

# TELEPHONE BIDDING REGISTRATION FORM

I hereby instruct Merseyside Property Auctions Limited to bid on my behalf in accordance with the enclosed Terms & Conditions and I acknowledge that should my bid be successful then that bid and offer will be binding upon me. I confirm that Merseyside Property Auctions Limited may take my telephone bid when the relevant property is being offered at the Auction and I acknowledge that such bidding may be recorded in order to avoid any disputes or uncertainty.

**Don't forget to include your 10% deposit cheque and buyer's admin fee.**

**PLEASE FILL IN SECTIONS 1 TO 9**

1. Auction: ..... Lot Number: .....  
 Lot Address .....  
 .....

2. Bidder's name: .....  
 Address: .....  
 .....  
 Email address: .....

3. Maximum Bid Price: £ .....  
 (In words): .....

4. Buyer's name: .....  
 (if different from above)

5. Telephone number .....  
 (alternatively mobile no.)

6. Deposit Arrangements: .....  
 Cheque/Banker's Draft Enclosed

7. Legal Papers: **Bidder is deemed to have had sight of and understood all legal papers in respect of the Lot**

8. Addendum: .....  
 Bidder's Fax No

9. Solicitor's name: .....  
 Address: .....  
 .....  
 Telephone number: .....



Return to: Merseyside Property Auctions, including  
**Telephone Bidding Registration Form,**  
**Cheque/Banker's Draft for the buyer's admin fee,** (no. 16 on terms & conditions)  
**Separate 10% deposit cheque,**  
**Proof of Identity – Please refer to Auction information in the catalogue.**

**Signature**  
 .....

# TERMS & CONDITIONS FOR TELEPHONE BIDDING

## 1. RECITALS

- 1.1 Prospective bidders wishing to bid by telephone should complete and sign the Telephone Bidding Registration Form enclosed. The bidder shall have had sight of and accept the terms of the Sale Memorandum which shall form part of the contract should the bid be successful.
  - 1.2 The Auctioneer reserves the right to refuse a bid on behalf of the telephone bidder should there be any confusion as to the Maximum Bid Price or with any error in the accompanying cheque.
  - 1.3 A separate form must be completed for each Lot a telephone bidder wishes to bid on.
  - 1.4 The completed form(s) must be delivered to Merseyside Property Auctions Limited, 5 Prescott Street, Liverpool L7 8UE by hand or by post no later than 24 hours prior to the commencement of the Auction.
  - 1.5 Any agreed alteration to any telephone bidding form at any time prior to, or on the day of the Auction, must be done so in writing and prior to the commencement of the Auction.
  - 1.6 The telephone bidder must provide a banker's draft, solicitors' client account cheque or personal cheque which must be drawn on a UK clearing bank account of the buyer and be for the greater of 10% of the Maximum Bid Price or £2,000.00, to be made payable to Merseyside Property Auctions Limited.
2. When the Lot comes up for Auction Merseyside Property Auctions Limited will attempt to telephone the bidder using the telephone numbers provided by the bidder on the Telephone Bidding Registration Form.
  3. If a successful telephone connection is made between the bidder and Merseyside Property Auctions Limited the bidder may then compete in the bidding. Merseyside Property Auctions Limited will relay the bidder's bid to the Auctioneer on behalf of the bidder.
  4. If a successful telephone connection is not made between the bidder and Merseyside Property Auctions Limited for or during the sale of the relevant Lot or if a successful telephone connection is made but is subsequently cut or interrupted, Merseyside Property Auctions Limited will only bid on behalf of the bidder up to the Maximum Bid Price.
  5. The telephone bidder shall be considered to have inspected the Auction particulars for the relevant Lot, the general terms and conditions of sale, the special conditions of sale and any amendments or addendums to any of these and to have full knowledge thereof. The prospective bidder authorises the Auctioneer or any duly authorised employee of Merseyside Property Auctions Limited as the telephone bidder's agent to sign the Sale Memorandum incorporating all such matters at or after Auction.
  6. The telephone bidder shall be deemed to have taken all necessary professional and legal advice and to have made appropriate enquiries, searches, surveys and inspections in respect of any relevant Lot and have knowledge of any announcements made from the rostrum of any amendment or addendum relating to the relevant Lot.
  7. Merseyside Property Auctions Limited reserve the right not to bid on behalf of telephone bidders in the event of any error, doubt, omission, uncertainty as to any bid, or for any reason whatsoever, and give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any Lot.
  8. In the event that the telephone bidder is successful the Auctioneer will sign the Sale Memorandum on behalf of the seller (a binding contract between the bidder and the seller is formed on the fall of the hammer) and forward the seller's signed part of the contract to the telephone bidder's solicitor.
  9. In the event that the Lot is knocked down to the telephone bidder details of the amount of the deposit monies shall be inserted into the Sale Memorandum. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10% any excess will not be returned and will form an increased deposit and will be held in accordance with the general terms and conditions of sale or any variations of them contained in the special conditions.
  10. The telephone bidder will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the Auction. In the event that the bidder is unsuccessful at the Auction, the deposit cheque or banker's draft shall be returned promptly by the Auctioneer to the bidder.
  11. The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the Lot.
  12. Unless the relevant Lot is sold to the telephone bidder, the amount of the telephone bidder's bid will not be disclosed to the Seller or any other person either during or after the sale without the telephone bidder's consent.
  13. Telephone bidders are advised to contact Merseyside Property Auctions Limited immediately prior to the Auction to ensure that there are no amendments to the particulars of sale or conditions relating to the relevant Lot or other matters relating to it. The telephone bidder will be deemed to have knowledge of such amendments and will buy subject to them in any event.
  14. If the telephone bidder wishes to attend the Auction and bid in person they must notify the Auctioneer in writing and the Auctioneer will not make any bids on their behalf.
  15. Two forms of identification in accordance with Money Laundering Regulations must be submitted with all Telephone Bidding Registration Forms. For details on identification accepted please visit the website at [www.mpalimited.co.uk](http://www.mpalimited.co.uk) Details are available within the Auction catalogue.
  16. Successful bidders will also be required to pay a buyers administration fee in the sum of £200 plus VAT for every Lot purchased.
- Please note all cheques must be made payable to Merseyside Property Auctions Ltd.**