

MCD Broadcast Auctions

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VENDORS ENTRY FORM AND CONDITIONS OF SALE

PLEASE USE BLOCK CAPITALS THROUGHOUT.

Company Name:	Contact Name:	MCD REF:
Address:		Tel.
		Mobile.
		Fax.
		Email.

NOTE: ANY RESERVE YOU MAY WISH TO ENTER MUST BE AGREED BY MCD.

Item Number	Reserve See above	Full description for catalogue entry	For Office Use Only

I/we have read and acknowledge and agree to clause 4 of the Vendors Standard Terms and Conditions overleaf and will notify my/our Insurers accordingly.

SIGNED ON BEHALF OF VENDOR:

I/we are entering goods for sale by auction, acknowledge and agree to the terms and conditions set out overleaf and confirm that the items entered are my/our unencumbered goods.

I am/am not registered for V.A.T. V.A.T. Registration Number

SIGNED ON BEHALF OF VENDOR: DATE:

SIGNED ON BEHALF OF MCD AUCTIONS: DATE:

PLEASE PHOTOCOPY BOTH SIDES FOR YOUR OWN RECORDS.

SALE BY AUCTION: VENDORS STANDARD TERMS AND CONDITIONS

- 1. INSTRUCTIONS** All goods submitted to MCD for sale will be accepted by MCD subject to their Vendors Standard Terms and Conditions. By entering a list for Auction the Vendors will be deemed to acknowledge and agree to these conditions. MCD reserve the right to enter or reject any entry forms or lists received by the closing date.
 - 2. TERMS AND CONDITIONS** The commission is at the rate of 15% of the Hammer Price for lots sold at £1 - £100, 12.5% for £101 - £250, 10% for £251 and over. There is also an entry fee charge of £2.00 per lot.
MCD reserve the right to charge the full commission rate and buyers commission for any sales at Auction that are subsequently cancelled due to the misdescription of lots. A charge of £12.50 per lot is levied on any amendments to a description in the catalogue once it has been produced. Unless Vendors give other instructions unsold lots will be re-offered at the discretion of MCD. Prior to the production of the catalogue fees for withdrawing lots, whether substituted or not, are 5% of the reserve (or MCD's estimated value) and, if the catalogue has been produced, at the full commission rate, or £25, whichever is the greater, plus the 10% buyers commission.
 - 3. RESERVES** All goods are offered WITHOUT RESERVE unless written instructions are received by MCD prior to the sale. In the event of a lot not being sold at Auction, MCD will, if possible, re-sell by private treaty at a minimum price of the agreed reserve. No reserves of less than £50 are accepted. Instructions given by telephone are at the Vendors risk and should be confirmed in writing. Special instructions from the Vendor should be confirmed in writing. We recommend that Vendors discuss and confirm reserves well in advance of the Sale.
 - 4. INSURANCE** The Vendor must cover under his own policy goods sent for sale, he should also notify his insurers accordingly. MCD shall not be responsible for accidental breakage, loss, theft or damage howsoever caused. After the fall of the hammer the goods are the responsibility of the Buyer or of the Vendor if they remain unsold.
 - 5. TRANSPORT** Goods must be brought to the Auction venue on the set-up day, 2 days prior to the Auction.
 - 6. STORAGE AND UNSOLD LOTS** Storage charges are made on unsold lots if they are not removed by 5pm on the Friday of the Auction week. The storage charge is £5 per lot per day. No liability will be accepted for loss or damage to goods delivered to the Auction premises. In normal circumstances only goods previously approved by MCD may be sent for sale. MCD reserve the right to dispose of any items sent for sale which have not been so approved.
 - 7. VAT** If the Vendor is registered for VAT he shall declare this fact. It is a condition of sale that all items sold by registered persons shall be deemed to be exclusive of VAT and that it will be the sole responsibility of that person to account to the Customs and Excise for VAT. Goods sent for sale by private Vendors are subject to VAT. VAT is payable on our charges.
 - 8. DEFAULT** MCD disclaim responsibility for default by the Purchaser and do not pay out to the Vendor until payment is received from the Purchaser.
- LASTLY** Vendors or their agents are requested to contact MCD if they require further information, bearing in mind that instructions should be given in writing. MCD are always pleased to discuss with clients points that require further clarification.

**TERMS AND CONDITIONS OF SALE ARE INCLUDED IN THE CATALOGUES.
PLEASE PHOTOCOPY BOTH SIDES FOR YOUR OWN RECORDS.**