

# **CHESTERFIELD AUCTIONS**

## **Terms and Conditions of Sale**

**last updated 30/11 2020**

For sales held at Loundsley Green Community Centre on behalf of Chesterfield Auctions These terms and conditions set out the agreement between Chesterfield Auctions (hereinafter referred to as "us" or "we" and the sellers and buyers of items. These terms and conditions apply to all contracts made between us and a buyer or seller of any lots and shall prevail over any other documentation or implied through trade practice, custom and course of dealing.

### **1. COMMISSIONS AND CHARGES MADE TO SELLERS**

1.1 We will charge 22% commission on the sum realised for each lot sold at auction. We will charge a minimum of £5.00 commission on all sales negotiated on the day of sale on any unsold lots. Lots that do not reach their reserve price we will charge a fee of £5.00 for each unsold lot up to a maximum reserve price of £100.00, and an additional £10.00 thereafter for every £100.00 or equivalent to the lower reserve estimate. We will deduct our commission and all other charges (including an entrance fee of £4.50 per lot) from money received from the sale of goods before payment is made to the seller.

1.2 Goods may be purchased by you or your agents or by us on your behalf. Any sales at or above the reserve price attract full commission.

1.2A .All lots entered into sale will be subject to a minimum selling price of £5.00 per lot and will be withdrawn from sale on sale day, if this price is not achieved.

1.3 The seller of each lot shall provide to us his name, address, telephone number and proof of identity (of which we may take copies) when entering goods for sale. Acceptable evidence of identity would be documentation including a picture and confirming a current address such as a passport or driving license with a utility bill.

2. **WITHDRAWAL OR REMOVAL FROM SALE** (Withdrawal of items from sale must be confirmed 24 hours prior to the sale)

2.1 We will charge 22% of the bottom estimate on any lot with a minimum charge of £12.00 per lot (whichever is the highest) for any lots which have been consigned to auction by the vendor themselves or on behalf of the vendor (by signing the appropriate paperwork) and wish them to be withdrawn from the sale.

2.2 We have the right to refuse any items to be sold which we, in our sole opinion, deem to be unfit for sale at the auction.

### **3. BIDDING PROCESS**

3.1 We have the right, without giving any reason to refuse any person from bidding at the auction.

3.2 In the event of dispute as to any bid or any other matter, we may immediately determine the dispute, put up the lot again at the last undisputed bid or withdraw the lot. The decision of Chesterfield Auctions (including the decisions of our auctioneers will always be final)

3.3 The goods shall be put up for sale without reserve unless we are notified to the contrary by you before the auction, although we reserve the right to fix a reserve price for any lot we deem appropriate.

3.4 We will have the sole discretion to combine any unsold lots that are under one ownership subject to reserves being maintained.

3.5 We are authorized by the seller of each lot to bid on that seller's behalf at our discretion up to the amount of the reserve price, to buy in the goods on the sellers behalf as unsold below the reserve price or to withdraw goods as unsold if the reserve price is not reached.

3.6 We are authorized by the seller of each lot to bid on the behalf of those persons who have left with us written authority to bid on their behalf before the auction.

3.7 We accept no responsibility in connection with the commissioning of our staff to bid for any lots.

3.8 We may take reasonable steps to regulate the bidding and to refuse undesirable bids at our sole discretion.

3.9 The highest bidder for each lot shall be the buyer of that lot. The buyer shall pay commission to us at a rate of 22% of the purchase price.

3.10 The buyer of each lot shall provide to us his name, address, telephone number and proof of identity (if required by us) upon arrival at the sale. Acceptable evidence of identity would be documentation including a picture and confirming a current address such as a passport or driving license with a utility bill.

3.11 Each lot shall be at the buyer's risk from the fall of the hammer but must be paid for in full before property in the goods passes to the buyer.

### **4. PAYMENTS BY THE BUYER**

4.1 each buyer shall pay the purchase price plus commission due to us at the end of the sale. No goods shall be removed during the sale or until all sums due from the buyer have been paid in full.

4.2 Payments by Debit cards will attract a fee of £1.00 per transaction and payments by Credit cards will attract a 3% charge per transaction to cover banking costs.

4.3 Cheques cannot be accepted without making prior arrangements with the Auctioneer. We may request that references are supplied to us so that enquiries can be taken up before the sale.

4.4 All items purchased are to be removed from the premises of the day of sale unless alternative agreements have been reached with auctioneers and written down on the buyer's receipt. Items can only be removed from the sale room with the help of a porter or member of staff. The buyer is liable for a charge of £5 per lot per day for storage starting on the 5TH day following any sale and continuing until the lot is removed or resold. If goods are left uncollected for more than a period of fourteen days after sale any money paid for the goods shall be forfeited by the owner of the lot and the lot shall be resold by auction or private sale. Any costs and expenses incurred by us (and not covered by any monies paid by the buyer) shall be due as a debt from the buyer in default upon the first sale.

## 5. GOODS

5.1 All lots entered into an auction by Chesterfield Auctions and stored at the auction venue, will be at the exclusive risk of the seller until the property passes to the buyer. Unsold lots shall remain at the risk of the seller and must be removed from the premises on the same day as the auction, subject to clause 4.4 above.

5.2 We reserve the right to sell Any goods using any selling format at our disposal that have been left in our possession for whatever reasons for more than a 3 month period. Any monies arising from the sale of such goods will be held for a further 9 month period and will still be subject to our 22% commission charge if claimed also other costs such as storage, selling/ cataloguing fees may also be claimed. If monies for such goods are not claimed after the full 12 month period as stated above. The monies will be donated to a charitable organization of our choosing.

5.3 Neither us, the seller or the auctioneers are responsible for the correctness of any statement as to the manufacture, origin, type, date, age, genuineness or provenance of any lot offered. Any opinion offered by the auctioneers is to be classed as their own opinions and not to be taken as fact.

5.4 All descriptions in any catalogue, advertising, or brochures produced by us are an opinion for the guidance of prospective buyers; they are not a guarantee of authenticity, genuineness or condition and are not to be relied upon. Intending buyers must satisfy themselves by inspection or otherwise of any lot or lots in which they are interested as to their authenticity, genuineness, or condition. Any illustrations given are for general identification only.

5.5 Opportunity will be given for inspection of items up for auction. Buyers making a bid for a lot acknowledge that he or she has satisfied themselves fully on the physical condition of any lot and has satisfied themselves as to whether the item is damaged repaired or restored before bidding.

5.6 ALL ELECTRICAL GOODS SOLD BY US ARE SOLD AS SCRAP AND ALTHOUGH THEY MAY BE IN WORKING ORDER IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO ENSURE THE LOT OR ITEM IS INSPECTED AND CERTIFIED BY A QUALIFIED ELECTRICIAN BEFORE CONNECTING TO ANY MAINS SUPPLY.

5.7 The seller warrants to us that he or she is the true owner of the property and is properly authorized to sell the property and able to transfer good and marketable title free from third party claims and as such indemnifies us against any claim arising out of or connected to.

## 6. LIMITATION OF LIABILITY – YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE WHICH YOU SHOULD READ

6.1 We sell as agents for the seller (except where we are stated to own any lots) and as such as not responsible for any default by the seller or buyer.

6.2 A person attending a sale conducted by us shall not have any claim against us or our auctioneers or the seller of any lots for defective goods or items purchased. All purchases are sold as seen and with no warranty from us, the auctioneers or the seller unless specifically stated.

6.3 We, our auctioneers and owners of the sale hall are not responsible for any loss of or damage to goods howsoever caused.

6.4 Every person on the premises before during or after the sale shall be deemed to be there at his own risk and with notice of the condition of the premises and their contents. Such persons shall have no claim against us in respect of any injury sustained or any accident which might occur from any cause whatsoever.

7. GOVERNING LAW These conditions shall be governed by and construed in accordance with English law. All transactions to which these conditions apply and all connected matters shall also be governed by English law.

8. PARKING People attending the auction are asked not to use top car park to respect shop keepers and also local residents.

8.1A **Please make sure that you have read and understand the terms and conditions before continuing to purchase any item from any sale held by Chesterfield Auctions.**