

## **Terms and Conditions**

All buyers and sellers must be aged 18 or over.

All buyers and Sellers are deemed to have accepted all Terms and Conditions

For bidders' registration is deemed as acceptance.

For sellers the consignment of items is deemed as acceptance

Agreement of these terms and conditions are compulsory to buy or sell via Morley Auctioneers and Valuers Ltd.

Morley Auctioneers and Valuers act as agents for sellers and buyers and therefore may not be held liable should either party default.

All lots listed in the auction are described to the best of our knowledge. Vendors that submit lots for the auction are responsible their own condition reports, the authenticity of the item and the legal right to place the item into auction. Morley Auctioneers do not accept responsibility for the authentication of items. However, will endeavour to appraise each lot that passes through the auction. Condition reports can be provided on request.

Morley Auctioneers and Valuers reserve the right to update and amend these terms and conditions at any time.

### **Seller**

By consigning items, you are confirming that you are the owner or have the legal right to place items into the auction for sale. The seller will indemnify Morley Auctioneers, its staff, agents, and the buyer against any loss of damage suffered in consequence of a breach of this condition.

The auctioneer holds the right to decide which upcoming sale the items will be placed into.

The auctioneer reserves the right to refuse goods, organise and group lots together for sale entry.

We will send you a pre-sale advice via email prior to the sale listing your items and any reserves. All reserves, descriptions and estimates are made by the auctioneer with the auctioneer's complete discretion. There are no fixed reserves below £50. All reserves listed with a (D) mean there is no reserve and it is at the auctioneer's discretion.

If you feel items are missing from your list or would like to adjust descriptions/reserves, then you need to contact Morley Auctioneers 24 hours prior to the sale. Discrepancies which are not raised prior to the sale may not be resolved.

If the lots do not sell in the first auction, they may be placed into auction a further two times.

It is the seller's responsibility to arrange collection of unsold lots. We will not contact sellers and chase collections.

If the seller does not arrange collection within 14 days, (unless prior arrangements have been made with the auction house) the uncollected lots will become property of Morley Auctioneers and Valuers.

Disposal fees will be charged to the seller if items remain uncollected.

**All sellers will receive funds generated from sold lots within 21 working days from the date that the vendors item/s were entered into auction, providing the buyer has completed the transaction.**

Morley Auctioneers and Valuers cannot be held liable should a buyer default on payment. The lot shall be re-entered into a future sale.

Vendor payments will be paid either by bank transfer or cheque, there will be no cash payments.

A £2.00 lotting in fee (inc VAT) per lot, per auction will be deducted from your sale for the cataloguing and administration costs of entering the lot into sale.

If your lots do not sell you are still liable for the lotting in fee.

The auction house charges 18% commission and VAT on the commission which will be deducted from each lot that sells under the hammer, unless other arrangements have been made and agreed in writing with the auctioneer prior to sale.

If a lot has been catalogued into sale and the vendor chooses to withdraw the item, the reserve and the lotting in fee will be charged prior to the item being returned to the vendor.

## **Buyer**

Bidding during the sale via, live internet bidding, over the phone or by leaving a commission bid is deemed as acceptance of Terms & Conditions and forms a contract between Morley Auctioneers and Valuers and the buyer for payment only.

All lots listed in our auctions are sold as seen with no refunds or returns. We would invite the buyer/s to visit the saleroom and assess for themselves the condition and or the authenticity of any item/s during one of our viewing days. Condition reports are also available upon request. Viewing days are held the preceding Wednesday, Thursday. No Viewing during the sale. Any persons that damage items listed in the sale during the viewing process will be charged at the lower estimate/starting price.

All electrical items enter the sale untested and are sold as seen.

All condition report requests must be sent no later than 24hours prior to the start of sale.

By bidding the buyer is deemed to have exercised their due diligence and are satisfied with the condition, description and authenticity of the lot.

As Morley Auctioneers and Valuers act as agents on the seller's behalf we cannot be held liable for any incorrect listings, descriptions, or authentication of lots placed in sale.

Telephone or Leaving a commission bid

Telephone bid slots must be arranged with the office 24hours prior to the start of the sale.

Commission bids may be left up to an hour prior to the sale starting.

Buyers commission is 20% per lot, an additional 20% VAT is payable on the buyer's commission. Plus any internet fees were applicable.

Online Bidding

To bid online during the auctions you must register with [www.easyliveAuction.com](http://www.easyliveAuction.com)

You can also bid live on our website at [www.morleyauctioneersandvaluers.co.uk](http://www.morleyauctioneersandvaluers.co.uk).  
Internet surcharges will be added to your sales invoice as per the platforms T&C's as well as the auction house commission.

#### Post Sale

All invoices must be settled within 3 working days of the sale.  
ALL GOLD BUYERS THAT REQUIRE POSTAGE MUST PAY IN FULL BY BANK TRANSFER ONLY.  
We accept cash, bank transfer, credit and debit cards (via phone).

Failure to settle invoices within this time frame will result in a ban from our auction house and a visible public ban on all internet bidding platforms.

All lots won will be retrieved by a member of Morley Auctioneers and Valuers Staff.

Lots must be collected within five days of the sale unless prior arrangements have been made, failure to do so will result in a storage fee of £5 per day per lot.

If lots remain uncollected three weeks after the date of the sale, they will become property of Morley Auctioneers and Valuers to dispose of as we see fit, even if they have been paid for (unless prior arrangement has been agreed with the auctioneer).

The risk of loss/damage/theft will transfer to the buyer once payment has been received, this includes item/s that are still on our site awaiting collection/shipping. We accept no responsibility of an item/s once payment has been made the transfer of ownership is complete.

All Buyer disputes are to be settled at the auctioneer's complete discretion.

Buyer/Seller Print Name:

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Buyer/Seller Sign:

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Auctioneer Sign:

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Date:

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**Failure to adhere to the T&C's will result in a ban from our auction house and potentially online platforms such as Easy Live Auction & The Sale Room.**

