

# Exclusivity Agreement For The Sale Of Online Auction Property

BETWEEN SELLER AND BUYER



## EXCLUSIVITY AGREEMENT

Thank you for your agreement to purchase a property through Springbok Properties Ltd.

Springbok Properties Ltd. (SP) of 1 Universal Square, Devonshire Street North, Manchester M12 6JH and company number 0904575 is a National Hybrid Fast Sale Estate Agency. We operate the website [www.Springbokproperties.co.uk](http://www.Springbokproperties.co.uk) for our Auction Platform.

- This agreement sets out the terms and conditions under which YOU (the Buyer, YOU, YOUR) and Springbok Properties Ltd. (SP, the Auctioneer, US, WE, OUR) as agent for and acting on behalf of the Seller shall enter into an exclusivity period for the purpose of completing the Transaction.
- This agreement becomes effective immediately after the conclusion of the Online Auction or in the case of Sold Prior To Auction or Sold Post-Auction when the sale is agreed.

**BY BIDDING ON A PROPERTY ON THE AUCTION PLATFORM, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS IN THIS DOCUMENT.**

### PARTIES

- (1) The Seller in agreeing to our Online Conditional Auction Agency Agreement Terms and Conditions is bound to the terms of this Exclusivity Agreement.
- (2) The Buyer in agreeing to our Springbok Online Auctions Terms and Conditions is bound to the terms of this Exclusivity Agreement.

### BACKGROUND

- (A) SP is acting as an agent under instruction from the Seller, to achieve a quick sale for their Property.
- (B) The Seller is prepared to exclusively accept a suitable offer made by YOU in return for a exchange of contract within 20 Business Days (approximately 28 days) and a further and not enter into 20 Business Days (approximately 28 days) to complete
- (C) The Buyer and the Seller intend to enter into the Transaction subject to contract.

### IMPORTANT

This is a legally binding Agreement that you should read carefully. If you are unsure of any part, phrasing or implication of this Agreement, please ask the Auctioneer to clarify and/or seek independent legal advice.

The terms detailed in this Agreement are supplemental to the 'Springbok Online Auctions Terms and Conditions' (shown on our website at [www.SpringbokProperties.co.uk/BiddingTerms.pdf](http://www.SpringbokProperties.co.uk/BiddingTerms.pdf)) and by placing a bid YOU also agree to the 'Springbok Online Auctions Terms and Conditions'.

The contract of sale with the exclusivity agreement become effective immediately at the fall of the gavel and by placing a bid on the Auction Platform YOU accept and agree to this Agreement as legally binding.

This Agreement incorporates the conditional auction terms and conditions set out on the Auctioneer's website at the date of Reservation ("Conditional Auction Terms and Conditions").

### TERMS AND CONDITIONS

The definitions in this section apply throughout this Agreement.

### INTERPRETATIONS

**Buyer's Solicitors:** The solicitor or legal representative nominated by the Buyer(s).

**Seller's Solicitors:** The solicitor or legal representative nominated by the Seller(s).

**Seller:** The person selling the Property. If two or more people or entities own the Property, their obligations can be enforced against them jointly or against each of them separately.

**Legal Pack:** Prepared by the seller's solicitor they often contain any special conditions of sale, title deeds, leases, office copy entries, searches and replies to pre-contract enquiries plus any other relevant information. Access to the Seller's Legal Pack is granted only if your register on our Bidding platform.

**Exclusivity Period:** A period of 20 Business Days from the date of this Agreement by which the Buyer and SP (on behalf of the Seller) agree to be bound and which grants the Buyer the exclusive right to exchange contracts after which YOU have a further 20 Business Days to complete. Except if this is extended by agreement between YOU and US in writing.

**Completion:** Shall be specified in the contract for sale but shall be no later than 40 Business Days from the date of this Agreement.

**Reservation Deposit:** 1% of the Purchase Price or £2,500, whichever is the greater, which is to be paid to SP to hold on behalf of the Seller. The reservation deposit will form part of the Purchase Price of the Property. (Payable within 2 hours of the conclusion of the Auction.)

**Buyer Administration Fee:** OUR non-refundable administration charge for conducting the auction and including contributions towards the Seller's costs, Legal Pack and other documentation costs hence the amount applicable will vary depending on the Property or Listing. (Payable within 2 hours of the conclusion of the Auction.)

**Fees:** The total sum of the Buyer Administration Fee and Reservation Deposit.

**Business Day:** Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

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## 1. OUR ROLE

- 1.1. As agents for the Seller, SP is authorised to:
  - a. Offer the Property for sale;
  - b. Receive the Fees; and
  - c. Accept an offer if it meets the Seller's minimum price; and
  - d. Sign the exclusivity agreement on behalf of the Seller and successful bidder or Buyer.
- 1.2. SP's decision on the conduct of the sale is final.
- 1.3. SP is authorised to change the way in which a Property is offered for sale.
- 1.4. SP retains the right to sell or withdraw a Property prior to any offers being accepted.

## 2. ACKNOWLEDGEMENTS

- 2.1 YOU acknowledge that, to the extent permitted by law, SP owes YOU no duty of care and YOU have no claim against SP for any loss.
- 2.2 YOU agree to resolve any disputes through SP's complaints procedure and acknowledge that SP's decision on any dispute arising regarding the refunding of the Reservation Deposit is final.
- 2.3 YOU agree to provide SP with valid and up-to-date proof of identification and residence as required by the latest Anti-Money Laundering Regulations. YOU

acknowledge and accept that SP's checks may also include carrying out a search to verify YOUR identity and residence using recognised third-party electronic databases for Anti-Money Laundering Regulation purposes and to prevent fraud.

## 3. YOUR OBLIGATIONS AT THE POINT OF OFFER

- 3.1. YOU will pay the non-refundable Reservation Deposit to SP. This payment must be made within 2 hours of US notifying YOU that YOU are the successful bidder. The Reservation Deposit will form part of the Purchase Price of the Property.
- 3.2. YOU acknowledge and confirm YOU are chain-free and not linked to another property related transaction, proceeding through any settlement and have cleared deposit funds readily available to proceed with the purchase.
- 3.3. YOU will also pay the Buyer Administration Fee to SP. This payment must be made within 2 hours of US notifying YOU that YOU are the successful bidder.
- 3.4. To be authorised to bid on the Auction Platform, YOU must:
  - a. Read and agree to the Exclusivity Agreement and the Springbok Online Auctions Terms and Conditions; and
  - b. Provide proof of identification as required; and
  - c. Provide proof of source of funds as required.

- 3.5. If YOU are the winning bidder, the Seller will on receipt of the Reservation Deposit and Buyer Administration Fee by SP grant YOU a period of 20 Business Days of exclusivity to Exchange Contracts and a further 20 Business Days to complete on the Property.

#### **4. SELLER'S OBLIGATIONS**

- a. Not to instruct anyone to grant another Exclusivity Agreement of the Property;
- b. Not to charge or take out any secured loans on the Property or deal with the title to the Property;
- c. Not to send, instruct or permit anyone else to send any contract for sale of the Property to anyone other than the Buyer's Solicitors;
- d. To give access to the Property as may reasonably be required by any representatives of the Buyer to include surveyors to inspect and value the Property;
- e. Not to allow anyone access to view the Property or negotiate with anyone other than the Buyer;
- f. To keep the property insured up to completion.
- g. To use all reasonable endeavours to ensure that contracts are 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;
- i. That the Seller may (but shall not be obliged to) grant an extension of the Exclusivity Period

#### **5. BUYER'S OBLIGATIONS**

- 5.1. In consideration of the Seller undertaking the Seller's Obligations YOU undertake to:
- a. Pay the Fees to SP. This payment is to be made within 2 hours of US notifying YOU that YOU are the successful bidder;
  - b. Use all reasonable endeavours to effect an exchange of contracts within the Exclusivity Period;
  - c. Keep US and the Seller's Solicitors informed of all progress.
- 5.2. YOU authorise SP on exchange of contracts to release the Reservation Deposit to the Seller's Solicitors to form part of your Purchase Price.
- 5.3. If YOU withdraw from the process during the Exclusivity Period or if Exchange of Contracts does not take place by the end of the Exclusivity Period or if YOU are in material breach of your obligations YOU will forfeit the Buyer Administration Fee and Reservation Deposit of which will be shared equally between SP and the Seller.

- 5.4. YOU authorise YOUR mortgage broker and Solicitors to deal with SP and provide SP with any information they may reasonably require about the sale.
- 5.5. YOU authorise SP to disclose information about the progress of the transaction (and any related transaction) and share information with others directly involved in the transaction or any related transaction
- 5.6. If YOU need a mortgage to buy the Property YOU will apply to the relevant lender within 2 Business Days of the date of this Agreement and complete all necessary documentation and do all such things as the lender may require to process YOUR including paying any application and valuation fees.
- 5.7. Within 5 working days of receiving draft contracts from the Seller's Solicitors YOU must ensure that the Buyer's Solicitors have raised initial enquiries in writing with the Seller's Solicitors. If this has not been done the Seller reserves the right to re-offer the property for sale without any obligation to YOU and YOU will forfeit the Fees.

#### **6. LEGAL PACK**

- 6.1. YOU acknowledge that YOU have received the Legal Pack and are ready, willing and able to proceed with the purchase of the Property under the terms as set out in this Agreement.
- 6.2. You acknowledge and accept SP has no liability in respect of the accuracy or the validity of the information within the Legal Pack and you will do your own due diligence, own investigation, searches and seek independent legal advice.

#### **7. EXTENSION TO RESOLVE ISSUES AND REFUNDS**

- 7.1. There may be circumstances where the Seller requires more time to resolve issues required by YOUR conveyancer so completion can take place. In such circumstances, YOU agree to extend the time period for completion to take place from 40 Business Days to 125 Business Days.
- 7.2. If any issues arise after offer whereby the Seller has to undertake remedial works after offer accepted, YOU agree to extend the period of time for completion to take place from 40 Business Days to 125 Business Days.
- 7.3. The Reservation Deposit and Buyer Administration Fee are only fully refundable should the Seller decide to withdraw from the sale or be unable to complete the sale of the Property within 125 Business Days for any reason.

#### **8. TERMINATION**

- 8.1. Rights to end this Agreement:
- a. YOU may terminate this Agreement with immediate effect by written notice to SP but YOU will forfeit the Fees.

- a. YOU may terminate this Agreement with immediate effect by written notice to SP but YOU will forfeit the Fees.
- b. This Agreement shall terminate on expiry of the Exclusivity Period and if contracts are not exchanged through no fault of the Seller YOU will forfeit the Fees.
- c. The Seller may terminate this Agreement with immediate effect by written notice to YOU if YOU are in breach of any of the Buyer's Obligations, in which case YOU will forfeit the Fees.

8.2. Subject to clause 8.3 and 8.4 the Fees are non-refundable and if YOU withdraw YOUR offer, attempt to reduce YOUR offer or fail to exchange contracts in 20 Business Days or fail to complete within 20 Business Days of exchange of contracts (or any other timescale agreed with the Seller) YOU will forfeit the Fees.

### 8.3. Refund of Fees

- a. YOU may terminate this Agreement with immediate effect by written notice to SP if the Seller is in material breach of the Seller's Obligations and if substantiated the Fees will be returned to YOU.
- b. The Seller may terminate this Agreement with immediate effect by written notice to YOU at the Seller's discretion and convenience, in which case, provided YOU have taken all reasonable steps to comply with the Buyer's Obligations the Fees will be returned to YOU.

8.4. You may terminate this Agreement and receive a refund of the Fees prior to binding contract exchange in the event that:

- a. A survey reveals a serious structural defect that makes the Property uninhabitable or unmortgageable which cannot be rectified by the Seller to the reasonable satisfaction of the Buyer's or Lender's Surveyor;
- b. The Seller's legal title is not found to be good and marketable which cannot be rectified by the Seller providing suitable legal indemnity insurance or accepted by the mortgage lender;
- c. There is an adverse entry in a property search result that makes the Property unmortgageable which cannot be rectified by the Seller to the reasonable satisfaction of the Buyer's or Lender's Solicitors.
- d. There is flooding, damage or vandalism to the Property that has occurred after inspection has taken place and the offer has been accepted and the Seller is unable to rectify to SP's satisfaction after the extension period listed in 7.2 above.

8.5. YOU agree that should any dispute arise regarding refunding the Fees that the decision of SP is final.

## 9. DATE OF ACCEPTANCE OF THE EXCLUSIVITY AGREEMENT

- 9.1. The Seller accepts the terms of this Exclusivity Agreement on the date the Online Conditional Auction Agency Agreements is signed.
- 9.2. The Buyer accepts the terms of this Exclusivity Agreement on the date of issue of the Memorandum of Sale.

## 10. FURTHER CONDITIONS

- 10.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.2. As these terms and conditions and exclusivity agreements comprise legally binding obligations on YOU, it is recommended that YOU seek independent legal advice on them before bidding on a property and entering into this Agreement. .
- 10.3. YOU agree that SP acts as the agent for the Seller and not in its own capacity.
- 10.4. Neither SP, any of SP's group companies, affiliates, third-party service providers, officers, directors or employees shall have any liability of any nature howsoever arising in relation to these terms and conditions, a property auction or to any property.

## 11. NOTICES

- 11.1. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or via email or sent by first-class post or next Business Day delivery service to the other party's address as shown in this Agreement (or such other address as may be notified in writing by one party to the other from time to time).
- 11.2. Any notice or communication shall be deemed to have been received if delivered by hand on signature of a delivery receipt or if by email on read receipt or if posted at 9.00 am on the second Business Day after posting.
- 11.3. Each party irrevocably agrees that the courts of England and Wales will have sole jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **12. EXCLUSION OF THIRD PARTY RIGHTS**

12.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **13. COMPLAINTS**

13.1. SP has an internal complaints procedure, details of which are available at <https://www.springbokproperties.co.uk/complaints-procedure>. SP is also a member of the Property Ombudsman's Redress Scheme (<http://www.tpos.co.uk>) should you feel it necessary to continue with your complaint.