

BANK HALL AUCTIONS

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Terms and Conditions of Sale

1. Commission is charged at the rate of 15% + VAT on the hammer price of each Lot. There is a minimum charge of £2 + VAT per Lot, 'Lotting' Fee.
2. Items with a minimum agreed value above £10 may have a Reserve applied. This will attract a Fee of £2 (inc.vat) per lot.
3. Each Vendor will supply their name, address, telephone number and VAT status and sign the Auctioneers entry form.
4. Items presented or collected for sale will be entered in the first available sale, but may be held over, at the Auctioneers discretion, until space or a suitable sale is available. Lots will be amalgamated and presented at the Auctioneers discretion.
5. The Auctioneers act as agent for the vendor and reserve the right to bid on their behalf on Lots offered subject to a reserve.
6. All descriptions are at the Auctioneers discretion.
7. Bidders and purchasers are to register prior to bidding, giving their full name and address or business address. Please ensure that the bidders slip is completed legibly, completely and accurately. Failure to register prior to bidding will result in the lot being re-offered at The Auctioneers discretion.
8. No purchaser is entitled to remove any lot until paid for and must request a Porter to collect their purchases after supplying reasonable means of identification. Clearance must be undertaken within three working days Storage charges will apply if no collection is made by that time.
9. Payments by cheque will be posted 21 days after a sale unless arrangements for collection from the Auction Centre are made. Payment to Vendors is not made until the Auctioneers receive payment in full from the buyer. In the event of a default the goods will be re-offered for sale.
10. Lots failing to sell must be collected by the vendor before close of business on the day following the sale. Items not collected will be deemed un-saleable and will be disposed of at the Auctioneers discretion.
11. Items not in compliance with current legislation or deemed un-saleable will be tipped and the costs incurred will be payable by the owner.
12. Reserved items that do not sell can be collected on the Day following the Sale. The Vendor may re-enter the lot with a lower reserve if they wish.
13. Mains gas appliances and C.D. / DVD copies are not sold by the Auctioneers.
14. Electrical appliances are bought at your own inspection & should be checked by a qualified person before use.
15. The auctioneers will not be responsible for any loss, damage or injury occasioned or sustained by persons on the premises.
16. All items are sold on the basis of the buyer's inspection. No guarantees or warranties are implied or given.

Michael R Heuer

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17. The highest bidder shall become the purchaser, and no persons shall retract a bidding. The Auctioneers, who reserve the right to refuse any bid, shall determine the advance on each lot.

18. Should any dispute or difficulty arise between two or more bidders, or otherwise, the lot or lots in dispute may be put up again or the purchaser declared, at the discretion of The Auctioneers, who are to be the sole arbitrators as to the amount of bidding, and every other matter connected with the sale; and their decision on each and every point in question shall be final and binding on all parties.
19. Descriptions are an expression of opinion after research and careful consideration. The descriptions are not intended to be a guarantee of authenticity. The Auctioneers will not be responsible for the correctness of the description or measurement or weight or genuineness or authenticity of any article they believe to be correct but are made as an expression of opinion only and the lots are sold subject to all faults and errors in description.
Neither The Auctioneers nor sellers make any warranty to buyers in respect of the lots and any implied conditions or warranties are excluded except in the case of the seller those implied in section 12 of the Sale of Goods Act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973.
20. The vendor authorises The Auctioneer to deduct commission and expenses at the agreed rates from the hammer price.
21. Bidders are to pay down immediately the whole of the purchase money or deposit as The Auctioneers may require. A £2 bidders registration fee is charged.
22. On failure of compliance with the sale conditions. The Auctioneers shall be at liberty to resell the lot or lots without further notice, either by public auction or private sale, and the deficiency (if any) arising from such second sale, together with all charges and expenses attending to the same, shall be made good by the defaulter at this present sale, and be recovered as and for liquidated damages. Defaulters will be unconditionally barred from any future sale.
23. All lots shall be at the sole risk and charge of the purchaser from the fall of the hammer, and such lots to be taken away with all faults, defects and errors of description, of whatsoever nature, sort or kind without any power of dispute, at the risk and expense of the purchaser - the purchase money to be paid on or before delivery; and no purchaser shall be entitled to remove any lot until he or she has paid for the WHOLE of the lots purchased. Removal of lots can only be done after settlement of accounts and after the sale. Removal during the sale will only be permitted if convenient for The Auctioneers.
24. Cheques cannot be accepted without an up to date Bankers reference or prior arrangement having been made with The Auctioneers, who reserve the right at all times to withhold delivery of any lots subject to clearance of cheques. Cheques may at The Auctioneers discretion be accepted with cheque guarantee cards to specified limits. Persons travelling a long distance who may wish to remove lots immediately after the sale are advised to arrange an up to date Bankers reference.
25. The Auctioneers will be pleased to execute bids free of charge for anyone unable to attend the sale, on receipt of written instructions. Commission bid forms are available on request. Commissions for the same amount on any one lot will be executed in order of receipt.
26. The buyer is deemed to have accepted these conditions of sale and notices by making a bid.
27. English Law shall govern the sale of each lot in every respect.
28. Payments can be made by credit transfer on leaving details with the auction office.

SPECIAL NOTES –

Intending purchasers are particularly requested to read carefully these Conditions of Sale.

Dear Customer,

If you have items that you wish to enter for one of our sales then please see a member of staff in the saleroom office.

The office is open Monday to Friday from 10am-4.30pm for the intake of goods and all other times by arrangement.

We are always interested in quality old furniture and collectables and offer a very competitive rate of only 15% + VAT of the hammer price. We will ensure that your items are displayed and sold with the utmost care and consideration to ensure that the best price is attained.

Any items of particular interest will be featured in our advertising leading up to the Auction at no additional cost, providing they are entered early enough.

There is a Minimum Lotting Fee of £2 plus VAT per Lot entered into the sale.

For items over £10 in value & for a fee of £2.00 (Inc. VAT) you may instruct that your item be sold with a Reserve price that will be adhered to by the auctioneer.

We shall pay all Sale Proceeds by cheque 21 days after the sale, providing the payment for the item has cleared. Storage fees are not charged on goods stored prior to the sale.

IMPORTANT - PLEASE READ

The Auctioneers provides no warranty or guarantee either expressed or implied in the description or name given to any lot, whether written or verbal. We encourage buyers to inspect the lots prior to sale. If the buyers are in any doubt whatsoever, they are advised not to bid.

Each lot is sold on the behalf of the Seller with all faults, imperfections and defects at the fall of the hammer.

In the interest of customer safety, goods can only be removed whilst the sale is in progress at the discretion of the porters.

Please register at the office for a bidder's number prior to the commencement of the sale. The auctioneer is unable to accept bids from unregistered persons.

The reference A/F given to any lot indicates that that item(s) is "As Found".