

## **Bid4sport Auction Consignment Agreement**

Bid4sport.com Limited (Referred to as "B4S" in this agreement).

- 1) B4S agrees to act as your agent in the sale of the property listed in the Auction Consignment Listing. You commission us to sell your items to the highest bidder in our internet auction.
- 2) You certify that you are the owner, have good title to, or have been given the right to sell these items, and that they are authentic to the best of your knowledge. If, in the sole opinion of, authenticity of the consigned material and/or its ownership is unclear or in dispute, you will indemnify both B4S and the buyer of said material and hold them harmless. You shall also reimburse B4S for any and all legal fees and costs associated with defending any claim or action pertaining to ownership or authenticity. B4S reserves the right to disclose the identity of the consignor in the event of a question of ownership.
- 3) You guarantee the authenticity of your material unconditionally and without time limit.
- 4) B4S may, at their sole discretion return to you at your expense any item that they deem not auction able, for any reason, including, but not limited to: condition, authenticity, inventory duplication, past sales performance, and/or incompatibility with auction format. At the sole discretion of B4S, consignment items may be grouped and categorised into group lots and then catalogued and described as such allowing B4S to conduct the auction as it deems appropriate. B4S retains the copyright to any photos and /or descriptions of the items in catalogs or advertisements. Material received prior to each deadline is subject to space limitations.
- 5) Each item must have an acceptable minimum selling price (or minimum bid) to be either determined, or approved, by B4S. The minimum bid is the lowest possible selling price for the lot.
- 6) B4S is not responsible for items until they are in our possession. You are responsible for insurance of items during shipping to B4S. B4S maintains insurance for items, once in our possession, to the amount of the minimum bid per item. B4S also insures all items during shipping to winning bidders. In the event of theft, damage, or total destruction to any consigned items in our possession, B4S will pay you the proceeds of the insurance coverage for that item.
- 7) B4S charges a seller's commission of 15% on lots selling for £200.00 or more, and 20% on lots selling under £200.00. Processing charges are £15.00 per lot.
- 8) B4S reserves the right to defer placement of auction items into future auctions and/or to run an item without illustration in our internet auction. All lots are subject to the lot processing fee of £15.00 whether or not the item is illustrated on the auction web site.
- 9) It is the absolute right of B4S to withdraw any or all of the consigned items at any time, and for any reason, prior to the auction's completion. If you withdraw any item subsequent to the signing of this Agreement, then B4S shall be entitled to collect a fee from you in the amount of 30% of the minimum bid amount as reflected on the Auction Consignment Listing. Said payment shall be made within thirty (30) days or else B4S has the right to sell or auction said consigned item in order to pay the outstanding fee, and shall remit the remaining proceeds to you utilizing the standard payment time frame outlined within this Consignment Agreement.
- 10) Neither you, nor anyone acting as your agent, may bid on the items you have tendered to B4S. If you violate this provision of the Agreement, and have the highest bid on an item or lot, you will pay B4S the bid, commission, and Buyer's Premium on the item or lot upon which you are the highest bidder. There are no exceptions to this provision.
- 11) B4S reserves the right to sell any item, not paid for by the winning bidder, to any under-bidder for a price, at or above the minimum bid, for a period of forty-five (45) days following the close of the auction.

12) B4S reserves the right to sell, at or above the minimum bid, any item which was not bought during the auction, within the confines of B4S's After Auction Sale.

13) Providing B4S has received payment from the Buyer, you will be paid thirty (30) days after the closing date of the auction. You may not use money owed to you as payment toward any item(s) won in the B4S auction. B4S reserves the right to apply any funds due to you to any current or past overdue invoice which you owe.

14) You agree to have material returned to you at your expense. This might include, but is not limited to, items declined for auction and items that did not sell in an auction. (All lots, sold or unsold, are charged the £15.00 processing fee discussed in section 8 above.) Items declined for auction inclusion are returned as soon as that determination is made. Items unsold in an auction are returned within 30 days of the auction's close.

15) "Storage Charges" means B4S storage charges from time to time at £10.00 per week should the item or items not be collected within four (4) weeks after the auction date has passed.

16) These Conditions and any sale organised by B4S shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.

**IMPORTANT: By signing this agreement you are agreeing to all terms contained herein. Your items will not be insured if you fail to sign a copy of this agreement.**

Received and accepted by:

Agreed to by:

Bid4sport.com Ltd

Consignor

<u>Consignors Name &amp; Address</u>	Date.....
Name.....	
Address.....	
.....	
.....	
Postcode/Zip.....	Country.....
TEL. Evening.....	Daytime.....
Mobile.....	
Email.....	