



## THE AUCTION EXPLAINED

We hold online auctions daily across all of our branches. We offer a huge range of assets to suit all buyers and their budgets.

### TERMS & CONDITIONS

- Online Registration ONLY
- Payments MUST be made electronically 48 hours from the auction ends or by calling 02890 969008
- Payments can not be made at Click & Collect
- Payment must be made prior to collection
- Collection of items will only be permitted 24 hours after the sale
- All purchasers are deemed to have satisfied themselves by inspection or otherwise as to the description, size or quantities of any lot
- Each Lot will time out in 1 minute intervals
- All Lots are 'Sold As Seen' unless stated otherwise
- Please note that Electrical items are NOT TESTED and all items are sold as seen.

### COLLECTIONS

Collections to be made between 10am and 4pm only – collections will not be permitted outside of these times. With the current government guidelines in place regarding social distancing, all customers are expected to adhere to the 2 meter social distancing rule while collecting items. There may be a waiting time while our staff prepare your collection in a safe way. Payment must be made prior to collection.

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## Helping you understand the auction process

We want our customers to enjoy their auction experience and to help with your understanding of the process, please see the following terminology and Frequently Asked Questions:



### Unreserved

There are no minimum bids or reserve prices set and the items will be sold to the highest bidder at the fall of the hammer.



### Hammer Price

This is the sale price at the fall of the hammer.



### Guide Price

The guide price is the approximate value placed on a by the auctioneer.



### Reserve Price

This is the price that the seller is willing to accept for an item, if applicable.



### Provisional Bid

Where a winning bid hasn't met or exceeded the reserve price at auction the bid will be held and taken to the vendor for consideration.



### Buyer's Fees

There is an additional charge on the hammer price of each Lot, which must be paid by the winning bidder.



### Viewing

Due to COVID-19 all viewing is online only.



### Registering for Auction

Online bidding is available for all auctions. Simply click the register button available on the auction page and fill in your details on our website. You will need to fill out the registration form (either via the website or in branch) as well as supply a copy of photographic ID and proof of address are required. A deposit may be required for most auctions.



### Sold as Seen

Care has been taken to ensure the accuracy of descriptions but no sale will be void by the inaccuracy of any description. The purchaser must satisfy themselves with the item(s) prior to bidding as all Lots are sold as seen.

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### Authentication

During the remarketing process of items, we take time to ensure items are authenticated and independently valued by various valuers covering everything from watches, jewellery, designer goods and much more.



### Payment & Collection

Full payment is required close of business on the day following auction and all items must be collected within 48 hours. Failure to adhere to these terms mean the Lot will be subject to additional storage and removal fees which must be paid prior to the item being released.

Any goods for which payment is not made on time will be re-sold at the next available auction. The deposit paid will be forfeit and you will also be liable for any shortfall between sale prices.



### Deposit Returns

Deposits will only be refunded in full if you are an unsuccessful bidder or if your provisional bid on a property is not accepted by the vendor.

If you win a bid, the deposit will become part of the payment and will be deducted from the final purchase price.

Deposits will be returned on request at reception. Cash deposits will be returned by cheque while deposits made by credit or debit card will be returned back onto the card.

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# Conditions Of Sale

1. The highest bidder for each lot shall be the purchaser thereof, and in the event of any dispute the Auctioneer shall have absolute discretion either to settle such dispute or to re-offer the lot immediately.
  2. The Auctioneer may, without giving any reason therefore, refuse to accept the bidding of any person or persons.
  3. No person may advance less at a bid than a sum to be named from time to time by the Auctioneers.
  4. The vendors may bid for any lot or lots and may withdraw any lot or lots, either personally or through the Auctioneer or through any other person, as many times as they respectively see fit.
  5. Intending purchasers shall give their name and address to the Auctioneer prior to the auction and shall pay into the hands of the Auctioneer a deposit of £1000 in order to obtain a Buyer's Number. If any purchaser fails to comply with any of the conditions the lot or lots in respect of which such failure is made may, if the Auctioneer thinks fit, be put up again and resold at any time. If upon such re-sale, a lower price is obtained for any such lots than was obtained on the first sale the difference in price shall be a debt due from the purchaser in default upon the first sale, no lot may be transferred.
  6. Care has been taken to ensure the accuracy of the catalogue but no sale shall be invalidated by reason of any defect or faults in any of the lots by reason of any of the lots being incorrectly described in the catalogue and no compensation shall be paid in respect of any such faults or errors in description. The Auctioneers give no warranty as to the genuineness or authenticity of the goods & the purchaser shall accept every lot with all faults & errors of description. Independent Valuations are provided and are classified as the Estimated Replacement Value for the item. The Cost New figure represents the estimated retail of the item, when it was first offered for sale and has been garnished via our own research and is for illustration purposes only.
  7. Each lot shall be at the purchaser's risk from the fall of the hammer and must be paid for in full before delivery and must be taken away by the purchaser at his own expense within 2 working days. If any lot is not so taken away by the purchaser the vendor or the auctioneer shall be entitled at the risk of the purchaser to remove the same to any place of storage and shall not be responsible for any expense of such removal or storage or any damage or destruction or loss thereby occasioned. Furthermore, where goods by agreement are stored after a sale at the purchaser's request on either the vendors or auctioneers premises, the items so stored will be entirely at the risk of the purchaser and no responsibility can be accepted by either the vendor or the auctioneers for loss, damage or destruction thereby arising. Purchasers may be required to pay a 10% part payment following the fall of the hammer. Bidders authorise Wilson's Auction to deduct from their debit or credit card provided, any outstanding balance owed 2 working days after the auction ends.
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8. All damage done to the premises at which the sale takes place or to lots or any part or parts thereof occasioned by such removal by the auctioneer under the last condition and all damage occasioned by a removal by the purchaser, shall be made good by the purchaser and principals shall be responsible for the acts of their servants and agents.
  9. Upon failure to comply with the above conditions, the money deposited in part payment shall be forfeited, he/she paying there-out all just expenses and the lot shall be resold by public or private sale and the deficiency (if any) arising upon the resale together with the expenses thereof shall be made good by the defaulter at this sale.
  10. In as much as Wilsons Auctions act only as agents, they shall not be responsible for any act or default of either the purchaser or the vendor and in particular shall not be liable to pay the vendor until payment is received from the purchaser.
  11. The auctioneers are prepared to accept commissions on behalf of the intending purchaser who are unable to attend a sale provided such commissions are given in writing, in which event they will be carried out free of charge to the intending purchaser. The auctioneers are not responsible for, nor are they in any way connected with, commission to purchase lots given to any member of their staff other than by the auctioneer.
  12. Neither the vendor nor the auctioneer accept responsibility for duties (if any) by the Health & Safety Act 1974 and or Health & Safety at Work (N.I.) Order 1978 or any other statutory provision and the buyer accepts responsibility for ensuring that the requirements of any such statutory provision are complied with.
  13. References to acts of parliament shall be deemed to include all acts, orders and statutory instruments enlarging, reenacting or amending the same as in force from time to time.
  14. The purchaser of each lot shall with his purchase money pay auction commission with value added tax thereon at the appropriate rate.
  15. All purchases must be paid for in cash, bankers draft or electronic funds transfer. We also accept payment by Switch/Delta & Major Credit Cards (credit card charge applies).
  16. Where cheques issued in the Republic of Ireland are drawn for payment in sterling, these must be branded by the purchaser's bank before presenting; otherwise they will not be acceptable.
  17. Since goods have been available for inspection by or on behalf of the purchaser prior to the sale, no warranty, condition, description or representation on the part of the vendor is given or implied; nor is any warranty, condition, description or representation to be taken to have been implied from anything said by or on behalf of the vendor prior the sale. Any statutory or other warranty, condition or description expressed or implied as to the state, quality or fitness of the goods is hereby expressly excluded.
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18. Wilsons Auctions offer no guarantees as to the road-worthiness of any of the vehicles, or sea-worthiness of any of the vessels, made available for sale in this auction.
  19. Potential purchasers are advised to satisfy themselves as to the authenticity of any Lot before bidding. Catalogue descriptions have been passed to Wilsons Auctions by the vendor or garnered from research carried out by Wilsons Auctions and should not be taken as entirely accurate.
  20. Commission will be payable by the vendor to the auctioneer as a result of incorrect description of the Lot details by the vendor. Commission payable will be at the rate pertaining to the relevant auction.
  21. Purchases made on-line, by telephone, written or proxy bid are subject to the same conditions of sale as purchases made in person.
  22. On-line purchasers are required to leave a deposit, at the rate set for that particular auction, prior to the auction to enable bidding and will be required to pay to the auctioneer a part payment of 10% of the purchase price at the fall of the hammer.
  23. Commission is payable on top of the purchase price at a rate of 20% which is subject to VAT. Potential purchasers are advised to confirm the commission rate applicable to the auction in which they wish to participate.
  24. Foreign registered vehicles may incur onward registration fees. Potential purchasers of foreign registered vehicles are advised to ascertain in advance of the auction what paperwork is available with the vehicle in question and satisfy themselves as to any potential future costs to register the vehicle. The auctioneer will not be held liable for any potential future issues involved with the registration of any vehicle.
  25. Wilsons Auctions offer no warranty whatsoever in relation to the health or general wellbeing of livestock offered for auction. Livestock offered for auction has been made available for inspection prior to the auction event and it is the sole responsibility of any intending purchaser to satisfy themselves as to the general health and well-being of the animal prior to bidding. This may include inspection by a veterinarian if required. No warranty is offered or inferred as to the physical condition or performance of any animal offered for auction. Once payment in full has been received for any animal sold at auction the responsibility for the welfare of the animal will pass to the purchaser. Neither the auctioneer or vendor will be liable for the health or wellbeing of the animal once cleared funds have been received; all risk, including disease, accident or otherwise will be the responsibility of the purchaser.
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