

Non-Attending Bid or Telephone Bid

Please also sign and return the reserve side of this form.

AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name _____

Name of Company (if applicable) _____

Of (address) _____

_____ Postcode _____

Tel: _____ Mobile: _____

Hereby authorise Jim Hay Auctions t/a Jim Hay Estate Agents to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No. _____ Property Address _____

My maximum bid (proxy bids only) will be £: _____

(amount in words) _____

DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £345 (£300 + VAT Administration Charges)

OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £345 (£300 + VAT Administration Charge)

My cheque of £ _____ is made payable to Jim Hay Estate Agents.
(amount if applicable)

SOLICITORS

My solicitors are _____

Of (address) _____

_____ Postcode _____

Tel _____ Person Acting _____

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed _____ Date _____

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each lot. Please note the minimum deposit for any bid is £3,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form must be sent to, or delivered to: Written & Telephone Bids, Jim Hay Estate Agents, 51 High Street, Hawick, TD9 9BP to arrive before 6pm two working days prior to the start of the auction. It is the bidder's responsibility to check that the form is received by Jim Hay Estate Agents and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the buyers premium or accordance with the General or Special Conditions of Sale relating to the lot.
4. The bidder shall be deemed to have read the "Important Notice to be read by all bidders", the particulars of the relevant Lot in the catalogue the general and 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 of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
5. In the case of written bid, Jim Hay Auctions' (t/a Jim Hay Estate Agents) staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Jim Hay Auctions reserve the right not to bid.
6. Jim Hay Auctions reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the 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.
7. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
8. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £345 (£300 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Jim Hay Estate Agents.
9. In the event that the bidder is unsuccessful in gaining in Contract, the deposit monies shall be returned to the bidder promptly.
10. The Auctioneer will make no charge to a prospective purchase for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether lack of clarity of instruction or for any other reason whatsoever. Prospective telephone purchasers will not hold Jim Hay Auctions (t/a Jim Hay Estate Agents) liable for any loss or claims relating to the telephone bidding system. 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 reasonably possible.
11. Once delivered to the Auctioneers, the authority to bid is binding on the bidder 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 Jim Hay at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half an hour before the start of that day's auction. It is the bidders 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, any successful Contract is binding on the bidder.
13. If the bidder, or an agents, 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 Jim Hay Auctions' (t/a Jim Hay Estate Agents) staff as empowered under the written authority. Jim Hay Auctions (t/a Jim Hay Estate Agents) will have no liability whatsoever of the price achieved is the result only of this competition in bidding without intervention from other bidders.
14. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Jim Hay Auctions (t/a Jim Hay Estate Agents) will not be held responsible or liable for any loss suffered in respect thereof.

I hereby confirm that I have read and understood the above terms and conditions to bid by letter

Signed:.....**Date:**.....