



Proxy & Telephone Bidding

Wherever possible we would always advise any prospective buyer to attend the auction to bid. However, when this is not possible, the prospective buyer may be able to bid for a property subject to completion of the relevant proxy/ telephone bidding forms.

1. A proxy bidder is where a buyer cannot attend an auction in person and appoints a third party, whether that be the auctioneer, a friend or relative to bid for the relevant lot on behalf of the buyer. As legally it is the bidder that exchanges contracts in the purchase at 'the fall of the hammer' it is important that the buyer and bidder have their respective positions protected by the signing of a proxy bidder form.
2. We therefore advise that you read our terms and conditions for proxy and telephone bidding and ensure you comply with these requirements.
3. Where third parties are to act on your behalf we would advise it to be prudent for you to fill out the proxy bidding form (and Memorandum form as best you can) and your bidder should present the form and memorandum at the legal desk if they are successful on your behalf in bidding for the property. Information relating to the seller etc will be added to the memorandum at signing.
4. Whether you would like a third party or a representative of Astleys to act on your behalf in bidding by proxy or by telephone on your behalf please note:
 - Proxy and telephone bidders shall be considered to have inspected the property, seen all conditions of sale and notices relating to the lot and have full knowledge of changes even where late alterations are made that remote bidders cannot possibly have seen.
 - Proxy and telephone bidders should provide a cheque for the deposit made out to us as agents. Together with the proxy bidding form and cheque should also be evidence of proof of funds which could form a banker's reference or copy of a statement or investment account.
 - Proxy and telephone bidders will also need to provide a cheque made out to Astleys in the sum of £300 INC VAT representing the buyer's premium.
5. When Astleys are requested to bid by proxy or by telephone please note that:
 - Proxy and telephone bidders may, in writing only, at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the auctioneer's authority to bid. It is the prospective buyer's responsibility to ensure that the auctioneer personally receives such instructions and you should check and ensure that such instructions have been received.
 - Unless the relevant lot is sold to the prospective proxy/telephone bidder, the amount of the prospective buyers bid will not be disclosed to the seller or any other person before, during or after the sale without the consent of the proxy/telephone buyer.
 - It should be noted that the auctioneer reserves the right to bid for the seller up to the reserve price for a particular lot.
 - The auctioneer will not accept liability whatsoever for any bid not being made on behalf of a prospective buyer whether it is through a lack of clarity of instructions or for any other reason whatsoever.
 - Telephone bidders will be contacted half an hour before the auction's commencement to ensure a good signal is received and prospective purchasers will need to be available by that telephone up to an hour after the time that the auction is advertised to commence. It is the buyer's responsibility to ensure that they are located in a place where a sufficiently strong clear signal will be available at the time of the auction when mobile phones are being used.

Please print the form which should be returned with cheques and reference within 48 hrs of the auction.

AUCTION TELEPHONE/ PROXY BIDDING REGISTRATION FORM

DECLARATION

I/we hereby instruct Astley Samuel Leeder Ltd T/A Astleys to bid on my/our behalf in accordance with the below terms and conditions and I/we acknowledge that should my/our bid be successful then that bid and offer will be binding upon me/us. I/we confirm that Astleys may take my proxy or telephone bid when the relevant property is being offered at the auction and I/we acknowledge that such bidding may be recorded in order to avoid any disputes or uncertainties.

PLEASE FILL IN SECTIONS BELOW:

BIDDING TYPE	TELEPHONE <input type="checkbox"/> PROXY <input type="checkbox"/>	BIDDER'S NAME <i>(INCLUDING AGENT'S DETAILS IF APPLICABLE)</i>	
PROPERTY ADDRESS/ LOT NUMBER		BIDDER'S CONTACT DETAILS	ADDRESS: TEL: EMAIL:
MAXIMUM BID AMOUNT <i>(PROXY BID ONLY)</i>	£ ()	DEPOSIT PAID/ CHEQUE ENCLOSED	£
BUYER'S FULL NAME		LEGAL PACK	The Buyer MUST have read and understood the Legal Pack and signed the <i>Memorandum of Agreement</i> enclosed below.
BUYER'S ADDRESS		CHECKLIST	<ul style="list-style-type: none"> • Completed/ Signed Bidding Form <input type="checkbox"/> • Signed Memorandum of Agreement <input type="checkbox"/> • Deposit Cheque/ Payment <input type="checkbox"/> • Buyer's Registration Fee (£300.00) <input type="checkbox"/> • Copy of Proof of Funds <input type="checkbox"/> • Identification (Buyer & Bidder) <input type="checkbox"/> • Completed Bidding Form <input type="checkbox"/>
BUYER'S CONTACT DETAILS	TEL: EMAIL:		
BUYER'S SOLICITOR DETAILS	COMPANY: ADDRESS: TEL: EMAIL: CONTACT:		
BUYER'S SIGNATURE			
NAME: _____		SIGNED: _____	
DATE: _____			

TERMS & CONDITIONS FOR TELEPHONE/PROXY BIDDING

Anyone not able to attend the auction to make their own bids may utilise the facilities available on the following terms and conditions:

1. The Buyer must complete this Bidding Form together with a separate Memorandum of Agreement (available on the auction catalogue) for each lot involved. The Bidding Form must be signed on behalf of the bidder and (if different) the Buyer. The Buyer must provide a deposit cheque made out to Astleys or an instruction to its bank to transfer the deposit to the bank account of the Auctioneers, to the Auctioneer's bank for the greater of 10% of the maximum amount you intend to bid for the lot or £2,000.
2. The completed bidding form, signed memorandum of agreement, deposit cheque, copy proof of funds, buyers premium/registration fee of £300 inc.vat. and proof of identity and residence must be sent to, or delivered to, **SEAN THOMAS, RAGLAN HOUSE, CHARTER COURT, PHOENIX WAY, ENTERPRISE ZONE, SWANSEA, SA7 9DD** to arrive before 5pm two days prior to the auction. It is the Buyer's responsibility to check that these documents have been received by Astleys which should be done by telephoning the office on **01792 479 850**.
3. If any changes are required to the Bidding Form, the Auctioneer should be notified of this in writing (but not by email). Changes to the Bidding Form can only be made prior to the Auction if the Auctioneer agrees to them.
4. If there is any error or confusion in either the Bidding Form or the accompanying documentation, the Auctioneer reserves the right not to accept the bid. The Auctioneer's decision as to what constitutes error or confusion is final.
5. Both Buyer and Bidder shall be deemed to have read the particulars of the relevant lot in the auction catalogue; the Common, Extra and Special Conditions of Sale, the legal dossier and any addendum to any of these which are available on-line or via the Auctioneer's offices. The Buyer shall be deemed to have taken all necessary professional and legal advice and to have made appropriate enquiries, searches, surveys and inspections in respect of any relevant lot and have knowledge of any announcements to be made from the rostrum of any amendment or addendum relating to the relevant lot.
6. PROXY BIDDING:
 - (a) The Auctioneers will bid on behalf of the Buyer up to the amount stated by the Buyer on the Bidding Form which must be an **exact figure only**.
 - (b) The Buyer may, in writing only, withdraw their proxy bid at any time up to the commencement of the Auction. It is the Buyer's responsibility to ensure the Auctioneer receives such instructions.
7. TELEPHONE BIDDING:
 - (a) When the lot comes up for Auction, Astleys will attempt to telephone the Buyer/ Bidder using the telephone number provided by the Buyer on the Bidding Form.
 - (b) If a successful telephone connection is made between the bidder and Astleys, the bidder may then compete in the bidding and Astleys will relay the bidder's bid to the Auctioneer on their behalf.
 - (c) If a successful telephone connection is not made between the bidder and Astleys before or during the sale of the relevant lot, or if a successful telephone connection is made, but it is subsequently cut or interrupted, Astleys will not bid on behalf of the bidder.
8. Astleys reserve the right not to bid on behalf of proxy and telephone bidders in the event of any error, doubt, omission, uncertainty as to any bid, or for any reason whatsoever, and in the case of telephone and proxy bidding, give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any lot.
9. In the event that the bidder is successful the Auctioneer will sign the Memorandum of Agreement on behalf of the seller (a binding contract between the bidder and the seller is formed on the fall of the hammer) and forward the vendor's signed part of the contract to the purchaser's solicitor. The bidder will be bound by the Extra Conditions of Sale, the Special Conditions of Sale and the Common Auction Conditions (as set out in the Auction catalogue). The details appearing on the bidding form will be entered into the Memorandum of Agreement. Changes to these details may not be made without the Seller's prior consent for which the Seller might make a charge.
10. In the event that any lot is knocked down to the bidder details of the amount of the deposit monies will be inserted in the Memorandum of Agreement. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10%, any excess will not be returned and will form an increased deposit and will be held in accordance with the Extra Conditions of Sale or any variations of them contained in the Special Conditions of Sale. Where the cheque does

not meet the required 10%, a further cheque may be required from the successful bidder after the auction and before completion.

11. The deposit shall be paid to the Auctioneers either by cheque or banker's draft drawn on an account of the bidder at a UK clearing bank or as specified in Clause 1 above. The Auctioneers may re-offer the lot for auction if the deposit is not paid or transferred in the prescribed manner.
12. In the event that the bidder is unsuccessful at the auction, the deposit cheque or banker's draft shall be destroyed by the auctioneers or returned if specifically requested by the bidder. Astleys shall not be obliged to account to the bidder for any interest accruing on any deposit.
13. All Buyers are subject to a Buyer's Premium/ Registration Fee of **£300 INC VAT (£250 EX VAT)** to be provided by a separate cheque made payable to Astleys and sent with the other bidding documentation.

MEMORANDUM OF AGREEMENT
Incorporating the Common Auction Conditions
Third Edition August 2009

Date :
Seller :
Buyer :
Tenure :
Title Number :
Specified Incumbrances :
Title Guarantee (Full/ Limited) :
Completion Date :
Contract Rate :
Purchase Price : £ _____
Deposit : £ _____
Contents Price (if separate) : £ _____
Balance : £ _____

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

<p style="text-align: center;">WARNING</p> <p>This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.</p>	<p>Signed</p> <p style="text-align: right;">Seller / Buyer</p>
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