

## National Residential Property Auctions



# Online Bidding Terms & Conditions

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Find your perfect property at an amazing price



**IMPORTANT:** These terms and conditions apply to all Online Bidding and associated Property Sales conducted by, or in conjunction with, The Online National Residential Estate Agency Ltd and its Estate Agent Partners.

National Residential is a trading name of The Online National Residential Estate Agency Ltd of 1 Hunters Walk, Canal Street, Chester CH1 4EB registered with Companies House with number 06421548.

**Summary** - Please see the full terms and conditions below for a detailed explanation

- National Residential is acting under instruction from its Client, the Vendor, to achieve a Quick Sale and Best Price for their Property within approximately 28 Days. We are authorised by the Vendor to instruct local Estate Agents to market their Property, and to accept or refuse bids, and to manage the Online Bidding and Property Sale on their behalf.
- The Vendor has advised us of their minimum Reserve Price\* (which we are obliged to keep confidential) and has provided us with instructions and authorisation not to forward to them any bids that do not achieve their Reserve Price before the end of Online Bidding.
- We start the Online Bidding at an Offers Over Guide Price\*. The Vendor is looking for us to achieve the best price possible price above the Offers Over starting price for their property within the timescale of Online Bidding. However, Vendors may also be willing to accept an offer lower than their stated Reserve Price at the end of the Online bidding in return for a Purchaser being able to deliver a certain Fast Completion within a maximum timescale of 56 Days from their successful offer/bid being accepted.
- ONLINE BIDDING finishes at 19:00hrs on the date specified. However, if we receive 2 or more bids in the final 10 minutes, online bidding will continue to be extended by further multiples of 10 minutes until there are no further bids for a 10-minute period. Once there have been no further bids for a 10-minute period, online bidding will then stop.
- Online bidding may also be extended, shortened or cancelled at our (and the Vendors) sole discretion and for any reason and neither National Residential nor the Vendor will accept any liability in such circumstances.
- Furthermore, the highest Final Bid shown online when the online bidding ends does not necessarily win the bid. This is because: →

Many Buyers bid through several channels including: online bidding; by email; by phone; and through other local estate agents. Therefore, all online bidders and other interested Buyers will be contacted by phone following the conclusion to online bidding to confirm and qualify their bids. →

During this qualifying period usually lasting 24-48 hours following the conclusion of online bidding, all Buyers will be given the opportunity to increase their bids to ensure we ensure we achieve best price for the Vendor. →

Some Buyers might also reduce their bid or withdraw their bid altogether and therefore the property may sell for a lower price than indicated by the displayed final online bid. →

In addition, the Vendor may choose to take a lower cash offer versus a higher mortgage offer because certainty of a quick cash sale may be more important to them than a higher mortgage offer price.

- The Vendor (and National Residential under its Clients' instructions) has the absolute right as per their discretion to accept or refuse any offer or bid to achieve quick sale of the Property.
- All highest bidders must provide proof of funds; pay a Non-Refundable Holding Deposit (of 1% or minimum £1000) and sign a Purchasers Agreement before their final offer is accepted.
- If a Buyer withdraws from completing their purchase or attempts to reduce their purchase price before completion the Buyer risks losing their Holding Deposit.
- The Holding Deposit is only absolutely fully refundable in the specific in circumstances where the Vendor withdraws from the sale or is unable to complete for any reason.
- However, there may be additional circumstances, specific to a particular property, under which National Residential may agree to refund a Holding Deposit to the Buyer. Please refer to Clause 4.3 below.
- By registering to participate in a National Residential sale via Online Bidding, you expressly agree to these terms and conditions.
- These Online Bidding Terms and Conditions are supplemental, meaning that they shall apply in addition to the general Conditions of Sale and other terms and conditions applicable to bidders and Buyers participating in the subject Sale (collectively, the "Bid Conditions") and shall be deemed incorporated by reference and made a part of the Bid Conditions for such Sale.

## Terms & Conditions

### 1. REGISTRATION

1.1) Before you can bid via Online Bidding, you must register to bid.

1.2) You can register to bid by:

1.2.1) Calling our Sales Team on 0800 6123694 or 01244 757152

1.2.2) Placing a "Maximum Bid" online for a specific Property in a live Online Bidding Sale. You will need to enter your "Mobile Number" and your "Name". You will then need to enter the 5 digit code sent to your mobile to complete your registration.

1.3) Once you have registered you should keep your account details strictly confidential and you must not permit any third party to use or access your account on your behalf or otherwise. You may be liable for any and all bids made via your account once they are accepted by "National Residential" on behalf of the Vendor.

### 2. ONLINE BIDDING PROCESS

2.1) Once you have successfully registered for Online Bidding, and after you have viewed a Property, you will be eligible to bid for that Property. We will not accept bids from Buyers who have not viewed a Property they wish to bid on. You can bid on a Property by either telephoning us with your bid (by calling our Sales Team on 0800 6123694 or 01244 757152), or by bidding online at our website ([www.national-residential.co.uk](http://www.national-residential.co.uk)) or on your Smartphone (you will be sent a link to the property mobile page by text).

2.2) You can bid online by entering your "Maximum Bid" along with your "Mobile Number" and then clicking on the "Place Your Bid" button. You can only bid online if you provide a valid mobile number so we can confirm your bid by SMS and match your bid with your registered identity. If you do not have a mobile number you must telephone us with your bid.

2.3) Automatic Bidding - entering your "Maximum Bid". The "Current Bid" and "Time Left" for the Online Bidding will be displayed on your screen during the Online Bidding. While the Online Bidding is still live, you can make a higher incremental bid online by entering your "Maximum Bid". Our "Maximum Bid" (also called automatic bidding) system makes bidding convenient so you don't have to keep coming back to re-bid every time someone places another higher bid.

2.3.1) How Maximum Bidding (or automatic bidding), works:

2.3.1.1) When you place a bid, you enter the maximum amount you're willing to pay for the Property. The Vendor and other bidders will not know your Maximum Bid.

2.3.1.2) As other Buyers bid, we place bids on your behalf using the automatic bid minimum increment amount (see table below), up to and not exceeding the amount of your Maximum Bid.

2.3.1.3) We only increase your bid only as much as necessary to make sure that you remain the highest bidder (by the minimum bid increment as detailed in the table below which varies depending on the starting price value of the property and the stage of the bidding).

2.3.1.4) If another Buyer places the same Maximum Bid or higher, we notify you by SMS so you can place another bid. Your Maximum Bid is kept confidential until it is exceeded by another bidder.

2.3.1.5) If you wish to bid less than the incremental bid specified in the table you must telephone us with your bid.

<b>Starting Offers Over Price</b>	<b>Minimum Bid</b>	<b>7-2 days left to bid</b>	<b>Last day of bidding</b> (Online bidding closes 19:00hrs)
£0 – £101,999	+\$1,000	+\$1,000	+\$500
£102,000 - £299,999	+\$2,000	+\$1,000	+\$500
£300,000 - £999,999	+\$5,000	+\$2,000	+\$1,000
>£1,000,000	+\$10,000	+\$5,000	+\$2,000

2.3.1.6) You will not be able to place a Maximum Bid online that is more than 20% above the current highest bid. This is to protect other Buyers from false and/or excessive bids driving up bids illegitimately.

2.3.1.7) If you wish to make a Maximum Bid that is more than 20% above the current highest bid (e.g. to offer a high price to take the property off market immediately and before the end of Online bidding) you must telephone us with your bid.

2.3.1.8) ONLINE BIDDING finishes at 19:00hrs on the date specified. However, if we receive 2 or more bids in the final 10 minutes, online bidding will continue to be extended by further multiples of 10 minutes until there are no further bids for a 10-minute period. Once there have been no further bids for a 10-minute period, online bidding will then stop.

2.4) In the event of a tie between a bid placed by you online and any other identical bid(s) (including bids made through the local estate agent, in person at the Online Bidding, or by telephone or email), it will be at the discretion of the Vendor and “National Residential” (under the Vendors instructions) as to which bid shall be accepted.

2.5) “National Residential” reserves the right to reject a registration to bid online, withdraw its permission for you to use Online Bidding, or terminate an Online Bidding account, for any reason at any time prior to, during or after a Sale.

### 3. LIMITATIONS OF ONLINE BIDDING

Buyers are advised not to solely rely on Online bidding alone as the highest bid showing online may not be the current highest bid and nor may it become the final winning bid. Reasons for this include (but are not limited to):

3.1) Some Buyers do not use online bidding and place their bids via several other means including: by email, by telephone and through local estate agents. Therefore, all interested Buyers and local estate agents will be contacted by us by telephone to confirm we have received all bids and to qualify these bids AND these bids may not be showing online before final best offers are accepted.

3.2) Our primary objective is to obtain the very best price for the Vendor's and so we continue to contact all Buyers by phone during this qualifying period (usually lasting just 24-48 hours) to give Buyers every opportunity to increase their bids until we are certain we have obtained the best price for the Vendor.

3.3) We must financially qualify the winning Buyer and they must pay a Holding Deposit to have their bid accepted and to have the property reserved for them and removed from market. Therefore, some bids may be rejected or Buyers may withdraw their bids because they delay or decline to pay the Holding Deposit.

3.4) If a winning Buyer delays paying their Holding Deposit, the property will remain on market and other Buyers may telephone with a higher offer which could be accepted by us and/or the Vendor. The Vendor may also accept a lower bid if the winning Buyer delays paying their Holding Deposit.

3.5) Buyers withdraw their bids but fail to tell us.

3.6) The Vendor may choose to accept a lower cash offer versus a higher mortgage offer. Certainty of a quick cash sale may be more important to Vendors than a higher price if it is from a Buyer who requires a mortgage to proceed.

3.7) A Buyer may offer a significant higher price in return for a Property being taken off market quickly and earlier than the specified Online Bidding end date. Unless other Buyers have registered a bid and/or made it known to us that they're intending to bid on a Property then we may not make these Buyers aware that the Property is being taken off market early. All Buyers are therefore strongly advised to make a bid and telephone us and make it known to us if they wish to be advised should this event occur.

### 4. HOLDING DEPOSITS

4.1) Should you be the winning bidder, you must pay a £1000 or 1% (whichever is the greater) non-refundable "Holding Deposit" to "National Residential" within 24 hours of your bid being accepted. The Holding Deposit is not an additional cost and will be credited towards the Purchase Price on completion.

4.2) This Holding Deposit is fully refundable should the Vendor decide to withdraw or is unable to complete the sale of the Property for any reason.

4.3) There may be additional circumstances, specific to a particularly property, under which National Residential may agree to refund a Holding Deposit to the Buyer. The details of any such circumstances must be agreed and

confirmed by National Residential by email to the Buyer before the Buyer pays their Holding Deposit. These circumstances could include:

- (i) Serious structural problems identified by a qualified structural surveyor that cause the property to be unmortgageable. These include problems such as subsidence, ongoing movement, or Japanese Knotweed.

**Please note:** that should a 'potential' structural issue be identified by RICS or Home Buyers Report surveyor carrying out a summary condition survey for the Buyer or for a mortgage lender then the Buyer will agree to instruct a fully qualified Chartered Surveyor to confirm whether the potential problem exists or not. Furthermore, if the Seller is willing and able to remedy such issues to the satisfaction of the Chartered Surveyor and/or mortgage lender, the Buyer will be expected to accept such remedy and to complete their purchase in default of which Buyer will lose their Deposit.

- (ii) Problems arising with Land Registry Title; Lease; and/or Local Searches that cannot be reasonably rectified by the Seller's conveyancer or reasonably mitigated by way of a commercially available insurance policy or reasonably compensated through an agreed reduction in the price the Buyer is paying for the Property.

**Please note:** that should an issue be identified during the conveyancing process, and that issue can be fully resolved through or a commercial indemnity policy can be obtained by the seller's solicitor to protect against loss arising from the problem, the Buyer will be expected to accept the use of this indemnity policy and to complete their purchase in default of which the Buyer will lose their Deposit.

4.4) Unless as agreed in Clause 4.3, the Holding Deposit is non-refundable under all other circumstances and "National Residential" shall pay this Holding Deposit to the Vendor in the following circumstances, whichever occurs sooner:

- (i) if you notify us of or we reasonably believe that you will fail to complete or you seek to delay your completion beyond the 56 days;
- (ii) you attempt to reduce your Purchase Price after the Sale is agreed; or
- (iii) on completion of the purchase

4.5) All properties will remain on market until we receive the Holding Deposit. If you delay paying the Holding Deposit you run the risk of another higher bid being made. We are obliged to put all bids to the Vendor until such time as the Vendor has agreed to remove the Property from the market AND Vendors will only agree to remove the Property from the market when there are no more bids and the winning Buyer has paid a Holding Deposit has also been financially qualified.

4.6) There are circumstances which may result in us receiving two or more Holding Deposits. These include:

- 4.6.1) A Buyer pays their Holding Deposit but we receive higher bid or bids during the financial qualification process (usually lasting 48 hours). We are obliged to pass any higher offers to the Vendor during this period



but before we do so, we will ask the Buyer(s) with the higher bid(s) to also pay a Holding Deposit to ensure their bid(s) is genuine. Please note this may result in extending the bidding between the specific Buyers who we have each paid a Holding Deposit. We will immediately refund Holding Deposits to the unsuccessful Buyers after bidding has finally been concluded in this situation only.

4.6.2) Should we have two or more Buyers continuing to bid for a property after online bidding has ended, we may request that these Buyers pay a Holding Deposit to ensure their bids are legitimate. This protects Buyers from being pressed by illegitimate Buyers into making unnecessary higher bids. This procedure may result in us receiving Holding Deposits from more than one Buyer while the bidding continues. However, we will refund all Holding Deposits immediately to the unsuccessful Buyers after the bidding is finally concluded in this situation only.

4.6.3) A Buyer offers a significantly higher bid and requests the property is removed from market before the end of online bidding. We will ask this Buyer to pay a Holding Deposit before we will put this bid to the Vendor. We will also notify all other Buyers of this bid and should any Buyers wish to place a higher bid we will also request they too pay a Holding Deposit. This may have the result of receiving two or more Holding Deposits until the bidding is finally concluded. We will refund all Holding Deposits immediately to the unsuccessful Buyers after the bidding is finally concluded in this situation only.

4.7) If you do not complete in the 56-day timescale your Holding Deposit is at risk and you may lose it. If you delay beyond 56 days but the Vendor agrees to continue to allow you time to complete your purchase, you may lose your Holding Deposit as a pre-estimate of losses caused by your delay and be required to pay an additional amount of £1000 or 1% (as determined in the purchaser agreement) to complete the sale. However, delays may also result in the Property being sold to another Buyer in which case you will forfeit your Holding Deposit in full.

4.8) We request that all Buyers must be in a position to complete within 56 days. However, there may be circumstances where the Vendor requires more time to resolve issues required by the Buyers conveyance so completion can take place. In such circumstances, the Buyer will agree to extend from 56 days for a reasonable time period up to a maximum of 112 days to enable completion to take place. Such circumstances include but are not limited to:

- (i) Tenant Evictions: where a Buyer has agreed to purchase a property currently tenanted and the Buyer requires vacant possession. The eviction of the tenants through a Section 8 or Section 21 or otherwise process may take more time.
- (ii) Leasehold properties where the Buyer has requested that the lease is extended before completion and the Vendor is in communication with the Freeholder to extend their lease.
- (iii) Other issues relating to matters such as; probate, divorce, land registry title/plan errors, planning consent & building regulations.

4.9) If you do not agree with our decision not to refund your Holding Deposit you have 14 days to appeal our decision. Please also see our Complaints Procedure (section 9).



## 5. AFTER THE SALE

5.1) "National Residential" shall telephone you and send you a confirmation email along with a Purchasers Agreement once your bid is accepted. However, to find out if you have been successful in your bidding, you must call "National Residential" on 01244 341066 after the Online Bidding ends.

5.2) If you submit successful bid being from your Online Bidding account, and subject to receiving a confirmation email from "National Residential", winning bidders agree to pay the £1000 or 1% of the total purchase price (whichever is greater as "Holding Deposit") and also return a signed "Purchasers Agreement".

5.3) Your bid shall only become binding and the Property removed from the market once;

- (i) the Vendor has accepted your bid;
- (ii) you have paid your Holding Deposit,
- (iii) you have returned your signed Purchasers Agreement; and,
- (iv) you have received a confirmation email from "National Residential" that you are the successful winning bidder.

5.4) You acknowledge that you are bidding on a Property to achieve a Quick Sale and you must therefore use your best endeavours to achieve a quick completion within 56 days of your bid being accepted. You must instruct your solicitor and pay for searches and surveys (if you are having them) within 48 hours of your bid being accepted and you must advise your solicitor of the importance of completing your purchase within the 56 day timeframe.

## 6. USE OF THE ONLINE BIDDING SERVICE AND LIMITATIONS OF NATIONAL RESIDENTIAL LIABILITY

6.1) If you choose to use the Online Bidding service, you do so entirely at your own risk. Access to and use of Online Bidding is dependent upon, among other things, the availability of the internet and the speed and quality of internet connections.

6.2) The content displayed via the Online Bidding service may contain inaccuracies and typographical errors and we do not warrant the accuracy or completeness of the content or that any defects will be corrected. Any reliance on any such content, advice, statement, or other information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Online Bidding service and to make any changes to the features, functionality or content of the Online Bidding service at any time.

6.3) Access to the Online Bidding service is made available as a convenience and we reserve the right to suspend or terminate any aspect or feature of the Online Bidding service (including the Online Bidding service in its entirety) at any time, with or without notice. We may also suspend access to Online Bidding to carry out scheduled or unscheduled maintenance or for any other reason at any time without notice.

6.4) We accept no liability for any loss, expense, or damage caused by any failure or delay in executing Bids or any errors contained in Bids placed via the Online Bidding service.

6.5) "National Residential" and its suppliers provide the Online Bidding service and the National Residential website ([www.national-residential.co.uk](http://www.national-residential.co.uk)) "as is" and without any warranty or condition, expressed, implied or statutory. We accept no liability for any failures, delays or errors caused by interruptions in the availability of the Online Bidding service or our website or any errors or defects in their content or functionality, any software and/or hardware defects (whether yours or ours) and/or any internet connection problems (whether yours or ours), and we do not represent or warrant that the Online Bidding Service or the website will be error-free, free of viruses or other harmful components, or that any defects will be corrected.

6.6) Maintaining the security of your online account on the Online Bidding service is your responsibility. We advise you to change the password regularly, use a different password than the one you use for other systems, use a complex password, and ensure that you do not write the password down or give it to anyone else. We will assume that any person making bids using your account on the Online Bidding service is acting with your full authority and on your behalf.

## **7. CHANGES TO THESE TERMS AND CONDITIONS**

We may from time to time make changes to these terms and conditions. Any changes will be posted on our website and we will use reasonable endeavours to notify you of the change by means of a notice and link to the revised terms on our website. Please review these terms and conditions regularly to ensure you are aware of any changes made by us. If you use Online Bidding after changes have been made and posted, you shall be deemed to have agreed to such changes. If you do not agree to such changes, you should not make any subsequent use of the Online Bidding service.

## **8. GOVERNING LAW, ETC.**

These Online Bidding Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales that govern the general Bid Conditions in respect of the applicable Online Bidding as specified therein, and by the other terms and conditions as are set forth in such Bid Conditions. This agreement constitutes the whole agreement between the parties and supersedes any previous arrangement or understanding

## **9. COMPLAINTS PROCEDURE**

We have an internal complaints procedure, details of which are available upon request by emailing: [info@national-residential.co.uk](mailto:info@national-residential.co.uk) and by calling 01244 341066. We are also a member of the Property Ombudsman's Redress Scheme (<http://www.tpos.co.uk/>) should you feel it necessary to continue with your complaint. By entering into this agreement you agree that if the Ombudsman asks for information about any aspect of our dealings with you we can provide the information; whether that be in relation to a complaint, or their monitoring process. A copy of their Code of Practice and the Consumer Guide is available from [www.tpos.co.uk](http://www.tpos.co.uk)

## **10. DEFINITIONS & INTERPRETATION**

References herein to "you" means the person or entity registering to bid or bidding in a Sale via the Online Bidding service and "your" and "yours" should be construed accordingly.

References herein to "we" and "us" mean National Residential and "our" and "ours" should be construed accordingly.

**\*OFFERS OVER GUIDE PRICE & RESERVE PRICE INFORMATION** - Guide Prices are provided as an indication of each Vendor's minimum expectations. They are not necessarily figures which a property will sell for and may change at any time prior to the end of the Online Bidding and Property Sale. Each property will be offered subject to a Reserve Price set at no more than 10% (or no more than £15,000 for properties with a Reserve Price less than £150,000) above the 'Offers Over Guide Price'. We will not agree to sell the property at a figure below the Reserve Price during the Online Bidding.