

We always strongly advise you to attend the Auction sale. In the event that this is not possible you may make a telephone or proxy (up to a pre-set limit) authorising the Auctioneer to bid on your behalf. Please complete and return the Telephone/Proxy Bidding Form to the Auctioneers' office no less than two working days prior to the Auction together with a payment for the 10% deposit and a separate payment for our administration fee.

These terms and conditions apply to the Bidder the Buyer (if different) and you will be bound by them if you bid by either telephone or proxy.

TERMS & CONDITIONS FOR REMOTE BIDDING

1. A prospective Buyer should sign this registration form. Failure to complete or sign the registration form will be treated as a fundamental error in the registration form that will entitle the Auctioneer to disregard your bid.
2. The auctioneer reserves the right not to bid on behalf of the prospective Buyer should there be any error or confusion in the registration form, instructions received or the accompanying deposit.
3. The completed form must be delivered to **Auction Estates, Suite 5, 170-180 Carlton Road, Nottingham, NG3 2BB** by hand or post so that it is received no less than two working days prior to the date of Auction in which the particular property is to be sold. It is your responsibility to ensure the form has been received together with cleared funds for the deposit & administration Fee in the Auction Estates Client Account and CERTIFIED COPIES (SIGNED AND STAMPED BY A PROFESSIONAL PERSON) of documentation to confirm your name and residential address as well as the contract buyer should this differ. Please refer to Anti-Money Laundering Regulations for details on the types of documentation we accept.
4. The maximum Proxy bid price must be an exact figure.
5. No alteration to the registration form will be accepted after it is received by the auctioneer.
6. 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 at his absolute discretion.
7. The prospective Buyer shall be considered to have inspected the auction catalogue, the common auction conditions, and separate special conditions of sale, addendum 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 Auction Estates as the prospective buyers agents to sign the memorandum of contract incorporating all such matters at or after the auction.
8. The deposit (usually 10% of the price – minimum £1,000 unless stated otherwise) must be received by us in advance of the sale along with the Administration Charge. Please note that payment must be received by debit card or banker's draft – cash, cheque or credit cards are unacceptable. In the case of a debit card, this will be deducted from the card provided.
9. If you wish to bid for more than one lot, separate payments must be provided for as per item 8 above.
10. The Prospective Buyer may, in writing only, at any time up to the commencement of the auction withdraw the auctioneer's authority to bid or make alterations to the registration form. It is the prospective Buyer's responsibility to ensure that the auctioneer personally receives such instructions and the Prospective Buyer should check to ensure instructions have been received.
11. With regards to Proxy Bids, the amount of the prospective Buyer's maximum 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.
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 Auction Estates on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating 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 auctioneers 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 use all reasonable endeavours to provide remote bidding facilities at the auction and will make no additional charge to a prospective Buyer for this service.
16. The auctioneer will accept no liability whatsoever for any bid not being made on behalf of the prospective Buyer as a result of
 - Lack of clarity of instruction
 - Error, lack of clarity or confusion regarding the registration Form or the deposit
 - Prospective Buyers become disconnected during bidding or are unobtainable
 - Interruption or suspension of telephone or internet services
 - For any other reason whatsoever beyond the control of the Auctioneer.
17. In the case of proxy bids, the prospective Buyer will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction.
18. The successful Buyer and/or Bidder will be jointly and severally liable to pay Auction Estates the administration fee referred to in the Important Notice to Prospective Buyers.
19. The auctioneer will accept no liability whatsoever for any bid not being made on behalf of the prospective Buyer for any reason whatsoever. Prospective Buyers will not hold Auction Estates liable for any loss or claims relating to the remote bidding system.