

Clwyd Auction Centre

Conditions of Business

Thank you for choosing Clwyd Auction Centre.

These Conditions of Business explain the terms under which Clwyd Auction Centre conducts auctions and provides related services. By registering to bid, placing a bid, purchasing, or selling through us, you agree to these terms.

We recommend that all buyers and sellers read these Conditions carefully before taking part in any auction.

1. Visiting Our Premises

Anyone visiting Clwyd Auction Centre does so at their own risk.

While we take reasonable care to provide a safe environment, Clwyd Auction Centre accepts no responsibility for any accident, injury, loss, or damage unless it has been directly caused by our negligence or that of our employees.

2. Registering to Bid

Membership

All bidders must be registered members of Clwyd Auction Centre before they can bid.

Registration requires:

- Completion of our membership application form.
- Payment of the annual membership fee of **£8.33 + VAT**.

Membership is renewable annually and must be renewed by **1 December** each year to remain active.

Once registered, you will receive:

- A unique bidder number
- A membership card

Your membership card may be requested when collecting purchases and must be presented when attending Specialist Auctions, Police Auctions and Proceeds of Crime Auctions.

We strongly recommend registering online before attending an auction.

Your bidder number is personal to you and must not be shared or used by another person.

Online Registration

Online registration is available at:

www.clwydauctions.co.uk/bidding_number.php

Once your membership has been approved and payment received, your online bidding account will be activated.

Classic & Specialist Car Auctions

Online bidders are required to pay a **refundable £500 registration deposit** before bidding.

- Successful bidders will have the deposit deducted from their final invoice.
- Unsuccessful bidders will receive an automatic refund.

Your bidding account will only be activated once the deposit has cleared.

3. Buying at Auction

Our Role

Clwyd Auction Centre acts solely as an agent for the seller.

Unless specifically stated in writing, we do not guarantee the authenticity, condition, quality, age, origin or suitability of any lot offered for sale.

When You Become the Buyer

The highest accepted bid, confirmed by the fall of the auctioneer's hammer, forms a legally binding contract between the buyer and the seller.

The auctioneer has absolute discretion to:

- Accept or refuse any bid.
- Resolve bidding disputes.
- Re-offer any lot if necessary.

We may ask bidders to provide proof of identity, address or other information before allowing them to bid.

All bidders are deemed to be acting as principal unless agreed otherwise in writing.

Buyer's Premium

A Buyer's Premium is payable in addition to the hammer price. Unless otherwise stated in the auction catalogue or lot description, the following rates apply:

Auction Type	Buyer's Premium
General & Business Auctions	20% + VAT
Police Auctions	25% + VAT
Government Asset Auctions	25% + VAT
Local Authority Asset Auctions	25% + VAT
Bailiff Repossessions	25% + VAT
Online Retail Auctions	20% + VAT
Classic & Specialist Car Auctions	10% + VAT

Minimum Buyer's Premium

Some auctions or individual lots may be subject to a **minimum Buyer's Premium**.

Where a minimum premium applies, the buyer will pay **the greater of:**

- The advertised percentage of the hammer price; **or**
- The stated minimum fee, **plus VAT**.

For example:

- **25% Buyer's Premium (minimum £350 + VAT)** means the buyer will pay either **25% of the hammer price** or **£350 + VAT, whichever is the greater amount**.

Any applicable minimum Buyer's Premium will be clearly shown in the auction catalogue, online listing, or lot description before bidding.

Clwyd Auction Centre may also receive commission from the seller.

Purchased lots must not be removed, sold, transferred, or otherwise disposed of until the Purchase Price and all applicable fees have been paid in full.

VAT

Clwyd Auction Centre operates the **Auctioneers' Margin Scheme**, where applicable. VAT included within the Buyer's Premium cannot be itemised separately and is not reclaimable.

4. Payment

Deposits

Immediately following the sale, buyers may be required to:

- Confirm their full name and address.
- Pay a deposit of up to **30% of the hammer price**.

Responsibility for the lot passes to the buyer at the fall of the hammer.

4.1 Deposits for Selected Lots

At the fall of the auctioneer's hammer, the Buyer may be required to provide their full name, address and proof of identity.

For selected lots, including but not limited to high-value items, vehicles, plant, machinery, specialist assets and any lot identified in the catalogue or by the auctioneer, an **immediate deposit** is required.

Where a deposit is required, the amount will be clearly stated in the catalogue, online listing, lot description or announced by the auctioneer before bidding.

Unless otherwise stated, the required deposit will be **30% of the hammer price**.

The Buyer must pay the required deposit immediately following the fall of the hammer and within the timescale specified by Clwyd Auction

Centre. Failure to make the deposit immediately shall constitute a fundamental breach of the Conditions of Sale.

If the required deposit is not received immediately, Clwyd Auction Centre may, at its absolute discretion and without further notice:

- Treat the sale as cancelled.
- Rescind the contract of sale.
- Re-offer or resell the lot immediately, whether during the same auction or at a later date.
- Retain any monies already paid.
- Recover from the defaulting Buyer any financial loss, including any reduction in the resale price, loss of Buyer's Premium, storage costs, administration costs, legal costs, interest and any other expenses reasonably incurred as a result of the Buyer's default.

The Buyer acknowledges that time is of the essence where an immediate deposit is required and that Clwyd Auction Centre shall not be liable for any loss arising from the cancellation or resale of the lot following the Buyer's failure to comply with this condition.

Ownership

Ownership of the lot remains with the seller until Clwyd Auction Centre has received cleared funds for the full purchase price, including all fees and charges.

Until then, Clwyd Auction Centre reserves the right to retain possession of the goods.

Payment Deadline

All invoices must be paid in full by **12:00 noon on the Tuesday following the auction**, unless otherwise agreed in writing.

Payment Methods

We accept:

- Bank Transfer
- Debit Cards (Visa, Mastercard, Maestro, Electron, Solo and Delta) – no charge up to £1,000
- Cash (Sterling) – subject to a **1% + VAT handling fee**
- Commercial and Business Cards – handling charges apply

Where payment remains outstanding after the deadline, Clwyd Auction Centre reserves the right to debit the payment card registered with Easy Live Auction or any other approved bidding platform.

5. Collection of Purchases

Lots may only be collected once payment has been received in full.

Unless otherwise stated, all purchases must be collected no later than **4:00 pm on the Tuesday following the auction**.

Buyers are responsible for:

- Packing
- Loading
- Transport
- Insurance
- Collection costs

Clwyd Auction Centre does not insure lots after the fall of the hammer.

Failure to collect goods may result in storage charges and other associated costs.

Anyone collecting on behalf of the buyer must provide written authorisation or a receipted invoice.

6. Late Payment or Failure to Collect

Where payment or collection is not completed within the required timescale, Clwyd Auction Centre reserves the right to:

- Charge an administration fee of **£50 + VAT per invoice**.
- Apply storage charges of **£5 + VAT per lot per day**.
- Recover third-party storage, transport and insurance costs.
- Charge interest at **2% per week (or part thereof)** on overdue balances after 48 hours.
- Cancel the sale.
- Re-offer or resell the lot by auction or private treaty.
- Recover any shortfall, together with legal and recovery costs.
- Commence legal proceedings where necessary.

Should a resold lot achieve a higher price, any remaining balance will be returned to the original buyer after deduction of all fees and costs.

7. Viewing, Inspection and Condition of Lots

All lots are available for public viewing prior to the auction at the advertised viewing times. Buyers are strongly encouraged to inspect any lot they intend to bid on and satisfy themselves as to its condition, authenticity, completeness, suitability, age, quality and fitness for purpose before placing a bid.

By placing a bid, the Buyer confirms that they have either:

- Personally inspected the lot; or

- Chosen not to inspect the lot and accept the risks of bidding without viewing.

All lots are sold **strictly "as seen", "as found" and with all faults**, whether or not such faults are immediately apparent.

Catalogue descriptions, condition reports, photographs, estimates, measurements, mileage, hours recorded, provenance, authenticity, retail prices and any statements made by Clwyd Auction Centre or its staff are provided in good faith for guidance only. They represent opinions and should not be regarded as statements of fact, warranties or guarantees.

Photographs may not show every aspect of a lot and should not be relied upon as a substitute for physical inspection.

It is the Buyer's sole responsibility to satisfy themselves as to the condition and suitability of any lot before bidding. No allowance, refund, cancellation or compensation will be made after the sale on the grounds of condition, completeness, authenticity, damage, age, description, mechanical or electrical faults, missing parts or any other defect that could reasonably have been identified during viewing or inspection.

Nothing in these Conditions excludes or limits any statutory rights that cannot legally be excluded under applicable UK law.

Police Auctions, Proceeds of Crime, Government and Local Authority Assets

Lots offered on behalf of Police Forces, under the Proceeds of Crime Act, Government Departments, Local Authorities, NHS organisations or other public bodies are sold strictly **"as seen", "as found" and without warranty**.

These lots are **non-refundable** and no guarantee is given as to their condition, authenticity, service history, mechanical condition, electrical safety, completeness or fitness for purpose.

Buyers are expected to inspect these lots during the advertised viewing period before bidding.

Consumer Rights and Auction Sales

Clwyd Auction Centre conducts auctions as an agent for the seller and does not act as a retailer.

Where goods are offered for sale by auction, buyers are provided with the opportunity to inspect lots before bidding. All lots are sold subject to these Conditions of Sale and, unless otherwise stated, are offered **"as seen" and "as found"**.

Nothing in these Conditions excludes or limits any statutory rights that cannot legally be excluded. However, buyers acknowledge that auction sales differ from retail sales and that many of the rights associated with purchasing goods from a retail shop or online retailer, including any right to reject goods simply because they have changed their mind, do not apply to auction purchases.

8. Commission Bids

If you are unable to attend an auction, Clwyd Auction Centre can place bids on your behalf.

Although every reasonable effort will be made to execute commission bids accurately, we cannot accept liability if a bid is not placed or is unsuccessful.

Where two identical commission bids are received, the first received will take priority.

9. Photographs, Descriptions and Auction Administration

Photographs, illustrations and catalogue descriptions are provided to assist buyers.

Copyright in all images remains the property of Clwyd Auction Centre.

Where original photographs are unavailable, representative catalogue or stock images may occasionally be used for illustration purposes.

Clwyd Auction Centre reserves the right to:

- Amend catalogue descriptions.
- Correct errors or omissions.
- Withdraw, divide or combine lots before the auction.
- Refuse any bid considered not to represent fair market value.
- Suspend or refuse bidding privileges where appropriate.

Whilst every effort is made to ensure the accuracy of information published on our website and bidding platforms, Clwyd Auction Centre accepts no liability for technical failures, website interruptions, data errors or online bidding issues beyond its reasonable control.