

Telephone/Proxy/Online Bidding Form:

Remote Bidding

We always strongly advise you to attend the Auction sale. In the event that this is not possible you may make a telephone, proxy (up to a pre-set limit) or online bid, authorising the Auctioneer to bid on your behalf. Please complete and return the Remote Bidding form to the Auctioneers' office no less than one working day prior to the Auction together with a proof of EFT payment for the registration fee.

These terms and conditions apply to the Bidder and the Buyer (if different) and you will be bound by them if you bid by either telephone, proxy or online.

TERMS & CONDITIONS FOR REMOTE BIDDING

1. A prospective Buyer should complete and sign this registration form. Failure to complete or sign the registration form will be treated as a fundamental error in the registration form that will entitle the Auctioneer to disregard your bid.
2. The auctioneer reserves the right not to bid on behalf of the prospective Buyer should there be any error or confusion in the registration form, instructions received or the accompanying deposit.
3. The completed form must be sent to us prior to the date of Auction in which the particular property is to be auctioned. It is your responsibility to ensure the form has been received together with payment as foresaid and CERTIFIED COPIES of your FICA documents.
4. The maximum Proxy bid price must be an exact figure.
5. No alteration to the registration form will be accepted after it is received by the auctioneer.
6. The prospective 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 at his absolute discretion.
7. The prospective Buyer shall be considered to have inspected the auction catalogue, the common auction conditions, and separate special conditions of sale, addendum and notices to prospective Buyers for the relevant lot and to have full knowledge thereof and authorises the auctioneer or any duly authorised employee of Bidders Choice(Pty)Ltd, as the prospective buyers agents to sign the contract incorporating all such matters at or after the auction.

8. The prospective Buyer may, in writing only, at any time up to the commencement of the auction withdraw the auctioneer's authority to bid or make alterations to the registration form. It is the prospective Buyer's responsibility to ensure that the auctioneer personally receives such instructions and the prospective Buyer should check to ensure such instructions have been received.
9. With regards to Proxy Bids, the amount of the prospective Buyer's maximum bid will not be disclosed to the seller or any other person either during or after the sale without the consent of the prospective Buyer.
10. The auctioneer reserves the right to bid himself or through an agent up the reserve price for the particular lot.
11. Prospective Buyers are advised to telephone Bidders Choice 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 and the auctioneers will not be responsible for any loss, costs or damages incurred by the prospective Buyer as a result thereof.
12. Should the prospective Buyer wish to bid at the auction in person or through an agent, such intention must be conveyed 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.
13. The auctioneer will try to provide remote bidding facilities at the auction and will make no additional charge to a prospective Buyer for this service but cannot guarantee this will happen or work reliably.
14. The auctioneer will accept no liability whatsoever for any bid not being made on behalf of the prospective Buyer as a result of
 - Lack of clarity of instructions
 - Error, lack of clarity or confusion regarding the registration Form or the registration fee
 - Prospective Buyers become disconnected during bidding or are unobtainable
 - Interruption or suspension of telephone or internet services
 - For any other reason whatsoever beyond the control of the Auctioneer
15. In the case of proxy bids, the prospective Buyer will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction.
16. The successful Buyer and/or Bidder will be jointly and severally liable to pay Bidders Choice the commission referred to in the rules of auction / deed of sale.
17. The auctioneer will accept no liability whatsoever for any bid not being made on behalf of the prospective Buyer for any reason whatsoever. Prospective Buyers will not hold Bidders Choice liable for any loss or claims relating hereto.

Telephone/Proxy/Online Bidding

Date of Auction: _____

Lot Number: _____

Property Address _____

Maximum Proxy Bid Price: _____

(for telephone and online bidding please leave the Maximum Bid Price blank)

Please note that it is a requirement that you must provide us your FICA documentation to confirm your name and residential address.

Bidder's Details

Full Name(s) _____

Address _____

Postcode _____

Telephone: _____

Mobile: _____

Email: _____

Please select method of bidding: Telephone / Proxy / Online

I hereby instruct and authorise Bidders Choice to bid on my behalf in accordance with the terms and conditions and I understand that should my bid be successful the offer will be binding upon me and that I will be legally bound jointly and separately with the intended Buyer (where the Buyer is different) by the applicable Rules of Auction or Conditions of Sale (as defined in the Terms and Conditions printed). If required, Bidders Choice will bid on my behalf taking my instruction in this respect on the telephone when the relevant lot is being sold at the auction. I authorise Bidders Choice to record such bidding and instructions in order to avoid any doubts or disputes.

Signature of Bidder, for and on behalf of the Bidder and the intended Buyer (if different)

.....

BIDDER / BUYER

Date of signing: