

TERMS & CONDITIONS OF SALE

1. COMMISSION RATES & CHARGES:

- (1) Vendors commission will be charged at the rate of 16% on each lot, subject to a minimum of £2.00 per lot.
- (2) Buyers premium will be charged at the rate of 11% on each lot with a minimum of £1.
- (3) There will be a charge of £2.00 per lot on all unsold and not forward lots.
- (4) All electrical items are subject to safety testing, for which there will be a fixed charge of £2 per item.
All the above are subject to the addition of value added tax at the standard rate.

2. VAT:

- (1) It should be noted that all lots sold on behalf of non registered vendors will be sold under VAT Auctioneers Margin Scheme unless written instructions are received to the contrary. Any registered vendor trading goods under the General Margin Scheme and requiring the goods to be sold under the Auctioneers Scheme must enter such goods on a separate form clearly stating that they are to be sold under the respective schemes.
- (2) Value Added Tax at the standard rate will be charged on all lots unless otherwise announced at the time of the sale.

3. PRIVATE SALES:

- (1) No lot entered or advertised for sale by the Auctioneers should be sold by the owner privately prior to the commencement of the sale for which the lot has been entered or advertised. The Auctioneers are not to be under any liability for any breach of this condition whatsoever.
- (2) In all cases where a lot is not forward for sale the Auctioneers shall be indemnified by the person entering such a lot for all expenses incurred in relation thereto and against all such claims from third parties as may arise.
- (3) If any lot is sold privately subsequently on the sale ground, the sale must be booked in through the Auctioneers' office and the terms and conditions of sale will apply and commission will be charged.
- (4) The Auctioneers reserve the right to sell privately at the reserved price any lot remaining on site after the auction without further consultation with the vendor.

4. RESERVES:

- (1) No reserve will be accepted under £10 for any lot.
- (2) Reserves shall be given in writing to the Auctioneers before the advertised time for the commencement of the sale. Vendors reserve the right to bid through the Auctioneers as their Agents, and shall only bid through them. **NO VENDOR SHALL IN ANY CIRCUMSTANCES WHATSOEVER BID OR ALLOW ANYONE ELSE TO BID ON HIS BEHALF FOR ANY LOT OWNED BY SUCH VENDOR,** save that this restriction shall not be extended to lots being sold on a dissolution of partnership. Should any improper bidding be discovered, full commission will be charged on any lots bought in.

5. VENDORS/PURCHASERS RISKS:

- (1) All lots are accepted and remain on the sale ground at the vendors risk.
- (2) On the fall of the hammer all lots remain on the sale ground entirely at the purchasers risk. No liability is accepted for loss or damage whatsoever.

6. EXCLUSION OF LIABILITY:

The Auctioneers shall not be liable for any expenses, loss, claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including all lots) whether incurred before, during or after the sale.

The Auctioneers shall not be liable for any expense, loss, claim or proceeding in any respect of personal injury to or death of any person arising out of or in the course of or caused by the sale, except to the extent that the same is due to the negligence of the Auctioneers, their Servants or Agents.

7. BIDDING:

The highest bidder shall be the Purchaser and any dispute which arises shall be settled by the Auctioneer who shall regulate the bidding and have the right to refuse a bid.

8. PAYMENT:

- (1) All purchases shall be paid for on the day of the sale direct to the Auctioneers before removal and no lot to be removed without the written authority of the Auctioneers.
- (2) Cheques will not be accepted unless prior arrangements with the Auctioneers have been made.
- (3) Where a purchaser defaults in payment, the Auctioneers reserve the right to re-sell the lot and to charge the Purchaser with any expenses and loss incurred by reason of the failure of the Purchaser to complete his purchases.
- (4) The Auctioneers reserve the right to charge interest at the current bank overdraft rate on any outstanding accounts from the day of sale unless special arrangements have been made with the Auctioneers in this respect.
- (5) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.
- (6) Every purchaser shall leave his full name and address at the Auctioneers office whether he intends to remove his purchases on the day of the sale or not.
- (7) Monies received from purchasers will be held by the Auctioneers in a separate identifiable Clients' Account.

9. DESCRIPTION:

The descriptions are supplied by the Vendor who alone is responsible for details and accuracy. The Auctioneers will not be answerable in respect of any errors which may occur in the Catalogue. The Auctioneers may make any intimation or any alteration or modification of the Catalogue description of any lot immediately before asking for bids.

The Auctioneers shall be the sole and exclusive judge of the fact of such intimation and the terms in which it is made. Each lot is sold with all faults, imperfections and errors of description and the Auctioneers are not responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.

10. WARRANTY:

- (1) Unless a warranty is given in the catalogue or at the time of sale, the lots are sold as they stand with all faults, imperfections and errors of descriptions or otherwise. The purchaser shall be deemed to have inspected the lots he buys.
- (2) Vehicles and trailers may not be immediately roadworthy or may be of such design as will not, without alterations, comply with the provisions of Road Traffic Acts or Regulations. The Purchaser shall undertake to comply with such Acts and Regulations.
- (3) Implements and machinery may not immediately comply with the provisions of Safety Health and Welfare Acts and regulations. The purchaser shall undertake to comply with such Acts and Regulations.
- (4) Vendors must comply with the Trade Descriptions Act 1968 and be capable of substantiating all claims, descriptions, quality, manufacture, composition etc of their lots.
- (5) Items described as being in working or running order or condition shall have no defect which renders it incapable of the reasonable work for which it is intended and must be capable of performing such work.
- (6) Items described as being in good working or running order or condition shall be mechanically sound and capable of performing the work for which it is intended.
- (7) No item shall be returnable for any description or warranty other than that affecting its working, running or mechanical condition.
- (8) Items described as straight from work, recently overhauled etc or similar description shall be deemed a warranty and be capable of performing the work for which it is intended.

11. FIRE SAFETY REQUIREMENTS ON UPHOLSTERY:

All upholstered furniture manufactured after 1950 must have a fire certificate attached stating that it complies to the 1988 fire regulations. We are unable to sell any furniture that does not comply.

12. COMPLAINTS:

- (1) If the Auctioneers receive a complaint in writing by 5 p.m. on Monday following the date of the sale the net proceeds of sale shall be held by the Auctioneers and they shall be under no obligation to account to the Vendor until they are satisfied that such dispute has been settled.
- (2) No lot shall be subject to the complaint procedure unless paid for on the day of the sale and any such payment subsequently stopped or dishonoured shall not constitute payment.
- (3) The Auctioneers shall have the right to appoint a person to act as arbitrator subject to the Arbitration Acts as modified by these conditions of sale. The arbitrator's decision shall be final and binding on all parties.
- (4) The Auctioneers act solely as agent between the Vendor and Purchaser and in the event of a dispute or refusal to pay or non-payment on the part of the Purchaser, they may, at their discretion, annul and cancel the sale of such lot or lots.

13. PAYMENT TO VENDORS:

Vendors shall be entitled to receive the purchase price of any lot or lots sold on the sixth day after the sale, provided that the Auctioneers shall have received the same and:

- (1) That the complaints procedure shall not have been invoked by or on behalf of the Purchaser, when payment of what is due will be made to whom it is due as soon as practicable by the Auctioneers after settlement of the complaint and;
- (2) That in the event of any acknowledged debt of the vendor being owed to the Auctioneers, the latter shall have the right to set off such debt against the proceeds of sale.
- (3) Unsold lots have been removed from the sale ground.

14. LOADING/UNLOADING SERVICES:

A fork lift is available free of charge to assist with the loading/unloading of lots. A loading ramp is also available. These facilities are provided entirely at the risk of the Vendor or Purchaser who must be responsible for supervision. The Auctioneers accept no liability whatsoever.

15. UNSOLD LOT DISPOSAL:

The auctioneers reserve the right to dispose of any items failing the electrical safety test and also any items not attracting a bid unless prior instructions are received.

Disposal charges will also be applicable.

16. DATA PROTECTION:

By signing this form you are consenting to York Auction Centre holding and processing your personal data to identify you as a vendor or purchaser at one of our auction sales. You may withdraw this consent at any time by contacting us at the address below.

We will not pass your personal data to any third party unless we are legally required to share certain personal data, which might include yours.

No Servant or Agent of the Auctioneer has any authority to vary these Terms or Conditions.