

Terms and Conditions for Sellers

Chelsea Auction House, Suite 123, 405 King's Road, London SW10 0BB

1. The following Definitions are used in these, our Terms and Conditions for sellers:

“Seller” – The person or other legal entity instructing Chelsea Auction House to sell goods/items on their behalf.

“Buyer” – The purchaser of the Lot.

“Lot” – The goods/item provided by the Seller for sale by Chelsea Auction House on the Seller's behalf.

“Services” – The services provided by Chelsea Auction House to the Seller (subject to these terms and conditions) to procure the sale of the Lot which may include, without limitation, collecting the Lot, offering the Lot for sale at an auction house or online auction site, selling the Lot as agent for the Seller, introducing the buyer to the seller, holding the Lot until it is purchased, delivering the Lot to the Buyer and collecting the proceeds of sale.

2. Upon receipt of an *application to enter goods, for sale form* lots will be entered into the next appropriate/available sale either at an auction house or internet auction site..

3. Chelsea Auction House has sole discretion to photograph and describe Lots as they see fit. Chelsea Auction House reserves the right to select whichever sales medium it considers most advantageous for the seller unless otherwise directed by the seller on the Entry form

4. Chelsea Auction House act as agents only for the seller and do not hold themselves responsible for any default on the part of the Sellers or Buyers. Furthermore, Chelsea Auction House give notice that they are not liable for faults or imperfections found with any Lot or for any errors of description made by the Seller themselves or persons in their employment but draw special attention to the Misrepresentation Act which reduces the protection given by the customary “Caveat Emptor” clause in Conditions of Sale which in some circumstances make a Seller liable to a Buyer in respect of disputed sales descriptions (even when made in good faith and innocently).

5. Compliance with consumer protection legislation.

Low Voltage Electrical Equipment (Safety) Regulations 1989;

All electrical appliances submitted for sale must pass the current safety tests conducted by a qualified electrician at Chelsea Auction House. Any items failing the test will be rendered unsaleable and/or withdrawn from sale and disposed of. Any costs involved in testing and disposal will be deducted from the Seller's account. Chelsea Auction House expressly do not undertake to notify the Vendor of such disposals or to return the goods to the seller.

Furniture and Furnishings (Fire) (Safety) Regulations 1988;

Upholstered, or partly upholstered furniture, beds and soft furnishings submitted for auction must meet the current safety regulations. (Upholstered or partly upholstered furniture manufactured prior to 1950 is exempt). Chelsea Auction House will remove offending parts and withdraw non-conforming items from sale and dispose of such items at the Seller's expense. Chelsea Auction House expressly do not undertake to notify the seller of such alterations or disposals or to return the goods to the Seller.

General Product Safety Directive 1992;

All items offered for sale must be safe for the purposes for which they are designed. (Antiques are exempt). Any item judged by Chelsea Auction House to be unsafe but repairable or suitable for reconditioning will be labelled as such prior to the sale. Other unsafe goods will be withdrawn from sale and disposed of at the Seller's expense. Chelsea Auction House expressly do not undertake to notify the Seller of such disposals or to return the goods to the Seller.

Gun Proofing;

All guns requiring a Licence submitted for sale must pass the current proofing tests conducted by a qualified gunsmith at the saleroom selected to undertake the sale. Any items failing the test will be rendered unsaleable and/ or withdrawn from sale. A cost of £10 per gun for testing will be deducted from the Seller's account. Chelsea Auction House will be pleased to give pre-sale advice on these matters to avoid unnecessary inconvenience and expense to the Seller.

6. The Seller shall indemnify Chelsea Auction House against any claims in connection with the goods sold on the Sellers instructions.

7. Chelsea Auction House disclaim responsibility for all loss or damage to goods or for unauthorised removal of the same unless directly the result of negligence on the part of one of their employees.

8. Unless otherwise instructed, in writing, all goods on Chelsea Auction House' premises and in their custody, will be held insured against the risks of fire, burglary and water damage (but not accidental damage or breakage). The value of goods so covered shall be the gross amount realised or in the case of unsold lots, the best bid made or the reserve price when the latter has been fixed. Unreserved goods withdrawn prior to or awaiting sale shall be valued by Chelsea Auction House at their absolute discretion as their estimate of Auction Value.

9. Chelsea Auction House' commission is charged on the gross sale price achieved at auction at the rate of 33%. Chelsea Auction House will pay, from this commission, all costs of sale and transport/postage, returning 67% of the gross sale price to the Seller.

10. Payment (without interest) to the Seller will usually be made to the seller seven working days after receipt of funds direct from the Buyer, if at an internet auction, or seven days from receipt of funds from the auction house if sold at salesrooms. Different auction houses have differing payment terms and these will be discussed with the seller when the application to enter goods for sale with Chelsea Auction House is made. Chelsea Auction House shall not be liable for payment to the Vendor until they themselves receive full payment from the purchaser.

11. Sellers Money: This is defined as any monies received and held by a firm that does not solely belong to it, such as sale proceeds and deposits, auction sale proceeds, etc. Chelsea Auction House closely follows R.I.C.S. Regulations on protecting clients' monies and operates a designated client bank account specifically for the depositing of client monies. The current client accounts are maintained at MetroBank in Fulham and are not interest bearing.

12. Notwithstanding any other of these Sellers Terms and Conditions, if within 7 days of the sale of any Lot the Buyer gives written notice to the Auctioneers, Internet site or to ourselves, Chelsea Auction House, that in his or her opinion the Lot is a deliberate forgery, as defined below, and within 14 days of such notice, returns the Lot to the Auctioneers or to Chelsea Auction House, in the same condition as it was at the time of sale and by producing evidence (the burden of proof being on the Purchaser) satisfies the Auctioneers and Chelsea Auction House that the Lot is a deliberate forgery; then the Auctioneers will rescind the sale and refund the purchase price received by them (this benefit is not assignable). The Seller will also be bound by this condition

N.B. In the context of this guarantee “a deliberate forgery” means a lot made with the intention to deceive when considered in the light of the catalogue entry/sales description and which at the date of sale had a value substantially less than it would have had, had it been in accordance with the description. However, there will be no right where the catalogue entry/sales description at the time of sale, was in accordance with the general opinion of experts, or fairly indicated there to be a conflict of opinion. Chelsea Auction House reserves the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.

13. Goods withdrawn prior to sale but after cataloguing or valuation, will attract a charge at the rate of 33% either of the mid estimate provided by the Auctioneers when sold at an Auction House, or 33% of the reasonable expected final sale price if entered for sale on an internet site. This condition for its services shall be binding upon the Seller.

14. The Seller may place reserves on any lots when completing the application to enter goods for sale form. Unless instructed to the contrary, all lots will be sold without reserve or at the Chelsea Auction House discretion.