

Pump House Auctions Limited (PHA) - Terms and Conditions

- 1. Confirmation of ownership** – The vendor confirms that they are the true owner of the property being offered for sale, and that they are not liable to any third party in respect of said goods. The vendor must also confirm that he is willing to accept any liability in respect of this clause being broken.
- 2. Entry form** – No lot will be accepted unless an entry form has been completed. Entries accepted does not guarantee space in the subsequent auction, all lots are subject to Auctioneers discretion. PHA reserve the right to refuse any item deemed unsalable or unfit for purpose.
- 3. Reserves** – The vendor is free to place prior to auction a figure at which they are not willing to sell for less, this constitutes the reserve (We are always willing to assist potential vendors in finding the right reserve for their item(s) PHA, shall not change this figure without the express consent of the vendor. No reserves below £10 will be accepted. All goods accepted without reserve unless discussed and agreed with Auctioneer prior to sale. All reserves are subject to 10% discretion.
- 4. Lotting** – The Auctioneer reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, the auctioneer reserves the right to sell all of the items listed in bulk.
- 5. Fees** – Commission rate of 15% + VAT applied to all lots upon sale.
- 6. Lotting Fee** – All lots entered to sale are subject to £3.50 + VAT lotting fee per lot.
- 7. Indemnity** – All items are insured whilst in the care of PHA at a rate of 2.5% + VAT deducted from net sale. PHA will not be responsible for accidental breakage, loss or damage caused unless by the negligence of their employees.
- 8. PAT Testing** – All electrical items will be subject to a PAT testing charge at the rate of £3 + VAT per item as this is required by law in order for PHA to be able to sell safe electrical goods.
- 9. Returned items** – PHA is free to rescind any sale in respect of the vendor, if the item is returned by the buyer if the claim is justified. PHA are authorised to refund buyer in full and reclaim net proceeds from vendor if paid.
- 10. Description** – PHA have the sole right as to the description of any article offered to sale and to its grouping with any other belonging to the vendor. Any representation or statement made by PHA either orally by any of their employees or printed in any catalogue, valuation, brochure or advertisement concerning authorship, attribution, genuineness, origin date, provenance, condition or value is a statement of opinion only and is not to be taken as being, or implying, any warranty or representation of fact by PHA.
- 11. Withdrawal of lots** – the vendor is entitled to withdraw any lot(s) prior to advertisement and sale. Pump House Auctions reserve the right to charge a 10% + VAT withdrawal fee based on the lowest estimate figure.
- 12. Sale by private treaty** – In the event of a lot remaining unsold PHA are authorised to sell after auction at low estimate(or reserve price) with 10% discretion unless re offered in another sale, all terms and commissions apply.
- 13. Unsold Lots** – Unsold lots may be re offered at auction in next sale, with no reserve, unless the vendor has mutually agreed reserve/estimate with Auctioneer.
- 14. Collection or disposal of unsold lots** – The vendor must collect unsold item promptly after sale once contacted by PHA, or may incur a disposal charge/storage charge.
- 15. Authority to deduct commission and relevant charges** – the vendor agrees and authorises PHA to deduct commission rate and relevant expenses directly from hammer price and acknowledges PHA to retain premium paid by buyer on purchase.
- 16. Photography** – no charge will be incurred for photography, the vendor authorises PHA to photograph items and use in catalogues, advertisements and promotional literature, which may be used at any time before or after sale. In the event of PHA advertising lots and the item then withdrawn from sale PHA has the right to deduct payment for advertising or directly forward cost onto client.
- 17. Third Party Liability** – Any person attending an auction conducted by PHA or visiting the premises, of the auctioneers affirms that he/she is there at his/her own risk and shall have no claim against PHA in respect of any accident, injury, loss or damage unless caused by the negligence of PHA employees. PHA reserve the right to charge for damage caused by visitors or their pets to the premises.
- 18. Payment of sale proceeds** – PHA will pay Vendors 28 days after the close of the auction, except in the case of invoices not being paid, any outstanding invoices will be settled up to a maximum of 60 days at which point, the sale is nullified. If PHA shall pay out the vendor on an item which has not been paid for after 60 days, ownership of said item will transfer to PHA. Payment will be made once all lot(s) have been sold by Bank Transfer. These details will only be used by PHA and remain confidential.
- 19. Collection/delivery** - Any collection or delivery fee becomes payable at the time of booking. In the event of client cancellations PHA reserves the right to invoice the collection/delivery fee in full. To avoid payment of related fees 48 hours notice is required for cancellation.
- 20. Uncollected item(s)** - In the circumstances where PHA request a vendor's unsold item(s) to be collected. Item(s) that remain uncollected in the specified time may be subject to a storage charge of a minimum £10.00 per day. PHA Ltd reserve the right to dispose or remove uncollected item(s) from the premises. PHA will not be held accountable of items lost/damage after arranged date.
- 21.** We reserve the right to charge any costs relating to late payments and the pursuit of outstanding payments and breaches our terms and conditions. These costs may be deducted from final payments.
- 22. GDPR** – by completing and signing this form, the vendor agrees to PHA retaining the personal information noted on the front of this form. The vendor understands that this information will be retained by PHA until or unless the vendor requests that it is deleted from their system. Please see our website for our GDPR Privacy Notice.
- 23. Personal details** – PHA accepts no responsibility for errors in personal and bank details noted on the front of this form which must be completed in block capitals by the vendor.
- 24. These Terms and Conditions are subject to change and additional terms and conditions may be detailed on our website** – which are binding once this document is signed.

Vendors commission is 15% + VAT. We are prepared to negotiate our rates for regular vendors, or items/collections of high value

Indemnity 2.5% Lotting fee £3.50 per lot (per sale even if unsold) PAT testing £3 per electrical item All plus VAT

Payment to be made by bank transfer within 28 days of all lots entered being sold.

There will be a charge of £2.00 for a cheque. No charge for direct bank transfers.