

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.

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.