

Clwyd Auction Centre – Conditions of Sale

1. Registration & Bidding in Person

All bidders must be registered members to participate in the auction. Registration requires completion of a bidder information form and payment of the **Annual Registration Fee (£8.33 + VAT)**.

Annual membership fees are due on or before **1 December each year** to remain an active bidder.

Upon registration, each bidder will receive 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 presented upon entry. Pre-registration online is strongly recommended.

Bidding numbers are **non-transferable** and must not be used by anyone other than the registered bidder.

To place a bid, raise your bidding number and await acknowledgment from the auctioneer. Competing bids will continue 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. All bidding numbers must be returned upon leaving the saleroom.

2. Live Online Bidding

Live online bidding is available for selected auctions (excluding vehicle auctions) via www.easyliveauction.com, allowing bidders to participate in real time from anywhere.

To bid online, registration with easyliveauction.com is required. By providing debit or credit card details (unless alternative arrangements are agreed), you:

1. Authorise Clwyd Auction Centre to charge the registered card for full or partial payment, including all fees, for any successful purchases; and
2. Confirm that you are authorised to provide these card details and consent to the release or shipment of goods to the registered cardholder name and address.

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

3. 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 bid.

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

4. Buyer's Premium

- Standard Buyer's Premium: **25% of the hammer price**, minimum £1 per lot, plus VAT.
- Items seized by Police, Authorities, or Bailiffs: **25% + VAT**.
- Online retailer items: **20% + VAT**.

5. Payment Terms

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

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

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

Invoices over £400 require immediate payment or a substantial deposit. Online and in-room bidders may be suspended from bidding until outstanding balances are settled.

6. Collection of Goods

All items must be **collected by 4:00 pm on the day after the auction.** Failure to collect within this timeframe may result in storage fees.

7. VAT

Most auction items are subject to VAT. Police Proceeds of Crime items are **not subject to VAT on the hammer price.**

8. Viewing

Viewing is available on the **day of the auction from 12 noon.** Lots cannot be viewed once the sale has commenced.

9. Condition of Lots & Consumer Rights

All lots are sold as **second-hand goods** unless otherwise stated. Buyers have the opportunity to inspect items prior to bidding; remedies under the **Sale of Goods Act 1979** are excluded.

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

While descriptions are provided to the best of our ability, buyers must satisfy themselves as to the accuracy of any description. Descriptions, photographs, opinions on provenance, condition, or retail value are **guidance only** and may involve matters of opinion. Clwyd Auction Centre and sellers accept liability only for opinions given negligently or fraudulently.

Stock or catalogue images may be used if original photographs are unavailable. Colours, sizes, and details may vary. No warranty is given for these items. All lots are **sold as seen** unless otherwise stated by the auctioneer. Electrical items are **not tested** unless specifically stated.

10. Withdrawal or Variation of Lots

Clwyd Auction Centre reserves the right, at its sole discretion, to:

- Withdraw any lot before or during the auction;
- Divide or combine lots;
- Reject any bid deemed not reflective of reasonable value.

The company accepts no liability for decisions to withdraw or reject bids.

11. Items Sold “As Seen”

All lots are sold **as seen**. This does not imply or provide any warranty as to condition, functionality, or authenticity. No refunds will be given.

Police & Proceeds of Crime Items

All items sold on behalf of the Police or from Police Proceeds of Crime are **strictly sold as seen and non-refundable**. Buyers are responsible for satisfying themselves as to the condition, authenticity, and suitability of the lot prior to bidding.

Every effort is made to ensure the accuracy of descriptions and the authenticity of items. However, all such lots are sold **without warranty or guarantee**, whether express or implied. By bidding, the purchaser acknowledges that they have had the opportunity to inspect the item and accept it in its current condition.

12. Packing & Shipping

Clwyd Auction Centre does **not provide shipping services**. Buyers may arrange their own courier. Risk and responsibility pass to the buyer immediately upon release to any courier or third party.

Upon request, Clwyd Auction Centre may pack goods for collection but accepts no liability for loss or damage once released.

13. Non-Payment or Failure to Collect

If a buyer fails to pay for or collect a lot, Clwyd Auction Centre may, at its sole discretion, without prejudice to other remedies:

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