

# ASTON'S TERMS & CONDITIONS FOR BIDDERS

## Introduction

By registering to bid or placing a bid with **Aston's Auctioneers & Valuers Limited** you as the **buyer** agree to be bound by these Terms & Conditions.

The representative of **Aston's Auctioneers & Valuers Limited** conducting the sale by auction is called the "**Auctioneer**".

For all purposes of sale the **Auctioneer** shall be deemed to be the agents of both the **vendor** and the **buyer**.

As agent the **Auctioneer** cannot be responsible for any default by either the **vendor** or **buyer**.

Upon the fall of the **Auctioneer's** hammer a legally binding contract of sale is created between the **vendor** and the **buyer**.

A "lot" is one or more items catalogued together for the purposes of selling at auction in one transaction.

The "hammer price" is the price at which the auctioneer's hammer falls and the final sale price.

Each lot is put up for sale subject to any reserve price placed by the **vendor**. The **Auctioneer** may exercise the right to bid on behalf of the **vendor** up to the value of the reserve price.

All lots are 'sold as seen' - it is your responsibility to view the items in person or obtain a detailed 'condition report' from the auctioneer before deciding how much to bid.

The vendor will duly indemnify **Aston's Auctioneers & Valuers Limited** in connection with any goods sold on the vendor's behalf.

## Buyer's Premium

A Buyer's Premium is payable by the successful bidder on the hammer price of each lot as follows.

### Room Bidders:

Buyer's Premium is 20% +VAT. (24% inc. VAT)

### Internet, Commission and Telephone Bidders:

Buyer's Premium is 23% +VAT (27.6% inc. VAT)

## Registration

Before you can place a bid, you must register your details with our office. Registration is free.

### Registering in person

You can register simply by visiting our office either during our normal office hours or during auction or viewing times.

Photographic ID and proof of address is required.

You are also required to sign and agree to our Terms & Conditions.

### Registering by email

To register by email please send an email to us via our website with the following information:

Name, Address, Phone Number.

In addition, a scan of some photographic ID and proof of address is required.

You must state in the email that you have read and agreed to our Terms & Conditions.

### Registering online via the-saleroom.com

This type of registration is only available for sales with Live Internet Bidding and only allows you to 'bid live online' or leave a commission bid. If you wish to attend the auction in person you must register with one of the other two methods shown above.

Simply visit [www.the-saleroom.com](http://www.the-saleroom.com) and follow the instructions to register.

**Data Protection – Aston's Auctioneers & Valuers Limited will never share any of your personal details with any third party company for any reason.**

## Bidding

Each buyer, by making their final bid for a lot acknowledges that they have satisfied themselves before bidding as to the physical condition of the lot and whether the lot is damaged or has been repaired, as NO REFUNDS CAN BE GIVEN WHATSOEVER.

Each lot is sold with all faults, imperfections and errors of description.

Neither **Aston's Auctioneers & Valuers Limited** nor the **vendor** are responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.

All statements in the sale catalogue or elsewhere including any verbal statements made by the staff of **Aston's Auctioneers & Valuers Limited** are statements of opinion only, and are not to be taken as being or implying representations of fact.

All auctions conducted by **Aston's Auctioneers & Valuers Limited** have designated public viewing times during which the lots offered for sale can be inspected by prospective buyers. Photographs and brief descriptions of lots can be viewed online for many of our sales, but it must be noted that there is an 'opportunity to view' for all buyers and as such the buyer is still responsible for satisfying themselves as to the physical condition of the lot prior to bidding.

**For potential buyers who are unable to travel to the saleroom we offer a professional 'Condition Report' service – i.e. we can provide a detailed written description of the lot to assist the buyer in their decision to make bid. Additional photographs may also be provided.**

## Payment

Payment for any lots purchased must be made within 7 days of the auction.

We accept the following payment methods:

### Bank Transfer

### Cash

(we must take a scan of your passport or photo driving license if you want to pay more than £10,000 in cash)

### Debit Cards

### Credit Cards

(up to a maximum of £500 per auction)

If you are unknown to us or if you are bidding from outside the UK we require payment by Bank Transfer.

In the interests of Fraud Prevention we reserve the right to refuse "cardholder not present" transactions for Credit and Debit Cards.

If we haven't received payment from you within 7 days of the auction we reserve the right to Charge your Credit or Debit Card in your absence for the total amount owing.

If we are unable to obtain any payment or communication from you after 7 days from the auction date we will assume that you have defaulted on your obligation to purchase the lot from the vendor. This may subsequently result in legal action from **Aston's Auctioneers & Valuers Limited** or the **vendor**.

Furthermore – once it has been deemed that you have defaulted on the sale contract, we reserve the right to pursue our Buyer's Premium charge from you. We also reserve the right to re-offer the lot for sale on behalf of the vendor.

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## Collection

All lots must strictly be cleared from our premises within 7 days of the auction.

**Aston's Auctioneers & Valuers Limited** reserves the right to charge storage fees to the **buyer** at £2+VAT per lot per day for any lots remaining on our premises after this period.

Once any accrued storage fees exceed the hammer price of the lot, **Aston's Auctioneers & Valuers Limited** reserves the right to re-sell the lot to recover unpaid storage charges.

**Aston's Auctioneers & Valuers Limited** do not offer any form of in-house shipping or postage service.

For bidders unable to collect their purchases in person we can recommend **That's Your Lot** of Wombourne - a local family run specialist delivery company who will collect your lots from us and deliver them to you anywhere in the world with a great degree of care and an appropriate level of insurance. For a quote please visit their website: [www.thats-your-lot.co.uk](http://www.thats-your-lot.co.uk)

## Complaints

If you are unhappy with our service for any reason please call or email us immediately. We will attempt to resolve any problems to the best of our abilities and obligations.

However, if you are still unhappy after receiving a response from us you can complain to **The Property Ombudsman** with whom we are members. They offer free and impartial dispute resolution specific to our industry.

In the case of a dispute **Aston's Auctioneers & Valuers Limited** are bound by any decision made by the **The Property Ombudsman**.

<https://www.tpos.co.uk/consumers/how-to-make-a-complaint>

## National Association Of Valuers & Auctioneers

### What Makes a NAVA Protected Company Different?

#### Client Money Protection

When a NAVA Propertymark member accepts money either as a deposit or in full payment for property or chattels from purchasers, they have to belong to a client money protection scheme.

This gives you peace of mind as it is held in a designated client account which is annually inspected by an independent accountant with the reports being submitted to NAVA Propertymark.

This assurance means you will receive quality with a professional service from a NAVA Propertymark member but if anything does go wrong you will be protected without financial penalty.\*

#### The Highest Standards

Members of NAVA Propertymark work to the highest standards for buyers and sellers.

#### 1 The latest industry best practice

#### 2 Consumer protection

#### 3 High quality advice and guidance

<http://www.nava.org.uk/about/>