Please return form to derby@sdlauctions.co.uk

PROXY, TELEPHONE & INTERNET BIDDING FORM

Please complete one form per property you wish to bid for. Please tick to either bid by:

☐ **Telephone** ☐ **Proxy** ☐ **Internet** **Lot No** _____ **Date of Auction** _____

I hereby instruct and authorise SDL Auctions to bid on my behalf in accordance with the terms and conditions as set out in this catalogue and I understand that should my bid be successful the offer will be binding upon me.

LOT DETAILS

Lot Address:

Postcode:

Max Bid Price: £

Price in Words:

PURCHASER DETAILS

Title: **Name:**

Company:

Address:

Postcode:

Tel. no to contact on the day: **Additional tel no:**

Email:

BIDDER DETAILS

Title: **Name:**

Company:

Address:

Postcode:

Tel. no to contact on the day: **Additional tel no:**

Email:

SOLICITORS DETAILS

Name:

Company:

Address:

Postcode:

Telephone: **Mobile:**

Email:

PAYMENT REQUIREMENTS

ALL SUCCESSFUL PURCHASERS ARE REQUIRED TO PAY EITHER:

METHOD OF SALE:	NOTES:
U **Unconditional Lots:** 10% deposit and buyers administration fee.	All deposits are subject to a minimum of £5,000. Bankers drafts should be made out for 10% of the maximum proposed purchase price or £5,000 minimum where the bid is below £50,000 (plus the relevant fee). The buyers administration fee is £1074 inc VAT unless stated otherwise in the important notices. If a reservation fee is applicable 4.8% inc VAT (4.2% inc VAT for London properties) of the purchase price is required, subject to a minimum fee of £6,000. It will state in the auction catalogue/on the website which method of sale is applicable to the lot.
UR **Unconditional Lots with reservation fees:** 5% deposit and reservation fee.	
CR **Conditional reservation fee lots:** reservation fee.	

Please see overleaf for Payment Details

PAYMENT DETAILS

I attach Bank Draft/Building Society Draft for: £ **In words:**

Card Number:

Valid from: **Expires End:** **Issue:** **CSC:**

Name (as it appears on card):

NOTE: Any drafts supplied will be shredded unless otherwise requested in the event of an unsuccessful proxy, telephone or internet bid.

TERMS & CONDITIONS FOR PROXY, TELEPHONE & INTERNET BIDDING

Anyone not able to attend the Auction to make their own bids may utilise the facilities available for telephone, internet or written (proxy) bids on the following Terms and Conditions.

1. The Bidder must complete a separate authority form for each Lot involved, and provide a separate Banker's Draft or Building Society Draft or Debit Card details (cleared funds) relevant to the method of sale (unconditional, unconditional with reservation fee or conditional with reservation fee) as outlined in the Payment Requirements Section of this form.
2. The form must be hand delivered, posted or emailed to the relevant auction office to arrive prior to the auction day. It is the Bidder's responsibility to check that the form is received by SDL Auctions and this can be done by telephoning the office.
3. Due to money laundering obligations we require two forms of identity for the bidder and buyer (if different), one photo identification i.e passport or driving licence and one proof of address i.e bank statement or utility bill, no more than 3 months old. By signing this agreement you understand that we will undertake a search with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
4. The Bidder shall be deemed to have read the 'Notice to all Bidders', the particulars of the relevant Lot in the Catalogue and the General and the full legal pack including the 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 and any of the addendum relating to the relevant Lot. The addendum can, and should, be checked by visiting our website www.sdlauctions.co.uk or at the Auction prior to bidding.
5. In the case of telephone bids, at about the time 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 through the Auctioneer's staff.

   The Bidder accepts that such contact is at the Bidder's risk and in the event that the telephone or internet link is not established, or breaks down, or there is any confusion or disruption, then the Bidder will not be able to participate in the Auction. The Auctioneer will not be held responsible for instructions or authorisations given to them which are unclear or incomplete and these bids will not be accepted.

   If it is impossible to obtain telephone contact or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form. If internet connection is lost the auctioneer is authorised to continue to bid on behalf of the internet bidder up to the maximum bid stated on this form.
6. In the case of internet bidding, all bidders who have registered can commence bidding when the intended Lot is being offered, however SDL Auctions do not take any liability or responsibility should there be any interruption or suspension of internet services.
7. In the case of written bids, SDL Auctions staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, SDL Auctions will not bid. SDL Auctions do not guarantee to regulate the bidding so that the maximum authorised bid actually falls to the written bidder.
8. SDL Auctions reserve the right not to bid on behalf of the telephone/written/ internet Bidders in the event of any error, doubt, omission, uncertainty as to their bid, or for any reason whatsoever, and give no warranty, or guarantee, that a bid would be made on behalf of the Bidder and accept no liability.
9. In the event that the telephone/written or internet bid is successful the Auctioneer will sign the Memorandum of Contract or reservation Contract on behalf of the Bidder (a Contract having been formed on the fall of the hammer).
10. In the event of a Contract the deposit monies will be applied so far as necessary to meet the requirement for a 10% or 5% deposit (whichever is applicable) subject to a minimum of £5,000 per Lot, plus the buyers administration fee or reservation fee (whichever is applicable), however if monies are received over the relevant deposit amount, this will result in the purchaser paying a lesser sum on completion.
11. Once delivered to the Auctioneers the authority to bid is binding on the Bidder up to 8.00pm 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 the auction office by 4pm the day before the Auction or 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 SDL Auctions staff as empowered under the telephone/written/internet authority. SDL Auctions would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
14. The receipt of a telephone, written or internet bid shall not in any way hinder the right of the Vendor to withdraw any Lot or to sell prior to auction to a third party and neither the Vendor nor SDL Auctions shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
15. The auctioneer may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.

I hereby confirm that I have read the General, Additional and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments which may be read by the Auctioneers on the Auction Day.

I authorise the Auctioneers to sign the contract on my behalf and, recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.

Signature of prospective purchaser

Date of Signature

Once you have completed this form please send it to SDL Auctions together with your draft or debit card details and also your identification documents in accordance with the money laundering legislation detailed in this catalogue.

Privacy notice: SDL Auctions is part of the SDL Group (www.sdlgroup.co.uk). We collect the above information from you so that we can conduct the bidding process. We may also use your data to send you relevant marketing from within the Group. We will store your data for six years. To opt out or if you have any questions about how we handle your data please contact compliance@sdlgroup.co.uk.

SDL Auctions may send you details of future auctions. Please tick here if you do not wish to receive further communication from us. (Please note, your details will not be shared with any third party, but may be shared within the SDL Group).