

# PROPERTY Registration Form Subject to Contract/Contract Denied



**WILSONS**  
AUCTIONS  
Est. 1936

Please tick your preferred method of bidding

In person

(please complete sections 1, 2, 3, 5 & 6)

Online

(please complete sections 1, 2, 3, 4, 5 & 6)

Written bid

(please complete sections 1, 2, 3, 5 & 6)

Phone bid

(please complete sections 1, 2, 3, 5 & 6)

Section 1 Registered Bidder & Solicitor Details	SALE Number	BUYER Number
Please complete clearly, including your full address, postcode, contact phone number and email address.		

Buyer 1 Full Name	Buyer 2 Full Name
And/or Company Name	And/or Company Name
Address	Address
Postcode	Postcode
Phone No.	Phone No.
Email	Email

**Solicitors Name**

And/or Company Name

Address

Postcode

Phone No.

Email

## Section 2 Commission Bid(s) / Offer(s) / Bidding On

Please submit your maximum bid to enable the Auctioneer to bid on your behalf. You will secure the lot for just one bid increment higher than the last bid against you, as long as no-one outbids your maximum bid. **NB Leaving written bids on more than one lot may result in all bids submitted being successful.**

Lot	Description	Bid



Section 3 Payment Method & Authorisation	Section 4 Online Bidding								
Tick as relevant your preferred method of payment.	<p>Online bidding can be arranged upon receipt of a completed Registration Form and €10,000 deposit. Thereafter all you require is a PC, phone or tablet with a broadband connection to the internet. Username, Password and LiveBid link will be emailed to you accordingly. Please ensure registration is completed 24hrs prior to the commencement of the auction.</p> <p><b>NB The Auctioneers shall not be held responsible for any loss of communication or connection between a Bidders internet system and that of Wilsons Auctions LiveBid platform.</b></p>								
Card No. _____									
Expiry Date: ____/____/____ CVV No. _____									
<input type="checkbox"/> Debit Card <input type="checkbox"/> Credit Card									
<p><b>CARD PAYMENT AUTHORISATION</b></p> <p>Please complete to facilitate deposit or full payment I, the cardholder, authorise Wilsons Auctions to debit €_____ from my Debit / Credit Card ending ____ (Last 4 digits)</p>									
<b>Signature</b>	<b>Date</b>								
<table> <tr> <td>Wilson's Auctions Ltd</td> <td>Sort Code: 98-50-10</td> </tr> <tr> <td>Ulster Bank</td> <td>A/c No: 18931063</td> </tr> <tr> <td>College Green</td> <td>BIC ULSBIE2D</td> </tr> <tr> <td>Dublin</td> <td>IBAN IE10ULSB98501018931063</td> </tr> </table>		Wilson's Auctions Ltd	Sort Code: 98-50-10	Ulster Bank	A/c No: 18931063	College Green	BIC ULSBIE2D	Dublin	IBAN IE10ULSB98501018931063
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**Section 5 Declaration**

I have acquainted myself with Wilsons Auctions Terms & Conditions of Sale and those within the Legal Pack provided by the vendors' solicitor and agree to abide by them. I authorise a part payment of 10% of the selling price (minimum €10,000), to be debited from card details supplied at the fall of the hammer.

**NB If bidding 'In Person' 10% deposit with a minimum of €3,000 shall be paid and Sale Contract signed at the fall of the hammer.**

<b>Signature</b> <b>X</b>	<b>Date</b>
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FOR OFFICE USE ONLY – Photographic Identification & Utility bill (less than 3 months old)			
<b>ID Supplied</b>		<b>Utility bill attached</b>	
<b>Reference Number</b>			

**Section 6 Agreement**

I/We hereby agree to the General Conditions of Sale as printed in the property auction catalogue and contained within the legal pack relating to each lot. I authorise Wilsons Auctions Ltd to appoint a representative to sign the contract on my behalf, in accordance with the General Conditions of Sale.

<b>Signature</b> <b>X</b>	<b>Date</b>
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**Wilson's Auctions (WA) Privacy Notice**

WA shall collect the minimum amount of personal data that is necessary to fulfil and exercise our contractual rights and obligations for items purchased using our services. Should your bid be unsuccessful, we may contact you as an underbidder should the initial sale fail to complete.

Where WA believes that you are or may be in breach of any applicable laws, for example Money Laundering Regulations, WA may disclose your personal information to relevant law enforcement agencies.

Personal data shall only be used for its intended purpose and will be shared with our Content Management System provider (Kingfisher Systems), whose purpose shall be to host and maintain our client database. Personal data is restricted to WA employees with the appropriate access levels. We do not sell our data to third parties. PII shall be held for as long as is necessary for the relevant activity for a maximum of seven years after which all data shall be securely disposed of in accordance with our policy including applicable back up data. Subject Access Requests should be issued to [dpo@wilsonsauctions.com](mailto:dpo@wilsonsauctions.com). Please see our privacy policy for further details.

# General Condition of Sale...

These General Conditions apply to the sale of each of these lots in the auction subject to any variation or addition referred to in the special conditions of sale relating to the relevant lot. Please read through these carefully prior to bidding on a lot.

Please note: Whilst the Vendors of the Lots described in this catalogue have used reasonable efforts to ensure that Lots are correctly described, we strongly recommend that you appoint professional advisors including independent legal advisors and arrange for them to consider and advise you on all aspects of your intended purchase. Wilsons Auctions may refuse admittance to any person attending the Auction and can also ask any person to leave the auction premises immediately, Wilsons Auctions do not have to explain why.

The Catalogue and sales brochure is issued only on the basis that you accept these General Conditions of Sale. They govern Wilsons Auctions relationship with you and cannot be dis-applied or varied by the Special Conditions (even by a Condition purporting to replace the whole of the Conditions). They can be varied only if Wilsons Auctions agree.

## WILSONS AUCTIONS ROLE

As agents for each Vendor we have authority to:

- (a) prepare the Catalogue 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 sign the Contract For Sale or pay a deposit as required by these General Conditions of Sale.

Wilsons Auctions decision on the conduct of the Auction is final.

Wilsons Auctions may cancel the Auction, or alter the order in which Lots are offered for sale. Wilsons Auctions, may also combine or divide Lots. A Lot may be sold or withdrawn from sale prior to the Auction.

You acknowledge that to the extent permitted by law Wilsons Auctions owe you no duty of care and you have no claim against Wilsons Auctions for any loss.

## RESERVE PRICES

You should not treat any reserve 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.

## CONDITIONS OF SALE

If you are the successful Purchaser of any Lot, you will, from the moment the Auctioneer's gavel falls, become legally bound by the Conditions of Sale in relation to that Lot.

It will be assumed that you have read and considered the Conditions of Sale and any other relevant documents for the Lot(s) you are interested in on or before the day of the Auction, that you have shown them to your professional advisors and have taken their professional advice before bidding.

The Conditions of Sale include these General Conditions of Sale and Special Conditions of Sale for the Lot you are bidding on (these are obtainable from the Vendor's solicitors).

An addendum will be available before and will be distributed at the Auction. This document will detail any corrections, amendments and/or additions made to the particulars contained in the printed catalogue 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.

## PROCEDURES ON REGISTERING TO BID

You will be asked to produce a minimum of two forms of identification both of which should relate to you as bidder. Acceptable identification must consist of, firstly, some form of photo identity such as a driver's licence or passport and secondly evidence of your address such as a recent utility bill or bank statement (dated within the last 3 months). You acknowledge and agree that we may take photocopies of your identification documents and that we may retain them for our records in order to comply with our bidder identification procedures.

You will also be asked to complete a Bidding Registration form, when completing this, you must specifically name the person or legal entity that is to be the Purchaser of the Lot. Lots cannot be transferred to an unnamed Purchaser. References in the Bidding Registration form to the Purchaser's 'nominees', 'associates' or similar terms are not acceptable.

When you have completed the Bidding Registration Form and provided the required forms of Identification, you will be given a buyers number card. It is imperative that you do not lose this card.

## BIDDING AND RESERVE PRICES

All bids are to be made in Euro exclusive of any applicable VAT save where the Special Conditions state otherwise.

Wilsons Auctions may refuse to accept a bid, and do not have to explain why.

If there is a dispute over bidding Wilsons Auctions are entitled to resolve it, and Wilsons Auctions decision is final.

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 Auction. If the property is withdrawn, the Auctioneer may decide to deal exclusively with the highest bidder. If those discussions lead to an agreement to sell the property then the purchaser will be asked to sign the legally binding contract immediately and pay a deposit, further detailed below.

The Auctioneer does not have to disclose the reserve price when withdrawing the property.

The Auctioneer may refuse to accept any bid.

## PROCEDURES IF YOU PURCHASE A LOT

After a Lot is knocked down to you, please hold up your buyers number to the auctioneer and the auctioneer will make a note of this on their auctioneer sheets.

A member of staff will ask you to come to the reception office to pay your deposit and sign the contract for sale.

## 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.

The minimum deposit Wilsons Auctions accept is 10% of the total Purchase Price, or €10,000 whichever is the higher. A special condition may, however, require a higher minimum deposit.

A deposit taken as agent for the Vendor effectively belongs to the Vendor as soon as it is paid and will be released to them 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 as stakeholder will be held in the Auctioneers client account until completion.

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.

The deposit must be given to the Auctioneers' clerk together with your buyers number.

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

Deposit cheques are accepted on the basis that there are adequate cleared funds in the account upon which the cheque is drawn. Deposit Cheques may be specially cleared immediately following receipt on the day of the Auction but otherwise will be presented for clearance first thing on the morning after the auction. The Vendor may take action against you if your cheque is not honoured on first presentation. You are therefore strongly advised to ensure that there are adequate funds available in the account to meet any deposit cheque(s) that are drawn as a result of the Auction.

All deposit cheques should be made payable to Wilsons Auctions Ltd unless the Special Conditions of Sale state otherwise.

Bankers drafts will also be acceptable where drawn on a bank or building society or branch of a bank or building society that is situated in Ireland.

# General Condition of Sale...

## THE CONTRACT

A successful bid is one which Wilsons Auctions accept as such on the fall of the hammer. This Condition applies to You if You make the successful bid for a Lot. You are obliged to buy the Lot on the terms of the Conditions of Sale at the Purchase price You bid plus VAT (if applicable).

You must before leaving the Auction Premises:

- (a) provide all information Wilsons Auctions reasonably need from You to enable us to complete the Contract For Sale (including proof of your identity if required by Wilsons Auctions);
- (b) sign the completed Contract For Sale; and
- (c) pay the deposit.

If you are not present at the auction as you are bidding via either proxy, telephone or internet bidding you authorise a representative of Wilsons Auctions to sign the Contracts For Sale on your behalf.

If You do not comply with the provisions of above Wilsons Auctions may either:

- (a) as agent for the Vendor 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; or
  - (b) Sign the Contract For Sale on your behalf.
- Wilsons Auctions may retain the Contract For Sale signed by or on behalf of the Vendor until the deposit has been received in cleared funds.

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. Where the Purchaser is a company You warrant that the Purchaser is properly constituted and able to buy the Lot.

Wilsons Auctions, as the selling agent for the vendor, has the authority to sign the Contracts for Sale on behalf of the vendor.

## PROXY, TELEPHONE AND INTERNET BIDDING

If you are unable to attend the Auction but wish to bid by proxy or telephone or over the Internet you will need to complete the Registration Form provided by the auction team and send it to the Auctioneers with your deposit and proof of identity before the Auction. If you contact the auction department, they will explain the remote bidding procedures in detail to you.

If you bid by proxy, telephone or over the internet you will be legally bound by these General Conditions of Sale.

## PLANS AND PHOTOGRAPHS

The plans and photographs shown in the catalogue 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.

## 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 Auction. If you want to inspect the Lot before the Auction, it may be possible to arrange this with the Auctioneers on prior notice and you should therefore contact them in advance of the auction. 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).

## 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 advisors to establish whether such estimates or suggestions are accurate.

## THE PARTICULARS AND OTHER INFORMATION

Wilsons Auctions 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.

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.

The Particulars and the Conditions of Sale may change prior to the Auction and it is Your responsibility to check that You have the correct versions.

If Wilsons Auctions provide information, or a copy of a document, provided by others Wilsons Auctions do so only on the basis that Wilsons Auctions are not responsible for the accuracy of that information or document.

The Purchaser agrees and 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 Lot (whether or not in the course of any representation or negotiations leading to the Auction) shall constitute a representation inducing the Purchaser to enter into the Sale 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 Auction) 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. The Conditions of Sale comprise the entire of the contract between the Vendor and the Purchaser and supersedes any other alleged contract between the parties in relation to the Lot. For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the Vendor and Purchaser relating to the Lot 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.

Please note that the existence of an oral contract or any other contract between the parties is expressly denied and any proposed sale is subject to the exchange and signature of formal contracts.