



**CONDITIONAL AUCTION  
TERMS AND CONDITIONS  
(ENGLAND)**

Yopa Online Auctions (Genle Ltd)  
powered by GOTO Auctions  
Registered number: 9790404

Registered office: The Hall Barn, Church Lane, Lewknor, Watlington, United Kingdom, OX49 5TP

## 1. Introduction to these Terms

- 1.1. These Conditional Auction Terms and Conditions apply to all dealings in respect of the Services between Yopa Online Auctions provided by GOTO Auctions (Genle Ltd) (registered number 9790404) whose registered office is at The Hall Barn, Church Lane, Lewknor, Watlington, United Kingdom, OX49 5TP, and anyone who submits a bid at an Auction, wins an Auction, or sells a Property at an Auction.
- 1.2. By creating an Account You agree with these Terms.
- 1.3. These Terms must be read in conjunction with the Property description and all other documents applicable to a particular Property.
- 1.4. These Terms apply to Conditional Auctions concerning Properties in England. If You are purchasing a Property which is outside of England or sold by unconditional terms please refer to the additional terms and conditions included in the Property description and documents section Online before bidding.

## 2. Definitions

- 2.1. The following words and expressions shall, unless the context otherwise requires, have the meanings respectively set opposite them below:

|                                     |  |
|-------------------------------------|--|
| <b>Account</b>                      | an account created by a user for use of the Auctioneer's digital platform for the sale of Properties by Auction;   |
| <b>Auction</b>                      | any conditional auction advertised Online or in the Catalogue;   |
| <b>Auctioneers</b>                  | the auctioneers of the Auction who in this case are Yopa Online Auctions powered by GOTO Auctions (Genle Ltd);   |
| <b>Bidder</b>                       | anyone who bids at an Auction;   |
| <b>Business Day</b>                 | any day except (a) a Saturday or a Sunday, (b) a bank holiday in England and Wales;  |
| <b>Buyer</b>                        | the person who makes a Successful Bid to buy the Property or, if applicable, that person's agents or personal representatives, or any person who by any means completes purchase of a Property;  |
| <b>Buyer's Premium</b>              | a fee paid by the Buyer to us to reserve a Property;   |
| <b>Catalogue</b>                    | a physical or virtual publication of a collection of lots, or a single lot;  |
| <b>Contract</b>                     | the contract by which the Seller agrees to sell and the Buyer agrees to buy the Property;  |
| <b>Information Pack</b>             | the documents of title (including, if the title is registered, the entries on the register and the title plan) and other documents available to the Buyer in relation to the Property which is advertised for the Auction;   |
| <b>Intellectual Property Rights</b> | patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database |

|                                 |  |
|---------------------------------|--|
|                                 | rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |
| <b>Online</b>                   | on our Website or in our publication on the internet, or on the website of one of our accredited partners, if applicable;  |
| <b>Price</b>                    | the price that the Buyer agrees to pay for the Property (normally equal to the Successful Bid);  |
| <b>Property</b>                 | each separate Property described in the Catalogue or Online or (as the case may be) the Property that the Seller has agreed to sell and the Buyer to buy;  |
| <b>Report</b>                   | a report, document, or other material or information concerning the Property, produced by a third party;   |
| <b>Report Provider</b>          | a third party providing Reports;   |
| <b>Reservation</b>              | withholding the Property from the open market for the benefit of the Buyer until completion;   |
| <b>Reservation Form</b>         | a form to be completed by a prospective Buyer before bidding;  |
| <b>Reservation Period</b>       | the period in which the Buyer is to exchange and complete Contracts to purchase the Property, commencing on the issue date of draft Contracts and ending fifty-six (56) Business Days thereafter;  |
| <b>Reserve Price</b>            | the price stipulated as the lowest acceptable by the Seller for a Property sold at Auction;  |
| <b>Seller</b>                   | the person selling the Property;   |
| <b>Services</b>                 | providing Accounts and a digital platform for the sale of Properties by Auction, its maintenance and user support, procuring copies of Reports, and acting as an agent for the Seller;   |
| <b>Starting Bid/Opening Bid</b> | the minimum price at which the Buyer can bid on a lot in auction, at the date of that being set;   |
| <b>Successful Bid</b>           | the winning bid which We accept for a Property (normally on the fall of the virtual hammer or close of an Auction);  |
| <b>Terms</b>                    | these Conditional Auction Terms and Conditions;  |
| <b>We (and us and our)</b>      | the Auctioneers;   |
| <b>Website</b>                  | the website available on <a href="http://auctionproperties.gotogroup.co.uk">auctionproperties.gotogroup.co.uk</a>  |
| <b>You (and your)</b>           | anyone using the Services, including a Bidder, Buyer, or Seller, as appropriate;   |

**VAT** Value Added Tax or other tax of a similar nature.

- 2.2. Words and phrases in the singular shall include the plural and vice versa.
- 2.3. A reference to a 'person' includes a corporate body.
- 2.4. Words of one gender include the other genders.
- 2.5. References to legislation are to that legislation as it may have been modified or re-enacted by the date of the Auction or the Contract date (as applicable).

### **3. Our Services**

- 3.1. We agree to provide Services to You in accordance with these Terms.
- 3.2. As agents for the Seller We have authority to:
  - 3.2.1. prepare the Catalogue from information supplied by or on behalf of the Seller;
  - 3.2.2. offer each Property for sale;
  - 3.2.3. receive and hold any deposits or advance payments in connection with a Reservation;
  - 3.2.4. receive Buyer's Premium;
  - 3.2.5. sign each Reservation Form on behalf of the Seller; and
  - 3.2.6. authorise the Auctioneer to sign any Reservation Form on behalf of the Buyer.

### **4. Auction conduct conditions**

- 4.1. Before an Auction, a Seller must complete an Authority to Auction Form and agree with its terms.
- 4.2. Before bidding, a Bidder must complete a Reservation Form and agree with its terms. In the Reservation Form, a Bidder may call out specific caveats relating to the Property and condition the Bidder's purchase of the Property on the Seller meeting these caveats.
- 4.3. All bids must be made:
  - 4.3.1. from an Account; and
  - 4.3.2. in Pounds Sterling (GBP) exclusive of any applicable VAT.
- 4.4. Where You are a company, You warrant that the company is properly constituted and able to offer, sell, or buy the Property.
- 4.5. The Starting Bid/Opening Bid will generally be no more than 10% below that of the Reserve Price. Both the Starting Bid/Opening Bid and Reserve Price are subject to change anytime before or during the Auction.
- 4.6. Where there is a Reserve Price the Seller may bid (or ask us or another agent to bid on the Seller's behalf) up to the Reserve Price but may not make a bid equal to or exceeding the Reserve Price. Bidders accept that it is possible that all bids up to the Reserve Price are bids made by or on behalf of the Seller.
- 4.7. The Reserve Price is the minimum price that the Auctioneer is currently authorised by the Seller to sell the Property for. The Reserve Price may change throughout the course of marketing. We may lower the Reserve Price during the Auction to a level that matches the existing highest bid.
- 4.8. The Bidder who places the Successful Bid will be declared the Buyer at the end of the Auction process.

- 4.9. Where the Buyer has set out caveats in accordance with clause 4.2, which the Seller fails to satisfy, the Buyer may withdraw from the Auction and will not be liable for paying the Buyers' Premium.
- 4.10. We may refuse to accept a bid.
- 4.11. If there is a dispute over bidding, We are entitled to resolve it and our decision is final.
- 4.12. Our decision on the conduct of the Auction is final.
- 4.13. We may cancel the Auction or change the way in which a Property is offered for sale. We may also combine or divide Properties. A Property may be sold or withdrawn from sale prior to the Auction.
- 4.14. Irrespective of any other bids, We may select a Successful Bid before the end of an Auction and have no obligation to inform any Bidder about our intention to do so.

## **5. Reservation conditions**

- 5.1. On winning an Auction We shall reserve the Property for the Buyer for the Reservation Period, subject to subclauses 4.9 and 8.1.
- 5.2. Immediately after the Auction the Buyer must:
  - 5.2.1. ensure We have all information We reasonably need from the Buyer to enable us to complete the Reservation, including proof of the Buyer's identity and address if required by us.
  - 5.2.2. give the Auctioneer explicit consent to sign a completed Reservation Form on behalf of the Buyer; and
  - 5.2.3. pay the Buyer's Premium.

If the Buyer fails to do so, we may either retain a Reservation Form signed by or on behalf of the Seller until the full Buyer's Premium (as applicable) has been received in cleared funds, or as agent for the Seller treat that failure as the Buyer's repudiation of the Reservation and offer the Property for sale again. The Seller may then have a claim against the Buyer for breach of Contract.

- 5.3. Within 5 (five) Business Days of receiving draft Contracts from the Seller's solicitor, the Buyer must ensure that their nominated solicitor has raised initial enquiries in writing in relation to the draft Contract with the Seller's solicitor, subject to subclause 5.5.
- 5.4. Exchange and completion of contracts is to take place no later than 56 (fifty six) Business Days after draft contracts are issued by the Seller's solicitor, subject to subclause 5.5.
- 5.5. If the parties fail to comply with the conditions set out in subclauses 5.3 or 5.4 then the Seller has the right to re-offer the Property for sale free of any obligation to the Buyer. In this event any Reservation fee or the Buyer's Premium is deemed non-refundable.
- 5.6. The Auctioneer may at their discretion terminate the Reservation if Contracts for the purchase of the Property have not been exchanged within the Reservation Period (or on expiry of any extension granted by the Seller in writing).
- 5.7. The Seller may grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.
- 5.8. The Seller may terminate the Reservation by notice in writing if the Buyer breaches any of the obligations set out in subclause 6.1.

## **6. The Buyer's obligations**

### **6.1. The Buyer agrees:**

- 6.1.1. that the Buyer has received the Information Pack (if applicable) and is ready, willing, and able to proceed with the purchase of the Property;
- 6.1.2. to pay the costs incurred in preparing the legal pack relating to the Property;
- 6.1.3. to immediately instruct the Buyer's solicitors to:
  - 6.1.3.1. investigate the title to the Property;
  - 6.1.3.2. negotiate the draft Contract;
  - 6.1.3.3. raise enquiries of the Seller and any third parties about the Property; and
  - 6.1.3.4. do any other work required;to enable exchange and completion of Contracts within the Reservation Period;
- 6.1.4. that if the Buyer intends to use a loan in connection with the purchase of the Property, the Buyer shall:
  - 6.1.4.1. promptly apply to the relevant lender and complete all necessary documentation, pay the relevant fees and do all such things as the lender may require to process the Buyer's application;
  - 6.1.4.2. promptly arrange and pay for the survey and/or valuation of the Property if required by the Buyer or its lender; and
  - 6.1.4.3. keep the Auctioneer and the Seller's solicitors advised of the progress with the loan application; and
- 6.1.5. to use all reasonable endeavours to exchange contracts on the Property and complete the purchase of the Property by the dates stipulated under subclauses 5.4.

- 6.2. A Buyer who first becomes aware of the availability of a Property by its presentation in a Catalogue or Online shall be obliged to pay the Buyer's Premium in event the Buyer subsequently purchases the Property through any other means or route to market. This clause does not affect the Buyer's obligation set out in subclause 5.2.3 to pay the Buyer's Premium immediately after the Auction.

## **7. The Seller's obligations**

### **7.1. Once the Buyer's Premium has been paid, the Seller agrees during the Reservation Period:**

- 7.1.1. not to instruct us to agree another Reservation of the Property;
- 7.1.2. not to provide access to the Property or negotiate any terms for the sale of the Property with anyone other than the Buyer or persons confirmed to be acting on their behalf;
- 7.1.3. not to send, instruct or allow anyone else to send any Contract for sale of the Property to anyone other than the Buyer's solicitors;
- 7.1.4. not to encumber or deal with the title to the Property;
- 7.1.5. to give such access to the Property as may be reasonably required by a surveyor or valuer appointed by the Buyer;
- 7.1.6. to use all reasonable endeavours to proceed to a formal exchange and completion of Contracts within the Reservation Period;

- 7.1.7. to supply all documentation, information and authority to enable the Seller's solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable Contracts for sale of the Property to be exchanged and completed within the Reservation Period; and
- 7.1.8. to immediately instruct the Seller's solicitors to issue a Contract for the sale of the Property to the Buyer's solicitors and to do all other work required to enable Contracts for the sale of the Property to be exchanged and completed within the Reservation Period.

## **8. Price and payment**

- 8.1. On winning an Auction the Buyer must purchase the Property at the Price plus VAT (if applicable), and pay the Buyer's Premium, unless subclause 4.9 applies. The Buyer accepts that the Buyer's Premium will form part of the chargeable consideration for the Property in calculating the stamp duty land tax liability on the acquisition of the Property.
- 8.2. The Buyer's Premium is non-refundable unless the Seller withdraws or subclause 4.9 applies.

## **9. Termination**

- 9.1. These Terms can only be terminated in cases defined in this clause 9.
- 9.2. You may terminate your Account at any time, however, if there are any outstanding or pending transactions then termination will occur upon completion of those transactions.
- 9.3. We may terminate or suspend your Account at any time in the event that you breach any of these Terms.
- 9.4. We may also terminate or suspend your Account at any time on giving you notice to the email address that you provided when registering with us. We reserve the right to withdraw or amend the Services on a reasonable notice.

## **10. Liability**

- 10.1. We accept liability only to the extent specified in this clause 10.
- 10.2. We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and for fraud or fraudulent misrepresentation.
- 10.3. If You are a consumer, then for issues concerning our providing of an Account to You:
  - 10.3.1. We are responsible to You for foreseeable loss and damage caused by us. If We fail to comply with these Terms, we are responsible for loss or damage You suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time You accept these Terms, both We and You knew it might happen, for example, if You discussed it with us during the Account registration process.
  - 10.3.2. If defective digital content which We have supplied damages a device or digital content belonging to You and this is caused by our failure to use reasonable care and skill We will either repair the damage or pay You compensation. However, We will not be liable for damage which You could have avoided by following our advice to apply an update offered to You free of charge or for damage which was caused by

You failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

- 10.4. If You are a consumer, then in providing Reports prepared by Report Providers:
- 10.4.1. We have taken reasonable care to describe each Property. The description of a Property is based on the Reports supplied by or on behalf of the Seller, including by the Report Providers. You need to check that the information is correct and free of any defects or errors.
  - 10.4.2. The description of a Property and the Information Pack may change prior to the Auction and it is your responsibility to check that You have the correct versions.
  - 10.4.3. You agree to make a reasonable inspection of the Property and, if necessary, engage suitable third parties to satisfy Yourself that the Property is in good repair and condition, and has been properly maintained.
  - 10.4.4. If We provide information, or a copy of a Report, provided by others, we make no representations, warranties or conditions of any kind, either express or implied, with respect to the Reports and we are not liable to You in contract, tort, negligence, statutory duty or otherwise for any loss or damage whatsoever caused by any inaccuracies, omissions, and/or errors contained in the Report.
  - 10.4.5. Where You find an error in a Report which is solely due to our negligence (e.g. We made a data input error) We shall, where the purchase is not yet completed, provide a revised Report for You free of charge and shall have no further liability to You.
  - 10.4.6. Where You find an error in a Report which is solely due to our negligence (e.g. We made a data input error) We shall, where the error is not identified until after the legal completion of the transaction relating to the Property and could not have been determined by your review of the Report before such purchase, our liability to You in respect of our negligence (subject to clause 10.2) in relation to the supply of the Report is covered by professional indemnity insurance and limited to £10,000 per claim or series of related claims.
  - 10.4.7. Where You have an issue with a Report We will use reasonable endeavours to assist You in discussions with the relevant third party supplier but are not obliged to do so and, in doing so, We do not accept liability for the defects.
- 10.5. If You are not a consumer then We shall have no liability for any loss of profits, anticipated savings, business opportunity, goodwill or loss of or damage to (including corruption) data (in each of the foregoing cases whether direct or indirect) or any indirect or consequential losses whether arising in contract, tort (including negligence) or otherwise incurred by You in connection with the Account or the Website or in connection with the use, inability to use, or results of the use of the Account or the Website and our total liability to You for all other losses arising under or in connection with these Terms between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by You for the Services under these Terms up to a maximum of £10,000.
- 10.6. We cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error-free or free of viruses or other harmful components. Furthermore, We cannot warrant the performance of any linked internet service not operated by us. Accordingly, We shall not be liable for any damage or loss caused: by any virus, including damage to your computer equipment, software, data or other property resulting from your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or your access to, any

website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

- 10.7. Any services other than our Services, which are advertised on our Website are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.
- 10.8. We shall not have any liability to any third party except in accordance with any applicable laws, or these Terms, or as otherwise expressly agreed in writing by us.
- 10.9. If two or more persons jointly form a party (i.e. the Bidder, Buyer, or the Seller) their obligations can be enforced against them jointly or against either of them separately.

## **11. Intellectual Property Rights**

- 11.1. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either us or our third-party suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 11.2. You agree that you will not, except as permitted herein or by separate agreement with us, change, amend, remove, alter or modify any trademark or proprietary marking on any documents and/or other material you receive or gain access to as part of our provision of the Services. You agree to indemnify us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 11.

## **12. General**

- 12.1. **Assignment:** We may transfer our rights and obligations under these Terms to another organisation. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 12.2. **Force Majeure:** Neither party shall be in breach of these Terms or the Contract nor liable for delay in performing, or failure to perform, any of its obligations under these Terms or the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 (four) weeks, the party not affected may terminate the Contract by giving 10 (ten) Business Days' written notice to the affected party.
- 12.3. **Governing law and jurisdiction:**
  - 12.3.1. If You are a consumer then these Terms are governed by and construed in accordance with English law and You can bring proceedings in respect of the Services in the English courts, or if You live in Wales You can bring proceedings in respect of the Services in either English or Welsh courts.
  - 12.3.2. If You are not a consumer, any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

- 12.4. **Dispute resolution:** Where a Buyer is a consumer within the meaning of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and as a consumer makes a complaint about the Services provided pursuant to this Agreement and We are unable to resolve it to the Buyer's satisfaction the Buyer may refer the complaint to The Property Ombudsman scheme (website [www.tpos.co.uk](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.
- 12.5. **Notices:** Unless otherwise stated in these Terms, all notices from You to us or vice versa must be in writing and sent to our registered office address or your address as stated in the Reservation Form.
- 12.6. **Rights of third parties:** These Terms are between You and us. No other person shall have any rights to enforce any of its terms.
- 12.7. **Severance:** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.8. **Waiver:** If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay taking steps against You in respect of your breaking of these Terms, that will not mean that You do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.9. We may amend these Terms from time to time by posting the amended version of the Terms and conditions Online. The amended version shall have effect 30 days from the time of posting, or from such other time stipulated Online.



## Online Auction Reservation Form

This agreement is binding from the date and time that the online auction ends. It describes the terms and conditions under which the seller and buyer will enter into a period of exclusivity for the purpose of completing the Transaction.

The Property: \_\_\_\_\_

### Sale Details

Date: \_\_\_\_\_

Price: \_\_\_\_\_

Tenure: \_\_\_\_\_

**Exchange and completion to be 56 working days from issue date of draft contracts**

Between:

The Seller(s): \_\_\_\_\_

The Buyer(s): \_\_\_\_\_

### Parties Involved in the Transaction

(1) The Seller(s)

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(2) The Buyer(s)

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

This agreement has been entered into on \_\_\_\_\_ following the end of the online auction on \_\_\_\_\_.

Signed by or on behalf of the Seller

\_\_\_\_\_

*Signed*

\_\_\_\_\_

*Dated*

Signed by or on behalf of Buyer

\_\_\_\_\_

*Signed*

\_\_\_\_\_

*Dated*