



## CHELMSFORD AUCTION ROOMS

### General Terms and Conditions

Standard Terms and Conditions Each lot in the catalogue will be offered for sale subject to the terms and conditions as laid out below or (i) as changed in other places in the catalogue or (ii) posted in writing at the time of auction (iii) as stated by the Auctioneer. By bidding at the auction whether in person, through an agent, written bid or telephone bid, the buyer and all bidders agree to be bound by these terms and conditions: “Lot” refers to the lot in which property for sale is grouped by us “Property” refers to each item listed for sale at auction “Reserve price” is the minimum price at which a lot is to be sold and does not include commission and/or taxes as applicable. Placing reserve prices on general household goods is not generally recommended. If the vendor wishes to put an unreasonable reserve on an item against the auctioneers advice. The auctioneer has the right to charge 10% of that reserve if the item is unsold or the vendor wishes to withdraw the item from sale. If goods are submitted for sale and are withdrawn for any reason the auctioneer has the right to charge his full commission on his valuation of those said goods. All property is SOLD AS SEEN and neither we nor the consignor makes any guarantees, warranties or representations with respect to the property. This is to include age, genuineness, origin, physical condition, quality, quantity, rarity, value, source or period. Neither we, nor the consignor will be responsible for the correctness or accuracy of descriptions in the catalogue or elsewhere. All measurements as stated in the catalogue are approximate. The bidder assumes the full responsibility to inspect and evaluate the property to his or her complete satisfaction prior to purchase. Auctioneer Announcement All terms, conditions, notices, descriptions concerning any lot may be changed or added to by the Auctioneer prior to any bid being accepted for the lot. The Auctioneer has the right to:

- 1 Reject any bid
- 2 Refuse to acknowledge any bidder
- 3 Withdraw a lot/lots from sale
- 4 Regulate the bidding and its increments

Sale to the Highest Bidder The lot will be sold to the highest bidder, upon the fall of the Auctioneers hammer, as determined by the Auctioneer. Buyers Breach If the buyer fails to comply with his/her obligations, the buyer will be in default. In that case they will be liable for the full purchase price, including fees and charges. Limitation of Liability We are acting as Agents only in connection with the sale of property. The buyer agrees that we shall have no liability under any circumstance for indirect, special, incidental or consequential damages whether in contract, warranty, liability, negligence or other wise, arising out of, resulting from, or relating in any way to the (i) the property or its purchase, sale, delivery or non-delivery or (ii) the acts or omissions of us or our representatives or employees. In addition to the above, a copy of the Bidding Agreement is available upon request from the office.



## CHELMSFORD AUCTION ROOMS

### General Terms and Conditions (Continued)

#### About Auctions - General Guidance

About Auctions - General Guidance When/where to sell The Auctioneer will discuss with you the most appropriate season and venue likely to produce the strongest bidding for your property. They will discuss what reserves, if any, should be recommended for your property. (The reserve is the confidential price below which you are unwilling to sell your property). It is not generally recommended to place reserves on general household goods. If you are unable to arrange delivery of goods for Auction, transportation can be arranged. Charges Sellers commission is generally payable. In addition charges for catalogues, electric tests, cartage, disposal of non-saleable items may apply. Commissions can be discussed on an individual basis with the Auctioneer prior to sale. Payment Shortly after the Auction you will receive a sale summary indicating the price achieved in the saleroom - less the sellers commission and any other charges. As a rule you will receive payment within one month of the sale date providing that we receive payment from the buyer. Bidder Registration If you are intending to bid, we will ask you to register. This can be done in person on View Day or the morning of the Sale or in advance. Once registered, absentee bidding is acceptable by post, telephone, fax or E-mail prior to commencement of sale. Buyers Premium is charged at the rate of 22%. Viewing Day Day prior to Sale 9.00a.m. to 4.30p.m. and on the morning of Sale. Catalogues Available from the office and also by yearly subscription. Payment for Goods Strictly by cash or Bankers Draft payable to S H Rowland. Buyers are required to pay for purchases immediately following the auction unless prior arrangements have been made with the Auctioneer. Costs involved in the sale of goods may include removal costs to the auction rooms, electrical tests, disposal of non saleable items and other ancillary costs. Electric tests are charged per item, the cost of which will be deducted from the proceeds of sale.