

# Clevedon Salerooms

## VENDOR TERMS OF CONSIGNMENT & SALE

**1) INTERPRETATION:** In these terms the words 'you', 'yours', etc. refer to the Vendor and if the consignment of goods to us is made by an agent we assume that the Vendor has authorised the consignment and that the consignor has the Vendor's Authority to contract. The words 'we', 'us', etc refer to the Auctioneers.

**2) INSTRUCTIONS:** All goods delivered to the Auctioneers premises will be deemed to be delivered for sale by auction and will be catalogued and sold accordingly. The Auctioneers exempt themselves from any liability for goods delivered to their Salerooms without sufficient sale instructions. Similarly, the Auctioneers exempt themselves from any liability for goods left on their premises after they have requested the Vendor to remove them. If not removed within three weeks, the Auctioneers reserve the right to sell the items to defray costs.

**3) COLLECTIONS:** The Auctioneers do not themselves undertake the collection of goods, but, acting expressly as agents, they will, if required instruct a contractor on the Vendor's behalf and at the Vendor's expense. They disclaim all responsibility for loss or damage of goods, for unauthorised removal of goods and for damage to premises.

**4) COMMISSION:** 10% on any single lot which sells in excess of £1,000  
15% on any single lot which realises less than the above.

**5) LOSS AND DAMAGE WARRANTY:** All goods on our premises are warranted against all risks while so placed and sellers are charged at the rate of 1.5% of the hammer. If the owner of the consigned goods instructs us in writing not to warranty the goods, they then remain at the owner's risk until the property in them passes to the Buyer or they are collected by or on behalf of the owner.

**6) WEB FEE:** All lots are posted on the Internet at a charge of £2 per lot for the Victorian & Later Fortnightly Sale and £5 per lot (to include a photograph) for the Quarterly Specialist Sale

**8) CATALOGUE ILLUSTRATIONS:** The Auctioneers reserve the right to charge from £10 up to £30 per catalogue illustration at their discretion.

**9) WITHDRAWN AND BOUGHT IN ITEMS:** These are liable to incur a charge of 15% of the reserve price or lower estimate on being bought in or withdrawn after being catalogued.

**10) VAT ON CHARGES:** All charges made to the Vendors will be subject to VAT and will appear on Vendor Settlement Statements and Invoices inclusive of VAT at the appropriate rate.

**11) AUTHORITY TO DEDUCT COMMISSION AND EXPENSES AND RETAIN PREMIUM AND INTEREST:** Vendors authorise us to deduct commission at the stated rate and all expenses incurred for your account from the hammer price. You also consent to our right to retain beneficially the premium paid by the buyer in accordance with our conditions of sale and any interest earned on the sale proceeds until the date of settlement. You authorise us in our discretion to negotiate a sale by private treaty in the case of lots unsold at auction, subject to any reserve, in which case the same charges will apply as if the lots(s) had been sold at auction.

**12) RESERVES:** Reserve prices may be placed on goods by agreement before the sale but where no specific instruction is received it will be assumed that all goods are to be sold without reserve at the Auctioneers discretion. Items failing to reach the reserve price will be offered without a reserve at a subsequent sale unless specific instructions are given by the Vendor. A reserve once set cannot be changed except with our consent. Where a reserve has been placed only we may bid on your behalf up to the reserve (if any) and you may in no circumstance bid personally. The right is reserved to charge half commission of the Reserve Figure on unsold lots, however **no charge will be made for unsold lots with agreed reserves.**

**13) AGENCY:** The Auctioneers act throughout as agents only and are not responsible for any default by the Purchaser. They disclaim liability for paying the Vendor until they have reached settlement from the Purchaser. Where there are no outstanding payments from the buyer settlement will be made within 28 days of the auction date. If payment from a buyer is not forthcoming we will take your instruction in accordance with the CONDITIONS OF SALE. Provided they shall have acted in good faith the Auctioneers shall not be liable to the Seller where the sale has been rescinded or a claim by a buyer settled by the Auctioneers pursuant to the Conditions of Sale or where any other claim is brought in consequence of any misdescription by the Auctioneers.

**14) DESCRIPTION:** The Auctioneers shall be entitled to catalogue all goods in any manner they think fit. Please assist us with accurate information as to the provenance etc. of goods where this is relevant. There is strict liability for the accuracy of descriptions under consumer legislation and in some circumstances responsibility can lie with sellers if inaccuracies occur.

**15) SOFT FURNISHINGS AND ELECTRICAL ITEMS:** The Vendor confirms that the goods to be sold comply with the Furniture and Furnishings Fire/Safety Regulations 1998. Electrical items (unless Antique) are subject to statutory safety controls and where such items are accepted for sale the Vendor will bear the cost of testing by external contractors. Goods that fail the test must be removed at your expense on you being notified.

**16) THIRD PARTY LIABILITY:** Every person on the Auctioneers premises at any time shall be deemed to be there at his own risk with notice of the conditions of the premises and of the method of arranging furniture etc. He shall have no claim against the Auctioneers in respect of any injury he may sustain or any accident which may occur.

**17) REFUSAL AND DISPOSAL OF UNSALEABLE ITEMS:** The Auctioneers reserve the right to refuse to offer goods for sale and to dispose of unsaleable items as they think fit at the Vendor's expense.

**18) CONSUMER PROTECTION PRODUCT LIABILITY:** The seller will, within fourteen days of receipt of a written request from the Auctioneers, identify in writing one or more of (a) the producer of the goods, (b) any person who, by putting his name on the product or using a trade mark or other distinguishing mark in relation to the goods, has set himself out to be the producer of the goods, (c) any person who has imported the goods into the European Community in the course of any business of his to supply it to another. The Seller agrees to indemnify the Auctioneers against all claims made under Part 1 of the Consumer Protection Act 1987 in relation to the goods.

**CONSUMER SAFETY** The Seller hereby authorises the Auctioneers to sell the goods on terms which indicate that they are not supplied as new goods. The Seller warrants that he has examined the goods and declares that none of the goods are prohibited or restricted by safety regulations (Section 112 Consumer Protection Act 1987) and that they comply with the relevant provisions. The Seller indemnifies the Auctioneers against all civil claims made against them in relation to the goods for breach of obligations imposed by the Consumer Protection Act 1987 in relation to safety and any subsequent legislation. The Auctioneers may pass on to the Vendor any costs incurred by the Auctioneers in obtaining contractors' reports on goods submitted for sale following consumer safety regulations and recommendations from the appropriate organisations, and any costs incurred in returning goods to the Vendor or disposal without further reference to the Vendor.

**19) FORGERIES:** If the Auctioneer receives notice in writing from the Buyer within fourteen days of the sale that in his opinion a lot is a forgery and the lot in question is returned to the Auctioneer at his working premises in the same condition as when sold, then if considered by the Auctioneers that the lot is a forgery the sale of the lot will be rescinded and the purchase price will be repaid to the Buyer

**20) LAW AND JURISDICTION:** These conditions shall be governed by, and construed in accordance with English law. Clevedon Salerooms, all buyers and all vendors submit to the exclusive jurisdiction of the English courts.