

Terms and Conditions for Proxy, Telephone and Internet Bidding

The Auctioneer will be Michael Mashiter of NWA Professional and Property. Telephone Bids and Proxy Bids will be executed by one of his colleagues, by prior appointment and Proxy Bids will be confidential between the prospective purchaser and the colleague executing the bids.

Anyone not able to attend the auction and wishing to make a bid, do so on the following terms and conditions:

1. A prospective buyer should fill in the appropriate bidding form and should ensure that all sections are completed. Failure to complete any part of the form may render the instructions ineffective.
2. The prospective buyer must complete a separate bidding form for each Lot involved.
3. Remote bidding forms should be posted (for confidentiality reasons) to Proxy Bid – Cross Beck Farm, NWA Professional, J36 Rural Auction Centre, Crooklands, Milnthorpe, Cumbria, LA7 7FP and must be received at least 2 days prior to the auction to ensure that there is time for the bids to be processed. It is the prospective purchasers responsibility to check that the form has been received at the Auctioneer's office. This can be done by telephone or email to gillian@nwauctions.co.uk or 015395 66222.
4. Maximum bids must be an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective bidder.
5. NWA Professional and Property staff will compete in the bidding up to the maximum of the authorisation. NWA Professional and Property will not accept, under any circumstances, a bid that does not include a maximum bid.
6. Internet and Proxy bidders will be required to pre-authorise (on a debit card or cheque) an amount equal to 10% of their maximum bid prior to the auction for each lot. If the bidder fails to authorise their card or provide a cheque, NWA Professional and Property will not execute the remote bid, unless specifically agreed otherwise by all relevant parties.
7. Telephone bidders will be required to pay the 10% deposit on the day, if their bid is successful. This will be taken immediately after the sale of each lot. If the successful bidder fails to provide the required deposit, then NWA Professional and Property and/or their seller reserves their rights to pursue the winning bidder via all legal means necessary for the deposit and any associated losses and interest as applicable.
8. Any alteration to the submitted bid or a withdrawal of a bid must be received in writing by the auctioneer at least 1 hour prior to the commencement of the auction and receipt will be confirmed by his office. If sent by email, this must be sent to gillian@nwauctions.co.uk.
9. The auctioneer, in accepting remote bids, whether by proxy or telephone, acts as agent for the prospective bidder/purchaser who shall be considered to have authorised the auctioneer on the basis of all relevant conditions of sale and any amendments to the auctions particular. In the event of the prospective purchaser's bid being successful, the auctioneer is authorised by the bidder and purchaser to sign any Memorandum of Sale or Sale Contract relating to the property concerned incorporating any addendum.
10. The auctioneer accepts no liability for any bid not being made on behalf of the prospective purchaser and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
11. The auctioneer accepts no responsibility for failure of telecommunications or internet connections in respect of a telephone or internet bid, or any delays in the postal system if a bidding form is sent through the post.
12. Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
13. Successful bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale. Where your card has been pre-authorised, unsuccessful bidders funds will be lifted immediately in most cases (in some cases it can take between 5-10 business days depending on how your bank processes payments).
14. Remote bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions, Special Conditions of Sale, Addendum and the Important Notice for Prospective Buyers in the catalogue. In particular, bidders are deemed to have carefully checked the Special Conditions of Sale for any additional costs and fees payable to the seller that may be detailed therein.
15. Proxy bidders are advised to telephone the Auctioneer's office before 12 noon on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.

PROXY, TELEPHONE OR INTERNET BIDDING FORM



AUTHORISATION FOR BIDDING BY PROXY, TELEPHONE OR INTERNET - Internet ☐ Proxy ☐ Telephone ☐

Name:

Name of Company (if applicable):

Address:

Postcode:

Telephone:

Mobile:

Email:

I/We attach copies of photo ID and proof of address:

I/We hereby authorise NWA Professional and Property to bid on my/our behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

LOT DETAILS

Date of Auction: Lot Number:

Maximum Bid £: (required for proxy bid)

Maximum Bid in Words: (required for proxy bid)

DEPOSIT (tick as applicable)

OPTION 1—I attach a cheque in the sum of £ being 10% of my proxy bid.

Cheques made payable to NWA Professional Client Account. ☐

OPTION 2—Pay by personal debit card ☐

Card Number: Valid From:

Expiry Date: Security Code:

SOLICITORS

Solicitors Name:

Address:

Postcode:

Email:

Person Acting:

PROOF OF IDENTIFICATION AND ADDRESS

To comply with Anti-Money Laundering Regulations, we require scanned copies of your proof of ID and proof of address (Passport or driving license and Council tax/utility bill or bank statement) to enable you to bid.

By submitting your ID, you authorise NWA Professional and Property to undertake further proof of identification and anti-money laundering checks that may be required should you be successful in your bid. Please note: if you fail anti-money laundering checks, your purchase will be in jeopardy, so you must satisfy yourself in advance that your purchase complies with the current Money Laundering Regulations.

PAYMENT AUTHORISATION

I/We will pre-authorise on my/our debit card 10% of the proxy bid prior to the auction for the Auctioneers, being the deposit.

TERMS AND CONDITIONS

I/We agree to the terms and conditions for Telephone, Proxy and Internet Bidders. I/We authorise the auctioneer to sign the Memorandum of Sale on my/our behalf and I/we recognise that I/we will then be the fully bound purchaser of the property referred to above and must complete the transaction within the time specified in the Conditions of Sale.

I/We have read the Common Auction Conditions and the General Conditions of Sale for Online Unconditional (Immediate Exchange) Property Auctions for any lots I/we wish to bid on. I/we have read the Special Conditions of Sale in their entirety and am aware of any additional costs and fees payable by the buyer detailed therein. I/we accept that it is my/our responsibility to check for any amendments or addendum notes which may be read out by the auctioneer on the auction day.

Signed:

Date:

Please mark the envelope - Proxy Bid - Cross Beck Farm