



# Property Auctions

All types of land  
and property

t: 01254 822722

e: [john@aandsauctions.co.uk](mailto:john@aandsauctions.co.uk)

## OUR METHODS OF AUCTION

After we have confirmed instructions to take a property to auction, we firstly instruct your solicitor to create a Legal Pack as soon as possible. We then advertise and market the property on the open market as “going to the next auction” with a Guide Price (agreed between ourselves and the seller).

Offers are invited and quite often a deal can be done prior to auction. However, the great advantages of this method is that we ask that buyers accept the terms and conditions of the auction and they have to sign a Reservation Agreement and pay our auction fees on top of the agreed sale price to the seller. This ties them in and gives set time scales to complete as outlined below.

It's a great way of achieving the best price for your property and in the fastest time possible - which benefits everybody!

### MODERN METHOD OF AUCTION

The Modern Method of Auction is different to traditional auction procedures in the UK, in that it is conditional. This means that the sale is not legally binding directly on the fall of the hammer. When a bid is accepted the buyer is allowed a 28 day period of reservation in which to achieve exchange of contracts. Only at this point does the sale become legally binding, (i.e. the buyer is bound to buy and the vendor is bound to sell). The 28 day period starts from when the buyer's solicitor is in receipt of draft contracts. A further 28 day period is authorised to achieve completion of contracts, and at this point legal transfer of title takes place and keys and monies change hands.

### TRADITIONAL METHOD OF AUCTION

This is an Unconditional Auction where on acceptance of an offer or on the fall of the hammer the buyer will pay up to a 10% deposit and exchange of contracts is immediate. Both parties are then legally bound to buy and sell. Traditional Auctions are mainly used to sell agricultural property and by the investment market for properties that attract significant interest from professional investors. The residential sector can find it harder to buy through a traditional auction because there is a limited amount of time to put finance in place.

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Whilst the Traditional Auction is useful for disposing of agricultural land and investment stock quickly and efficiently, the residential market requires more than this. The Modern Method offers the ability to maximise the level of interest from a broad range of buyers, in turn creating the best sales price in the current market but still benefitting from the security of a non-refundable reservation fee or deposit and a fixed date to move and sell.

**free appraisals and valuations of your property**

# LEGAL PACKS

## REQUIRED FOR PROPERTIES GOING TO AUCTION

A full legal pack will contain all of the following documents:

- Title information
- Contract
- Transfer
- Searches (if required)
- EPC
- Property information form
- Fixtures and fittings form

We always recommend a full pack to help the buyer as much as possible. However if there are time constraints for properties being sold by the Modern Method of Auction, the legal pack can be reduced to contain the following documents:

- Title information
- EPC
- Property information form
- Fixtures and fittings form

The seller is usually responsible for all their own legal fees but when property searches are done prior to the sale, these are usually recharged to the buyer (approx. cost £250).

We are able to recommend several firms of local solicitors who are qualified and experienced in undertaking such legal packs.

**For more information please call us on 01254 822722.**



## PROOF OF IDENTIFICATION

All successful bidders must provide proof of identity & proof of address in order for us to comply with money laundering regulations. One original document from each of these lists must be provided to proceed with the sale. (Photocopies are not accepted)

### PROOF OF ID TICK LIST

- Current signed passport
- Current Full UK/EU Photo Card Driving Licence
- Current full UK Driving Licence (provisional not accepted)
- Resident permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification

### PROOF OF ADDRESS TICK LIST

- Current Full UK Driving Licence (provisional not accepted)
- A utility bill issued in the last three months (not a mobile phone bill)
- Local Authority tax bill (current year)
- Bank/Building Society/ Credit Union statement containing current address
- Most recent original mortgage statement from a UK lender



# AUCTION DAY PROCEDURE

**Before placing a bid we strongly advise that you carry out market research and due diligence on any property you are interested in bidding on.**

Make sure to review any legal documents we may have for the subject property. We recommend that before bidding you visually inspect the property internally and are completely happy with what's on offer.

## REGISTRATION

You will require photographic I.D. and proof of your address to enable you to purchase property at our auction. If you intend to bid please remember to bring with you your debit/credit card or bankers draft for your Reservation Fee and the required identification. Please also bring the contact details of the solicitor you intend to use.

## BIDDING FOR YOUR LOT

When the auctioneer announces your lot he will also bring to your attention any last minute items which you should be aware of. He will read the full address of the property, so please double check before bidding that this is the lot that you are interested in. The current lot number is usually displayed with a photograph on screens at the front of the room. The auctioneer will invite bids at a particular level and you can make this bid by raising your hand or catalogue. If you wish to make a bid other than the auctioneer calls, please shout out your bid and the auctioneer may or may not accept it.

The property will be "knocked down" to the highest bidder – but not until the auctioneer warns you by saying 'going, going, gone'. **Never delay until the last second with your bid – you may lose it.**

## ON THE FALL OF THE HAMMER

If you are the successful bidder, a member of the auction team will approach you and ask you to follow them to the sales room. You will be asked to provide a reservation fee or deposit. We will then prepare the acknowledgement of reservation form for you to sign using the details provided. Exchange will usually take place a maximum of 28 days later under the supervision of your solicitor upon receipt of the Draft contract. Please do not leave the auction room without paying your deposit or reservation fee and signing the relevant paperwork.

## IF THE LOT YOU WANT IS UNSOLD

If a lot fails to reach its reserve in the room and you wish to buy it call us in the office after the sale.

## BIDDING PRIOR TO THE AUCTION

Any bid or registration of interest must be presented to the vendor in real time which may lead to a property being sold prior to the auction event. Buyers are urged to register their interest early to avoid any disappointment. If you require any assistance with finance or conveyancing then speak to a member of the auction team who will be happy to provide quotes from our specialist panel.

# AUCTIONEER'S ANNOUNCEMENTS ASSUMPTIONS & COMMENTS

- 1 The auctioneer will offer all lots in the order as shown in the catalogue.
- 2 If appropriate an addendum to the catalogue and Conditions of Sale will be available in the auction room.
- 3 This addendum is an important document providing updates and corrections to the auction catalogue.
- 4 A&S Auctions will always endeavour to inform prospective purchasers of changes that may have taken place after the catalogue was printed when such changes are brought to their attention.
- 5 Prospective purchasers should ensure they have a copy of the auction catalogue and an addendum prior to bidding.
- 6 Prospective purchasers are deemed to have read the addendum whether they have done so or not.
- 7 You are bidding on the basis that you have checked the General Conditions of Sale, which are detailed at the back of the sale catalogue, and the Special Conditions of Sale relating to each individual lot.
- 8 The Special Conditions of Sale together with the title documentation have been available for inspection at the auctioneer's office in the immediate period leading up to the auction date.
- 9 You are bidding on the basis that you have made all necessary enquiries, particularly in respect of lots the auctioneer has not inspected or had initial sight of tenancy details, and have checked the General and Special Conditions of Sale and are satisfied that you fully understand their content.
- 10 If you have a question in respect of any of the lots within the catalogue would you please ask one of the A&S Auctions representatives who will attempt to answer your question during the auction. The auctioneer will not answer any questions whilst the auction is proceeding.
- 11 Guide Prices shown in the catalogue are merely an approximation and the auctioneer's opinion only. They should not be regarded as anything more.
- 12 Please remember it is the bidder's duty to attract the auctioneer's attention, bid clearly and do not delay.

# GLOSSARY OF COMMON AUCTION TERMS

## ADDENDUM

This is the document published on the day of the auction containing all changes and additions to the details within the catalogue. It is important that you read this document before bidding to see if there is anything significant listed against your lot. We will be compiling these amendments right up until the day. The most up to date copy is always available from the Whalley Office. The Addendum forms part of the contract of sale.

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## AUCTION CATALOGUE

Details of the property and land to be sold are set out in this catalogue. All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

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## COMPLETION OF CONTRACTS

This is when the purchase becomes final. The purchase price is paid in full by the buyer's conveyancer and received by the vendor's conveyancer. The seller must move out of the property on this date and release all the keys to the buyer.

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## ENERGY PERFORMANCE CERTIFICATES (EPCS)

EPCs contain information on your home's energy use and typical energy costs, with recommendations on how to reduce energy use and save money.

## EXCHANGE OF CONTRACTS

The buyer will sign the contract for sale and send it to the seller, who also signs it. This is the point at which both parties are legally obliged to complete the transaction, and usually takes place a maximum of 28 days after the buyer's solicitor is in receipt of draft contracts. At this point there is a legal obligation for the purchaser to buy and the vendor to sell.

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## INSURANCE

Unless indicated to the contrary, the seller will continue to be responsible for insuring the property until completion.

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## LEGAL PACK/BUYER INFORMATION PACK

A Buyer Information Pack is a range of legal documents prepared before the property is sold via auction. This gives the buyer a chance to view the legal aspects of the property before purchasing.

The pack includes: Property Information forms, Fixtures and Fittings forms, official Land Registry Documents, Title Plan, Local Search and Water Drainage Search, EPC, leasehold documents if applicable and auction Terms and Conditions.

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## PRE-AUCTION OFFERS

The vendor can consider offers prior to the live auction, but this is at their discretion to do so. The auctioneers or vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.

# GLOSSARY (CONT)

## RESERVE FEE

Unless otherwise stated, each property is sold subject to a Reservation Fee of 2% + VAT. If you are interested in a particular lot please speak to a member of the team before you place a bid and clearly read the Terms and Conditions attached to the property. Please note that the Reservation fee is in addition to the final negotiated selling price, and is paid on a non- refundable basis. It is held as a reservation against the subject property until exchange of contracts takes place. If the sale falls through due to the vendor breaching the terms of the agreement the Reservation Fee or deposit becomes repayable to the buyer in full by the vendor.

Deposits and/ or fees will be accepted by one of the following methods Bankers Draft, Cash (up to £10,000), Debit/Credit cards (3% surcharge applies to credit card transactions).

## CHEQUES WILL NOT BE ACCEPTED

## RESERVE PRICE

This is the minimum price that is acceptable to the vendor for selling their lot in the auction. We do not publish Reserve Prices; this figure is a private agreement between the vendor and the auctioneer.

## SPECIAL CONDITIONS OF SALE

In addition to these 'general' conditions applicable to each lot the vendor's solicitor may draft additional terms applicable to their individual lot – these are the Special Conditions. These are not printed in the catalogue and are available for free from the Whalley Office if applicable. They form part of the Contract of Sale. It is important that you satisfy all of your legal enquiries and are aware of all conditions (including any Addendum) before you bid at auction.

## STARTING BIDS

These are prices published for each property and are the level at which the bidding will commence. They are for guidance only and are not Reserve Prices. They may occasionally change during the marketing period. Each Starting Bid has a corresponding Reserve Price that is usually in excess of the starting price.

## THE LEGAL ASPECT

The legal aspect of buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the Local Authority Search and other legal documentation.

## VIEWING

Due to the nature and condition of auction properties, we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary actions to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by the auctioneers and we cannot be held liable for loss or injury caused while viewing or accessing any lot. Due to the nature of some auction properties, electricity may not be turned on therefore viewings times are restricted.

If you have any queries or further questions regarding the information in this catalogue, don't hesitate to speak to a member of our auction team who will be able to offer you sound advice. You can contact us by telephone, e-mail or alternatively visit our website:  
[www.athertons-uk.com](http://www.athertons-uk.com)



# MODERN METHOD OF AUCTION

## TERMS & CONDITIONS

### Reservation Fee

These conditions govern the conduct of "conditional" or "modern method" auctions operated by A & S Auctions. All properties sold by auction using the Company website or by a physical auction which are expressed to be either a "conditional" or "modern method" auction are governed by these conditions. A non-refundable reservation fee of 2% plus VAT must be paid by the buyer immediately following the conclusion of the auction or acceptance of an offer. This must be paid by cleared funds to the Auctioneer who will issue an Acknowledgement of Reservation.

### Introduction

These conditions have three main sections.

#### 1. GLOSSARY

This gives special meanings to some words used in the rest of the conditions.

#### 2. THE CONDUCT OF THE AUCTION

This section regulates the conduct of the auction. If you bid for a property which is offered for sale by conditional auction you do so on the basis that you accept them.

#### 3. CONDITIONS OF RESERVATION

If you win a conditional auction for a property you must sign a reservation form under which you agree to be bound by the conditions of reservation relevant to that property. The conditions are legally binding.

#### Important Notice

A prudent buyer will, before bidding for a property:

- Inspect the Buyer Information Pack for the relevant property.
- Have finance available for the fees, deposit and purchase price.
- Carry out usual searches and make usual enquiries.
- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant.
- Check the content of all available leases and other documents relating to the property.
- Check that what is said about the property in the Buyer Information Pack is accurate.
- Check whether VAT registration and election is advisable for commercial properties.

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a property without taking these normal precautions you do so at your own risk.

#### 1. GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

- 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

- where the following words printed in bold type appear they have the specified meanings.

### Approved Financial Institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to us.

### Auction

The auction advertised as in the catalogue (as applicable).

### Auction Conduct Conditions

The conditions so headed, including any extra auction conduct conditions.

### Auctioneers

The auctioneers of the auction.

### Buyer Information Pack

The pack of documents relating to a property which is advertised for conditional auction.

### Buyer

The person who agrees to buy the property or, if applicable, that person's personal representatives. If two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.

### Catalogue

Any catalogue to which the conditions refer including any supplement to it.

### Condition

One of the auction conduct conditions or sales conditions.

### Conditional Auction

A conditional or "modern method" of auction as described in these conditions.

### Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the property.

### Online

On our website or, where applicable, one of our accredited partner's websites.

### Property

Each separate property described in the catalogue or (as the case may be) online.

### Price

The price that the buyer agrees to pay for the property.

### Reservation Deposit

A non-refundable deposit paid by the buyer to us to reserve a property. This deposit is used by the seller to pay our fees for conducting the conditional auction.

## TERMS & CONDITIONS

### Reservation Fee

A non-refundable fee paid by the buyer to us to reserve a property. This is in payment of our fees for conducting the conditional auction.

### Reservation Form

The form of contract that is to be signed by the buyer and by us (on behalf of the seller) reserving the property for sale by the seller to the buyer as further described in the conditions of reservation.

### Seller

The person selling the property. If two or more are jointly the seller, their obligations can be enforced against them jointly or against each of them separately.

### We (and us and our)

The auctioneers.

### You (and your)

Someone who bids on an auction, whether or not a buyer.

## 2. THE CONDUCT OF THE AUCTION

### A1 Introduction

**A1.1** Words in bold type have specified meanings, which are defined in the Glossary.

**A1.2.** Where a property is advertised for auction;

- (a) online, you have been given access to that auction only on the basis that you accept these auction conduct conditions;
- (b) in a catalogue, you are only issued that catalogue on the basis that you accept these auction conduct conditions,

which govern our relationship with you and cannot be disappled or varied by the sale conditions (even by a condition purporting to replace the whole of the Conditional Auction Conditions). This can be varied only if we agree.

### A2 Our Role

**A2.1** As agents for each seller we have authority to:

- a) prepare the catalogue (as applicable) from information supplied by or on our behalf of each seller;
- b) offer each property for sale by conditional auction;
- c) receive and hold reservation deposits (if applicable);
- d) receive reservation fees (if applicable);
- e) sign each reservation form on behalf of each seller; and
- f) treat a reservation form as repudiated if the buyer fails to sign that reservation form or pay a reservation fee or reservation deposit (as applicable).

**A2.2** Our decision on the conduct of the conditional auction is final.

**A2.3** We may cancel the conditional auction, or change the way in which a property is offered for sale. We may also combine or divide properties. A property may be sold or withdrawn from sale prior to the conditional 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.

### A3 Bidding and Reserve Prices

**A3.1** All bids are to be made in pounds sterling exclusive of any applicable VAT.

**A3.2** We may refuse to accept a bid. We do not have to explain why.

**A3.3** All bids made online must comply with the terms and conditions which apply to use of our website or to the use of our partners websites (as applicable).

**A3.4** If there is a dispute over bidding we are entitled to resolve it and our decision is final.

**A3.5** Unless stated otherwise each property is subject to a reserve price (which may be fixed just before the property is offered for sale). If no bid equals or exceeds that reserve price the property will be withdrawn from the conditional auction.

**A3.6** Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

**A3.7** Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always as the seller may fix the final reserve price just before bidding commences.

### A4 The Buyer Information Pack and other Information

**A4.1** We have taken reasonable care to describe each property (either online or in a catalogue). The description of a property is based on information supplied by or on behalf of the seller. You need to check that the information is correct.

**A4.2** The description of a property and the Buyer Information Pack may change prior to the conditional auction and it is your responsibility to check that you have the correct versions.

**A4.3** 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.

### A5 The Reservation Form

**A5.1** A successful bid is one we accept as such (normally on the fall of the hammer or close of an auction online). This condition A5 applies to you if you make the successful bid for a property.

**A5.2** You are obliged to enter into a reservation agreement which obliges you to proceed to purchase the property at the price you bid plus VAT (if applicable).

**A5.3** You must:

- a) provide all information we reasonably need from you to enable us to complete the reservation form (including proof of your identity and address if required by us);
- b) sign the completed reservation form; and
- c) pay the reservation fee or reservation deposit (as required by the reservation form).

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## TERMS & CONDITIONS

**A5.4** If you do not we may either

- a) as agent for the seller treat that failure as your repudiation of the reservation form and offer the property for sale again. The seller may then have a claim against you for breach of contract; or
- b) sign the reservation form on your behalf.

**A5.5** Where a reservation deposit is paid, that reservation deposit:

- a) is to be held by us as agent for the seller, but otherwise is to be held as stated in the reservation conditions; and
- b) must be paid in pounds sterling by cheque or by credit card, debit card or bankers' draft made payable to us on an approved financial institution or by such other method of payment as we may notify to you.

**A5.6** We may retain the reservation form signed by or on behalf of the seller until the reservation deposit or reservation fee (as applicable) has been received in cleared funds.

**A5.7** If you do comply with your obligations under the reservation form then you are personally liable to comply with the obligations under the reservation form even if you are acting as an agent for the buyer.

**A5.8** Where the buyer is a company, you warrant that the buyer is properly constituted and able to buy the property.

### 3. CONDITIONS OF RESERVATION

#### R1 Introduction

**R1.1** Words in bold type have specified meanings, which are defined in the glossary.

**R1.2** Where you win a conditional auction for a property you must sign a reservation form, which is legally binding contract between the buyer and seller reserving the property for purchase by the buyer.

**R1.3** These reservation conditions summarise the terms of the reservation form.

#### R.2 Payment of Reservation Fee

**R2.1** This condition applies where a reservation fee must be paid by you on winning a conditional auction for a property.

**R2.2** Conditional upon payment of the reservation fee and you signing the reservation form, the property shall be reserved to the buyer for the reservation period stated in the reservation form, this is the period in which time the buyer is to exchange contracts to purchase the property.

#### R3 Payment of Reservation Deposit

**R3.1** This condition applies where a reservation deposit must be paid by you on winning a conditional auction for a property.

**R3.2** The reservation deposit is to be held by us and, following formal exchange of contracts for the sale and purchase of the property, transferred to the seller's solicitors as part payment of the purchase price under the contract for the purchase of the property.

#### R4 Sellers obligations

**R4.1** On the reservation form being signed and either reservation fee or reservation deposit being paid, the seller will grant to the buyer a period of exclusivity.

**R4.2** During the exclusivity period the seller agrees:

- a) he or she has instructed us not to agree another reservation of the property;
- b) not to encumber or deal with the title to the property;
- c) not to send, instruct or allow anyone else to send any contract for sale of the property to anyone other than the buyer's solicitors;
- d) to give such access to the property as may be reasonably required by any surveyor or valuer appointed by the buyer;
- e) not to give access to any other person to view the property nor negotiate with anyone other than the buyer any terms for the sale of the property;
- f) to use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period;
- g) to supply all documentation, information and authority to enable the seller's solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the exclusivity period;
- h) to immediately instruct the seller's solicitors to issue a contract for the sale of the property to the buyer's solicitors and to do all other work required to enable contracts for the sale of the property to be exchanged within the exclusivity period.

**R4.3** The seller may (but shall not be obliged to) grant an extension of the exclusivity period stated in the reservation form. Any such extension shall be confirmed in writing.

#### R5 Buyer's Obligations

**R5.1** The buyer agrees:

- a) to use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period;
- b) to immediately instruct the buyer's solicitors to investigate title to the property, negotiate the draft contract for the purchase of the property, raise enquiries of the seller and any third parties about the property and do any other work required to enable contracts for the purchase of the property to be exchanged within the exclusivity period;
- c) to promptly:
  - i) if the buyer intends to use a loan in connection with the purchase of the property, the buyer shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the buyer's application as soon as possible including the payment of any application fees;
  - ii) if the buyer or the buyer's mortgagee or lender requires that the property is surveyed and/or valued, the buyer will use all reasonable endeavours to arrange for the survey and/or valuation to take place at the property as soon as reasonably practicable including the payment of any valuation fee;
  - iii) keep the auctioneer and the seller's solicitors advised of progress with the application for the loan;

## TERMS & CONDITIONS

- d) within 5 working days of receiving draft contracts from the seller's solicitors, the buyer must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract, in writing with the seller's solicitor. If this has not been undertaken the seller reserves the absolute right to re-offer the property for sale free of any obligation to the buyer. In this event the reservation fee is deemed non-refundable.
- e) the date of completion shall be specified in the contract exchanged for the purchase of the property but such date shall be no later than the date being 28 days after the date of exchange of contracts and the buyer shall use all reasonable endeavours to complete the purchase of the property by such date;
- f) the buyer shall pay to the auctioneer the cost of the preparation of the Buyer Information Pack relating to the property;
- g) the buyer has received the Buyer Information Pack (if applicable) and is ready willing and able to proceed with the purchase of the property
- h) the buyer agrees that if contracts for the purchase of the property have not been legally and unconditionally exchanged within the exclusivity period, the seller has the absolute right to re-offer the property for sale free of any obligation to the buyer.

### R6 Termination of Reservation

**R6.1** The reservation form shall not be capable of termination by the seller or buyer during the exclusivity period except as specified below.

**R6.2** On the expiry of the exclusivity period specified in the reservation form (or the expiry of any extension granted by the seller in writing) if the buyer has not exchanged contracts to purchase the property, the reservation of the property shall terminate at the discretion of the auctioneer.

**R6.3** The seller may terminate the reservation of the property by written notice to the buyer if the buyer is in breach of the buyer's obligations set out above.

### R7 Binding Obligations

**R7.1** These conditions of reservation must be read in conjunction with the reservation form applicable to a particular property. Where there is any conflict or inconsistency between these condition and the provisions of an individual reservation form, the relevant provisions of the reservation form shall apply.

**R7.2** As these conditions and the reservation form comprise legally binding obligations on you, it is recommended you seek independent legal advice on these conditions and the reservation form before making any bid on a property.

### R8 Auctioneer

**R8.1** You acknowledge and agree that we act as an agent of the seller and not in our own capacity.

**R8.2** Save in the event of fraud or death or personal injury resulting from our negligence neither us nor any of our group companies, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relating to these conditions or to any property.



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- Offices in Whalley & Blackburn

t: 01254 822722  
e: john@aandsauctions.co.uk



t: 01254 828810  
e: john@athertons-uk.com