



**Conditions of Sale for goods accepted by Brightwells Ltd for inclusion in a Sale at their Saleroom in Leominster.  
ALL AUCTIONS ARE HELD UNDER THE AUCTIONEERS VAT MARGIN SCHEME.**

**1.** No Lot will be accepted unless entered on an appropriate Entry Form. Completion of Entry Forms does not necessarily reserve space in any sale, dates being subject to the Auctioneer's discretion, and dependent upon availability of space.

**2. Collection and Delivery.**

The Auctioneers do not themselves undertake the collection and delivery to and from their Saleroom, but will instruct a Contractor at the owner's expense.

**3. Unsaleable Goods.**

In the interest of all Clients unserviceable goods will not be accepted and the auctioneers and their staff reserve the right at all times to refuse to offer any goods which in their opinion are unsuitable to auction.

**4. Soft Furnishings.**

Only acceptable if manufactured prior to 1950 or bearing the label compliant with Furniture and Furnishings (Fire Safety) Regulations, of clean and fine quality (At discretion of Brightwells Staff).

Not Acceptable - Beds and Fitted Carpets.

**5. Identification.**

Each Vendor is allocated a code, which will be attached to all goods on or before being accepted in Store or Saleroom.

**6.** PREMIUM Electrical Items only these require a current Electrician's Safety Certificate and any Article delivered without a certificate will be charged at £5.00, plus V.A.T. per item for testing by our Electrician.

**7.** No gas appliances are accepted for inclusion in Sales.

**8. Agency.**

The Auctioneers act in the sale of goods as Agents only and all lots are taken with all faults and mis-descriptions (if any). In particular they disclaim liability for payments to the seller until they have received payments from the buyer.

**9.** Payment to Vendors will be made as soon as possible but certainly within 28 days, providing payment has been received from the purchaser.

**10.** Brightwells Ltd shall not be liable for loss or damage to goods on their premises whether due to negligence of Brightwells Ltd their servants or Agents or otherwise. Neither the Vendors, nor the Auctioneers will be responsible for any accident or injury occurring on the premises.

**11.** All goods are accepted for absolute sale unless a special arrangement is agreed by the Auctioneers. Goods "bought in" by the Owner will be regarded as "reserved" goods and the usual fees referring to reserves will be charged.

**12. Charges.**

Commission: - 16% including Damage/Loss/Indemnity

- with a minimum of £5.00 per lot

Lotting Fee - £3 per Lot

Photography - Maximum £75 per illustration

Buying in fee at 5% of Reserve Price at discretion of Auctioneer

A withdrawal fee may be implemented at the discretion of the Auctioneers

All charges shown are subject to VAT at current rate.

**13. Reserves.**

The Auctioneers will not agree to reserve prices on goods to the value of £50 or less and other reserves must be agreed mutually between the Auctioneers and the Vendor. THIS CONDITION WILL STRICTLY BE ENFORCED.

**14.** The Auctioneers reserve the right to sell any lot at 10% less than the reserve price.

**15. Unsold.**

Lots may at the entire discretion of the Auctioneers be re-offered in another sale. Otherwise, the Vendor will be asked to remove unsold lots immediately or a charge of £1 plus V.A.T. per day for each item may be levied at the Auctioneers' discretion. Any unsold lots which fail to attract a bid of any sort will automatically be sent to the Tip and will attract an Environmental Disposal Charge.

**16.** ALL GOODS WILL BE DEEMED TO BE UNRESERVED unless the Vendor inserts a reserve figure in the appropriate column on the entry form.

**17.** All measurements of size and weight are given for guidance only. The specific mention of damaged items i.e. (A/F) does not imply that all other items are perfect or unrestored.

**18.** Notwithstanding the preceding Conditions, if within 14 days after the Sale, the Buyer of any lot gives notice in writing and returns the lot to Brightwells Ltd in the condition as at the time of sale and satisfies the Auctioneers that considered in the light of the terms of the Catalogue, the lot is a deliberate forgery then the sale of the lot will be rescinded and the purchase price of the same refunded.

**19.** Brightwells reserves the right to operate a Private Treaty Sale of any unsold Lot at a price that will produce net proceeds equal to the amount that would have been received if it had been sold at auction.

**20.** Buyers Premium: 17.50% plus VAT is payable on all Lots sold.

**21.** "Clients' monies paid to us will be held in Brightwells Ltd Clients' Auction Sales Account at Barclays Bank plc, Hereford Branch. Clients will not be entitled to any interest on balances held on this account."

**The above Special Conditions apply to all Chattel Sales in addition to the General Conditions of Sale which apply to all sales held by Brightwells Ltd.**