

# Conditions of Sale & Buyer Information

## 1. Registration & Eligibility to Bid

All bidders must be registered members of Clwyd Auction Centre prior to bidding. Registration requires completion of a bidder information form and payment of the Annual Registration Fee (currently **£8.33 Plus VAT**).

Annual membership must be renewed on or before **1 December each year** to remain an active bidder. Upon registration, bidders will be issued with a **bidding number and membership card**, which must be presented when purchasing items.

For Specialist Auctions, Police Auctions, and Proceeds of Crime Auctions, membership cards must also be shown upon entry. Pre-registration online is strongly recommended.

Bidding numbers are **non-transferable** and must not be used by any other person.

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## 2. Bidding Procedure (In-Room)

To place a bid, bidders must raise their bidding number and await acknowledgement from the auctioneer. Bidding will continue in increments until only one bidder remains. The auctioneer will confirm the sale by striking the gavel and announcing the hammer price.

A **Buyer's Premium** is payable in addition to the hammer price. Bidding numbers must be returned upon leaving the saleroom.

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### 3. Live Online Bidding

Live online bidding is available for selected auctions (excluding vehicle auctions) via [www.easyliveauction.com](http://www.easyliveauction.com).

To bid online, bidders must register directly with easyliveauction.com. By completing online registration and providing debit or credit card details—unless alternative arrangements are agreed—you:

- Authorise Clwyd Auction Centre to charge the registered card for all successful purchases, including fees; and
- Confirm authority to provide card details and consent to goods being released or shipped to the registered cardholder name and address.

**Please note:** Membership and online registration fees are **non-refundable** once processed.

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### 4. Absentee / Commission Bids

Bidders unable to attend in person may submit a commission bid. A member of staff will bid on the buyer's behalf, seeking to secure the lot at the lowest possible price without exceeding the stated maximum.

A Buyer's Premium applies. A refundable deposit may be required prior to the auction.

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## 5. Buyer's Premium

Unless otherwise stated:

- Buyer's Premium is **20% of the hammer price**,
- Subject to a **minimum charge of £1 per lot**,
- Plus VAT where applicable.

**Items seized by Police, Authorities, or Bailiffs carry a Buyer's Premium of 25% plus VAT.**

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## 6. Payment Terms

Accepted payment methods are **cash, debit card, credit card, or bank transfer**.

- Card payments are accepted up to **£1,000 only**
- Commercial or business cards incur a **2.09% surcharge**
- Cash payments incur a **1% handling fee**
- Cheques are **not accepted**

All purchases must be paid for by **12 noon on the day following the auction**.

Invoices of **£400 or more** require immediate payment or a substantial deposit. Bidders may be suspended from further bidding until outstanding balances are settled.

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## 7. Collection of Goods

All goods must be paid for and collected by **12 noon on the day following the auction**. Failure to collect within this timeframe may result in storage charges.

Risk in the goods passes to the buyer at the fall of the hammer.

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## 8. VAT

VAT may apply to lots and/or Buyer's Premium. The auctioneer will announce VAT status at the time of sale and VAT indicators will be displayed.

Clwyd Auction Centre operates under the **Auctioneers' Margin Scheme**. VAT on the Buyer's Premium cannot be itemised separately on invoices and cannot be reclaimed.

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## 9. Viewing

Viewing is available on the **day of sale from 12 noon**. No viewing is permitted once the auction has commenced.

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## 10. Condition of Lots & Consumer Rights

All lots are sold as **second-hand goods**. As bidders have the opportunity to inspect items prior to sale, the protections of the **Sale of Goods Act 1979** do not apply.

Bidding constitutes a **legally binding contract** upon the fall of the auctioneer's hammer.

All goods sold on behalf of **Police, Authorities, Bailiffs, Proceeds of Crime, and Finance Companies** are sold **as seen**.

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## 11. Items Sold in Working Order

Where a lot is expressly stated by the auctioneer to be in working order, the buyer has until **4:00 pm on the next working day** to verify functionality.

If a fault is identified within this period, the item must be returned immediately for inspection. Subject to verification, a refund or exchange may be offered. No consequential losses or expenses will be reimbursed.

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## 12. Items Sold “As Seen”

Lots sold “as seen” are sold **without warranty**, whether express or implied. No refunds will be given for items sold as seen.

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## 13. Online Retailer Returned Goods

Returned retail goods may show signs of use, wear, cosmetic damage, missing parts, or reduced functionality. Original packaging, accessories, or documentation may be absent.

All such items are sold **as seen and non-refundable**. Buyers are strongly advised to inspect items prior to bidding.

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## 14. Packing & Shipping

Clwyd Auction Centre does not provide shipping services. Buyers are responsible for arranging their own courier. Risk and responsibility for goods pass to the buyer immediately upon release of the goods to any courier or third party. Where requested, Clwyd Auction Centre may, at its discretion, pack goods for collection but accepts no liability for loss or damage once goods have been released.

For enquiries, please contact **01244 532821**.

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## 15. Non-Payment or Failure to Collect

If a buyer fails to pay for or collect a lot, Clwyd Auction Centre reserves the right to:

- A. Commence legal proceedings for breach of contract, including recovery of costs;
- B. Cancel the sale of the lot(s);
- C. Resell the lot by auction or private treaty. Any shortfall and associated costs will be recoverable from the original buyer. Any surplus will be returned after deductions;
- D. Charge interest on outstanding balances at **2% per week or part thereof** after **48 hours** from the date of sale.