

MOORE ALLEN & INNOCENT

PAYMENT, COLLECTION OF GOODS & SECURITY CHECKS FOR BIDDERS

CASH

A single payment cannot be accepted for over £8,000 by one person due to money laundering regulations, unless additional information and paper work is completed by the buyer.

CHEQUES

We can take payment by cheque. However, goods may not be removed from the Saleroom until the cheque has been cleared through our bank account. We may on occasion allow goods to be cleared prior to the cheque clearing if you hold an approved buyer card with us.

PLEASE NOTE

We will review each approved buyer on a case by case basis. Please always check with the office before buying.

BANK TRANSFER

You are welcome to pay by bank transfer and clear the goods once we are able to confirm payment has reached our account. Please quote the following information:

SORT CODE: 30 - 92 - 06

ACCOUNT NUMBER: 00714176

NAME OF ACCOUNT: Moore Allen & Innocent

REFERENCE: Insert your surname & invoice number

DEBIT / CREDIT CARDS - CUSTOMER PRESENT

Buyers using chip & pin cards are welcome to clear goods immediately once the payment has been authorised using their pin number.

DEBIT / CREDIT CARDS - CUSTOMER NOT PRESENT

We do have a floor limit over which we will NOT accept payment by card when the buyer is not present. (Please check with a member of our team, as it is reviewed on a regular basis). As long as the amount of your invoice is below our floor limit we will process the payment. We will only accept full data match payments. We will not release the goods until seven days after the payment has been made. Items can ONLY be posted to the registered card address the invoice was settled with. The only exception to these rules is if you hold an APPROVED buyer card with us. We would then review each approved buyer on a case by case basis. Approved buyers need to discuss this with the office before buying.

OVERSEAS BUYERS

All invoices will need to be settled via bank transfer; once we are able to confirm payment has been received you are welcome to collect your good/s. NB: Overseas buyers are subject to an additional bank transfer charge of £7 when settling their account; this must be accepted by the buyer when setting up the bank transfer or £7 added to the invoice total to cover the costs which will be applied.

LEAVING BIDS

Commission and telephone bids must be submitted on the correct forms in full and received by the Auctioneers by 7.00pm on View Day. The Auctioneers regret that any bids left after this time are not guaranteed to be processed/executed. Please also refer to Condition 20 of the Terms & Conditions of Sale.

Unless you hold an approved buyers card, you will be required, when leaving bids along with your contact details, to supply either debit or credit card details to back your bid. However, this is for security only and the above payment conditions will apply when settling accounts. Any items marked in the catalogue or identified prior to sale with a (+) will require additional information above and beyond our normal security checks before allowing interested buyers to leave bids.

PACKAGING

We can recommend a professional packing firm for any items which you are unable to collect. We do offer a post and packing service but are not professional packers and will require a disclaimer from buyers confirming that they will take responsibility for packaged items once they leave our premises. THERE IS A MINIMUM HANDLING CHARGE OF £30 plus VAT (more for larger consignments), PLUS POSTAGE AND MATERIALS FOR EACH CONSIGNMENT. (We are unable to post items purchased with an individual value of over £500 & there may also be some items which we feel unable to pack). Buyers should also be aware that antiques, collectables, china, glass etc. are not insured by Royal Mail. Please contact us for further information and/or a quotation.

TERMS & CONDITIONS OF SALE

1. Every Sale and these Conditions of Sale shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.
 2. The Company acts as Agents only in respect of goods delivered for the purposes of sale and herein shall be known as the 'Auctioneers'. Persons instructing the Firm to sell goods are herein known as 'Vendors'. Persons who have acquired lots offered for sale by the Auctioneers are herein known as the 'Purchasers'.
 3. All persons attending a Sale under the conduct of the Auctioneers – whether at their Salerooms or elsewhere – shall be deemed to be on the land and premises at their own risk and shall have no claim against the Auctioneers or their principals in respect of the cancellation/ postponement of a Sale or any loss, accident or injury however occasioned, save in so far as the same is proven to be caused by the direct negligence of an employee(s) of the Firm.
 4. The Auctioneers make every reasonable effort to ensure the accuracy of advertisements, catalogue descriptions and other publicity but except where specifically instructed so to certify by a Vendor, declare that all statements, oral or in writing, are those of opinion only, made without responsibility and shall not give rise to any action in law for damages, compensation or rescission of a sale by a Purchaser, against any Vendor, the Auctioneers or their employees.
 5. Many lots are of an age or nature which preclude their being in pristine condition. Some catalogue descriptions may make reference to damage and/or restoration; however, omission of such a reference does not imply a lot is free from defects nor does any reference to a particular defect imply the absence of others.
 6. Purchasers should, therefore, satisfy themselves by physical inspection of lots, before bidding, as to the origin, authenticity, quality, age, weight, size and general description – as lots are sold in their actual state with all faults, imperfections or errors of description. If physical inspection is not possible condition reports must be reviewed by purchasers in full before bids can be accepted.
 7. Electrical/mechanical goods are sold on the strict understanding that these are untested, without warranties or any other guarantees as to serviceability or working order.
 8. Persons handling lots do so at their own risk and shall make good all loss or damage howsoever sustained; each estimate of cost to be assessed by the Auctioneers whose decision shall be final.
 9. In making a bid, Purchasers acknowledge their attention has been drawn to these Conditions of Sale and that they are satisfied as to the description and condition of lots.
 10. Lots are sold subject to any announcement, declaration, alteration of description or other matters, made by the Auctioneers prior to the invitation of bids.
 11. At the fall of the hammer, the highest bidder, acceptable to the Auctioneers, shall be the Purchaser and any dispute shall be settled by the Auctioneers, whose decision shall be absolute and final. No lots shall be transferred.
 12. The Auctioneers may divide, combine, add or withdraw lots and make any catalogue alterations without notice or reason; they shall regulate the advance of bidding, accept or reject (at their absolute discretion and without justification) and bid on behalf of the Vendor, where there is a reserve price or at their authorised discretion.
 13. Prospective purchasers must register their name, full address and credit or debit card details with the Auctioneers before bidding. They will then be issued with a number card which must be shown every time they make a successful bid. Upon failure to do so, the Auctioneers may re-offer the lot at their sole discretion.
 14. As Agents only, the Auctioneers shall not be responsible for default on the part of Vendors or Purchasers. Any resultant deficiency, together with interest, costs and expenses, shall be made good by the defaulter, recoverable as and for liquidated damages. This condition is, however, without prejudice to the right of the Auctioneer, in appropriate circumstances, to enforce the Sale Contract if they see fit.
 15. The Contract of Sale is made with the Auctioneers, as Agents for the Vendors and payment shall be made only to them. Notwithstanding the foregoing, the Auctioneers shall retain a lien on all goods which shall not pass to the Purchaser until full payment has been received.
 16. Unless prior arrangements have been made with the Auctioneers, cheques in excess of recognised limits will not be accepted from the Purchasers unknown to them who have not supplied a Bank or other suitable reference. In all cases, cheques must be supported with the production of a valid Bank card. Non compliance with this condition may delay the release of lots, pending the clearance of cheques.
 17. At the fall of the hammer, all lots shall be and remain, in every respect, at the absolute risk of the Purchaser, including those of fire, burglary, etc, and damage occasioned to lots by the removal of other goods.
 18. Purchasers shall pay for and remove lots at their own risk and expense immediately following the Sale; after 3 days from the sale date uncollected lots shall be subject to charges as follows:
 - Up to 3 working days to collect – free
 - After 3 up to 5 working days - £50 storage charge
 - After 5 working days - £100 storage charge
 - After 7 days - £10 storage charge per day per Lot in addition to the charges outlined above.
- The Auctioneers reserve the right to resell uncollected lots by auction or private treaty or alternatively, warehouse goods at a Purchaser's expense. In all cases, the Auctioneers may act without notice and any incidental expenses incurred will become a liability to the defaulter. Invoices not settled within 14 days of the sale will be subject to interest charged at Lloyds TSB Bank base rate plus 6%.
19. Notwithstanding any other terms in these Conditions of Sale, if within seven days of a Sale, a Purchaser gives notice in writing to the Auctioneers, that in his/her opinion a particular lot (this shall not apply to books or similar printed matter) is a deliberate forgery, as defined below and within fourteen days after such written notice, returns lots to the Auctioneers in the same condition as it was at the time of Sale – and by producing evidence, the burden of proof to be upon the Purchaser- satisfies the Auctioneers that the lot is a deliberate forgery, then the Auctioneers are authorised to do so and will rescind the transaction and refund the purchase price received by them. This benefit is not assignable. In the context of this guarantee, a 'deliberate forgery' means a lot made with an intention to deceive, when considered in the light of the catalogue entry and at the date of the 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 description in the catalogue at the time of the Sale was in accordance with the general opinion of experts or fairly indicated there to be a conflict of opinion. The Auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.
 20. The Auctioneers are prepared to accept commission bids on behalf of intending Purchasers unable to attend at the time of Sale, provided they are completed on the correct bidding form and received by the Auctioneers by 7.00 pm on View Day. The Auctioneers regret that any bids left after this time are not guaranteed to be processed/executed. Telephone bids must be organised by contacting the Auctioneers directly. As a matter of policy all bids must be backed by credit/debit card details, unless the prospective purchaser has received in writing from the Auctioneers "Approved" or "Regular" buyer status, in which case the relevant code will be required. If submitting bids by e-mail please confirm credit/debit cards with the Auctioneers by telephone. The Auctioneers regret that any bids left without the backing of credit/debit card details, or an "Approved" or "Regular" buyer code, will not be processed/executed. The Auctioneers cannot be held responsible for, nor are they connected with, commission bids given to Porters.
 21. A Buyers Premium of 20% is payable by all Purchasers and is subject to VAT at the prevailing rate. NB: Overseas buyers are subject to an additional bank transfer charge of £7 when settling their account; this must be accepted by the buyer when setting up the bank transfer or £7 added to the invoice total to cover the costs which will be applied.
 22. The auctioneers reserve the right to ask for evidence of identity before clients complete transactions.
 23. Client Money : Clients' money 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. The firm closely follows RICS Regulations on protecting clients' monies and operates a number of designated client bank accounts specifically for the depositing of client monies. The current client accounts are maintained at Lloyds TSB in Cirencester and are not interest bearing.
 24. Moore Allen & Innocent is a Limited Liability Partnership registered in England and Wales, No 0C311820. Registered Office 33 Castle Street, Glos. GL7 1QD. A list of members is available at the registered office. You will be contracting directly with Moore Allen & Innocent, Limited Liability Partnership (LLP), and not with any individual Member or employee personally. No Member of the LLP or any fee earner can accept personal liability for your work. The legal liability will be the liability of the LLP. Regulated by R.I.C.S.
 25. **Money Laundering Regulations 2017**
We are legally required to comply with the Money Laundering Regulations 2017 and to confirm your identity and residency address before we can commence with the marketing of any property or goods. We will ask to see HMRC approved documents for us to complete this process and we will take and retain copies in accordance with the legislation. Should you have any concerns or questions over this process then do please contact our Money Laundering Nominated Officer.