

Registration Form for Bidding by Proxy

If you are unable to take part in the online bidding process but would like to pursue a particular property, you can instruct us to bid by proxy on your behalf by completing the details below

**PLEASE COMPLETE AND RETURN THE FORM
BELOW TO REGISTER FOR PROXY BIDDING**

Forms should be sent to Mark Jenkinson & Son,
8 Norfolk Row, Sheffield S1 2PA
Or emailed to auctions@markjenkinson.co.uk

PROPERTY AND BID DETAILS

Date of Auction:

Lot No:

Property Address:

Maximum Bid* (numbers): £

..... (words): £

*(*the bid must be a definitive figure)*

PAYMENT DETAILS

Method of Payment of deposit (please fill in appropriately)

Enclosed is a cheque or bankers draft for the 10% deposit £ + £900 admin fee payable to

Mark Jenkinson and Son or

I will be paying the 10% deposit £ + £900 admin fee by bank transfer.

No later than 12 noon on the day before the auction to Mark Jenkinson and Son

BANK DETAILS – NATWEST: SORT CODE 54 41 47 ACCOUNT NUMBER: 24307181

BIDDER'S DETAILS

Bidder Name(s):

Address:

Postcode:.....

Home Tel:

Business Tel:.....

Mobile Tel:

Email Address:

Please tick the number you would prefer us to call you on. If we cannot contact you on your preferred number we will try you on the other numbers you have provided to us.

SOLICITOR'S DETAILS

Firm's Name(s):

Person Acting:

Address:

Postcode:.....

Tel:

I hereby authorise Mark Jenkinson & Son to bid on my behalf by proxy for the property detailed above in accordance with the Terms on the reverse of this Form. If my bid is successful I authorise Mark Jenkinson & Son to sign the Memorandum of Sale and any Addendum on my behalf. I understand that this means that I will be fully bound to purchase the property and must complete the purchase within the time specified in the Conditions of Sale. I further understand that if I fail to complete the purchase of the property, the seller of the property will have a right to make a claim against me for breach of contract.

Signature of Bidder: **Date:**

For terms for bidding by proxy please see our website

Terms for Bidding by Proxy

These Terms and Conditions apply to You and You will be bound by them if You bid by proxy.

Addendum Any amendment or addition to the General and Special Conditions of Sale whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the Auction.

Auction the auction of the lot number referred to on the front of this Form.

Auction Catalogue the catalogue to which the Conditions of Sale refer to.

Conditions these Terms and Conditions.

Conditions of Sale the common auction conditions for auctions of real estate in England and Wales, edition 3, August 2009 and published by the Royal Institute of Chartered Surveyors and the special conditions that relate to the Lot.

Cut off Point

Form the document which comprises these Conditions.

Lot the lot attaching to the lot number referred to on the front of this Form

Memorandum of Sale The form so headed (whether or not set out in the Auction Catalogue) in which the terms of the contract for the sale of the Lot are recorded.

Property the property which is the subject of the Auction and which is identified by the Lot number on the front of this form.

We, Us, Our Mark Jenkinson & Son. Our office address is: 8 Norfolk Row, Sheffield, South Yorkshire S1 2PA.

You, Your the person who entrusts Us to act on their behalf in respect of the Auction and whose details are written on the front of this Form.

1. THE FORM

- 1.1 This form must be fully completed, signed and dated by You and sent by post or delivered by hand to 8 Norfolk Road, Sheffield, South Yorkshire S1 2PA.
- 1.2 When You submit this Form to Us this will be an offer by You to engage Us to bid for the Lot on your behalf in accordance with these Conditions.
- 1.3 The offer will only be accepted by Us when we provide You with confirmation by telephone or email that we have received and accepted this Form. At that point You will have instructed Us and We will have accepted Your instructions to bid for the Lot on Your behalf in accordance with these Conditions.
- 1.4 The Form must be received by us not less than 24 hours prior to the start of the Auction together with the deposit payment referred to in Clause 3.
- 1.5 A separate form should be completed for each Lot for which You require Us to bid on Your behalf.
- 1.6 We do not charge You a fee for bidding on Your behalf by proxy. As such any liability We have to You is limited to the extent We have acted in a negligent or fraudulent manner.
- 1.7 We reserve the right to refuse Your instructions to act on Your behalf to bid by proxy. We may tell You why We have refused Your instructions but We are not obliged to do this.

2. BIDDING CONDITIONS

- 2.1 In respect of any Lot and the Property which is the subject of that Lot We will assume that You have (and it is strongly recommended that You have):
 - 2.1.1 fully inspected the Property and You are satisfied with and understand the Memorandum of Sale, Auction Catalogue, Conditions of Sale and any Addendum made up to and including the date of the Auction;
 - 2.1.2 taken all necessary professional and legal advice;
 - 2.1.3 made all appropriate enquiries, searches, surveys and inspections;
 - 2.1.4 made yourself aware of any late changes in respect of the Auction, the Property and any information made available by the auctioneer in respect of the Property.
- 2.2 You are responsible for checking any relevant alterations to the Auction Catalogue, Memorandum of Sale, Conditions of Sale and any Addendum, on or before the date of the Auction.

- 2.3 We do not charge any fees for bidding by proxy or telephone on Your behalf. Therefore, we cannot accept any responsibility or liability to You if You do not follow the recommendations We make in these Conditions.

3. THE DEPOSIT

- 3.1 Each Form must be accompanied by a deposit payment made payable to Mark Jenkinson & Son, which represents the greater of either:
 - 3.1.1 10% of the maximum bid You are prepared to make; or
 - 3.1.2 £1,500 which represents the minimum deposit we accept despite any special condition in the Conditions of Sale to the contrary.
- 3.2 The deposit payment must be paid in pounds sterling by cheque, banker's draft drawn from an approved financial institution such as a recognised bank, building society or bank transfer.
- 3.3 If You wish to pay the deposit by bank transfer You must do so before the Cut off Point.
- 3.4 If You provide Us with a cheque this will be treated as a warranty (promise) by You that You have adequate funds in Your account to meet the full amount of the deposit.
- 3.5 If the Property is sold for a figure which is less than Your maximum bid, and You are the successful purchaser, the deposit payment You have provided to Us will be used in full as Your deposit towards the Property.
- 3.6 The deposit will be held by Us as stakeholder on Your behalf. If Your bid is unsuccessful at the Auction, the banker's draft, cheque or bank transfer will be returned to You or destroyed (at your instruction) within 2 days.

4.0 PROXY BIDS

- 4.1 We will bid on Your behalf during the Auction up to the maximum bid you authorise Us to make, as detailed on the Form.
- 4.2 You will be informed as soon as is practicable.

5. WITHDRAWAL OF PROXY

If You wish to withdraw the bid or to attend the Auction to bid Yourself, then You must notify Us in writing or in person by the Cut off Point. If You do not do this We cannot be liable to You for any consequences of Us bidding by proxy on Your behalf.

6. THE CONTRACT

If Your proxy/telephone bid is successful Your purchase will become subject to and bound by the terms in the Memorandum of Sale, Auction Catalogue, Conditions of Sale and any Addendum. We will sign these documents where necessary on Your behalf.

7. DISCLOSURE OF BIDS

We act on behalf of sellers of properties at auctions. We operate so that at no time will the seller of a property be aware of any bids or maximum bids We have been authorised to make by proxy or telephone and the information You supply to Us will at all times be treated with complete confidentiality and integrity. If You would like more information as to how We operate on this basis, then please do not hesitate to ask.

8. AUCTIONEER'S LIABILITY

- 8.1 We will do Our utmost to conform with Your instructions but will accept no liability whatsoever towards You in the event that Your bid is not made as a result of:
 - 8.1.1 unclear instructions;
 - 8.1.2 error, lack of clarity or confusion regarding this form or the deposit;
 - 8.1.3 any change in the data, time and/or venue for the Auction;
 - 8.1.4 interruption or suspension of telephone services;
 - 8.1.5 You being unobtainable by telephone or becoming disconnected during the course of bidding; and/or
 - 8.1.6 Any other factor beyond Our control.
- 8.2 In any such case We shall not be held responsible or liable for any loss, cost, claim, demand or damage that You may incur as a result.

JANUARY 2018