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## TERMS AND CONDITIONS FOR INTERNET, TELEPHONE AND PROXY BIDDING



THESE TERMS AND CONDITIONS APPLY TO THE BIDDER AND BUYER (IF DIFFERENT) AND YOU WILL BE BOUND BY THEM SHOULD YOU BID BY INTERNET, TELEPHONE OR PROXY. YOU MUST COMPLETE YOUR REGISTRATION NO LESS THAN 48 HOURS PRIOR TO THE AUCTION. FOR TELEPHONE BIDDERS WE HAVE A LIMITED NUMBER OF LINES AVAILABLE SO YOU ARE ADVISED TO REGISTER AS SOON AS POSSIBLE.

1. A prospective buyer should fill in the appropriate bidding form and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective with the registration rejected by the Auctioneer. Instructions must be clearly stated on the bidding form. Any error or confusion on the instructions received may result in the auctioneer disregarding the bid.
  2. The bidder must complete a separate authority form for each Lot they wish to bid on and provide a separate pre-authorisation charge to their debit or credit card for the deposit and admin fees.
  3. Maximum bids must be for an exact figure. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective bidder.
  4. All completed bidding forms must be either uploaded or delivered to the auctioneer at City & Rural Property Auctions, 1 High Street, Keynsham, Bristol BS31 1DP with copies of all relevant bidders / buyers identification prior to the start of the relevant auction. It is the bidders responsibility to ensure the forms have been received by calling 0117 9464949 or emailing [post@crauctions.co.uk](mailto:post@crauctions.co.uk).
  5. Successful bidders must pay a deposit of 10% of the maximum bid or £5,000 whichever is the greater (or as otherwise stated in the Special Conditions). The successful bidder will be required to pay the Auctioneers a Buyer's Administration Charge of 0.3% of the purchase price subject to a minimum fee of £1,500 upon exchange of contracts for each property purchased (cheques made payable to City & Rural Property Auctions) as well as any additional buyers premiums as detailed on the auctioneers website.
  6. Remote bidders will be required to pre-authorise (on a credit or debit card) the amount of £6,500 prior to the auction comprising a £5,000 contribution towards the deposit plus the Auctioneers Buyer's Administration Charge of £1,500. If the bidder fails to authorise their card, City & Rural Property Auctions will not authorise the remote bid, unless specifically agreed otherwise by all relevant parties.
  7. Receipt of any balance of the deposit and buyers administration charge on successful bids must be received within 24 hours of the fall of the gavel. If the successful bidder fails to provide the required deposit and buyers administration charge, then City & Country Property Auctions and/or their seller reserves its rights to repudiate the sale and sell the property to another buyer and/or pursue the winning bidder via all legal means necessary for the deposit and the buyers administration charge and any associated losses and interest as applicable.
  8. We are required to identify bidders, buyers and payers in accordance with the Money Laundering, Terrorist Financing & Transfer of Funds (information on the payer) Regulations 2017 (as amended). You are required to provide TWO forms of Identification for all beneficial owners, bidders or anyone paying the deposit on your behalf. By signing this agreement, you authorise City & Rural Property Auctions to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
  9. The winning bidder is the contractual purchaser unless they notify City & Rural Property Auctions of a change in purchaser details and that purchaser/s completes all necessary ID verifications to meet our Money Laundering obligations within 24 hours of the fall of the hammer. For the avoidance of doubt, should the proposed purchaser not meet the above requirements, the winning bidder is contractually obliged to purchase the property.
  10. The auctioneer, in accepting remote bids, acts as agent for the prospective bidder/buyer who shall be considered to have authorised the auctioneer on the basis of all relevant conditions of sale and any amendments to the auction particulars. In the event of the prospective buyer's bid being successful, the auctioneer or any duly authorised partner or employee of City & Rural Property Auctions is authorised by the bidder and buyer to sign any Memorandum of Sale or Sale Contract relating to the property concerned incorporating any addendum.
  11. The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
  12. In the event that another bidder makes a bid equal to the maximum bid the remote bidder is prepared to make, the auctioneer reserves the right to accept either bid at their own discretion.
  13. The auctioneer accepts no responsibility for failure of telecommunications or internet connections in respect of a telephone or internet bid, or any delays in the postal system if a bidding form is sent through the post.
  14. Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
  15. Successful bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale. Unsuccessful bidders deposits will be returned or where your card has been pre-authorised, unsuccessful bidders funds will be lifted 48 hours post-auction (in some cases it can take between 5-10 business days depending on how your bank processes payments).
  16. Should the property be knocked down to the remote bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, only the deposit required will be used and any excess returned to the bidder, if relevant.
  17. Remote bidders are deemed to be making their bid with full knowledge of an in accordance with the Common Auction Conditions, Extra Conditions, Special Conditions of Sale, Addendum and the Important Notice for Prospective Buyers in the catalogue. In particular, bidders are deemed to have carefully checked the Special Conditions of Sale for any additional costs and fees payable to the seller that may be detailed therein. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day of the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction
  18. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
  19. The successful buyer and/or bidder will be jointly and severally liable to pay City & Rural Property Auctions any buyer's premium referred to in the Auction Catalogue.
  20. The prospective buyer may, in writing only, at any time up to the commencement of the auction withdraw the Auctioneer's authority to bid or make alterations to their Remote Bidding Form. It is the prospective buyer's responsibility to ensure that the Auctioneer personally receives such instructions and the prospective buyer should check to ensure such instructions have been received. Any withdrawal or alterations to the Remote Bidding Form should be emailed to [post@crauctions.co.uk](mailto:post@crauctions.co.uk).
  21. The Auctioneers may relay to the Seller that a remote bid has been received. However, the amount will remain confidential between the auctioneer and the bidder.
  22. City & Rural Property Auctions reserve the right to refuse to accept any Internet, Telephone or Proxy bids without assigning reason thereto. We reserve the right not to bid on behalf of an Internet, Telephone or Proxy bidder should there be any error, confusion (either apparent or otherwise) in respect of the instructions or accompanying deposit payment/pre-authorisation charge and identification documents.
  23. The Auctioneers or the Seller hold the right to withdraw or sell prior to Auction the lot, even if a remote bid has been received and processed.
  24. The provision of an online remote bidding service is not guaranteed. The prospective buyer accepts that access to the Essential Information Group services (whether the website, via the auctioneer's site (if applicable) or the services or access to a particular lot) may be withdrawn or interrupted at any time. Remote bidders must make alternative provision for making bids prior to the sale and must not rely on and are not entitled to rely on the services (whether the website or the services) or the use of the auctioneer's site to make bids. Such services and sites may not be continuous and may be interrupted by factors within or outside our control.
  25. The website and remote bidding services are provided free of charge by the Essential Information Group and City & Rural Property Auctions 'as is' and 'when is' available only. City & Rural Property Auctions and the Essential Information Group shall have no liability where a bid fails to be received by the Auctioneer or is delayed, or where the bid is made in error for whatever reason.
  26. The auctioneer will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer for any reason whatsoever. Prospective buyers will not hold City & Rural Property Auctions liable for any loss or claims relating to the remote bidding system.
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