KIVELLS

# CONDITIONS OF SALE

## 1. Conditions of Sale

The attention of Prospective Buyers is drawn to the Conditions of Sale relating to any property to be sold. Buyers should note that the Conditions of Sale relating to a particular property may be obtained from Kivells website or the Seller's legal advisers. Prospective Buyers should note that there may be additions or amendments to the Particulars or Conditions of Sale. An Addendum relating to these amendments will be available at the Auction. The Addendum will be attached to the sale Contract and form part of the Contract for Sale. Buyers will be deemed to have read and considered the Particulars, Conditions and Addendum and have full knowledge of these and all documents and other matters referred to. Prospective Buyers are strongly advised to consult their legal advisers in respect of the matters referred to in this paragraph.

## 2. Particulars of Sale

Prospective Buyers are advised to check the Particulars of any property to ensure that they are satisfied as to the accuracy of all measurements, areas, details of leases, planning permission and all other matters subject to which the property is sold or has the benefit of. This should be done by making an inspection of the Property and by making all necessary enquiries with the Seller's professional advisers. The Prospective Buyer should also make all necessary searches and enquiries of appropriate authorities including local authorities. All measurements and areas referred to in the Particulars are approximate only. Prospective Buyers shall be deemed to have inspected the relevant property and to have made all necessary and appropriate enquiries and searches.

## 3. Sale of Property

Buyers should note that a legally enforceable Contract of Sale of the relevant property arises as soon as it has been "knocked down" to the Buyer at the Auction. On a property being sold, the successful bidder will be given a Buyer's slip by Kivells. The bidder must complete the Buyer's slip with the required information and pay the required deposit. In default of such information being provided at once Kivells will be entitled to re-submit the property for sale and may treat the Buyer as being in breach of Contract. Such action will be taken without prejudice to any claim there may be against the Buyer for breach of Contract. Before the end of the Auction, the successful bidder should arrange for the Memorandum of Sale to be signed by or on behalf of the Buyer. Unless the Seller agrees otherwise the property will only be transferred to the Buyer named in the Buyer's Slip and Memorandum of Sale completed by the successful bidder. Specific Buyers must be named. Properties cannot be transferred to an un-named 'nominee' or 'agent'. In relation to insurance, the Buyer should refer to the Special Conditions of Sale and Common Auction Conditions.

## 4. Inspection

Inspection of properties can be made by prior arrangement and with the consent of Kivells and Vendor. Only Kivells should be appropriate arrangements. All inspections are undertaken by interested parties at their own risk, and the Auctioneers / Kivells accept no liability in this regard.

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## 5. Structure, Contamination & Equipment

Prospective Buyers are strongly advised to consult their professional advisers in respect of the structure and possible contamination or pollution of any property to be sold. If necessary, a full structural and environmental survey should be carried out by a professional, qualified person. No representation, warranty or undertaking whatsoever is made or intended to be made in respect to:

(a) the state of the structure of any property or the working condition of any fixtures fittings, heating systems, appliances or other items expressed to be included in the sale of any property. the type of structure or whether such structure is adequate or properly constructed or otherwise whatsoever in relation to the state of repair or suitability of such structure or the fixtures fittings or other equipment thereon.

(b) whether or not there is any contamination or pollution in relation to the property to be sold or any other property in the neighbourhood.

(c) whether or not it complies with any legislation relating to the environment or contamination, pollution.

## 6. Prior Sales

Prospective Buyers are strongly advised that they should contact Kivells on the morning of the Auction to enquire whether a particular lot will be offered for sale at Auction or whether it has been withdrawn or sold. Neither Kivells nor the Seller will be responsible for any losses or abortive costs incurred by Prospective Buyer's in respect of Lots which are either withdrawn or sold prior to the Auction.

## 7. Deposit

At the fall of the gavel the contract is legally binding and a 10% deposit (subject to a minimum fee of £5,000) will be required to be paid by the successful bidder. The deposit has to be paid to Kivells as auctioneers and can only be paid in the form of a cheque or bank transfer. This deposit is also payable for all lots that are sold prior to auction. ALL bidders must only bid if they can make this payment. Cheques must be drawn on a bank or branch of a bank in the United Kingdom, any other cheques may be rejected, and it will be the responsibility of the purchaser to ensure they have the correct method of payment available at each auction.

## 8. Additional Costs/Buyer's Fees

We recommend that you always check the Special Conditions of Sale/Contract documents in the Auction Pack relating to each property so that you are aware of any additional costs involved.

## 9 Anti Money Laundering Requirements

All bidders are required to pre-register prior to the auction, as part of the registration process an Anti Money Laundering check will be conducted on all bidders.

The Anti Money Laundering check provides step by step instructions throughout the process.

Please note, AML checks cannot be completed on the day of the auction, and this requirement applies to ALL bidders.

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## 10. Buyer's Solicitor Details

Bidders are advised to ensure they have details of their solicitor at the auction to ensure a smooth transaction as these will be requested by Kivells when signing the auction contract immediately after the sale.

## 11. Additional Costs/Buyer's Fee Premium

We recommend that you always check the Special Conditions of Sale/Contract documents in the Auction Pack relating to each property so that you are aware of any additional costs involved.

## 12. Completion

Completion date is 28 days from the date of the contract unless specifically stated in the Special Conditions of Sale.

## 13. Please Note

You will NOT be entitled to KEYS or access to vacant properties until completion of the sale. If access is required, it may be arranged through our offices with the permission of the seller. Once we are advised by the seller's solicitors that completion has occurred, the keys will be available for collection at our offices or the local key holder. If arrangements are made to post the keys, Kivells take no responsibility for their delivery. Once the sale commences, we do not entertain questions, and if in doubt, or if any question is still outstanding, or you are not fully satisfied with the information you have, then our advice to you is not to bid.