

## AUCTION INSTRUCTION AGREEMENT

1 Name, Address & Contact Details of Vendor(s) – herein referred to as I, me, my, myself, our or we.

Name(s)
Address
Phone
Email

1a Name, Address & Contact Details of Additional Vendor(s) – if required

Name(s)
Address
Phone
Email

2 Property Address – if different to vendor’s address


2a Solicitors / Legal Representations

Name(s)
Address
Phone
Email

I/we hereby authorise My Auction Limited to instruct my/our solicitors to make local and all other necessary searches at my expense.

3 Signatures

If Authorised Seller, please tick as appropriate:

- Owner  Director  Trustee  Executor  Mortgagee  
 Receiver  Agent

Proof of Identification Documentation

Please provide both proof of identity and address documentation in accordance with Clause 14 of this agreement.

Proof of Identity:

- Certified copy of unexpired passport or  
 Photo Card Driving License or  
 National Identity Card  
 (tick as appropriate)

Proof of Address:

- Utility Bill or  
 Bank Statement or  
 Inland Revenue Document (all less than 90 days old)  
 Council Tax Bill or  
 Mortgage Statement or  
 Household Insurance Certificate (for the current year)  
 (tick as appropriate)

All copies of documentation MUST be independently certified by and bearing an original signature of the person certifying the document and signed as true certified copies (and true likeness for photographic identity documents such as passport or driving license). Only copies certified by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, regulated mortgage broker, certified accountant, teacher, doctor, minister of religion, post master or sub-postmaster are acceptable.

Agreed by Auctioneer

Signature
Print Name
Date

Agreed by Owner/Authorised Seller

Signature
Print Name
Date

3a Date of Agreement

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4 Reserve Price

The Reserve Price will be

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If I increase the reserve above this level without the agreement of the auctioneers, the property can be withdrawn from Auction and the appropriate fee as per Clause 6 will become chargeable at the new increased reserve price to My Auction Limited despite the property not being sold.

5 Starting Price

The Starting Price will be

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I agree that My Auction will set a starting price which will be quoted in all marketing material in line with the Advertising Standards Regulations. The starting price is not necessarily equal to the reserve price above but is likely to be set within a range of no greater than 10% of the expected reserve price.

## 6 Commission

My Auction Limited's commission will amount to £ [ ] plus VAT ( [ ] % in total) of the purchase price subject to a minimum fee of £ [ ] plus VAT (£ [ ] in total).

For illustration purposes only, if the property sold at the Starting Price of £ [ ] the amount payable would be £ [ ] plus VAT (£ [ ] in total) based on the agreed percentage/ minimum fee quoted above.

6a I agree that My Auction Limited will charge a successful Buyer a Buyer's Premium of 1% plus VAT (1.2% in total) at point of exchange of contracts subject to a minimum fee of £2,000 plus VAT (£2,400 in total).

## 7 Sole Selling Rights

I will be liable to pay remuneration to My Auction Limited, in addition to any other costs or charges, if in respect of the property or any part of it: (i) unconditional contracts are exchanged for the sale of the property in the period during which My Auction Limited have sole selling rights, even if the Buyer was not found by My Auction Limited but by another agent or by any other person, including me. (ii) unconditional contracts are exchanged for the sale of the property after the expiry of the period which My Auction Limited have sole selling rights but to a purchaser who was introduced to me during that period, or with whom My Auction Limited had negotiations about the property during that period.

This agreement replaces all other agreements for the sale of the property currently in place with any other agents in respect of this property and it is essential I cancel these agreements immediately to avoid additional charges.

## 8 The Auction

By signing this Agreement, I agree that:

(i) My Auction Limited shall submit the property for sale by digital auction on:

(ii) My Auction Limited as agent and auctioneer have:  
(iii) The right to bid on my behalf up to but not above the authorised reserve price and as My Auction Limited hold this right on my behalf neither I or another person representing me has the authority to bid  
(iv) The right to regulate bidding  
(v) The right to refuse to accept any bid or bids without giving any reason for refusal at our discretion  
(vi) The right to re-offer any lot in respect of which the bidding is disputed  
(vii) The right to sign the contract prior to or on the Auction day, on behalf of both the Seller and Buyer  
(viii) The right to sell the property at or above the reserve price for a period of 14 days after the auction without further reference to the Seller.  
(ix) The final bidder at or in advance of the Reserve Price is under a binding contract on the fall of the digital gavel to purchase the property in accordance with the General and Special Conditions of Sale together with any other relevant documentation.

## 9 Deposits

My Auction Limited are authorised to deduct commission and costs from the deposit held by My Auction Limited and if the deposit is held as agents for the vendor, the same shall be held by My Auction Limited to the order of my/our solicitors pending completion of the sale. If the property should be sold but the transaction is not completed and the deposit received is forfeited, then I/we will pay commission calculated as per Clause 6 of this Agreement, subject to the minimum fee.

As per RICS Regulations My Auction Limited would like to advise clients that all monies are held in My Auction Limited (interest bearing) client account in Metro Bank, 75 Piccadilly, London, W1J 8HU.

## 10 Cancellation and Effects of Cancellation

10.1 You have the right to cancel this agreement within 10 working days from the day we receive the signed or digitally signed agreement from you, without giving any reason.

10.2 If you cancel this agreement after 10 working days from the day we receive the signed or digitally signed agreement from you a cancellation fee of £1,000 plus VAT shall be immediately payable by you. For the avoidance of doubt if the property is withdrawn from auction and contracts have exchanged whether through My Auction

Limited or not (as per clause 7) then our commission shall remain payable in full by you in accordance with the terms of this agreement.

10.3 To exercise the right to cancel, you must inform us at 19 Berkeley Street, London W1J 8ED or by email at info@my-auction.co.uk your decision to cancel this agreement by a clear statement by letter sent by post, or e-mail.

10.4 Should you fail to sign and return the Auction Instruction Agreement to us, your action by email, letter, in person or over the telephone of instructing us to proceed with marketing and auctioning the Property shall amount to your acceptance of these terms and conditions.

10.5 We reserve the right to remove the property from marketing and cancel the agreement if we are unable to make contact with you for a period of 10 working days or if you unreasonably refuse to facilitate viewings of the Property.

10.6 We reserve the right to terminate the agreement at any time on the provision of 10 working days prior written notice to you for any reason.

10.7 Further we reserve the right to immediately terminate this agreement at any time on provision of written notice in the event that you breach any of its terms.

10.8 On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under this agreement.

10.9 All our rights set out in these terms shall continue to apply even if we terminate the agreement.

10.10 If you exchange contracts on the Property with a purchaser introduced by us within 12 months of the cancellation of the agreement, our commission shall become due and payable by you in full. You agree to notify us within 5 working days of the exchange in such instance. For the purposes of these terms and conditions, a 'Purchaser introduced by us' is anyone who we have directly introduced to you as a potential purchaser or who has viewed the Property or downloaded a Legal Pack.

## 11 The Proceeds Of Crime Act 2002

11.1 Put your other paras in here.

11.2 Under the provisions of POCA, we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any services under this agreement on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of agent/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

11.3 We may terminate the provision of any services under this agreement to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the matter is involved in activities proscribed by POCA.

## 12 Direct Marketing

12.1 We will not send any direct marketing communications where you have not chosen to opt-in to receive these.

12.2 By opting in, you consent to being contacted directly by My Auction Limited with reference to any offers and promotions with updates about your property and/or our services as well as details of any other relevant or related products and services.

12.3 We may share client data with third parties to perform services (including user profiling) on our behalf, however, please note this will not permit such third parties to market directly to you. We will otherwise not pass on any client data to any third parties without consent.

## 13 Advertising, Photography And The Website

13.1 You authorise us to advertise details of the Property (including, without limitation, the address of the Property, its photographs and plans) on our website, partner websites, magazines and newspapers and in any other such media as we deem in our sole discretion reasonable in order to successfully sell the Property. This may include advertising outside of the UK.

13.2 It is your responsibility to ensure that the Property is in a fit state to be photographed. For insurance purposes our photographers are not permitted to rearrange items within the Property. You must therefore please ensure that it is tidied and suitably arranged before we visit.

13.3	In the case when we utilise photography provided by you as well as, or instead of, our own photography it must be: (a) Owned by you or you have permission to use it and have the authority to authorise us to use it; (b) It must be of the Property; and (c) Representative of the Property's current condition.	18	<b>Unoccupied Property</b>	It is your responsibility to ensure that, where the Property is unoccupied, the Property is adequately secured, mains services are turned off, water and heating systems are professionally drained and suitable insurance cover is put in place. You will be responsible for all maintenance at the Property and we accept no liability or responsibility for it during the term of this agreement.
13.4	You may not upload any corporate or other logo, image or brand identifier to your Property description or include the same in any image you submit to us.	19	<b>Exclusion Of Liability</b>	Nothing in this agreement shall limit or exclude our liability for death or personal injury caused by our negligence (or the negligence of our employees or agents) or fraud or fraudulent misrepresentation.
13.5	You may not use enquiries gained through our website to generate interest or further enquiries by any means or method for properties not listed through us.	20	<b>Information And Confidentiality</b>	
13.6	We own the photographs that we take of your Property.	20.1	<b>Information About You</b>	
13.7	We shall list your Property for sale on our website. Third party websites which we use are subject to change and are not be controlled by us. We cannot guarantee a continued presence on these websites.	20.1.1		We may use the information which you provide, or which we obtain through our dealings with you, for the provision of our services and may give it on a confidential basis to our directors, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.
13.8	We regularly update our website and may change the content from time to time. Our website may not always be completely up to date, and we are not obligated to update it. We cannot guarantee it will be free of errors.	20.1.2		We are a registered data controller under the Data Protection Act 1998.
14	<b>VAT</b>	20.1.3		We may also use it for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.
15	<b>Insurance</b>	20.1.3		We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of this agreement you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please tick the box provided before returning this agreement.
16	<b>Compliance</b>	20.2	<b>Our Duty of Confidentiality</b>	
16.1	We agree to comply with the terms of the Consumer Protection from Unfair Trading Regulations 2008 ("CPRs") where that Act relates to our appointment as your selling agent.	20.2.1		We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save: (a) for the purpose of acting for you; or (b) for disclosures to our accountants, auditors or other advisers or for the purposes of our professional indemnity insurance; or (c) as otherwise required by law or other regulatory authority to which we are subject.
16.2	We are not aware of any personal interest existing between us or anyone in our employ or any connected person(s) and you, unless specifically stated elsewhere. If you are or become aware of such an interest, you should notify us immediately.	20.2.2		We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.
16.3	Under the CPRs it is a criminal offence for an agent to make inaccurate or misleading statements about your Property (written or verbal), including through the property description, adverts and other marketing, photographs and floor plans. This includes anything that might give the wrong impression about a Property and includes omitting facts.  To this end: (a) you are responsible for providing us with accurate information about the Property and must tell us immediately if there is any inaccuracy or misleading information in our property description, adverts or any other information that we provide to prospective purchaser and/or their representatives about the Property. We will ask you to verify certain information and require you to assist us to the best of your knowledge, having made reasonable enquiries where necessary; (b) you will be responsible for any additional costs incurred by us to ensure that the circulation of incomplete, inaccurate or misleading information is rectified and hereby indemnify us, our employees and agents in respect of any losses, damages, expenses or other such costs incurred or for which we may be held liable which arise from you providing us with incomplete, inaccurate or misleading information or any failure by you to provide us with the necessary information regarding the Property as and when you become aware of it; (c) you shall inform us immediately of any changes in the information that you provide in respect of the Property; and (d) we reserve the right not to publish any information that you provide.	20.2.3		We shall be under no duty to disclose to you (or take into account in the course of providing the services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.
16.4	All information on our website and provided to potential purchasers directly cannot be guaranteed and does not form part of any contract.	20.3	<b>Your Duty of Confidentiality</b>	
17	<b>Health And Safety</b>	20.3.1		Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.
17	You must notify and provide us with all relevant information relating to health and safety and that any documentation and/or measures are in place to manage any risks in respect of the Property and the building in which it is contained.	20.3.2		If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party, you will keep it confidential and not use it without our consent.
		20.4	<b>Intellectual property rights</b>	
		20.4.1		All Intellectual Property Rights in or arising out of or in connection with the services under this agreement we provide (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.
		20.4.2		We grant to you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to copy and modify any materials we provide to you (excluding materials provided by you) for the purpose of receiving and using the services we deliver under this agreement.
		20.4.3		You shall not sub-license, assign or otherwise transfer the rights granted in this clause 20.4.

20.4.4	You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of this agreement for the purpose of providing the services under this agreement to you.	22.2.1	Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.
20.5	Data protection		
20.5.1	Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20.5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 20.5, Applicable Laws means (for so long as and to the extent that they apply to My Auction Limited) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.	22.2.2	If the party claiming relief under this paragraph is prevented by Force Majeure from wholly or substantially performing its obligations under any agreement for a continuous period of more than 28 days the other party shall be entitled to terminate that agreement immediately by notice to the party claiming relief under this paragraph. Neither party shall be liable to the other because of such termination but you shall remain liable to pay all fees and expenses incurred or due before termination as provided in clause 8.10.
20.5.2	The parties acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor.	22.3	Severability  Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.
20.5.3	Without prejudice to the generality of clause 20.5, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of this contract.	22.4	Equal Treatment  Consistent with our internal policies and procedures, we will not discriminate in the way we provide our services under this agreement on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.
20.5.4	Without prejudice to the generality of clause 20.5, we shall, in relation to any personal data processed in connection with the performance by My Auction Limited of its obligations under this agreement:		
20.5.4.1	process that personal data only on your documented written instructions unless we are required by Applicable Laws to otherwise process that personal data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;	22.5	Assignment and Other Dealings
20.5.4.2	ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and;	22.5.1	My Auction Limited may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.
20.5.4.3	not transfer any personal data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:	22.5.2	You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without our consent.
20.5.4.3.1	you or My Auction Limited has provided appropriate safeguards in relation to the transfer;	22.6	Entire Agreement
20.5.4.3.2	the data subject has enforceable rights and effective legal remedies;	22.6.1	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.
20.5.4.3.3	My Auction Limited complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and	22.6.2	Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
20.5.4.3.4	My Auction Limited complies with reasonable instructions notified to it in advance by you with respect to the processing of the personal data.	22.7	Variation  Except as set out in this agreement, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
21	<p><a href="#">Privacy Policy</a></p> <p>A copy of our privacy policy can be found at <a href="http://www.my-auction.co.uk/privacy-policy">www.my-auction.co.uk/privacy-policy</a>.</p>	22.8	Waiver  A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
22	General		
22.1	Financial Services		
22.1.1	When we provide Services to you we are acting as your selling agent. We are not authorised by the Financial Services Authority under the Financial Services and Markets Act 2000.	22.9	Governing Law  This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
22.1.2	Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment. You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters you should seek advice from an appropriately qualified financial adviser.	22.10	Jurisdiction  Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
22.1.3	This company is not authorised by the Financial Services Authority.		
22.2	Force Majeure		

## 23 Liability

### 23.1 Duty of Care

23.1.1 We will use reasonable skill and care in the provision of the services under this agreement. Where we make an assessment for you or your Property, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

23.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

### 23.2 Third Parties

23.2.1 The services under this agreement are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon these services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

23.2.2 My Auction Limited will provide the services under this agreement with or without a third party and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any director, or any consultant to, or employee or agent of My Auction Limited or any service company owned or controlled by or on behalf of any of the directors and those directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

### 23.3 Communication

23.3.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

23.3.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any e-mail, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments.

23.3.3 We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

## 24 Energy Performance Certificates (EPC)

We can provide you with an EPC at your expense, otherwise you must have ordered an EPC prior to our marketing the Property and agree to provide us with a copy of the EPC as soon as it is received. We reserve the right to terminate this agreement with you if you do not provide us with a valid EPC within 21 days of us beginning to market the Property for sale.

## 25 Complaints

25.1 We aim to sell your Property without any troubles, but if you have any problems with our service, our complaints policy sets out how you can make a complaint. Please contact us at for a copy of our complaint's procedure. [www.my-auction.co.uk](http://www.my-auction.co.uk)

25.2 If you are dissatisfied with how we deal with a complaint, you are entitled to refer the matter to The Property Redress Scheme within six months for a review.

25.3 We are members of The Property Redress Scheme and abide by The Property Redress Scheme Code of Practice. Please note that The Property Redress Scheme will only review complaints made by consumers. You agree that we may disclose information relating to the sale of the Property to The Property Redress Scheme if they ask us for it.

## 26 Money Laundering Regulations 2017

In order to comply with Money Laundering Regulations 2017, we, My Auction Limited, will request personal data from all vendors. My Auction Limited will ask for documents to confirm your identity and address and, in the case of a purchase, will request evidence of funding and the source of any funds being used. My Auction Limited will also use some of the personal data to carry out electronic identity verification. This is not a credit check and the ID verification 'footprint' left on my credit file will not affect my credit score.

The data collected for the purposes of compliance with MLR2017 will be processed for the purpose of preventing money laundering and terrorist financing and will not be used for any other purpose without my express permission.

If I am using the services provided by one of My Auction Limited's business partners (e.g. finance, insurance provider, conveyancer) My Auction Limited may pass my details to them for the purposes of preventing money laundering and terrorist financing. Under Section 29 of the Data Protection Act 2018 'relevant authorities' such as the police, government departments and local authorities with regulatory powers are able to request access to personal data without the consent of the data subject for the purposes of prevention or detection of crime.

27. Cancellation Rights

My Auction Limited's services are subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2015. Under the aforementioned regulations, I will have the right to cancel this agreement within 14 days ("Cancellation Period") without giving any reason only if this agreement is made in my home or place of work in the presence of a representative of My Auction Limited, and if I am a consumer, The Cancellation Period will expire after 14 days from the date of this agreement. To exercise this right to cancel I must inform My Auction Limited of my decision to cancel the contract in writing. I may use My Auction Limited's cancellation form but it is not necessary to do so providing I transmit my decision in writing to My Auction Limited's current postal address or email address. I do not have to state a reason for cancelling our agreement under the terms of these regulations.

In the case of a "distance sale" by which there has never been face-to-face contact (and if I am a consumer), I have the right to cancel this agreement in the same way and within the same Cancellation Period.

If I have expressly requested that My Auction Limited start work immediately and marketing has commenced, in the event that I cancel within the Cooling Off Period, I will still be liable to pay My Auction Limited's fees in proportion to the service supplied or performed (in comparison with the whole agreement) which may mean payment of My Auction Limited's fees in full and any refund of fees will be in proportion to the service supplied or performed (in comparison with the whole agreement).

In order to enable My Auction Limited to commence marketing of the Property at the earliest opportunity, I/we hereby request that My Auction Limited begin work before the end of the Cooling Off Period as set out above. I/we acknowledge that in the event of cancellation before the end of the Cooling Off Period, I/we will not be entitled to a refund of any fees or disbursements charged.

I confirm my agreement for My Auction Limited to immediately commence services on my behalf.

Cancellation Form (if you are a consumer)

If cancelling within the terms of "The Consumer Contracts Information, Cancellation & Additional Charging Regulations 2015"

To My Auction Limited:

I am/We are writing to you by means of the following (please tick box):

Writing to: My Auction Limited Cancellation, 19 Berkeley Street, London W1J 8ED

Email to: info@my-auction.co.uk (Subject: Cancellations)

I/We hereby give notice that I/We cancel my/our contract whose details are as follows:

Property Address

  
  
  

Name(s)

Address

  
  
  

Date Contract Signed

Date this cancellation form was sent

Reason(s) for Cancellation (optional)