PROXY BIDDING FORM

YELLOWAPRICOT

Auction Date:

PROPERTY COVERED BY THIS AUTHORITY & MAXIMUM BID

(This is the property on which you wish Yellow Apricot to bid on your behalf together with your maximum bid)

Lot Number	Property Address	Maximum Bid in Figures	Maximum Bid in Words
	Post Code	£	

The maximum bid in figures and words must be for the same amount and must be an exact figure. Any uncertainty may result in Yellow Apricot not bidding on your behalf.

SOLICITORS DETAILS

(This is the Solicitor to whom you wish the Contract sent to if your bid is successful)

Please instruct a Yellow Apricot Panel Solicitor ☐ or Please contact the solicitor below who has been instructed ☐

Firm Name	Firm Address	Solicitor Contact Details	
	Post Code	Telephone	
		Fax	
		Email	
		Acting Solicitor	

PROXY BIDDING TERMS AND CONDITIONS

Yellow Apricot may be asked to bid on behalf of a bidder who cannot bid on a Lot at a Yellow Apricot Auction on the following Terms and Conditions:

1. The Bidder must complete a separate Proxy Bidding Authority Form for each Lot involved;
2. The original form must arrive at the offices of Yellow Apricot no later than 48 hours before the Auction commences. It is the bidder's responsibility to ensure the form reaches the Yellow Apricot offices on time and Yellow Apricot cannot be held responsible for forms not received or those received late;
3. The Bidder shall be deemed to have read and understood the Yellow Apricot Notice to Bidders, the particulars of the relevant Lot in the Catalogue (including amendments), the Terms and Conditions of Sale – Auction Sale, the Special Conditions of Sale, the Extra Terms and Conditions, the Common Auction Conditions of Sale and any other information on the Yellow Apricot website intended to form part of the Contract. In addition, 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 and of any addendum relating to the relevant Lot up to the point at which the Lot sells. The Bidder shall also be deemed to have checked the Yellow Apricot Auction Catalogue for any addendums up to the start of the Auction. Yellow Apricot has no responsibility to communicate information relating to the Lot to the Bidder and shall not be held responsible for failing to inform the Bidder of any information that is considered relevant.
4. Yellow Apricot staff will compete in the bidding at the Auction up to the maximum amount authorised by the Bidder. The amounts in words must match the amounts in figures and there must be no discrepancy as to the amount of the maximum bid. For example, the maximum bid may not be in reference to another figure yet to be calculated (for example, one bid above the highest bid). Any discrepancy or uncertainty that has not been addressed by the time of the Auction will result in Yellow Apricot not bidding;
5. Yellow Apricot cannot guarantee to regulate the bidding to ensure that the maximum authorised bid actually falls to the bidder;
6. Yellow Apricot reserve a right to refuse to bid at the Auction on behalf of any Bidder in the event of any error, doubt, act or omission, discrepancy or for any reason whatsoever, even if the Lot sells for less than the Bidder's maximum Bid on the Proxy Bidding Authority Form. Yellow Apricot do not guarantee that a bid will be made on behalf of a Bidder and shall not be held liable for any losses the Bidder incurs as a result of Yellow Apricot not bidding;
7. The Bidder is aware and accepts that such bids are at the Bidder's own risk and in the event that the internet connection breaks down for any reason or the Auction date is postponed for any reason after receipt of the Proxy Bidding Authority Form, then the Bidder will not be able to participate in the Auction;
8. In the event that Yellow Apricot are successful in securing the Lot for a price less than or equal to the maximum bid, the Auctioneer will sign the Memorandum of Sale on behalf of the Bidder as a Contract would have been formed at this point (provided the bid is higher than the Reserve Price);
9. In the event of a Contract being signed, Yellow Apricot will act on your authority to collect the 10% deposit and the £250 (plus VAT) Buyer's Administration Fee within 24 working hours of the Auction Date;
10. In the event that the Bidder is unsuccessful in gaining the Contract, the Authority will no longer be valid and no money mentioned in (9) above will be due;
11. Once delivered to the Auctioneers, the authority to bid is binding on the bidder up to 1800 hours GMT 14 days after the Auction date. This is to allow for the possibility of the Lot selling post auction as stated in the Auction Entry Terms and Conditions;
12. This Authority can be withdrawn up to close of business on the working day prior to the Auction date. For the avoidance of doubt, a "working day" is a day except a Saturday, Sunday or Public Holiday in the United Kingdom. It is the Bidder's responsibility to obtain an email from Yellow Apricot confirming that the authority has been withdrawn. Without such an email, the authority still stands and any successful Contract is binding on the Bidder;
13. If the Bidder or Bidder's Agent wishes to bid at the Auction, this intention must be put in writing and the original document received by Yellow Apricot at least 48 hours prior to the Auction. Yellow Apricot will then not bid at the Auction on the Bidder's behalf (but see 14. below);
14. If the Bidder or the Bidder's Agent bids at the Auction without the Authority having been withdrawn as in 12. above, the Auctioneer may accept such bids in addition to any bid from Yellow Apricot staff as empowered under the authority. Yellow Apricot will have no responsibility or liability whatsoever or for any reason if the price achieved is the result of the price increasing due to bids from Yellow Apricot and the Bidder or Bidder's Agent whether or not there is simultaneous intervention from other bidders;
15. The Seller and Yellow Apricot have the right to withdraw the Lot prior to the Auction or to allow Yellow Apricot to accept bids prior to the Auction from other interested parties and to request Yellow Apricot to sign the Contract on behalf of another party. Neither the Seller nor Yellow Apricot are under an obligation or liability to the Bidder or the Bidder's Agent in the event that the Lot is not offered at the Auction, sold prior or not sold to the Bidder or the Bidder's Agent covered by this Authority;
16. The Auctioneer will disclose to the Seller the existence of these instructions but not the maximum bid;
17. The Auctioneers may disclose to other bidders on the day of the Auction the existence of these instructions and the point when during the bidding the maximum bid is superseded but will not disclose the maximum bid;

BUYERS AUTHORITY (to be signed in all cases)

I/we confirm that all Buyers have read and understood the Proxy Bidding Terms and Conditions above and any documents or information to which they refer and agree to be bound by them irrevocably. I/we wish to authorise Yellow Apricot to bid up to and including the figure stated as the Maximum Bid in figures and words above on my/our behalf. I/we understand that if the bid is successful, it will be binding on all people signing this Proxy Bidding Form forthwith.

Buyers Details	First Buyer	Second Buyer
Full Name as it is to appear on Memorandum of Sale and on Title Deeds		
Signature		
Signature Date		
Contact Telephone		
Contact Email		