

## **Youbid.ie Online Buy It Now Terms and Conditions** *(Subject to Contract / Contract Denied)*

These terms and conditions govern your use (“you”, “your”) of the Youbid.ie Buy It Now portal and related services (“Portal T&Cs”).

### **LEGAL DOCUMENTS:**

Please note the legal documents will be available over the coming days and will be sent to the successful purchaser’s solicitor.

### **GUIDE PRICE:**

Each property will be listed for one fixed price. A start and end time is set to govern the Buy It Now window. Approved parties, once the Buy It now opens, will be able to click the button to buy the property at the fixed price, the sale process ends, and the property is marked as sold (subject to Contract / Contract Denied).

### **PURCHASE:**

In order to participate in the Buy It Now process you will first have to create an online account through our [www.youbid.ie](http://www.youbid.ie) portal by providing your contact details. You will be required to verify your email address by clicking an activation link that we will send to you via email. Please note the first time you register you will be asked to provide the following: name, address, telephone number, email address, proof of identity e.g. passport/drivers licence; proof of address e.g. copy of a recent utility bill and proof of funds e.g. your mortgage approval in principal letter/bank statement (dated within the last 3 months). **Please note Help to Buy Scheme does not qualify as part of your proof of funds.** This is required so we can easily keep in touch and helps us confirm your identity in the event of you purchasing a property. Once you have created an account you will have access to the Data Room to view the legal documents for the property you are interested in purchasing

### **PURCHASER SECURITY:**

You will be required to register a credit or debit card for the purchaser’s security. We use Stripe who provide a secure, online card registration facility, and they will attempt to place a ‘hold on funds’ on your account for the purchaser security amount (often known as a ‘payment shadow’ as no money is taken at this stage). The purchaser’s security amount will be clearly displayed when registering your card. A security deposit of €4,000 is required to participate in the Buy It Now process.



The successful purchaser's card will be automatically debited for the purchaser's security amount, whilst all the unsuccessful purchaser's cards will have their shadow payments released (this can take several days depending on the card provider).

## POST BUT IT NOW PURCHASE IF SUCCESSFUL

If you are the successful purchaser, the system will take the purchaser's security amount from your registered credit or debit card (all unsuccessful purchaser's will have their hold on funds released). We will be in touch to arrange the balance of the deposit (€6,000) to be paid to our client account. Total booking deposit being €10,000 which is refundable up to signing of contracts.

Sales Advice Notice will be drafted and sent to both vendor & purchaser's solicitor the next day i.e. if you purchase on 19<sup>th</sup> May 2021, Sales Advice Notice will be issued May 20<sup>th</sup>. Your solicitor will also be sent a link to our Data Room in order to access the legal documents for the property you have purchased.

## Time Scale if successful on May 19<sup>th</sup> 2021

Purchase Date:	19 <sup>th</sup> May 2021
Contracts Signed & Returned	Within <b>10 calendar days</b> of the Buy It Now purchase (31 <sup>st</sup> May 2021)
Loan Approval Letter	Within 3 calendar weeks after the purchase date (9 <sup>th</sup> June 2021)
Specifications	Must be agreed & finalised within 7 calendar days of signing the contract (7 <sup>th</sup> June 2021)

## 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 Buy It Now 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 But It Now process.

## (1) Glossary

### **PURCHASE**

Each property will be listed for one fixed price. A start and end time is set to govern the buy-it-now window. Approved parties, once the Buy It Now opens, will be able to click the button to buy the property at the fixed price, the sale process ends, and the property is marked as sold.

### **PURCHASE PRICE**

The price that the PURCHASER agrees to pay and the Vendor agrees to accept for the property.

## (2) Guidance for Prospective Bidders

These notices are intended to assist you as a prospective Purchaser. 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. CONDITIONS OF SALE**

- 2.1 A successful purchase is one where the Buy It Now closes, and the successful purchaser (by operation of the website) accepted by the auctioneers on behalf of the Vendor (subject to contract / contract denied, subject to and in accordance with the online conduct conditions) as being the purchase price for the relevant property.

## 2. PROCEDURES ON SALE OF THE PROPERTY

- 2.1 In order to be able to register and participate to purchase you must first create a Youbid.ie Buy It Now online account.
- 2.2 Once you have created a Youbid.ie Buy It Now online account you can sign into the property page with your username (email address) and password and register in relation to specific property you wish to participate in.
- 2.3 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).
- 2.4 Once registration is approved by Youbid.ie Buy It Now and the purchaser security deposit has been paid, registrants on the Buy It Now opens, will be able to click the button to buy the property at the fixed price.
- 2.5 You cannot cancel a bid once it has been submitted.
- 2.6 If you are successful, or not, you will be notified by email after the property closes.

## 3. PURCHASER DEPOSIT

3.1 A Purchaser security deposit of €4,000 is required to participate in the Buy It Now process and this is payable by credit or debit card. Please note the unsuccessful bidder's deposit will be immediately refunded as soon as the bidding process finishes. The bidder security of €4,000 will be used as payment toward the applicable deposit being €10,000 (subject to contract / contract denied).

3.2 A deposit taken by Youbid.ie Buy It Now as stakeholder will be held in our client account until completion, or until it is sent to the Vendors Solicitor whichever is the earlier.

**DEPOSITS MUST BE PAID IN EUROS.**

#### 4. PLANS AND PHOTOGRAPHS

4.1 The plans and photographs shown on our website are not necessarily drawn to scale and any arrows or outlines on plans or photographs are merely to assist you in finding the Property, 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 Property or for any other properties shown in such plans or photographs.

### (3) Online Youbid.ie Buy It Now Conduct Conditions

#### A1. INTRODUCTION

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

A1.2 The Properties are issued only on the basis that YOU accept these Online BUYT IT NOW 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 Properties from information supplied by or on behalf of each VENDOR;
2. offer each Property for sale;
3. sell each Property;
4. receive and hold the deposit as stakeholder/ agent for the Vendor;

A2.2 OUR decision on the conduct of the ONLINE BUY IT NOW process is final.

A2.3 WE may cancel the ONLINE BUY IT NOW bidding process or alter the order in which Properties are offered for sale.

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.ie Buy It Now will use reasonable endeavours to provide online facilities. In the event of an issue arising with the online Buy It Now bidding process, of whatever nature and howsoever arising, Youbid.ie Buy It Now reserve the right to suspend or cancel the online Buy It Now bidding process. 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.ie Buy It Now will use all reasonable endeavours to restart the online Buy It Now bidding process 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 Property. 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.

### **A4. GUIDE PRICE**

A4.1 YOU must when registering for the ONLINE BUY IT NOW process and before you can participate:

- (a) provide all information WE reasonably need from YOU
- (b) pay the BIDDER PURCHASER SECURITY DEPOSIT

A4.2 All bids are to be made in euros.

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

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