

TERMS & CONDITIONS FOR IN-ROOM BIDDERS



The following Terms & Conditions apply to all intended buyers who wish to attend and bid in person at an auction conducted by Halls Holdings Limited ("the Auctioneer").

Please note that all Lots are sold in accordance with the Common Auction Conditions (7th Edition March 2018). Special Conditions of Sale relating to each Lot are available upon request from the Auctioneers or the Vendor's Solicitor prior to the Auction. The Contract and Special Conditions of Sale will not be read out by the Auctioneer at the Auction but will be available for inspection at the Auctioneer's offices and the offices of the Vendor's Solicitor for a period before the Auction date. Purchasers will be deemed to have inspected these Special Conditions of Sale and will be legally bound by these conditions which will form part of and will be attached to the Sale Memorandum.

1. General Terms

- 1.1 Purchasers are assumed to have inspected the properties in which they are interested, to have obtained and inspected a copy of the Auction Legal Pack and to have made all usual pre-contract searches and enquiries and satisfied themselves on the condition and location of the property.
- 1.2 Before registering, the Bidder and/or Buyer is deemed to have read the Terms & Conditions for In-Room Bidders, Important Information for Buyers, Common Auction Conditions, the Particulars relating to the Lot(s) they are bidding on, which can be found on our website at www.hallsgb.com, along with the Auction Legal Pack and any Addendum, which are available from the Vendor's Solicitor, details of which are available in the auction catalogue or from Halls Holdings Limited. They are also deemed to have obtained any legal and professional advice regarding any queries they may have and to be making their bid with full knowledge of and in accordance with the Terms & Conditions for In-Room Bidders, Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the Auctioneer's pre-sale announcements and are aware of any additional costs and fees payable by the Buyer.
- 1.3 The successful Bidder is bound under contract as soon as the Auctioneer's hammer falls on the final bid and will be required to pay the deposit in full and sign contracts immediately following the Auction. Please note your purchase is legally binding and you will enter into an unconditional contract.
- 1.4 The Auctioneer reserves the right to withdraw any of the Lots prior to the Auction (see Common Auction Conditions) and therefore prospective Buyers are advised to check with the Auctioneers before the sale to ensure the availability of Lots. The Auctioneer cannot be held responsible for costs incurred in respect of any Lot which is withdrawn or sold prior to Auction.
- 1.5 All persons wishing to bid in the Auction Room must complete the registration process prior to the commencement of the Auction.
- 1.6 Registration must be completed in person at the Cashier's Office on the day of the Auction.
- 1.7 Before a bidding number can be issued, the Bidder must provide satisfactory identification documentation. Halls Holdings Limited must be provided with two forms of identification, typically:
 - a) One form of photographic identification (Driving Licence or Passport); and
 - b) One proof of address document dated within the previous three months (Utility Bill or Bank Statement).Please refer to the Halls website, www.hallsgb.com, for a full list of acceptable ID.
- 1.8 If satisfactory identification documentation is not provided, the prospective purchaser will not be issued with a bidding number and will therefore not be permitted to bid at the Auction.
- 1.9 Upon successful registration, the Bidder will be issued with a unique bidding number which must be clearly displayed when making bids during the Auction.
- 1.10 If you are bidding on behalf of another individual, company or entity, you must disclose this to the Auctioneers at the time of registration and provide all information and documentation requested by the Auctioneers.
- 1.11 If you are bidding on behalf of a company, you must be a Director listed on Companies House (or provide a letter of authority signed by one of the Directors) and provide details for all Shareholders or Persons of Significant Control holding 25% or more of the share capital (or the Ultimate Beneficial Owner). The Auctioneers reserve the right to carry out AML and identification checks on all relevant parties.
- 1.12 If you are the successful Bidder, you will be required to complete the Auctioneer's Anti-Money Laundering and Identity Verification procedures immediately following the Auction through MoveButler by iamproperty.
- 1.13 Identity Verification and AML checks may leave a "soft footprint" on your credit history but will not affect your credit score.
- 1.14 Immediately following a successful bid, the successful Bidder will be required to:
 - a) Sign the Memorandum of Sale;
 - b) Complete all required AML and identity verification checks;

- c) Pay the required deposit;
- d) Pay the Buyer's Premium; and
- e) Pay any additional fees or charges applicable to the Lot.

- 1.15 The required deposit payable upon exchange of contracts is 10% of the purchase price (subject to any higher minimum deposit stated within the Special Conditions of Sale).
- 1.16 Payments must be made by debit card or bank transfer unless otherwise agreed by the Auctioneers. The Auctioneers reserve the right to refuse payment by cash or personal cheque.
- 1.17 If for any reason the Buyer defaults on the sale, all monies received are non-refundable and the Buyer may be sued by the Seller for further costs, losses and damages arising from the default.
- 1.18 Prospective Bidders should check our website prior to the Auction and immediately before bidding to ensure there are no changes to the published terms and conditions and to find out whether any Addenda apply to the property on which they intend to bid.
- 1.19 The Auctioneers reserve the right to refuse registration, refuse any bid, withdraw any bidding number or remove any person from the Auction Room if, for whatever reason, they have concerns regarding the Bidder, the Bid or compliance with these Terms and Conditions.

2. Conduct of the Auction

- 2.1 The Auctioneer shall regulate the bidding and may refuse any bid without giving a reason.
- 2.2 The Auctioneer may, at their absolute discretion:
 - a) Refuse any bid;
 - b) Divide, combine or withdraw any Lot;
 - c) Alter the order of sale;
 - d) Resolve any dispute regarding bidding; or
 - e) Re-offer any Lot for sale.
- 2.3 In the event of any dispute regarding bidding, the Auctioneer's decision shall be final.
- 2.4 Bidders must ensure that all bids are made clearly and that they are satisfied the Auctioneer has acknowledged their bid.
- 2.5 The Auctioneers accept no responsibility for any bid made in error by a Bidder.

3. Buyer's Premium & Fees

- 3.1 The Buyer will be required to pay the Buyer's Premium of 3.5% plus VAT, subject to a minimum fee of £4,000 plus VAT for sales with a sale price of £25,000 or more; or if the sale price is £24,999 or less there will be a fixed fee of £2,000 plus VAT (unless stated otherwise within the property description in the Auction Catalogue, Addendum or Special Conditions of Sale) upon exchange of contracts for each property purchased.
- 3.2 Any deposit payments collected by Halls Holdings Limited will incur a 1% plus VAT service charge, up to a maximum fee of £100 plus VAT (£120).
- 3.3 The Buyer's Premium and any associated fees are payable immediately upon exchange of contracts.

4. Data Protection

- 4.1 Halls Holdings Limited take the privacy and protection of your personal information seriously. Any personal data we collect from you will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Halls Holdings Limited will use your data for legitimate business purposes, including providing estate agency services, meeting our legal and regulatory obligations (such as anti-money laundering checks) and communicating with you. Our full Privacy Notice, which explains how we collect, use, store and share personal data and sets out your rights, is available at (www.hallsgb.com) or by contacting us.

5. Client Money Handling

- 5.1 Halls Holdings Limited is a member of the Royal Institute of Chartered Surveyors and a member of the RICS Client Money Protection Scheme. All monies are held in accordance with the RICS guidelines. A copy of our Client Money Handling Policy is available upon request and on our website www.hallsgb.com. In accordance with the Royal Institution of Chartered Surveyors' (RICS) professional statement (Client Money Handling, effective from 1st January 2020), client money held or received by Halls Holdings Limited, or any trading name thereof, is banked into a general clients' bank account held at: Barclays Bank, 1 Churchill Place, London, E14 5HP Halls Holdings Limited General Clients Account: 20-78-01 23557723. A general clients' bank account is a Client Bank Account which holds client money belonging to more than one client. Client monies are held separately from Halls Holdings Limited own monies, are easily identifiable and immediately available. Within the general clients' bank account, each client's money is recorded in individual client ledgers to maintain segregation of funds. Client money is held in an appropriate banking institution with a minimum rating of BBB+, regulated, and authorised by the Financial Conduct Authority (FCA). The Client Bank Accounts are instant access accounts and Halls Holdings Limited will cover transactional banking and account maintenance charges associated with the operation of such accounts. Halls Holdings

Limited is entitled to retain any interest earned through the aggregation of various client accounts to offset general bank charges and administration costs associated with the operating of the Client Bank Accounts.

6. **Complaints Procedure**

- 6.1 Halls Holdings Limited operate a complaints procedure in accordance with the requirements of the Royal Institution of Chartered Surveyors (RICS), The Property Ombudsman (TPO) and our regulatory obligations. In the event that you have a complaint regarding the standard of service you have received, a complaint handling procedure will be followed. A copy of our complaints handling procedure is available upon request and at our website www.hallsgb.com

7. **Professional Indemnity Insurance**

- 7.1 Halls Holdings Limited holds Professional Indemnity Insurance (PII) in the sum of £10 million.

8. **TPO**

- 8.1 Halls Holdings Limited are members of The Property Ombudsmen (TPO) Scheme. Unresolved complaints relating to residential estate agency services may be referred to the TPO following our internal complaints process.



TERMS & CONDITIONS FOR PROXY, TELEPHONE OR ONLINE BIDDERS

The following terms and conditions apply to all intended buyers who wish bids to be made by Proxy, Telephone or Online in an auction conducted by Halls Holdings Limited (“the Auctioneer”).

Please note that all lots are sold in accordance with the Common Auction Conditions (7th Edition March 2018). Special Conditions of Sale relating to each lot are available upon request from the Auctioneers or the Vendors Solicitor prior to the Auction. The contract and special conditions of sale will not be read out by the Auctioneer at the auction, but will be available for inspection at the auctioneer’s offices and the offices of the vendors solicitors for a period before the auction date. Purchasers will be deemed to have inspected these Special Conditions of Sale and will be legally bound by these conditions which will form part of and will be attached to the Sale Memorandum.

1. General Terms

- 1.1. Purchasers are assumed to have inspected the properties in which they are interested, to have obtained and inspected a copy of the Auction Legal Pack and to have made all usual pre-contract searches and enquiries and satisfied themselves on the condition and location of the property.
- 1.2. Before registering, the Bidder and/or Buyer is deemed to have read the Important Information, Common Auction Conditions, the Particulars relating to the Lot(s) they are Bidding on, the Auction Legal Pack and any Addendum, which can be found on our website www.hallsgb.com. They are also deemed to have obtained any legal and professional advice regarding any queries they may have and to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale, Addendum and the auctioneers pre-sale announcements and are aware of any additional costs and fees payable by the buyer.
- 1.3. The successful Bidder is bound under contract as soon as the Auctioneer’s hammer falls on the final bid and will be required to pay the deposit in full and sign contracts, please note your purchase is legally binding and you will enter an unconditional contract.
- 1.4. The Auctioneer reserves the right to withdraw any of the Lots prior to the Auction (see Common Auction Conditions) and therefore prospective buyers are advised to check with the Auctioneers the day before the sale to ensure the availability of Lots. The Auctioneer cannot be held responsible for the costs incurred in respect of any Lot which is withdrawn or sold prior to auction.
- 1.5. All remote bidders must complete the registration process at least 24 hours prior to the auction day.
 - a) **For Proxy and Telephone Bidding**, the appropriate registration form must be submitted to the auctioneers, at least 24 hours prior to the auction. Telephone/Proxy Bidding Registration Forms can be obtained at www.hallsgb.com, by e-mailing propertyauctions@hallsgb.com or by calling our Property Auction team on 01743 450730.
 - b) **For Online Bidding**, registration can be completed using the **Registration** link on our website at www.hallsgb.com, registration must be completed at least 24 hours prior to the auction.
- 1.6. **The deadline to complete Bidding Registration is 24 hours prior to the auction.** We will endeavour to continue processing Online/Telephone/Proxy Bidding Registrations after the deadline, but we do not accept any responsibility for failure to administer late registrations. The Auctioneers are unable to process your application if you fail to complete your AML/identification check, provide the requested documentation and/or your debit card details/arrange a bank transfer, in advance of the auction.
- 1.7. Please note Halls Holdings Limited must hold 2 forms of certified ID prior to auction, typically this will be: 1 × Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement). If you are the successful Bidder, we will carry out an additional electronic verification check on your identity which will leave a “soft footprint” on your credit history but does not affect your credit score.
- 1.8. If you are Bidding on behalf of a company, you must be a director listed on Companies House (or provide a letter of authority signed by one of the directors) and provide details for all Shareholders with greater than 25% or more share capital (or the ultimate beneficial owner). We will carry out an AML/identification check for all parties. This may leave a soft footprint on your credit report but it should not affect your credit rating.
- 1.9. AML Checks are carried out by Move Butler operated by iamproperty.
- 1.10. The auctioneer accepts no responsibility for failure of telecommunications in respect of a Telephone or Online Bid, or any delays in the postal system if a Proxy Bidding form is sent through the post.
- 1.11. Any alteration or withdrawal of any registered Proxy or Telephone Bids, must be received in writing by the auctioneer prior to commencement of the auction.
- 1.12. Maximum Bids must be for an exact figure, any reference to a Maximum Bid being calculated by reference to other bids will not be accepted. In the event of there being any confusion as to the Maximum Bid, the auctioneer reserves the right to refuse a Bid.
- 1.13. Should the Lot be sold to the Proxy, Telephone or Online Bidder by the Auctioneer at a figure which is less than their submitted Maximum Bid, the whole of the deposit held will count towards the sold price.
- 1.14. The Proxy, Telephone or Online Bidder authorises the Auctioneer or any duly authorised partner or employee of Halls Holdings Limited, acts as an agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of these terms and

conditions, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract incorporating any addendum relating to the property concerned, at or after the auction.

- 1.15. If for any reason the successful buyer defaults on the sale, all monies received are non-refundable and the buyer may be sued by the seller for further costs.
- 1.16. Prospective Bidders should check our website by 10am on the day of the auction and prior to Bidding at the auction to ensure there are no changes to the published terms and conditions and to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 1.17. In the case of unsuccessful Bidders' deposits, received by us into our clients' account, we will use best endeavours to return these to the originating bank account within 48 working hours of the conclusion of the sale. As part of this process our accounts team will contact you to ensure the funds are returned securely.
- 1.18. The Auctioneers reserve the right to withdraw any Telephone, Proxy or Online Bids if for whatever reason, they have any doubts with regards to the Bid/Bidder.
- 1.19. Proxy, Telephone or Online Bidding Registration Forms should be sent to propertyauctions@halls.gb.com. Your information is being collected and processed by Halls Holdings Limited. All information will be processed in accordance with the General Data Protection Regulation. Full details of how we process your information can be found in our [Privacy Policy](#). Print copies of our privacy notice are available on request. If you need to discuss how your information is being processed, please contact us at propertyauctions@halls.gb.com.

2. Proxy Bidding

- 2.1. Once your Proxy Bidding Registration Form has been successfully processed, we will require a deposit/s of 10% of each of your Maximum Bid/s, as stated on your Telephone Bidding Registration Form. Your deposit/s must be cleared in our bank account at least 24 hours prior to the auction day.
- 2.2. Unsuccessful Proxy Bids will be subject to an administration fee of £75, plus VAT (£90).
- 2.3. In the event of an unsuccessful Proxy Bid, any deposit/s paid will be returned minus the Proxy Bidding Administration Fee.
- 2.4. If Bidding By Proxy, you must state your maximum bid for each property and this is the figure the Auctioneer will bid up to on Auction Day, however, the Auctioneers cannot control the bids in order that your maximum price is the winning bid.
- 2.5. Proxy Bids will be accepted for multiple Lots, and each lot will have Bids submitted By Proxy, up to your Maximum Bid. If successful, this may result in the purchase of multiple Lots.
- 2.6. If you wish to purchase a single Lot, but may require Bidding on several Lots, (as a result of not being successful on your first choice Lot, second choice Lot, etc.) then you must register for Telephone or Online Bidding NOT Proxy Bidding.

3. Telephone Bidding

- 3.1. Once your Telephone Bidding Registration Form has been successfully processed, we will require a deposit/s of 10% of each of your Maximum Bid/s, as stated on your Telephone Bidding Registration Form. Your deposit/s must be cleared in our bank account at least 24 hours prior to the auction day.
- 3.2. Unsuccessful Telephone Bids will be subject to an administration fee of £75, plus VAT (£90).
- 3.3. In the event of an unsuccessful Telephone Bid, any deposit/s paid will be returned minus the Telephone Bidding Administration Fee.
- 3.4. A member of the saleroom staff will attempt to contact the Telephone Bidder prior to the relevant lot/s being offered for sale. If contact is made then the Telephone Bidder may participate in the bidding via the saleroom staff member. If it is impossible to obtain a telephone connection, or the telephone line becomes disconnected, the saleroom staff member is authorised to continue bidding, on behalf of the Telephone Bidder, up to the Maximum Bid, as stated on the submitted Telephone Bidding Registration Form.
- 3.5. If a successful Telephone Bidder exceeds the Maximum Bid stated on their Telephone Bidding Registration Form, the previous deposit payment may fall below 10% of the successful bid. In this event, the shortfall must be paid to the auctioneers immediately by either Bank Transfer to our nominated client account or by debit card. We do not accept personal cheques or cash.
- 3.6. In order to avoid disappointment, potential Telephone Bidders are recommended to have completed their Telephone Bidding Registration no later than 24 hours before the auction start time.

4. Online Bidding

- 4.1. Online Bidders will be authorised to Bid on all Lots, you will not be obliged to bid but the auction will be fully open to you (regardless of whether or not you have updated your lot interest on EIG (Auction Passport)). You will need an Auction Passport account and you must follow the instructions in the emails in order to log on to bid on the day of the Auction. During any Online Bidding, Halls Holdings Limited will not take any responsibility for any loss of any services, or disruptions to the internet and which may affect your Bidding process.
- 4.2. Upon successful registration you will be issued with a unique Bidding number to access our Online Bidding system. If connection is made then the Bidder may participate in the auction through the Bidding system.

4.3. You take all responsibility for any bids placed from your account.

4.4. All Online Bidders will need to submit debit card details before being authorised to bid. These will be securely held with Opayo who will authenticate your card. No payment will be taken unless you are a successful Bidder, if you are successful, we will immediately take a payment of the 10% deposit (subject to a minimum of £5,000) plus the relevant Buyer's Premium. There is a maximum amount we can automatically take, if there is a shortfall we will telephone you to make an additional payment, you must be available to take our telephone call and ensure you have sufficient funds available in your account to complete the deposit payment, plus Buyer's Premium.

5. Buyer's Premium

5.1. The successful Bidder will be required to pay the Buyer's Premium of 3.5% plus VAT, subject to a minimum fee of £4,000 plus VAT for sales with a sale price of £25,000 or more; or if the sale price is £24,999 or less there will be a fixed fee of £2,000 plus VAT (unless stated otherwise within the property description in the auction catalogue) upon exchange of contracts for each property purchased.

6. Data Protection

6.1. Halls Holdings Limited take the privacy and protection of your personal information seriously. Any personal data we collect from you will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Halls Holdings Limited will use your data for legitimate business purposes, including providing estate agency services, meeting our legal and regulatory obligations (such as anti-money laundering checks) and communicating with you. Our full Privacy Notice, which explains how we collect, use, store and share personal data and sets out your rights, is available at (www.hallsgb.com) or by contacting us.

7. Client Money Handling

7.1. Halls Holdings Limited is a member of the Royal Institute of Chartered Surveyors and a member of the RICS Client Money Protection Scheme. All monies are held in accordance with the RICS guidelines. A copy of our Client Money Handling Policy is available upon request and on our website www.hallsgb.com. In accordance with the Royal Institution of Chartered Surveyors' (RICS) professional statement (Client Money Handling, effective from 1st January 2020), client money held or received by Halls Holdings Limited, or any trading name thereof, is banked into a general clients' bank account held at: Barclays Bank, 1 Churchill Place, London, E14 5HP Halls Holdings Limited General Clients Account: 20-78-01 23557723. A general clients' bank account is a Client Bank Account which holds client money belonging to more than one client. Client monies are held separately from Halls Holdings Limited own monies, are easily identifiable and immediately available. Within the general clients' bank account, each client's money is recorded in individual client ledgers to maintain segregation of funds. Client money is held in an appropriate banking institution with a minimum rating of BBB+, regulated, and authorised by the Financial Conduct Authority (FCA). The Client Bank Accounts are instant access accounts and Halls Holdings Limited will cover transactional banking and account maintenance charges associated with the operation of such accounts. Halls Holdings Limited is entitled to retain any interest earned through the aggregation of various client accounts to offset general bank charges and administration costs associated with the operating of the Client Bank Accounts.

8. Complaints Procedure

8.1. Halls Holdings Limited operate a complaints procedure in accordance with the requirements of the Royal Institution of Chartered Surveyors (RICS), The Property Ombudsman (TPO) and our regulatory obligations. In the event that you have a complaint regarding the standard of service you have received, a complaint handling procedure will be followed. A copy of our complaints handling procedure is available upon request and at our website www.hallsgb.com

9. Professional Indemnity Insurance

9.1. Halls Holdings Limited holds Professional Indemnity Insurance (PII) in the sum of £10 million.

10. TPO

10.1. Halls Holdings Limited are members of The Property Ombudsmen (TPO) Scheme. Unresolved complaints relating to residential estate agency services may be referred to the TPO following our internal complaints process.



Regulated by