

Important Notices for online auctions

FOR BIDDING REGISTRATION & FURTHER INFORMATION PLEASE REFER TO THE 'ONLINE AUCTIONS BUYING GUIDE' AVAILABLE ON OUR WEBSITE

A. Prior to Bidding

1. You will be deemed to have read and understood the Special Conditions of Sale, the Common Auction Conditions of Sale [4th edition] as amended for online auctions, and/or the General Conditions of Sale, which are available from the auctioneers website, for each Lot upon which you intend to bid.
2. Prospective purchasers are advised to check the Special and General Conditions of sale on each property so that they are aware of any additional costs.
3. Please consult with professional legal and property advisers prior to bidding.
4. You will be deemed to have inspected the relevant property and made all useful and necessary searches and enquiries with all relevant authorities.
5. Please verify any accommodation, dimensions and areas relating to properties upon which you intend to bid. All dimensions and areas mentioned are approximate and for guidance only.
6. All viewings are at the discretion of the vendor and/or their agents. Viewings start at the scheduled times lasting for approx 20-30 minutes. The representative cannot wait for latecomers. Viewers should check the availability of properties prior to commencing their journey. Harman Healy will not be responsible for any abortive costs. Viewings are undertaken at the risk of prospective buyers, neither Harman Healy, our clients or the local agent take responsibility for any accidents, losses or injury whilst viewing the property.
7. Where appropriate, please arrange for a structural survey by a qualified building surveyor. No representation or warranty is made or intended, either by any marketing material or through any other means, by the auctioneers regarding any aspect of the property to be offered.
8. Any plans, photographs or videos published on our website or any marketing material are for your convenience only and do not form part of any contract. This also applies to any arrows on photographs or plans.
9. *Guide price definition* – Guide prices are provided as an indication of the seller's current minimum acceptable price at auction. They are not necessarily figures that a property will sell for, and may change at any time prior to the auction. The guide price may not be the minimum sale price, which can be higher or lower.
Reserve price definition – The reserve price is the minimum acceptable price under the hammer, which remains confidential, and may change at any time prior to the auction. Unless otherwise stated, each property will be sold subject to a reserve. The reserve is expected to be set no more than 10% above a fixed figure guide price, or within a guide price range.
10. We do our best to bring to your attention all matters that affect the value of the properties offered. However, we cannot be held responsible for matters beyond our knowledge. Therefore, you must make and rely upon your own investigations. You must not infer that our silence on a matter means that said matter must not exist.
11. The auctioneers cannot be held responsible for the fact that some lots may be withdrawn or sold prior to the auction.

12. Where we are selling on behalf of mortgagees in possession, the original vendors or third parties were not necessarily available to verify the condition of the structure and fittings. You are deemed to have made your own inspection and to satisfy yourself as to the condition of the property as no warranty can be given, nor responsibility accepted.

B. The Auction

1. The legal packs, as supplied by the vendors' solicitors, are available for perusal on our website. We make no warranty as to the completeness or correctness of any legal pack on display. We recommend that you verify the content of the legal pack with your solicitor prior to bidding.
2. You will be deemed to have read and understood the addendum, which the auctioneers will publish and add to the legal packs on the day before the auction. Any addenda will form part of the sale contract.
3. Unless otherwise stated, all properties will be offered subject to a reserve price, which will not normally be disclosed.
4. We reserve the right to regulate the bidding and to refuse any bid without being required to explain why.
5. You will be the purchaser if you are the final bidder, subject to the reserve price being met or exceeded, prior to the fall of the auctioneer's hammer. No bids can be accepted, nor may a successful bid be retracted, after the fall of the hammer.
6. On properties where there is a reserve, we reserve the right to bid on behalf of the vendor or his agent.
7. If you want your bid to be accepted you must already be set up as a registered bidder in accordance with the terms set out in the Online Auctions Buying Guide. Once bidding commences it is your responsibility to bid. Do not leave your bid until too late.
8. The deposit will be the highest of 10% of the purchase price or £3,000. The balance of the deposit is payable by bank transfer by 12noon the first working day after the auction day.
9. You will be required to pay us an administrative charge of £1,000 Incl VAT upon exchange of contracts.

10. You will be held personally responsible and liable upon making an accepted bid even though you may purport to act as an agent for a principal and even if they purport to ascribe to you representative capacity, so that your liability under the contract shall be joint and several.
11. In the event of there being a dispute in respect of the highest bid, the auctioneers may at their discretion re-offer the property. However, the auctioneers decision is final.

C. After the Auction

1. If you were an underbidder, we recommend you inform us of this fact.
2. We reserve the right to re-offer a property in the event that the above notices are not adhered to.
3. The purchaser will not be granted access to the property until after completion of the sale.
4. Please note that any sitex security shuttering will not form part of the sale and therefore the purchaser will have to make their own arrangements.

Please note:

An administration charge of £1,000 incl VAT is applicable upon exchange of contracts.