
Terms and Conditions for Remote Bidders

These Terms and Conditions apply to You and You will be bound by them if You bid for a specific Lot by proxy, telephone or internet

DEFINITIONS

Allsop (and we, us, our etc)	means Allsop LLP. Allsop is the trading name of Allsop LLP, a limited liability partnership registered in England and Wales with registered number OC315531, whose registered office is at 33 Wigmore Street, London, W1U 1BZ. A list of members is available for inspection at this address
Approved Financial Institution	has the same meaning as in the RICS Common Auction Conditions, Edition 4.0
Auction	means the Allsop auction to be held at the time and place and on the date advertised on our website and in any published information for the auction where particulars of the Lot appear
Auctioneer	means Allsop's auctioneer having conduct of the Auction
Business Days	has the same meaning as in the RICS Common Auction Conditions, Edition 4.0
Buyer	means the buying entity identified in Your Registration to Bid and named in Your Remote Bidding Application as being the party who agrees to buy the Lot and who is intended to be the owner of the Lot
Buyer's Fee	means the buyer's fee payable in respect of the Lot, as more particularly set out in clause 2.5 of these terms and conditions
Conditions of Sale	means the Auction Conduct Conditions contained in Part Two of the Auctioneers' Notices together with any 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 Clause 2.2 of these Terms and Conditions
Lot	means the property for which You bid remotely at the Auction (the Lot number for which You have indicated in Your Remote Bidding Application)
Maximum Bid Price	means the maximum price that You wish to bid for the Lot. This must be shown exclusive of any VAT and / or costs that might be applicable
Registration to Bid (and Register to Bid etc)	means the compulsory registration process that all bidders must satisfactorily complete prior to being able to bid at any of our auctions (including the Auction), as further described in clause 1.1 of these Terms and Conditions
Remote Bidding Application	means Your application to bid at the Auction by proxy, telephone or internet, as further described in clause 1.2 of these Terms and Conditions
Seller	means the person, firm or company selling the Lot
You (and Your, Yourself etc)	means the person (whether or not the Buyer) identified in Your Registration to Bid and named in Your Remote Bidding Application as the bidder, being someone who bids remotely 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

1. REGISTRATION TO BID AND REMOTE BIDDING APPLICATION

- 1.1 Registration to Bid is compulsory for all bidders at all of our auctions. All checks required by current anti-money laundering legislation must be satisfactorily completed as part of this process before prior approval to bid will be given. You can Register to Bid via the Allsop website at [auctions.allsop.co.uk/auction-registration/introduction](https://www.auctions.allsop.co.uk/auction-registration/introduction). If You have not received our prior approval to bid, You will not be able to participate in the Auction.
- 1.2 If You wish to bid at the Auction by proxy, telephone or internet, You must, in addition to Your Registration to Bid, also submit a Remote Bidding Application. You can submit Your Remote Bidding Application via our website at [auctions.allsop.co.uk/remote-bidding](https://www.auctions.allsop.co.uk/remote-bidding).

As part of the Remote Bidding Application process:

- (a) You should complete the online application form, entering Your full details (including name, address and telephone number) in the Bidder's Details section of the form and full details of the intended Buyer in the Buyer's Details section;
- (b) The Bidder and Buyer details You enter must match those entered in Your Registration to Bid;
- (c) You must confirm acceptance of these Terms and Conditions on behalf of Yourself and (where different) the intended Buyer by ticking the Acceptance Box in the online application form.
- (d) The deposit and Buyer's Fee cannot be paid at this stage. Once (i) You have received our prior approval to bid in respect of Your Registration to Bid and (ii) we have received and processed Your Remote Bidding Application, we will ask You for payment of the deposit and Buyer's Fee (such payments to then be made in accordance with clause 2 below).

In order for Your Remote Bidding Application to be considered, both Your Registration to Bid and Your Remote Bidding Application must be received by us in good time before and, in any event, **by not less than 2 working days prior to the Auction**.

- 1.3 Once all required items and information have been received to our satisfaction, we will email You to confirm approval of Your Remote Bidding Application.
- 1.4 Separate deposit and Buyer's Fee payments will be required in respect of each Lot in the Auction for which You wish to bid.
- 1.5 You acknowledge and agree that we may keep an electronic copy of the identification documents and information that You provide in respect of Your Registration to Bid and may retain them in our records in accordance with RICS Best Practice guidelines on bidder identity verification. Please also see clause A6.3 of the Auction Conduct Conditions contained in the Auctioneers' Notices Part Two regarding our requirements relating to Registration to Bid and identity verification.
- 1.6 (a) If, prior to the Auction, You wish to alter any of the details appearing in Your Remote Bidding Application or if You wish to withdraw Your bid, You must notify the Auctioneer in writing by (in the case of alteration of details) 2 Business Days prior to the Auction or (in the case of withdrawing Your remote bid) no later than 30 minutes prior to commencement of the session of the Auction, whether morning or afternoon, during which the Lot is to be offered. Notification in either case may be by hand delivery or by post (or by email to: **Residential Auctions:** rembid@allsop.co.uk or **Commercial Auctions:** rembidcomm@allsop.co.uk). Commencement times for the morning and afternoon sessions of the Auction are published on our website.
- 1.6 (b) If, after applying to bid remotely, You wish to bid for the Lot in person (including through an agent appointed by You who attends the Auction on Your behalf), You must notify such intention in

writing to the Auctioneer, to be delivered by hand or post (or by email to: **Residential Auctions** – rembid@allsop.co.uk or **Commercial Auctions** – rembidcomm@allsop.co.uk) by not later than 30 minutes prior to commencement of the session of the Auction (morning or afternoon) in which the Lot is to be offered. In this event, You accept and agree that the Auctioneer will not then make any bids on Your behalf.

- 1.6 (c) It is Your responsibility to ensure that the Auctioneer receives Your instructions to make any changes to Your Remote Bidding Application and/or to withdraw Your bid. You are advised to check that such instructions have been both received and accepted.
- 1.6 (d) For the avoidance of doubt, changes of any nature to your Remote Bidding Application may only be made if the Auctioneer agrees to them.
- 1.7 In the event that Your bid is successful, the details appearing in the Buyer's Details section of Your Remote Bidding Application will be entered on the Sale Memorandum for the Lot. Changes to these details may not then be made without the Seller's prior consent for which the Seller might make a charge.
- 1.8 Without prejudice to the generality of the remainder of these Terms and Conditions, in the event that there is any error, omission or confusion in either Your Registration to Bid, Your Remote Bidding Application, the accompanying deposit and/or Buyer's Fee, Your identification information, Your instructions or if any of the required items are received after the deadline referred to in clause 1.2 above, the Auctioneer reserves the right not to accept Your bid. Please note that the Auctioneer's decision as to what constitutes error, omission or confusion or late receipt of required items is final.

2. DEPOSIT AND BUYER'S FEE

- 2.1 Once You have received our prior approval to bid and we have received and processed Your Remote Bidding Application, we will ask You to pay the deposit and the Buyer's Fee.
- 2.2(a) The deposit should then be paid by means of a valid cheque or banker's draft or by debit card payment or bank transfer direct to our Client Account. All funds must be drawn in Sterling on an Approved Financial Institution for a sum in respect of the deposit representing **the greater of:**
- (i) the minimum deposit of £2,000 (or the total of Your Maximum Bid Price if this is less than that minimum), **and**
 - (ii) 10% of Your Maximum Bid Price (as indicated in Your Remote Bidding Application), exclusive of VAT.
- 2.2(b) If You bid by telephone or internet, You may instead provide a signed blank cheque which, if Your bid is successful, Allsop will complete on Your behalf for the amount of the deposit (together with a separate cheque for the Buyer's Fee).
- 2.3 The deposit and Buyer's Fee may only be paid in Sterling and we will refuse to accept any funds that are not drawn in Sterling.
- 2.4 If You successfully bid for the Lot and the purchase price for 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, where payment was made by debit card or bank transfer, to the account from which funds were transferred) or, at our option, to the Solicitors You have indicated are acting in connection with the Lot.
- 2.5 A Buyer's Fee will be payable to us in respect of the Lot. Please note that the amount of the Buyer's Fee may be varied: please check the Auctioneer's Pre-Sale Announcements, the Particulars of Sale and / or Conditions of Sale for the Lot and / or the addendum to establish the amount of the Buyer's Fee. For the avoidance of doubt, the Buyer's Fee is separate from and additional to any charges that the Seller may make as provided for in the Conditions of Sale for the Lot.

2.6 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 we may destroy any cheque(s) that You have provided by way of deposit and / or Buyer's Fee and, for the avoidance of doubt, we shall not be obliged to return any such cheque(s) to You. However, any banker's draft that You provide by way of deposit and / or Buyer's Fee will, in these circumstances, be returned to You. If You have provided funds by debit card or bank transfer, these will be refunded to the account from which they were transferred.

2.7 We will not be obliged to account to You for any interest accruing on any deposit, Deposit Excess and / or Buyer's Fee that You provide in respect of any remote bid.

3. PROXY BIDS

3.1 If You bid at the Auction by proxy, You should enter Your Maximum Bid Price where indicated in Your Remote Bidding Application.

3.2 The Maximum Bid Price must be an exact figure (accordingly, wording such as "£100 over the highest bid in the room" will not be acceptable). Failure to clearly indicate Your Maximum Bid Price will invalidate Your bid.

3.3 If You bid by 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.

3.4 As soon as reasonably possible after the Auction, You will be notified of whether or not Your proxy bid for the Lot was successful.

4. TERMS OF SALE/CONDUCT OF THE AUCTION

4.1 By clicking to accept these Terms and Conditions and submitting Your Remote Bidding Application, You acknowledge and agree that, if Your bid is successful, You will purchase subject to and will become legally bound (jointly and separately with the intended Buyer where the Buyer is different from You) by the Conditions of Sale and, where applicable, by the Auctioneers' Notices Part One – Guidance for Prospective Buyers. You will be considered to have inspected the Conditions of Sale and the Auctioneers' Notices prior to the Auction and to be fully aware of their terms.

4.2 It is possible that, at any time up to the commencement of bidding at the Auction, corrections, amendments and/or additions may be made to the Conditions of Sale or sale particulars for the Lot or any other matters relating to it. Such amendments are publicised by means of written addenda and / or 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 referred to verbally from the rostrum) and, if Your bid is successful, will buy subject to them in any event. Provided that Your Remote Bidding Application is received by Allsop at least 2 working days prior to the Auction and You have provided an email address, Allsop will use reasonable endeavours to email to You any written addenda relating to the Lot by the night prior to the Auction. In any event, You must make all reasonable efforts to make Yourself aware of all addenda subject to which the Lot will be offered. You are advised to refer to Allsop's website where an up-to-date addendum for all Lots is published up to the night before the Auction. In addition, You may telephone us as follows: **Residential Auctions** – tel: 0207 494 3686 or **Commercial Auctions** – tel: 0207 543 6780.

Please call on the day of the Auction, prior to the commencement of the sale, to establish whether there are any late addenda that are applicable to the Lot (including, where known at the time of Your call, addenda that are to be referred to verbally from the rostrum). We will not be responsible for any losses, costs or damages that You may incur as a result of any of the matters referred to under this clause.

4.3 If You are applying to bid by telephone at the Auction, You acknowledge and understand that Allsop will bid on Your behalf, taking Your instructions in this respect over the telephone when the Lot is being sold at the Auction. You authorise us to record such bidding and instructions in order to avoid any doubts or disputes that might arise.

4.4 If Your bid is successful, the Auctioneer or any person authorised by the Auctioneer, will sign the Memorandum of Sale or sale contract relating to the Lot on Your behalf.

4.5 The amount of Your Maximum Bid Price for the Lot will not be disclosed by the Auctioneer to the Seller without Your prior consent.

5. DISCLAIMER

5.1 There is no substitute for being present in the room and we strongly recommend that You attend the Auction personally in order to bid. However, we 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.

5.2 We will have no liability or responsibility whatsoever towards You in the event of Your remote bid not being made or being unsuccessful as a result of:

- unclear instructions
- error, lack of clarity or confusion regarding Your Pre-registration, Your Remote Bidding Application, the deposit and/or the Buyer's Fee
- any change in the date, time and/or venue for the Auction
- 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
- Your remote bid not being processed in time to be made at the Auction due to it (and / or any item required to accompany it) being received by us after the deadline referred to in clause 1.2 above
- any other factor beyond our control.

In any such case, neither the Auctioneer nor any member or employee of Allsop shall be held responsible or liable for any loss, cost, claim, demand or damage that You may incur as a result.