

Sellers agreement

Property Instruction Form and Terms of Business

SELLER'S AGREEMENT

This Agreement is dated	
THE PARTIES	Property Portal Auctions Ltd (t/a Town & Country Property Auctions) of 23-25 Market Street, Crewe, Cheshire CW1 2EW
THE AUCTIONEER:	Town and Country Property Auctions
THE SELLER:	OLIVER ASHA (acting as Executor in the estate of Alan Wynn)
The Seller's Address:	Digilegal Ltd 1 Preston Road Brighton BN1 4QE
Email:	oliver@digilegal.co.uk
Telephone number:	01273 112 888
THE SELLER'S SOLICITOR:	Auction Hub <input type="checkbox"/> Own Solicitor <input type="checkbox"/>
Company Name:	Aaron & Partners
Solicitors Name:	Amy Morris
Solicitor's Address:	Lakeside House Oxon Business Park Shrewsbury SY3 5HJ
Email:	Amy.morris@aaronandpartners.com
Telephone Number:	01743 295266
THE LOT	49 JUDITH BUTTS GARDENS
Address	49 Judith Butts Gardens Shrewsbury SY2 5RZ
Name of occupiers:	Vacant
Basis of occupation:	Probate Sale

(e.g. Assured Shorthold Tenant / Commercial Lease/ other) (Please provide copies of any licenses, tenancy agreements/ leases/other).

AGREED TERMS

The Seller hereby appoints the Auctioneer to sell the Lot in accordance with the terms of this agreement and agrees to pay any Seller's Fees to the Auctioneer.

Guide Price:

£141,000

Reserve Price:

£155,000

- or such other sum of which the Seller notifies the Auctioneer in writing at least 24 hours before the Auction.

The Auction: An auction to be held on

30th July 2025

The sale: is to proceed by way of Conditional Sale ☐ Unconditional Sale ☒ (tick as appropriate).

The Fees will be paid by the Buyer by way of Buyer's Premium

Auction Board: ☒ Yes ☐ No ☐ Position

Energy Performance Certificate EPC

The majority of properties will require an EPC. The Law now requires that all sellers ensure that EPC's are made available to potential buyers. In order to comply we will require a copy of the EPC before printing our catalogue. We can commission these through our recommended qualified assessors, for a fee of

£75.00 + vat

which is payable direct to the supplier.

We comply with Money Laundering regulations and legislation that came into force in June 2017. We use an electronic verification system. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. By signing this agreement as the seller you understand that we will undertake a search with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

Full Names of owners:

PROBATE SALE – ESTATE OF ALAN WYNN

Date of Birth:

Time at Current Residence:

Disclosure Requirements

Under section 21 of the Estate Agents Act 1979 we are required to disclose to prospective buyers any family relationships or business association between you and any of our employees or of a subsidiary or any other business within Town & Country Property Auctions. Any such relationship must be disclosed here.

Are you aware of any such relationship? Yes ☐ No ☒

Terms of Business

Definitions and Interpretation

In this agreement, the following words and expressions have the following meanings:

The Buyer

Any person or persons or corporate body who agrees to buy the Lot (or, if applicable, that persons personal representatives.

Buyer's Premium

The fee of

5

 % of the Sales Price (subject to a minimum of £

5000.00

 plus VAT payable

by the Buyer to the Auctioneer. The Buyer's Premium is payable in addition to the Sale Price and becomes payable upon either the signing of the Contract of Sale or a Memorandum of Sale irrespective of whether the sale proceeds to completion. The Buyer's Premium is non-refundable.

Conditional Sale

Upon a Buyer signing the Memorandum of Sale (either at the Auction or otherwise), and paying the Deposit and any Buyer's Premium, the Seller is legally obliged to sell to the Buyer and the Buyer has 28 days within which to sign the Contract of Sale which will legally oblige the Buyer to purchase the Lot with full legal completion taking place within 28 days thereafter. In the event that the Seller does not enter into the Contract of Sale, the Deposit is refundable to the Buyer. The Buyer's Premium is non-refundable.

Unconditional Sale

Upon exchange of contracts or a Buyer signing the Memorandum of Sale (either at the Auction or otherwise), and paying the Deposit and any Buyer's Premium, the Seller is then legally obliged to sell to the Buyer and the Buyer is legally obliged to purchase the Lot with full legal completion taking place within 28 days.

The Contract of Sale

The contract by which the Seller agrees to sell, and the Buyer agrees to buy the Lot.

The Deposit

5% of the Sale Price subject to a minimum of £3,000.

The Fees

Either the Buyer's Premium or the Seller's Fee.

The Legal Pack

This will be provided by the Seller's Solicitor and will include, but is not limited to, the Contract, evidence of the Seller's identity and confirmation that the Seller is the legal owner of the Lot, replies to standard enquiries, standard Auction Conditions of Sale, Special Conditions of Sale, Title Documents, Leases and searches to include the Local, Drainage and Environmental.

Auction Hub

Is the trading name of Property Portal Auctions Limited which operates the platform through which the Auctioneer's preferred Property Professionals supply Services to the Seller.

Property Professionals

Include, but are not limited to, Solicitors, Finance specialists, Mortgage Brokers, Surveyors and Energy Performance Assessors.

Services

The professional services provided by the Auction Hub to the Seller in connection with property auction sales. A non-exhaustive list of Services includes Legal Packs, residential property conveyancing, commercial property conveyancing, auction finance (comprising mortgage finance and bridging finance), EPCs and floorplans, property searches, case management, HMLR document, ID verification and regulatory compliance.

Memorandum of Sale

The short form of agreement signed by the Buyer and the Seller where a sale is agreed other than at the Auction. The Memorandum of Sale may be signed by the Auctioneer on the Seller's behalf.

The Sale Price

The price at which the Buyer agrees to purchase the Lot which is either the successful bid at Auction or the price otherwise agreed.

- 2 Exclusivity Sole Agency
- 2.1 The Seller hereby grants the Auctioneer the exclusive right to sell the Lot in its current condition and warrants that it is the legal owner of the Lot, is able to sell the Lot with good title and has notified the Auctioneer of all tenancies, encumbrances and adverse interests which will exist in relation to the Lot and whether they will subsist following completion of the sale.
- 2.2 The Seller confirms that no other agencies are appointed to sell any of the property included within the Lot, unless agree with Auctioneer in writing.
- 3 Marketing Material
- 3.1 The Seller will check and verify the accuracy of any Auction sales catalogue, sales particulars, or other marketing material (whether supplied in hard copy or online) produced by the Auctioneer as soon as possible.
- 3.2 The Auctioneer is not liable for any representations set out within such material and the Seller agrees to indemnify the Auctioneer in respect of any claims arising howsoever arising in relation to the Lot, the title to the Lot or the erection or positioning of a "For Sale" board on or in the vicinity of the Lot. Such indemnity to include the costs and expenses incurred by the Auctioneer in dealing with any such claim.
- 3.3 The Auctioneer may use suitably qualified agents and practitioners in relation to any of its duties in relation to the marketing of the Lot or the preparation of marketing material.
- 4 Access
- 4.1 The Seller will provide a full set of keys to the Lot to the Auctioneer upon the signing of this agreement and provides the Auctioneers with full rights of access with and without any third parties.
- 4.2 The Seller confirms that, to the best of its knowledge and belief, no issues of health and safety arise, and the Lot is safe.
- 4.3 The Seller fully indemnifies the Auctioneer against any claims for personal injury, death or damage of any kind whatsoever Whether consequential or otherwise as a result of the Auctioneer having provided any third party with access to the Lot.
- 5 Legal Pack
- 5.1 The Seller or any legal representative appointed to act on behalf of the Seller will provide the Auctioneer with a full Legal Pack and all other relevant information at least 14 days prior to the Auction.
- 5.2 In the event that a Legal Pack containing all necessary information is not received as stipulated, the Auctioneer reserves it's right to remove the Lot from the Auction and to enter the Lot into a subsequent auction arranged for a later date. In these circumstances, this agreement shall subsist but with the later auction being defined as the "Auction".
- 5.3 The Seller indemnifies the Auctioneer in relation to any claim arising from the contents of the Legal Pack. The Seller confirms that it will obtain and abide by legal advice relating to the contents of the Legal Pack.
- 5.4 In the case of instructed matters where the Seller chooses to instruct the Auctioneers panel solicitor to prepare the legal pack and provide Services to assist with the Sellers sale, then the following fees will apply.
- £950 + VAT legal fee to cover the legal pack and costs of the legal work undertaken by the Property Professional to act on your behalf throughout the sale to be paid on successful completion.
- 5.5 The Seller confirms that no other agencies are appointed to sell any of the property included within the Lot unless agreed in writing with the Auctioneer.
- 6 Conduct of the Auction
- The Seller authorises the Auctioneer to conduct the Auction as follows:
- 6.1 the Auctioneer will advertise the Lot for sale. The method and timing of the advertising will be at the Auctioneer's absolute discretion and may include the erection of a "For Sale" board.
- 6.2 the Auctioneer will provide copies of the Legal Pack supplied by the Seller's Solicitors to all prospective purchasers who request the same prior to the Auction;
- 6.3 providing that the highest bid made at Auction is equal to or exceeds the Reserve Price, the Auctioneer will, as agent for the Seller, enter into the Contract with the highest bidder identified by the Auctioneer at the Auction;
- 6.4 any dispute in relation to any bid is to be determined by the Auctioneer. In the event of a disputed bid or of the highest bidder refusing to supply the name and address of the proposed purchaser, the Auctioneer may, at its discretion, recommence bidding at the previous undisputed bid or recommence the auction of the Lot.

- 6.5 The Auctioneer may:
- 6.5.1 bid up to the Reserve Price;
 - 6.5.2 declare the Lot as unsold where the Reserve Price is not met
 - 6.5.3 bid on behalf of potential purchasers who have given prior authority for the Auctioneer to do so;
 - 6.5.4 take any reasonable steps to regulate bidding;
 - 6.5.5 refuse undesirable bids;
 - 6.5.6 use suitably qualified agents and practitioners in relation to any of its duties in relation to the Auction;
 - 6.5.7 sign and enter into the Contract of Sale on behalf of the Seller either at the Auction or within 2 days thereafter
- 7 **Sale Other Than Auction**
In the event that the Auctioneer, in its absolute discretion, determines that it is in the interests of the Seller for the Seller to agree a sale of the Lot at or above the Reservation Price in advance of or following the Auction then the Seller hereby authorises the Auctioneer to enter into the Contract of Sale or Memorandum of Sale on its behalf.
- 8 **Fees**
- 8.1 Once the Fees have fallen due under terms of this agreement, they are not refundable save where there has been a breach of this agreement by the Auctioneer.
- 8.2 The Seller warrants that it has authorised the Seller's Solicitor to release the Fees to the Auctioneer from the proceeds of sale. The Auctioneer is permitted to deduct the Fees from any Deposit received by it.
- 9 **Deposit**
Any deposit paid to the Auctioneer is to be held by the Auctioneer as stakeholder. The Auctioneer shall be entitled to deduct the Seller's Fees from the deposit and to pay the balance to the Seller's Solicitor upon completion of ww.tcpa.co.uk sale.
- 10 **Unsold Lot**
In the event that the Lot is not sold at the Auction either due to the Lot having been withdrawn or due to the Auction not being successful, the Lot will be re-advertised and tendered for sale in the next auction organised by the Auctioneer and the terms of this agreement shall subsist with the subsequent auction being defined as the Auction.
- 11 **Anti Money Laundering & Compliance**
- 11.1 We are required by law to conduct anti-money laundering checks on all those selling or buying a property. Whilst we retain responsibility for ensuring checks and any ongoing monitoring are carried out correctly, the initial checks are carried out on our behalf by Lifetime Legal who will contact you once you have agreed to instruct us in your sale. The cost of these checks is £72 (incl. VAT), which covers the cost of obtaining relevant data and any manual checks and monitoring which might be required. This fee will need to be paid by you in advance of us publishing your property directly to Lifetime Legal, and is non-refundable. We will receive some of the fee taken by Lifetime Legal to compensate for its role in the provision of these checks
- 12 **Withdrawal and Termination**
- 12.1 Either party may withdraw the Lot from the Auction at any time prior to the commencement of the Auction but no later.
- 12.2 Provided that contracts have not been exchanged nor a Memorandum for Sale signed, either party may terminate this agreement by service of 14 days written notice upon the other. In the event that contracts are subsequently exchanged for the sale of the Lot within 90 days from the date of termination of this agreement then the Auctioneer is entitled to payment of the Fees from the Seller irrespective of whether they would otherwise have been due from the Seller or the Buyer.
- 13 **Right To Cancel**
- 13.1 The Seller may cancel this agreement within 14 days without giving any reason by advising the Auctioneer of its intention to cancel the agreement in writing by fax, post or email. As such, marketing of the Lot will not commence until 14 days have expired following the signing of this agreement.
- 13.2 In the event that the Seller wishes the Auctioneer to commence marketing the Lot immediately upon signing the agreement then the Seller must make an express request in writing for it to do so.
- 13.4 Where the Seller requests that marketing commences prior to the end of the 14-day period, and the Seller subsequently cancels the agreement, the Seller must pay the Auctioneer for any work carried out prior to the cancellation.
- 14 **Entire Agreement**
This agreement constitutes the entire agreement between the Auctioneer and the Seller and supersedes all prior negotiations, representations and undertakings, whether written or oral.

15 **Legal Advice**

The Seller and the Auctioneer agree that they have had the opportunity to review this agreement and have had an opportunity to obtain advice as to its contents, requirements and liabilities and confirm that they fully understand their respective rights, responsibilities and obligations as set out herein.

By signing this agreement, the Seller appoints the Auctioneer to sell the Lot on its behalf. This is a legal document. You are strongly advised to seek independent legal advice before signing. The Auctioneer expects that you understand the risks associated with property transactions at auction and that you have the requisite knowledge and understanding of the property market.

Signed by Vendor

Print name:

Signed on behalf of the Auctioneer:

Print name: ANTHONY BEESTON

Dated: