

J. Straker, Chadwick & Sons

- Established 1872-

THE AUCTION ROOMS TIVERTON PLACE ABERGAVENNY MONMOUTHSHIRE NP7 5PN

TEL: 01873 852624 FAX: 01873 857311 E-MAIL: enquiries@strakerchadwick.co.uk

www.strakerchadwick.co.uk

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ENTRY FORM

If reserves required
please read condition 10

Vendor's Name.....

Address.....

.....

.....

Post Code.....Tel. No.

Email.....

Office Use Only

Code

No. of Lots

Date

Received

DECLARATIONS TO BE SIGNED BY

I hereby Authorise J. Straker Chadwick & Sons to sell by Auction the above items which are my bone fide property, subject to their conditions overleaf, (please read)

Signed: Owner/Agent

I *am/am not a VAT registered trader in respect of the goods listed on this Entry Form. These goods* are/are not eligible for sale under VAT margin scheme for second hand goods. Input tax deduction has not and will not be made in respect of these goods.

Signed..... VAT Reg. No. (if applicable)

Dated.....

*DELETE AS APPROPRIATE

SPECIAL CONDITIONS OF SALE

Please read carefully.

Conditions of Sale for goods accepted by J. Straker, Chadwick & Sons (The Auctioneers) for inclusion in a sale.

ALL AUCTIONS ARE HELD UNDER THE AUCTIONEERS' VAT MARGIN SCHEME

1. **GENERAL** - No Lot will be accepted unless entered on the appropriate Entry Form. Completion of Entry Forms does not necessarily reserve space in any sale, the entry being subject to the Auctioneer's discretion.
2. **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 for auction. A disposal charge will be levied.
3. **SOFT FURNISHINGS** - Only acceptable if manufactured prior to 1950 or bearing the label 'Compliant with Furniture and Furnishings (Fire Safety) Regulations'. (i.e. three piece suites, easy chairs, dining chairs with upholstered seats or backs, zed-beds, etc.). Beds are not acceptable unless bearing the labels complying with the Furniture & Furnishings (Fire Safety) Regulations.
4. **ALL ELECTRICAL ITEMS** - Require a current Electricians' Safety Certificate and any Article delivered without a certificate will be charged at £6.00 (inc. vat) per item for testing by an Electrician.
5. Gas appliances are NOT accepted for inclusion in Sales.
6. **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.
7. **THE AUCTIONEERS** - Shall not be liable for loss or damage to goods on their premises whether due to negligence of J. Straker, Chadwick & Sons, their servants or Agents or otherwise. Neither the Vendors nor the Auctioneers will be responsible for any accident or damage to life or limb prior to or during the progress of the sale or any time during the removal of lots.
8. **CHARGES** - to Vendor (inc. vat) - Wine commission per lot is charged @ 1st £1000 - 15% and £1001+ - 12%. Minimum Charge £8.40 per lot; Furniture 18% - Minimum Charge £1.20 per lot. Buying in fee: 6% of reserve price at discretion of Auctioneer.
9. **PAYMENT** - The Auctioneers shall pay the 'sale proceeds' to the Vendor within four weeks of the sale provided the Auctioneers have been paid in full by the purchaser. If by the due date the Auctioneers have not received the purchase price in full from the buyer then the Auctioneers will pay the proceeds within seven working days after the date on which the purchase price has been received from the buyer.
10. **RESERVES** - All lots are put up for sale WITHOUT RESERVE unless a reserve has been agreed in writing between the Auctioneers and the Vendor. The Vendor shall not bid for his/her lot nor employ any person to bid for him and the Auctioneers alone shall have the right to bid on behalf of the Vendor up to the amount of the reserve. In the event of a reserve price not being reached at auction the Auctioneers are empowered to sell by Private Treaty after the auction at a figure not less than the reserve price provided the lots remain on the Auctioneers property. In the case of unsold lots these will be offered at the next suitable sale and the reserve carried forward to that sale. If any lot still remains unsold, it will be offered at the next sale without reserve. No reserve will be accepted below £20.00, or in the case of wine £75.00 per lot.
11. **UNSOLD LOTS** - Lots may at the entire discretion of the Auctioneers be re-offered in another sale or by Private Treaty. Otherwise the Vendor will be asked to remove unsold lots immediately or a charge of £1.20 per day for each item may be levied at the Auctioneers' discretion.
12. All Lots which fail to attract a bid of any sort will AUTOMATICALLY be disposed of and will attract an Environmental Disposal Charge.
13. Any item left with the Auctioneers for a period of more than 6 months, for what ever reason will be disposed of without notification/reserve.
14. Notwithstanding the preceding Conditions, if within 14 days after the Sale, the buyer of any lot returns their lot to the Auctioneers that considered in the light of the catalogue the lot is a deliberate forgery then the sale of the lot will be rescinded and the purchase price will be refunded.
15. The Auctioneers reserve the right to charge a buyers premium of 18% (inc.vat) on all lots sold other than wine which will be charged at 12% (inc. vat) per lot.

The above Special Conditions apply to all sales in addition to the General Conditions of Sale which apply to all sales held by J. Straker, Chadwick & Sons.

ROYAL INSTITUTION OF CHARTERED SURVEYORS MEMBERS' ACCOUNTS REGULATIONS 1993 NOTICE REQUIRED UNDER REGULATION 2A

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