

**Deadline for Receipt - 2.00pm Monday 2nd February**

# Telephone/Proxy Bidders Form

**Please also sign the reverse side of this form and return**



Please select method of bidding (**TICK ONE**) and fill in the details below:

- Telephone: ☐ Telephone contact is a requirement before bidding.
- Telephone or Proxy: ☐ If a telephone link cannot be established I authorise Barnard Marcus to bid on my behalf.
- Proxy only: ☐ I authorise Barnard Marcus to bid on my behalf up to the amount laid out below.
- Online: **For online bidding please register via our website – [www.barnardmarcusauctions.co.uk](http://www.barnardmarcusauctions.co.uk)**

Auction date: ..... Lot No: .....

Property address: .....

Maximum bid: £ ..... Figure in words: .....

**(Should you be bidding on multiple lots, please complete a separate form for each lot)**

**The deposit figure required being 10% of your maximum bid** (subject to a minimum deposit of £3,500 unless otherwise specified in the Special Conditions of Sale). **PLUS** £1,800 (inclusive of VAT) Contract Documentation Charge.

## Identity Documentation requirements:

We use a third-party platform called Credas to complete AML checks for all bidders and buyers. Upon receipt of your form, we will send you an invite via phone and/or email to complete this online. We will not be able to complete your telephone bidding registration without an ID check being completed via Credas. In the event there are any additional buyer(s), we will require a signed letter or email authorising the bidder to bid on their behalf. We will also require the same in the event of a company purchase, should the bidder not be named as a director on Companies House. Should you have any questions in this regard, please contact our office.

**For compliance with UK Anti Money Laundering regulations please confirm the source of the funds being used for this purchase (please place and "X" in the appropriate box).**

Source of funds: ☐ Savings ☐ Gifted ☐ Proceeds from Sale ☐ Business Funds

Country of origin for all funds: .....

## Contract Details:

Give details of the person(s) or company who is to be the owner of the property. This name will appear on the Memorandum of Sale.

Contract name: ..... Company Reg No: .....

Address: ..... Mobile No: .....

..... Telephone No: .....

Email: .....

## Bidder's Details:

Name: .....

Telephone No: .....

Mobile No: .....

Address: .....

.....

..... Postcode: .....

Email: .....

## Solicitor's Details:

Company name: .....

Contact name: .....

Telephone No: .....

Address: .....

.....

..... Postcode: .....

Email: .....

**Signature: ..... Date: .....**

# Terms & Conditions to bid by phone or proxy

**Minimum deposit is £3,500 unless otherwise stated in the Special Conditions of Sale, PLUS our £1,800 Contract Documentation Charge for each lot.**

**Anyone not able to attend the auction may use Barnard Marcus services 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 debit card payment or direct bank transfer, for 10% of the maximum amount of the bid for each Lot (account details on request). **Please note the minimum deposit for any telephone bid is £3,500 (or as otherwise specified in the Special Conditions of Sale) per lot.**

**2**

The form must be mailed or delivered to: Barnard Marcus, Sovereign House, 361 King Street, Hammersmith, London, W6 9NA **to arrive before 6pm two working days prior to the start of that month's auction** or it can be emailed to us at [bma@sequencehome.co.uk](mailto:bma@sequencehome.co.uk). 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 **Auction Notices** printed on pages 18-19 of the catalogue; 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 prior to bidding, 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 without express authority.**

**5**

If you have chosen the telephone/proxy bidding option, in the event that a 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 £3,500 or as otherwise specified in the Special Conditions of Sale**) and the balance of the deposit (if any) will be returned within 48 hours of the auction 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 within 48 hours of the auction.

**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**

Authority can be withdrawn by notification in person to the Auctioneers at the auction venue or Barnard Marcus office, in writing or via email to Barnard Marcus. Notification of withdrawal must be received at least two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned. It is the bidder's responsibility to obtain a receipt of the withdrawal notification 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 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 as empowered by the telephone/written authority. Barnard Marcus will 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 tick if you wish to receive auction updates, newsletters and catalogue notifications via email. ☐

**Please sign this page and complete the form overleaf.**

Once you have read and completed both parts of these forms please return to: Barnard Marcus Auctions, Sovereign House, 361 King Street, Hammersmith, London, W6 9NA

**Email:** [bma@sequencehome.co.uk](mailto:bma@sequencehome.co.uk) **Fax:** 020 8741 2168