

REMOTE BIDDING FORM FOR TELEPHONE OR PROXY BIDS

1. I hereby authorise and instruct Landwood Property Auctions to bid on my behalf in accordance with the attached terms and conditions and I understand should my bid be successful the offer will be binding upon me. If bidding by telephone, I will give instructions to Landwood Property Auctions whilst the lot is being offered at the Auction.
2. If choosing telephone bidding by ticking the box below, I authorise Landwood Property Auctions to bid on my behalf up to and including the maximum amount stated in the event that they cannot make or maintain telephone contact.

PLEASE TICK ONE METHOD OF BIDDING:

Telephone

Proxy

MAXIMUM AMOUNT £

(figures)

(Words)

Tick to certify you authorise Landwood Property Auctions to bid as per point 2 above.

LOT NUMBER

ADDRESS: _____

BIDDERS DETAILS:

NAME(s): _____

ADDRESS: _____

POSTCODE: _____

EMAIL: _____

TELEPHONE: _____

MOBILE: _____

SIGNED: _____

DATE: _____

PURCHASER DETAILS (If different from above):

NAME(s): _____

ADDRESS: _____

POSTCODE: _____

EMAIL: _____

TELEPHONE: _____

MOBILE: _____

SIGNED: _____

DATE: _____

SOLICITORS DETAILS:

NAME(s): _____

ADDRESS: _____

POSTCODE: _____

EMAIL: _____

TELEPHONE: _____

MOBILE: _____

IMPORTANT NOTICE: ONLY FORMS SUBMITTED WITH PAYMENT OF THE DEPOSIT AND BUYERS ADMINISTRATION FEES, TOGETHER WITH FULL AML ID WILL BE CONSIDERED.

Terms and Conditions for Remote Bidding

1. By asking to be allowed to participate as a Remote Bidder you confirm your full agreement to all of these Terms and Conditions.
2. Only Bidders who have used the Remote Bidding Form can be authorised to Bid. Failure to complete or sign the Form will entitle us to disregard your bid. We can also refuse to accept Telephone, Internet or Proxy bidding requests at our absolute discretion without giving reasons.
3. Only Bidders who have complied with the following will be authorised to Bid, unless otherwise at our sole discretion without giving reasons.

The proposed Bidder must have:

- (i) Returned a correctly filled, completed and signed Remote Bidding Form by 1pm on the day before the Auction.
 - (ii) Provided satisfactory ID that complies with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, for all parties involved have been submitted, i.e. Bidder, Purchaser if different and Beneficial Owner if applicable. We may also require ID for any party who makes payment of the Deposit if not the Bidder, Purchaser or Beneficial Owner.
 - (iii) Made cleared payment of the Bidders Security Deposit (as defined in the Terms and Conditions for bidders listed at www.landwoodpropertyauctions.com): Normally this is £5,000 unless specified otherwise on the property particulars.
4. It is the Bidder's responsibility to contact us to check to see if you are authorised to bid.
 5. No alteration to the Remote Bidding Form will be accepted once it has been submitted. To avoid any confusion we require you to submit a new Remote Bidding Form where any alterations are required.
 6. Any instructions to withdraw a Proxy Bid, or where you authorise us to bid up to a stated maximum amount on a Telephone Bid in the event we cannot contact you on the day, or contact is subsequently lost whilst bidding is underway must be in writing. It is your responsibility to check that we have received those instructions and we cannot guarantee to act on any instructions received after 5pm on the day before the Auction.
 7. You accept that you are deemed to be aware of and bid with full knowledge of the Conditions of Sale, Our Extra General Conditions of Sale, any Special Conditions, The Legal Pack, The Auctioneer's Notice of Important Information For Bidders, any Addendum and any Pre-Auction Announcements made by the Auctioneer that are applicable to the Lot. It is your responsibility to be aware of such matters and we will not be held responsible for any loss, costs or damages incurred as a result of your failure to make yourself aware of such matters.
 8. Where we are Bidding and we are not getting real time instructions from you (the situations outlined in Clause 6 above) you appoint us to act as your Agent and you authorise us to bid for the Lot on your behalf up to (but not in excess of) your stated maximum amount in whatever manner we, in our absolute discretion, think fit.
 9. If your Bid is successful you authorise us to sign the Sale Memorandum on your behalf.
 10. The name entered onto the Contract and Sales Memorandum will be the Purchaser named on the Remote Bidding Form, or the Bidder named if these details are left blank. Please note that changes may not be made without the Seller's prior consent once a bid is successful. References to 'nominees', 'associates' or similar are unacceptable.
 11. If you are the successful Bidder you undertake to immediately pay by cleared funds the balance of any shortfall in the Deposit.
 12. If you are unsuccessful on the next business day we will instruct our Bank, or Card Payment Merchant Service Provider, to return any funds paid for the Deposit and Buyers Administration Fee to the same source and in no circumstances will we make refunds to any other party than that who made the original payment. Any credit card charges stated on the Remote Bidding Form will not be refunded and if we are refunding onto a card there may be a delay of up to 3 to 5 days for the funds to clear into your account. Note that funds once received from our Card Payment Merchant Service Provider, or if payment is made direct to us are held in our client account: Name- LWA Manchester Limited Client account, Account Number – 60053732 Sort Code - 20 18 23.
 13. We shall not be obliged to account to you for any interest accruing on any Deposit or Buyer's Administration Fee you provide in respect of any Remote Bid whether or not you are the successful bidder.
 14. Please be advised that we may retain copies of any documentary evidence of ID provided and any personal data supplied will be processed only for the purposes of preventing money laundering or terrorist financing or as permitted under section 40 & 41 of the Money Laundering Regulations. This information may be kept on file for a minimum of 5 years.
 15. This is a free service and whilst we will make all reasonable efforts to provide these Remote Bidding services at the Auction we cannot guarantee that they will be available.
 16. We and any of our employees will not be held responsible or liable for any loss, cost, claim, demand or damage that you may incur as a result of the services not being available, or becoming interrupted or as a result of;
 - any change in the time, date and venue of the Auction
 - lack of clarity of instructions
 - a failure on your part to check any changes or withdrawal of instructions made after 5pm on the day before the Auction have been received
 - error, lack of clarity or confusion regarding the Remote Bidding Form, the Deposit or required ID to comply with anti-Money Laundering Legislation
 - Bidders becoming disconnected during bidding or are being unobtainable when we attempt to contact them
 - A Bid being made late or in error
 - A Bidder's failure to carry out appropriate Due Diligence and/or obtain their own independent professional advice in respect of any Lot
 - A Bidder not being aware of any late changes to the Conditions of Sale, Our Extra General Conditions of Sale, any Special Conditions, The Legal Pack, The Auctioneer's Notice of Important Information For Bidders, any Addendum and any Pre-Auction Announcements made by the Auctioneer that are applicable to the Lot
 - for any other reason whatsoever beyond our control