



Unit 2A Leekbrook Industrial Estate,
Leekbrook, Leek, ST13 7AP
Tel: 01538 388627, Mobile: 07811 258153

**SALE OF
FURNITURE & HOUSEHOLD EFFECTS
Commencing 10am**

SALE DATES 2021

Thursday 14th January
Thursday 28th January
Thursday 11th February
Thursday 25th February
Thursday 11th March
Thursday 25th March
Thursday 8th April
Thursday 22nd April
Thursday 6th May
Thursday 20th May
Thursday 3rd June
Thursday 17th June
Thursday 1st July
Thursday 15th July
Thursday 29th July
Thursday 12th August
Thursday 26th August
Thursday 9th September
Thursday 23rd September
Thursday 7th October
Thursday 21st October
Thursday 4th November
Thursday 18th November
Thursday 2nd December
Thursday 16th December

**SALEROOM OPEN FOR
RECEPTION OF GOODS
(Appointment only)**

Monday 21st December
Monday 18th January
Monday 1st February
Monday 15th February
Monday 1st March
Monday 15th March
Monday 29th March
Monday 12th April
Monday 26th April
Monday 10th May
Monday 24th May
Monday 7th June
Monday 21st June
Monday 5th July
Monday 19th July
Tuesday 3rd August
Monday 16th August
Tuesday 31st August
Monday 13th September
Monday 27th September
Monday 11th October
Monday 25th October
Monday 8th November
Monday 22nd November
Monday 6th December
Monday 20th December

Conditions of Entry and Sale of Goods offered by Auction by Bury & Hilton Auctions Limited

1. Our commission will be 20% INCLUSIVE OF VAT. If the goods are knocked down to you or your agents at or above the reserve price, full commission is payable. There will be an entry charge of £2.00 INCLUSIVE OF VAT per Lot on all items.
2. We may deduct our commission and charges for any sum received by us from a purchaser of the goods.
3. The goods shall be put up for sale without reserve unless we are notified to the contrary by you before the Auction. In the event of a reserve price being placed on an item, the auctioneer has discretion to sell at a price of within 10% of the reserve price.
4. In the event of any dispute as to any bid we are authorised by you to determine the dispute and to put up the goods again at the last undisputed bid or withdraw the lot from the sale.
5. If the successful bidder fails to supply his name and address or that of the person on whose behalf he had bid, we are authorised by you to put up the goods again at any time during the auction.
6. We are authorised by you to bid on your behalf at our discretion up to the amount of the reserve price, to buy in the goods on your behalf as unsold below the reserve price or to withdraw the goods as unsold if the reserve price is not reached.
7. We are authorised by you to bid on behalf of those persons who have left with us before the auction written authority to bid on their behalf.
8. We will account for the proceeds of the sale of all goods sold and paid for 14 days after the date of the sale.
9. We may take reasonable steps to regulate the bidding and to refuse undesirable bids at our discretion.
10. Lots which are subject to a Reserve Price and which are not sold may be entered into the next suitable sale with the reserve price being reduced by 10% unless Bury and Hilton Auctions Limited are informed by you in writing to the contrary. Otherwise, lots not sold must be removed from the saleroom within 7 days. If uncollected a charge of £10 per week or part week will be levied in respect of each uncollected lot. Where any lots have been entered into 3 sales and not sold, they must be removed from the saleroom within 7 days of the last sale, failing which they will be disposed of by us without any obligation or payment to you.
11. We shall not be responsible for any loss of or damage to goods unless caused by our negligence or that of our servants or agents
12. You warrant that you are entitled to have possession of and to sell the goods and are entitled to instruct us to sell them by auction and you further warrant that all the information supplied to us by you or your agents is accurate and you agree to indemnify us against any liability howsoever arising in respect of our receiving the goods or selling the goods at auction or in respect of any inaccuracies in the above information and against all costs and expenses incurred by us or on our behalf in dealing with any claim arising in that respect.
13. Bury and Hilton Auctions Limited make reasonable efforts to correctly catalogue goods but accept no responsibility for incorrectly catalogued items.
14. You agree to be bound by the Bury & Hilton Auctions Limited Standard Conditions of Sale, copies of which are available at our offices and are on display in the Pay Office (but in case of inconsistency the terms hereof shall prevail).
15. By signing this document you acknowledge and accept the attached applicable GDPR Terms.
16. All matters in connection with your entry of the goods shall be governed by and construed in accordance with English Law.

VENDORS PLEASE NOTE

1. **ALL ENTRIES OF SOFT FURNISHINGS** i.e. CUSHIONS, HEADBOARDS, SOFA BEDS, BEDS, MATTRESSES, EASY CHAIRS, THREE PIECE SUITES ETC., MUST COMPLY WITH THE FURNITURE & FURNISHINGS FIRE SAFETY REGULATIONS 1988. (IF NOT MARKED WITH THE APPROPRIATE LABEL THE AUCTIONEERS RESERVE THE RIGHT TO DISPOSE OF THE ITEM AT THEIR ABSOLUTE DISCRETION).
2. **ELECTRICAL APPLIANCES** ALL ELECTRICAL APPLIANCES ARE SOLD AS SCRAP. WE CAN OFFER NO GUARANTEE AS TO THEIR WORKING ORDER OR SAFETY.
3. **LOTS OFFERED FOR SALE FOR WHICH “NO BID” IS RECEIVED** WILL BE DISPOSED OF WITHIN 7 DAYS OF THE SALE AT THE ABSOLUTE DISCRETION OF THE AUCTIONEERS IF THEY ARE NOT COLLECTED WITHIN THIS PERIOD. WE RESERVE THE RIGHT TO PASS ON ANY CHARGES ASSOCIATED WITH THEIR REMOVAL FROM THE SALEROOM.
4. **BURY & HILTON AUCTIONS LIMITED** AT THEIR ABSOLUTE DISCRETION RESERVES THE RIGHT TO WITHHOLD FROM THE SALE ANY ITEM THAT THEY CONSIDER NOT SUITABLE. THEY RESERVE THE RIGHT TO REFUSE ACCEPTANCE OF ANY GOODS WHICH THEY CONSIDER TO BE UNSUITABLE FOR SALE OR UNSALEABLE. UNLESS OTHERWISE INSTRUCTED IF, IN BURY AND HILTON AUCTION LIMITED’S OPINION, ANY GOODS HAVE NO SALEABLE VALUE THEY CAN BE DISPOSED OF AT BURY AND HILTON AUCTIONS LIMITED’S DISCRETION EITHER TO A CHARITY OR FOR DESTRUCTION. A CHARGE WILL BE MADE FOR THIS.
5. **BURY AND HILTON AUCTIONS LIMITED** RESERVE THE RIGHT TO SEPARATE OR COMBINE ITEMS SUBMITTED FOR SALE INTO SUCH LOTS AS DEEMED BY BURY & HILTON AUCTIONS LIMITED TO BE IN THE BEST INTERESTS OF BOTH PARTIES.

COLLECTIONS

The Auctioneers are able to arrange the collection of goods and their removal to our saleroom. Unless otherwise agreed in writing by us, the charge for these services will be deducted from the proceeds of the sale.

**Any further queries please contact The Saleroom Manager on 01538 388627
Or mobile 07811 258153**

GENERAL DATA PROTECTION REGULATION

These are the applicable terms referred to in the attached “Conditions of Entry and Sale of Goods offered by Auction”.

In accordance with the requirements of General Data Protection Regulation, we confirm that Bury & Hilton Auctions Limited (trading as “Bury & Hilton Auctions”) is the Data Controller and the Managing Director is responsible for overseeing Data Protection.

1. You agree that you will provide to us various pieces of personal information which we will need to provide you with the high-quality service you require, to ultimately facilitate the successful marketing and sale of your items by auction (“**property**”).
2. The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information:
 - Name(s) and address(es)
 - Contact telephone number(s)
 - Email address(es)
 - Bank details
 - Information about the property and its whereabouts
3. In all cases we will hold your personal information securely, either in hard copy or digitally within our software.
4. We will provide it to others only where it is required and as outlined below or in accordance with your stipulated wishes.
5. Your information will not be passed to a third party without obtaining your consent.
6. Your details may be added to our mailing list and we may send you information regarding other relevant services we can provide to you. You will be able to unsubscribe to these emails at any time.
7. We will retain the personal information we hold for at least 6 years, because the time limit for any party to initiate civil action against us should they believe they have a claim is 6 years.
8. Should you would wish to contact us regarding any data issue, please email info@buryandhilton.co.uk, marking it for the attention of The Managing Director
9. You have the following rights relating to the information we hold on you:
 - a The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
 - b The right to be informed;
 - c The right of access;
 - d The right to rectification;
 - e The right to erasure (also known as the ‘right to be forgotten’);
 - f The right to restrict processing;
 - g The right to data portability;
 - h The right to object.

More information on how we hold and process your data is available on our website
<https://www.buryandhilton.co.uk/auctions>

More information on your rights is available at www.ico.org.uk