

Proxy Terms

BIDDING BY TELEPHONE OR BY PROXY

We strongly recommend that you make every effort to attend the auction to bid personally, however, in the event that you are unable to attend you may, by prior arrangement, authorise the auctioneer to bid on your behalf up to your specified limit.

If you wish to bid by proxy, please complete and return the Proxy Bidding Form together with your cheque for the deposit (10% of your maximum bid price, subject to a minimum of £1500). The completed Proxy Bidding Form or forms and deposit must be delivered to the relevant Goadsby office so that it is received at least 1 working day prior to the sale.

We will inform you of the result of the sale, whether or not you have been successful.

This page is also available at: www.goadsby.com/residential/a_bidding.asp

TERMS & CONDITIONS

- 1 A prospective buyer should complete and sign both the Proxy Bidding Registration Form together with a separate memorandum (to be found at the rear of the catalogue) showing the maximum bid price exclusive of Value Added Tax which the prospective buyer authorises the auctioneer to bid for a particular Lot. The memorandum must be completed fully with the lot number, property address, the buyer(s) name in full, the buyers' conveyancer and the memorandum must be signed.
- 2 A separate form must be completed for each Lot.
- 3 The completed form or forms and memorandum must be delivered to the relevant Goadsby office to arrive no later than 1 working day prior to the day of the auction. It is the bidder's responsibility to check that they have been received and this can be done by telephone.
- 4 Unless the relevant lot is sold to the prospective Buyer, the amount of the prospective Buyer's bid will not be disclosed to the Seller or any other person either during or after the sale without the consent of the prospective Buyer.
- 5 The maximum price to which the auctioneer is authorised to bid must be an exact figure (but not for example £100 above the last bid).
- 6 The auctioneer reserves the right not to bid on behalf of the prospective buyer should there be any error or confusion in respect of the instructions or the accompanied deposit.
- 7 Any agreement to alter any Proxy or telephone Bidding Form at any time prior to, or on the day of the auction, must be in writing.
- 8 The prospective buyer should attach to the Proxy Form a valid cheque or bankers' draft drawn on a United Kingdom branch and payable to Goadsby representing 10% (minimum £1500) of the maximum price to which the prospective buyer wishes the auctioneer to bid plus the buyers fee (see note 17. below). 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 and the prospective Buyer authorises the auctioneer to retain the same for such purpose.
- 9 In the case of telephone bidding prospective Buyers may instead provide a blank cheque, which, if the Buyer is successful in purchasing the relevant property, the auctioneer will complete on behalf of the Buyer for the amount of the deposit plus buyers fee.
- 10 The prospective buyer appoints the auctioneer as his Agent and authorises the auctioneer to bid for the relevant Lot on behalf of the prospective buyer in such a manner as the auctioneer thinks fit at his absolute discretion.
- 11 The prospective buyer shall be considered to have inspected the auction catalogue for the relevant Lot, all conditions of sale and Notices to Prospective Buyers and also any addenda relating to the lot and have full knowledge thereof in accordance with the terms and conditions of the auction catalogue. Goadsby, or any person authorised by Goadsby will sign any memorandum or contract incorporating such matters on behalf of the relevant parties.
- 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 Goadsby on the day of the auction to ensure there are no amendments to the Particulars of 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 at 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 buyer for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer whether through lack of clarity of instructions or any other reason whatsoever. The prospective Buyer will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible following the auction. Where the Lot has not been purchased the prospective buyer will be notified by post and the deposit returned as soon as reasonably possible. For the avoidance of doubt, Goadsby shall not be obliged to account to the prospective buyer for any interest accrued on such deposit.
- 16 Prospective Buyers are advised in respect of telephone bids that should they become disconnected during bidding or are unobtainable, Goadsby will not be held responsible or liable for any loss suffered in respect thereof.
- 17 The successful Buyer and bidder will be jointly and severally liable to pay to Goadsby the buyers fee referred to in this Auctioneers Pre Sale Announcements printed within this catalogue.