

Devon and Cornwall Auctions - Conditions of sale - Seller

- 1. INSTRUCTIONS** all goods delivered to the Auctioneers will be catalogued and sold by auction, subject to all sale conditions.
- 2. AGENCY** The Auctioneers act throughout as Agents only, and are not responsible for any default by the buyer
- 3. TERMS** Commission is charged to sellers at the rate of 15% of the hammer price plus VAT at the current rate. Special arrangements may be made for large estates and high value items. There is a supplementary 2% loss and warranty charge on all items in our possession, unless otherwise instructed, all authorised collection/delivery charges will be deducted from the proceeds of sale. There is a lotting fee of £1.00 per lot in the Homemakers Sale, and £2.00 per lot in all other sales.
- 4. RESERVES** You may place a reserve on any item with agreement of the Auctioneers, subject to a 10% Auctioneers discretion. All other items will be sold to the highest bidder. The Auctioneer's consent is required to change a Reserve. The Auctioneer reserves the right to bid up to the Reserve on behalf of the seller. The fee for withdrawing a lot prior to the sale or bought in during the sale is 5% of the Reserve, or the Auctioneer's estimated value.
- 5. DESCRIPTION** Whilst Devon and Cornwall Auctions strives to ensure the accuracy of the description of a lot either in a catalogue, or spoken or written in a condition report, it does not accept responsibility or imply any warranty for the authenticity, attribution, genuineness, origin, authorship, date, age or period, condition or quality of any lot.
- 6. THIRD PARTY LIABILITY** Every person on the Auctioneer's premises before, during or after the sale shall be deemed to be there at their own risk. No person shall have a claim against the Auctioneers in respect of any injury or accident that may be sustained.
- 7. ILLUSTRATIONS** The cost of any illustrations and advertising must be borne by the seller. Please check for current charges.
- 8. ELECTRICAL ITEMS** and soft furnishings for sale are subject to statutory regulations. Therefore unfortunately we are unable to sell electrical items.
- 9. UNSOLD ITEMS** All unsold items will be re-offered in a future sale, unless we ask you to collect them.
- 10. CONDITIONS OF SALE** You agree that all goods will be sold on our Conditions of Sale. You undertake that you have the right to sell the goods either as owner or agent of the owner. You authorise us to deduct all commissions and expenses incurred from the hammer price. In the case of unsold lots, you authorise us at our discretion to negotiate a sale by private treaty not later than seven days after the day of business on sale day and the seven days will be levied as though sold in auction.
- 11. SETTLEMENT** Net proceeds of sale will normally be paid within 21 days of the sale unless the buyer has not paid for the goods in which case payment to the seller will not be made and we shall consult with you as to the appropriate course of action (if any) to be taken.

12. INSTRUCTIONS TO SELL Having carefully read the Conditions of Sale, I have instructed Devon and Cornwall Auctions Ltd to sell the goods listed overleaf in accordance with the terms and conditions above. I understand the Auctioneers will determine in which sale the goods will be entered, and they will be sold entirely without reserve (unless agreed with the Auctioneers) and I authorise the disposal of any item the Auctioneers deem of no saleable value.

13. GENERAL English law applies to the interpretation of these conditions.