

## Youbid Online Auction Terms & Conditions

### (1) Terms & Conditions

#### **VIEWING:**

If you wish to view any property in this catalogue, you should contact the agent handling the sale. They will facilitate you and arrange access, if required, for you and/or your surveyor. If you have any queries regarding the property, they should be directed to the agent dealing with the sale.

#### **LEGAL DOCUMENTS:**

If you wish to receive legal documents and/or if you have detailed legal enquiries in respect of a Lot, please contact the Vendor's Solicitor, details of whom appear in this catalogue. Copies of those legal documents that are produced to us will be available to read online and/or to download.

#### **RESERVE PRICE:**

The Reserve price is the price indicated to the auctioneer by the Vendor, before the online auction, below which he will not sell the property. If the bidding does not reach the Reserve Price, then the Vendor is not required to sell the property. The Reserve Price itself will not be disclosed.

#### **BIDDING:**

In order to be able to register for and bid in the online auction, you must first create an online auction account. Once this is done you can sign into the online auction database with your username (email address) and password and then subsequently register for the particular auction you wish to participate in.

#### **IDENTIFICATION:**

In order to bid in the online auction you will be required to upload a copy of photo identification such as passport or driving license and, in addition, upload proof of your address such as a utility bill or bank statement (dated within the last 3 months).



Once this is done Youbid will review your registration and you will be notified when your registration is approved.

### **BIDDER SECURITY:**

A Bidder security deposit must be provided when registering to bid. The amount will depend on the reserve price which has been placed on the property and the number of properties you wish to bid on (please note that one bidder security is required per property to be purchased, i.e if you are the winning bidder on one property, and want to bid on another property, you will be required to pay an additional bidder security deposit), subject to change. The amount required for any given property will be displayed when you click into the property. The deposit is payable via a debit or credit card for all deposits and/or by online bank transfer for all deposits greater than €5,000. Our bank details (and payment reference) will be provided to you at registration.

If you are not the successful bidder on the day of the auction the deposit will be returned to you in line with our terms and conditions.

### **IMPORTANT NOTE-** if you are not the intended purchaser

If you, as the person using the website, participate in any online auction on behalf of another person (as the intended purchaser of a particular property or "Lot"), the legal effect of you doing so is as follows:

- You will be responsible, in your own name and not simply as agent for a third party Purchaser, for ensuring compliance with all obligations in this online terms and conditions document relating to use of this website and/or participation as a bidder in any online auction.
- You must ensure that you have all necessary authority to act on behalf of, and contractually bind and commit, the relevant Purchaser to all obligations set out or referred to in this online terms and conditions document which expressly or implication apply to Purchasers. This includes authority to authorise us, the auctioneers, to enter into a written contract for sale on behalf of the relevant purchaser where you successfully bid for the property on the Purchaser's behalf.
- If for any reason the person identified by you as being the (intended) Purchaser fails to comply with any obligations which expressly or implication apply to the Purchaser (including any situation in which the (intended) Purchaser disputed your authority to act and/or contract on its behalf for these purposes), you will

be responsible to us for any loss we and or any Vendor suffers as a result of that failure. This includes any failure to comply with obligations relating to the purchase of any property for which you successfully bid via an online auction.

## **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 to bid 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, in particular prior to participation in any specific online auction.

### (2) Glossary

- 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 reenacted by the date of the auction or the contract date (as applicable)

## **ACTUAL COMPLETION DATE**

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

## **ADDENDUM**

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both contained in a supplement to the CATALOGUE.

## **AGREED COMPLETION DATE**

- (a) The date specified in the Memorandum of the CONTRACT FOR SALE, or
- (b) If no date is specified, as per the general conditions definition in the CONTRACT FOR SALE.

## APPROVED FINANCIAL INSTITUTION

Any bank or building society that is acceptable to the Auctioneers.

## ONLINE AUCTION CONDUCT CONDITIONS

The conditions so headed.

## AUCTIONEERS

The auctioneers at the ONLINE AUCTION being Youbid.

## BIDDING

The designated closing time is the initial closing time for a Lot as per the Lot details page on the website. If a bid is placed within 60 seconds of the designated closing time the clock will time out to zero before a full 60 second extension is added. This is known as an extension. If a further bid is placed during an additional extension for that Lot, the clock will immediately reset to 60 seconds. There is no limit to the number of possible extensions.

Bidding will close when no further bids are received within the final 60 seconds. Please note that the extension of any one Lot's closing time does not affect the closing time of any other Lot. Therefore, it is possible that Lots will close out of numerical Lot order.

## BIDDER SECURITY DEPOSIT

A Bidder security deposit must be provided when registering to bid. The amount will depend on the reserve price which has been placed on the property and the number of properties you wish to bid on (please note that one bidder security deposit is required per property to be purchased, i.e if you are the winning bidder on one property, and want to bid on another property, you will be required to make an additional bidder security deposit), subject to change. The amount required for any given property will be displayed when you click into the property. The deposit is payable via a debit or credit card for all deposits of €5,000 and by online bank transfer for all deposits greater than €5,000. Our bank details (and payment reference) will be provided to you at registration.

If you are not the successful bidder on the day of the auction the deposit will be returned to you in line with our terms and conditions.



## **BUSINESS DAY**

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

## **COMPLETION**

Unless otherwise agreed between the VENDOR and PURCHASER (or their Solicitors) the occasion when both the VENDOR and PURCHASER have complied with their obligations under the CONTRACT FOR SALE and the balance of the PURCHASE PRICE is unconditionally received in the VENDOR'S Solicitors client account.

## **CONDITIONS OF SALE**

One of the ONLINE AUCTION CONDUCT CONDITIONS or SPECIAL CONDITIONS OR GENERAL CONDITIONS.

## **CONTRACT FOR SALE**

The contract under which the VENDOR agrees to sell and the PURCHASER agrees to buy the LOT and includes the PARTICULARS & TENURE,

DOCUMENTS SCHEDULE, SPECIAL CONDITIONS AND THE GENERAL CONDITIONS.

## **CONTRACT DATE**



The date of the ONLINE AUCTION or, if the LOT is not sold at the ONLINE AUCTION,

- (a) the date the CONTRACT FOR SALE is signed by both the VENDOR and PURCHASER; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

## LEGAL DOCUMENTS

Documents of title and other documents listed or referred to in the CONTRACT FOR SALE relating to the LOT.

## LOT

Each separate property described online is the property that the VENDOR has agreed to sell and the PURCHASER to buy

## MORTGAGE

A charge to secure a loan or other financial indebtedness (not including a rent charge).

## PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

## PURCHASER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the PURCHASER all obligations can be enforced against them jointly or against each of them separately.

## **PURCHASE PRICE**

The price that the PURCHASER agrees to pay and the Vendor agrees to accept for the Lot or, if the Lot is not sold at the online auction, the price agreed between the Purchaser and the Vendor for the Lot.

## **READY TO COMPLETE**

Ready, willing and able to complete: if the proceeds of sale for the LOT would enable the VENDOR to discharge all MORTGAGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding MORTGAGES do not prevent the VENDOR from being READY TO COMPLETE.

## **SPECIAL CONDITIONS**

Those of the CONTRACT FOR SALE so headed that relate to the LOT.

## **TENANCIES**

All tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

## **TENANCY SCHEDULE**

The Tenancy Schedule (if any) contained in the CONTRACT FOR SALE.

## **TRANSFER**



Includes a conveyance or assignment (and to Transfer includes to convey or to assign).

## **VAT**

Value Added Tax or other tax of a similar nature.

## **VENDOR**

The person selling the LOT. If two or more are jointly the VENDOR their obligations can be enforced against them jointly or against each of them separately.

## **WE (AND US AND OUR)**

The AUCTIONEER.

## **YOU (AND YOUR)**

Someone who has registered to bid at the ONLINE AUCTION, whether or not a PURCHASER.

### **(3) Guidance for Prospective Purchasers**

These notices are intended to assist you as a prospective Purchaser. Legal matters can be complex and so these Guidance Notes, the Online Auction Conduct Conditions, the Online Auctioneer's Pre-Sale Announcements, together with any other conditions, documents or matters affecting the Lot you are interested in should be read and considered carefully. Whilst the Vendors of the Lots described in this catalogue have used reasonable efforts to ensure that Lots are correctly described, we strongly recommend that you appoint professional advisors including independent legal advisors and arrange for them to consider and advise you on all aspects of your intended purchase.

## **1. RESERVE PRICES**

You should not treat any reserve price that is published in respect of a Lot nor any estimate or suggestion as to the price for which a Lot may be sold or price that you might consider bidding for a Lot as being a valuation for that Lot. It is your responsibility to decide how much you should bid for any Lot.

## 2. CONDITIONS OF SALE

- 2.1 You will become legally bound by the conditions of sale applicable to a Lot from the moment that you are successful. A successful bid is one where the bidding period closes and the Purchaser's bid is (by operation of the website) accepted by the auctioneers on behalf of the Vendor (subject to and in accordance with the online auction conduct conditions) as being the highest valid bid for the relevant Lot at that time which has met or exceeded the reserve price. A bid, even if it is the highest valid bid for a Lot, will not be successful if the reserve price has not been met.
- 2.2 It will be assumed that you have read and considered the conditions of sale, the contract for sale, and any other relevant documents for the Lot(s) you are interested in on or before the day of the auction, that you have shown them to your professional advisors and have taken their professional advice before bidding.
- 2.3 The conditions of sale consist of the following:
- The online only auction conduct conditions.
  - The general conditions and the special conditions of sale for the Lot obtainable from the Vendor's Solicitors or the auctioneers.
- 2.4 An addendum will be available before the auction should it be required. This document will detail any corrections, amendments and/or additions made to the particulars contained in the catalogue for any of the Lots. It will be assumed that you have read the addendum and have satisfied yourself as to the context and implications of any addendum item relating to any Lot you are interested in before bidding.

## 3. PROCEDURES ON SALE OF THE LOT

- 3.1 In order to be able to register for and bid in the online auction you must first create a Youbid auction account.



- 3.2 Once you have created a Youbid online auction account you can sign into the online auction with your username (email address) and password and register in relation to specific Lots for the particular auction you wish to participate in.
- 3.3 As part of the registration process, amongst other things, you will be required to upload a copy of your driving licence/passport and a utility bill (no more than 3 months old). You will also be required to confirm that you accept that your bid will be legally binding from the time the bidding period closes and your bid has been (by operation of the website) accepted by Youbid on behalf of the Vendor as being the highest valid bid for the relevant Lot at that time which has met or exceeded the reserve price. A bid, even if it is the highest valid bid for a Lot, will not be successful if the reserve price has not been met. Further, you will be required to authorise Youbid to sign the contract for sale on your behalf.
- 3.4 All bidding takes place online. Once registration is approved by Youbid and the bidder security deposit has been paid, registrants can submit bids by clicking the “place instant bid” button on the Lot page for each property or by submitting a maximum bid amount.
- 3.5 The bidding increments are set by Youbid (e.g. €1,000 per bid), subject to change. However bidders have the option to increase these increments to make a higher bid.
- 3.6 If two or more parties leave identical bids, the first bid received will take precedence.
- 3.7 You cannot cancel a bid once it has been submitted. You may adjust a maximum bid entered (on an upwards only basis) in situations when the current bidding is still below the submitted maximum bid amount.
- 3.8 If you are successful, or not, you will be notified by email after the Lot closes.
- 3.9 If you are successful, and in accordance with the authority you provided on registration for Youbid to sign contracts on your behalf, Youbid will sign contracts on behalf of the Vendor and on your behalf to confirm in writing the terms and conditions applicable to the sale and purchase of the relevant Lot.
- 3.10 Once contracts have been signed on your behalf and on behalf of the Vendor, your Solicitor will be sent one part executed contract electronically.

#### 4. DEPOSIT

4.1 The deposit is the sum you must pay to the Vendor upon acceptance by the auctioneer of your bid as a guarantee that you will proceed to completion of the purchase. If completion takes place without dispute, the deposit so paid becomes part payment of the purchase price.

#### **DEPOSITS MUST BE PAID IN EUROS.**

4.2 A deposit taken as agent for the Vendor effectively belongs to the Vendor as soon as it is paid and will be released to him, net of auctioneer fees, after the auction without further reference to you. You may have a right to recover it from the Vendor if the Vendor fails to complete.

4.3 A deposit taken by the auctioneers as stakeholder will be held in the auctioneers client account until completion, or until it is sent to the Vendors Solicitor whichever is the earlier. The auctioneers are entitled to keep interest (if any) earned on the deposit during the time it is held by them.

4.4 The minimum deposit WE accept is €5,000. A SPECIAL CONDITION may, however, require a higher minimum deposit. The bidder security deposit will be used as payment toward the applicable deposit. Successful bidders must pay the balance of 10% of the Purchase Price (if applicable) to Youbid within 24 hours of the Lot closing. This can be paid by Electronic Funds Transfer (EFT) or bank draft only. With the lot address as reference.

4.5 You are at risk of losing the deposit paid on a Lot, and at risk of the Vendor taking legal action against you for breach of contract, if you fail to complete your purchase of the Lot.

4.6 If you buy more than one Lot, you will need to pay a separate deposit for each Lot.

4.7 Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as amended

Please upload the necessary proof of identity:

Identity: The verification of photographic identity can be given by production of a Current signed passport, Current signed photo driving licence, National Identity card/passport (overseas client).

Verification of Home Address: We will require verification of your current home address. This can be obtained by Recent utility Bill (no older than 3 months but not a mobile phone bill), Local Authority Council Tax or Business

Rate Bill, Bank/Building society/National Savings statement, Mortgage Statement.

## 5. PLANS AND PHOTOGRAPHS

5.1 The plans and photographs shown in the catalogue are included in order to assist you in locating the Lot 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 Lot, not for the purpose of indicating legal boundaries. The Auctioneers cannot guarantee that any plans or photographs show the up-to-date position with regard to occupiers either for the Lot or for any other properties shown in such plans or photographs.

## 6. CONDITION, INSPECTION AND VACANT POSSESSION

- 6.1 It is strongly recommended that, as a prudent Purchaser you make every effort to physically inspect the Lot and where possible, arrange to have it professionally surveyed prior to the online only Auction.
- 6.2 If you want to inspect the Lot before the Online Auction, it may be possible to arrange this with the Auctioneers on prior notice and you should therefore contact them in advance of the online only auction.
- 6.3 Keys to Lots that are offered for sale with vacant possession will normally be made available to you on completion of the sale. However, access to the Lot 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 Auctioneers about this).



**7. RENTS AND INFORMATION RELATING TO TENANTS**

Estimates or suggestions given by the Auctioneers as to current or future rental values affecting any Lot or as to the current or future open market rental value of the whole or any part of the Lot must not be treated as valuations but

only as estimates. You should consult your own professional advisors to establish whether such estimates or suggestions are accurate.



8. The Purchaser agrees and 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 Lot (whether or not in the course of any representation or negotiations leading to the online only auction) shall constitute a representation inducing the Purchaser to enter into the sale 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 misdescription 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 (whether or not in the course of any representation or negotiations leading to the online only auction) 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.

The contract for sale comprises the entire of the contract between the Vendor and the Purchaser and supersedes any other alleged contract between the parties in relation to the Lot. For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the Vendor and Purchaser relating to the Lot 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.

## (4) Online Auction Conduct Conditions

### **A1. INTRODUCTION**

A1.1 Words in CAPITALS have special meanings, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that YOU accept these Online AUCTION 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 the Conditions). They can be varied only if WE agree.

### **A2. OUR ROLE**

A2.1 As agents for each VENDOR we have authority to:

1. prepare the CATALOGUE from information supplied by or on behalf of each VENDOR;
2. offer each LOT for sale;
3. sell each LOT;
4. receive and hold the deposit as stakeholder/ agent for the Vendor;
5. sign each CONTRACT FOR SALE as agents for the VENDOR; and
6. treat a Contract as repudiated if the PURCHASER fails to pay a deposit as required by these ONLINE AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the ONLINE AUCTION is final.

A2.3 WE may cancel the ONLINE AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 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.

A2.5 YOU acknowledge that Youbid will use reasonable endeavours to provide online auction facilities. In the event of an issue arising with the online auction, of whatever nature and howsoever arising, Youbid reserve the right to suspend or cancel the auction. Youbid further reserve the right to declare all results of the auction as being null and void. A non-exhaustive list of potential issues which may occur (at YOUR end or otherwise) include failures with internet connectivity, servers or software. If feasible in the circumstances, Youbid will use all reasonable endeavours to restart the online auction as soon as possible. Please note that, in all such situations, the Auctioneer's decision is final.

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

A3.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. 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.

A3.2 If the CONDITIONS OF SALE do not contain a description of the LOT, or simply refer to the relevant LOT number, 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.

A3.3 The PARTICULARS and the CONDITIONS OF SALE may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.

A3.4 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.

#### **A4. BIDDING AND RESERVE PRICES**

A4.1 YOU must when registering for the ONLINE AUCTION and before you can bid:

- (a) provide all information WE reasonably need from YOU to enable us to complete the CONTRACT FOR SALE (including proof of your identity if required by US);
- (b) authorise US to sign the completed CONTRACT FOR SALE on your behalf; and
- (c) pay the BIDDER SECURITY deposit.

A4.2 All bids are to be made in euros exclusive of any applicable VAT save where the Special Conditions state otherwise.

A4.3 WE may refuse to accept a bid. WE do not have to explain why.

A4.4 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A4.5 Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION.

A bid, even if it is the highest valid bid for a Lot, will not be successful if the reserve price has not been met.

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

A5.1 A successful bid is one WE accept as such. This CONDITION A5 applies to YOU if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the CONDITIONS OF SALE at the PURCHASE PRICE YOU bid plus VAT (if applicable).

A5.3 If YOU successfully bid, YOU will become legally bound by the CONDITIONS OF SALE applicable to a Lot from the moment that YOU are successful, i.e. at the time the bidding period closes and YOUR bid is (by operation of the website) accepted by the auctioneers on behalf of the Vendor as being the highest valid bid for the relevant Lot at that time which has met or exceeded the reserve price. A bid, even if it is the highest valid bid for a Lot, will not be successful if the reserve price has not been met.



A5.4 If YOU are successful, and in accordance with the authority YOU provided on registration for Youbid to sign contracts on YOUR behalf, Youbid will sign contracts on behalf of the Vendor and on YOUR behalf to confirm in writing the terms and conditions applicable to the sale and purchase of the relevant Lot.

A5.5 YOU must, if successful, pay the balance of the 10% deposit of the Purchase Price (if applicable) within 24 hours of the Lot closing. This can be paid by Electronic Funds Transfer (EFT) or by bank draft.

A5.5 The deposit:

- (a) is to be held as 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' draft made payable to Youbid drawn on an APPROVED FINANCIAL INSTITUTION. The Miscellaneous Section at A6 below may state if WE accept any other form of payment.

A5.6 WE may retain the CONTRACT FOR SALE signed by or on behalf of the VENDOR until the deposit has been received in cleared funds.

A5.7 If YOU do not comply with the provisions of A5.6 above 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 LOT for sale again: the VENDOR may then have a claim against YOU for breach of contract;

A5.8 If the PURCHASER does not comply with its obligations under the CONTRACT FOR SALE then:

- (a) YOU are personally liable to buy the LOT 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.

A5.9 Where the PURCHASER is a company YOU warrant that the PURCHASER is properly constituted and able to buy the LOT.

## **A6. MISCELLANEOUS**

- A6.1 Despite any CONDITION to the contrary:
- (a) The minimum deposit WE accept is 10% of the total PURCHASE PRICE. A SPECIAL CONDITION may, however, require a higher minimum deposit.
  - (b) WE do not accept cash for all or any part of the deposit.
- A6.2 Unless the context otherwise requires, any reference in this CATALOGUE (or in any CONDITION) to “the Auctioneer(s)” shall be deemed to refer to Youbid. Any members or employees of Youbid who conduct the AUCTION do so as agents of Youbid and without personal liability.