

TERMS OF BUSINESS & CONDITIONS OF SALE

COMPANY INFORMATION

Auction-Plus and House Clearance London are trading names of AUCTION-PLUS WORLDWIDE Ltd. Registered in England. Company No. 07451902. VAT Reg. No. 987 1234 91.
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PRICE QUOTATIONS

All prices quoted for any of our expanding number of services, are quoted on the understanding that the prices quoted will remain valid for a period of up to three months from the date of the quotation. After this three month period has expired we reserve the right to add a surcharge to the original quote to cover any increases in the cost involved in carrying out the works originally quoted for.

We reserve the right at any time to alter the price of any quotation where the customer changes their original requirement from that which was originally quoted for. We also reserve the right to re-charge any Legal and or other costs incurred as a result of such changes or negotiations relating to such changes. There will also be costs incurred if a job is booked and then cancelled after we have made preparations, even though the job may not then have commenced. In any event there will be a minimum cancellation fee of £250.00 administration costs plus any evidential expenses.

All Quotations exclude that of Local Authority parking suspension or dispensation costs and fines.

These will be charged to the client at cost only and as and when they occur.

Written Probate/Insurance valuations can be provided upon request, separate fee will apply (this may by agreement be refunded against clearance costs).

COPYRIGHT

Please note that all of our valuation and other reports as well as our catalogues are subject to copyright. We allow the client instructing reports to use it for their own purpose and for the reasons intended. As such we allow so in return for the agreed fees. We do not under any circumstances allow access to reports by any other party, other than the Inland revenue on their formal request, unless specifically agreed in writing by ourselves for which there may be further fees payable.

Under no circumstances written or otherwise, permission will be given to disclose the contents of our reports with any of our competitors directly or loosely connected. We do not grant any permission to copy or use any information or photos within our catalogues for any purpose other than for the reason they are intended which is to inform prospective auction buyers.

VENDORS

Vendors - Entries

Lots for sale are accepted by prior arrangement only. Items accepted for auction will be catalogued and entered into the next available sale which the Auctioneer sees as appropriate for the items in question.

The Auctioneers have the right to refuse any items for sale which he/she sees as unsuitable or which does not conform to health and safety standards or comply with current British/European Laws.

A commission of an amount agreed upon entry to sale of any goods will be charged to the Vendor based on the final hammer price of each lot sold. A minimum charge will be made on each and every lot entered for sale as advised at the time of entry to sale. Any electrical items will be subject to a **£5.00 +VAT PAT Test fee.**

Any transport or disposal costs as required will be agreed and charged to the Vendor as a separate amount from any sale commission charged. Any unsold items failing to sell at auction may either be re-entered into a following sale subject to the Auctioneers agreement or returned to the vendor at the Vendors own cost. Any items not re-entered and not collected by the Vendor within 14 days of the receipt of statement after the auction will be disposed of without further notice. Items that fail to sell at

auction will not be charged for. The Vendor may place a reserve price on any item subject to the Auctioneer's approval. The Auctioneer also has the right to use his/her own discretion in respect of reserves left on goods. The Auctioneer also has the right to refuse any items for sale where he/she feels that the reserve price is too high for the item in question.

Payment to Vendors less any commissions and other charges will be dispatched to the Vendor by cheque within 28 days of the sale in which the items are sold unless otherwise agreed by both parties. There will be under no circumstances payment made to the Vendor in cash or until such time full payment has been received from the purchaser.

Vendors – Withdrawal of lots entered for sale

In the unlikely event that a Vendor should need or wish to withdraw any item(s) entered for sale after they have been taken into storage then additional charges will apply and be payable. **These charges are applied per each "LOT" that is withdrawn or affected by withdrawal of an item (where the lot contains multiple items) and are payable in full before any withdrawn items are returned to the Vendor at Vendor's own cost.** Failure to settle these costs in full with cleared funds no later than 72 hours prior to the auction in which they were scheduled to appear will result in the goods being seized and sold to cover or contribute towards any outstanding costs and/or charges.

Our current charges for withdrawal are on an increasing sliding scale dependant on point of withdrawal prior to sale:-

ALL LOTS – Each lot withdrawn will be subject to a minimum of **£5.00 +VAT** plus the following Storage, Cataloguing, Photography, Administration & Handling charges as applicable

Once preparation and cataloguing work has commenced the withdrawal fee will increase to **£10.00 +VAT** per lot plus relevant storage charges.

Once the Catalogue in which the item appears has been published and/or advertised then the following charges **PER LOT** affected will apply:-

Catalogue withdrawal fee **£50.00 +VAT**

Photography at **£15.00 +VAT** per photograph produced in relation to each relevant lot

Storage at standard daily rate.

STORAGE - At any time after a withdrawn item has been entered for sale there will apply an un-contracted storage charge of **£3.00 +VAT PER LOT PER DAY** for small items & **£5.00 +VAT PER LOT PER DAY** for large items These charges are per lot or affected lot per day and will be applied from the date the item(s) were collected and entered storage up until the time the Vendor account is settled in full accordingly.

INSURANCE

Goods in Transit and Goods in Store insurance is provided at an extra charge or in some cases included as detailed only within any quotation for work. If not included or detailed within a work quotation then no insurance will be provided and the customer accepts that we have no liability and is responsible for providing their own insurance via a separate third party.

In the event of any claim whether an item is entered for auction or damaged or lost during transit on other works then we and or our Insurers reserve the right to choose to replace any item under a claim with one of a similar condition and value if available or to repair the item in question. We reserve the right not to necessarily pay every claim by financial methods.

Goods entered into auction will be insured at an optional extra cost only. Items not selected for insurance by the Vendor at the time of entry will not be covered against loss, damage or theft. Items which the Vendor does choose to insure will be subject to the following terms. For each and every lot insured there will be an additional charge of either **2%** of the final hammer price on sold lots or **2%** of the value on any unsold lots as detailed below.

Our standard insurance covers any one item up to a maximum value of £500 for theft or direct loss only. It does not under any circumstances cover the Vendor for consequential loss. Higher amounts of insurance can be provided on specific items for an additional charge based on our insurer's charges at the time of entry into sale. On any sold lots the amount of any claim will be paid out based on the final hammer price less our commissions and charges. On any unsold lots then the amount paid out on any claim will be that of the Auctioneer's valuation and or that of our insurers at the time, less our

commissions and charges, irrespective of any reserve price left on the particular lot in question.

PURCHASERS

General

The Auctioneer is entitled to increase bids in increments that he sees fit. This will be dependent upon the amount of interest shown and/or any reserve price allocated to any particular lot.

Where an item is subject to a vendor's reserve the Auctioneer has the right to withdraw the item from the sale.

Any breakages **MUST** be paid for at the Auctioneers Valuation

Please ensure you are bidding on the correct lot. **All Bids are legally binding.** At the fall of the hammer the goods become the responsibility of the successful bidder.

All item descriptions are for guidance only and are of our own opinion and cannot be taken as statement of fact. Whilst we do our best to give a full description it does not by any means act as a guarantee to the above. All lots are '**SOLD AS SEEN**'. It is up to the prospective buyer or their agent to examine the goods and satisfy themselves as to the age, genuineness, value and condition of individual items. Where an item has a key or pendulum etc. this is stated in the catalogue. No photographs will be emailed where the value of the lot is estimated below £50. Photographs cannot be emailed till the Saturday evening prior to sale. Verbal condition reports can be given but these may miss imperfections or restoration not seen by the naked eye.

Absentee Bidders

Bids are accepted by email up to midnight on the day prior to the sale, by telephone up to 1 hour prior to commencement of the sale or in the saleroom up to 30 minutes prior to the sale. Bids received after these times cannot be guaranteed to be placed on your behalf. Although we endeavour to contact successful commission bidders as soon as possible it is advised for bidders to contact the saleroom after the sale to check.

If you wish to book a telephone bid please arrange this at least 24 hours prior to the sale starting. Please ensure your phone line is kept clear around the given time as we accept no responsibility if we are unable to get through.

Absentee Bidders (phone/email) requiring postage & packing or shipping services will be informed of the charge of this at the earliest possible time. This service is provided at cost and we use Royal Mail Special Delivery where possible. Larger and overseas items are dispatched using the most suitable service for needs of size, insurance value and speed. Shipping will only be made to registered address, if courier is to be arranged BACS payment must have been received 24 hours in advance.

FEES & CHARGES

All lots will be subject to a **BUYER'S PREMIUM OF 15% (MINIMUM OF £1 PER LOT) +VAT** on top of the hammer price.

Unless an agreement prior to the sale has been made all items must be paid for and removed from the saleroom by 6pm on the day of the sale. Any items not paid for or collected will be subject to further charges. All uncollected lots will be removed to storage where they can be collected by appointment and will incur charges **PER LOT +VAT** as follows:-

TRANSPORT TO STORE – Large items £10 Small items £5 per Lot +VAT

STORAGE per DAY - Large items £5 Small items £3 per Lot +VAT

Successful Commission/Absentee bidders must pay or lots within 48 hours and have 7 days to collect items before storage charges apply. No items may be removed until full payment including any charges applicable has been received.

Delivery of large items can be arranged for at a charge of **£2 per mile round trip (Minimum £60) plus VAT.** Please enquire before purchase if you may require transport.

PAYMENT

All goods and services must be paid for immediately upon completion of the works unless otherwise agreed in writing.

Goods will not be released to purchasers unless full cleared payment is received. Please note for large transactions photographic ID may be requested.

We accept Cash up to £5,000 only.

We accept cheques made payable to “**Auction-Plus Worldwide Ltd**” on transactions over £20 subject to the limit of a valid cheque guarantee card.

Debit Cards - CARDS ONLY ACCEPTED USING CHIP & PIN WITH CUSTOMER PRESENT

Bank Transfer

All payments over £5,000 to be made by bank transfer only.

No Credit Cards