

For Leonards Residential Auctions to Bid on Behalf of an Absent Bidder

**Proposed Purchaser****(for contract purposes, hereafter called 'The Bidder')**Purchaser's Name Address Telephone Number 

(to contact at time of auction)

Other Numbers **Purchaser's Solicitors**Company Name Solicitor Name Address Telephone Number **Checklist**Completed and signed this form Enclosed a cheque for the deposit, payable to the vendors solicitors Read and understood the 'Auction Guidelines' and the legal documentation to the specific lot (available on request from Leonards), in the knowledge that they may form part of the contract. Enclosed a validated copy proof of identity and residency **Authorised Bidding**I Wish To Bid By: Proxy  Telephone   
(please tick ONE relevant box)Auction Date Lot No. Property Address **For Proxy Bids Only**Maximum Bid £   
(figure)Maximum Bid £   
(words)

(The figure given must be a definite and must not be calculated with reference to other bids made pre or post this property)

Cheque Attached £   
(being 10% of the maximum bid)**Agreement**

I hereby authorise R.R. Leonard &amp; Son staff to bid on my behalf and the Terms and Conditions set out overleaf headed 'Auction Guidelines', which I confirm I have read and understood.

Please note there should not be any alterations to the form. Any mis-entries which have to be corrected, must be signed in full in the margins.

**N.B. This form, along with validated proof of I.D. MUST be returned to Leonards at 512 Holderness Road, Hull, HU9 3DS no later than 3 working days before the date of the auction. Telephone bids will be on a first come first served basis.****Unclear or incomplete bids will not be accepted or telephone bidders that are 'lost' during bidding due to the clarity of the telephone line**Signed Date

## Auction Guidelines

1. Prospective Purchasers are advised:
  - To inspect the property and check the particulars of sale as to areas, measurements and all other matters to which the properties are expressed to be subject or have the benefit of. All measurements and areas are approximate.
  - To satisfy themselves as to the condition of the property. No representation or warranty whatsoever is made or intended in respect of the state of the structure of any property or in respect of the state of repair thereof. Services, gas and electrical fittings have not been tested and their condition is not known. Information or documentation in respect of any item of disrepair does not imply that others do not exist.
  - To inspect the special conditions of sale in respect of the precise interest to be sold.
  - To consult their legal advisors and make all appropriate enquiries with all relevant Authorities and bodies.
2. Reserve Price. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
3. Guide Prices are the auctioneer's opinion only and should not be regarded as anything more.
4. Procedure and Payment. At the fall of the hammer the final acceptable bid constitutes a binding contract and the purchaser is required to pay 10% of the purchase price, cheques being made payable to the Vendors Solicitors.  
Completion of the sale and payment of the balance of the purchase money takes place 28 days later unless the conditions of sale provide otherwise.
5. If Location Plans are provided they are done so to enable prospective purchasers to locate the property only. They are photographically reproduced and therefore not to scale and are expressly excluded from any contract. Arrows and other markings on photographs or plans are also to enable the purchaser to locate the property only. Plans based on the ordnance survey are with the sanction of the controller HM Stationary Office, Crown copyright reserved.
6. Rateable Valuable and Council Tax Bandings are obtained by verbal enquiries to the Local Authority and no responsibility is accepted for any error or omission.
7. Viewing is at the prospective purchasers own risks, a torch is sometimes needed and great care should be taken at all times.
8. Late Check. Purchasers should check that any particular property is still in the sale prior to the date of auction.

## General Conditions of Sale

1. The properties are sold subject to the following conditions and the special conditions which will be available for inspection at the offices of the Auctioneers or Vendor's Solicitors for a period of seven days prior to the sale. The purchaser shall be deemed to purchase with full knowledge thereof whether he inspects or not. Should there be any variation between the sales particulars or these conditions and the special conditions of the sale, the latter shall prevail.
2. The Vendors and the Auctioneers reserve the right to alter or add to the particulars and conditions of sale at any time prior to the sale.
3. Unless otherwise stated, each lot is subject to a reserve price whether declared or not and the right of the vendor or any or any person on behalf of the vendor to bid up to that price.
4. The vendor reserves the right (a) to divide the property into lots, rearrange or consolidate any lots – (b) without disclosing the reserve price to withdraw from the sale any property at any time before it has been sold whether or not the sale has begun.
5. The Auctioneer:
  - (a) reserves the right to regulate the bidding.
  - (b) may refuse to accept a bid.
- (c) in the case of a dispute as to any bid may forthwith determine the dispute or again put up the property or lot at the last undisputed bid.
6. The Purchaser shall forthwith complete and sign the contract and pay a deposit of 10% of the purchase price to the Vendor's Solicitors.
7. The Auctioneers reserve the right to withhold the Memorandum of Contract signed by the Vendor or the Auctioneer on their behalf until the Purchaser's cheque for the deposit has been cleared.
8. In case any cheque given as a deposit shall be dishonoured upon presentation or a Purchaser fails to pay a deposit on acceptance of his bid, then without notice the Vendor shall if he chooses have the right to deem the conduct of such a purchaser as a repudiation of the Contract and the Vendor may resell without notice and or take steps which may be available to him as a consequence of the Purchaser's breach but without prejudice to any claim he may have against the Purchaser for breach of contract or otherwise.
9. The date for completion shall be 28 days after the date of the Auction unless the special conditions provide otherwise.
10. The Vendors reserve the right to sell prior to the Auction.
11. It shall be the Purchasers liability to satisfy themselves before making a bid as to the accuracy of all matters contained in the particulars of sale. The properties are believed and shall be taken to be correctly described as to the quantity and otherwise and any error, omission or mis-statement found in the particulars of sale or conditions shall not annul the sale or entitle the purchaser to any compensation in respect thereof. The auctioneers shall be under no financial liability in respect of any matters arising out of the auction or the particulars or the conditions of sale. All dimensions and areas are approximate.
12. The Purchaser shall be deemed to have made local land charge searches and enquiries of the relevant local and other Authorities and have knowledge of all matters which would be disclosed thereby and shall purchase subject to all such matters.

13. The properties are sold subject to any existing tenancies, leases, agreements or licences referred to in the particulars of sale and/or special conditions of sale. Whether or not the purchaser shall have inspected any leases, counterpart leases, tenancy agreements and any matters subject to which a property is sold he shall be deemed to purchase with full knowledge of the contents thereof and shall make no objection or raise any requisitions thereto notwithstanding partial incomplete or inaccurate statements thereof in the particulars nor shall any objection be taken to the absence of any agreement in writing with an occupier.
14. The only representation made or intended to be implied in relation to tenancies is that the amounts of rents stated are the rents actually payable or being paid and no representation is made that those rents are properly chargeable. No representation is made that any notices served were valid in proper form or properly served and the vendor shall not be required to furnish copies of any such notices served by him or his predecessor in title and shall not be liable to make compensation for any rents found to be improperly increased or not legally chargeable. The Purchaser shall be satisfied with such evidence or information of the terms of the tenancy as the vendor can supply.
15. Each purchaser shall satisfy himself as to the ownership of fixtures, fittings and installations in the properties being sold.
16. If at the date of completion there should be any tenants who are in arrears with their rents, the purchaser shall pay to the vendor the full amount of any such arrears due on the actual date of completion.
17. The purchaser shall be responsible for complying with any schedule of dilapidations which shall be served either before or after the date of sale.
18. Nothing shall be incorporated in any sale by way of condition, warranty or representation in the case of any tenancy that there are not subsisting any sub-tenancies or similar occupations. Whether or not any such shall be disclosed at or before the auction the purchaser shall be deemed to purchase with full knowledge of any that there may be and no objection or requisition shall be made on account thereof.
19. The vendors and the auctioneers make no warranty, nor is any to be implied, that the use of the demised premises is authorised under the planning acts, leases or otherwise for any specific purpose.
20. The properties are sold subject to Notices, Orders, Restrictions, Agreements or requirements affecting them under the Town and Country Planning Acts and each purchaser will take the relevant property subject to and be responsible for complying with the same. No warranty whatsoever is made, intended or to be implied as to whether the same is subject to any resolutions, schemes, development orders, improvement plans, improvement notices or notices under the Housing Acts, Public Health Acts, Defective Premises Acts or Building Regulations or as to whether any property is in an area where redevelopment, road widening or other schemes may be proposed or envisaged and the purchaser shall be deemed to purchase with full knowledge of such matters. Neither the vendors nor the auctioneers shall be in any way liable in respect of such matters or failure to disclose the same it being solely the duty of the purchasers to satisfy themselves at their own risk.
21. It shall be the purchaser's responsibility to satisfy themselves as to the state of the structure of the property or the state of repair thereof. No warranty is made or to be implied and the purchaser shall be deemed to acknowledge that he was not induced to purchase by any representation whether written or oral by or on behalf of the vendor as to the state and condition.