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

AGREEMENT DATE:

AUCTION DATE:

AUCTION VENUE:

PROPERTY ADDRESS:

SELLER(S):

SELLERS ADDRESS:

SELLERS SOLICITORS: at  
(Name and Address)

Mark the corresponding one with an X

ENERGY PERFORMANCE CERTIFICATE(EPC):

Available	Cheffins to Order	Solicitors to Order	Not Applicable

Mark the corresponding one with an X

SALE BOARD:

Required	Not Required

VAT STATUS OF PROPERTY:

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

ENTRY FEE: £0.00 inc VAT

GUIDE PRICE: £35,000-£40,000\*

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.

## 1.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.
  - g. Where required, EPCs, floor plans and photography (including drone footage) will be charged at cost, following completion of instruction.
  - h. Any client monies will be held in the following client money account; Barclays Bank Leicester LE87 2BB, Account Name; Cheffins Client Deposit Property Auction Sort Code; 20-17-68, Account No; 03914062. Cheffins retain exclusive control over the funds in this account in line with the firms Handling Client Money Policy, a copy of which is available on our website or on request.

## 2.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.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.EXTRA SERVICES

By law, the Agent must tell the Client if the Agent or any connected person intends to earn any commission from offering the Client or a buyer other services. If the Agent or any connected person earns money from any of these services the Agent or connected person would keep this commission. The following services will be offered by the Agent or connected persons:

- Financial Services
- Estate Agency services to potential purchasers
- Energy surveyors

## 5.PERSONAL INTEREST

The Agent is required to disclose any personal interest – as defined by Section 21 of the Estate Agents Act 1979 – to any prospective buyer. To enable the Agent to fulfil this obligation the Client is asked to indicate any personal association with the Agent. If the Client is, or thinks they may be, a close relative or a friend or have any business interests with anyone involved with the Agent, the Client should let the Agent know immediately.

Does any such interest exist? Yes  No  (Please tick box)

If the answer is yes, please give details on an additional sheet.

Additional sheet attached? Yes  No  (Please tick box)

## 6. THE CLIENTS' PROPERTIES DETAILS

The property details the Agent has prepared after the Agent's visit are attached to this agreement. If the details are not attached, they will follow shortly. Under the Consumer Protection from Unfair Trading Regulations 2008 and Business Protection from Misleading Marketing Regulations 2008, anything the Agent says or prints about the Property, as the Client's estate agent must be a provable fact. It is very important that the Client reads these details carefully and lets the Agent know if there is anything that the Client thinks the Agent should have included or that is wrong. Please remember that the Agent cannot say anything about the Property that the Agent cannot prove. For example, the Agent cannot say that a home has cavity-wall insulation when there are no guarantees or invoices to show that the work was done. Any alterations the Client might want to make must meet the requirements of the law. In all cases, the final decision will rest with the Agent.

## 7.ACCESS TO PREMISES

If the Agent holds the keys to the Property, the Agent must accompany any viewings of the Property, unless the Agent and Client agree otherwise in writing. If the Agent is arranging for someone to view an occupied property, the Agent must agree the arrangements with the occupier beforehand.

It is the Agent's usual practice to release the keys to certain professionals who require access, such as surveyors acting on behalf of purchasers. In order to avoid delaying the sale, once the Agent has established their identity, they are permitted to inspect the Property unaccompanied. Please advise the Agent immediately if this is NOT acceptable to the Client. The Agent will continue to seek the Client's permission to allow unaccompanied visits by any other third parties such as trades people or representatives of any utility companies.

## 8.ENERGY PERFORMANCE CERTIFICATE

It is a legal requirement that all properties marketed should have a current Energy Performance Certificate (EPC). The EPC must be produced by an accredited assessor. We are able to arrange this on your behalf or you may instruct your own assessor if preferred. Please note some properties are exempt from this requirement, we will advise if your property is exempt.

## 9.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.

## 10.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 their option to tax unless otherwise specified in the Special Conditions of Sale.
- d. Where the Seller elects to exercise their option to tax in the Special Conditions of Sale the Auctioneers shall have the right to make any announcements to publicise the Sellers intention.

## 11.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.

## 12.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](http://www.cheffins.co.uk).
- b. The upper limit of any Proxy Bids received by the Auctioneers will not be disclosed to the Seller.

### 13. 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.

### 14. CONDUCT OF AUCTION

- a. The property will be offered for sale and the auction conducted in accordance with the RICS Common Auction Conditions (4<sup>th</sup> Edition) 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.

### 15. 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)

### 16. SALE BOARDS

The Agent asks permission to erect a For Sale board at the Property to assist in the marketing of the Property. Any such board will comply with the Town and Country Planning (Control of Advertisements) Regulations 1992 as amended.

### 17. 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 platforms as seen fit by the Agent.

Websites	Yes <input type="checkbox"/>	No <input type="checkbox"/>	(Please tick box)
Social Media	Yes <input type="checkbox"/>	No <input type="checkbox"/>	(Please tick box)
Press / Publications	Yes <input type="checkbox"/>	No <input type="checkbox"/>	(Please tick box)

### 18. 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 their 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.

### 19. GENERAL DATA PROTECTION ACT AND PRIVACY POLICY

- a. Cheffins will act as Data Controller relevant to the details that you provide during the property sale. If you are also looking to purchase a property and have provided us with the details of your search criteria, we will keep you informed of the properties we are marketing for sale. We may also keep you informed from time to time of our products and services. If you would prefer not to receive such information from us, please write to our Compliance Officer at 1-2 Clifton Road, Cambridge, CB1 7EA or email us at [privacy@cheffins.co.uk](mailto:privacy@cheffins.co.uk).
- b. Some of our IT software and other services are provided by third parties who act as a Data Processors on our behalf.
- c. Cheffins will not, under any circumstances pass your personal details to a third party for marketing purposes without your express consent to do so.
- d. You may request, in writing, that we send you a copy of the details held by us about you.
- e. Clients should note the telephone calls to Cheffins relating to auction bids may be recorded.
- f. Full details of our compliance with data protection are contained within our privacy policy which can be viewed at our website <https://www.cheffins.co.uk/privacy-notice>.
- g. Any 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).

## 20. 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.

## 21.MONEY LAUNDERING REGULATIONS

Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Cheffins are legally required to verify the identity of all beneficial owners of the property being placed in the auction, and to undertake a risk assessment on the proposed transaction.

You will be contacted to provide the required information and confirm that you will supply Cheffins with original or certified copies of all such required identity documentation and authorise Cheffins to carry out online identity checks as part of anti-money laundering compliance.

If you do not provide us with, by any stated deadline, or we are not satisfied with any of the information received from you, we may refuse to accept your Property for sale in our Auction.

## 22.DISPUTES

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

## 23. COMPLAINTS PROCEDURE

Cheffins are regulated by the RICS and abide by their strict code of conduct which includes a complaints procedure.

Should you have any issues with Cheffins's service which you are unable to resolve with the representative involved, you should write to our Compliance Officer at the 1-2 Clifton Road, Cambridge, CB1 7EA address or email us at [complaints@cheffins.co.uk](mailto:complaints@cheffins.co.uk). This complaint will be acknowledged within 3 working days of receipt, a copy of our complaint procedure provided, and an investigation undertaken.

A formal written outcome of the investigation will be sent to you in line with that procedure.

We are members of The Property Ombudsman Scheme. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman Scheme, if you have registered a complaint and they ask for it. You also agree that we may disclose your contact details to The Property Ombudsman Scheme if they ask for it, to assist in their monitoring of our compliance.