

Terms and Conditions for Proxy and Telephone Bidders

These terms and conditions apply to and are binding upon all remote prospective Buyers whether by proxy or telephone.

1. A prospective Buyer should complete and sign the registration form printed. In particular the prospective proxy Buyer should complete the form showing the maximum price which the prospective Buyer authorises the auctioneer to bid for a particular property.

The maximum price to which the auctioneer is authorised to bid must be an exact figure (accordingly wording such as "£100 over the highest bid in the room" will not be acceptable). The auctioneer reserves the right not to bid on behalf of the prospective Buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.

A separate form must be completed for each lot for which a prospective Buyer requires the auctioneer to bid.

The completed form or forms together with a copy of either driving licence or passport AND a utility bill/bank statement, as proof of address, must be delivered to the RELEVANT MUSTBESOLD OFFICE: either 74 Friar Gate, Derby DE1 1FN for entries in the London auction or First Floor, 32 Victoria Street, Merthyr Tydfil CF47 8BW for entries in the Wales auction, by hand or post, so that it is received by 5pm on the Friday prior to the auction at which the particular property is to be sold. We will endeavour to process any late entries, however, this cannot be guaranteed. The commencement time of the auction is shown in the catalogue.

Any agreement to alter any proxy or telephone bidding form at any time prior to, or on the day of the auction, must be in writing.

2. The prospective proxy Buyer appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the prospective Buyer in such manner as the auctioneer thinks fit in his absolute discretion.

3. The prospective Buyer shall be considered to have inspected the auction catalogue for the relevant lot, all conditions of sale, and notices to prospective buyers and also any addenda relating to the lot and have full knowledge thereof in accordance with the terms and conditions of the auction catalogue. Mustbesold.com, or any person authorised by mustbesold.com will sign any memorandum or contract incorporating such matters on behalf of the relevant parties.

4. Prospective Proxy and Telephone Buyers should send with this form a valid cheque or banker's draft drawn on a United Kingdom branch of a bank representing 10% of the maximum price (minimum £2,000) to which the prospective Buyer wishes the auctioneer to bid. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price and the prospective Buyer authorises the auctioneer to retain the same for such purpose.

In the case of telephone bidding, prospective Buyers may instead provide a blank cheque which, if the prospective Buyer is successful in purchasing the relevant property, the auctioneer will complete on behalf of the prospective Buyer for the amount of the deposit.

5. The prospective Buyer may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold, withdraw the auctioneer's authority to bid. It is the prospective Buyer's responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.

6. Unless the relevant lot is sold to the prospective Buyer the amount of the prospective Buyers bid will not be disclosed to the Seller or any other person during or after the sale without the consent of the prospective Buyer.

7. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.

8. The auctioneer will make no charge to a prospective Buyer for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective Buyer whether through lack of clarity of instructions or for any other reason whatsoever. Prospective Telephone Buyers will not hold mustbesold.com Auctions liable for any loss or claims relating to the telephone system or the interruption or suspension of the service. The prospective Buyer will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective Buyer will be notified by post and the deposit returned as soon as reasonably possible. For the avoidance of doubt, mustbesold.com Auctions shall not be obliged to account to the prospective Buyer for any interest accrued on such deposit.

9. Prospective Buyers are advised to telephone mustbesold.com (Derby, tel: 01332 366832 - between 8.45 am and 9.30 am) or (Merthyr Tydfil, tel: 01685 387320 between 9.00 am and 9.30am) on the day of 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 prospective Buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective Buyer does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective Buyer's behalf or refuse to accept bids by or on behalf of prospective Buyers and the auctioneer will not be responsible for any losses, costs or damages incurred by the prospective Buyer as a result thereof.

10. Should the prospective Buyer wish to bid at the auction in person or through an agent, such intention must be notified in writing to the auctioneer in person prior to the lot being offered for sale. In this case, the auctioneer will not make any bids on behalf of the prospective Buyer.

11. Prospective Buyers are advised in respect of telephone bids that should they become disconnected during bidding or are unobtainable mustbesold.com will not be held responsible or liable for any loss suffered in respect thereof.

Signature :

Date: