Terms and Conditions for Bidding by Telephone or Proxy

1. A prospective purchaser wishing to make a telephone bid or proxy (a "Bidder") must complete sign and date the form. A separate form must be completed for each lot on which a bid is to be placed.
2. The form must be delivered to the Auctioneers at least 48 hours before the start of the Auction together with the appropriate payment as mentioned below.
3. Each form must be accompanied by a deposit payment of either:
   (a) 10% of the Bidder's maximum bid in the case of a bid by proxy; or
   (b) 10% of the Auctioneers' guide price for the property in the case of a bid by telephone. The deposit payment should be made by bankers draft. Cheques will only be accepted if given to the Auctioneers in sufficient time for them to clear through the banking system prior to the Auction.
4. In the case of a proxy bid the Bidder hereby authorises the Auctioneers and their staff to bid on his behalf as his agent up to the maximum amount of the authorised proxy bid. If successful; the Bidder will be notified as soon as possible. If the Bidder is successful at a figure which is less than the maximum of the authorised proxy bid the whole of the Bidder's deposit will be used as a deposit towards the purchase price. If the Bidder is unsuccessful the full amount of the Bidder's deposit will be refunded to the Bidder promptly after the Auction (without interest).
5. In the case of a telephone bidder the auctioneer's staff will attempt to contact the bidder by telephone before the lot in question is offered. If contact is made the bidder may compete in the bidding through the auctioneers' staff, however, if the telephone contact cannot be made the bidder hereby authorises the Auctioneers' staff to bid on his behalf up to the guide price for the lot in question. If the Bidder is successful at a price which is higher than the Auctioneers' guide price the Bidder must within 24 hours of the Auction provide the Auctioneers with additional funds to make the amount of his deposit equal to 10% of the purchase price. If the Bidder is successful at a price which is less than the guide price the whole of the Bidder's deposit will be used as a deposit towards the purchase price. If the Bidder is unsuccessful the full amount of the Bidder's deposit will be refunded to the Bidder promptly after the Auction (without interest).
6. If the Bidder is successful the Bidder hereby authorises the Auctioneers to sign the Memorandum of Agreement on his behalf.
7. The authority can only be withdrawn by notification in writing delivered to FSS at their office at least 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 Bidder's 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 and any successful Contract is binding on the Bidder.
8. The Auctioneers will not be liable for any failure to bid due to inadequate or unclear instructions being received or for any other reason. The Auctioneers have absolute discretion as to whether or not and in what manner to bid.
9. The Bidder shall be deemed to have read the 'Notice to all Bidders', the particulars of the relevant Lot in the Catalogue and the Common Auction 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 and of any addendum relating to the relevant Lot. The addendum can, and should, be checked by Bidders by telephone on the day of the Auction between 9.00 a.m. and one hour before the commencement of the Auction.
10. 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 FSS staff as empowered under the telephone/written authority. FSS have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
11. The receipt of a telephone or written 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 FSS shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
12. The auctioneer may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.
13. BUYERS ADMINISTRATION CHARGE
    The successful buyer will be required to pay the Auctioneers Buyers Administration Charge of £500.00 inc. VAT upon exchange of contracts for each property purchased. Cheques made payable to Feather, Smailes Scales.

Authorisation Form for bidders by Telephone or Proxy

Name:.....

Address: .....

.....

.....

Telephone Numbers: Business .....

Home.....

Mobile .....

I hereby authorise Feather Smailes Scales LLP ("the Auctioneers") to accept a bid on my behalf whether by proxy or telephone for the property referred to below subject to the Terms and Conditions for Bidding by Telephone or Proxy and published in the Auctioneers' catalogue and subject also to the General Condition of Sale and the Special Condition of Sale applicable and to any addendum produced at or prior to the Auction.

Address of Lot:.....

.....

Lot Number:.....

Maximum bid (proxy bid) £..... (figures)

Guide price (telephone bid).....

..... Pounds (words)

NB. The bid must be a definite specified amount. A bid which is expressed to be relative to any other bid will not be accepted.

I attach a cheque/bankers draft for 10% of the maximum bid (proxy bid) or guide price (telephone bid). If my bid is successful I confirm the Auctioneers are authorised to sign the Memorandum of Agreement on my behalf. I also enclose herewith my cheque for the sum of £500.00 administration charge inc. VAT which will be returned to me if I am unsuccessful in the purchase.

My solictors: .....

.....

Their reference is: .....

Their telephone number is: .....

Signed .....

Dated.....

Please return completed Authorisation Form to:
Feather Smailes Scales LLP
8 Raglan Street, Harrogate HG1 1LE
01423 501211

BACS Details:
HSBC Sort Code: **40-23-12** Account No: **51869817**
Please state your name and the property address as the reference.