

Standard Terms & Conditions

General Conditions on a Sale of Goods at Auction

1. It is the responsibility of those leaving in items to be sold to ensure if such items have been sold at the auction and if not to make arrangements for their collection.
2. All items not sold during the auction must be collected within two weeks of that auction or the period specified. If items are not lifted within the specified period Mid Ulster Auctions (MUA) reserves the right to sell the item(s) at the next auction without reserve and forward all monies to you less fees.
3. 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.
4. The Auctioneer may, without giving any reason therefore, refuse to accept the bidding of any person or persons.
5. No person may advance less at a bid than a sum to be named from time to time by the Auctioneers.
6. The vendors may not bid on for any lot or lots they have entered for auction.
7. The purchaser of each lot shall give in their buyers' number/ name and address, to Auctioneer at the sale and shall (if required) pay into the hands of the auctioneer 25% of the purchase money as earnest and exact payment or a specified deposit holding amount. 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 resale, 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.
8. 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.
9. 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 three 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 purchasers' 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.
10. 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.
11. 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.
12. In as much as the auctioneers 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.
13. 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.
14. 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.
15. References to acts of parliament shall be deemed to include all acts, orders and statutory instruments enlarging, re-enacting or amending the same as in force from time to time.
16. The purchaser of each lot shall with his purchase money pay a commission as stated by the auctioneer and value added tax thereon at the appropriate rate.
17. Purchases to be paid for by cash, bank transfer, credit/debit card or bankers draft. All payments by credit card will incur a surcharge. Title of all purchased goods remains with Mid Ulster Auctions Ltd until payment has been received and cleared through our Bank. If payment has been made by Cheque the purchaser is to make good that payment should payment default.
18. All items entered for auction are at owners own risk.
19. 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; not 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 to 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.