

Online & Proxy Bidding Terms & Conditions

- I. A separate authority form must be completed for each Lot you wish to bid on and relevant payment details provided on page I of this form.
- 2. This form must be hand delivered, posted or emailed to our office. For telephone and internet bidding these need to arrive no later than 48 hours before the auction day and for proxy bidding these need to arrive no later than 24 hours before the auction day. It is the prospective buyers responsibility to contact Kivells by telephone in order to make sure all documents have been received. If your forms are not received within the deadline specified, then the Auctioneers are unable to process your bid.
- 3. Before completing this form the prospective buyer is deemed to have read the Important Information, the Particulars relating to the Lot you are bidding on, the Auction Legal Pack and the Addendum, which can be found on our website www.kivells.com or will be available on auction day. They are also deemed to have obtained any legal and professional advice regarding any queries they may have.
- 4. In compliance with Anti-Money Laundering legislation you are required to provide with this form two forms of identification. If you are bidding on someone's behalf identification is required for both the bidder and buyer. We will carry out an Anti-Money Laundering check and by signing this form you agree for this to be carried out. This may leave a soft footprint on your credit report but it should not affect your credit rating.
- 5. If bidding by Proxy, your maximum bid should be clearly stated and this is the figure the Auctioneer will bid up to on Auction day, however the Auctioneers cannot control the bids in order that your maximum price is the winning bid.
- 6. During any internet bids, the Auctioneers, Kivells will not take any responsibility for any loss of any services or disruptions to the internet and this therefore may affect your bidding process.
- 7. If you are bidding by telephone, a staff member of Kivells will attempt to contact you prior to the appointed Lot being offered. If contact cannot be established, the Auctioneers will be unable to bid on your behalf. However, if contact is established but the line is experiencing disruptions or if clear instructions are not received or there is any confusion with regards to the bid then the

Auctioneer's will cease bidding on your behalf.

- 8. The Auctioneers reserve the right to withdraw any telephone, proxy or internet bids if for whatever reason they have any doubts with regards to the bid.
- 9. If your bid is successful, the 10% deposit subject to a minimum of £2,000, together with the administration fee will be payable immediately and will be taken from the advance payment you made to bid online.
- 10. If your bid is successful, the Auctioneers will sign the Contract / Memorandum of Sale on your behalf and then you will be a fully bound buyer and must complete within the specified timescale.
- II. If you wish to withdraw your bid, the Auctioneers require written notification 24 hours prior to the auction. It is your responsibility to obtain receipt that this notification as been received.
- 12. If the prospective buyer decided to attend the Auction and cancellation of the remote bid is not received, the remote bid is still in place and the Auctioneer will not take responsibility if you are therefore bidding against your own remote bid.
- **13.** The Auctioneers or the Seller hold the right to withdraw or sell prior to Auctioning the Lot, even if a remote bid has been received and processed.
- **14.** The auctioneers may relay that a remote bid has been received to the Seller, however the amount will remain confidential.
- 15. Guide prices given are indications within 10% upwards or downwards of where the reserve price may be set at the time of going to print. Please note they are not an indication of the anticipated sale price or valuation.

The reserve price is the minimum price at which the property can be sold.

Both the guide price and reserve price may be subject to change up to and including the day of the auction.

For unsold properties after an auction an Available price may be listed. This is the price that the seller(s) are looking for post auction, subject to contract and no higher offers, and has no relation to the guide prices listed prior to the auction sale.