

# Non-Attending Bid or Telephone Bid



I hereby authorise Smith and Sons to bid on my behalf by proxy  telephone   
(please tick relevant box) for the property detailed below.

## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name:

Name of Company (if applicable):

Address:

Postcode:

Tel:  Mobile:

Email:

I confirm that I have read and understood the General Conditions of Sale and the Conditions for Bidding by Proxy or Telephone.

## PROPERTY AND BID DETAILS

Lot No:  Property Address:

My maximum bid (proxy bids only) will be: £

(amount in words):

## DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £2000, whichever is the greater,  
plus a buyers fee of £400.00 + VAT

OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful,  
within which they will include the buyers fee of £400.00 + VAT

My cheque of £  is made payable to SMITH AND SONS  
(amount if applicable)

## 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 on my behalf and recognise 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.

SIGNED:  DATE:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

*continued overleaf*

# Terms and Conditions for Telephone Bids & 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, cheque or debit card payment for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £2,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form must be sent to Smith and Sons, 51/52 Hamilton Square, Birkenhead, Wirral CH41 5BN marked Proxy Bid. This should arrive before 5pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Smith and Sons and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque 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.
4. 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.
5. In the case of a written bid, Smith and Sons staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Smith and Sons reserve the right not to bid.
6. Smith and Sons reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, 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.
7. In the event that the written or telephone bid is successful, the Auctioneer or a member of Smith and Sons will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
8. 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 £2,000) and the Buyer's Fee of £400 plus VAT. The balance of the deposit (if any) will be held by the vendor's solicitor pending completion.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. 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 Smith and Sons 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.
11. 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.
12. The authority can only be withdrawn by notification in writing delivered to Smith and Sons 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.
13. 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 Smith and Sons staff as empowered under the written authority. Smith and Sons will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
14. Prospective purchasers are advised in respect of telephone bids 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.

I hereby confirm that I have read and understood the above terms and conditions.

**SIGNED:**

**DATE:**

PLEASE SIGN THIS PAGE AND ENSURE THE FORM OVERLEAF IS COMPLETED