

HENRY ALDRIDGE & SON

THE DEVIZES AUCTIONEERS

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Principal: Alan A Aldridge

Consultant Valuer: Andrew A Aldridge BA Hons. FAV MRICS CVS



VENDOR REFERENCE:

ENTRY FORM AND CONSIGNEE DECLARATION

AUCTIONEERS MARGIN SCHEME:

All Vendors must tick one of the boxes.

TITLE: _____ INITIALS: _____

SURNAME: _____

ADDRESS: _____

 P

I am a Private individual or non-VAT Registered Business. No VAT on Hammer price.

 M

I am a VAT registered individual or Business. No VAT on Hammer price. My Goods are eligible for sale under the Auctioneers Margin Scheme. I certify that Input Tax deduction has not been and will not be claimed in respect of goods sold under the Auctioneers Margin Scheme.

POSTCODE: _____

TELEPHONE: _____

DATE: _____

 V

I am a VAT registered individual or Business. VAT on Hammer price @ 20% or Applicable rate. VAT NUMBER AS FOLLOWS:

EMAIL: _____

PLEASE TICK IF YOU REQUIRE A PRE SALE ADVICE SENT VIA EMAIL

IF YOU REQUIRE ELECTRONIC PAYMENT PLEASE INCLUDE YOUR BANK DETAILS:

DECLARATION: I agree to be bound by the Terms and Conditions of Sale. I confirm that I am able to pass a marketable title to the goods free from encumbrance. I confirm that the goods to be sold comply with the safety regulations made under the Consumer Protection Act 1987. I confirm that goods entered for Sale under the Auctioneers Margin Scheme are eligible goods sold without Input Tax deduction or have otherwise been marked V; I, W; J, Z as appropriate. (Note: Vendor type V cannot have non Margin Scheme items on the same Vendor Account. Put such Margin Scheme items on a separate Vendor Reference Number under Vendor type M). In signing this form you agree to be bound by the jurisdiction of the English courts.

COMMISSION RATES WILL BE ON PER LOT SLIDING SCALE BASIS: 15% UP TO AND INCLUDING £5000. 12% £5001 AND ABOVE

HENRY ALDRIDGE AND SON ARE NOT AUTHORISED BY THE FSA TO PROVIDE INSURANCE TO ITS CLIENTS, AND DOES NOT DO SO. HOWEVER HENRY ALDRIDGE AND SON, FOR ITS OWN PROTECTION ASSUMES LIABILITY FOR PROPERTY CONSIGNED TO IT AT THE LOWER PRE-SALE ESTIMATE UNTIL THE HAMMER FALLS. TO JUSTIFY ACCEPTING LIABILITY, HENRY ALDRIDGE MAKES A CHARGE OF 1.5% OF THE HAMMER PRICE PLUS VAT, SUBJECT TO A MINIMUM CHARGE OF £1.50, OR IF UNSOLD 1.5% OF OUR LOWER ESTIMATE. THE LIABILITY ASSUMED BY HENRY ALDRIDGE SHALL BE LIMITED TO THE LOWER PRE-SALE ESTIMATE OR THE HAMMER PRICE IF THE LOT IS SOLD. IF YOU WISH TO OPT OUT OF THIS LOSS/DAMAGE WARRANTY PLEASE DO SO IN WRITING. IF THE OWNER OF THE GOODS CONSIGNED INSTRUCTS US IN WRITING NOT TO TAKE SUCH ACTION, THE GOODS THEN REMAIN ENTIRELY AT THE OWNER'S RISK UNLESS AND UNTIL THE PROPERTY IN THEM PASSES TO THE BUYER OR THEY ARE COLLECTED BY OR ON BEHALF OF THE OWNER.

HENRY ALDRIDGE AND SON AGREES TO ACT AS YOUR AGENT IN THE SALE OF THE PROPERTY LISTED ON THIS FORM. BY SIGNING THIS DOCUMENT YOU CERTIFY THAT YOU ARE THE OWNER, HAVE GOOD TITLE TO, OR HAVE BEEN GIVEN THE RIGHT TO SELL THESE ITEMS, AND THAT THEY ARE AUTHENTIC TO THE BEST OF YOUR KNOWLEDGE. IF, IN THE SOLE OPINION OF HENRY ALDRIDGE AND SON, AUTHENTICITY OF THE CONSIGNED MATERIAL AND OR ITS OWNERSHIP IS UNCLEAR OR IN DISPUTE, YOU AGREE TO INDEMNIFY BOTH HENRY ALDRIDGE AND THE BUYER OF SAID MATERIAL AND HOLD THEM FREE OF ANY LIABILITY. YOU SHALL ALSO REIMBURSE HENRY ALDRIDGE FOR ANY AND ALL LEGAL FEES AND COSTS ASSOCIATED WITH DEFENDING ANY CLAIM OR ACTION PERTAINING TO OWNERSHIP OR AUTHENTICITY. (HENRY ALDRIDGE AND SON RESERVES THE RIGHT TO DISCLOSE THE IDENTITY OF THE CONSIGNOR IN THE EVENT OF A QUESTION OF OWNERSHIP.) SHOULD A SOLD ITEM BE RETURNED TO HENRY ALDRIDGE DUE TO THE QUESTIONING OF PROPER TITLE AND/OR DOUBTFUL AUTHENTICITY (FINAL DECISION ON AUTHENTICITY TO BE DETERMINED BY HENRY ALDRIDGE), YOU AGREE TO REIMBURSE HENRY ALDRIDGE THE PROCEEDS YOU WERE PREVIOUSLY PAID FOR THE SALE OF THAT ITEM. THIS STIPULATION OF REIMBURSEMENT IS WITHOUT TIME LIMIT. MATERIALS MAY BE DECLINED FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO: AUTHENTICITY, CONDITION, AND DUPLICATION, PAST SALES PERFORMANCE AND/OR INCOMPATIBILITY WITH AUCTION FORMAT. AT THE SOLE DISCRETION OF HENRY ALDRIDGE, CONSIGNMENT ITEMS MAY BE GROUPED AND CATEGORIZED INTO GROUP LOTS AND THEN CATALOGUED AND DESCRIBED AS SUCH ALLOWING HENRY ALDRIDGE TO CONDUCT THE AUCTION AS IT DEEMS APPROPRIATE. THE AUCTIONEERS RESERVE THE RIGHT TO ALTER VENDORS DESCRIPTIONS IF IN THEIR OPINION THEY BELIEVE THEM TO BE INCORRECT. HENRY ALDRIDGE RETAINS THE COPYRIGHT TO ANY PHOTOS AND/OR DESCRIPTIONS OF THE ITEMS IN CATALOGUES OR ADVERTISEMENTS. HENRY ALDRIDGE WILL ALLOW THE USE OF A REASONABLE, CONFIDENTIAL RESERVE FOR CERTAIN LOTS. RESERVES ARE LIMITED IN USE AND ARE CONSIDERED APPROVED ON AN INDIVIDUAL LOT BASIS. THE RESERVE ASSIGNED TO A LOT IS THE LOWEST BID THAT MUST BE ACHIEVED IN ORDER FOR A LOT TO BE SOLD TO A BIDDER. WE RESERVE THE RIGHT TO CHARGE A BUY-BACK FEE OF 10% FOR THE USE OF A RESERVE NOT AGREED BY HENRY ALDRIDGE.

A CHARGE OF £3 PER LOT WILL BE MADE TO INCLUDE A SHARE OF SALE EXPENSES & ADVERTISING. GOODS WILL BE SOLD WITHOUT RESERVE UNLESS OTHERWISE STATED. MINIMUM RESERVE £50. ITEMS WILL BE PHOTOGRAPHED IN COLOUR AT A CHARGE OF £5 PER IMAGE IN OUR SPECIAL SALE CATALOGUES. THE COST OF COVER AND PREMIUM POSITION PHOTOGRAPHY IS DEPENDENT ON THE CATALOGUE AND SALE. ALL COSTS ASSOCIATED WITH CONFIRMING THE AUTHENTICITY OF ANY OF THE LOTS ARE TO BE RECOVERED FROM THE SALE PRICE. ALL GOODS ON HENRY ALDRIDGE & SON'S PREMISES WILL BE COVERED AGAINST THE RISKS OF FIRE, FLOOD AND THEFT, BUT NOT TERRORISM OR ACTS OF WAR UNLESS THE OWNER HAS OPTED OUT OF THE LOSS/DAMAGE WARRANTY ABOVE. HENRY ALDRIDGE & SON SHALL NOT BE RESPONSIBLE FOR ACCIDENTAL BREAKAGE, LOSS OR DAMAGE UNLESS CAUSED DIRECTLY BY THE NEGLIGENCE OF THEIR EMPLOYEES. IN THE CASE OF UNSOLD LOTS, THE BEST BID, OR IN THE CASE OF LOSS PRIOR TO SALE, THE RESERVE PRICE WHEN NO RESERVE HAS BEEN FIXED, HENRY ALDRIDGE & SON SHALL AT THEIR ABSOLUTE DISCRETION ESTIMATE TO BE THE AUCTION VALUE OF THE GOODS. ALL CHARGES ARE PLUS VAT AT CURRENT RATES. HENRY ALDRIDGE AND SON RESERVE THE RIGHT TO CHARGE AN ADMINISTRATION FEE OF 25% OF THE RESERVE FIGURE OR VALUE FOR THE WITHDRAWAL OF AN ITEM PRIOR TO SALE. WE RESERVE THE RIGHT TO CHARGE STORAGE AT A RATE OF £20 PER WEEK PER ITEM FOR FAILURE TO COLLECT UNSOLD RESERVED LOTS, IF THEY ARE NOT COLLECTED 7 DAYS AFTER THE SALE DATE FOR WHICH THEY WERE ENTERED. GOODS NOT COLLECTED AFTER 1 MONTH WILL BE SOLD WITHOUT RESERVE. WE RESERVE THE RIGHT TO COMBINE LOTS AT OUR DISCRETION. UNSOLD UNRESERVED LOTS THAT ARE NOT COLLECTED WITHIN 7 DAYS OF THE SALE DATE FOR WHICH THEY WERE ENTERED, WILL BE DISPOSED OF AT OUR DISCRETION WITH A MINIMUM CHARGE OF £5 PER ITEM PLUS TRANSPORTATION IF APPLICABLE. I/WE HAVE LEFT THE FOLLOWING ITEMS OVERLEAF FOR AUCTION WITH HENRY ALDRIDGE AND SON. HENRY ALDRIDGE AND SON AGREE IN THE EVENT OF DAMAGE OCCURRING THAT IT IS COVERED UNDER HENRY ALDRIDGE AND SON'S XL INSURANCE POLICY UNLESS YOU HAVE OPTED OUT OF THE LOSS/DAMAGE WARRANTY. IN THE EVENT OF LOSS THE VALUE ASSIGNED FOR EACH FOR INSURANCE PURPOSES WILL NOT EXCEED CURRENT MARKET VALUE. EVERY EFFORT WILL BE MADE TO POST CHEQUES OR ELECTRONIC BANK PAYMENT 21 WORKING DAYS FROM THE DATE OF SALE, BUT THE AUCTIONEERS CAN ONLY BE HELD ACCOUNTABLE TO THE VENDOR WHEN PAYMENT HAS BEEN RECEIVED FROM THE PURCHASER. THE AUCTIONEERS ARE NOT RESPONSIBLE TO THE VENDORS FOR ANY DEFAULT BY THE PURCHASER AND ACT THROUGHOUT AS AGENTS. PLEASE NOTE BY SIGNING THIS ENTRY FORM YOU AGREE TO ABIDE BY OUR TERMS OF BUSINESS AND TERMS OF BUSINESS FOR ONLINE AUCTIONS, A COPY OF WHICH IS AVAILABLE TO VIEW AT OUR WEBSITE.

Signed: _____

Print Name: _____

