

TERMS AND CONDITIONS FOR PROXY, TELEPHONE or INTERNET BIDDERS

1. The sale of any lot in the auction is subject to the Common Auction Conditions (Edition 3 August 2009), any extra general conditions of sale all as contained within the auction catalogue and available for download from Pugh & Company Limited's website. All prospective bidders are deemed to have read and accepted these conditions together with the terms provided below.
2. The prospective purchaser appoints Pugh & Co as agent and authorises Pugh & Co to bid for the relevant lot on behalf of the prospective purchaser in the manner as the auctioneer thinks fit in his absolute discretion and authorises Pugh & Co or any partner or employee of Pugh & Co to sign the Memorandum of Sale on behalf of the prospective purchaser.
3. Pugh & Co reserves the right not to bid on any prospective purchaser's behalf should there be any error or confusion in respect of these instructions or the accompanying deposit payment and buyer's premium payment not have been cleared prior to 5pm on the day before the auction. The Auctioneer will not accept any internet bids received, for whatever reason, after the gavel has fallen.
4. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, sales particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
5. Prospective purchasers are advised to ensure that there are no amendments to the Particulars of Sale or Special Conditions relating to the lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event.
6. Pugh & Co and/or the Auctioneer can refuse to accept Telephone, Proxy or Internet bidding requests at their absolute discretion without giving reasons.
7. Subject to these conditions, prospective purchasers will only be able to submit Telephone, Proxy or Internet bids where Pugh & Co have received the following no later than 5pm on the day before the auction:
 - (i) The completed proxy/telephone/internet bidding form;
 - (ii) Cleared payment of the minimum deposit of 10% of the lower guide price (subject to a minimum of £2,000). (If you are successful and purchase the property you will be required to immediately pay the difference between the 10% of the actual purchase price and the actual deposit amount paid before bidding)
 - (iii) A Buyer's Premium is payable as detailed within the Sale Memorandum specific to each individual lot.
 - (iv) Satisfactory identification, all in compliance with the Money Laundering Regulations 2007.
8. Pugh & Co and the Auctioneer will make no additional charge for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser through lack of clarity of instructions, late arrival of a registration form, failure to provide cleared deposit and buyer's premium funds, bids being received by the Auctioneer after the gavel has fallen, or, for any other reason whatsoever. Internet bidders are advised that should they become disconnected or interrupted during bidding Pugh & Company and the Auctioneer will not be held responsible for any loss suffered in respect thereof.
9. Where a prospective purchaser is not successful in purchasing a lot any deposit monies and buyer's premiums paid will be refunded within 48 hours and can take up to 3-5 working days to clear. Where refunds are made they will be subject to the following charges:
 - (i) Debit card/Credit card - nil charge.
 - (ii) Telegraphic transfer - £25 charge.
 - (iii) Incoming credit card payments will be subject to a charge of 2.19% of the payment amount. This will not be refunded.
10. Where prospective purchasers are intending to bid on multiple lots Pugh & Co must be notified in advance and deposit monies and buyer's premiums for each lot must be received by Pugh & Co no later than 5pm on the day before the auction.
11. The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
12. All prudent prospective purchasers are strongly advised to contact Pugh & Co or check the Pugh and Co website prior to bidding to ensure they are aware of any amendments, the Particulars of Sale, Special Conditions or Legal Pack relating to the lot they are bidding on as Pugh & Co and the Auctioneer will not be held responsible for any loss, costs or damages incurred as a result of the failure of a prospective bidder to do so. Please be aware that the online legal pack may not include all the documents that will be available on the day. Internet, telephone and proxy bidders who do not attend the auction should contact the Vendors solicitors to ensure they are in receipt of the full extent of the legal pack. The online legal documents are made available for assistance purposes only and without guarantee or warranty as to their accuracy or completeness.
13. All prudent prospective purchasers are strongly advised to contact Pugh & Co to confirm we have received the bidding authorisation form, money laundering documentation and cleared funds for the deposit and buyer's premiums.
14. A prospective purchaser must complete and sign the bidding form using one form for each lot for which they are intending to bid.
15. Pugh & Co will levy the following charges in respect of Deposit and Buyer's premium payments made by the Prospective Purchaser
 - (i) Debit Card Payments - Nil Charge
 - (ii) Credit Card Payments - 2.19% of the amount being paid
 - (iii) Telegraphic Transfer - Nil Charge
16. Unless the relevant lot is sold to the prospective purchaser, the amount of the prospective purchaser's bid will not be disclosed to the vendor or any other person either during or after the sale without the consent of the prospective purchaser.
17. The maximum price to which the auctioneer is authorised to bid must be an exact figure (accordingly worded 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 purchaser should there be any error or confusion in respect of these instructions or the accompanying deposit.
18. Should the prospective purchaser 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 purchaser.
19. Any agreement to alter a Telephone, Proxy or Internet bidding form at any time prior to, or on the day of the auction, must be in writing and acknowledged in writing by Pugh & Company.
20. A remote bidder must appreciate that his/her offer is binding and that the Auctioneer has full legal power to sign the Contracts on behalf of the Buyer, providing for completion in accordance with the Special Conditions of sale as applicable to that Lot.
21. In relation to internet bidding, provision of this service is not guaranteed. The Bidder accepts that access to EIG's Bidding Services (whether the website, via the Auctioneer's site (if applicable) and the services may be interrupted and provision of the website, the Auctioneer's site (if applicable) and the services is not guaranteed. Users must make alternative provision for making bids prior to the sale and must not rely on and are not entitled to rely on the services (whether the website or the services) or the use of the Auctioneer's site to make bids. Such services and sites may not be continuous and may be interrupted by factors within or outside our control. The website and services are provided free of charge by EIG/Pugh & Company Auctioneers 'as is' and 'when is' available only. Pugh & Company Auctioneers shall have no liability where a bid fails to be received by the Auctioneer or is delayed, or where the bid is made in error for whatever reason.