Terms and Conditions for Remote Bidders

These Terms and Conditions (**Remote Terms**) apply to You in addition to the Auctioneer Terms, and You will be bound by them in addition to the Auctioneer Terms, if You bid for a specific Lot in an In Room Auction by proxy, telephone or via the internet. These Remote Terms do not apply to Online Sales Auctions.

To the extent there is any conflict between the Auctioneer Terms and these Remote Terms, these Remote Terms shall have priority where You are bidding remotely via the internet, via telephone or by proxy at an In Room Auction.

Where a capitalised term is used in these Remote Terms but is not defined below, such term shall be as defined in the Auctioneer Terms.

DEFINITIONS

Auctioneer	means Allsop's auctioneer having conduct of the Auction
Auctioneer Terms	means the Allsop 'Auctioneer Terms for All Auctions', made available to You from time to time
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

1. REGISTRATION FOR REMOTE BIDDING

1.1 If You wish to bid at the In Room Auction by proxy, telephone or internet, you must provide this information in Your Registration to Bid (which shall be prepared and submitted in accordance with the Auctioneer Terms).

1.2 As part of the registration process you must confirm acceptance of these Remote Terms on behalf of Yourself and (where different) the intended Buyer by ticking the acceptance box during Your Registration to Bid.

1.3 Once all required items and information is received in accordance with the Auctioneer Terms (to our satisfaction), we will email You to confirm your approval to bid.

1.4 Without prejudice to the generality of the remainder of these Remote Terms, in the event that there is any error, omission or confusion in Your Registration to Bid or Your instructions in relation to the In Room Auction, or if Your Registration to Bid is received after the deadline referred to in the Auctioneer Terms, 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. PROXY BIDS

2.1 If You bid at the In Room Auction by proxy, You should enter Your Maximum Bid Price where indicated in Your Registration to Bid.

2.2 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.

2.3 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.

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

2.5 If You bid by proxy, the amount of Your Maximum Bid Price for the Lot will not be disclosed by the Auctioneer to the Seller without Your prior consent.

3. TELEPHONE BIDS

3.1 If You are registering to bid by telephone at the In Room 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 In Room Auction. You authorise us to record such bidding and instructions in order to avoid any doubts or disputes that might arise.

3.2 If you are bidding by telephone at the In Room Auction, we will use reasonable endeavours to contact you on the telephone number(s) provided in Your Registration to Bid for this purpose. In the event that we cannot contact You, or we cannot communicate with You effectively (because the connection is poor, or otherwise), or the connection gets cut off (each a **Disruption**), we may (but shall not be required to) continue to bid on Your behalf up to Your Maximum Bid Price. We shall not have any liability to You in respect of any Disruption or in the event that Your bid is successful or unsuccessful despite the Disruption.

3.3 If You bid by telephone, The amount of Your Maximum Bid Price for the Lot will not be disclosed by the Auctioneer to the Seller without Your prior consent.

4. REQUESTS FOR CHANGES

4.1 Without prejudice to clause N3.4.(a) of the Auctioneer Terms, it is Your responsibility to ensure that Allsop receives any change requests, including requests for changes to:

(a) Your Registration to Bid (including cancellation of your application or approval to participate in the In Room Auction);

(b) the way in which You will participate in the In Room Auction (including any request to change bidding format to in person as opposed to remote); and/or

(c) Your Maximum Bid Price;

in sufficient time so as to allow Allsop to acknowledge and implement the requested change. It is strongly recommended that any request is emailed to us as soon as possible in accordance with clause 4.4 below and no later than 1 Business Day before the In Room Auction is due to take place.

4.2 We will endeavour to acknowledge and implement any changes which are received after this time but do not guarantee that late requests will be implemented.

4.3 In particular, while we will endeavour to acknowledge and implement any changes to Your Maximum Bid Price (provided such request is received prior to that sum being exceeded during bidding) this may not always be possible once the In Room Auction has commenced. **As such, You acknowledge that clause N3.4(ii) of the Auctioneer Terms shall not be incorporated or apply within these Remote Terms.**

4.4 Any requests for changes under this clause must be sent by email (for Residential Auctions, to rembid@allsop.co.uk and for Commercial Auctions, to rembidcomm@allsop.co.uk) and such changes may not be implemented unless we confirm our approval in writing.

5. DISCLAIMER

5.1 Without prejudice to clause A6 of the Auctioneer Terms, Allsop (including the Auctioneer) and/or any member or employee of Allsop will have no liability (including for any losses, costs, claims, demands or damage) or responsibility whatsoever towards You in the event of Your remote bid not being made or being unsuccessful as a result of:

(a) unclear instructions;

(b) error, lack of clarity or confusion regarding Your Registration to Bid;

(c) any change in the date, time and/or venue for the In Room Auction

(d) interruption or suspension of telephone or internet bidding services;

(e) You being unobtainable by telephone or becoming disconnected during the course of bidding by telephone or via the internet;

(f) Your remote bid not being processed in time to be made at the In Room Auction due to Your Registration to Bid (and/or any item required to accompany it) being received by us after the deadline referred to in the Auctioneer Terms; or

(g) any other factor beyond our control.