



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 solicitors:

.....

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.



General Conditions of Sale

Introduction

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. This is the third edition and are reproduced with the consent of RICS. They are in three sections:

Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important Notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other document relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Glossary

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or reenacted by the date of the auction or the contract date (as applicable); and

Actual completion date

The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
- (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

Arrears schedule

The arrears schedule (if any) forming part of the special conditions.

Auction

The auction advertised in the catalogue.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

Auctioneers

The auctioneers at the auction.

Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer

The person who agrees to buy the lot or, if applicable, that person's personal representatives: if two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.

Catalogue

The catalogue to which the conditions refer including any supplement to it.

Completion

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

Condition

One of the auction conduct conditions or sales conditions.

Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

Contract date

The date of the auction or, if the lot is not sold at the auction: (a) the date of the sale memorandum signed by both the seller and buyer; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

General conditions

That part of the sale conditions so headed, including any extra general conditions.

Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

Lot

Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

Old arrears

Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price

The price that the buyer agrees to pay for the lot.

Ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.