

Nicholas James

SALES LETTINGS AUCTIONS

TERMS AND CONDITIONS
FOR PROXY, TELEPHONE
AND INTERNET BIDDING

Terms and Conditions for Proxy, Telephone and Internet Bidding

You must complete the online bidding form in order to bid. A new bidding form must be completed for each auction.

The bidding form must be submitted to Nicholas James Auctions Limited (the Auctioneer) 24 hours prior to the start of the auction. No applications will be accepted after the registration deadline.

The Auctioneers are unable to process your application if you fail to provide the required identification documents.

The Auctioneers reserve the right to refuse a bidder's registration form.

By registering to bid, you agree to pay the 10% deposit (minimum £3,000) and the £1,200 (inclusive of VAT) contract fee within 24 hours of the auction close time, should you be the successful purchaser. The deposit and contract fee are to be paid by electronic bank transfer. Details will be provided to you if you are successful.

By registering to bid, you confirm you have read and understood the important information relating to the property you are bidding on, including the legal pack, Common Auction Conditions and Addendum, and have taken the required legal and professional advice prior to bidding. Information can be found on our website, www.nicholasjamesproperty.co.uk.

You confirm you are aware of the conditions set out in the Common Auction Conditions.

You will receive an email confirming you have successfully registered to bid. If you have not received this email 24 hours in advance of the auction, it is your responsibility to contact Nicholas James Auctions Limited to confirm your registration has been successful.

If there are any changes to the lot you are bidding on, an Addendum will be sent to you on the day of the auction by email. You agree to carefully read the Addendum and bid according to the revised information.

If a major change has been made to the lot you are bidding on, we will use our best endeavours to contact you personally by telephone and/or email. If we cannot contact you to confirm the major change, we reserve the right to refuse your bid.

In compliance with Anti Money Laundering Regulations, you are required to provide two forms of identification. If you are bidding on behalf of someone else, we require ID for both the bidder and the buyer. If you are bidding on behalf of a company, you will need to provide your company registration documents, company number and ID documents for the majority shareholder/s.

By registering to bid, you agree to the Auctioneer confirming your identity, using the information supplied, via an electronic database. This is not a credit check.

If bidding by Proxy, you must state your maximum bid price for each property you wish to bid on in words and numbers. Bids will be placed on your behalf up to your maximum bid, each of which will be binding.

Where two equal bids are made by two separate Proxy bidders, the first bid received will take preference.

If you wish to cancel your Proxy bid prior to the auction, it is your responsibility to ensure we are clearly informed of your decision. We take no responsibility if you are unable to contact us prior to the start of the auction.

If you are bidding by Telephone, we take no responsibility for any loss of connection prior to or during the auction. Each telephone bid we submit on your behalf will be binding.

Telephone bids will be taken on a first come, first served basis. By submitting a Telephone bid request, the Auctioneers are under no obligation to accept the bid if there are no telephone lines available on the day of the auction.

Online bidding will require an additional pre-registration with the providers of the bidding service, Essential Information Group (EIG). The Auctioneers and EIG take no responsibility for the quality of internet connection on the day of the auction. If you have doubts over your internet connection, please make arrangements to bid by Proxy or Telephone.

The bidder agrees the Auctioneers and EIG will not be held responsible for any bid that fails to be received, is delayed or made in error. Any Internet bid received is binding.

There is no charge for any of our Proxy, Telephone or Internet bidding services. You will only become responsible for the contract fee if you are the successful bidder.

The Auctioneers have the right to refuse any Proxy, Telephone or Internet bid.

Where duplicate bids are made, the Auctioneers decision on which bid to accept is final.

If your bid is successful, the Auctioneers will sign the Memorandum of Sale on your behalf, and you will be bound by the terms of the Common Auction Conditions and Special Conditions of Sale. You must complete the sale within the timeline provided.

The Auctioneers and the sellers reserve the right to withdraw or sell a property prior to auction, even if a remote bid has been received and processed.

The Auctioneers may relay to the seller that a remote bid has been received however the amount of any bid will remain confidential.