



AUCTION TERMS and CONDITIONS

DATE: 5th March 2026

PROPERTY DETAILS: Middle Garage
Rear of 34 Portland Street,
Leamington Spa CV32 5EY

CLIENT NAME: Mrs Caroline Stanton

GUIDE PRICE: £15,000

1. THE AUCTION

By signing the Agreement, you agree that:

- a) Hawkesford (Warwickshire) Limited shall submit the property for sale by Public Auction on (date)
- b) Hawkesford (Warwickshire) Limited as your agent and auctioneer have:
 - I. The right to bid on your behalf up to but not above the authorised Reserve price, neither you nor any other person representing you has the authority to bid in the auction room.
 - II. The right to regulate the bidding
 - III. The right to refuse to accept any bid or bids without giving any reason for refusal at our discretion
 - IV. The right to sell all or any of the Lots in separate Lots or to sell one Lot where individual Lots are offered
 - V. The right to re-offer any Lot in respect of which the bidding is disputed

- VI. The right to sign the Contract on behalf of both the Seller and the Buyer
 - VII. The right to sell the property at or above the Reserve price for a period of 14 days after the auction without further reference to the Seller.
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- c) The final bidder at or in advance of the Reserve price is under a binding contract on the fall of the gavel to purchase the property in accordance with the General and Special Conditions of Sale together with any other relevant documentation. If the Buyer refuses to complete, or incorrectly completes the Memorandum of Sale, we reserve the right to offer the property to the under bidder or alternately to re-offer the property by auction and to claim any resultant losses against the original bidder.
 - d) In the event of any dispute on bidding the Auctioneer's decision is final.
 - e) Hawkesford (Warwickshire) Limited may sell the property with your written consent on an auction contract basis prior to the Auction.
 - f) The Buyer's deposit is paid to Hawkesford (Warwickshire) Limited as your agent and they will deduct their fees, all expenses and VAT from the Buyer's deposit.

2) **RESERVE PRICE**

The Reserve Price will be £ (To be agreed at a later date)

If I/we increase the Reserve price in excess of 10% of the advertised guide price without the agreement of the Auctioneers, the property will be withdrawn from Auction and the appropriate fee as per clause 6, will become chargeable.

3) **COMMISSION**

Commission will be a flat fee of £1,500 + VAT of the sale price.

Commission is a fixed amount together with the VAT thereon at the prevailing rate. The fee, plus any other costs or charges agreed, becomes legally due to

Hawkesford (Warwickshire) Limited upon the fall of the gavel in the Auction, if sold otherwise, once Contracts are exchanged (whether or not the sale completes).

If a last bid is received which is below the Reserve price, we retain the right to sell the property if Hawkesford (Warwickshire) Limited adjust their commission by the appropriate amount to net the Vendor the Reserve price.

4) CATALOGUE ENTRY FEE

Should the property fail to sell at auction a catalogue entry fee of **£250 + VAT** will be charged.

5) OUR SERVICES

Hawkesford (Warwickshire) Limited are obliged to inform you that our associated financial advisors will offer advice on mortgages and insurance products to potential purchasers of your property. Also, should a prospective purchaser have a property to sell, we will offer to assist them with the sale of their property.

6) WITHDRAWAL

If for any reason the property is withdrawn by you from the market between the date of this agreement and the date of the Auction, a withdrawal fee of 0.25% plus VAT of the advertised guide price will become payable. The withdrawal fee increases to 0.75%, plus VAT, if the property is withdrawn within five working days of the date of the Auction.

For the avoidance of doubt, if the property is withdrawn and unconditional Contracts for the sale are exchanged (see Sole Selling Rights) our commission rate still applies whether or not Hawkesford (Warwickshire) Limited found the purchaser. Hawkesford (Warwickshire) Limited may remove the property if necessary, without charge.

7) OFFERS

The sale is to be subject to a Reserve price to be agreed in writing between us prior to the date of the Auction. Under the Estates Agents Undesirable Practices

(2) Order 1991, SI 1991 No 0132 Schedule 3, para 3b, we confirm that we are obliged to inform you of all offers to buy your property.

By signing this agreement, you confirm to the Auctioneer that certain offers need not be referred to you in writing, namely any offer made as a bid from the floor during the sale of the property by Public Auction or any offers made to us prior to the Auction, if they are below the Reserve price.

PLEASE NOTE

1. Exchange of Property: In the event that you purchase a property, and this results in that person or company buying your house in part exchange, we are regarded as having been instrumental in effecting the introduction and are, therefore, entitled to our normal sales commission.
2. All Buyers deposit cheques will be made payable to Hawkesford (Warwickshire) Limited.
3. The buyer will pay a Buyer's Premium of £500 + VAT to Hawkesford (Warwickshire) Ltd.
4. We reserve the right to refuse to sell at auction any property where the Reserve price unrealistically exceeds that of the guide price.

SOLE SELLING RIGHTS

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in respect of each of the following:

- I. If unconditional Contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us, but by another agent or by other person, including yourself.
- II. If unconditional Contracts for the sale of the property are exchanged after the expiry of the period during which was introduced to you during that period, or with whom we had negotiations about the property during that period.

NOTE

This agreement replaces all other Agreements for the sale of the property currently in force with Hawkesford (Warwickshire) Limited, which are hereby terminated. If you have existing agreements or contracts with any other agents in respect of this property it is essential that you cancel these arrangements immediately.

The Sole Selling Rights Agreement “the Agreement” will commence from the date of this instruction agreement and will continue until and including the day on which the Auction takes place. If the property is not sold by Auction, the Agreement will remain in force for a minimum period of 30 days after the Auction and thereafter until Hawkesford (Warwickshire) limited receive and acknowledge written notice clearly specifying termination of the Sole Selling Rights Agreement. *The Agreement will remain in force for a notice period of 21 days after and not including the date of receipt of the written notice of termination.*

I/We hereby instruct Hawkesford (Warwickshire) Limited with the sole selling rights to submit my Company's/the Trustees'/the Executor's/the Mortgagee's/the Receiver's/the Liquidator's interest in the above-mentioned property by way of Public Auction.

I/We hereby agree to the terms and conditions stated above and acknowledge receipt of a copy of this Agreement. If applicable, I confirm that I am authorised by my co-owner to instruct you to sell the property.

I/We hereby irrevocably instruct and authorise you to deduct from the Buyer's deposit all fees/commission and such sums as are due to Hawkesford (Warwickshire) Limited under the terms of this Agreement together with VAT immediately on exchange of the sale of my/our property. I/We instruct you to forward the balance to our Solicitors prior to completion.

In signing this Agreement, I/we confirm my/our authorisation for you to list details of the above-mentioned property onto the internet, to advertise the property and to display a For Sale board in accordance with Town and County planning regulations.

Agreed

(Owner/Authorised Seller):

Print Name:

Date:

Agreed

For: Hawkesford (Warwickshire) Limited

Name: James M Hawkesford, BSc (Hons) MRICS

Signed:

Date: