

## Buying from Chesterfield Auctions

### Terms and conditions

Prospective purchasers should always thoroughly examine any items they are interested in before placing a bid and before the auction commences – viewing times are on sale days only before commencement of sale. For those unable to attend in person, we offer an image and condition report service by telephone and email, however buyers are responsible for satisfying themselves concerning the description and condition of the lots before proceeding to purchase – whilst every care is taken to provide an accurate description in the catalogue, it is based on a statement of opinion and not on fact and items are sold as seen. When you have decided which lot(s) you would like to receive condition reports on, please contact us via Tel 01246 236155 / 07792666469 – we accept enquiries prior to all sales. We do our utmost to respond to all, however, please ensure you allow enough time for the relevant administration work to be carried out, also bearing in mind that we may not be able to respond to those received on sale days before the lot(s) go under the auctioneers hammer. We also take this opportunity to remind you to refer to our glossary for assistance when considering descriptions, although this is not exhaustive and should you wish any term explained. We advise that it is your responsibility to clarify descriptions with a member of our staff before purchasing. Once you are content with your decision, we invite you to attend our auctions to enjoy the drama and thrills of a sale, however we acknowledge this is not always possible, and so we offer the following option:

- **ABSENTEE BID** | You are welcome to leave a bid with us and the auctioneer will bid on your behalf against other bidders. When you have decided which lots you would like to bid on you may leave bids in person on sale days at our Auction room or via email at [chesterfieldauctions@hotmail.com](mailto:chesterfieldauctions@hotmail.com) or by telephone on 07792666469. We only accept bids prior to our sales; however please ensure you allow enough time for the relevant administration work to be carried out before the lot comes under the auctioneers hammer. Absentee bidder's instructions may be cancelled at any time before the auction takes place, but cancellation cannot be guaranteed once an auction has commenced.

No responsibility is accepted for bids not actioned by Chesterfield Auctions for whatever reason; we reserve the right to refuse an application where we feel it appropriate. PLEASE NOTE where you leave a commission bid with Chesterfield Auctions via email, telephone or in person, we will action standard charges for a winning bid, however, where you leave a commission bid with Chesterfield Auctions via online service standard charges together with the appropriate additional online bidding charge, as noted below, will be actioned.

- **TELEPHONE BID** | You are welcome to register to bid by telephone; on the day of the auction, a member of our team will contact you shortly before the lot appears for sale, they will then act on your behalf in the saleroom, bidding on your instruction. We advise that such requests should be placed as far in advance as possible. Please note that this is a first come first served service, and where there are many bidders previously logged we may not always be able to accept registration. No responsibility is accepted for bids not actioned by Chesterfield Auctions for whatever reason; we reserve the right to refuse an application where we feel it appropriate.

• **LIVE ONLINE BIDDING** | To access this service, please visit our website, for instructions on how to register.

www.chesterfield-auctions.co.uk, where you will find instructions on how, and when, to register – this is an easy to use service, however should you have any difficulties do please contact us on 07792666469 and we will be able to advise you further. Please note that there is an additional 3% buyer's premium for this service over and above the 22% buyer's premium charged by Chesterfield Auctions ( 25% in total). No responsibility is accepted for bids not actioned by Chesterfield Auctions for whatever reason; we reserve the right to refuse an application where we feel it appropriate.

• **REGISTRATION** | Buyers need to register at each sale before bidding in person. Please complete a registration form at the Auction Centre, and pass this to our reception staff who will then issue you with a bidding number – please note a form of identification will be needed. For those placing commission or telephone bids, we will ask for your name, Address, telephone number (to include a land line) and email address. No responsibility is accepted for bids not actioned by Chesterfield Auctions for whatever reason; we reserve the right to refuse an application where we feel it appropriate.

**BUYERS PREMIUM** | A buyer's premium of 22% is payable - in addition to the hammer price. Please refer to the point titled LIVE ONLINE BIDDING above for details on the additional charges for this service. A minimum lot charge of £5.00 applies.

#### **Payment options**

We accept, Cash payment on collection, Bank transfers , Bankers drafts ( sort code 40-17-15 account No 01846159 ) cheques are only accepted by prior arrangement and lots purchased in this manner cannot be collected until full bank clearance is completed (approximately seven working days). Where payment has not been received 7 working days following the sale, Chesterfield auctions reserves the right to rescind the sale, with ownership reverting to the vendor.

**AFTER SALE OFFERS** | Where an item remains unsold on auction day, should a reasonable offer be made during the week following the sale, Chesterfield Auctions reserve the right, in their position as agents, to accept on the vendors behalf. All such sales incur the same charges as if the Lot had been sold at Auction.

**CONTINUING CONTACT** | Chesterfield Auctions do not pass your details onto third parties but they may forward enquiries to you on information of forthcoming sales. Please advise us if you do not want to receive such contact.

**POST SALE TERMS** | Once the hammer has fallen, Chesterfield Auctions responsibility for insurance for the Lot expires and it is the buyers own responsibility to ensure their items are sufficiently covered whilst in our possession. Chesterfield Auctions will not accept any claims for damage once the hammer has fallen.

**COLLECTION OF PURCHASED ITEMS** | All Buyers and Couriers must check their purchases prior to departure from the auction rooms. Chesterfield auctions will accept no claims for loss or damage thereafter. Timely collection of items is imperative as storage space is limited Furniture Lots must be paid for and collected within 3 working days after the sale, items remaining after this timescale will incur a storage fee of £50 per week.

General items must be paid for and collected within 5 working days of the end of sale, after that storage charges will apply which will vary between £10-£20 per week dependent upon volume of items/space required to store.

Failure to pay for goods within seven days of the auction will result in the sale being rescinded. The defaulting buyer will also be blocked from bidding in future Chesterfield Auctions sales.

**POSTAGE OF ITEMS** | Chesterfield auctions has no postage and packing department and you must make your own arrangements to fetch your goods either yourselves or by an appointed person or trusted courier. If items are to be fetched via a courier service, we will pack the items to the best of our ability for them to be transported, (This is a payable service and will be added to your invoice)

**ITEMS DAMAGED DURING TRANSIT** Chesterfield auctions will not accept any responsibility for any damage incurred through packing or while items are in transit.

**RIGHT TO ADMISSION** | Chesterfield Auctions reserves the right to refuse admission to any of its auctions without giving a reason.

#### **USEFUL INFORMATION**

- Please note all furniture is sold as a work of art, not for functional use in a domestic setting. Upholstered items which do not comply with fire regulations will be sold for their structural and artistic value only, not for household use in their current state. Fire Safety Regulations do not apply to furniture intended for export and furniture manufactured prior to 1950.
- Clients are advised all contracts with Chesterfield Auctions are governed by the laws of England and Wales and the jurisdiction of the English and Welsh courts applies.

#### **IMPORTANT INFORMATION**

##### **AUCTION ATTENDEES**

All who attend Chesterfield Auctions sales, shall be deemed to be there at their own risk, and are to take note of security arrangements and of the layout of the site on arrival. They shall have no claim against Chesterfield Auctions in respect of any accident which may occur or injury, damage or loss howsoever caused.

The right is reserved to refuse admission to the auction premises and may be used by Chesterfield Auctions without giving a reason.

##### **AUCTION PROCEDURE:**

Any auction shall be conducted at the absolute discretion of Chesterfield Auctioneers.

Chesterfield Auctions shall conduct the Auction with reasonable skill and care - for example, what constitutes a bid shall be at the absolute discretion of the Auctioneer, acting with reasonable skill and care.

Chesterfield Auctions shall have the right to refuse any bid which does not exceed the previous bid by at least 10% or by such greater proportion as the Auctioneer shall in his or her absolute discretion direct.

Chesterfield Auctions reserve the right not to approve any online bidder when their registration credit check is not successful and who cannot provide references. Chesterfield Auctions will not accept commission bids for any buyer that has an outstanding invoice.

Chesterfield Auctions do their utmost to execute each and every bid, but neither Chesterfield Auctions nor the seller will be responsible for errors or failures to execute bids placed on the internet or on a mobile device or telephone, including, without limitation, any loss of telephone line connection, or connection to the internet; or any breakdown or problem with the online bidding software or the website service provider.

Chesterfield Auctions advises that the Auctioneer will commence and advance bidding at levels and increments he considers appropriate and is entitled to place a bid or series of bids on behalf of the Seller up to the reserve on the lot, without indicating he is doing so and whether or not other bids are placed.

Where two or more bids at the same level are simultaneously received, Chesterfield Auctions shall have absolute discretion to determine which bid to prefer. Subject to the foregoing where two or more bids at the same level are simultaneously received by the Auctioneer, any bid by a Bidder personally present at an Auction shall take preference over any bid submitted by telephone or over the Internet. Any bid made or attempted by telephone or over the internet shall be deemed to have been made only if received by the Auctioneer.

Chesterfield Auctions has the discretion at any time, to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if they believe there may be error or dispute, and take such action as they reasonably think fit.

As Auctioneers, Chesterfield Auctions usually contract as agents for the seller whose identity, for reasons of confidentiality, is not normally disclosed; accordingly, on entering into purchase, your primary contract is with the seller.

The ownership of any Lot purchased shall not pass to the relevant Buyer until they have made full and total payment to Chesterfield Auctions.

Chesterfield Auctions are, primarily, agents for the seller. We are dependent on information provided by the seller and whilst we may inspect lots and act reasonably in taking a general view about them, we are normally unable to carry out any detailed examination of lots in order to ascertain their condition in the way in which it would be prudent for a buyer to. Intending buyers have ample opportunity for inspection of goods and, therefore, accept responsibility for inspecting and investigating lots prior to purchase. Neither Chesterfield Auctions nor the seller accepts any responsibility for the condition of lots sold; particularly with regard to objects being in working order.

## **CLIENT CONTACT**

Any notice to any buyer, vendor, bidder or viewer may be given by first class mail or email in which case it shall be deemed to have been received by the addressee 48 hours after posting or sending.

## **COMPLAINTS**

Should there be any matters you would wish to lodge an objection to, please contact Mr Kevan Weston directly at [chesterfieldauctions@hotmail.com](mailto:chesterfieldauctions@hotmail.com), or via 07792666469.

## **CONSIGNED LOTS**

On signing the consignment receipt, the vendor confirms to Chesterfield Auctions that they are the true owner of the property or has the authorisation from the true owner to sell the property.

On consignment, where possible, we identify the most appropriate auction for your object(s), however Chesterfield Auctions reserve the right to re-assign sales for any consignments should they feel it prudent, in order to maximise your financial return.

## **ELECTRICAL ITEMS**

Please be aware that any electrical items are sold as not working and must be checked by a qualified electrician before any use.

## **LOT DESCRIPTION:**

Care is taken to ensure that any statements as to authorship, attribution, origin, date, age, provenance and condition are reliable and accurate, but all such are statements of opinion and are not to be taken as statements or representations of fact. Chesterfield Auctions reserve the right, in forming their opinion, to consult and rely upon any expert or authority reasonably considered by them to be reliable.

Whilst we seek to describe lots accurately, it may be impractical for us to carry out exhaustive due diligence on each lot. Prospective Buyers are given ample opportunities to view and inspect before any sale and they (and any independent experts on their behalf) must satisfy themselves as to the accuracy of any description of a lot.

Similarly reports on the condition of any lot are offered by Chesterfield Auctions as a statement of opinion only, and not of fact, and as such Chesterfield Auctions are not liable for any errors or omissions contained therein. Chesterfield Auctions will not be held responsible for any damage or defect that has not been notified to the buyer. We accept enquiries prior to, our sales, and we do our utmost to respond to all, however please ensure you allow enough time for the relevant administration work to be carried out, also bearing in mind that we may not be able to respond to those received on sale day before the lot(s) go under the auctioneer's hammer.

Catalogue illustrations are for guidance only and will not convey full information as to the actual condition of lots.

Where the term (a/f) is used, this refers to a lot being 'as found', it is used for guidance only and indicates that in our opinion there is damage or repair to an item, the omission of this term does

not indicate there is not significant damage or repair to an item and Chesterfield Auctions are not liable for the omission of this term.

Please note all furniture is sold as a work of art, not for functional use in a domestic setting. Upholstered items which do not comply with fire regulations will be sold for their structural and artistic value only, not for household use in their current state. Fire Safety Regulations do not apply to furniture intended for export and furniture manufactured prior to 1950.

## **MARKETING**

Chesterfield Auctions reserve the right to advertise any consigned objects in all forms of media, known now or in the future, either before or after a sale, without requesting the vendor's or buyer's authorisation.

## **MEASUREMENTS**

All measurements are approximate, and due to the nature of the goods on offer we use both metric and imperial figures; should you require additional measurements for any item, please contact us on 07792 666469.

## **PRIVACY STATEMENT:**

**WHAT DO WE DO WITH YOUR INFORMATION?** | When you purchase something from us, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.

Email marketing (if applicable): With your permission, we may send you emails about our auctions and other news.

**CONSENT** | How do you get my consent? When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

How do I withdraw my consent? If after you opt-in, you change your mind, you may withdraw your consent for us to contact you please call 07792666469

**DISCLOSURE** | we may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

**THIRD-PARTY SERVICES** | In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

Once you leave our website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

**LINKS** | When you click on links on our website, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

**SECURITY** | To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

**CHANGES TO THIS PRIVACY POLICY** | We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

#### **.UNSALEABLE ITEMS**

Chesterfield Auctions reserves the right to dispose of any item that in their opinion is unsaleable. Items, including electrical goods and soft furnishings, which do not comply with current legislation will not be offered at Auction.

#### **WEBSITE**

Whilst Chesterfield Auctions endeavours to ensure that the information supplied on the website is correct, Chesterfield Auctions does not warrant the accuracy and completeness of the material on the website, and may make changes to the material on the website, or to the products and prices described in it, at any time without notice. The material on the website may be out of date, and Chesterfield Auctions makes no commitment to update such material.

The material on the website is provided 'as is', without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Chesterfield Auctions provides you with the website on the basis that Chesterfield Auctions excludes all representations, warranties, conditions and other terms which, but for this legal notice, might have effect in relation to the website.

**Important notice** By participating in any auction/sale by Chesterfield Auctions either by telephone , in person , or by an online bidding platform , you are agreeing to the above terms and conditions and have satisfied yourselves that you have read and understand them and are willing to abide by them in their entirety.

