REMOTE BIDDING

TERMS & CONDITIONS





REMOTE BIDDING TERMS & CONDITIONS

Prospective purchasers who are unable to attend the Auction may utilise the facilities available for internet, telephone or proxy bidding under the following Terms and Conditions in addition to the Buyer's Terms (Important Notice to be Read by All Intending to Bid). Prospective purchasers are required to pre-register for each auction in order to bid remotely.

- 1. A prospective purchaser must complete the remote bidding registration form no less than 24 hours prior to the Auction, together with two forms of certified ID and security deposit payment of *£6,200.00 (Six Thousand, Two Hundred Pounds) per lot they wish to bid on which is held in David Plaister Ltd's client account. No registrations will be accepted after the deadline. The Auctioneers are unable to process the registration if the prospective purchaser fails to provide all of the required documentation and payment.
- 2. The application to bid can be submitted via the online registration page on David Plaister Ltd's website, hand delivered, posted or emailed to the office to arrive prior to the deadline. It is the prospective purchaser's responsibility to check that the form has been received by David Plaister Ltd and this can be done by telephoning the office.
- 3. The prospective purchaser's registration to bid should be submitted along with the required security deposit and buyer's premium in the form of a cheque, bankers draft, pre-auction bank transfer or debit card payment into David Plaister Ltd's client account for the amount of *£6,200.00 (Six Thousand, Two Hundred Pounds) per lot they wish to bid on.

*Please Note: For certain Lots, the security deposit amount for remote bidding may differ which will be stated by David Plaister Ltd upon registration for each auction where applicable. For the avoidance of doubt, the amount of £6,200.00 (Six Thousand, Two Hundred Pounds) is payable, unless otherwise stated.

- 4. David Plaister Ltd's bank account details will be provided upon receipt of the signed remote bidding form and satisfactory identification. Bank transfers and card payments must be received and verified before bidding is authorised for all remote bidding services. Bankers drafts and cheques should be made payable to David Plaister Ltd.
- 5. The prospective purchaser should complete the form showing the maximum price which the prospective purchaser authorises the auctioneer to bid for on their behalf for a particular property. The maximum price 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.
- 6. No alteration to any proxy, internet or telephone bidding form will be accepted after it is received by the auctioneer.
- 7. In the case of telephone bids, prior to the Lot coming up for auction on the evening, attempts will be made to contact the prospective purchaser by telephone and, if successful, the prospective purchaser may then compete in the bidding through the Auctioneer's staff.



REMOTE BIDDING TERMS & CONDITIONS (Cont.)

- 8. In the case of online bidding, all prospective purchasers who have pre-registered can commence bidding when the intended Lot is being offered, however David Plaister Ltd do not take any liability or responsibility should there be any interruption or suspension of internet services.
- 9. The prospective purchaser accepts that such contact is at their own 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 prospective purchaser 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 internet 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.
- 10. In the case of proxy bids, David Plaister Ltd staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, David Plaister Ltd will not bid. David Plaister Ltd do not guarantee to regulate the bidding so that the maximum authorised bid actually falls to the written bidder.
- 11. The prospective purchaser 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 their absolute discretion.
- 12. Due to anti-money laundering regulations, David Plaister Ltd require two forms of **CERTIFIED** identity for the bidder and buyer(s) (if different) from the lists below. By agreeing to the Terms & Conditions you understand that an anti-money laundering check will be carried out for each buyer via Creditsafe.

List A - Evidence of Identity (including photographic)

- Valid passport
- New style full driving licence with photograph
- A valid identity card (HM Forces, Police Warrant Card, Prison Officer, Government/Local Authority Issued)
- · A firearm or shotgun certificate

List B - Evidence of Residence

- A utility bill or council tax bill less than 3 months old
- A council rent book showing rent paid in the last 3 months
- Inland revenue tax notification, self-assessment statement or tax demand
- Household insurance certificate
- A mortgage statement for the mortgage accounting year just ended
- A statement for either current bank or building society account or credit card account with must be less than 3
 months old
- 13. The prospective purchaser shall be considered to have inspected the 'Buyer's Terms' (Important Notice to be Read by All Intending to Bid), the particulars of the relevant Lot, auction catalogue and the full legal pack including the Special Conditions of Sale. The prospective purchaser shall be considered 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 addendums relating to the relevant Lot.



REMOTE BIDDING TERMS & CONDITIONS (Cont.)

- 14. The prospective purchaser is considered to have full knowledge thereof and authorises the auctioneer or any duly authorised partner or employee of David Plaister Limited as the prospective purchasers agents to sign the memorandum of contract incorporating all such matters at or after the auction.
- 15. 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 they should check to ensure such instructions have been received.
- 16. 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.
- 17. The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular Lot.
- 18. Once delivered to the Auctioneer the authority to bid is binding on the prospective purchaser up to 10.00pm 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.
- 19. Prospective purchasers are advised to telephone David Plaister Ltd 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 purchaser will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective purchaser 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 purchaser's behalf and the Auctioneers will not be responsible for any loss, costs or damages incurred by the prospective purchaser as a result thereof.
- 20. Should the prospective purchaser 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 purchaser.
- 21. David Plaister Ltd 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.
- 22. Should the prospective purchaser's bid be successful, the remainder of the 10% deposit becomes payable on the night of the auction, before contracts are signed, with the remaining balance to be paid upon completion 28 days later. 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.
- 23. Should the prospective purchaser's bid be unsuccessful, the amount of *£6,200.00 (Six Thousand, Two Hundred Pounds) will be transferred back to their bank account. The prospective purchaser must provide David Plaister Ltd their account details should this be the case.
- 24. 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 *£5,000.00 per Lot, plus the Buyer's Premium 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.



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- 25. 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 David Plaister Ltd shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
- 26. 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 their behalf as soon as possible after the auction. Where the Lot has not been purchased the prospective purchaser will be notified and the deposit returned as soon as possible.
- 27. The successful buyer or bidder will be jointly and severally liable to pay David Plaister Limited the buyer's premium of £1,000.00 plus VAT (£1,200.00 in total).
- 28. David Plaister Ltd will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser for any reason whatsoever. Prospective telephone or internet buyers will not hold David Plaister Limited liable for any loss or claims relating to the telephone or internet bidding system.
- 29. The Auctioneer has not tested any apparatus, equipment fittings or services and so cannot verify that they are in working order. The purchaser is advised to obtain their own verification by way of survey/electrical/plumbing and asbestos survey.



01934 815 053

www.davidplaister.co.uk