

## Youbid.ie Online Private Treaty Terms & Conditions

### 1. CREATE YOUR YOUBID.IE ACCOUNT

- In order to place an offer in our Online Offer process, you must first create a Youbid.ie Online account via our website at [www.youbid.ie](http://www.youbid.ie).
- To create an account click "Sign Up" or "Log In". You will be asked to provide your full name, email address, contact number, solicitor details, proof of ID, proof of address.
- Once you have submitted this information you will receive an email verification, please be sure to check your spam. Your account must be verified prior to placing an offer.

### 2. PLACING AN OFFER

- Proof of funds and or Loan approval must be submitted before making an offer on a property.
- As part of the offer process all offerees will be required to again provide a contact number.
- All offers will be anonymously displayed on the Youbid.ie website, Youbid.ie reserves the right to display your offer ID and offer amount on our website.
- If you intend to purchase a property using a Mortgage, Loan offer must be in place before a property is sale agreed.
- Any subsequent offers made by vetted perspective buyers will be displayed with an offer ID and offer amount publicly on Youbid.ie.
- Please note that unlike an Auction Sale the Vendor of a property does NOT have to accept the highest offer on a property in a Online Private Treaty Sale.
- All offers are kept in an offer Log and are passed onto the Vendor for consideration.

### 3. PROPERTY PARTICULARS

- The description the property, measurements, maps, plans or photographs are indicative only and shall not form part of the Sales Contract. It is up to the perspective purchasers to satisfy themselves in this regard. The legal documents for the property can be viewed on our website, [www.youbid.ie](http://www.youbid.ie), and are non-negotiable.
- No guarantee is given that the property for sale is of any particular quality, structural or otherwise.
- It is up to you the buyer to arrange whatever surveys or other examinations you deem appropriate in order to satisfy yourself. Such examinations will only be facilitated by appointment and with the consent of the vendor.

#### 4. ADVISED MARKET VALUE (AMV)

- The AMV is the guide price as set by both Youbid.ie and the vendor.

#### 5. CONVEYANCING DOCUMENTATION

- Legal Documentation relating to the property are available for inspection by your solicitor and are advertised on Youbid.ie dataroom throughout the marketing campaign. Any queries relating to the conveyancing documentation are to be directed to the Vendors Solicitor.
- The legal documents for the property can be viewed on our website and are non-negotiable. **It is your responsibility to carry out your own due diligence and investigate all matters relating to the property** that you are interested in purchasing, including, without limitation, legal matters, physical condition and all other aspects. All offers you make should be based solely on your independent due diligence. It will be assumed that you have read and considered all relevant documents for the Property you are interested in on or before submitting an offer on the property, that you have shown them to your professional advisers and have taken their professional advice before making an offer.

#### 6. VALUE ADDED TAX (VAT)

- In the event that VAT is chargeable on the purchase price this will be stated in the Sales Contract. The price that you must pay on completion of the sale will be the price at which you successfully bid for the property plus the relevant rate of VAT.

#### 7. SALE AGREED & EXCHANGED PROCESS

- All offers are sent to the Vendor for consideration.
- When the Vendor accepts an offer on their property, Youbid.ie will confirm the purchase price agreed, method of funding, contents if applicable and a suitable closing date.
- The perspective purchaser will pay an agreed refundable deposit of €10,000.
- Where a perspective purchaser is a cash buyer contracts are expected to be signed within 7 days on Youbid.ie and balance of 10% contractual deposit paid.
- Where a perspective purchaser is using bank funding, they will be granted 14 days to sign a contract and balance of 10% contractual deposit paid. It is recommended that any structural surveys and or bank valuations are conducted in advance of going sale agreed.
- **By accepting these terms and conditions, you authorise Youbid.ie to sign a legally binding contract relating to the sale of the property on your behalf. Furthermore, you agree that the contract may be electronically signed, and that any electronic signatures appearing on the contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the contract in any court of law.**

- Once signed by the perspective purchaser, the contract will be forwarded to the Vendor and Vendors Solicitor for countersigning.
- On receipt of the payment of Booking Deposit, Youbid.ie will mark the property as Sale Agreed.
- The property is not considered Exchanged until both parties have signed contracts, consideration paid and closing date agreed.

#### **8. CLOSING DATE**

- Once contracts are exchanged by both parties and contractual deposit paid a suitable closing date will be agreed.
- On the date of closing, Youbid.ie receives notification from the vendors solicitor in writing that the sale has closed. Arrangements for collection of keys will be confirmed on the day of closing.

#### **9. TERMS AND CONDITIONS**

- Carefully read the Terms & Conditions before placing a Bid on a perspective property.

#### **10. YOUBID.ie Processing Fee**

- Please note if you are successful in the Online Private Treaty Sale process you will be required to pay a €500 processing fee to Youbid.ie.

#### **11. CHANGES TO THIS DOCUMENT**

- The contents of this document may be changed from time to time. As a result, as well as being asked to confirm acceptance of these terms and conditions when you first register on our website, you may also be asked to re- confirm your acceptance (with reference to the latest version of this document then published on this website) on future visits to this website.

## A. ONLINE PRIVATE TREATY CONDUCT CONDITIONS

- Singular words can be read as plurals, and plurals as singular words;
- A 'person' includes a corporate body;
- Words of one gender include the other genders;
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the Online Private Treaty Process or the contract date (as applicable).

### A1. INTRODUCTION

Particulars for properties are issued only on the basis that you accept these Online Private Treaty Conduct Conditions. They govern our relationship with you and cannot be disapplied or varied by the Special Conditions (even by a Condition purporting to replace the whole of these Conditions). They can be varied only if we agree.

### A2. OUR ROLE AND RESPONSIBILITIES

1. As agents for each Vendor, we have authority to:
  - a. prepare the particulars from information supplied by or on behalf of each Vendor;
  - b. offer each Property for sale;
  - c. sell each Property;
  - d. receive and hold the deposit as stakeholder/ agent for the Vendor;
  - e. treat a Contract as repudiated if the purchaser fails to pay a deposit as required by these Online Private Treaty Conduct Conditions.
2. Our decision on the conduct of the Online Private Treaty Process is final.
3. You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.
4. You acknowledge that Youbid.ie will use reasonable endeavours to provide Online Private Treaty facilities. In the event of an issue arising with the Online Private Treaty process, which materially affects the viability of the process, Youbid.ie reserve the right to, but for the avoidance of doubt is not obliged to, suspend or cancel the Online Private Treaty Process. Youbid.ie further reserve the right to declare all results of the Online Private Treaty Process as being null and void without any liability attaching to Youbid.ie whether under this agreement, at common law or otherwise. A non-exhaustive list of potential issues which may occur (at your end or otherwise) include failures with internet connectivity, servers or software. Please note that, in all such situations, the Estate Agent's decision is final.
5. In the event that You experience connectivity issues (examples of which shall include intermittent losses or complete failures of internet connectivity) during the offer process, you accept that no liability for such issues attaches to Youbid.ie or the Vendor. Further, in such circumstances, you accept that You shall have no recourse against Youbid.ie or the

Vendor for any special, indirect, consequential, or incidental loss, including loss of profits, revenue or goodwill attributable thereto whether arising in contract, tort, by operation of law, or otherwise, even if Youbid.ie or the Vendor has been placed on notice of the possibility of such damages.

6. To the fullest extent permitted by applicable law, Youbid.ie shall not be liable to You for any special, indirect, consequential, or incidental loss, including loss of profits, revenue or goodwill, arising from, or attributable to, this Agreement and/or OUR performance hereunder, whether arising in contract, tort, by operation of law, or otherwise, even if Youbid.ie has been placed on notice of the possibility of such damages.

### **A3. THE PARTICULARS AND OTHER INFORMATION**

1. We have taken reasonable care to prepare particulars that correctly describe each Property. The particulars are based on information supplied by or on behalf of the Vendor. You need to check that the information in the particulars is correct. We strongly recommend that you appoint professional advisers, including independent legal advisers, and arrange for them to consider and advise you on all aspects of your intended purchase. All offers you make should be based solely on your independent due diligence. It will be assumed that you have read and considered all relevant documents for the Property you are interested in, that you have shown them to your professional advisers and have taken their professional advice before making an offer.

2. If the conditions of sale do not contain a description of the Property, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a Solicitor and are not intended to form part of a legal contract.

**3. The particulars and the conditions of sale may change and it is your responsibility to check that you have the correct versions.**

4. If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

5. You accept that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the Vendor or any agent acting on behalf of the Vendor in respect of the Property shall constitute a representation inducing you to make an offer or a condition or warranty forming part of the conditions of sale. Any information, statement, description, quantity or measurements so given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any of its agents shall not give rise to any right of action, claim, entitlement or compensation against or from the Vendor or any of its agents

under this agreement or otherwise or any right of residue of termination. For the avoidance of doubt, you acknowledge that any previous agreement which may have been entered into by the Vendor and you relating to the Property is rescinded. Any statement, representation or warranty whatsoever made by the Vendor, agent or employees during the course of negotiations leading to the sale which are not contained and set forth in the conditions of sale are hereby treated as having been withdrawn and will have no force or effect at law whatsoever.

#### **A4. MAKING AN OFFER AND ASKING PRICE**

1. YOU must when registering for the Online Private Treaty Process and before you can make an offer, ensure that:
  - a) Proof of funds and or Loan approval must be submitted before bidding on a property.
  - b. If you intend to purchase a property using a Mortgage, Loan offer must be in place before a property is sale agreed.
  - c. No guarantee is given that the property for sale is of any particular quality, structural or otherwise.
  - d. It is up to you the buyer to arrange whatever surveys or other examinations you deem appropriate in order to satisfy yourself. Such examinations will only be facilitated by appointment and with the consent of the vendor.
2. All offers are to be made in euros exclusive of any applicable VAT save where the Special Conditions state otherwise.
3. The Vendor may refuse to accept an offer.
4. If there is a dispute over an offer, we are entitled to resolve it, and our decision is final.

#### **A5. THE CONTRACT**

1. The deposit:
  - a. is to be held by the Agent for the Vendor unless the contract for sale states otherwise; and
  - b. must be paid in euros by Electronic Funds Transfer or by bankers' transfer made payable to us drawn on an approved financial institution.
2. By accepting these terms and conditions, you authorise Youbid.ie to sign a legally binding contract relating to the sale of the property on your behalf. Furthermore, you agree that the contract may be electronically signed, and that any electronic signatures appearing on the contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the contract in any court of law.
3. We may retain the contract for sale digitally signed by or on behalf of the Vendor until the deposit has been received in cleared funds.
4. If you do not comply with the provisions of A5 we, as agent for the Vendor, reserve the right to, but for the avoidance of doubt, are not obliged to: a. treat that failure as your repudiation of the Contract and offer the Property for sale again, the Vendor may then have a claim against you for breach of contract.

5. If the purchaser does not comply with its obligations under the contract for sale then:
  - a. You are personally liable to buy the Property even if you are acting as an agent; and
  - b. You must indemnify the Vendor in respect of any loss the Vendor incurs as a result of the purchaser's default.
6. Where the purchaser is a company you warrant that the purchaser is properly constituted and able to buy the Property.

#### **A6. PLANS AND PHOTOGRAPHS**

The plans and photographs shown on the website are included in order to assist you in locating the Property in question. They are not necessarily drawn to scale and any arrows or outlines on plans or photographs are merely to assist you in finding the Property, not for the purpose of indicating legal boundaries. Youbid.ie cannot guarantee that any plans or photographs show the up-to-date position regarding occupiers either for the Property or for any other properties shown in such plans or photographs.

#### **A7. CONDITION, INSPECTION AND VACANT POSSESSION**

1. It is strongly recommended that, as a prudent Purchaser, you make every effort to physically inspect the Property and where possible arrange to have it professionally surveyed prior to making an offer.
2. Keys to Properties that are offered for sale with vacant possession will normally be made available to you on completion of the sale. However, access to the Property for the purpose of inspection and/or carrying out a survey might be available prior to completion subject to obtaining the Vendor's permission (you should approach the Estate Agent about this).

#### **A.8 RENTS AND INFORMATION RELATING TO TENANTS**

Estimates or suggestions given by Youbid.ie as to current or future rental values affecting any Property or as to the current or future open market rental value of the whole or any part of the Property must not be treated as valuations but only as estimates. You should consult your own professional advisers to establish whether such estimates or suggestions are accurate.

#### **A.9 MISREPRESENTATIONS**

1. The purchaser accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the Vendor or any agent acting on behalf of the Vendor in respect of the Property (whether or not in the course of any representation or negotiations) shall constitute a representation inducing the purchaser to make an offer on a Property or a condition or warranty forming part of the conditions of sale. Any information, statement, description, quantity or measurements so



given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any of its agents shall not give rise to any right of action, claim, entitlement or compensation against or from the Vendor or any of its agents under this agreement or otherwise or any right of residue of termination.

2. For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the Vendor and the purchaser relating to the Property is rescinded.

3. Any statement, representation or warranty whatsoever made by the Vendor, agent or employees during the course of negotiations leading to the sale which are not contained and set forth in the contract for sale are hereby treated as having been withdrawn and will have no force or effect at law whatsoever.

#### **A.10 MISCELLANEOUS**

1. Despite any CONDITION to the contrary:

a. All payments to be made in EUROS.

b. We do not accept cash for all or any part of the deposit.

2. BUSINESS DAY: Any day except (a) a Saturday or Sunday (b) bank holiday or public holiday in Ireland or (c) Good Friday, Christmas Day or any of the seven days immediately after Christmas Day.

3. Unless the context otherwise requires, any reference in this document (or in any condition) to “the Estate Agent(s)” shall be deemed to refer to Youbid.ie. Any members or employees of Youbid.ie who conduct the Digital Private Treaty Process do so as agents of Youbid.ie and without personal liability.

4. If you are successful in the Online Private Treaty Sale process you will be required to pay a €500 processing fee to Youbid.ie.

5. These terms and conditions shall be governed by and be construed in accordance with the laws of Ireland and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland.



## B. TERMS & CONDITIONS – USE OF YOUNBID.IE WEBSITE

### B1. TERMS OF WEBSITE USE

1. The terms set out here govern the basis on which you may make use of our **website**, whether as a registered user or otherwise. Use of the **website** includes accessing, browsing, or registering to use and also includes use for the purposes of participating in any private treaty process conducted via the **website**.
2. Please read these terms of use carefully before you start to use our **website**, as these will apply to your use of our **website**. We recommend that you print a copy of this for future reference.
3. By using our **website**, you will be confirming that you accept these terms of use and that you agree to comply with them.
4. If you do not agree to these terms of use, you must not use our **website**.

### B2. CHANGES TO TERMS

1. We may revise these terms of use and/or any of the terms and conditions set out in other parts of this online private treaty terms and conditions document at any time by amending the page on which this document appears.
2. Please check this page from time to time to take notice of any changes we may make, as they are binding on you.

### B3. CHANGES TO OUR WEBSITE

1. We may update our **website** from time to time and may change the content at any time. However, please note that any of the content on our **website** may be out of date at any given time, and we are under no obligation to update it.
2. We do not guarantee that our **website**, or any content on it, will be free from errors or omissions.

### B4. ACCESSING OUR SITE

1. We do not guarantee that our **website**, or any content on it, will always be available or be uninterrupted. Access to our **website** is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our **website** without notice. We will not be liable to you if for any reason our **website** is unavailable at any time or for any period.
2. You are responsible for making all arrangements necessary for you to have access to our **website**.
3. You are also responsible for ensuring that all persons who access our **website** through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **B5. YOUR ACCOUNT AND PASSWORD**

1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@youbid.ie](mailto:info@youbid.ie).

## **B6. NO RELIANCE ON INFORMATION**

1. The content on our **website** is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our **website**.
2. Although we make reasonable efforts to update the information on our **website**, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

## **B7. LIMITATION OF OUR LIABILITY**

1. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - a. use of, or inability to use, our **website**; or
  - b. use of or reliance on any content displayed on our **website** (including information relating to properties offered for sale.
  - c. loss or corruption of any documents, data or other information you upload or otherwise provide via the **website** - you should ensure that you keep your own copies of any such documents, data or other information.
2. We will not be liable to you for any failure to comply, or delay in complying, with any obligations which (notwithstanding any other provisions in this private treaty terms and conditions document) we may be treated as owing to you in relation to use of the **website**, where the failure or delay is caused by circumstances beyond our reasonable control.
3. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any **website** linked to it.
4. We assume no responsibility for the content of websites linked on our **website**. Such links should not be interpreted as an endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **B8. UPLOADING CONTENT TO OUR WEBSITE**

1. Whenever you make use of a feature that allows you to upload content to our **website**, or to make contact with other users of our site, you must comply with the content standards set out below. The standards apply to any and each part of the content uploaded as well as to its whole.
2. Uploads must not, amongst other things,:
  - a. Contain any material which is defamatory of any person.
  - b. Contain any material which is obscene, offensive, hateful or inflammatory.
  - c. Infringe any copyright, database right or trade mark of any other person.
  - d. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - e. Promote any illegal activity.
  - f. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
3. You must ensure that any such content does comply with those standards, and you will be liable to us for any loss or damage we suffer as a result of a breach of this obligation.

## **B9. ANTI MONEY LAUNDERING REGULATIONS**

1. In accordance with the provisions of the Criminal Justice Act 1994 and Money Laundering and Terrorist Financing 2010 Acts, Youbid.ie reserves the right to obtain proof of identification on all clients/users at the outset of our business relationship.
2. All Clients and users of the Youbid.ie website shall provide all necessary cooperation so as to ensure that Youbid.ie and its associates are able to discharge their obligations in respect of all Laws, and those specifically relating to money laundering prevention and the avoidance of other financial crimes.

