

**IMPORTANT - PLEASE NOTE**

**TOP SHEET OF THIS ENTRY FORM TO BE SUBMITTED PRIOR TO DELIVERY OF GOODS  
IMMEDIATE RETURN OF ENTRY FORM REQUIRED TO ENSURE EARLY SERVICE  
DO NOT DELIVER GOODS UNTIL DELIVERY NOTIFICATION IS RECEIVED FROM THE SALEROOM**

Please sell on my behalf the following items in your next available **Antique & Fine Art Auction** and I understand and fully accept the terms and conditions under which items are accepted for sale (*see yellow Client Copy*)

**NAME & ADDRESS FOR PROCEEDS (OR FULL BANK DETAILS FOR OVERSEAS CLIENTS)**

\_\_\_\_\_

Tel No \_\_\_\_\_ Mobile \_\_\_\_\_

e-mail \_\_\_\_\_

**ALTERNATIVE ADDRESS FOR COLLECTION OF GOODS (if applicable)**

**SIGNED**

\_\_\_\_\_ Moving house? If so estimated completion date \_\_\_\_\_

<b>Name of Account</b>
_____
<b>Sort Code</b>
_____
<b>A/C No.</b>
_____

**RESERVES: 10% DISCRETION ASSUMED - NO RESERVES UNDER £50 AND NO RESERVES FOR PAINTINGS UNDER £100**

	Reserve (optional)		Reserve (optional)

**TRANSPORT:** Do you require transport YES  NO  **TRANSPORT IS CHARGED AT AN HOURLY RATE**

**OFFICE USE ONLY**

Inspection Date	Form received	Vendor Contacted	Delivery Date	Order in File	Sale Date	Vendor's Ref No



The Auction Rooms  
 33 Abergele Road  
 Colwyn Bay  
 North Wales LL29 7RU

Tel 01492 532176  
 Fax 01492 533308  
 www.rogersjones.co.uk

Antique and Fine Art - Last Tuesday monthly • General and Collectables - 1st two Tuesdays monthly • The Welsh Sale - Spring & Autumn

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# CONDITIONS OF ENTRY

**DEFINITIONS.** In these conditions *Rogers Jones & Co.*, hereinafter called “The Company”, act only as Auctioneers, and the representative of The Company conducting the auction is called “the Auctioneer”.

## 1. ENTRY FORMS

All items must be listed in this Entry Form and the form **SIGNED**. The Company accept items for sale at their sole discretion and shall be the judges as to the suitability of any item for sale.

## 2. RESERVES

(a) All goods are put up for sale **WITHOUT RESERVE** unless written reserves are declared on the Entry Form. Oral instructions as to reserve prices cannot be entertained. No reserves are acceptable once catalogues have gone to print.

(b) Any item with a reserve price, if unsold, may be accepted for inclusion in a subsequent sale with a reduced, or deleted, reserve price. (There will be no storage charge incurred for the ‘holdingover’ of such items on The Company’s premises.)

(c) It is a condition of the acceptance of any item for sale that, in the absence of a written reserve price, it will be disposed of at the highest price obtainable.

(d) In the event of any reserve price not being reached at auction, The Company is empowered to sell, after the auction, by private treaty, at not less than the reserve price, as long as the goods remain on The Company’s premises.

(e) Items with Reserve prices will, if necessary, be sold with a 10% discretion.

## 3. COMMISSION RATES

Commission is charged to the vendor at the following rates:

### MODERN/GENERAL/COLLECTABLES AUCTIONS

20% on all lots

There is a minimum commission charge of £2 per Lot sold.

### ANTIQUA AUCTIONS

15% on lots under £1000

10% on lots at £1000 - £3,500

7.5% on lots at over £3,500

There is a minimum commission charge of £8 per Lot sold.

### WELSH FINE ART

17.5% on all lots up to £300

15% on lots at £301 - £600

10% on lots at £601 - £4,000

7.5% on lots at £4,001 - £20,000

5% on lots over £20,000

No reserves under £300 - No ‘Firm’ reserves at £500 or below

VAT at the current rate is charged on commission and **NOT** on the hammer price. Minimum commission £15 per lot.

## 4. INSTRUCTIONS

All goods delivered to The Company’s premises will be deemed to be delivered for sale by auction unless otherwise instructed in writing and will be catalogued and sold at The Company’s discretion and subject to all the Sale Conditions. By delivering the goods to The Company for inclusion in their auction sale each vendor acknowledges that he or she has accepted and agreed to be bound by these conditions.

## 5. COLLECTIONS AND STORAGE

The Company do not themselves undertake the collection of goods but will, if required, instruct a remover on the vendor’s behalf in their capacity as Agents. The Company disclaim all responsibility for loss or damage to goods or to unauthorised removal of goods and for damage to premises caused by the contractor who will be insured for such risks.

Removal charges will be deducted from the sale proceeds by The Company.

## 6. INSURANCE

Whilst all reasonable care will be taken by The Company of items on their premises vendors are advised to instruct their Insurance Company to extend cover on items to be removed to the Auction Rooms even though their items will be insured against Fire and Burglary whilst on The Company’s premises.

## 7. INDEMNITY

The vendor shall duly indemnify The Company against any claims in connection with any goods sold by The Company on the vendor’s behalf erroneously for whatever reason.

## 8. VALUE ADDED TAX

A vendor who sends for sale by auction any chattel(s) which is an asset of his business must disclose to the Auctioneer whether or not he is a registered person for Value Added Tax purposes and, if so, his registered number and whether or not he intends to operate the Special Scheme covering works of Art etc. This information must be supplied to the Auctioneer on, or prior to, delivery of the goods.

## 9. RETRIEVAL OF UNSOLD GOODS

Vendors, or their representatives, must produce, for security reasons, their ‘not sold’ printout, in order to collect unsold items held by The Company. Items to be collected within **ONE MONTH**.

## 10. DISCRETION AS TO CHOICE OF TYPE OF SALE

The Company will include items entered in a particular sale in another sale of its choosing if those items are deemed not suitable or of insufficient quality for inclusion in one type of sale or another. The individual lotting of single items as described on this form cannot be guaranteed. It may be necessary to group items together to form suitable lots. This will be carried out in the best interests of the vendor.

## 11. PAYMENT OF SALE PROCEEDS

The proceeds of all The Company’s auctions should be received by the vendor within fourteen days of the final auction for the consignment (when consignments may be entered into more than one auction with our discretion).

## 12. ELECTRICAL GOODS AND SOFT FURNISHING

### Electricals

The Regulations governing electrical goods and soft furnishings are, by now, well established. All electrical goods accepted for inclusion in an auction will be ‘Electrottested’ by The Company’s contractor, the charges for which will be deducted from the proceeds of sale. Any electrical goods sent in for sale which fail a simple visual test will not be ‘Electrottested’ and may be disposed of by The Company at its discretion. Likewise, any electrical items failing the ‘Electrottest’ will also be disposed of solely at the discretion of The Company without reference to the vendor or representative. Disposal costs will be charged to the vendor.

### Soft Furnishings

The Company reserves the right to dispose of any items of furniture which do not comply with the Soft Furnishings Regulations at The Company’s discretion and without reference to the vendor or representative. Disposal costs will be charged to the vendor. (Pre 1994 soft furnishings made between 1955 and 1994 will usually be illegal)

## 13. UNSALEABLE ITEMS

Potentially unsaleable items with no reserve price which have failed to raise a bid may be disposed of or given to charity by the Auctioneers at their discretion without reference to the vendor.