

# PROXY BIDDING REGISTRATION FORM

I hereby instruct Merseyside Property Auctions Limited to bid on my behalf in accordance with the enclosed Terms & Conditions and I acknowledge that should my bid be successful then that bid and offer will be binding upon me. I confirm that Merseyside Property Auctions Limited may take my proxy bid when the relevant property is being offered at the Auction and I acknowledge that such bidding may be recorded in order to avoid any disputes or uncertainty.

**PLEASE FILL IN SECTIONS 1 TO 9**

1. Auction: ..... Lot Number: .....

Lot Address .....

.....

2. Bidder's name: .....

Address: .....

.....

Email address: .....

3. Maximum Bid Price: £ .....

(In words): .....

4. Buyer's name: .....

(if different from above)

5. Telephone number .....

(alternatively mobile no.)

6. Deposit Arrangements: .....

Cheque/Banker's Draft Enclosed

7. Legal Papers: **Bidder is deemed to have had sight of and understood all legal papers in respect of the Lot**

8. Addendum: .....

Bidder's Fax No

9. Solicitor's name: .....

Address: .....

.....

Telephone number: .....

Return to: Merseyside Property Auctions, including

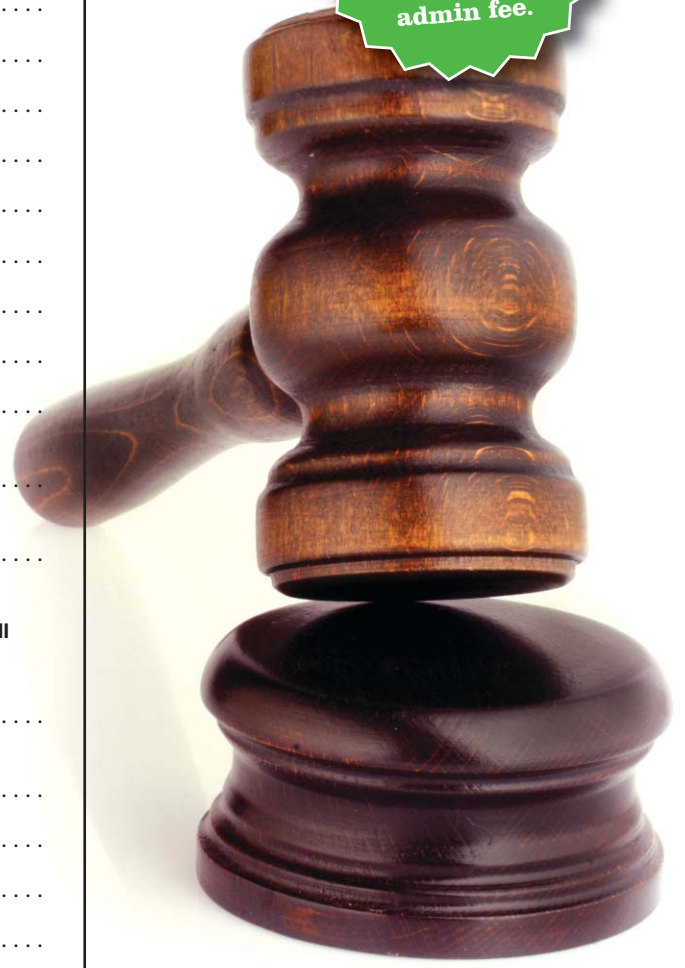
**Telephone Bidding Registration Form,**

**Cheque/Banker's Draft for the buyer's admin fee,** (no. 16 on terms & conditions)

**Separate 10% deposit cheque,**

**Proof of Identity – Please refer to Auction information in the catalogue.**

Don't forget to include your 10% deposit cheque and buyer's admin fee.



Signature

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# TERMS & CONDITIONS FOR PROXY BIDDING

## I. RECITALS

- 1.1 Prospective bidders wishing to bid by proxy should complete and sign the Proxy Bidding Registration Form attached. The bidder shall have had sight of and accept the terms of the Sale Memorandum which shall form part of the contract should the bid be successful.
- 1.2 The Auctioneer reserves the right to refuse a bid on behalf of the proxy bidder should there be any confusion as to the Maximum Bid Price or with any error in the accompanying cheque.
- 1.3 A separate form must be completed for each Lot a proxy bidder wishes to bid on.
- 1.4 The completed form(s) must be delivered to Merseyside Property Auctions Limited, 5 Prescott Street, Liverpool L7 8UE by hand or by post no later than 24 hours prior to the commencement of the Auction.
- 1.5 Any agreed alteration to any Proxy Bidding Registration Form at any time prior to, or on the day of the Auction, must be done so in writing and prior to the commencement of the Auction.
- 1.6 The proxy bidder must provide a banker's draft, solicitors' client account cheque or personal cheque which must be drawn on a UK clearing bank account of the buyer and be for the greater of 10% of the Maximum Bid Price or £2,000.00, to be made payable to Merseyside Property Auctions Limited.
2. The proxy bidder appoints the Auctioneer as agent and authorises the Auctioneer to bid for the relevant Lot on behalf of the proxy bidder in such manner as the Auctioneer thinks fit up to the Maximum Bid Price.
3. The proxy bidder shall be considered to have inspected the Auction particulars for the relevant Lot, the general terms and conditions of sale, the special conditions of sale and any amendments or addendums to any of these and to have full knowledge thereof. The proxy bidder authorises the Auctioneer or any duly authorised employee of Merseyside Property Auctions Limited as the proxy bidder's agent to sign the Sale Memorandum incorporating all such matters at or after the Auction.
4. The proxy bidder shall be deemed to have taken all necessary professional and legal advice and to have made appropriate enquiries, searches, surveys and inspections in respect of any relevant Lot and have knowledge of any announcements made from the rostrum of any amendment or addendum relating to the relevant Lot.
5. The proxy bidder authorises the Auctioneer or any duly authorised employee or agent of Merseyside Property Auctions Limited as the proxy bidder's agent to sign the memorandum of sale incorporating all such matters at or after the Auction.
6. Merseyside Property Auctions Limited reserve the right not to bid on behalf of a proxy bidder in the event of any error, doubt, omission, uncertainty as to any bid, or for any reason whatsoever, and give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any Lot.
7. In the event that the proxy bidder is successful the Auctioneer will sign the Sale Memorandum on behalf of the seller (a binding contract between the bidder and the seller is formed on the fall of the hammer) and forward the seller's signed part of the contract to the bidder's solicitor.
8. In the event that the Lot is knocked down to the proxy bidder details of the amount of the deposit monies shall be inserted into the Sale Memorandum. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10% any excess will not be returned and will form an increased deposit and will be held in accordance with the general terms and conditions of sale or any variations of them contained in the special conditions.
9. The proxy bidder will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the Auction. In the event that the proxy bidder is unsuccessful at the Auction, the deposit cheque or banker's draft shall be returned promptly by the Auctioneer to the proxy bidder.
10. The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the Lot.
11. Unless the relevant Lot is sold to the proxy bidder, the amount of the proxy bidder's bid will not be disclosed to the Seller or any other person either during or after the sale without the proxy bidder's consent.
12. Proxy bidders are advised to contact Merseyside Property Auctions Limited immediately prior to 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 proxy bidder will be deemed to have knowledge of such amendments and will buy subject to them in any event.
13. If the proxy bidder wishes to attend the Auction and bid in person they must notify the Auctioneer in writing and the Auctioneer will not make any bids on their behalf.
14. Two forms of identification in accordance with Money Laundering Regulations must be submitted with all Proxy Bidding Registration Forms. For details on identification accepted please visit the website at [www.mpalimited.co.uk](http://www.mpalimited.co.uk) Details are also available within the Auction catalogue.
15. Successful bidders will also be required to pay a buyer's administration fee in the sum of £200 plus VAT for every Lot purchased.

**Please note all cheques must be made payable to Merseyside Property Auctions Ltd.**