

1. A prospective purchaser should complete and sign the registration form. In particular, the prospective proxy purchaser should complete the form showing the maximum price which the prospective purchaser authorises the auctioneer to bid for a particular property.

The maximum price to which the auctioneer is authorised to bid must be an exact figure (wording such as “£100 over the maximum bid in the room” is not 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.

A separate form must be completed for each lot for which a prospective purchaser requires the auctioneer to bid.

The completed form(s) must be delivered to Lextons, 174 Church Road, Hove, BN3 2DJ for the attention of the auctioneer by hand, or post so that it is received not less than 24 hours prior to the time of the commencement of the auction, at which the particular property is to be sold.

Any agreement to alter any proxy or telephone bidding form at any time prior to, or on the day of the auction, must be in writing.

2. The prospective proxy purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the prospective purchaser in such manner as the auctioneer thinks fit in his absolute discretion.
3. The prospective purchaser shall be considered to have inspected the auction catalogue for the relevant lot and also any addendum relating to the lot and to have full knowledge thereof and authorises the auctioneer or any duly authorised director/partner or employee of Lextons as the prospective purchaser’s agent to sign the memorandum of sale incorporating all such matters at or after the auction.
4. Prospective proxy purchasers should send with their form a valid cheque or banker’s draft drawn on a United Kingdom branch of a bank sufficient to cover the deposit (usually 10% of the sale price) and the buyers fee. Where the particular lot is purchased below the maximum bid figure, the balance of the deposit will be considered as an additional deposit towards the purchase price.

Prospective purchasers may instead provide a blank cheque which the auctioneer will complete on behalf of the prospective purchaser (if the prospective purchaser is successful in purchasing the relevant property) for 10% of the purchase price plus the buyers fee, or in accordance with the General or Special Conditions of Sale relating to the lot.

Prospective purchasers may instead pay the deposit and buyers fee via bank transfer directly into Lextons Client Account, details of which are available upon request. Upon such a payment being made, official accompanying proof of the transfer must be immediately emailed to Lextons.

5. The prospective purchaser may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold, withdraw the auctioneer’s authority to bid. It is the prospective purchaser’s responsibility to ensure that the auctioneer personally receives such instructions and he should check to ensure such instructions have been received.
6. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.
7. The auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Lextons liable for any loss or claims relating to the telephone or the interruption or suspension of these services. The prospective purchaser will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified and the deposit returned as soon as reasonably possible.
8. Prospective purchasers are advised to contact Lextons between 9.00am and 10.00am 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 purchaser will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective purchaser 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 purchaser’s behalf or refuse to accept bids by or on behalf of prospective purchasers and the auctioneer will not be responsible for any loss, costs or damages incurred by the prospective purchaser as a result thereof.
9. 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.
10. Prospective purchasers are advised in respect of telephone bids that they should become disconnected during bidding or are unobtainable, Lextons will not be held responsible or liable for any loss suffered in respect thereof.