



Cambridge Property Auctions, Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA  
T 01223 213777 E property.auctions@cheffins.co.uk F 01223 271961  
cheffins.co.uk

**CONDITIONS OF AGREEMENT FOR SALE OF PROPERTY AT PUBLIC AUCTION**

AGREEMENT DATE:

AUCTION DATE:

AUCTION VENUE:

PROPERTY ADDRESS:

SELLER(S):

SELLERS ADDRESS:

SELLERS SOLICITORS:  
(Name and Address)

ENERGY PERFORMANCE CERTIFICATE (EPC): Available  Cheffins to order  Solicitors to order  Not applicable

SALE BOARD Required  Not Required

VAT STATUS OF PROPERTY:

COMMISSION RATE: .....of the selling price, or £.....whichever is greater plus VAT

ENTRY FEE:

GUIDE PRICE:

RESERVE PRICE:

**ACCEPTANCE**

I/We confirm that the above details are correct and agree to the attached terms and conditions of this Agreement:

Signed .....

Dated .....

Signed .....

Dated .....

These Conditions shall be binding upon the Seller once Cheffins ("the Auctioneers") have received a signed copy of this Agreement. To avoid a dispute or misunderstanding we suggest that you confirm any discussion with us or variation to this Agreement in writing. If we agree with you to change this Agreement we will confirm that to you in writing.

Partners:  
M W Hamilton Ltd, E W Lee Ltd, J G L Law Ltd, M Walshe Ltd, P G M Claydon Ltd, N R Harris Ltd, W King Ltd, S J Lewis Ltd, C M B Ashton Ltd,  
W E Pepper Ltd, P M Woolner Ltd, M O Peck Ltd, J A Stiff Ltd, M B Jones Ltd, R W Freshwater Ltd, S P C Gooderham Ltd, B Goodsell-King Ltd.

Cambridge | Saffron Walden | Newmarket | Ely | Haverhill | Sutton | London



## 1.0 COMMISSION & FEES

We are required by Section 18 of the Estate Agents Act 1979, as amended, to set out our Terms of Engagement which are as follows:

- a) The Auctioneers (together with any joint Auctioneers) will be granted SOLE SELLING RIGHTS for the sale of the property for a period from the acceptance of instructions until the date of auction and thereafter until a minimum of 14 days written notice after the auction. As we have been granted Sole Selling rights in the sale of the property, we are required by law to advise you in the following terms of law:

### **Sole Selling Rights**

*You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances:*

- i) if at any time unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself*
- ii) if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.
- b) On signing this Agreement, you confirm that any existing instructions to other agents have been withdrawn (except those acting as Joint Auctioneers).
- c) The commission (and any other outstanding fees or expenses) will be due if contracts are exchanged in accordance with the agreed Sole Selling rights.
- d) The commission (and any other outstanding fees or expenses) will be deducted from the deposit monies held by the Auctioneers and the balance of the deposit will be transferred to your solicitors within 48 hours of funds being cleared.
- e) If any interest is earned on the deposit monies between exchange of contracts and the transfer of cleared funds to the Sellers Solicitors the Seller agrees that this interest shall be retained by the Auctioneers.
- f) In addition to the commission the Seller shall, regardless of the outcome of the sale, pay the Entry Fee as a contribution towards the cost of producing the auction catalogue, advertising etc. The Entry Fee is payable on signing this Agreement.

## 2.0 WITHDRAWAL OF LOTS

- a) If you withdraw the Property from the auction more than 3 weeks before the date of the auction then you will pay us £250+VAT within 2 weeks as a contribution towards our administration expenses.
- b) If you withdraw the Property from the auction less than 3 weeks before the date of the auction then you will pay us £500+VAT within 2 weeks as a contribution towards our administration expenses.
- c) The Seller may withdraw the Property from the Auction and terminate this Agreement at no cost if:
- the Auctioneer is in serious breach of this Agreement;
  - the auction is delayed for more than 4 weeks (unless that delay has arisen due to the Seller's breach of this Agreement).
- d) If the Auctioneer has reasonable concerns about information supplied by the Seller which may reasonably be considered as potentially placing the Auctioneer in breach of the law, or expose the Auctioneer to potential legal claims or significantly damage the commercial reputation of the Auctioneer then the Auctioneer may withdraw the Property.

## 3.0 CONFLICT OF INTEREST

We are permitted to offer a prospective purchaser of the Property any of our services where there is no reasonable likelihood of a conflict of interest arising or breach of our professional obligations arising from our membership of the RICS.

## 4.0 EXCHANGE OF CONTRACTS

We are authorised by you to sign on your behalf a sale memorandum in the form attached to this Agreement to effect the sale of the Property at the Auction in accordance with the Sole Selling Rights at a price not less than the Reserve.

## 5.0 VAT

- a) The Seller agrees to notify the Auctioneers if the Property is subject to VAT. In the absence of any notification the Auctioneers shall assume that no VAT is payable.
- b) If the Property is standard rated the Auctioneers shall offer the Property for sale exclusive of VAT which shall be payable in addition to the purchase price.
- c) If the Property is exempt but the Seller has an option to tax the Auctioneers shall offer the Property for sale on the basis that the Seller will not exercise his option to tax unless otherwise specified in the Special Conditions of Sale.
- d) Where the Seller elects to exercise his option to tax in the Special Conditions of Sale the Auctioneers shall have the right to make any announcements to publicise the Sellers intention.

## 6.0 RECEIPT OF OFFERS

- a) In the event that we receive an offer for the property prior to the auction we shall notify you in writing within 48 hours of the offer being received. In the event that an offer is acceptable we shall require written authority to accept the offer and sign the Sale Memorandum on your behalf.
- b) In the event that we receive an offer for the property after the auction we shall notify you in writing within 48 hours of the offer being received. In the event that an offer is acceptable we shall require written authority to accept the offer and sign the Sale Memorandum on your behalf.

## 7.0 ABSENTEE BIDDERS

- a) We are willing to accept bids made by post, telephone, facsimile or internet so long as the bidder complies with our procedures as specified on the Proxy Bidding Form available on our website at [www.cheffins.co.uk/propertyauctions](http://www.cheffins.co.uk/propertyauctions)
- b) The upper limit of any Proxy Bids received by the Auctioneers will not be disclosed to the Seller.

## 8.0 ALTERATION TO AUCTION DATE

- a) The date of the auction is provisional only and we will take all reasonable steps to ensure that the auction takes place on that date. If, due to exceptional circumstances and acting reasonably, we need to change the date we will notify you and arrange an alternative date as close to the original provisional date as reasonably possible. If the new date is not within 2 weeks of the original date, you may withdraw the Property and you will not be liable to us for any charges.
- b) If the auction is cancelled and an equivalent auction is not held within 4 weeks of the cancelled auction then
  - you will not be liable to pay any charges to us;
  - we will refund to you any charges already paid by you to us; and
  - we will not be liable for any other amount unless we are in breach of this Agreement or are negligent.

## 9.0 CONDUCT OF AUCTION

- a) The property will be offered for sale and the auction conducted in accordance with the RICS Common Auction Conditions (3<sup>rd</sup> Edition, September 2009) as attached (unless otherwise amended by this Agreement).
- b) We will conduct the Auction with reasonable skill and care as we consider appropriate.
- c) We may bid at our discretion on your behalf up to the Reserve.

## 10.0 RESERVE

- a) The Reserve will not exceed the figure stated above and may only be changed if the Seller and the Auctioneers both agree to change it.
- b) If there is no figure stated above then the Reserve will be as agreed between us at least 2 days before the date of the auction (and confirmed by us to you in writing)



11.0 SALE BOARDS

We shall erect a For Sale board at the property (unless prohibited by restrictive covenants or lease covenants) unless otherwise instructed by the Seller.

12.0 MARKETING

The Client consents that details of the Client's property will be circulated to the offices of Cheffins and they will then also be able to offer the Client's property for sale at no extra cost to the Client.

The Client consents that the details of the Client's property may also appear on such property websites and social media pages as seen fit by the Agent.

Yes  No  (Please tick box)

13.0 AUCTION LEGAL PACK

- a) We shall have the right to instruct your solicitors to undertake all local and other searches and provide Special Conditions of Sale and to make all relevant legal documentation available to prospective buyers.
- b) Any information requested from the Sellers Solicitors shall be on behalf of the Seller and the cost shall be the responsibility of the Seller to his solicitors.
- c) The Auctioneers shall not be responsible for interpreting any legal documents relating to the property and such matters will be the responsibility of the Seller and/or the Sellers solicitors.

14.0 DATA PROTECTION

- a) Cheffins will request and use personal information from Clients and, where that personal information is considered to be 'personal data' as defined in the General Data Protection (EU) Regulation 2016/679 (the 'GDPR'), that personal data will be processed according to this clause 14 and our full privacy policy ('Privacy Policy'), a copy of which is available on the Cheffins website at [www.cheffins.co.uk](http://www.cheffins.co.uk). In respect of the personal data of clients processed according to this clause 14, Cheffins will act as a controller.
- b) The personal information collected by Cheffins from a Client may include the Client's name, proof of identity and financial information. Cheffins does not envisage that it will collect 'sensitive personal data' but will seek the client's consent before it does so.
- c) The legal basis on which Cheffins will process personal data will usually be that the processing of personal data is necessary for the performance of a contract to which the Client is a party or in order to take steps at the Client's request prior to entering into a contract. In certain circumstances, Cheffins may also rely on certain other legal justifications for processing personal data, such as consent to the processing (where that consent has been obtained lawfully from the Client), where the processing is necessary for the purposes of the legitimate interests pursued by Cheffins (which will be explained to the client) or where the processing is necessary for compliance with a legal obligation to which Cheffins is subject.
- d) Personal data collected from a client according to this clause 14 may be used for the following purposes:
  - the provision of auction-related services;
  - client administration;
  - marketing;
  - the supply of client services; or
  - as required by law.
- e) Cheffins may send marketing material about its services to the Client where it has obtained the consent of the Client to do so or if the services are similar to those which Cheffins has previously provided to the Client and the Client has been given the opportunity to opt-out of future marketing at the time of the collection of that personal data. On sending the Client electronic marketing material, Cheffins will offer the Client the option of opting out of receiving further electronic marketing material with each such communication. The Client may opt out of receiving marketing material by post by contacting Cheffins' Compliance Officer using the contact details provided below.

- f) For the purposes of providing the services to the Client, Cheffins may share the Clients' personal data with third parties, such as the buyer or seller following an auction or to our partners who provide third party support for our Auctions services, including but not restricted to: LAPMS for Property Auction services and to carry out services as necessary, including but not restricted to: credit and reference providers for referencing mortgage lenders, to help prevent dishonesty and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention; and to relevant solicitors.
- g) Cheffins may be required to share personal data with organisations that are outside of the European Economic Area. Where Cheffins shares personal data in this way it will either do this in order to conclude or perform a contract to which the Client is a party or it will take other appropriate safeguards to protect that personal data. For further information of the appropriate safeguards referred to in this clause please contact the Compliance Officer at Cheffins using the contact details provided below.
- h) The Client has a number of rights under the GDPR, including being able to request a copy of the personal data held about him/her (a 'right of access'). A right of access can usually be exercised without a charge being paid by the Client, unless the requests from the client are manifestly unfounded or excessive. To exercise the right of access the Client should contact the Compliance Officer at Cheffins using the contact details provided below. For further details of the rights available to him/her under the GDPR, the Client should refer to the full Privacy Policy.
- i) Further details of the processing of the client's personal data can be found in the full Privacy Policy.
- j) Further details about the processing of personal data can be obtained from, and queries should be directed to, the Compliance Officer at Cheffins, whose telephone number is 01223 271 973 and whose email address is [privacy@cheffins.co.uk](mailto:privacy@cheffins.co.uk).
- k) Clients should note that telephone calls to Cheffins relating to auction bids may be recorded.

## 15.0 WARRANTIES, LIABILITIES & INDIRECT LOSS

- a) The Auctioneer commits that it will act with reasonable care, in accordance with this Agreement and will not be fraudulent. It is not otherwise responsible to you.
- b) The Auctioneer is liable to you for:
  - any death or personal injury due to its failure to use reasonable skill;
  - any act of fraud by the Auctioneer
- c) The Auctioneer is responsible to you for:
  - any reasonable losses you incur as a direct result of the Auctioneer breaching this Agreement;
  - death or personal injury arising from its failure to use reasonable skill and care;
  - its fraud

The Auctioneer does not have any other liability to you.
- d) Limitation of Liability
  - (i) Unless otherwise agreed by us in writing, our total Liability in respect of any breach of contract or breach of duty, negligence or otherwise ("collectively Liability") shall be limited to £1 million to cover claims of any sort whatsoever made by you (including interest and costs) arising out of, or in connection with each engagement.
  - (ii) We shall have no Liability for (a) any loss of profit, income or anticipated profit, or (b) any indirect loss or damage.
  - (iii) The contract under which you engage us shall be between you and Cheffins alone and it shall be a condition of the contract that you shall not in any circumstances make a claim against any Partner, employee, agent or other representative of Cheffins in connection with the contract or the services that we provide or agree to provide to you.
  - (iv) However, we do not limit (a) our Liability in negligence for death or personal injury or (b) our Liability for fraud, reckless disregard of our professional obligations or otherwise insofar as our Liability cannot be limited.



16.0 MONEY LAUNDERING REGULATIONS

In order to comply with current Money Laundering Regulations, the Auctioneers shall undertake an online check to verify the Clients name and address. In the event that the online check is not possible the Auctioneers require the following information prior to confirmation of acceptance of instructions:

- a) Individual(s)                      a Certified Copy of one item from each of the columns below relating to each individual
- b) Limited Company                      i) Certified Copy of the Company's Certificate Of Corporation  
    ii) Names of the two main Directors of the Company together with a Certified Copy of one item from each of the columns below.
- c) Other (eg Trust)                      please contact the Auctioneers to discuss the required information.

IDENTITY DOCUMENTS

- Current signed passport
- Current UK photo card driving licence
- Current full UK driving licence (old version)
- Residential Permit issued by the Home Office to EU Nationals on sight of their own country passport
- Benefit book or original notification letter from the Benefits Agency confirming the right to benefits address
- Self-employed in the construction industry – tax exemption certificate with photograph of holder (forms C155, C156 or SC60)
- Inland Revenue tax notification
- Firearms certificate

EVIDENCE OF ADDRESS

- Utility Bill issued within the last 3 months (not mobile phone)
- Local Authority tax bill (valid for current year)
- Bank, building society or credit union statement containing current address
- The most recent original mortgage statement from a recognised lender
- Current UK driving licence (if not used for evidence of name)
- Confirmation from the electoral roll that a person of that name lives at that
- Record of home visit

17.0 DISPUTES

All disputes will be referred to the Auctioneer who will determine the dispute at its reasonable discretion