding and you will enter an unconditional contract.

1.4. The Auctioneer reserves the right to withdraw any of the Lots prior to the Auction (see Common Auction Conditions) and therefore prospective buyers are advised to check with the Auctioneers the day before the sale to ensure the availability of Lots. The Auctioneer cannot be held responsible for the costs incurred in respect of any Lot which is withdrawn or sold prior to auction.

1.5. All remote bidders must complete the registration process at least 24 hours prior to the auction day.

a) **For Proxy and Telephone Bidding,** the appropriate registration form must be submitted to the auctioneers, at least 24 hours prior to the auction. Telephone/Proxy Bidding Registration Forms can be obtained at www.theauctionpartnership.com, by enquiries@theauctionpartnership.com or by calling our auction team on 01743 450735.

b) **For Online Bidding,** registration can be completed using the **Registration** link on our website at www.theauctionpartnership.com, registration must be completed at least 24 hours prior to the auction.

1.6. **The deadline to complete Bidding Registration is 24 hours prior to the auction.** We will endeavour to continue processing Online/Telephone/Proxy Bidding Registrations after the deadline, but we do not accept any responsibility for failure to administer late registrations. The Auctioneers are unable to process your application if you fail to complete your AML/identification check, provide the requested documentation and/or your debit card details/arrange a bank transfer, in advance of the auction.

1.7. Please note The Auction Partnership must hold 2 forms of certified ID prior to auction, typically this will be: 1 × Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful Bidder, we will carry out an additional electronic verification check on your identity which will leave a "soft footprint" on your credit history but does not affect your credit score.

1.8. If you are Bidding on behalf of a company, you must be a director listed on Companies House (or provide a letter of authority signed by one of the directors) and provide details for all Shareholders with greater than 25% or more share capital (or the ultimate beneficial owner). We will carry out an AML/identification check for all parties. This may leave a soft footprint on your credit report but it should not affect your credit rating.

1.9. AML Checks are carried out by Move Butler operated by iamproperty.

1.10. The auctioneer accepts no responsibility for failure of telecommunications in respect of a Telephone or Online Bid, or any delays in the postal system if a Proxy Bidding form is sent through the post.

1.11. Any alteration or withdrawal of any registered Proxy or Telephone Bids, must be received in writing by the auctioneer prior to commencement of the auction.

1.12. Maximum Bids must be for an exact figure, any reference to a Maximum Bid being calculated by reference to other bids will not be accepted. In the event of there being any confusion as to the Maximum Bid, the auctioneer reserves the right to refuse a Bid.

1.13. Should the Lot be sold to the Proxy, Telephone or Online Bidder by the Auctioneer at a figure which is less than their submitted Maximum Bid, the whole of the deposit held will count towards the sold price.

1.14. The Proxy, Telephone or Online Bidder authorises the Auctioneer or any duly authorised partner or employee of The Auction Partnership, acts as an agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of these terms and conditions, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract incorporating any addendum relating to the property concerned, at or after the auction.

1.15. If for any reason the successful buyer defaults on the sale, all monies received are non-refundable and the buyer may be sued by the seller for further costs.

1.16. Prospective Bidders should check our website by 10am on the day of the auction and prior to Bidding at the auction to ensure there are no changes to the published terms and conditions and to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.

1.17. In the case of unsuccessful Bidders' deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 working hours of the conclusion of the sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.

1.18. The Auctioneers reserve the right to withdraw any Telephone, Proxy or Online Bids if for whatever reason, they have any doubts with regards to the Bid/Bidder.

1.19. Proxy, Telephone or Online Bidding Registration Forms should be sent to enquiries@theauctionpartnership.com. Your information is being collected and processed by Halls Holdings Limited. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found in our Privacy Policy. Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us at enquiries@theauctionpartnership.com.

2. Proxy Bidding

2.1. Once your Proxy Bidding Registration Form has been successfully processed, we will require a deposit/s of 10% of each of your Maximum Bid/s, as stated on your Telephone Bidding Registration Form. Your deposit/s must be cleared in our bank account at least 24 hours prior to the auction day.

2.2. Unsuccessful Proxy Bids will be subject to an administration fee of £75, plus VAT (£90).

2.3. In the event of an unsuccessful Proxy Bid, any deposit/s paid will be returned minus the Proxy Bidding Administration Fee.

2.4. If Bidding By Proxy, you must state your maximum bid for each property and this is the figure the Auctioneer will bid up to on Auction Day, however, the Auctioneers cannot control the bids in order that your maximum price is the winning bid.

2.5. Proxy Bids will be accepted for multiple Lots, and each lot will have Bids submitted By Proxy, up to your Maximum Bid. If successful, this may result in the purchase of multiple Lots.

2.6. If you wish to purchase a single Lot, but may require Bidding on several Lots, (as a result of not being successful on your first choice Lot, second choice Lot, etc.) then you must register for Telephone or Online Bidding NOT Proxy Bidding.

3. Telephone Bidding

3.1. Once your Telephone Bidding Registration Form has been successfully processed, we will require a deposit/s of 10% of each of your Maximum Bid/s, as stated on your Telephone Bidding Registration Form. Your deposit/s must be cleared in our bank account at least 24 hours prior to the auction day.

3.2. Unsuccessful Telephone Bids will be subject to an administration fee of £75, plus VAT (£90).

3.3. In the event of an unsuccessful Telephone Bid, any deposit/s paid will be returned minus the Telephone Bidding Administration Fee.

3.4. A member of the saleroom staff will attempt to contact the Telephone Bidder prior to the relevant lot/s being offered for sale. If contact is made then the Telephone Bidder may participate in the bidding via the saleroom staff member. If it is impossible to obtain a telephone connection, or the telephone line becomes disconnected, the saleroom staff member is authorised to continue bidding, on behalf of the Telephone Bidder, up to the Maximum Bid, as stated on the submitted Telephone Bidding Registration Form.

3.5. If a successful Telephone Bidder exceeds the Maximum Bid stated on their Telephone Bidding Registration Form, the previous deposit payment may fall below 10% of the successful bid. In this event, the shortfall must be paid to the auctioneers immediately by either Bank Transfer to our nominated client account or by debit card. We do not accept personal cheques or cash.

3.6. In order to avoid disappointment, potential Telephone Bidders are recommended to have completed their Telephone Bidding Registration no later than 24 hours before the auction start time.

4. Online Bidding

4.1. Online Bidders will be authorised to Bid on all Lots, you will not be obliged to bid but the auction will be fully open to you (regardless of whether or not you have updated your lot interest on The Auction Partnership. You will need an Auction Passport account and you must follow the instructions in the emails in order to log on to bid on the day of the Auction. During any Online Bidding, The Auction Partnership will not take any responsibility for any loss of any services, or disruptions to the internet and which may affect your Bidding process.

4.2. In order to complete registration you are required to complete our ID&V checks to confirm we comply with our legal obligations under the HMRC Anti Money Laundering Regulations. These checks are carried out via our third party digital customer onboarding platform Movebutler part of the

Iamproperty group. You will be sent an email from Movebutler with step by step information guiding you through the digital verification process and a link to complete the checks.

4.3. Upon successful registration you will be issued with a unique Bidding number to access our Online Bidding system. If connection is made then the Bidder may participate in the auction through the Bidding system.

4.4. You take all responsibility for any bids placed from your account.

4.5. All Online Bidders will need to submit debit card details before being authorised to bid. These will be securely held with Opayo who will authenticate your card. No payment will be taken unless you are a successful Bidder, if you are successful, we will immediately take a payment of the 10% deposit (subject to a minimum of £5,000) plus the relevant Buyer's Premium. There is a maximum amount we can automatically take, if there is a shortfall we will telephone you to make an additional payment, you must be available to take our telephone call and ensure you have sufficient funds available in your account to complete the deposit payment, plus Buyer's Premium.

5. Buyer's Premium

The successful Bidder will be required to pay the Buyer's Premium of 4% plus VAT, subject to a minimum fee of £5,000 plus VAT, unless stated otherwise within the property description, auction catalogue, online auction listing or special conditions. The Buyer's Premium is payable upon exchange of contracts for each property purchased.

6. Data Protection

6.1. The Auction Partnership take the privacy and protection of your personal information seriously. Any personal data we collect from you will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The Auction Partnership will use your data for legitimate business purposes, including providing estate agency services, meeting our legal and regulatory obligations (such as anti-money laundering checks) and communicating with you. Our full Privacy Notice, which explains how we collect, use, store and share personal data and sets out your rights, is available at www.theauctionpartnership.com or by contacting us.

7. Client Money Handling

7.1. The Auction Partnership is a trading name of Halls Holdings Limited who is a member of the Royal Institute of Chartered Surveyors and a member of the RICs Client Money Protection Scheme. All monies are held in accordance with the RICs guidelines. A copy of our Client Money Handling Policy is available upon request and on our website www.theauctionpartnership.com. In accordance with the Royal Institution of Chartered Surveyors' (RICS) professional statement (Client Money Handling, effective from 1st January 2020), client money held or received by Halls Holdings Limited, or any trading name thereof, is banked into a general clients' bank account held at: Barclays Bank, 1 Churchill Place, London, E14 5HP Halls Holdings Limited General Clients Account: 20-78-01 23557723. A general clients' bank account is a Client Bank Account which holds client money belonging to more than one client. Client monies are held separately from Halls Holdings Limited own monies, are easily identifiable and immediately available. Within the general clients' bank account, each client's money is recorded in individual client ledgers to maintain segregation of funds. Client money is held in an appropriate banking institution with a minimum rating of BBB+, regulated, and authorised by the Financial Conduct Authority (FCA). The Client Bank Accounts are instant access accounts and Halls Holdings Limited will cover transactional banking and account maintenance charges associated with the operation of such accounts. Halls Holdings Limited is entitled to retain any interest earned through the aggregation of various client accounts to offset general bank charges and administration costs associated with the operating of the Client Bank Accounts.

8. Complaints Procedure

8.1. The Auction Partnership operate a complaints procedure in accordance with the requirements of the Royal Institution of Chartered Surveyors (RICS), The Property Ombudsman (TPO) and our regulatory obligations. In the event that you have a complaint regarding the standard of service you have received, a complaint handling procedure will be followed. A copy of our complaints handling procedure is available upon request and at our website www.theauctionpartnership.com.

9. Professional Indemnity Insurance

9.1. Halls Holdings Limited holds Professional Indemnity Insurance (PII) in the sum of £10 million.

10. TPO

10.1. Halls Holdings Limited are members of The Property Ombudsmen (TPO) Scheme. Unresolved complaints relating to residential estate agency services may be referred to the TPO following our internal complaints process.

The Property Ombudsman

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Regulated by RICS®