

# BRG Gibson Auctions Online

## Terms and Conditions

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### 1) PROCESS SUMMARY - OVERVIEW

1. A bidder security is not required to bid.
2. At registration you will be required to confirm your acceptance that, as this is a sale by auction of property, you will be legally bound by the Conditions of Sale, from the time the bidding period closes if your bid has been (by operation of the website) accepted by BRG Gibson Auctions on behalf of the Vendor as being the successful bid, i.e. 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.
3. At registration you will be required to authorise BRG Gibson Auctions to sign a legally binding contract relating to the sale of the property on your behalf on the day of the Online Auction.
4. All bidding takes place online. Once registration is approved by BRG Gibson Auctions, 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, once the bidding period opens for that Lot.
5. The bidding increments are set by BRG Gibson Auctions (e.g. €1,000 per bid). However, bidders have the option to increase these increments to make a higher bid.
6. If two or more parties leave identical bids, the first bid received will take precedence. In circumstances where a maximum bid amount has been placed, prior to a bidder placing an instant bid, the maximum bid amount takes precedence.
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 where the current bidding is still below your submitted maximum bid amount.
8. Unless otherwise stated in the Special Conditions, the contract deposit will be for the greater of €5,000 or 10% of the sale price excluding VAT (if applicable). Deposits must be made by bank transfer.
9. Bidder security payments having not been paid will not be relevant in this instance.
10. If a bidder security payment had been taken in advance it would then be used as a part payment towards the contract deposit payable. This is however currently not applicable.

11. Successful bidders must pay the balance of the 10% deposit within two business days of the Lot closing. This can be paid by Electronic Funds Transfer or bank transfer only.
12. Whether you are successful, or not, you will be notified by email after the Lot closes.
- 13. If you are successful, and in accordance with the authority you provided on registration, BRG Gibson Auctions will sign legally binding contracts relating to the sale of the property on behalf of the Vendor and on your behalf on the day of the Online Auction.**
14. Once the Contract has been signed by BRG Gibson Auctions on behalf of both parties, the Contract will be sent to the Solicitors for the Vendor and the Purchaser electronically by email.
15. You are at risk of losing the bidder security (if applicable) or the 10% 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.
16. If you buy or bid for more than one Lot, you will need to pay a separate bidder security and deposit for each Lot.
17. If you are not the successful party, your bidder security (if applicable) will be refunded in full within 10 business days of the Online Auction.
18. An Addendum (if applicable) to the particulars and Conditions of Sale will be made available on the relevant Lot page on our website.
19. The Addendum is an important document which provides details of all corrections to the particulars and/or the Conditions of Sale.
20. All bidders are deemed to have read the Addendum whether they have actually done so or not.
21. All buyers will be required to pay a non-negotiable Reservation Fee of €1,500+VAT or 1%+VAT of the purchase price whichever is the greater at the same time as paying the deposit, this payment is to be made by Electronic Bank Transfer or Bank Transfer Only.

## **2) PROCESS SUMMARY - GENERAL**

These notes, the Online Auction Conduct Conditions, 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 advisers including independent legal advisers and arrange for them to consider and advise you on all aspects of your intended purchase.**

Prior to submitting an offer, you must review the contract for sale and supporting title documentation ("legal documents"). The legal documents for the property can be viewed on our website and are non-negotiable. It is your responsibility to carry out your own due diligence and investigate all matters relating to the property that you are interested in purchasing, including, without limitation, legal matters, physical condition and all other aspects. All offers you make should be based solely on your independent due diligence. It will be assumed that you have read and considered all relevant documents for the Property you are interested in on or before the date of the Online Auction, that you have shown them to your professional advisers and have taken their professional advice before bidding.

## **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.

## **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:

- a) 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 Auction terms and conditions document relating to use of this website and/or participation as a bidder in any Online Auction;
- b) 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 Auction terms and conditions document, which expressly, or by implication apply to Purchasers. This includes authority to authorise us, the auctioneers, to enter into a legally binding contract for sale on behalf of the relevant Purchaser, where you successfully bid for a property on the Purchaser's behalf;
- c) 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.

## **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 auctioneer or relevant Vendor's Solicitor, details of whom appear in the legal packs.

Copies of those legal documents which are produced to us will be available to read online and/or to download. Please go to our website for further details.

## **PURCHASER'S GUIDE TO AUCTIONS**

If you are unfamiliar with buying at an Online Auction, please refer to the Help/ FAQ section of our website or contact the auctioneers.

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 in the catalogue please contact a representative of the Auctioneers, who will do his or her best to**

**obtain an answer for you, prior to the Online Auction. If you are not sure which Lot you are bidding for, please do not bid.**

## **REGISTRATION & BIDDING**

In order to be able to register for and bid in the Online Auction, you must first create a BRG Gibson Auctions Online Auction account at <https://brggibsonauctions.eigonlineauctions.com>. Once this is done you can sign in with your username (email address) and password and then subsequently register for the particular property you wish to bid on.

As part of the registration process all bidders will be required to provide their contact information (including name, 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).

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 6 months).

You will also be required to authorise BRG Gibson Auctions to sign legally binding contracts for the sale of the property on your behalf or, if applicable, on behalf of the intended Purchaser.

Once the above is done BRG Gibson Auctions will review your registration and you will be notified when your registration is approved.

All bidding takes place online. Once registration is approved by BRG Gibson Auctions, and the bidding period has opened for the Lot that you are interested in, registrants can submit a "maximum bid amount" or bid by clicking the "place instant bid" button on the Property page on our website.

The bidding increments will be set by BRG Gibson Auctions (e.g. €1,000).

The designated closing time is the initial closing time for the property and can be seen on the property details page on our website. If a bid is placed within the final 60 seconds of the designated closing time an additional 60 seconds will be added to the designated closing time for that property. This is known as an extension. In relation to all bids placed within 60 seconds of the designated closing time the clock will time out to zero before the full 60 second extension is added. If a bid is placed during a further extension for that property, the clock will immediately reset to 60 seconds. There is no limit to the number of possible extensions.

If two or more parties place identical bids the first bid received as per the website takes precedence. In circumstances where a maximum bid amount has been placed prior to a placing an instant bid the maximum bid amount takes precedence.

You cannot cancel a bid once it has been submitted. If you are successful, or not, you will be notified by email after the bidding for the Property closes by BRG Gibson Auctions.

## **GUIDE AND RESERVE PRICE**

The auctioneers have not carried out valuations of any of the Lots in the auction. Consequently, you should not treat any guide 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.

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 the Vendor is not required to sell the property. The reserve price itself will not be disclosed but is normally set within 10% of the guide price.

## **VIEWINGS**

If you wish to inspect a property internally before the Auction, please send an enquiry via our website. Or call us on +44 (0) 2890 393 366 for further details.

## **3) DEFINITIONS**

- 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 Online Auction or the contract date (as applicable); and
- BRG Gibson Auctions, we, our, or us, is used throughout this document to refer to the limited liability company of BRG Gibson Auctions Limited, its servants or agents, or any successors or assigns.

## **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 OF SALE, or to the PARTICULARS or to both noted on the addendum tab on the property page on our website.

An addendum will be available before the auction. This document will detail any corrections, amendments and/or additions made to the particulars contained on the website 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.

## **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.

## **AUCTIONEERS**

The auctioneers at the ONLINE AUCTION being BRG Gibson Auctions, which is a trading name of BRG Gibson Auctions Limited, a limited company registered in the UK with company number 604833, whose registered office is at 34 High Street, Holywood, Northern Ireland, BT18 9AD.

## **BIDDING PERIOD**

Bidding for the Property will close at the designated closing time, unless a new bid is placed within the final 60 seconds of the designated closing time. The designated closing time is the initial closing time for the property and can be seen on the property details page on our website. If a bid is placed within the final 60 seconds of the designated closing time an additional 60 seconds will be added to the designated closing time for that property. This is known as an extension. In relation to all bids placed within 60 seconds of the designated closing time the clock will time out to zero before the full 60 second extension is added. If a bid is placed during a further extension for that property, 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.

## **BIDDER SECURITY**

**A bidder security is not currently required to bid on an online auction with BRG Gibson Auctions.**

## **BUSINESS DAY**

Any day except (a) a Saturday or Sunday (b) bank holiday or public holiday in Ireland and/or Northern Ireland or (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.

## **CONDITION, INSPECTION AND VACANT POSSESSION**

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 Auction.

If you want to inspect the Lot before the Online Auction, it may be possible to arrange this with the Auctioneers on prior notice and you should contact them in advance of the Online Auction date if no viewing times are noted on the website.

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).

## **CONDITIONS OF SALE**

The ONLINE AUCTION CONDUCT CONDITIONS SPECIAL CONDITIONS & GENERAL CONDITIONS.

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.

## **CONTRACT FOR SALE**

The Contract available prior to the Online Auction 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 AUCTION or, if the LOT is not sold at the ONLINE 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. **(CONFIRM WITH FITZ)**

## **DEPOSIT**

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 € (EUROS)**

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.

A deposit taken by the auctioneers will be held (as stakeholder) 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.

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 (IF APPLICABLE) will be used as payment toward the applicable deposit. Successful bidders must pay the deposit balance of 10% of the total purchase price (if applicable) to BRG Gibson Auctions within two business days of the Lot closing. This can be paid by Electronic Funds Transfer (EFT) or bank transfer only.

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.

If you buy more than one Lot, you will need to pay a separate deposit for each Lot.

### **DESIGNATED CLOSING TIME**

This is the initial closing time for the Online Auction for the property and can be seen on the relevant property details page on our website.

### **ESTATE AGENTS**

The Estate Agents for the Online Auction being BRG Gibson Auctions which is a trading name of BRG Gibson Auctions Limited, a limited company registered in the UK with a company number 604833 whose registered office is at 34 High Street, Holywood, Northern Ireland, BT18 9AD.

### **EXTENSION**

This is where a bid is placed within the final 60 seconds of the designated closing time. If this takes place an additional 60 seconds will be added to the designated closing time for that property. The clock will time out to zero before the full 60 second extension is added.

### **FURTHER EXTENSION**

If a bid is placed during an extension for that property, the clock will immediately reset to 60 seconds. There is no limit to the number of possible extensions.

### **GENERAL CONDITIONS**

[The Law Society General Conditions of Sale \(2017 Edition\)](#).

### **INTEREST RATE**

If not specified in the Memorandum of the CONTRACT FOR SALE, 4% above the Bank of England base rate.

### **LEGAL DOCUMENTS**

Documents of title and other documents listed or referred to in the CONTRACT FOR SALE relating to the LOT.

### **LOT**

Each separate property described or (as the case may be) the property that the VENDOR has agreed to sell and the PURCHASER to buy (including CHATTELS if any).

### **MAXIMUM BID AMOUNT**

This is a maximum bid placed by you during the Online Auction. Bids will be automatically entered for you in the applicable bidding increment amounts (as required to exceed the bids of other parties) up to the level of your maximum bid amount on the Online Auction date.



## **MISREPRESENTATIONS**

The purchaser 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 Property (whether or not in the course of any representation or negotiations leading to the Online Auction date) shall constitute a representation inducing the purchaser to bid on the Online Auction date 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 Auction date) 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.

**For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the Vendor and the purchaser relating to the Property 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.

## **MORTGAGE**

A charge to secure a loan or other financial indebtedness (not including a rent charge).

## **ONLINE AUCTION**

The Online Auction advertised on the website.

## **ONLINE AUCTION CONDUCT CONDITIONS**

The conditions so headed.

## **PARTICULARS**

The section of the website that contains descriptions of each LOT (as varied by any ADDENDUM).

## **PLANS AND PHOTOGRAPHS**

The plans and photographs shown on the website 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.

## **PROPERTY**

The property that the vendor is proposing to sell, and the purchaser is seeking to buy (including CHATTELS if any).

## **PURCHASER**

The person who has agreed 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 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.

## **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 advisers to establish whether such estimates or suggestions are accurate.

## **GUIDE & RESERVE PRICE**

The auctioneers have not carried out valuations of any of the Lots in the auction. Consequently, you should not treat any guide 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.

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 the Vendor is not required to sell the property.** The reserve price itself will not be disclosed.

## **SPECIAL CONDITIONS**

Those of the CONTRACT FOR SALE so headed that relate to the LOT.

## **SUCCESSFUL BID**

A successful bid is one where the bidding period closes and the purchaser's bid is (by operation of the website) accepted by BRG Gibson Auctions 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 property at that time which has met or exceeded the reserve price.

## **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 (VAT) or other tax of a similar nature, this is based on the standard UK VAT Rate.

## **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**

<https://onlineauction.brggibsonauctions.com> or [www.brggibsonauctions.com](http://www.brggibsonauctions.com)

## **YOU (AND YOUR)**

Someone who has registered to bid at the ONLINE AUCTION, whether or not a PURCHASER.

## **4) ONLINE AUCTION CONDUCT CONDITIONS**

### **A1. INTRODUCTION**

A1.1 Particulars for properties are issued only on the basis that you accept these Online 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:

- a) prepare the particulars from information supplied by or on behalf of each Vendor;
- b) offer each Lot for sale;
- c) sell each Lot;
- d) receive and hold the deposit as stakeholder/ agent for the Vendor;
- e) sign each contract for sale as agents for the Vendor; and
- f) treat a Contract as repudiated if the purchaser fails to pay a deposit as required by these Online Auction Conduct Conditions.

A2.2 Our decision on the conduct of the Online Auction is final.

A2.3 We may cancel the Online 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 Online Auction of that property.

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 BRG Gibson Auctions 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, BRG Gibson Auctions reserve the right to suspend or cancel the Online Auction. BRG Gibson Auctions further reserve the right to declare all results of the Online 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, BRG Gibson Auctions 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 Online 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 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 providing proof of your identity);

(b) authorise us to sign on your behalf a legally binding contract for sale in relation to the property you bid on if you make the successful bid; and

**(c) pay the bidder security which you accept and understand will become non-refundable if you make the successful bid. (Not applicable at this time)**

A4.2 You agree and accept that 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 Auction 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 Auction terms and conditions document which expressly or by implication apply to intending purchasers. If for any reason the person identified by you as being the purchaser fails to comply with any obligations which expressly or by implication apply to purchasers (including any situation in which the 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.

A4.3 All bids are to be made in € (Euros) exclusive of any applicable UK VAT save where the Special Conditions state otherwise.

A4.4 We may refuse to accept a bid. We do not have to explain why.

A4.5 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A4.6 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 Online 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. A successful bid is made where the bidding period closes and the purchaser's bid is (by operation of the website) accepted by BRG Gibson Auctions on behalf of the Vendor (subject to and in accordance with these Online Auction conduct conditions) as being the highest valid bid for the property at that time which has met or exceeded the reserve price. This CONDITION A5 applies to you as the purchaser if you make the successful bid for a property.

A5.2 You are obliged to buy the Lot under 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, BRG Gibson Auctions will sign legally binding contracts for the sale of the property on behalf of the Vendor and on your behalf on the day of the Online Auction.

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 transfer.

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 Euro by Electronic Funds Transfer or by bankers' transfer made payable to us drawn on an approved financial institution.

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 A5.5 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, cheques or bankers drafts for all or any part of the deposit.

A6.2 Unless the context otherwise requires, any reference in this document (or in any condition) to "the Auctioneer(s)" shall be deemed to refer to BRG Gibson Auctions Ltd. Any members or employees of BRG Gibson Auctions Ltd who conduct the Online Auction do so as agents of BRG Gibson Auctions Ltd and without personal liability.

A6.3 The purchaser 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 Property (whether or not in the course of any representation or negotiations leading to the Online Auction date) shall constitute a representation inducing the purchaser to bid on the Online Auction date 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 Auction date) 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.

For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the Vendor and the purchaser relating to the Property 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.

## 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.brggibsonauctions.com/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 <https://onlineauction.brggibsonauctions.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@brggibsonauctions.com](mailto:info@brggibsonauctions.com)

#### 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 BRG Gibson Auctions 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@brggibsonauctions.com](mailto:info@brggibsonauctions.com)

### 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 Ireland and Northern Ireland.