

authority form to bid on behalf of non- attending bidder

Please also sign and return the reverse side of this form

bidder's name *(for contract purposes)*

address

telephone no.

business

home

solicitors name

address

telephone no.

contact name

I hereby authorise Barnard Marcus staff to bid on my behalf on the terms and conditions set out overleaf headed "Bidding by telephone or by letter", which I confirm I have read, understood and signed A copy of which is attached.

*I request that Barnard Marcus first attempt to contact me on the telephone at the relevant time to enable me to bid myself. If a telephone link cannot be established for whatever reason, Barnard Marcus are authorised to bid on my behalf under these terms (*Delete if telephone bid is not required).

the bid that I hereby authorise is:

auction date

lot no.

address

maximum bid

£

(words)

(The figure must be a definite one and not to be calculated for example by reference to other bids such as one bid above anyone else's bids. Any uncertainty could result in Barnard Marcus not bidding).

I attach cheque for £

(words)

being the 10% of the maximum bid [\(Subject to a minimum deposit of £2,000\) plus £500 + VAT contract documentation fee.](#)

signature of bidder

date

[\(Please also sign the reverse side of this form\)](#)

if the person signing is not the bidder the signatory warrants that authority has been given by the bidder.

name *(please print)*

address *(if different from bidder)*

telephone no.

please note there should not be any alteration to the form and any mis-entries which have to be corrected must be signed, in full, in the margins.

Please read notice to all bidders on page 16.

terms and conditions to bid by telephone /letter

please note: minimum deposit for each telephone bid is £2000

anyone not able to attend the auction to make their own bids may utilise the facilities available for telephone, or written, bids on the following terms and conditions:

- (1) The bidder must complete a separate authority form for each Lot involved, and provide a banker's draft, solicitor's client's account cheque, or cheque signed by a Building Society, for 10% of the maximum amount of the bid for each Lot. [Please note the minimum deposit for any telephone bid is £2,000 per lot.](#)
- (2) The form must be sent to, or delivered to: Barnard Marcus, Ground floor office, The Glassmills, 322b King Street, London, W6 0AX [to arrive before 6pm two working days prior to the start of that month's auction.](#) It is the bidder's responsibility to check that the form is received by Barnard Marcus and this can be done by telephoning the office.
- (3) 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.
- (4) In the case of telephone bids, at about the time that the Lot comes up for auction attempts will be made to contact the bidder by telephone and, if successful, the bidder may then compete in the bidding up to the maximum of the amount authorised in the completed authority form.
[The Auctioneers will not bid beyond the maximum authorised amount except by prior written arrangement.](#)
- (5) In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Barnard Marcus will bid/continue to bid on behalf of the bidder up to the maximum of the authorisation.
- (6) In the case of written bids, Barnard Marcus staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Barnard Marcus reserve the right not to bid.
- (7) While Barnard Marcus will use best endeavours when bidding on behalf of a bidder, we cannot accept responsibility for any actions or inactions on our part including errors, omissions or doubts whether in the bidding or in the failure to bid and we can give no warranty or guarantee accordingly whether about the bidding or about the failure to bid.
- (8) In the event that the telephone/written 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](#)) and the balance of the deposit (if any) will be returned promptly to the bidder.
- (10) In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- (11) 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.
- (12) The authority can only be withdrawn by notification in writing delivered to Barnard Marcus at their office 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.
- (13) 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 Barnard Marcus staff as empowered under the telephone/written authority. Barnard Marcus would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.

I hereby confirm that I have read and understood the above terms and conditions to bid by telephone/letter

signed: _____

date _____

[please sign this page and ensure the form overleaf is completed](#)