

# BIDDING FORM



Please also sign and return the REVERSE side of this form and return to [cumbria@auctionhouse.co.uk](mailto:cumbria@auctionhouse.co.uk)  
**\*IMPORTANT - the name in which the form is completed and ID provided for is the name that will be entered onto the memorandum of sale if you are the successful bidder.**

AUTHORISATION FOR BIDDING IN PERSON, BY PROXY, TELEPHONE OR INTERNET    IN PERSON     INTERNET     PROXY     TELEPHONE

FULL NAME(S):  
AS THEY WILL APPEAR ON THE CONTRACT

NAME OF PURCHASING COMPANY (IF APPLICABLE):

OF (ADDRESS):

POSTCODE:

TIME AT ADDRESS:     EMAIL:

TEL:

I/WE ATTACH COPIES OF PHOTO ID:     PROOF OF ADDRESS:     NI NUMBER:

## PROPERTY AND BID DETAILS

I hereby authorise Auction House to bid on my behalf by proxy / telephone for the property details below. (delete if not applicable)  
I confirm that I have read and understood the General Conditions of Sale, Common Auction Conditions and have signed Terms & Conditions of bidding set out overleaf.

LOT NO:     PROPERTY ADDRESS:

MY MAXIMUM BID (PROXY BIDS ONLY) WILL BE: £

(AMOUNT IN WORDS)

## DEPOSIT (TICK AS APPLICABLE)

### OPTION 1

Proxy, telephone or internet bids

I attach a blank cheque to be completed by the Auctioneer if my bid is successful within which he will include £1,200.00 (£1,000.00 + VAT Administration Charge) plus Buyers Premium if applicable.

### OPTION 2

Proxy, telephone or internet bids

Pay by personal debit card  
 Pay by commercial debit card (1.9% fee applies)

CARD NUMBER:

VALID FROM:     EXPIRY DATE:

SECURITY CODE:

### OPTION 3

'In person' Bidders only

I will provide a:  
 Personal debit card  
 Commercial debit card (1.9% fee applies)  
 Cheque

At the contracts desk if I am the successful bidder

Made payable to: AUCTION HOUSE

## SOLICITORS

MY SOLICITORS ARE:

OF (ADDRESS):

POSTCODE:

TEL:     PERSON ACTING:

EMAIL:

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.  
I/we also agree for Auction House to carry out an Anti-Money Laundering check to confirm my/our identity in line with the Money Laundering Regulations 2007.

SIGNED:     DATE:

# TERMS AND CONDITIONS FOR BIDDING

ANYONE 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 (if not attending the auction) provide a cheque or card details for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form can be emailed to [cumbria@auctionhouse.co.uk](mailto:cumbria@auctionhouse.co.uk) or delivered to Auction House Cumbria, 59 Warwick Road, Carlisle CA1 1EE to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form has been received by Auction House Cumbria, this can be done by telephoning the office.
3. If you are not attending the auction, the prospective purchaser should provide their debit card details or a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser, for 10% of the purchase price (subject to a minimum of £5,000), admin fee of £1,200.00 (£1,000.00 + VAT) plus any applicable buyers premium or in 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 a proxy bidder, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
6. Auction House reserve the right not to bid on behalf of a proxy bidder, 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 proxy, telephone or internet bid is successful, the Auctioneer will sign the Memorandum of Sale 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 £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £1,200.00 (£1,000.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Cumbria. Payment can also be made by personal debit card or commercial debit card (1.9% fee applies).
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. 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. Prospective telephone and internet purchasers will not hold Auction House liable for any loss or claims relating to the telephone and internet 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 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 Auction House 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 agent, 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 Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if 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 and internet bids should they become disconnected during bidding or are unobtainable, Auction House 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:.....

Please sign this page and ensure the form overleaf is completed