

FSS Online Auction Terms & Conditions

THIS DOCUMENT IS SPLIT INTO THE FOLLOWING PARTS:

1. Introduction;
2. Glossary;
3. Guidance for Prospective Purchasers;
4. Online Only Auction Conduct Conditions;
5. Online Only Auctioneer's Pre-Sale Announcements;
6. Terms & Conditions for use of our website.

1) Introduction

LEGAL DOCUMENTS

If you wish to receive legal documents and/or if you have detailed legal enquiries in respect of any Lot, please contact the relevant Vendor's Solicitors, details of whom appear on the individual Lot pages.

Copies of those legal documents that are produced to us will be available to read online and/or to download. Please go to our website <https://fssproperty.eigonlineauctions.com> for further details.

In relation to legal matters concerning the Lots, please note the following:

RESERVE PRICE

- The reserve price is the lowest price that the Vendor is prepared to accept for 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.

VIEWINGS

If you wish to inspect a property internally before the Auction, please go to our website <https://fssproperty.eigonlineauctions.com> for further details.

BIDDING

In order to be able to register for and bid in the online-only auction, you must first create an FSS online Auction account at <https://fssproperty.eigonlineauctions.com>. Once this is done you can sign into the online-only auction 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-only auction you will be required to upload a copy of photo identification such as your passport or driving licence 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 FSS will review your registration and you will be notified when your registration is approved.

BIDDER SECURITY

A bidder security of £2,500 is required to bid in the online only auction and this is payable by credit card, debit card or by bank transfer only. Additional fees may apply if you are paying by credit card. If paying by card, bidders will be required to insert their card details once they have selected to register for a particular auction. The payment will be processed by SagePay (www.SagePay.ie). The funds will be taken on a “pre-authorised” basis and can be made once you have registered with US but must be paid prior to the auction. If paying by bank transfer, our bank details (and payment reference) will be provided to you at registration. 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 make an additional bidder security.

IMPORTANT NOTE – IF YOU ARE NOT THE INTENDED PURCHASER

If you, as the person using our 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 by 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 a 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 by implication apply to the Purchaser (including any situation in which the (intended) Purchaser disputes your authority to act and/or contract on its behalf for these purposes), you will be responsible to us for any loss we 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.

PURCHASER'S GUIDE TO AUCTIONS

If you are unfamiliar with buying at an online only auction, please refer to FSS auctions.

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 re-enacted by the date of the auction or the contract date (as applicable); and
- FSS = Feather Smailes Scales

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-ONLY AUCTION CONDUCT CONDITIONS

The conditions so headed.

AUCTIONEERS

The auctioneers at the ONLINE-ONLY AUCTION being FSS which is a trading name of Feather Smailes Scales LLP.

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

The sum of £2,500 is required to bid in the auction and this is payable by credit card, debit card or by bank transfer only. Additional fees may apply if you are paying by credit card. If paying by card, bidders will be prompted to insert their card details once they have selected to register for a particular auction. The funds will be taken on a "pre-authorised" basis and will be processed by Sage Pay. If paying by bank transfer, our bank details (and payment reference) will be provided to you at registration. One bidder security is required per property to be purchased.

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-ONLY 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-ONLY AUCTION or, if the LOT is not sold at the ONLINE-ONLY 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.

GENERAL CONDITIONS

The Law Society General Conditions of Sale (2009 Edition).

INTEREST RATE

If not specified in the Memorandum of the CONTRACT FOR SALE, 4% above the Court Rate pursuant to Section 22 Courts Act 1981 (the INTEREST RATE will also apply to judgment debts, if applicable).

LOT

Each separate property described online is the property that the VENDOR has agreed to sell and the PURCHASER to buy (including CHATTELS if any).

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 only 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.

VAT OPTION

An option to tax.

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 AUCTIONEERS.

WEBSITE

<http://fssproperty.eigonlineauctions.com>

YOU (AND YOUR)

Someone who has registered to bid at the ONLINE-ONLY 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 Only Auction Conduct Conditions, the Online Only 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-only auction you must first create an FSS auction account.
- 3.2 Once you have created an FSS online auction account you can sign into the online-only 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 FSS 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 FSS to sign the contract for sale on your behalf.

- 3.4 All bidding takes place online. Once registration is approved by FSS and the bidder security 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 FSS (e.g. £1,000 per bid). 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 FSS to sign contracts on your behalf, FSS 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 POUNDS STERLING.

- 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 10% of the total PURCHASE PRICE, or £5,000 whichever is the higher. A SPECIAL CONDITION may, however, require a higher minimum deposit. The bidder security of £2,500 will be used as payment toward the applicable deposit. Successful bidders must pay the balance of 10% (if applicable) to FSS within two business days of the Lot closing. This can be paid by Electronic Funds Transfer (EFT) or bank draft only.
HSBC, Harrogate,
Account No. 51869817
Sort code 40-23-12
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 MONEY LAUNDERING REGULATIONS 2007

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)
UK armed services ID Card
Police/other Government department ID Card
Firearms certificate (from Chief Constable)

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
Local Authority rent card/tenancy agreement
Benefit book or benefits Agency letter

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 only 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 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 (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 Only 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 Only 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 ONLY AUCTION CONDUCT CONDITIONS.
- A2.2 OUR decision on the conduct of the ONLINE ONLY AUCTION is final.
- A2.3 WE may cancel the ONLINE ONLY 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 FSS 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, FSS reserve the right to suspend or cancel the auction. FSS 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, FSS 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 ONLY 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.
- A4.2 All bids are to be made in pounds sterling 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 FSS to sign contracts on YOUR behalf, FSS 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 (if applicable) within two business days of the Lot closing. This can be paid by Electronic Funds Transfer (EFT) or by bank draft.
- A5.6 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 pounds sterling by Electronic Funds Transfer or by bankers' draft made payable to FSS drawn on an APPROVED FINANCIAL INSTITUTION. The Miscellaneous Section at A6 below may state if WE accept any other form of payment.
- A5.7 WE may retain the CONTRACT FOR SALE signed by or on behalf of the VENDOR until the deposit has been received in cleared funds.
- A5.8 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;

A5.9 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.

A5.10 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, or £5,000 whichever is the higher. 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 FSS. Any members or employees of FSS Space Ltd who conduct the AUCTION do so as agents of FSS and without personal liability.

5) Online Only Auctioneer's Pre-Sale Announcements

1. An Addendum (if applicable) to the Particulars and Conditions of Sale will be distributed and made available on our website.

The Addendum is an important document which provides details of all corrections to the catalogue and/or the Conditions of Sale.

Prospective Purchasers are deemed to have read the Addendum whether they have actually done so or not.

2. The Conditions of Sale have usually been available for inspection on our website or from the Vendor's Solicitors prior to auction.
3. We sell each Lot on the basis that prospective Purchasers have made all their enquiries and are satisfied, or not as the case may be, as a result of such enquiries and that they have read the Notices on our website and the Conditions of Sale and fully understand their content.

PLEASE NOTE If you still have a question in your mind in respect of any of the Lots please contact a representatives of the Auctioneers who will do his or her best to obtain an answer for you prior to the auction. If you are not sure which Lot you are bidding for, please do not bid.

4. At the time of registration all bidders will be required to lodge a bidder security of £2,500 which is payable by credit card, debit card or by bank transfer only. The funds will be taken on a "pre-authorised" basis and can be made once you have registered with US but must be paid prior to the auction. One bidder security is required per property to be purchased.

If a bidder is not successful, the hold on the debit or credit card will be released.

Where a bidder is successful the bidder security will be used as partial payment against the 10% deposit required. Successful bidders must pay the balance of the 10% deposit (if applicable) within two business days of the Lot closing. This can be paid by Electronic Funds Transfer or bank draft only.

Unless otherwise stated in the Special Conditions of Sale, the deposit will be for **the greater of £5,000 or 10%** of the sale price excluding VAT. Cash or cheque deposits are not acceptable.

5. **All deposits must be paid in pounds sterling.**
6. As part of the registration process all bidders will be required to provide their contact information (including name and address, email address and telephone number), the name of the Purchaser, (please note that you must specifically name the person or organisation that is to be the Purchaser of the Lot as Lots cannot be Transferred to an unnamed Purchaser and any references to 'nominees', 'associates' or similar are unacceptable, upload a copy of their driving licence/passport and a utility bill (no more than 3 months old) and authorise FSS to sign contracts on their behalf. FSS will sign the Contracts for Sale on behalf of the Vendor and the Purchaser. Once the Contracts have been signed by FSS on behalf of the Vendor and the Purchaser the Contract will be sent to the Solicitors for the Vendor and the Purchaser electronically. The majority of Lots offered for sale will be offered subject to reserve prices. Any exceptions will be announced on the day.

6) Terms & Conditions for use of our website

B1 Terms of Website Use

- B1.1 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 online auction conducted via the **website**.
- B1.2 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.
- B1.3 By using our **website**, you will be confirming that you accept these terms of use and that you agree to comply with them.
- B1.4 If you do not agree to these terms of use, you must not use our **website**.

B2 Other Applicable Terms

- B2.1 These terms of use refer to the following additional terms, which also apply to your use of the website:
- (a) Our Privacy Policy <https://onlineauction.FSSco.uk/pages/privacy> which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you confirm that all data provided by you is accurate.
 - (b) Our Cookie Policy fssproperty.eigonlineauctions.com/home/cookiepolicy which sets out information about the cookies on our site.

B3 Changes to Terms

- B3.1 We may revise these terms of use and/or any of the terms and conditions set out in other parts of this online auction terms and conditions document at any time by amending the page on which this document appears.
- B3.2 Please check this page from time to time to take notice of any changes we may make, as they are binding on you.

B4 Changes to Our Website

- B4.1 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.
- B4.2 We do not guarantee that our **website**, or any content on it, will be free from errors or omissions.

B5 Accessing Our Site

- B5.1 Our **website** is made available free of charge.
- B5.2 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.
- B5.3 You are responsible for making all arrangements necessary for you to have access to our **website**.
- B5.4 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.

B6 Your Account and Password

- B6.1 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.

B6.2 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.

B6.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@FSS.co.uk

B7 Intellectual Property Rights

B7.1 We are the owner or the licensee of all intellectual property rights in our **website**, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved and except as specifically detailed below nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of FSS or any other third party.

B7.2 You may print off one copy, and may download extracts, of any page(s) from our **website** for your own use (including use in relation to any **online auction**) and you may draw the attention of others within your organisation to content posted on our site.

B7.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

B7.4 Our status (and that of any identified contributors) as the authors of content on our **website** must always be acknowledged.

B7.5 You must not use any part of the content on our **website** for commercial purposes without obtaining a licence to do so from us or our licensors.

B7.6 If you print off, copy or download any part of our **website** in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

B8 No Reliance on Information

B8.1 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.

B8.2 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.

B9 Limitation of Our Liability

B9.1 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** (including any inability to place bids or otherwise participate in any **online auction**); or
- (b) use of or reliance on any content displayed on our **website** (including information relating to lots offered for sale in any **online auction**).
- (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.

B9.2 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 online auction 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.

B9.3 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.

- B9.4 We assume no responsibility for the content of websites linked on our **website**. Such links should not be interpreted as 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.

B10 Uploading Content to Our Website

- B10.1 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.

- B10.2 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.

- B10.3 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 breach of this obligation.

- B10.4 Any content you upload to our **website** will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence (on a royalty free basis) to use, store and copy that content in connection with the purposes for which it was uploaded and (where appropriate, given the content and the relevant purposes for which it was uploaded) to distribute and make it available to third parties..

- B10.5 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our **website** constitutes a violation of their intellectual property rights, or of their right to privacy.

- B10.6 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our **website**.

- B10.7 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards.

- B10.8 You may not use any data gathering or data extraction tools, such as robots, on the **website** without our prior written permission.

- B10.9 The views expressed by other users on our **website** do not represent our views or values.

B11 Viruses

- B11.1 We do not guarantee that our **website** will be secure or free from bugs or viruses.

- B11.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our **website**. You should use your own virus protection software.

- B11.3 You must not misuse our **website** by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our **website** via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our **website** will cease immediately.

B12 Linking to Our Site

- B12.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- B12.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- B12.3 You must not establish a link to our website in any website that is not owned by you.
- B12.4 Our site must not be framed on any other website, nor may you create a link to any part of our site other than the home page.
- B12.5 We reserve the right to withdraw linking permission without notice.
- B12.6 The website in which you are linking must comply in all respects with the content standards set out in the paragraph 'Uploading Content to Our Website' above.
- B12.7 If you wish to make any use of content on our website other than that set out above, please contact info@FSS.co.uk

B13 Third Party Links and Resources in Our Site

- B13.1 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only.
- B13.2 We do not control, investigate, monitor or check such websites, we are not responsible for the computer programs available from, content in or opinions expressed at such Web sites, and we do not investigate, monitor or check third party websites. We provide such third-party links only as a convenience to visitors of the Site, and the inclusion of a link does not imply approval or endorsement of the linked site by us. If you decide to leave the **website** and access any third-party site, you do so at your own risk.

B14 Suspension and Termination

- B14.1 If you fail to comply with any of these terms of use, the actions that we may take include the following:
 - (a) Immediate, temporary or permanent withdrawal of your right to use our **website**.
 - (b) Immediate, temporary or permanent removal of any posting or material uploaded by you to our **website**.
 - (c) Issue of a warning to you.
 - (d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - (e) Further legal action against you.
 - (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

B15 Applicable Law

- B15.1 Please note that these terms of use will be governed by and construed in accordance with the laws of the United Kingdom.