NOTICE TO BIDDERS

1 Conditions of Sale

1.1 Prospective Purchasers are advised that **ALL SALES** are subject to the following terms:

(a) The **Common Auction Conditions (Edition 5)**, reproduced by permission of the Royal Institution of Chartered Surveyors (RICS) and available within the legal pack and auction website;

(b) Any **amendments or additions** to those Conditions;

(c) The **Special Conditions of Sale** for each individual lot, which are available via the auction website;

(d) Any **addendum or alteration** made available for inspection prior to the auction;

(e) The contents of this **Notice to Bidders**.

2 Particulars of Sale

Prospective purchasers are strongly advised to carefully review the **Particulars of Sale** published in the auction catalogue and online listing. It is their responsibility to satisfy themselves as to the accuracy of all information provided, including (but not limited to):

(a) **Measurements, areas**, and other physical attributes;

(b) **Matters affecting the property**, including any rights, easements, covenants, or restrictions to which the property is subject or entitled;

(c) **Fixtures, fittings and contents** expressly stated to be included in the sale.

All dimensions, measurements and areas are **approximate** and for guidance only.

Please note that **services, systems and appliances** included with the property have **not been tested**, and no warranty is given as to their condition or functionality.

Any statements made by the Auctioneers or their staff, whether verbally or in writing, are provided in good faith but **do not constitute representations** or warranties and should not be relied upon as such.

3 Photographs and Plans

Any **photographs and plans** included in the Particulars of Sale are provided **for identification and location purposes only**. Plans are reproduced from photographs and are **not to scale**, nor are they intended to show the precise extent of the property or the legal interest being sold.

Boundary lines, plot numbers, or markings on images are illustrative only and should not be relied upon as a representation of ownership or legal boundaries.

Prospective purchasers must rely on their **own inspections** of the property and refer to the **Special Conditions of Sale** for full details regarding the **extent and nature of the property** being offered.

All such plans and photographs are **expressly excluded** from the contract of sale and do not form part of any legal representation.

4 Guide Prices

Guide prices are provided as an **indication of the seller's current minimum acceptable price** at auction. The final sale price, whether agreed **prior to or at the auction**, may be **higher or lower** than the guide price, depending on market interest and activity.

Guide prices are **not to be relied upon as a formal valuation** and do not represent a professional opinion of value for any purpose. They are not provided in accordance with the standards or guidance of any professional valuation body or regulatory authority.

Prospective purchasers are strongly advised to **form their own view** on the potential purchase price, based on their own enquiries and due diligence.

NOTICE TO BIDDERS

Please note that the guide price **does not include** any applicable **administration fees** or **additional costs** that may be charged by the seller, details of which are set out in the **Special Conditions of Sale**.

5 Inspection and Searches

It is assumed that prospective purchasers have **inspected the property**, carried out the **usual pre-contract enquiries and searches**, and are relying on their own knowledge or the advice of **independent professional advisers**.

All information published is provided in good faith but **is not warranted** and should be verified by reference to the **legal documentation**, which is generally only available once the catalogue has been published.

Purchasers must satisfy themselves as to the **accuracy of all details**, including (but not limited to) **leases, tenancies, licences, rents, rent reviews, service charges, outgoings**, and any other matters relevant to the property.

6 Withdrawn Lots or Sales

Vendors reserve the right to **withdraw or sell their property at any time prior to the auction**.

Neither the Auctioneers nor the Vendors accept any liability for **abortive costs, losses or damages** incurred by prospective purchasers in relation to lots that are **withdrawn or sold prior to the auction**.

Up-to-date information regarding the **status of any lot** (including prior sale or withdrawal) may be obtained by contacting the Auctioneers. However, such information is **only accurate at the time of the enquiry** and may be subject to change.

7 Addendums

Prospective purchasers are advised to **verify the property details on the day of the sale**.

Any amendments to the particulars, conditions of sale, or both, will be published as a **notice from the Auctioneers** on the relevant lot page of the auction website.

Purchasers are deemed to have bought with **full knowledge of any such addendum**.

8 Bidders Pre-Registration

Registration requires details of the bidder, purchaser, and solicitor. You will also need to upload a copy of the bidder's photo ID and a recent proof of address. Acceptance of the Terms and Conditions is mandatory.

For further details, please visit **smartpropertyauctions.co.uk**.

9 Bidder Security

A bidder security deposit of £5,000 is required for all properties you wish to bid on. This must be paid **in advance of the online auction date**, either by bank transfer or by a hold on a credit/debit card.

If you are **not the successful bidder** for a property, your bidder security will be refunded in full.

For successful bidders, the bidder security will be **applied as part payment towards the required deposit** and the **Buyer's Premium**. The remaining balance of the **10% deposit (if applicable)** must be paid to **CAPITAL PRESTIGE LTD** who own and operate **SmartPropertyAuctions.co.uk** by bank transfer within **two business days** of the lot closing.

Please note: Your bidder security will become **non-refundable immediately upon making a successful bid**.

NOTICE TO BIDDERS

10 Administration Fee Buyer's Premium

A combined **administration fee** and **buyer's premium of 1% of the purchase price plus VAT** (subject to a **minimum fee of £6,000 including VAT**) is payable on all properties.

If you are the winning bidder this combined administration and buyer's premium will be deducted from the bidder security. Please note that a separate combined administration fee and buyer's premium is required for each property you wish to bid on.

If you are **not the successful bidder**, the combined administration fee and buyer's premium paid in respect of that property will be **refunded in full**.

Important: The combined administration fee and buyer's premium becomes immediately non-refundable **if you make the successful bid on a property.**

11 Designated Closing Time

This is the **scheduled closing time** for the online auction of the property and is displayed on the relevant **Lot Details page** on our website.

12 Extension

An extension is triggered when a valid bid is placed within the final 60 seconds of the scheduled closing time. In such cases, an additional 60 seconds will be added to the closing time for that property.

13 Further Extension

If a valid bid is placed during an extension period, the countdown timer will immediately reset to 60 seconds. There is no limit to the number of extensions that can occur.

14 Binding Contract

You will be legally bound at the point the bidding period ends, provided your bid is accepted by Capital Prestige Ltd t/a SmartPropertyAuctions.co.uk (via the website) as the successful bid. That is, the highest bid for the relevant Lot that meets or exceeds the reserve price. Capital Prestige Ltd t/a SmartPropertyAuctions.co.uk will sign the sale contracts on your behalf on the day of the auction and forward signed copies to both your solicitor and the seller's solicitor. The balance of the 10% deposit must be paid by bank transfer within two working days.

15 Default of Purchaser

If the Purchaser fails to comply with any of the above obligations, the Auctioneer, acting as agent for the Vendor, shall be entitled to treat such failure or default as a repudiation of the contract and may rescind the agreement. The Auctioneer may then re-offer the property for sale. The Vendor also reserves the right to claim for any loss incurred as a result.

16 Keys

Purchasers should note that they will not be granted access to the property or receive keys until completion of the sale, unless otherwise agreed by special arrangement.