

# MOORE ALLEN & INNOCENT

## AUCTION HOUSE ENTRY FORM

OFFICE USE ONLY

Page \_\_\_\_\_ of \_\_\_\_\_

Booked in by: \_\_\_\_\_ Sale Date (or next available sale): \_\_\_\_\_ Vendor No: \_\_\_\_\_

**Application to Enter Goods for Sale with Moore Allen and Innocent,**

**The Cirencester Salerooms, Cirencester, Glos GL7 5RH. T: 01285 646050 · F: 01285 652862 · fineart@mooreallen.co.uk**

Title: \_\_\_\_\_ Initial(s): \_\_\_\_\_ Surname: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email \_\_\_\_\_

**Bank Details for Payment of Proceeds:**

Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_ Sort Code: \_\_\_\_\_

I am registered for VAT and my VAT no is \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

It is important that we comply with the General Data Protection Regulations which requires 'specific and informed' consent to contact you for marketing purposes. We would really like to send you business information from Moore Allen & Innocent, to do so simply tick to indicate your consent in the box. I would like to receive information from Moore Allen & Innocent

I hereby instruct Moore Allen & Innocent to sell goods described in this application by Auction. I do not wish to place reserves upon good except stated here in writing and I declare that I am able to pass a marketable title, free from encumbrance. I further agree to the auction Terms and Conditions of Engagement, and accept these are binding upon me in all respects.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Please indicate if Agent, Trustee, Executor, etc. \_\_\_\_\_

**Commission: 15% up to £5,000, thereafter 10% - per Lot, plus 1.5% Loss/Damage Fee - per Lot**

**Handling Fee £10 per Lot (All charges plus VAT)**

NB: Unless we have contacted you directly any unsold items will automatically be entered into a future sale with a minimum 30% reduced estimate/reserve. If you wish to collect your item you must collect it within 3 days of the sale date; items not collected within the three day period will be subject to storage charges as follows: **Up to 3 working days from date of sale – FREE storage.** After 3 & up to 5 working days - £50 storage charge. After 5 & up to 7 working days - £100 storage charge. After 7 days - £10 storage charge per day per Lot in addition to the charges outlined above.

For Office Use Only (following delivery to The Cirencester Salerooms)		Date Delivered:
No. of Unopened Boxes:	Booked in by:	
No of Checked Boxes:	Checked by:	
Location of Furniture/Large Items:	Location of Smalls:	



# TERMS & CONDITIONS OF ENGAGEMENT

- Definitions for the purpose of these Terms and Conditions of Engagement: Moore Allen and Innocent are the Auctioneers and the Vendor is the person instructing the Auctioneers to sell goods by auction. The Purchaser is the person who has acquired the goods at an auction. The Auctioneers' Conditions of Sale are on display in the Auction rooms and printed in each catalogue. Vendors are considered to have had notice of these and to have agreed acceptance of the same when requesting the entry of goods for sale in this application.
- Upon receipt of a completed Entry Form and delivery of goods to the Norcote Salerooms items will be entered into the next appropriate/available sale, subject to space. Any subsequent change of sale date will be notified to the vendor.
- The Auctioneers reserve the right to catalogue goods as they see fit, determine in which sale these shall be included (i.e General or Specialist) and refuse any lots considered to be unsaleable or of negligible value. They shall not be held responsible for any expenses or loss incurred thereby or for the postponement or cancellation of sales, for whatever cause.
- The Auctioneers act as agents only and do not hold themselves responsible for any default on the part of the Vendors or Purchasers. Furthermore, the Auctioneers give notice that they are not liable for faults or imperfections found with any lot for any errors of description made by the Vendor 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 Vendor liable to a Purchaser in respect of disputed catalogue descriptions (even when made in good faith and innocently).
- 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 the saleroom. 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 Vendor's account. The Auctioneers expressly do not undertake to notify the Vendor of such disposals or to return the goods to the Vendor.  
**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). The Auctioneers will remove offending parts and withdraw non-conforming items from sale and dispose of such items at the Vendor's expense. The Auctioneers expressly do not undertake to notify the Vendor of such alterations or disposals or to return the goods to the Vendor.  
**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 the Auctioneers 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 Vendor's expense. The Auctioneers expressly do not undertake to notify the Vendor of such disposals or to return the goods to the Vendor.  
**Gun Proofing;**  
All guns requiring a Licence submitted for sale must pass the current proofing tests conducted by a qualified gunsmith at the saleroom. 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 Vendor's account.  
The Auctioneers will be pleased to give pre-sale advice on these matters to avoid unnecessary inconvenience and expense to the Vendor.
- The Vendor shall indemnify the Auctioneers against any claims in connection with the goods sold on the Vendors instructions.
- The Auctioneers 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.
- Unless otherwise instructed, in writing, all goods on the Auctioneers' 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 the Auctioneers at their absolute discretion as their estimate of Auction Value.
- Vendor's commission is charged on the hammer price at the rate of 15% up to £5,000 and thereafter 10% - per Lot, plus 1.5% Loss/Damage fee - per Lot. (Loss/ Damage Fee is also charged on any Unsold Lots - based on the lower estimate). A £10 Handling fee per Lot is also charged. (The Lot Fee and Internet Fee will also be charged on any unsold Lots). VAT (as applicable) will be levied on all fees, charges and expenses at the prevailing rate.
- Payment (without interest) will usually be made to the Vendor eighteen working days after the sale date, after the deduction of premium, commission, VAT and expenses (where applicable); but the Auctioneers shall not be liable for payment to the Vendor until they themselves receive full payment from the purchaser. NB: If you request settlement of your account to an overseas bank account the Vendor will be liable to a £10 deduction to cover associated bank charges incurred by Moore Allen & Innocent.
- 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 R.I.C.S. 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.
- Notwithstanding any other of these Terms and Conditions of Engagement, if within 7 days of the sale of any lot the Purchaser gives written notice to the Auctioneers that in his or her opinion it is a deliberate forgery, as defined below, and within 14 days of such notice, returns the lot to the Auctioneers, 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 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 Vendor 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 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 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. The Auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.*
- Goods withdrawn prior to sale but after cataloguing or valuation, will attract a charge at the rate of 15% of the mid estimate provided by the Auctioneers, plus expenses where applicable, which shall be binding upon the Vendor.
- A Vendor may place reserves on any lots by completing the reserve column of the entry form (minimum £50 on table lots & £100 on others). Unless instructed to the contrary, all lots will be sold without reserve or at the Auctioneer's discretion. Lots failing to reach reserve prices may be sold after the sale at or above the reserves.
- The Auctioneers reserve the right to dispose of all unsaleable lots which they consider to be of negligible value (not under reserve) without reference to the Vendor and at the Vendor's full expense.
- Unless we have contacted you directly any unsold items will automatically be entered into a future sale with a minimum 30% reduced estimate/reserve. If you wish to collect your item you must collect it within 3 days of the sale date; items not collected within the three day period will be subject to storage charges as follows: **Up to 3 working days from date of sale – FREE storage.** After 3 & up to 5 working days - £50 storage charge. After 5 & up to 7 working days - £100 storage charge. After 7 days - £10 storage charge per day per Lot in addition to the charges outlined above.
- Moore Allen & Innocent LLP is a Limited Liability Partnership registered in England and Wales, No. JC311820. Registered Office 33 Castle Street, Cirencester, 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.
- 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.
- The Consumer Protection from Unfair Trading Regulations 2008 (CPRS)**  
All information which we provide about your property or goods must be accurate, not misleading and must not omit any fact or information which could impact the transactional decision of an average consumer. We will ask you to complete an entry form and to approve all marketing material. You also agree to inform us at the point of marketing, or at any point during marketing, of any fact or information which may have an impact on a buyer's transactional decision."