



## PROXY/TELEPHONE BIDDING FORM

Auction Date \_\_\_\_\_

Lot Number and Address \_\_\_\_\_

Telephone bid  Proxy bid  (tick as appropriate)

Maximum Bid(proxy bids only) £ \_\_\_\_\_ (Words) \_\_\_\_\_

\_\_\_\_\_ Exclusive of VAT if applicable

Deposit Cheque. (Plus buyers Admin fee) see overleaf £ \_\_\_\_\_ (Payable to Hair & Son Auctions Ltd)

Name & Address of the Prospective Purchaser \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Numbers \_\_\_\_\_

\_\_\_\_\_

Solicitors \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Person Acting \_\_\_\_\_

Telephone Number \_\_\_\_\_

I/We authorise Hair & Son Auctions Ltd to bid on my/our behalf by proxy or telephone for the property detailed below. I confirm that I have read and understand the particulars, general conditions of sale, special conditions of sale for this property and the terms of Telephone/Proxy Bidding.

If a successful bid is made on my/our behalf the Auctioneer is further authorised to sign the Memorandum of Sale on my behalf and I recognise that upon a successful bid being made I will then be fully bound by all of the terms of the contract and will be contracted you complete the purchase within the time scale specified in the contract.

If the person signing is not the bidder the signatory warrants that authority has been given by the bidder.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Status \_\_\_\_\_

### IMPORTANT NOTICE

This is a binding authority to bid on your behalf, if you are the successful bidder as a result of this authority you will be bound by contract to purchase within the time scale set out in the contract..

We recommend that before completing this form you take professional advise in respect of the property in question, and all of the conditions of sale.

Your attention is drawn to the notes on the reverse of this form.

## TELEPHONE/PROXY BIDDING

We strongly recommend that you attend the Auction to bid rather than bidding by way of proxy or telephone. If you are unable to bid, we are able to bid on your behalf, subject to the following terms and conditions and the completion of the form printed on the reverse.

The form must be fully completed, signed and dated by the prospective buyer and delivered to our offices at 200 London Road, Southend on Sea, Essex, SS1 1PJ. not less than 24 hours prior to the start of the Auction.

A separate form must be completed for each lot involved.

Each form must be accompanied by a deposit cheque of 10% of the maximum bid for proxy bids or 10% of the guide price of the property for a telephone bid subject to a minimum deposit of £2,000.

The Buyer will pay to the Auctioneers a **Buyers Administration Fee** of £300 + VAT (£360) up to and inclusive of a purchase price of £15,000 and £450 + VAT (£540) above that price. If for any reason this is not paid on exchange of contracts it will be payable to the seller's solicitors on completion in addition to the purchase price.

The deposit shall be paid by a valid building society cheque, Solicitors client's account cheque or bankers draft.

In the event that the property is purchased at a figure less than the maximum bid or the guide price as appropriate, the payment will be used in full as a deposit. If with a telephone bid the eventual purchase price is higher than the guide price, then the buyer is to make the deposit up to the required figure and the prospective buyer undertakes to provide this within 48 hours of the auction. In the event that the buyer is unsuccessful, then the full amount of the deposit will be refunded promptly.

In the event of a proxy bid, the Auctioneer or his staff will compete in the bidding up to the maximum of the authorised proxy bid. If successful, the bidder will be informed as soon as practicable.

Where two equal bids made by two separate bidders, the first bid received will take preference.

In the case of telephone bids, a member of the Auctioneer's staff will attempt to contact the bidder by telephone just prior to the relevant lot being offered for sale. The bidder will compete in the bidding through the Auctioneer's staff or the bidder's agent. The Auctioneer accepts no responsibility for any breakdown in the telephone link. The Auctioneer reserves the right not to bid on behalf of telephone/written bidders and accepts no liability for any doubt, omission, uncertainty or confusion.

The Auctioneer is authorised to sign a Memorandum of Agreement in the back of the catalogue on behalf of the successful bidder.

The amount of any proxy or telephone bid will not be disclosed to the seller or any other party except senior members of the auctioneer's staff.

This bidding authority can only be withdrawn by written notification delivered to the Auctioneer's office before 1.00 p.m. on the day of the sale. The prospective purchaser must also endeavour to speak to the Auctioneer to ensure that the Notice of Withdrawal has been received.

The Auctioneers will do their utmost to ensure compliance with the instructions of the bidder but accept no liability whatsoever for any bid not being made on behalf of the bidder whether through lack of clarity, instruction or for any other reason.