

# TERMS AND CONDITIONS FOR PROXY OR TELEPHONE BIDDERS



The following terms and conditions apply to all intended buyers who wish bids to be made by proxy or by telephone

- 1 A prospective buyer should fill in the appropriate telephone bidding form or proxy bidding form in the catalogue and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.
- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All completed proxy and telephone bidding forms must be delivered to the auctioneer with certified copies of all relevant buyers/bidders identification prior to the start of the auction at which the property the subject of the bid is to be sold.  
A deposit of 10% of the maximum bid or £5,000 whichever is the greater, must be enclosed with the proxy or telephone bidding form. If paying by cheque, cheques should be made payable to Auction House London. There is a £30 (inc VAT) cheque handling fee. Receipt of funds must be the day prior to the auction.  
Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £900 (inc VAT) upon exchange of contracts for each property purchased (cheques made payable to Auction House London). In some cases, this figure maybe higher and if so will be stated in the addendum.  
A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting telephone/proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 Successful bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale. Unsuccessful bidders deposits will be returned.
- 12 Should the property be knocked down to the telephone/proxy bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, only the deposit required will be used and any excess returned to the bidder.
- 13 Telephone/proxy bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale and the Important Notice for Prospective Buyers in the catalogue.
- 14 Telephone/proxy bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 15 The telephone/proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Auction House London as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 Proxy or telephone bidding forms should be sent to Mr Andrew Binstock, 5 Hampstead Gate, 1a Frognal, Hampstead, London NW3 6AL

# PROXY BIDDING FORM



Date of Auction ..... Lot Number .....

**I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions attached hereto and I understand that should my bid be successful the offer will be binding upon me.**

Address of Lot .....

Maximum bid ..... (words) .....

I have made a bank transfer of ..... to include my 10% deposit of maximum bid (£5,000 minimum) plus my buyers administration charge of £900 (inc VAT) (or as otherwise stated in the addendum) to Auction House London (sort code 09-01-27 account number 86389224)

I enclose a blank cheque or cheque for 10% of my maximum bid plus my buyers administration charge of £900 (inc VAT) (or as otherwise stated in the addendum) plus my cheque handling fee of £30 (Inc. VAT).

If the deposit has been wired by bank transfer please provide the sort code and account number from where the money has been sent:

Sort Code ..... Account Number .....

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £900 (inc VAT) (or as otherwise stated in the addendum) upon exchange of contracts to Auction House London, the auctioneers.

## Purchaser Details

Full name(s) .....

Company .....

Address ..... Postcode .....

Email .....

Business telephone ..... Home telephone .....

## Solicitors Details

Solicitors .....

Address ..... Postcode .....

For the attention of .....

Telephone ..... Email .....

**I have read the Common Auction Conditions, Extra Conditions and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments or addendum notes which may be read out by the auctioneer on the auction day. I authorise the auctioneer to sign the Memorandum of Sale on my behalf and I recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.**

Signed by prospective purchaser ..... Date .....  
or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

Date of signing .....

**Once you have completed this form please send, along with photographic certified ID and proof of address, to: Auction House London, 5 Hampstead Gate, 1a Frognal, Hampstead, London NW3 6AL. By submitting this form, you authorise Auction House London to undertake any further proof of identification and anti money laundering checks that may be required.**