



Sullivan's Auctions Ltd  
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Company Number 9953053

## ***Sullivan's Auctions Company Mission***

*"To make the buying and selling of our clients Antiques, Jewellery, Collectables and General items as worthwhile and profitable as possible".*

Sullivan's Auctions core values are integrity and respect, while maintaining the highest level of customer service.

### **Chapter 1 - Sullivan's Auctions General Terms and Conditions**

- 1.1 Definitions
- 1.2 Change of Terms and Conditions
- 1.3 Agent
- 1.4 Valuations and Catalogue descriptions
- 1.5 Division of lots
- 1.6 Sale by Private Treaty
- 1.7 Insurance
- 1.8 Sub-sale, assignment or split of the purchase contract
- 1.9 Statutory Acts and Regulations
- 1.10. Ownership of items
- 1.11 Indemnity
- 1.12 Good Title
- 1.13 Forgeries, fakes and replicas
  - 1.13A Forgeries and fakes
  - 1.13B Replica and reproduction
- 1.14 Auctioneers discretions
- 1.15 The Fall of the Hammer
- 1.16 Returns
- 1.17 Third party liability
- 1.18 Right to refuse admission
- 1.19 Sale of alcohol and knives
- 1.20. Sale of weapons and ammunitions
- 1.21 Petrol and diesel driven items

## **Chapter 2 - Sullivan's Auctions Vendor's (Sellers) Terms and Conditions**

- 2.1 New Vendors and submission of items for Auction
- 2.2 Receipt for goods – Form 1
- 2.3 Admin Fee and minimum charge
- 2.4 Vendors commission charge
- 2.5 Value added Tax (VAT)
- 2.6 Payment for sold Lots
- 2.7 Unsold Lots
- 2.8 Electrical items, Portable Appliance Testing of Electrical Equipment (PAT)
- 2.9 Marketing
- 2.10 Auction Catalogue
- 2.11 Reserve price and minimum bids at our discretion
- 2.12 Storage of items
- 2.13 Lot submissions
- 2.14 Identify (ID)
- 2.15 Tools
- 2.16 Furniture and Furnishings
- 2.17 Disposals

## **Chapter 3 - Sullivan's Auctions Buyer's terms and conditions**

- 3.1 Examination of Goods
- 3.2 Buyer's Registration - Form 2
- 3.3 Registration and bidding number
- 3.4 Payment for items
  - 3.4A Sullivan's Auctions Account details
- 3.5 Collection and items and storage
- 3.6 Buyers commission charge
- 3.7 Value added Tax (VAT)
- 3.8 Commission bids Form - 3
- 3.9 Phone bids – Form 4
- 3.10 Identity (ID)
- 3.11 Condition report
- 3.12 Estimates

## **Chapter 4 - Sullivan's Auctions forms**

- Form 1 - Receipt of goods for sale
- Form 2 – Buyers registration form
- Form 3 - Commission bids
- Form 4 - Phone bids
- Form 5 – Item Valuation form

## Chapter 1 - Sullivan's Auctions General Terms and Conditions

### 1.1 Definitions

In these Terms and Conditions, the following words shall have the following meanings:

- "Sullivan's Auctions" means Sullivan's Auctions Ltd.
- "The Auctioneer" means Sullivan's Auctions Ltd.
- "Hammer Price" the price at which the lot is sold to the Buyer.
- "Buyer" the highest bidder for any Lot acceptable to the Auctioneer.
- "Vendor or Seller" the people on whose behalf the items are offered for sale.
- "Lot" items delivered to the Auction by the Vender for sale by Auction.
- "Catalogue" any publication, advertisement, brochure, estimate or price list.
- "Net Proceeds" the net amount due to the Vendor, being the hammer price less commission and any other costs as detailed in the Terms and Conditions.

### 1.2 Change of Terms and Conditions

Sullivan's Auctions retains the right to change any information within these Terms and Conditions without giving due notice.

### 1.3 Agent

The Auctioneer sells as an Agent for the Vendor and as such is not responsible for any default by the Buyer. Sullivan's Auctions will not pay out the Net Proceeds to the Vendor until full settlement has been made by the Buyer. In the case of no settlement we will take the Vendors instruction in the light of the situation.

### 1.4 Valuations and Catalogue descriptions

Sullivan's Auctions does not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or the quality of any Lot. Sullivan's Auctions are not themselves responsible for any misinterpretation of any such items. **All lots in the Catalogue are sold as seen with all faults, imperfections, no returns will be accepted.** While every care has been taken in the preparation of our Catalogue, any statement as to provenance or estimate of value is a matter of opinion and is not to be taken as a representation of fact. Condition reports and illustrations are for guidance only.

### 1.5 Division of lots

Sullivan's Auctions has absolute discretion to divide any Lot, combine any two or more Lots, refuse bids, regulate bidding, and to withdraw any lots from the Auction, or cancel the Auction without giving any reason or previous notice.

### 1.6 Sale by Private Treaty

In the event of a sale by Private Treaty, both the Vendor and the Buyer agree to be bound by Sullivan's Auctions Terms and Conditions, Auction fees will apply. The Auctioneer reserves the right to sell any Lot by private sale, before or after the Auction.

### 1.7 Insurance

Sullivan's Auctions accepts responsibility to the Vendor for any damage to any Lot whilst in Sullivan's Auctions custody, this includes fire, burglary, water damage or accidental breakage whether or not caused by our negligence (but excluding damage, loss or destruction that is caused directly or indirectly by terrorism or acts of god). Sullivan's Auctions shall not be responsible for damage to picture frames, picture frame glass, or any damage caused by woodworm or atmospheric conditions. In the case of settlement, Sullivan's Auctions will compensate the vendor with the current market value, as estimated by our auctioneer/valuer.

### **1.8 Sub-sale, assignment or split of the purchase contract**

Neither the Vendor nor the Auctioneer shall be bound by any sub-sale, assignment or split of the purchase contract, and thus the Buyer shall be alone responsible for the discharge of the purchase price to the Auctioneer.

### **1.9 Statutory Acts and Regulations**

The Vendor agrees that each Lot where stated complies (where required) with the provisions of current regulations on the sale of second hand items.

### **1.10 Ownership of items**

The Vendor guarantees to Sullivan's Auctions that they are properly authorised to sell the Lot and able to transfer good title thereto, free of any third party claims.

### **1.11 Indemnity**

The Vendor shall indemnify the Auctioneer, its Servants and the Buyer against all claims made or any proceedings brought by any persons entitled to the Lot and shall reimburse the Auctioneer on demand for all payments, costs or expenses or any other loss or damage whatsoever made, incurred or suffered as a result of any breach by the Vendor of these Terms and Conditions.

### **1.12 Good Title**

If it becomes apparent that an item was sold without good title or without authorisation, then the Buyer will return the item with the purchase costs reimbursed.

### **1.13 Forgeries, fakes and replicas**

Any Lot which is claimed to be a Forgery must be returned to Sullivan's Auctions in the same condition in which it was sold within seven days of the sale. The Auctioneer must be allowed seven days from the date of return to carry out his own investigation as to the validity of the claim. If the Auctioneer is satisfied that the claim is justified and that the Buyer is able to transfer a good and marketable title to the Lot free from any third party claims, the Auctioneer will rescind the sale and refund any amount paid by the Buyer to the Auctioneer.

#### **1.13A Forgeries and fakes**

Forgeries or Fakes are defined as the process of making, adapting, imitating objects, statistics, documents with the intent to deceive for the sake of altering the public perception, or to earn profit by selling the forged or fake item.

#### **1.13B Replica and reproduction**

A replica or reproduction is defined as the action or process of copying something, (as an example a copy of a work of art), especially a print or photograph of a painting, made to imitate the style of an earlier period or of a particular craftsman.

### **1.14 Auctioneers discretions**

The Auctioneer may refuse to accept any bid from any Buyer at their sole discretion without being required to give a reason. The Auctioneer may decide if there is a dispute between bids, and may summarily determine the result of the dispute, or immediately again offer the Lot for sale, in each case without being required to give a reason. The Auctioneer is the sole arbitrator in any such case, The Auctioneers decision is final.

**1.15 The fall of the hammer**

Upon the fall of the Auctioneers hammer no further bids shall be accepted. At the fall of the Hammer the Lot will become the responsibility of the Buyer. The Lot may not be removed or legal title pass onto the purchaser until payment in full has been received. All Lots must be paid for the same day unless otherwise agreed.

**1.16 Returns**

No returns will be accepted in any circumstance less those explained in 1.13. The Auctioneer or the Vendor is not responsible for any faults or defects in any items. All items are **sold as seen**.

**1.17 Third party liability:**

Any person on the premises of Sullivan's Auctions does so at there at their own risk and that they shall have no claim against the Auctioneers, their employees or Agents in respect of any incident, accident, loss or damage however caused, unless that injury, accident, or incident shall be as a result of the direct negligence of any employee of Sullivan's Auctions.

**1.18 Right to refuse admission.**

Sullivan's Auctions, its Auctioneers, Agents and it Employees reserve the right to refuse admission to its premises and will remove any person (or persons) whom they consider to be disruptive to the harmony of the conduct of Auction. The Auctioneer reserves the right to ban any person from any future Auctions. Due to the nature of the some items that may be sold at Auction, we may on occasion be unable to allow children to enter the premises. All children under 18 must be accompanied by a responsible adult.

**1.19 Sale of alcohol and knives**

Sullivan's Auctions applies UK government approved polices for age-restricted sales including think 21 and challenge 25. We will apply age verification checks for all sales of restricted items such as knives and alcohol, these items will be only be sold (or supplied) once staff are satisfied the customer is 18 or over, items may also be highlighted within the sales catalogue.

**1.20 Sale of air and full-bore weapons and ammunitions**

In order to purchase or auction, a firearm, shotgun, or relevant ammunition, a certificate issued by the police is required. Photocopies of the certificates will be retained. To purchase an air rifle or pellets the minimum age is 18, UK government approved polices for age-restricted sales will apply There is no requirement for a certificate for an air rifle, unless it is more powerful than 12 ft lb, (16.25J) then a fire arms certificate will be required. Section 21 of the Firearms Act 1968 applies in all cases.

**1.21 Petrol and diesel driven items**

All Petrol and diesel driven items are sold as seen, without a test or guarantee (unless stated within the sale catalogue).

## **Chapter 2 - Sullivan's Auctions Vendor's (Sellers) Terms and Conditions**

### **2.1 New Vendors and submission of items for Auction**

Vendors are requested to contact Sullivan's Auctions to discuss items intended for sale at Auction prior to bringing them to the saleroom. An agreement on date and time will be required prior to submission.

### **2.2 Receipt for goods – Form one**

A receipt for goods form will be completed by a member of staff. Please note that by signing and dating this form you are making a declaration that you are able to pass a marketable title, free from encumbrance and agree to all the Sullivan's Auctions Terms and Conditions. Where requested a photo copy of the form will be given to the Vendor.

### **2.3 Admin Fee and minimum charge**

There is a standard fee per lot of £1.50, this is variable up to £6.00 dependent upon the size of the item. If an item requires cleaning then additional fees will be included. Property clearance fees will be subject to a verbal agreement of costs.

### **2.4 Vendors commission charge**

A Vendors commission charge of 15% will be deducted from the Hammer Price. The Vendor authorises Sullivan's Auctions to deduct commission at the stated rate of 15% as well as any other Lot fees, VAT, storage costs or any expenses accrued from the Hammer Price to the final invoice prior to settlement of the Net Proceeds. If sum total of all Lots sold is less than £35.00 then a standard fee of £5.00 will apply.

### **2.5 Value added Tax (VAT)**

Where a Lot is marked by a (\*) in the Auction Catalogue VAT is payable on the Full Hammer Price at the standard rate of 20%.

### **2.6 Payment for sold Lots**

Payment is nine days (Tuesday) after the Auction from 10.00pm till 4.30 pm, if a vender requires payment outside of these times then it has to be agreed with the auction prior. Please note cash payments are at Sullivan's Auctions discretion and will only be paid direct to the Vendor. All payments are to be made during normal working hours only. Payments of £500 or more will be paid by cheque or BACS.

### **2.7 Unsold Lots.**

Where any Lot fails to sell, unless written instructions are received to the contrary from the Vendor, Sullivan's Auctions retains the right to re-offer the Lot at the next Auction at a reduced estimate and Reserve (if one is applied). If the Vendor wishes to remove the items from the Auction before the sale and the admin process has been completed, then a minimum fee of £5.00 per lot shall apply, as well as any other possible charges as outlined in the Terms and Conditions.

### **2.8 Electrical items, Portable Appliance Testing of Electrical Equipment (PAT)**

Sullivan's Auctions will PAT test Electrical items individually submitted for sale for a fee of £2.50 per electrical item, in line with the Low Voltage Electrical Equipment (Safety) Regulations all electrical appliances offered for sale must be safe for use. Other items offered for sale must be boxed as new, and complete with operating manual and manufacturers guarantee. Other items that are sold as part of a box of assorted items will be sold as scrap or spares and repairs. Please note that PAT is not a guarantee that the item is fit for purpose.

## 2.9 Marketing

Sullivan's Auctions provides free marketing for the vendor, selected items are illustrated on our web site, FaceBook, twitter and instagram without fee.

## 2.10 Auction Catalogue

An electronic printable version of the Auction Catalogue is free to download on our web site on the Friday evening prior to the Auction. A hard copy can be also be purchased at the Saleroom.

## 2.11 Reserve price and minimum bids at our discretion

Any lot that is valued over £20 may have a fixed reserve set. The minimum reserve is £20. All other Lots will be sold without reserve. If a lot fails to sell for the reserve fee a 10% reserve not met fee will apply.

These additional rules are applied to Lots with a fixed Reserve:

- Reserves must be set by written agreement of both parties.
- Where a Reserve has been set, Sullivan's Auctions reserves the right to bid on behalf of the Vendor up to the Reserve price. The Vendor is not permitted to bid on his or her own lots.
- If in the opinion of the Auctioneer the Reserve that is requested by the Vendor is considered too high, then Sullivan's Auctions reserves the right to refuse to Auction the item.
- Once a Reserve is set it cannot be changed except in writing and with the consent of Sullivan's Auctions.
- The Auctioneer presumes that the Vendor permits a discretionary amount of 10% of the value of below the formal agreed Reserve price.

## 2.12 Storage of items

If a Lot fails to sell it must be collected the same day as payment (9 days after the sale) otherwise the vendor shall be liable for a storage charge at the rate of £2.50 per Lot per day. If the Lot remains uncollected two weeks after the day of Auction, the Auctioneer shall have the right to sell the Lot without Reserve and to deduct from the Hammer Price any sum owing including expenses arising with any storage changes or other costs.

## 2.13 Lot submissions

A Lot or consignment can be one individual item or a collection of assorted or similar items.

## 2.14 Identity (ID)

If you are a first time Vendor ID will be requested.

## 2.15 Tools

Tools (electrical or non-electrical) that are of Antique status will be sold for display purpose only.

## 2.16 Furniture and furnishings

All furniture where required will comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended 1989 and 1993). Upholstered or partly upholstered furniture that does not meet the Regulations is sold for recovering purposes only. Furniture made before 1950 is exempt from the Regulations.

## 2.17. Disposals

Where the Auctioneer has been required to remove a Lot from sale for disposal, or the owner has requested disposal of an unsold lot, the auctioneer shall dispose of the items at the Vendors expense (minimum fee £5). Sullivan's Auctions are under no obligation to notify the Vendor of such action, or to return the goods to the Vendor.

## Chapter 3 - Sullivan's Auctions Buyer's terms and conditions

### 3.1 Examination of Goods

Sullivan's Auctions strongly advises all Buyers to examine any Lots in which they intend on bidding on, prior to the Auction taking place. Buyers are responsible for satisfying themselves on the condition of the items, and that they agree they are as described. **Each lot set out in the Catalogue is sold as seen with all any faults, imperfections or errors of descriptions, returns are not accepted in any case**, less those described in paragraph 1.13.

### 3.2 Buyer's Registration – Form 2

All Buyers are requested to complete a Buyer's Registration Form prior to bidding on any Lots. Registration forms are available to download from our website or outside the cashier's office. Please note that by signing and dating the Buyer's Registration Form, you are agreeing to all of the Sullivan's Auctions Terms and Conditions.

### 3.3 Registration and bidding number

Registration is free. The Auctioneer may refuse a bid if the buyer has not registered.

### 3.4 Payment for items

Payment for all Lots must be made the same day as the auction (unless Sullivan's Auctions has given agreement to the contrary). Payments can be made by debit card or cash. Please be advised that we do not accept personal or business cheques. Other methods such as bank transfer, BACS, or PayPal are completed only with the agreement of Sullivan's Auctions.

#### 3.4A Sullivan's Auctions Account details

Sullivan's auctions Ltd

Account Number: 06931779

Sort code: 09-01-29

BIC:ABBYGB2LXXX

IBAN:GB06ABBY09012906931779

payments@sullivansauctions.com

### 3.5 Collection of items and storage

The Buyer can remove their Lots once payment has been made by handing your stamped Buyers invoice to a member of the floor staff. All lots must be collected by 4.30 pm on the Monday following the sale (unless Sullivan's Auctions has given agreement to the contrary). All Lots are removed at the Buyers risk. Failure to collect by 4.30pm will incur a minimum storage charge of £2.50 per lot per day. If the Lot remains uncollected two weeks after the day of sale, Sullivan's Auctions shall have the right to sell the Lot at Auction without Reserve and deduct from the Hammer Price any sum owing including expenses arising with any storage changes or other costs.

### 3.6 Buyers Commission Charge

A Buyers Commission Charge of 15% will be added to the Hammer Price.

### 3.7 Value added Tax (VAT)

Where a Lot is marked by a (\*) in the Auction Catalogue VAT is payable on the hammer Price at the standard rate of 20%.



### **3.8 Commission Bids - Form 3**

If you are unable to attend the Auction, and you wish to submit a Commission bid please complete a Commission Bid Form. This instructs the auctioneer to bid on your behalf. Forms are available to download from our website or are available as a hard copy at Sullivan's Auctions. If two buyers submit identical commission bids the Auctioneer will accept the first bid received. Sullivan's Auctions accepts no liability for failure of the auctioneer to make a Commission Bid. Commission bids will not be accepted after 12pm the day of the sale.

### **3.9 Telephone Bids - Form 4**

Prior to using this service the Buyer must register for the Auction. Telephone Bids are only available for Lots with a reserve price or estimated value of over £100. With this service we will call you approximately three lots before the lot you wish to bid on. Due to the limited number of telephone lines a request for this service must be made on viewing day prior to the Auction. Requests for this service are accepted on a first come first served basis, subject to the availability of a member of our team. This service is a free service to bidders, Sullivan's Auctions does not accept any liability for failure to make contact or failure to make a bid due to line disruption.

### **3.10 Identity (ID)**

If you are a first time Vendor ID may be requested.

### **3.11 Condition report**

Condition reports and images may be supplied on request for Lots with a value over £100. Requests must be made on viewing day. Requests for this service are accepted on a first come first served basis, and will be emailed free of charge, this service is subject to the availability of a member of our team having the time to complete the report.

### **3.12 Estimates**

Estimates are designed to help Buyers estimate what sort of sum might be involved for the purchase of a particular lot. Estimates do not include the Buyer's premium or VAT (where chargeable).

*The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales. These Terms and Conditions supersede all previous versions.*