

Telephone/Proxy Bidding Form

LOVEITTS
PROPERTY AUCTIONS



**PLEASE READ TERMS AND CONDITIONS OVERLEAF BEFORE COMPLETING THIS FORM.
TO BE COMPLETED 48 HOURS PRIOR TO AUCTION**

Date of Auction:

Lot Number:

I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions below and overleaf, and I understand that should my bid be successful the offer will be binding upon me. If required, you will bid on my behalf taking my instructions in this respect on the telephone when the relevant Lot is being sold.

Property Address:

Maximum Bid Price: £

Words:

(For telephone bids the maximum bid can be left blank.)

1. Cheque for 10% deposit enclosed herewith made payable to Loveitts Limited, amount £ _____
For telephone bids you may prefer to give us a blank cheque duly signed.
2. I also enclose a separate cheque for £ _____ inclusive of VAT payable to 'Loveitts Limited' in respect of the buyers premium.
3. Payment can be taken by Debit card.

Please note that it is a requirement that you must provide documentation to confirm your name and residential address in accordance with Loveitts requirements. (Passport or Photo card Driving Licence PLUS utility bill or bank statement no older than 3 months – NOT mobile phone bill.)

Please note that if you are unsuccessful with your bid all cheques will be destroyed unless otherwise instructed.

Buyer's Details

Contract Full Name(s):

Company (if applicable):

Address:

Postcode:

Telephone Business:

Home:

Mobile:

Email:

Buyer's Solicitor's Details

Company:

Address:

Postcode:

Telephone:

For the Attention of:

Signature of Prospective Buyer:

Date of Signing:

Telephone/Proxy Bidding Form - Terms & Conditions

We always strongly advise you to attend the Auction sale. When this is not possible you may make a telephone or proxy bid authorising the Auctioneer to bid on your behalf up to a pre-set limit. Please complete and return the Telephone/Proxy Bidding form to the Auctioneers' office **IN PERSON** not less than 2 working days prior to the Auction together with payment for the 10% deposit and our administration fee.

1. A prospective purchaser should complete and sign this proxy form. In particular the prospective purchaser should complete the form showing the maximum price which the prospective purchaser authorises the auctioneer to bid for a particular property.
2. A separate form must be completed for each lot for which a prospective Buyer wishes the auctioneer to bid.
3. The maximum price to which the auctioneer is authorised to bid must be an exact figure. The auctioneer reserves the right not to bid on behalf of the prospective Buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.
4. The completed form or forms must be delivered to Sally Smith, Loveitts Auction Department, 29 Warwick Row, Coventry CV1 1DY, by hand personally so that it is received not less than 48 hours prior to the time of the commencement of the auction at which the particular property is to be sold. It is your responsibility to ensure the form has been received by Sally Smith.
5. No alteration to any Telephone/Proxy bidding form will be accepted after it is received by the auctioneer.
6. The prospective Buyer should send with the Telephone/Proxy form a valid cheque or banker's draft drawn on a United Kingdom branch and payable to Loveitts Ltd or payment may be taken by debit card representing the 10% (minimum £2,000) of the maximum price to which the prospective Buyer wishes to bid. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price.
7. 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 in his absolute discretion.
8. The prospective Buyer shall be considered to have inspected the auction catalogue and the general and separate special conditions of sale 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 Loveitts as the prospective purchasers agents to sign the memorandum of contract incorporating all such matters at or after the auction.
9. In the case of a telephone bid, the prospective buyer should provide a signed blank cheque which the auctioneer will complete on behalf of the prospective buyer (for 10% of the purchase price, minimum £2,000) if the prospective buyer is successful in purchasing the relevant property.
10. The prospective purchaser may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the auctioneer's authority to bid. It is the prospective purchaser's responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.
11. The amount of the prospective purchasers bid will not be disclosed to the vendor 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 Loveitts on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating to 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 make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as possible.
16. Prospective Bidders are advised in respect of telephone bids that should they become disconnected during bidding or are unobtainable, Loveitts will not be held responsible or liable for any loss suffered in respect thereof.
17. The successful buyer or bidder will be jointly and severally liable to pay Loveitts the buyer's fee referred to in the Important Notice to Prospective Buyers at the front of the Auction Catalogue.
18. The auctioneer will make no charge as to the prospective buyer for this service, and will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer for any reason whatsoever.