

Telephone, internet and absentee bidding

Registration form

Lot details

Date of Auction	Lot Number		
<input type="text"/>	<input type="text"/>		
Address of Lot			
<input type="text"/>			
<input type="text"/>			
Please tick as applicable	Proxy <input type="checkbox"/>	Telephone <input type="checkbox"/>	Internet <input type="checkbox"/>
Maximum Bid Price (if Proxy bid)	(in words)		
<input type="text"/>	<input type="text"/>		

Bidder

Name and contact details of the bidder *(This is the individual who has made the successful bid for the lot)*

Address

Post code

Contact telephone number

Mobile

Contact email

See T&C's over for ID requirements.

Buyer

Name and contact details of the buyer *(The company, individual or other body who will be the owner of the lot)*

Address

Post code

Contact name

Contact telephone number

Mobile

Contact email

See T&C's over for ID requirements.

Conveyancer

Name and contact details of the buyer's conveyancer

Address

Post code

Contact name

Contact telephone number

Contact email

Signed

Signature of the bidder	Date
<input type="text"/>	<input type="text"/>
Cheque for 10% deposit (£)	Payable to Acuitus
<input type="text"/>	<input type="text"/>

Telephone, internet and absentee/proxy bidding

Terms & Conditions

- The **Bidder** appoints **Acuitus** as agent and authorises **Acuitus** to bid for the relevant **Lot** on behalf of the **Bidder** in such manner as **Acuitus** thinks fit in its absolute discretion. The **Bidder** may withdraw **Acuitus's** authority to bid if the withdrawal is in writing and is received by the **Auctioneer** before the **Auction** commences and the **Auctioneer** confirms to the **Bidder** in writing that the withdrawal instruction has been received.

These terms and conditions apply to **You** and **You** will be bound by them if **You** bid by telephone, via internet or absentee/proxy.

Definitions used in these terms & conditions:

Acuitus means Acuitus Limited (company registration number 7105769)

Approved Financial Institution has the same meaning as in the RICS Common Auction Conditions Edition 3 August 2009.

Auction means the Acuitus commercial auction to be held at the time and place and on the date advertised in the auction catalogue in which the Lot appears.

Auctioneer means the Acuitus auctioneer having conduct of the Auction.

Bidder means the party bidding for the Lot and who acts as agent for the buyer and guarantees the performance of the buyer under the Conditions of Sale.

Business Days has the same meaning as in the RICS Common Auction Conditions Edition 3 August 2009.

Buyer means the person, firm or company identified on the Registration Form who agrees to buy the Lot.

Conditions of Sale means the auction conduct conditions together with the general conditions of sale, any special conditions of sale and any addenda that are applicable and/or relevant to the Lot.

Deposit Excess means the amount by which the sum you have paid in respect of a deposit for the lot exceeds the contractually required deposit as calculated in accordance with the Conditions of Sale.

Lot means the property for which you bid remotely at the Auction and bearing the catalogue lot number for which you have entered on the Registration Form.

Maximum Bid Price means the maximum price that you wish to bid for the Lot. This must be shown exclusive of any VAT that may be applicable.

Registration Form means the registration form for telephone, internet and absentee/proxy bidding in the Auction catalogue and also available to download from Acuitus website at www.acuitus.co.uk.

Seller means the person selling the lot.

You and **Your** means the person identified on the Registration Form as the bidder being someone who bids by remote means at the Auction whether by proxy or by telephone or via the internet.

VAT means value added tax or any other tax of a similar nature.
- If **You** wish to bid at the **Auction** by telephone, via internet or absentee/proxy you must complete the **Registration Form** entering **Your** full details as the **Bidder** and full details of the **Buyer** if different to the **Bidder**.

You should sign the **Registration Form** where indicated. The completed **Registration Form** should be delivered to Billy Struth **Acuitus** at 14 St Christopher's Place, London W1U 1NH by hand or by post so that it is received not less than two clear **Business Days** prior to the date of the **Auction**, together with:

 - Two forms of identification for **You** consisting firstly of a form of photo identification such as **Your** passport or current driving licence and secondly proof of **Your** address such as a recent utility bill or bank statement. To comply with the Money Laundering Regulations, if **You** are not the **Buyer** or the cheque is not drawn upon your personal account we may require **You** to provide further documentation.
 - A signed blank cheque for the deposit which if **Your** bid is successful **Acuitus** will complete on **Your** behalf for the amount of the deposit.
By sending the cheque **You** warrant that there are adequate funds in the account to meet the full amount of the deposit on first presentation. As an alternative **Acuitus** reserves the right to request **You** to provide cleared funds prior to the **Auction** into the **Acuitus** Client's Account or an irrevocable solicitor's undertaking to electronically transfer the deposit to **Acuitus's** client's Account immediately after the **Auction**.

A separate **Registration Form** must be completed for each **Lot**. A separate cheque is required for the deposit for each **Lot**.

If **You** wish to alter any of the details appearing on the **Registration Form**, **You** must notify the **Auctioneer** of this in writing before the **Auction** commences. Alterations will only be effective if the **Auctioneer** confirms to **You** in writing that the request to alter has been received.

In the event that the **Auctioneer** considers that there is any error or confusion about the **Registration Form** or the deposit, the **Auctioneer** reserves the right not to accept **Your** bid. Please note that the **Auctioneer's** decision as to what constitutes error or confusion is final.
- The deposit is to be paid by a valid cheque or banker's draft drawn in sterling on an **Approved Financial Institution** for a sum representing the greater of:

 - The minimum deposit of £1,000 (or the total of your maximum bid price if this is less than that minimum) and
 - 10% of the **Maximum Bid Price** exclusive of VAT.
- If **You** successfully bid for the **Lot** and the purchase price of the **Lot** is less than your maximum bid price then any **Deposit Excess** that **You** have provided will (subject to clearance of funds held by us) be returned to the account upon which the cheque is drawn, or to the account from which the funds are received.

If **You** are the successful bidder **Acuitus** requires a separate payment of £500 plus VAT (£600 inclusive of VAT) administration charge payable to Acuitus Limited.

In the event that **Your** bid for the **Lot** is unsuccessful (including where the **Lot** has been withdrawn or sold prior to the Auction) then **Acuitus** may destroy any cheque that **You** have provided by way of deposit and for the avoidance of doubt **Acuitus** shall not be obliged to return any such cheque to **You**.

Acuitus shall not be obliged to account to **You** for any interest accruing on any deposit or **Deposit Excess** that **You** provide in respect of any bid.
- Absentee/Proxy Bids**

 - If **You** bid at the **Auction** by Absentee/proxy **You** should enter **Your Maximum Bid Price** on the **Registration Form**.
 - The **Maximum Bid Price** must be an exact figure. Failure to clearly indicate **Your Maximum Bid Price** will invalidate **Your** bid.
 - If **You** bid by absentee/proxy **You** appoint the **Auctioneer** as **Your** agent and **You** authorise the **Auctioneer** to bid for the **Lot** on **Your** behalf up to (but not in excess of) your **Maximum Bid Price** in whatever manner the **Auctioneer** in his absolute discretion thinks fit.
 - You** may withdraw the **Auctioneer's** authority to bid if the withdrawal is in writing and is received by the **Auctioneer** before the Auction commences and the **Auctioneer** confirms to **You** that the withdrawal instruction has been received.
 - As soon as reasonably practicable after the **Auction** **You** will be notified as to whether or not **Your absentee/proxy** bid for the **Lot** was successful.
- Terms of Sale/Conduct of Auction**

 - You** shall be deemed to have read the "Important Information for Bidders" in the catalogue and on the Auctioneer's website and the Common Auction Conditions, the special conditions of sale and any addendum relating to the **Lot**. **You** shall be deemed to have taken all necessary professional and legal advice and to have made all **Your** enquiries and to have knowledge of any **Auctioneer's** announcements which are relevant to the **Lot**.
 - It is possible that at any time up to the commencement of bidding at the **Auction** amendments and/or additions may be made to the **Conditions of Sale** for the **Lot** or any other matters relating to it. Such amendments are published by means of written addenda and by verbal addenda announced from the rostrum. **You** will be deemed to have knowledge of such matters (including for the avoidance of doubt any late addenda that are announced verbally from the rostrum) and if **Your** bid is successful **You** will buy subject to them.
 - If **Your** bid is successful the **Auctioneer** or any person authorised by the **Auctioneer** will sign the memorandum of sale and any other relevant document relating to the **Lot** on **Your** behalf and as soon as is practicable send this to **You** by post.
 - The amount of **Your Maximum Bid Price** for the **Lot** will not be disclosed by the **Auctioneer** to the **Seller**.
 - In accordance with the Common Auction Conditions and in particular clauses A5.5 and A6.5, if you are the successful bidder **You** will be required to complete the Acuitus Customer Due Diligence Form and provide the information stated. **You** will be deemed to have read the 'Requirements for bidders and buyers under the Money Laundering Regulations' and will fully comply with them.
- Disclaimer**

 - Acuitus** recommends that **You** attend the auction personally in order to bid. However, **Acuitus** will use reasonable endeavours to provide remote bidding facilities at the **Auction** in accordance with these terms and conditions and will make no additional charge for such service.
 - Acuitus** or any employee or agent of **Acuitus** or the **Auctioneer** will have no liability or responsibility whatsoever towards **You** or the **Buyer** in the event of **Your** bid not being made as a result of:
 - Unclear instructions.
 - Error, lack of clarity or confusion whether during the **Auction** or regarding the **Registration Form** or the deposit.
 - Any change in the date, time and/or venue of the **Auction**.
 - Any interruption or suspension of telephone or internet bidding services.
 - You** being unobtainable by telephone or becoming disconnected during the course of bidding by telephone or via the internet.
 - Any other factor beyond **Acuitus's** control.

Please return, no later than 2 working days prior to the date of the auction:

Billy Struth
Acuitus Ltd
14 St. Christopher's Place
London
W1U 1NH
billy.struth@acuitus.co.uk
Telephone: +44 (0)20 7034 4854
Fax: +44 (0)20 7034 4869