

# Proxy/Telephone Bidding Facility



**We always strongly advise you to attend the Auction Sale. When this is not possible you may make a telephone or proxy bid authorising the Auctioneer to bid on your behalf up to a pre-set limit.**

**Please complete and return the form below to the Auctioneer's office not less than 24 hours prior to the Auction together with a cheque for 10% deposit.**

## Proxy / Telephone 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 below and I understand that should my bid be successful the offer will be binding upon me. If required, you will bid on my behalf taking my instruction in this respect on the telephone when the relevant lot is being sold at the auction. I authorise you to record such bidding and instructions in order to avoid any doubts or disputes.

Property Address

Maximum Bid Price £

Words

(for telephone bids the Maximum Bid Price may be left blank)

Cheque for 10% deposit £

(Minimum deposit £2,000 for bids below £20,000)

Enclosed herewith made payable to Symonds and Sampson LLP.

**I enclose a separate cheque for £300 including VAT payable to Symonds & Sampson LLP in respect of the Buyers Fee.**

## Proxy Bidding – Buyer's Details

Full Name(s)

Company

Address

Business/Home Tel.

Mobile Tel.

Buyer's Solicitor's Details

Company

Address

Tel

Fax

DX No.

Signature of Prospective Buyer

Date of Signing

## Telephone Bidding – Buyer's Details

Full Name(s)

Company

Address

Telephone (1)

(2)

Buyer's Solicitor's Details

Company

Address

Tel

Fax

DX No.

Signature of Prospective Buyer

Date of Signing

## Terms and Conditions for Proxy or Telephone Bidders

**1.** A prospective purchaser should complete and sign this proxy form. In particular the prospective purchaser should complete the form showing the maximum price which the prospective purchaser authorises the auctioneer to bid for a particular property.

**2.** A separate form must be completed for each lot for which a prospective Buyer wishes the auctioneer to bid.

**3.** The maximum price to which the auctioneer is authorised to bid must be an exact figure. The auctioneer reserves the right not to bid on behalf of a prospective Buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.

**4.** The completed form or forms must be delivered to Symonds & Sampson LLP, Agriculture House, Market Place, Sturminster Newton, Dorset. DT10 1AR by hand or post so that it is received not less than 24 hours prior to the time of the commencement of the auction at which the particular property is to be sold. It is your responsibility to ensure the form has been received.

**5.** No alteration to any proxy or telephone bidding form will be accepted after the auctioneer receives it.

**6.** The prospective Buyer should send with the proxy form a valid cheque or banker's draft drawn on a United Kingdom branch and payable to Symonds & Sampson LLP representing 10% (minimum £2,000) of the maximum price to which the prospective Buyer wishes to bid. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price.

**7.** The prospective Buyer appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the prospective Buyer in such manner as the auctioneer thinks fit in his absolute discretion.

**8.** The prospective Buyer shall be considered to have inspected the auction catalogue and the general and separate special conditions of sale and notices to prospective Buyers for the relevant lot and to have full knowledge thereof and authorises the auctioneer or any duly authorised partner or employee of Symonds & Sampson LLP as the prospective purchasers agents to sign the memorandum of contract incorporating all such matter at or after the auction.

**9.** In the case of a telephone bid, the prospective Buyer should provide a signed blank cheque which the auctioneer will complete on behalf of the prospective Buyer (for 10% of the purchase price

– minimum deposit £2,000) if the prospective Buyer is successful in purchasing the relevant property.

**10.** The prospective purchaser 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 purchaser's responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.

**11.** The amount of the prospective purchasers bid will not be disclosed to the vendor or any other person either during or after the sale without the consent of the prospective buyer.

**12.** The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.

**13.** Prospective Buyers are advised to telephone Symonds & Sampson LLP on the day of the auction to ensure that there are no amendments to the particulars or sale or conditions relating to the relevant lot or other matters relating to it. The prospective Buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective Buyer does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective Buyer's behalf and the auctioneer will not be responsible for any loss, costs or damages incurred by the prospective Buyer as a result thereof.

**14.** Should the prospective Buyer wish to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In this case the auctioneer will not make any bids on behalf of the prospective Buyer.

**15.** 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. 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 possible.

**16.** Prospective Buyers are advised in respect of telephone bids that should they become disconnected during bidding or are unobtainable. Symonds & Sampson LLP will not be held responsible or liable for any loss suffered in respect thereof.