

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Proxy

Telephone

Full Name (s):

Name of Company (if applicable):

Of (address):

Postcode:

Tel:

Mobile:

Email:

I hereby authorise Auction House to bid on my behalf for the property detailed below.

I confirm that I have read and understood all the Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No.:

Date of Auction:

Property Address:

My maximum bid will be:

£

(amount in words):

DEPOSIT (tick as applicable)

For A Proxy Bid - I attach a deposit cheque/bank transfer for 10% of my proxy bid or £5,000, whichever is the greater, plus an Administration Charge of 0.6% inc. VAT of the purchase price subject to a minimum of £600.00 including VAT (unless the Lot page states otherwise) plus Buyers Premium if applicable. Cheques made payable to Auction House West Yorkshire Ltd.

OR

For A Telephone Bid - I attach a blank cheque/bank transfer to be completed by the Auctioneer if my bid is successful. The cheque will be made out for 10% of my telephone bid or £5,000, whichever is the greater, plus an Administration Charge of 0.6% inc. VAT of the purchase price subject to a minimum of £600.00 including VAT (unless the Lot page states otherwise) plus Buyers Premium if applicable. Cheques made payable to Auction House West Yorkshire Ltd.

I hereby authorise Auction House to undertake Proof of Identification checks using the information provided.

Date of Birth

Period living at current address

NI Number

Passport Number

Driving Licence Number

Previous address if less than

6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel:

Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale/Reservation Form on my behalf. I understand that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale if the property is sold by the Traditional Auction Method.

I enclose original photo identification or certified copy of the same (passport, driving licence) and a utility bill not more than 3 months old.

Signed:

Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

PLEASE ALSO SIGN THE REVERSE OF THIS FORM

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property, do so on the following terms and conditions:

- 1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque, bank transfer or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT.
- 2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Smart Search for the purpose of verifying your identity. To do so Smart Search may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
- 3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, 1 Feast Field, Horsforth, Leeds LS18 4TJ to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
- 4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
- 5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
- 6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
- 7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
- 8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
- 9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% inc VAT of the purchase price, subject to a minimum of £600.00 including VAT should be added to the deposit cheque or a separate cheque should be made payable to Auction House (West Yorkshire) Ltd.
- 10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- 11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
- 12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
- 13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
- 14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- 15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: Date:

Please sign this page and ensure the form overleaf is completed