

## AUCTION TELEPHONE/PROXY BIDDING REGISTRATION FORM

### METHOD

I/we hereby instruct John Francis to bid on my/our behalf in accordance with the opposite terms and conditions and I/we acknowledge that should my/our bid be successful then that bid and offer will be binding upon me/us. I/we confirm that John Francis may take my proxy or telephone bid when the relevant property is being offered at the auction and I/we acknowledge that such bidding may be recorded in order to avoid any disputes or uncertainties.

### PLEASE FILL IN SECTIONS 1 TO 11

<b>1</b>	<b>Bidding:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Telephone</td> <td style="width: 50%; text-align: center;">Proxy</td> </tr> </table>	Telephone	Proxy	<i>Delete as appropriate</i>
Telephone	Proxy				
<b>2</b>	<b>Lot No &amp; Address:</b> (Single lot or various lots)				
<b>3</b>	<b>Maximum Bid Price:</b> (Proxy bids only)				
<b>4</b>	<b>Bidder's Name:</b>				
<b>5</b>	<b>Bidding Number:</b>				
<b>6</b>	<b>Bidder's Address:</b>				
	<b>Bidder's Telephone No:</b>				
	<b>Bidder's Email Address:</b>				
<b>7</b>	<b>Buyer's Name:</b> (If different from above)				
	<b>Buyer's Address:</b>				
	<b>Telephone Number:</b>				
	<b>Email Address:</b>				
<b>8</b>	<b>Buyer's Solicitor:</b> (Full Address, Contact Name & Telephone No)				
<b>9</b>	<b>Deposit Payment</b>	£			
<b>10</b>	<b>Legal Pack:</b>	Bidder MUST have read and understood the legal pack and signed the Memorandum of Agreement			
<b>11</b>	<b>Signature:</b>				
<b>12</b>	<b>Return to JF:</b> See below	(a) Completed Bidding Form (b) Completed Memorandum of Agreement (c) Deposit payment (d) Copy proof of funds (e) The buyer's premium is £720 including VAT on each lot purchased (unless stated otherwise in the property description). (f) Two forms of verified identification for both Bidder & Buyer (g) Admin cheque £30 including VAT			

### TERMS & CONDITIONS FOR TELEPHONE/PROXY BIDDING

Anyone not able to attend the auction to make their own bids may utilise the facilities available on the following terms and conditions:

1. The bidder must complete this Bidding Form (Sections 1 to 10) together with a separate Memorandum of Agreement (available on the auction catalogue) for each lot involved. The Bidding Form must be signed on behalf of the bidder and (if different) the Buyer. The bidder must provide a deposit payment made out to John Francis or an instruction to its bank to transfer the deposit to the bank account of the Auctioneers using the Clearing House Automated Payment System, to the Auctioneer's bank for the greater of 10% of the maximum amount you intend to bid for the lot or £2,000.
2. The completed Bidding Form, signed Memorandum of Agreement, Deposit payment, Copy proof of funds, Buyers premium of £720 including VAT on each lot purchased (unless stated otherwise in the property description), Proof of identity and the £30 Administration Charge must be sent to, or delivered to, THE AUCTION DEPARTMENT, JOHN FRANCIS, 18 LAMMAS STREET, CARMARTHEN, SA31 3AJ, to arrive before 5pm two days prior to the auction. It is the bidder's responsibility to check that these documents have been received by John Francis which should be done by telephoning the office on the number below.
3. If any changes are required to the Bidding Form, the Auctioneer should be notified of this in writing (but not by email). Changes to the Bidding Form can only be made prior to the Auction if the Auctioneer agrees to them.
4. If there is any error or confusion in either the Bidding Form or the accompanying documentation, the Auctioneer reserves the right not to accept the bid. The Auctioneer's decision as to what constitutes error or confusion is final.
5. The bidder shall be deemed to have read the particulars of the relevant lot in the auction catalogue; the Common, Extra and Special Conditions of Sale, the legal dossier and any addendum to any of these which are available on-line or via the Auctioneer's offices. The 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 to be made from the rostrum of any amendment or addendum relating to the relevant lot.
6. PROXY BIDDING:
  - (a) The Auctioneers will bid on behalf of the bidder up to the amount stated by the bidder on the Bidding Form which must be an exact figure only.
  - (b) The bidder may, in writing only, withdraw its proxy bid at any time up to the commencement of the Auction. It is the bidder's responsibility to ensure the Auctioneer receives such instructions.
  - (c) In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
7. TELEPHONE BIDDING:
  - (a) When the lot comes up for Auction, John Francis will attempt to telephone the bidder using the telephone number provided by the bidder on the Bidding Form.
  - (b) If a successful telephone connection is made between the bidder and John Francis, the bidder may then compete in the bidding and John Francis will relay the bidder's bid to the Auctioneer on behalf of the bidder.
  - (c) If a successful telephone connection is not made between the bidder and John Francis before or during the sale of the relevant lot, or if a successful telephone connection is made, but it is subsequently cut or interrupted, John Francis will not bid on behalf of the bidder.
8. John Francis reserve the right not to bid on behalf of proxy and telephone bidders in the event of any error, doubt, omission, uncertainty as to any bid, or for any reason whatsoever, and in the case of telephone and proxy bidding, 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.
9. In the event that the bidder is successful the Auctioneer will sign the Memorandum of Agreement 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 vendor's signed part of the contract to the purchaser's solicitor. The bidder will be bound by the Extra Conditions of Sale, the Special Conditions of Sale and the Common Auction Conditions (as set out in the Auction catalogue). The details appearing on the bidding form will be entered into the Memorandum of Agreement. Changes to these details may not be made without the Seller's prior consent for which the Seller might make a charge.
10. In the event that any lot is knocked down to the bidder details of the amount of the deposit monies will be inserted in the Memorandum of Agreement. Where any payment 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 Extra Conditions of Sale or any variations of them contained in the Special Conditions of Sale. Where the payment does not meet the required 10%, a further payment may be required from the successful bidder after the auction and before completion.
11. The deposit shall be paid to the Auctioneers either by debit/credit card, BACS, cheque or banker's draft drawn on an account of the bidder at a UK clearing bank or as specified in Clause 1 above. The Auctioneers may re-offer the lot for auction if the deposit is not paid or transferred in the prescribed manner.
12. In the event that the bidder is unsuccessful at the auction, the deposit if paid by debit/credit card/BACS will be refunded and the cheque or banker's draft shall be destroyed by the auctioneers or returned if specifically requested by the bidder. John Francis shall not be obliged to account to the bidder for any interest accruing on any deposit.
13. Whilst there is a £30 Administration Charge to cover telephone/proxy bids, there is a Buyers premium of £720 including VAT on each lot purchased (unless stated otherwise in the property description) to be provided by a separate payment made payable to John Francis and sent with the other bidding documentation.
14. Deposit, Buyers Premium and the Admin charge payment may be made via debit/credit card, banker's draft, cheque or BACS.

BACS: Sort Code: 40-16-23  
Account No: 53662802

If payment is made via BACS please include the name of the property as a reference.

Please return to The Auction Department, John Francis, 18 Lammas Street, Carmarthen SA31 3AJ  
Tel: 01267 221554 Fax: 0870 121 0484 Email: [admin@johnfrancis.co.uk](mailto:admin@johnfrancis.co.uk)

# MEMORANDUM OF AGREEMENT

## Incorporating the Common Auction Conditions

## Fourth Edition 2018

Date: \_\_\_\_\_ :

Seller :

Buyer :

Property freehold :

Title Number :

Specified Incumbrances :

Title guarantee (full/limited)

Completion date :

Contract rate

Purchase Price : £

Deposit : £

Contents price (if separate) : £

Balance : £

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

<p><b>WARNING</b></p> <p><b>This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.</b></p>	<p>Signed</p> <p>Seller / Buyer</p>
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