

Registration Form for Telephone Bidding

Section One – Registration Details

Date of Auction: _____

Address of Property: _____

Bidder Contact Details

Full Name: _____

Address: _____

Telephone number to be called from the Auction Room: _____

E-mail: _____

Identification

Please furnish a copy of your passport or driving licence for identification purposes, together with a copy of a utility bill or bank statement addressed to your current residence, as outlined above. Note, mobile phone bills are not acceptable as utility bills.

I enclose a cheque in the sum of € _____

The deposit can be paid by bank transfer, cheque or credit card (Visa or Mastercard) (€50.00 non-refundable handling charge applies on all card transactions) The deposit payable should be equal to the following:

€0 to €150,000 Deposit Amount of	€4,500
€150,000 to €300,000 Deposit amount of	€7,000
€300,000 +	€10,000

If you are the successful bidder you will be obliged to pay the balance of 10% of the Purchase price within 2 working days.

Bank Details on reverse

Please return to: Mary Fahy or Hugh O'Donnellan, O'Donnellan & Joyce Auctioneers, Mary Street, Galway. To be received no later than 2 working days prior to the auction. For further information please contact (091) 564212 or e-mail mary@odj.ie or hugh@odj.ie

TO BE COMPLETED BY THE AUCTIONEERS IN THE EVENT THAT THE REMOTE BIDDER IS SUCCESSFUL:

SALE PRICE - € _____

Section Two – Details for Contract of Sale

Full name, address and telephone number of the Purchaser (i.e the person, firm or company who is intended to be the owner of the Property. This name will be entered in the Contract for Sale. References to "in-trust" 'nominees', 'associated', or similar are unacceptable)

Name: _____

Address: _____

Tel No.: _____ Fax No.: _____

E-mail: _____

Purchaser's Solicitors' name, address and telephone number

Name of Solicitor: _____

Name of Firm: _____

Address: _____

Tel No.: _____ Fax No.: _____

I acknowledge and agree that O'Donnellan & Joyce ('the Auctioneers') may take photocopies of my identification documents and that such copies may be retained for the Auctioneers' records in order to comply with their bidder identification procedures. I instruct and authorise the Auctioneers to bid on my behalf in accordance with the Terms and Conditions printed on the reverse of this form 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 Purchaser (where the Purchaser is different) by the applicable Conditions of the Sale. The Auctioneers will bid on my behalf if required, taking my instructions in this respect on the telephone when the relevant property is being sold at the Auction.

I authorise you to record such bidding and instructions in order to avoid any doubts or disputes. I hereby give power of attorney to O'Donnellan & Joyce to sign the contracts on my behalf.

Signature of the Bidder, the intended purchaser:

Name and Address of the signatory in block capitals:

Date of Signing: _____

Terms and Conditions for Telephone Bidding

<p>These terms and conditions apply to You and You will be bound by them if You bid by telephone</p> <p>Auctioneer(s) means O'Donnellan & Joyce's auctioneer having conduct of the Auction</p> <p>Purchaser means the person, firm or company identified in Section Two of the Registration Form who agrees to buy the Lot and who is intended to be the owner of the Lot</p> <p>Vendor means the person selling the Lot</p> <p>You (and Your) means the person identified in Section One of the Registration Form (whether or not the Purchaser), being someone who bids by remote means at the Auction by telephone</p> <p>Auction means the O'Donnellan & Joyce auction to be held at the time and place and on the date advertised in the Auction catalogue in which the Lot appears</p> <p>Business Days has the same meaning as in the Law Society General Conditions of Sale (2009 edition)</p> <p>Conditions of Sale means the Auction Conduct Conditions contained in Part Two of the Auctioneers' Notices printed towards the front of the Auction catalogue together with the General Conditions of Sale and any Special Conditions of Sale and any Special Conditions of Sale and any addenda that are applicable and/or relevant to the Lot</p> <p>Maximum Bid Price means the maximum price that You wish to bid for the Lot. This must be shown exclusive of any VAT that might be applicable</p> <p>O'Donnellan & Joyce means O'Donnellan & Joyce Auctioneers Limited, having its registered office at 4/5 Mary Street, Galway</p> <p>Property means the property described in section 1 above for which you propose to bid by way of telephone bid</p> <p>Registration Form means the registration form for proxy, telephone and internet bidding printed overleaf and also available to download from the Auctioneers' website at www.odonnojoyce.com</p> <p>VAT means Value Added Tax or any other tax of a similar nature</p> <p>Registration Form</p> <p>1.1 If you wish to bid at the Auction by telephone, You should complete the Registration Form, entering Your full details in Section One and full details of the intended Purchaser in Section Two</p> <p>1.2 You should sign the registration form where indicated. If the form is not properly signed and completed in all respects, no bid will be accepted from you.</p> <p>1.3 In the event that Your bid is successful, the details appearing in Section Two of the Registration Form will be entered on the Contract for Sale for the Lot. Changes to these details may not be made without the Vendor's prior consent for which the Vendor might make a charge. References to 'nominee' or 'associates' or similar are unacceptable.</p>	<p>(a) two copy forms of identification for You as bidder, consisting of firstly a form of photo identification such as Your passport or current driving licence and secondly proof of Your address such as a recent utility bill or bank statement</p> <p>(a) a cheque or banker's draft in respect of the appropriate deposit should be delivered to O'Donnellan & Joyce Auctioneers, Mary Street, Galway for the attention of Miriam Keane by hand or by post so that it is received not less than 48 hours prior to the date of the Auction. Please note that Your copy of identification documents will be retained by the Auctioneers for the Auctioneers' records in order to comply with their bidder identification procedures</p> <p>1.4 No changes can be made to the registration form where indicated. If the form is not properly signed and completed in all respects, no bid will be accepted from you.</p> <p>1.5 In the event that there is any error or confusion in either the Registration Form or the accompanying deposit or in Your instructions, the Auctioneers reserve the right not to accept Your bid. Please note that the Auctioneers' decision as to what constitutes error or confusion is final</p> <p>1.6 Bids are accepted or rejected at the discretion of the auctioneer.</p> <p>2. Deposit</p> <p>2.1 The Registration Form should be returned together with a valid cheque or bankers' draft drawn on an Irish Bank with clearing facilities for a sum representing the greater of:</p> <p>(a) the minimum deposit of 10% of the AMV of the property, as outlined on the property brochure and as advised by agents</p> <p>2.2 If you are handling a blank cheque, this agreement hereby authorises a representative of O'Donnellan & Joyce to fill in the appropriate details on same representing 10% of the sale price (subject to a minimum of 10% of the AMV)</p> <p>2.3 If You successfully bid for the Lot and the purchase price for the Lot is less than Your Maximum Bid Price, then any excess of the deposit you have provided may be treated as additional deposit in respect of the Lot to be held according to the Conditions of Sale pending completion of the sale and purchase of the Lot and, in this event, You authorise the Auctioneer to retain the excess amount for this purpose</p> <p>2.4 In the event that Your bid for the Lot is unsuccessful (including where the Lot has been withdrawn or sold prior to the Auction), then the Auctioneers may destroy any cheque that You have provided by way of deposit and, for the avoidance of doubt, the Auctioneers shall now be obliged to return any such cheque to You. However, any banker's draft that you provide by way of deposit will, in these circumstances, be returned to You</p> <p>2.5 The Auctioneers shall not be obliged to account to You for any interest accruing on any deposit that You provide in respect of any remote bid</p> <p>3. Terms of Sale/Conduct of the Auction</p> <p>3.1 If your bid is successful, You will purchase subject to and will become bound by the Conditions of Sale which You will be considered to have inspected and to be fully aware of prior to the Auction</p> <p>3.2 Amendments or additions may be made to the conditions of sale prior to the auction. O'Donnellan & Joyce cannot accept responsibility for advising any telephone bidder or any such changes, additions or amendments to the conditions of sale</p> <p>3.3 If Your bid is successful, the Auctioneer or any person authorised by the Auctioneer will sign the Contract for Sale or a sale contract relating to the property on your behalf. Your signature on this agreement shall be taken as authority authorising the Auctioneer or person authorized by the Auctioneer to so sign</p> <p>3.4 The amount of Your Maximum Bid Price for the Lot will not be disclosed by the Auctioneer to the Vendor without Your prior consent</p> <p>3.5 If, after registering Your remote bid, You wish to bid for the Lot in person (including through an agent appointed by You who attends the Auction on Your behalf), You must notify such intention in writing to the Auctioneer prior to the Lot being offered for sale. In this event, You accept and agree that the Auctioneer will not then make any bids on your behalf</p>	<p>4. Disclaimer</p> <p>4.1 You need to accept that the best way of bidding at an auction is to attend in person or arrange for an Agent to bid on your behalf. O'Donnellan & Joyce recommend your personal attendance. O'Donnellan & Joyce are offering a telephone bidding basis to facilitate you to accept no responsibility for any problems that may arise as a result of:-</p> <ul style="list-style-type: none"> • Omissions from this registration form. • Confusion as a result of any clear writing on the registration form. The Auctioneer's decision in respect of same is binding. • Any changes in the date, time or venue for the auction. • Any withdrawal from the auction. • Any re-arrangement of the order of sale of property at the auction. • Any telecommunication or technical problems with the telephone line whether same relates to lack of connection, bad connection or any other technical or telecommunication failures or problems. • Any issues beyond the Auctioneers control. <p>In relation to the foregoing matters, O'Donnellan & Joyce, their employees or agents shall not be responsible in any manner whatsoever as a result of your failure to succeed in purchasing the property, and shall not be liable for any loss incurred by you, howsoever incurred</p> <p>Account Name: O Donnellan & Joyce Auctioneers Ltd.</p> <p>Bank: AIB</p> <p>Branch: 18 Eyre Square, Galway</p> <p>Account Number: 27385693</p> <p>Sort Code: 93 72 23</p> <p>IBAN: IE22AIBK 937223 27385693</p>
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