

# House of Huia — Vendor Terms and Conditions

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## Introduction

In these terms, "House of Huia", "we" and "us" mean House of Huia, auctioneers of 27 Lunns Road, Christchurch. "You" and "the vendor" mean the person consigning goods to us for sale.

When we accept goods listed on your consignment form for sale by auction, we do so on the following terms.

## Terms and conditions

1. **Ownership.** You confirm that you own the goods outright, or have the true owner's authority to sell them, and that the buyer will receive clear title free of any third-party claim, loan or security interest. You agree to compensate House of Huia, our staff and agents, and the buyer for any loss caused if this is not the case.
2. **Insurance.** Unless you provide us with written confirmation from your own insurer that your goods are covered, we will insure them under our policy while they are on our premises, at a charge of 1% + GST of the hammer price. This insurance charge applies unless we have agreed to cover the cost of insurance. We reserve the right to change the insurance charge at any time.
3. **Insurance claims.** If a claim is made, the insured value will be the agreed reserve, or if there is none, the midpoint of our pre-sale estimate, less our selling costs. Where an item has neither a reserve nor an estimate, the insured value will be its fair market value as determined by House of Huia based on recent comparable sales, less our selling costs. In the event of a dispute, House of Huia reserves the right to obtain a valuation from an independent third-party valuer, which will be binding.
4. **Limit of liability.** House of Huia, our staff and agents are not liable for any loss or damage to your goods unless that loss or damage is covered by our insurance policy.
5. **Goods we decline.** If we decide not to offer an item, we will let you know. You must then collect it within 28 days. Items not collected within that time may be sold by us in whatever manner and at whatever price we see fit, without regard to any reserve or estimate you have suggested.
6. **Reserves.** The only reserves that apply are those recorded on your consignment form, either in writing or as sent to you online, and they must be agreed with us. Where no reserve is recorded, we will sell the item to its best advantage or, at our discretion, hold it over for a later auction. If you wish to add a reserve that we do not agree to after the item has been entered into a sale, we reserve the right to charge a fee equal to the commission we would receive at the low estimate, with a minimum of \$20 per item.
7. **Commission and charges.** Our commission on each item is: 15% + GST of the hammer price where it sells for \$100 or more; 20% + GST where it sells for \$50 to \$99; and 40% + GST where it sells for \$1 to \$49. Cartage and any other costs incurred on your behalf are charged in addition, plus GST. Where the Resale Right for Visual Artists Act applies, the resale royalty will be deducted from your proceeds.

8. **Recovering charges.** We may deduct from your sale proceeds any charges on your goods and any other amount you owe us. For goods that do not sell, these charges must be paid before the goods are released to you.
9. **Re-offering unsold goods.** If bidding on an item does not reach its reserve, the reserve will automatically reduce by 20% each time the item is re-offered, without further notice to you.
10. **Withdrawals and changes.** Once we have accepted an item for auction, it may not be withdrawn and its reserve may not be changed unless we agree, or until it has been offered at its reserve and passed in. If you choose to withdraw an item consigned for sale, whether or not it has been sold, we reserve the right, at our discretion, to charge a fee equal to the commission we would receive at the low estimate, with a minimum of \$20 per item. A fee may also apply if you request an increase in reserve that we do not agree to and the item does not sell.
11. **Conditional offers.** If an item sells subject to your approval, we will contact you with the offer. Any bidder may still buy a passed-in item at its reserve within 24 hours of the auction closing. Unless we receive written instruction from you that an item is not to be sold, any offer we receive will be accepted and the item sold.
12. **Uncollected and long-held goods.** Unless we have agreed otherwise, any item still unsold 1 month after the auction date may be sold at our discretion, by any method and at any price, regardless of reserve.
13. **Insurance period and returns.** Goods insured by us remain covered until ownership passes to the buyer or the goods are collected. Goods returned to you at your request travel at your risk and cost and are not insured in transit. Please give us at least one week's notice when requesting the return of goods, so we can locate and prepare them.
14. **Settlement.** We will pay your sale proceeds 14 days after the auction, provided the buyer has paid us in full. We sell as your agent and are not responsible if a buyer fails to pay.
15. **Conditions of Sale.** You authorise us to sell your goods under House of Huia's current Conditions of Sale for buyers. A copy is available at our premises and on our website, and you are taken to have read and understood it. If those conditions and these terms conflict, these terms apply.
16. **Photography and images.** You give us the right to photograph and describe any item you consign, and to use those images and descriptions at any time and for any purpose, whether or not connected with the auction. A fee applies for items featured in a printed catalogue.
17. **Acceptance.** You are taken to have accepted these terms unless we receive written notice to the contrary within 2 days of receiving your goods.