

# PROXYBID

## REMOTE BIDDING FACILITY FORM



We always strongly advise you to attend the Auction Sale. When it is not possible that you attend, you may bid on one of the following premises:

1. Make a proxy bid authorising a third party to bid on your behalf up to a pre-set limit.
2. A proxy bid authorising an Alliance Group representative to bid on your behalf, while receiving your bid from you via telephone.

In both instances, please complete and return the form below to the Auctioneer's office no less than 48 hours prior to the auction together with Proof of Payment for the deposit plus auctioneer's commission.

### I WISH TO BID BY: (tick relevant box)

PROXY

TELEPHONE

I hereby instruct and authorise an Alliance Group Representative to bid on my behalf in accordance with the terms and conditions below and I understand that should my bid be successful the offer will be binding upon me. If required, you 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 you to record such bidding and instructions in order to avoid any doubts or disputes.

AUTHORISED BID

AUCTION DATE

PROPERTY ADDRESS

MAXIMUM BID PRICE R

(excluding Auctioneer's commission and 14% VAT on commission)

MAXIMUM BID PRICE IN WORDS

### PROOF OF PAYMENT OF DEPOSIT PLUS AUCTIONEER'S COMMISSION ENCLOSED: (EQUATING TO 16.4% OF THE STATED MAXIMUM BID PRICE)

HEREWITH MADE PAYABLE TO AUCTION ALLIANCE FOR THE SUM OF R: \_\_\_\_\_

COMPRISING R: \_\_\_\_\_ DEPOSIT (5% OF MAX BID PRICE) R: \_\_\_\_\_ 10% AUCTIONEER'S COMM +14% VAT

#### BIDDER'S DETAILS

FULL NAME(S)

ID NUMBER

ADDRESS

POSTAL CODE

BUSINESS TEL

HOME TEL

CELL

FAX

SIGNATURE OF THE PURCHASER

#### PURCHASER'S DETAILS IF DIFFERENT FROM BIDDER'S DETAILS

(for contract purposes – hereinafter referred to as "the Purchaser")  
The Purchaser warrants that he/she duly authorises the named Bidder  
aforementioned to bid on his/her behalf per the AUTHORISED BID  
completed on this form

PURCHASER'S FULL NAME

ID NUMBER

ADDRESS

POSTAL CODE

BUSINESS TEL

HOME TEL

CELL

FAX

DATE:

#### TERMS AND CONDITIONS

1. The Terms and conditions below are applicable to all prospective Purchasers who have completed and submitted this form.
2. "Alliance Group" means Alliance Group Ltd and/or any of its subsidiaries.
3. The completed forms in their original form must be delivered to the nearest Alliance Group Branch and must be received in the hands of an Alliance Group Team Member not less than 48 hours prior to the time of the commencement of the auction on which the particular property is to be sold. It is your responsibility to ensure the form has been received.
4. Should any alteration to any bidding form be required, the Purchaser will need to complete a fresh form as well as pay any difference in commission and deposit necessary, all to be received in the hands of an Alliance Group Team Member not less than 48 hours prior to the time of the commencement of the auction on which the particular property is to be sold. It is your responsibility to ensure the form has been received.
5. The prospective Purchaser must send with the completed proxy form absolute Proof of Payment representing the agreed percentage of the maximum price to which the prospective Purchaser wishes to bid.
6. If the Bidder's details are the same as the Purchaser's details, then the Bidder will be deemed to be the Purchaser.
7. The prospective Purchaser warrants that he has fully apprised himself with the lot for which he is bidding and all associated documentation.
8. In the event of a telephone bid:
  - (a) The prospective Purchaser appoints Alliance Group as agent and authorises the Alliance Group representative to bid for the relevant lot on behalf of the prospective Purchaser in such a manner as the Alliance Group representative deems fit in his absolute discretion.
  - (b) The maximum price to which the Alliance Group representative is authorised to bid must be an exact figure. The Alliance Group representative 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.
  - (c) The telephone bid may exceed the Maximum Bid Price provided by the Bidder in writing, only if the Bidder, during the course of his telephone call with the Alliance Group representative during the bidding activity, verbally confirms his intention to exceed the Maximum Bid Price aforementioned.
  - (d) Notwithstanding that the bidder has stated a Maximum Bid price herein, if during the auction the Bidder instructs the Alliance Group representative, telephonically or otherwise, to bid higher than the stated Maximum Bid Price, the Bidder will be obliged to perform in terms of that further instruction and nothing herein contained shall absolve the bidder from any obligations that may arise as a result of such further instructions.
  - (e) The prospective Purchaser shall be considered to have inspected the auction catalogue and the general and special conditions of sale and notices to prospective Purchasers for the relevant lot and to have full knowledge thereof and authorised the Alliance Group representative as the prospective Purchaser's agent to sign the memorandum of contract incorporating all such matters after the auction.
  - (f) The form authorising the Alliance Group representative to bid is valid until 17h00 on the day of the auction. This is to allow for an instance where a Seller agrees to a post auction sale, where bidding had not reached an acceptable value.
  - (g) 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 Alliance Group representative in person prior to the lot being offered for sale. In this case the Alliance Group representative will not make any bids on behalf of the prospective Purchaser.
  - (h) The Alliance Group representative 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. The prospective Purchaser will be advised if the lot has not been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective Purchaser will be notified by post and the deposit returned as soon as possible.
  - (i) Prospective Purchasers are advised in respect to telephone bids that should they become disconnected during bidding or are unobtainable, neither the Alliance Group representative, nor Alliance Group Ltd or any of its subsidiaries, will not be held responsible or liable for any loss suffered in respect thereof.
  - (j) Should the telephone bid be the successful bid, the Alliance Group representative is authorised by the Purchaser to sign the Conditions of Sale on his behalf.
9. The amount of the prospective Purchaser's bid will not be disclosed to the vendor or any other person prior to during or after the sale without the consent of the prospective Purchaser.
10. All prospective Purchasers are advised to telephone Alliance Group 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 in the event of telephone bidding, the Alliance Group representative may in his absolute discretion decide not to bid for the relevant lot on the prospective Purchaser's behalf. In all events, neither the Alliance Group representative nor Alliance Group Ltd or any of its subsidiaries, will not be responsible for any loss, costs or damages incurred by the prospective Purchaser as a result thereof.
11. The successful Purchaser or Bidder will be jointly and severally liable to pay Alliance Group the deposit and Auctioneer's Commission referred to in the Conditions of Sale, which are available on request.
12. If the Bidder's bid is highest, then the Purchaser undertakes to sign a copy of the Conditions of Sale, and return same signed copy to Alliance Group, within 3 hours of the fall of the hammer.
13. Should the Bidder be bidding on behalf of another person, this bidding form must be accompanied by an original Power of Attorney.
14. Should the Bidder be bidding on behalf of a third party in respect of an entity (i.e. Close Corporation, Trust, Company, Association or similar), this proxy bidding form must be accompanied by the relevant signed resolution from the entity's Members, Trustees, Directors, Shareholders, etc.
15. A bidding form can only be withdrawn if notice is received by the Alliance Group representative in writing two hours before the lot is auctioned. This applies to proxy and telephone bids.