

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 property details below:

Telephone: Telephone contact is a requirement before bidding.

Telephone or Proxy: If a telephone link cannot be established I authorise Fox & Sons to bid on my behalf.

Proxy: I authorise Fox & Sons to bid on my behalf up to the amount laid out below.

Auction date: Lot No:

Property address:

Maximum bid: £ Figure in words:

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

I have provided payment via debit card payment or direct bank transfer for: £

Figure in words:

This figure being 10% of your maximum bid (subject to a minimum deposit of £5,000 unless otherwise specified in the Special Conditions of Sale). **PLUS** £1,000 (inclusive of VAT) Contract Documentation Charge.

Documentation required: I attach certified copies of Photographic ID Proof of address dated within last 3 months

All copy documents attached **MUST BE** countersigned by an authorised individual who has seen the original document and can confirm that the photographic ID is a true likeness to the individual. Please refer to page 5 of the catalogue for details of documents required and accepted countersignatories.

Source of Funds (It is a HMRC requirement for us to understand where your funds are coming from - please kindly tick to suit)

Savings Gifted Proceeds from Sale Business Finance

Contract Details:

Please give details of the person or company who is to be the owner of the property. This name will appear on the Memorandum of Sale.

Contract name: Mobile No:

Address: Home No:

..... Business No:

..... Email:

Bidder's Details (if different from Contract 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 £5,000 unless otherwise stated in the Special Conditions of Sale, PLUS our £1,000 Contract Documentation Charge for each lot.

Anyone not able to attend the auction may use Fox & Sons 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 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 £5,000 (or as otherwise specified in the Special Conditions of Sale) per lot.**

2 The form must be mailed or delivered to: Southampton Auction Centre, 32-34 London Road, Southampton SO15 2AG to arrive before 6pm two working days prior to the start of that month's auction or it can be emailed to us at auctions.southampton@fox-and-sons.co.uk. It is the bidder's responsibility to check that the form is received by Fox & Sons and this can be done by telephoning the office.

3 The bidder shall be deemed to have read the Important Notices printed on page 4 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 In the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, Fox & Sons will bid/continue to bid on behalf of the bidder up to the maximum of the authorisation.

6 In the case of written bids, Fox & Sons staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted Fox & Sons reserve the right not to bid.

7 While Fox & Sons 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 £5,000 or as otherwise specified in the Special Conditions of Sale**) 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 Fox & Sons 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 Fox & Sons staff as empowered under the telephone/written authority. Fox & Sons 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 complete the form overleaf.

CHECKLIST

Deposit provided

Proof of identity enclosed*

Proof of address enclosed*

I confirm I am **NOT** a Politically Exposed Person

All copy documents attached **MUST BE** countersigned by an authorised individual* who has seen the original document and can confirm that the photographic ID is a true likeness to the individual. Please see page 5 of the catalogue for details of documents required.

*Documents can only be certified by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, FCA regulated mortgage broker, certified accountant, teacher, doctor or minister of religion.

Politically exposed persons (PEPs) are those whose prominent position in public life may make them vulnerable to corruption. The definition extends to immediate family members and known close associates.

Once you have read and completed both parts of these forms please return to: Fox & Sons, Southampton Auction Centre, 32-34 London Road, Southampton SO15 2AG

Email: auctions.southampton@fox-and-sons.co.uk

Tel: 023 8033 8066