

Authority Form for Barnett Ross to bid on behalf of an Absent Bidder

Please note there should not be any alteration to this form and any mis-entries which have to be corrected must be signed in full in the margin.

Please tick either Proxy Telephone

PROPERTY AND BIDDING DETAILS

Date of Auction:

Lot No:

Property Address:.....
.....

Maximum Bid (for Proxy only) (figure): £.....

(words):

(The figure must be a definite one and is not to be calculated for example by reference to other bids such as one bid above any other bid. Any uncertainty would result in Barnett Ross not bidding).

For Telephone bidding a maximum bid is not necessary if a blank cheque is submitted.

I attach: 1) A cheque made payable to 'Barnett Ross' for £..... **(specify amount for a Proxy otherwise leave blank for Telephone Bidding)** (being 10% of the maximum bid or as otherwise specified on the Addendum). If your bid is successful please electronically transfer your deposit as per the instructions below.

AND 2) A cheque made payable to 'Barnett Ross' for £500 or such amount specified on the Particulars of Sale in accordance with Condition 15 on page 2 overleaf.

In accordance with Clause 4.2 of our General Conditions of Sale, if your bid is successful, the Bidder/Purchaser must arrange to transfer the deposit monies the day after the Auction by way of a same day CHAPS payment to the Auctioneers' Client Bank Account, the details of which are:

BANK: HSBC Bank PLC **BRANCH:** Pall Mall **ACCOUNT NAME:** Barnett Ross Limited Clients Deposit Account

SORT CODE: 40-05-20 **ACCOUNT No.:** 43662918. Once these funds are received the Auctioneers will return the deposit cheque by post.

BIDDER'S DETAILS

Bidder's Name(s):

Address:

..... Postcode:

*Tel 1:

*Tel 2:

*Tel 3: Email:

** Please tick the number you would prefer us to call you on. If we cannot contact you on your preferred number we will try you on the other numbers you have provided to us.*

PURCHASER'S DETAILS (if different from Bidder)

Purchaser's Name(s):

Contact Name (if Purchaser is a company):

Address:

..... Postcode:

Tel (landline):

Mobile Tel: Email:

SOLICITOR'S DETAILS

Company Name: Person Acting:

Address:

..... Postcode:

Tel: Email:

'I hereby authorise Barnett Ross staff to bid on my behalf on the Terms and Conditions set out on Page 2 headed 'Bidding by Proxy or Telephone', which I confirm I have read and understood. In the case of a Proxy Bid, I authorise Barnett Ross staff to bid on my behalf. In the case of a Telephone Bid, I authorise Barnett Ross staff to relay my bid provided that telephone contact is made. I understand that should my bid be successful the offer will be binding upon me.'

Signature of Bidder: **Date:**

Please return this Form to 'Barnett Ross, Brook Point, 1412 High Road, Whetstone, London N20 9BH'.

BIDDING BY PROXY OR TELEPHONE

Anyone not able to attend the Auction to make their own bids may utilise the facilities available for telephone or proxy bids on the following Terms and Conditions:

1. The Bidder must complete a separate authority form for each Lot involved, and provide a separate Banker's Draft or cheque for 10% of the maximum amount of the bid for each Lot.
2. The form must be sent, or delivered, to Barnett Ross to arrive before 6.00 p.m. on the day before the Auction. It is the Bidder's responsibility to check that the form is received by Barnett Ross and this can be done by telephoning the office.
3. The Bidder shall be deemed to have read the 'Notice to all 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 taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and of any addendum relating to the relevant Lot. The addendum can, and should, be checked by Bidders by telephone to our office on the day of the Auction two hours before the commencement of the Auction.
4. In the case of telephone or proxy bids, Barnett Ross will accept no liability whatsoever for any bid not being made on behalf of the prospective Bidder whether through lack of clarity of instructions or for any other reason whatsoever. In the case of telephone bidding, the prospective telephone Bidder accepts that any contact is at the prospective telephone Bidder's risk and in the event that the telephone Bidder is not contacted for any reason whatsoever or the telephone link is not established, or breaks down, or there is any confusion or disruption, then the prospective telephone Bidder will not be able to participate in the Auction and will not hold Barnett Ross liable for any loss or claims.
5. In the case of Proxy Bids, Barnett Ross staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted for a Proxy Bid, Barnett Ross will not bid. Barnett Ross do not guarantee to regulate the bidding so that the maximum authorised bid actually falls to the proxy bidder.
6. Barnett Ross reserve the right not to bid on behalf of telephone/proxy 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 in this respect.
7. In the event that the proxy or telephone bid is successful the Auctioneer will sign the Memorandum of Contract on behalf of the Bidder (a Contract having been formed on the fall of the hammer).
8. In the event that the bid is successful, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit and the balance of the deposit (if any) will be returned promptly to the Bidder. If for any reason the deposit monies are less than the 10% deposit or such other amount as required, the Bidder will immediately provide Barnett Ross with the required additional amount in order to comply with the Special and General Conditions of Sale.
9. In the event that the Bidder is unsuccessful the cheque shall be returned to the Bidder promptly.
10. Once delivered to the Auctioneers the authority to bid by proxy is binding on the Bidder up to 6.00p.m. 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.
11. The authority can only be withdrawn by notification in writing delivered to Barnett Ross at their office at least two hours before the start of the Auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the Auction Room half an hour before the start of that day's auction. It is the Bidder's 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 and any successful Contract is binding on the Bidder.
12. 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 Barnett Ross staff as empowered under the proxy authority. Barnett Ross would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
13. The receipt of a telephone or proxy bid shall not in any way hinder the right of the Vendor to withdraw any Lot or to sell prior to auction to a third party and neither the Vendor nor Barnett Ross shall be under any liability to the telephone or proxy Bidder in the event that the Lot is not offered at the Auction.
14. The Auctioneer may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.
15. If successful 'The Bidder' will be liable to pay Barnett Ross Ltd a non-refundable Administration Fee of £500 (including VAT) unless otherwise stated on the Particulars of Sale. Therefore the Bidder shall provide a separate cheque for this Administration Fee made payable to 'Barnett Ross Ltd'. In the event that the bidder is unsuccessful this cheque shall be returned to the Bidder promptly.



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