

**1. THE FORM.** The adjacent form must be fully completed, signed and dated by the prospective purchaser (referred to below as "The Bidder") and delivered to Westcountry Property Auctions (referred to below as "The Auctioneer"), to be received not less than 24 hours prior to the start of the auction together with the appropriate payment. A separate form should be completed for each lot for which a Bidder requires the Auctioneer to bid.

**2. PROOF OF IDENTITY.** To adhere to the requirements of the Money Laundering Regulations, either the originals or copies certified by a Solicitor or a member of Countrywide and sent to the Auctioneer's with this form, as follows:

**Personal Identification** – Either  
 Current Signed Passport or  
 Current UK Driving Licence or  
 Inland Revenue Tax Notification or  
 Fire Arms Certificate  
**Evidence of Address** – Either  
 Public Utility Bill issued within the last three months or  
 Local Authority Tax Bill or  
 Bank, Building Society or Credit Union Statement containing current address or  
 The most recent original Mortgage Statement or  
 Current UK Driving licence (if not used as an identity document).

**If you are buying on behalf of a third party, Company or anyone other than yourself - please contact the Auctioneer now prior to completing the form.**

**3. THE DEPOSIT.** Each form must be accompanied by a deposit payment which represents either:  
 (a) For proxy bids - 10% of the bid or £2,000, whichever is the higher;  
 (b) For telephone bids - 10% of the maximum guide price for that property or £2,000, whichever is the higher.  
 Plus £800 inclusive of VAT (being the administration charge).  
 Payment shall be by Building Society Cheque, Solicitors Client Account Cheque or a Bankers Draft. If a personal cheque is used this must be in the hands of the Auctioneer five working days prior to the auction to enable them to obtain express clearance of the cheque.  
 With proxy bids, if the property is purchased at a figure less than the amount of the bid the payment will be used in full as a deposit. If, with a telephone bid, the purchase price is higher than the guide price, then a balancing amount will be required from the purchaser to make the deposit to the required figure. If the purchase price is less than the guide price, then the payment will be used in full as a deposit.  
 In the event that the bidder is unsuccessful, the full amount of the deposit will be promptly refunded.

**4. PROXY BID.** The Auctioneer or his staff will compete in the bidding up to the maximum of the authorised Proxy Bid. If successful, the purchaser will be informed as soon as is practicable. The bid is binding on the bidder up to 5pm on the day of the Auction to allow for the possibility of unsold lots that the Vendor agrees to sell post auction at a figure below the reserve price.  
 Where two equal bids are made by two separate bidders, the first bid received will take preference.

**5. TELEPHONE BID.** A member of the Auctioneer's staff will attempt to contact the Bidder by telephone prior to the lot concerned being offered for sale. If contact is made then the Bidder may compete in the bidding through the Auctioneer's staff or the Bidder's agent.  
 If it is impossible to obtain telephone contact or the link breaks down, the Auctioneer is authorised to continue to bid on behalf of the Telephone Bidder up to the Guide Price for that property.

**6. THE CONTRACT.** At auction a contract is created at the fall of the Auctioneer's hammer. If a bid is successful therefore, the Auctioneer is authorised to sign the Memorandum of Agreement located in the catalogue on behalf of the Bidder.

**7. DISCLOSURE OF BID.** The amount of any proxy or telephone bid will not be disclosed to the Vendor or any other party except senior members of the Auctioneer's staff.

**8. CHANGE OF MIND.** If the Bidder wishes to withdraw the bid or wishes to attend the auction to bid himself, then it is the Bidder's responsibility that the Auctioneer for the day is informed personally before the lot in question is offered for sale.

**9. AUCTIONEER'S LIABILITY.** The Auctioneer will do their utmost to conform with the instructions of the Bidder but will accept no liability whatsoever for any bid not being made on behalf of the Bidder, whether through lack of clarity of instruction or any other reason.

**10. PLEASE RETURN FORM TO:**  
**WESTCOUNTRY PROPERTY AUCTIONS**  
**44 ROLLE STREET**  
**EXMOUTH, DEVON EX8 2SH**

**11. PERSONAL RECORD.**  
 Lot No. ....  
 Proxy Bid £ .....  
 Maximum Telephone Bid £ .....  
 Date Sent .....  
 Amount of deposit £ .....

## TERMS & CONDITIONS FOR BIDDING BY PROXY OR BY TELEPHONE



**1**

**of Address:**  **Postcode:**

**Home Tel:**

**Mobile Tel:**

Hereby authorise Westcountry Property Auctions to bid on my behalf whether by proxy or by telephone for the property detailed below. I confirm that I have carefully read and understand the General Conditions of Sale and the Conditions for Bidding by Proxy or Telephone, both contained in this catalogue, and the Special Conditions of Sales for the property concerned.

THIS IS A:  
 PROXY BID  
 TELEPHONE BID  
 Place 'X' in correct box

**PROPERTY AND BID DETAILS**

**Lot No:**  **Address:**

**MAXIMUM BID (PROXY BIDS ONLY)**  £

**(NOTE: The bid must be a definite figure ending either in £000, £250, £500 or £750)**

**Words**

I attach my cheque for 10% of my proxy bid or in the case of a telephone bid, 10% of the guide price or the highest of the guide prices, where there is a range, or £2,000, whichever is the greater, plus £800 (inclusive of VAT) administration charge.  
 I also enclose copies of documents confirming my identity and giving evidence of my address.

**My cheque of £**  **is made payable to Westcountry Property Auctions**

**My Solicitors are:**

**of (Address):**  **Postcode:**

**Tel:**  **Person Acting:**

If my bid is successful I FURTHER AUTHORISE the Auctioneer to sign the Memorandum of Sale on my behalf and as such, I recognise that I will then be the fully bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General Conditions of Sale

**Signed:**  **Date:**

**'DATA PROTECTION ACT.** We will keep your personal data on file and may pass these onto other organisations which are part of or connected with the Countrywide Group who may wish to offer you financial or property related services. If you do not want this service please tick here [ ]

## AUTHORISATION FOR BIDDING BY PROXY OR BY TELEPHONE