

AUCTION ROOM TERMS & CONDITIONS

BUYER'S CONDITION OF SALE

Buyer's commission is 18% on the fall of the hammer price.

First time Buyers are required to fill out a registration form at a cost of £1 and will be allocated a unique number, which will need to be returned after each auction. You can only use the bidding card number supplied by us.

Bids can be made in person or by telephone on the day, by leaving a commission bid, or online through www.bidonthis.co.uk

Online bids are subject to an additional commission of 1.5% payable to Bid On This.

Buyers are responsible for all goods bid on at the fall of the hammer. The Auction Room are not responsible for any wrongly placed bids

The highest bidder shall be the buyer. The auctioneer may, at his sole discretion, determine the advance of the bidding or refuse a bid. If during the auction the auctioneer considers that a dispute has arisen he has absolute discretion to settle the dispute or re-offer the lot. The auctioneers may only re-offer if a bidder contests a matter immediately, and before the offering of the next lot.

All lots must be paid for and removed (unless alternative arrangements have been agreed with The Auction Room) on the day of sale.

If any lot is not paid for and removed the Auctioneers may remove, store and insure the lot/s at the expense of the defaulting buyer. A storage charge of £5 per lot, per day will be charged.

If after seven days from the date of the sale, the Buyer is still in default, the Auctioneers may resell the lot/s, either by public auction or private contract. The Buyer, making such default, shall be liable for any deficiency arising from such resale and for resulting expenses. Any surplus arising shall belong to the auctioneer.

The auctioneers accept no responsibility for the accuracy of any statement, whether printed in the catalogue, published on the internet or made orally, as to grading, authorship, attribution, genuineness, origin, date, age, provenance and/or condition. All such statements are statements of opinion and are not to be taken as being, or implying, warranties, guarantees or representations of fact. The Auctioneers reserve the right in forming their opinion, to consult and rely on any expert or authority considered by them to be reliable. All lots are **SOLD AS SEEN**, with all faults, imperfections and any errors of description. Period electrical items are sold for their decorative value only.

There are no warranties or refunds, except in the case of none working electrical items where these have been listed as working order. These must be returned within 2 working days directly after the sale date.

Ample opportunity is given for inspection. Each purchaser, by making a bid for a lot, is deemed to have knowledge of all the Conditions of Sale and to have satisfied themselves as to the physical condition and accuracy of the description of the lot, including, but not restricted to, whether the lot is damaged or has been repaired.

When making a telephone or commission bid the successful buyer will be contacted & payment will be required on the day of sale, if this is not possible an arrangement must be confirmed with The Auction Room within two working days from the Auction date.

TERMS & CONDITIONS FOR VENDORS/SELLERS

Vendors commission is 15% per item or £1, whichever is the greater on the first £1000 of the hammer price plus 10% thereafter.

A lotting fee of £3 is payable by the vendor on all lots entered for sale.

A unique reference number will be given to all vendors, if you require any information regarding your lots will need to quote the 3 letter reference given.

All vendors will be required to fill out a sale sheet for each lot they submit please ensure this is filled out clearly & correctly, with the vendors full address details, contact number, and a full description of the items being entered into the next sale, together with any reserves required. Reserves are accepted at the Auctioneers discretion, but will not usually be less than £10 per lot. Please be advised that lots are subject to a 5% fee of the vendors reserve price if unsold. All lots are put up for sale without reserve unless written instructions are received at least 48 hours prior to the Sale or indeed a reserve is entered in the schedule hereto.

All items for sale would preferably be in good clean and working order, with instructions, boxes or warranties if possible, this in turn may add value to the sale items.

Transport is available using our in house service. A quote can be provided upon request.

Any lots which the Auctioneers consider unsaleable or in any way unsuitable may be returned to the Vendor or disposed of at the Auctioneers discretion for which a charge will be incurred and is payable by the Vendor.

If the vendor states electrical items are in good working order, but are found to be Non-working, The Auction Room will CHARGE **you** the vendor, for the time wasted there will be a Fee of £10 per item.

If the item is not in working condition when plug in to an electrical socket, the vendors will then be charged for a non-working item and will be asked to remove the said items from the Auction Room A.S.A.P.

Please check you goods before entering to Auction.

Unsold lots need to be collected by the vendor after the auction, no later than 2 working days after the sale date. Lots can be re-entered by the vendor into the next sale at a lotting fee of £3 per lot, the reserve will also need to be revised or removed altogether.

Any item left at The Auction Room for longer than 2 working days after the last sale date, the vendor will then be charged a storage fee of £5 per lot per day and/or disposal costs and any costs incurred to The Auction Room will be charged to the defaulting vendor, unless an alternative arrangement has be agreed previously with The Auction Room.

The Auctioneers are instructed by the Vendor to act as the Vendor's agents to sell the Property by auction or private treaty subject to the Conditions.

The Vendor warrants to The Auction Room and to the Buyer that he is the true owner of the Property or is properly authorised to sell the Property by the true owner free from all incumbrances. The Vendor of the property not held by the Auctioneers on their sale premises or under their control, warrants and undertakes to the Auctioneers and the Buyer that the property will be available and in a deliverable state on demand by the Buyer.

Whilst every effort will be made by the Auctioneers to catalogue the Property correctly the Auctioneers shall not be liable to the Vendor for any errors in the catalogue description and the Vendor shall be liable to the Buyer for any errors in the catalogue description whether or not such errors entitle the Buyer to rescind the sale under the Auctioneers Conditions of Sale by auction and omission to the salerooms.

The Vendor authorises the Auctioneers to sell their Property on the basis that they are sold as seen with all faults, imperfections and errors of description.

Where a Vendor cancels instructions for sale or where a lot is withdrawn for any reason The Auction Room reserves the right to charge a fee equal to the Vendor's unsold commission of 5% of the reserve or in the absence of a reserve by reference to an estimated price reasonably fixed by the Auctioneers, at the date of the Sale from which the goods are withdrawn.

Should a dispute arise the Auctioneers are authorised by the Vendor to determine the dispute and to put up the Property again at the last undisputed bid.

The Vendor authorises the Auctioneers to bid on his behalf at their discretion up to the amount of the reserve to buy in the Property on the Vendor's behalf as unsold below the reserve or to withdraw the Property as unsold if the reserve is not reached.

No Vendor may bid nor may any third party bid on a Vendor's behalf.

The Auctioneers have the Vendor's authority to divide any lot, to combine any two or more lots or withdraw any lot or lots from the Sale.

The Auctioneers act as the Vendor's agents and are not liable to the Vendor for any default by the Buyer.

The Auctioneers assume the right to take and use photographs at their discretion

PAYMENT POLICY

The Auctioneers shall pay the Vendor the net proceeds of the Sale less any sum due to the Auctioneers from the Vendor less any charges incurred within 28 days of the date of the Sale. Payout via cash and/or cheque is available please contact The Auction Room to discuss these options.

Any money to be paid out to you the vendor, must be collected by you with the blue copy of the sale form within 3 month of the Auction in which your items were sold in. Failure to do so may void any payments to the vendor, unless you have pre-arranged with The Auction Room.