

proxy bidding terms and conditions

- 1.** The bidder must complete a separate authority form for each Lot involved. They must also provide a bankers draft, solicitor's client's account cheque or personal cheque for either 10% of the maximum amount of the bid for each Lot if making a proxy/letter bids or left blank, to be completed by the auctioneer in the case of telephone bids. Please note the minimum deposit for any bid is £2,000 PER LOT.
- 2.** In order to comply with Money Laundering regulations we will require proof of identity in the form of either a certified copy or original of the bidders driving licence or passport together with proof of residence by way of a signed utility bill or building society/bank statement.
- 3.** The form must be sent to, or delivered to: Written & Telephone Bids, Goldings Auctions, 9 St Helens Street, Ipswich, IP4 1HE to 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 Goldings Auctions and this can be done by telephoning the office.
- 4.** 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 buyers premium or accordance with the General or Special Conditions of Sale relating to the lot.
- 5.** 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.
- 6.** In the case of a written bid, Goldings Auctions staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Goldings Auctions reserve the right not to bid.
- 7.** Goldings Auctions 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.
- 8.** In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
- 9.** 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). An Administration charge of £720.00 including VAT should be added to the deposit cheque or a separate cheque should be made payable to Goldings Auctions.
- 10.** In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- 11.** 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 Auction House 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.
- 12.** 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.
- 13.** The authority can only be withdrawn by notification in writing delivered to Goldings Auctions at their office the day before the start of the auction that the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room one 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.
- 14.** 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 Goldings Auctions staff as empowered under the written authority. Goldings Auctions will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- 15.** Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Goldings Auctions 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 to bid by proxy.

signed

date

Please sign this page and ensure the form overleaf is also signed and completed.

authorisation for bidding
by telephone or letter/proxy

bidder details

name: _____

company: _____

(if applic.) _____

address: _____

post code: _____

tel: _____

mobile: _____

email: _____

my solicitors are: _____

address: _____

post code: _____

tel: _____

person acting is: _____

property details

lot number: _____

property address: _____

please tick **one** box to bid either
by letter/proxy or telephone ...

bid by letter/proxy

my maximum bid is: £

amount in words _____

I attach a cheque for 10% of my proxy bid or £2000, whichever is the greater, plus £720 including VAT Administration Charge.

bid by telephone

I attach a blank cheque to be completed by the Auctioneer if my bid is successful. This will be for 10% of the agreed purchase price or £2000, whichever is the greater, plus £720 including VAT Administration Charge.

I hereby authorise Goldings Auctions to bid on my behalf by proxy/letter or telephone (delete as applicable) for the property as detailed above. I confirm that I have read and understood the **general conditions of sale** and signed the **proxy bidding terms and conditions** set out overleaf. If my bid is successful, I authorise the Auctioneer to sign the **memorandum** 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

bidders check list

certified ID

signed **bidding form**

signed **proxy bidding terms and conditions**

deposit cheque

Please mark the envelope either telephone or proxy and send to:
goldings AUCTIONS 9 St Helens Street Ipswich IP4 1HE