

# Online Auction Authority Form for Barnett Ross to bid on behalf of an Absent Bidder

Please note there should not be any alteration to this form and any mis-entries which have to be corrected must be signed in full in the margin.

Please tick either  Proxy  Telephone

## PROPERTY AND BIDDING DETAILS

Date of Auction: .....

Lot No: .....

Property Address: .....

Maximum Bid (**for Proxy only**) (figure): £ .....

(words): .....

*(The figure must be a definite one and is not to be calculated for example by reference to other bids such as one bid above any other bid. Any uncertainty would result in Barnett Ross not bidding).*

**For Telephone bidding a maximum bid is not necessary if a blank cheque is submitted.**

I attach: 1) A cheque made payable to 'Barnett Ross' for £ ..... (**specify amount for a Proxy otherwise leave blank for Telephone Bidding**) (being 10% of the maximum bid or as otherwise specified on the Addendum). If your bid is successful, please electronically transfer your deposit as per the instructions below.

**AND** 2) A cheque made payable to 'Barnett Ross' for £1,000 or such amount specified on the Particulars of Sale in accordance with Condition 14 on page 2 overleaf.

In accordance with the Online Common Auction Conditions, if your bid is successful, the Bidder/Purchaser must arrange to transfer the deposit monies the day after the Auction by way of a same day CHAPS payment to the Auctioneers' Client Bank Account, the details of which are:

**BANK:** HSBC Bank PLC **BRANCH:** Pall Mall **ACCOUNT NAME:** Barnett Ross Limited Clients Deposit Account

**SORT CODE:** 40-05-20 **ACCOUNT No.:** 43662918. Once these funds are received the Auctioneers will shred your cheque(s).

## BIDDER'S DETAILS

Bidder's Name(s): ..... See Page 3 regarding identity documents and electronic verification checks

Address: .....

..... Postcode: .....

\*Tel 1: .....

\*Tel 2: .....

\*Tel 3: ..... Email: .....

*\* Please tick the number you would prefer us to call you on. If we cannot contact you on your preferred number we will try you on the other numbers you have provided to us.*

## PURCHASER'S DETAILS (if different from Bidder)

Purchaser's Name(s): ..... See Page 3 regarding identity documents and electronic verification checks

Contact Name (if Purchaser is a company): .....

Address: .....

..... Postcode: .....

Tel (landline): .....

Mobile Tel: ..... Email: .....

## SOLICITOR'S DETAILS

Company Name: ..... Person Acting: .....

Address: .....

..... Postcode: .....

Tel: ..... Email: .....

'I hereby authorise Barnett Ross staff to bid on my behalf on the Terms and Conditions set out on Page 2 headed 'Bidding by Proxy or Telephone', which I confirm I have read and understood. In the case of a Proxy Bid, I authorise Barnett Ross staff to bid on my behalf. In the case of a Telephone Bid, I authorise Barnett Ross staff to relay my bid provided that telephone contact is made. I understand that should my bid be successful the offer will be binding upon me.'

**Signature of Bidder:** ..... **Date:** .....

Please return this Form to 'Barnett Ross, 7 Cadbury Close, Whetstone, London N20 9BD'.

## BIDDING BY PROXY OR TELEPHONE

Anyone unable to register to bid for our online only auction may utilise the facilities available for telephone or 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 cheque for 10% of the maximum amount of the bid for each Lot.
2. The form must be sent, or delivered, to Barnett Ross to arrive before 2.00 p.m. on the day before the Auction. It is the Bidder's responsibility to check that the form is received by Barnett Ross and this can be done by telephoning the office on 020 8492 9449.
3. The Bidder shall be deemed to have read the 'Online Auctions Buying Guide', the Particulars of the relevant Lot, the Online Common Auction Conditions 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 addendum relating to the relevant Lot. The addendum can, and should, be checked by Bidders by telephone to our office on the day of the Auction two hours before the commencement of the Auction or via our website at [www.barnettross.co.uk](http://www.barnettross.co.uk).
4. In the case of telephone or proxy bids, Barnett Ross will accept no liability whatsoever for any bid not being made on behalf of the prospective Bidder whether through lack of clarity of instructions or for any other reason whatsoever. In the case of telephone bidding, the prospective telephone Bidder accepts that any contact is at the prospective telephone Bidder's risk and in the event that the telephone Bidder is not contacted for any reason whatsoever or the telephone link is not established, or breaks down, or there is any confusion or disruption, then the prospective telephone Bidder will not be able to participate in the Auction and will not hold Barnett Ross liable for any loss or claims.
5. In the case of Proxy Bids, Barnett Ross staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted for a Proxy Bid, Barnett Ross will not bid. Barnett Ross do not guarantee to regulate the bidding so that the maximum authorised bid actually falls to the proxy bidder.
6. Barnett Ross reserve the right not to bid on behalf of telephone/proxy 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 in this respect.
7. In the event that the proxy or telephone bid is successful the Auctioneers will sign the Sale Memorandum on behalf of the Bidder (a Contract having been formed on the fall of the electronic gavel).
8. In the event that the bid is successful, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit and the balance of the deposit (if any) will be returned promptly to the Bidder. If for any reason the deposit monies are less than the 10% deposit or such other amount as required, the Bidder will immediately provide Barnett Ross with the required additional amount in order to comply with the Special Conditions and Online Common Auction Conditions.
9. Once delivered to the Auctioneers the authority to bid by proxy is binding on the Bidder up to 6.00p.m. 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.
10. The authority can only be withdrawn by notification in writing delivered to Barnett Ross at their office at least two hours before the start of the Auction on the day the relevant Lot is scheduled to be auctioned. It is the Bidder's responsibility to obtain a receipt on a copy of the withdrawal notification signed by the Auctioneers and without such a receipt the authority stands and any successful Contract is binding on the Bidder.
11. If the Bidder, or an agent, actually bids at the Auction without having previously withdrawn the authority, the Auctioneers are at liberty to accept such bids in addition to any bids from Barnett Ross staff as empowered under the proxy authority. Barnett Ross would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
12. The receipt of a telephone or proxy 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 Barnett Ross shall be under any liability to the telephone or proxy Bidder in the event that the Lot is not offered at the Auction.
13. The Auctioneers may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.
14. If successful 'The Bidder' will be liable to pay Barnett Ross Ltd a non-refundable Administration Fee of £1,000 (including VAT) unless otherwise stated on the Particulars of Sale. Therefore the Bidder shall provide a separate cheque for this Administration Fee made payable to 'Barnett Ross Ltd'.
15. In the event that the Bidder is unsuccessful the cheques that have been supplied will be shredded.
16. **Please refer to Page 3 regarding identity documents and electronic verification checks.**



## Proof of Identity for our online only auctions

In accordance with current Anti-Money Laundering Regulations we will require Identity Documents (ID) to be supplied prior to the Auction for the Buyer and, if different from the Buyer, the successful Bidder.

ID is defined as a certified copy of one item from each box below.

### Photographic ID

- Passport.
- UK Photocard Driving Licence.

### Proof of Home Address

- UK Photocard Driving Licence (only supply if Passport is provided for 'Photographic ID').
- Utility Bill no more than 3 months old.
- UK Bank or Building Society Statement.
- Council Tax Bill.



## ID Check List

**If you are purchasing the property in your own name only, please provide:**

- One item from each box above in respect of yourself.

**If you are purchasing the property jointly with others, please provide:**

- One item from each box above in respect of yourself and all of the other individuals.

**If you are purchasing the property in the name of a UK Limited Company or LLP, please provide:**

- One item from each box above for the Bidder.
- A copy of the company's Certificate of Incorporation.
- One item from each box above for any individual with more than a 25% shareholding in the Company.
- For an LLP, one item from each box above for two designated members.

**If you are purchasing for an unincorporated business or partnership, please provide:**

- One item from each box above for the Bidder.
- One item from each box above for any other individuals involved with the purchase.
- One item from each box above for any individual with more than 25% of the capital, profit or voting rights.

**If you are purchasing on behalf of a Trust, please provide:**

- A copy of the Trust Deed
- One item from each box above in respect of those beneficial owners with more than a 25% interest in the Trust.
- One item from each box above in respect of two Trustees.
- One item from each box above in respect of the Bidder, if not a Trustee.
- One item from each box above in respect of the Settlor(s).

**If you are purchasing as an agent for the Buyer, please provide:**

- One item from each box above in respect of yourself acting as the Bidder.
- One item from each box above in respect of the Buyer.
- Written proof from the Buyer providing you with authority to act as their agent.

**If the Deposit and/or our Administration Fee is being paid from a source that is different from the Buyer/Bidder, please provide:**

- One item from each box above in respect of the provider of funds.

**If the capacity in which you propose to purchase is not shown above, or you wish to discuss any aspect of these requirements, please telephone the Auction Team before the auction on 020 8492 9449.**

**Note: We will undertake a 'Third Party' electronic identity verification on all ID supplied which may leave a 'soft footprint' on each individual's credit profile.**