



SMITH AND SONS

TERMS AND CONDITIONS TO PROXY OR TELEPHONE BIDDERS

1. A Prospective Purchaser wishing to make a proxy or telephone bid should complete and sign the form showing the maximum price which the Prospective Purchaser authorises the Auctioneer to bid for a particular lot.
2. For a proxy bid the maximum price to which the Auctioneer is authorised must be an exact figure but the Auctioneer reserves the right not to bid on behalf of the Prospective Purchaser should there be an error or doubt in respect of these instructions or the accompanying deposit. A separate form is required for each lot for which a Prospective Purchaser requires the Auctioneer to bid. The completed form or forms must be delivered to Smith and Sons, 51/52 Hamilton Square, Birkenhead, Wirral CH41 5BN not less than 24 hours before the commencement of the auction. The Auctioneer reserves the right to refuse any proxy bid received after this time. The commencement time for the auction is shown on the front page of the catalogue.
3. The Prospective Purchaser should send with this form a valid cheque or banker's draft drawn on a United Kingdom Bank representing 10% of the maximum price to which the Prospective Purchaser wishes the Auctioneer to bid subject to a minimum deposit of £2,000 and made payable to Smith and Sons. The cheque should also include £200 representing the Buyer's Fee.
4. The Prospective Purchaser appoints the Auctioneer as Agent and authorises the Auctioneer to bid for the relevant lot on behalf of the Prospective Purchaser in such a manner that the Auctioneer sees fit at his absolute discretion.
5. The Prospective Purchaser shall be considered to have inspected the Auction Catalogue for the relevant lot and to have inspected the General and Special Conditions of Sale and notices to Prospective Purchasers and also any addendum relating to the lot and to have full knowledge thereof and authorises the Auctioneer or any duly appointed employee of Smith and Sons as the Prospective Purchaser's Agent to sign the Memorandum of Contract incorporating all such matters at or after the auction.
6. The Prospective Purchaser may in writing only at any time up to the commencement of the auction in which the particular lot is sold withdraw the Auctioneer's authority to bid. It is the Prospective Purchaser's responsibility to ensure that the Auctioneer receives such instructions and he should check that such instructions have been received.
7. The amount of the Prospective Purchaser's bid will not be disclosed to the vendor or any other person during or after the sale without consent of the Prospective Purchaser except where the bid is successful.
8. The Auctioneer reserves the right to bid himself or through an Agent up to the reserve price for the particular lot.
9. Should the Prospective Purchaser wish to bid at the auction in person or through an Agent such intention must be conveyed in writing to the Auctioneer in person prior to the lot being offered for sale. In this case the Auctioneer will not make any bid on behalf of the Prospective Purchaser.
10. Smith and Sons make no charge to the Prospective Purchaser for this service and will not accept any liability whatsoever for any bid not being made on behalf of the Prospective Purchaser whether through lack of clarity of instructions or for any reason whatsoever. The Prospective Purchaser will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. If the lot has not been purchased the Prospective Purchaser will be notified and the deposit returned as soon as reasonably possible.
11. Faxed copies of this form will be accepted by the Auctioneers Smith and Sons provided the original is deposited at Smith and Sons office as detailed in this catalogue for a particular lot. Deposit cheques may be left at Smith and Sons office by prior arrangement only and at the Prospective Purchaser's risk.
12. Prospective Purchasers are advised in respect of telephone bids that should they become disconnected during bidding or are unobtainable Smith and Sons will not be held responsible or liable for any loss suffered in respect thereof.
13. Proxy or telephone bidders are advised to contact the Auction Department of Smith and Sons, Tel: 0151 647 9272, between 9.00 a.m. and 11.00 a.m. on the date of the auction to ensure there are no amendments to the particulars of sale or conditions relating to the relevant lot, the auction as a whole or any other matters relating to it. The Prospective Purchaser will be deemed to have knowledge of such amendments and to buy subject to them in any event. If the Prospective Purchaser does not telephone and such amendments have been made, the Auctioneer may in his absolute discretion decide not to bid for the relevant lot on the Prospective Purchaser's behalf and the Auctioneer will not be responsible for any loss, cost or damages incurred by the Prospective Purchaser as a result thereof.