

# AUTHORITY FORM FOR TELEPHONE OR PROXY BIDDING

Whereas most auction Lots are sold to buyers attending in person, it is possible, in exceptional circumstances, for prospective purchasers to bid by telephone or proxy. In the case of either a telephone or proxy bid, the bidder authorises Andrews & Robertson to bid on their behalf up to a pre-set limit.



Please select either:

Telephone:

Proxy:

Lot Number:

Lot Address:

Maximum Bid £:

(in words):

I attach a bankers draft or solicitors client account cheque for 10% of my maximum bid (minimum £1,000) plus £400.00 (inclusive of VAT) buyers administration fee. I also enclose a copy of proof of identity and occupancy documents (see catalogue for acceptable documents).

## BIDDERS DETAILS – PLEASE PRINT

Name:

Post Code:

Contact Numbers: 1st:

2nd:

I hereby instruct and authorise Andrews & Robertson to bid on my behalf in accordance with the terms and conditions printed on the reverse of this page. I understand that in the event of my bid being successful, then a binding contract will exist and the Auctioneers are empowered to sign the memorandum on my behalf.

Signature of bidder:

Date:

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## CONTRACT DETAILS

Purchaser:

Solicitor:

Address:

Contact:

Address:

Telephone:

Telephone:

Please note there should not be any alteration to the form. Any mistakes which have been corrected must be signed in full in the margins.

# TELEPHONE/PROXY BIDDING TERMS AND CONDITIONS

1. The bidder shall be deemed to have read the "Notice to Bidders", the particulars of the relevant Lot in the catalogue and the general and special conditions of sale. The bidder shall be deemed to have made enquiries and to have taken all necessary professional and legal advice. The bidder accepts responsibility to obtain knowledge of any announcements to be made from the rostrum on the auction day of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day of the auction one hour before the commencement of the auction.
2. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft or Solicitors client account cheque, for 10% of the maximum amount of the bid for each Lot, together with the administration fee of £400.00 (inclusive of VAT).
3. The form, together with the deposit cheque and copies of identification documents must be sent or delivered to the Auctioneers 48 hours prior to the auction. It is the bidder's responsibility to check that the form is received by Andrews & Robertson.
4. In the case of telephone bids, at about the time that the Lot comes up for auction, attempts will be made to contact the bidder by telephone. If successful, the bidder may then compete in the bidding up to the maximum of the amount authorised in the completed authority form. We are restricted as to the number of telephone bidders we can process on any one Lot, and therefore, telephone bidders will be accommodated on a first come, first served basis.
5. In the event of a telephone link/service not being established, or should they become disconnected, Andrews & Robertson will not be liable for any loss or claims in this respect.
6. In the case of proxy bids, Andrews & Robertson staff will compete in the bidding, up to a maximum of the authorisation.
7. The authority can only be altered/withdrawn by notification in writing, delivered to Andrews & Robertson at their offices before 6pm on the day prior to the auction sale, or by delivery into the hands of the Auctioneer in the auction room, no later than half an hour before the start of that day's auction.
8. If the bidder, or an agent, actually bids at an auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Andrews & Robertson staff, as empowered under the telephone/proxy authority. Andrews & Robertson would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
9. Andrews & Robertson reserve the right not to bid in the event of any error, doubt, omission or 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.
10. In the event that the proxy/telephone bid is successful, the Auctioneer, or any other duly authorised employee of Andrews & Robertson will sign the Memorandum of the Contract as the bidder's agent, (a Contract having been made at the fall of the hammer).
11. The amount of the prospective purchaser's bid will not be disclosed to the Vendor or any other person without the consent of the prospective purchaser.
12. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit and administration fee, and the balance (if any) will be returned promptly to the bidder.
13. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.

I confirm that I have read and understood the above terms

Signed:

Date: