

CONDITIONS OF ENTRY

1. Goods will only be accepted for sale provided an Official Brettells Entry Form is completed and delivered to the Saleroom prior to sale. In default, the Entry Form to be completed by Brettells on behalf of the vendor and vendor to be deemed to have read and agreed to Conditions of Entry.
2. The Seller warrants to the Auctioneers and Purchaser that he is the true owner or is properly authorised to sell the goods and is able to transfer good and market able title free from any third party right. The Seller will indemnify Brettells, its Servants and Agents and the buyer against any loss or damage suffered in consequence of a breach of this condition.
3. Brettells have absolute discretion without giving reason to refuse any goods, to divide any Lot, to combine two or more Lots, to withdraw any Lot and in case of dispute to put up any Lot for sale again. Brettells reserve the right to declare any item unsaleable and to arrange for the disposal of such an item to a destructor without prior reference to the Vendor and to recoup all costs incurred from the Vendor.
4. Brettells sell as Agent for the Vendor and as such is not responsible for any default by the Vendor, and may, in the case of Lots upon which there is a reserve price, exercise the right to bid on behalf of the Vendor.
5. The Seller shall be entitled to place a reserve price on any Lot prior to sale representing the minimum hammer price at which the Lot may be treated as sold. Once placed, a reserve price cannot be changed except by consent of Brettells. Where a reserve has been placed only the Auctioneer may bid on behalf of the Seller. Any Lot entered with reserve that is subsequently not sold will be offered at the next sale with no reserve. Brettells reserve the right to charge Commission on the reserve price plus VAT on unsold lots with reserve prices.
6. Brettells accept no liability for Lots delivered to their premises without sufficient sale instructions and reserve the right to make a charge for Warehousing in the Auction Room of £1.00 + VAT per item per day. A similar charge will be made for Lots left on the premises by Vendors after they have been requested to remove them. If not removed within 2 weeks Brettells reserve the right to sell the items to defray costs.
7. Haulage. Where Brettells arrange Haulage of any items via their authorised Hauliers the costs will be deducted from Sale Proceeds and Vendors will be wholly liable for any outstanding balance, payable directly to the Haulier. Brettells act as Agents only and will not be liable for loss or damage of goods for unauthorised removal of goods and for damage to goods or premises by the Haulage Contractor.
8. A Vendor who sends goods for sale which are business assets must disclose to Brettells whether or not he/she is registered for VAT and declare their Registration Number if appropriate. A Vendor who is VAT registered supplying goods under the 'Auctioneers Scheme' or who has elected to apply to the goods for auction in the 'Margin Scheme' or 'Global Accounting' must advise Brettells prior to sale.
9. The Seller authorizes Brettells to deduct Commission at the prevailing rate and to retain the Buyers Premium payable by the Purchaser. VAT will be added to the Commission charge.

COMMISSION RATES & CHARGES

GENERAL SALES

Lotting/Administration Fee - £1.50 + VAT per lot.

19.5% + VAT

Subject to a minimum charge of £1.00 + VAT per lot whether sold or not.

A minimum charge of £5 per vendor per sale will apply

ANTIQUÉ SALES

Lotting/Administration Fee - £5.00 + VAT per lot.

15% + VAT subject to a minimum £5.00 + VAT per Lot, whether sold or not

NB All unsold items will attract a charge of £5.00 +VAT per lot.

10. Insurance. Brettells are not regulated by the FSA for the provision of insurance to their clients. However, for its own protection, Brettells insures property against all risks consigned to it at the mid pre sale estimate at a charge of 1.6%. If the lot has been sold, it is insured at the hammer price against loss as a result of theft, fire, flood or negligence whilst on Brettells premises.
11. Payments shall normally be paid to the Vendor within 21 days of the sale. All clients monies are held on a non-interest bearing current account. Sort Code 40-34-34. A/c No. 21224441. Note: Sale Statements for under £5.00 will not be posted and must be collected.
12. Every person on Brettells premises at any time shall be deemed to be there at their own risk and shall have no claim against Brettells in respect of any injury he/she may sustain or any accident which may occur. Brettells shall have the right at their discretion to refuse admission to their premises to any person.
13. RICS Regulations. Brettells operate a Complaints Handling Procedure for Clients, copy available on request.
14. Brettells reserve the right to cancel any sale without prior notice.
15. All electrical items will be subjected to a basic electric safety test at a cost of £5.00 plus VAT per item. All items failing this test will be disposed of without prior notice to the seller and the full cost of such disposal to be borne by the vendor.