



CHELMSFORD AUCTION ROOMS

Seller's Terms and Conditions

GENERAL CONDITIONS OF SALE, AUCTION (BIDDING AGREEMENTS) ACT 1927 AND AUCTION (BIDDING AGREEMENTS ACT 1969)

Written valuations are undertaken and carried out for purposes of insurance, probate, family division, private treaty and auction. Valuation fees are charged on an hourly basis and take into consideration travelling time, secretarial costs and incidentals. They will also be subject to VAT at the appropriate rate. All goods are sold at the Auctioneer's discretion. It is the seller's responsibility to ensure that any instruction or amendment is received by the Auctioneer one hour before the auction begins. Any instructions given are handled in the strictest confidence.

A reserve gives the Auctioneer the right to sell your item at a figure close to the agreed reserve. General household goods cannot be sold with a reserve. Reserves apply to quality items and are to be discussed with the Auctioneer prior to cataloging. The Auctioneer has express right to exercise his discretion and can sell the item for less than the reserve, should this be the last highest bid achieved. If a reserve lot is unsold it will be put in the next available sale and sold to the highest bidder. Selling without reserve means that the Auctioneer can sell an item/s for the best price achievable, irrespective of what that price may be, The lots shall be assembled at the Auctioneer's discretion. In the event that a lot receives no bid, it will be "married" to the next lot. This process will continue until a bid is received for all of the "married lots". In lotting up, the word "etc" will be used to cover numerous items within a lot which are not individually listed. Items received for sale will be put into the next suitable auction, relative to the quality of the goods.

All electrical items submitted for sale, must by law, have an electrical test. The cost of this, which will apply to each individual electrical appliance, shall be met by the seller. In the event that goods sold do not meet the costs involved in removal, storage, electrical test, dump charges, commission charges etc the seller will be liable for the costs and undertakes to re-imburse the Auction rooms. Terms of payment within 14 day. In the event of non payment within 14 days, legal action for recovery of the debt will commence. On clearing a property, there will be a charge for disposal of non saleable items. The charge will be calculated on the weight of the disposal. There will be a commission charge applied in respect of selling the goods at Auction. The commission charge covers lotting up, Auctioneer's services, advertising, administration costs, portorage on the day of auction. The commission charge will also be liable to VAT at the current rate. Goods transported to the Auction rooms will attract a "cartage charge".



CHELMSFORD AUCTION ROOMS

Seller's Terms and Conditions (Continued)

This will be calculated on the time taken to load, transport and unload the goods. This will be charged at an hourly rate. The cost of which is the seller's responsibility. In the event that the Auctioneer is unable to obtain any bids for goods, they will be disposed of. The charge of disposal will be the responsibility of the seller. Storage charges, where applicable, apply on a daily rate. If a bid is not honoured, on default, the Auctioneer has the right to sell to the highest private bidder after the sale. Commission on the sale of goods, payable by the seller, is at a standard commission rate of 17.5% plus VAT. For high value/high quality goods, the commission rate can be negotiated with the auctioneer prior to the sale. All commission charges will be liable to VAT at the current rate. Goods submitted for sale are at the seller's instruction and it is the seller's responsibility to ensure they are familiar with all terms and conditions of sale. The Auctioneer will not be held liable for the seller not obtaining or understanding the terms and conditions of sale which are online and displayed at the Auction Rooms. A copy is available on request. The Auctioneer will not be held responsible for any discrepancy or error in description or cataloguing. The sale of soft furnishings is strictly regulated by statute law in the interests of fire safety. Goods found to infringe safety regulations will not be offered for sale and must be removed at your expense.

I declare that I am the owner and have legal entitlement to sell the goods submitted to the auction sale.