



# TERMS & CONDITIONS

## UNDER WHICH GOODS ARE ACCEPTED FOR SALE BY AUCTION

**RESERVES :** All items will be considered to be without reserve and sold to the highest bidder, unless a reserve price is entered against the item on any entry form. **The Auctioneers will not take responsibility for reserves unless they are handed in by the owner in writing by 6.00 p.m. on the day before the sale.**

**LOTING :** The Auctioneers reserve the right to lot, catalogue and display items in the manner they think fit. Entries must be confined to Saleable Items and the Auctioneers reserve the right to refuse any item, even though catalogued if they consider them unsaleable.

**DELIVERY :** All goods should be delivered to the sale site on the Friday before the sale between 10.00 a.m. and 4.00 p.m. and are unloaded entirely at the risk of the Vendor.

**AGENCY :** The Auctioneers act as Agents only and are not responsible for any default by the buyer. They disclaim liability for paying the Vendor until they have received settlement from the purchaser.

**SOLD & UNSOLD LOTS :** Are the sole responsibility of the Purchaser if sold, or the Vendor if unsold before and after the hammer has fallen and must be removed within 5 days of the sale.

**COMMISSION :** 10% up to £999.00, 7.5% from £1000.00 to £2500, 5% over £2500 per item plus VAT. The commission is inclusive of all organising and advertising costs. There is a minimum commission of £2.00 per lot plus VAT whether sold or unsold and a minimum commission per Vendor of £5.00 plus VAT. **Lots not entered by 6.00pm on the day before the sale will be subject to 15% commission plus VAT per lot.**

**ELECTRICAL GOODS :** All electrical items must be accompanied by an Electrician Certificate stating the condition of the item. Any item without such a certificate will have the plugs and cables removed and be sold as scrap. The Auctioneers will then sell all electrical items as with any other items "without warranty" and any recourse regarding electrical items will be to the electrician providing the certificate. If items appear without a certificate the Auctioneers may obtain their own certificate and will account to the Vendor accordingly for all costs.

**TITLE & HISTORY :** I hereby certify that the items entered, are my sole property, and are **not** subject to any Hire Purchase Agreement/Lease Hire, been a Total Insurance Loss or sustained serious accident damage. If an item is subject to a Hire Purchase Agreement/Lease Hire and is sold, the Auctioneers shall be at liberty to make any necessary arrangements with the Finance House concerned.

|                   |   |                 |        |
|-------------------|---|-----------------|--------|
| Has the vehicle : | Been an Insurance Total Loss                      | <b>Yes / No</b> |        |
|                   | Sustained serious accident damage                 | <b>Yes / No</b> | Please |
|                   | Been re-registered or imported                    | <b>Yes / No</b> | delete |
|                   | Any Hire Purchase/Lease Hire payments outstanding | <b>Yes / No</b> |        |

If **yes** with whom ..... A/c No. .... Outstanding Due £ .....

Sunderlands & Thompsons to settle account **Yes / No**

All items are offered for sale without any warrant or guarantee whatsoever but the Auctioneers will not be responsible for payment if they consider that an item has been materially misrepresented and is rejected by the Purchaser, but the Vendor will nevertheless be liable to pay the appropriate commission rate on the item.

**SALE PROCEEDS:** Clients' monies paid to us will be held in Sunderlands & Thompsons Clients' Account at Lloyds TSB Bank plc, Hereford Branch. Clients will not be entitled to any interest on balances in this account

**VAT :** This section must be completed and signed by Vendors who are in the "Margin Scheme" or who are not registered for VAT.

I/we am/are in the "Second Hand VAT Margin Scheme"

  

(Please tick relevant box)

I/we am/are not registered for VAT

I/We declare that Input Tax Deductions have not been and will not be claimed in respect of the goods outlined on this entry form.

I/we certify that the Lots listed herewith are my/our 'bona fide' property.

**SIGNED :** ..... **DATE :** .....