



# CONDITIONS OF SALE

- 1) a) All Reserve prices on goods to be agreed, in writing, with the Auctioneers prior to Sale.  
b) All goods whether sold or unsold must be cleared from the Saleroom at the close of Sale. Any remaining uncleared will be disposed of and the cost of disposal charged to the owner of such goods.
- 2) Whilst every care is taken to ensure the security of goods, the Auctioneers will not be responsible for any loss or damage howsoever caused.
- 3) The highest bidder, if in due time, to be the purchaser; subject to the Auctioneers having the right to refuse the bidding of any person. Should any dispute arise between two or more approved bidders, or between the Auctioneers and any approved bidder, the lot in dispute to be put up again, or not, at the discretion of the Auctioneers.
- 4) The advance in bidding shall be regulated by the Auctioneers and no person shall retract a bid.
- 5) The lots to be at the risk of the purchaser from the fall of the hammer, and to be taken away with all faults, imperfections and errors of description, at the purchasers expense and risk before the time named by the Auctioneers at the time of Sale. No allowance whatsoever will be made for errors in description, quality, weight or measurement; and no lots will be transferred from one buyer to another.
- 6) The Auctioneers to act as Agents only and not to be responsible for any default on the part of either the Purchaser or the Seller, and in particular not to be liable for payment to the Seller for any Lot or Lots until they themselves have received payment from the Purchaser.
- 7) All Lots are sold and dealt with by the Auctioneers on the instruction of their Client or Clients, and in the event of any dispute or adverse claim to any of the goods or things auctioned the Purchaser or Purchasers of such goods must look solely to such person or persons so instructing the Auctioneers for any compensation or redress.
- 8) The Auctioneers give no warranty, either expressed or implied, as to the said Client or Clients' right to sell or otherwise dispose of or deal with any of the goods comprised in any of the Lots auctioned.
- 9) The Auctioneers act as Agents only. Each lot is sold with all faults, imperfections and errors of description, and neither the Vendor nor the Auctioneers are responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot. Purchasers are deemed to have satisfied themselves by inspection or otherwise as to any of such matters.
- 10) In each instance the Auctioneers have the express instructions of their client or clients to sell and/or dispose of the respective lots auctioned; but the Auctioneers will not be responsible for any of the consequences or results arising through the revocation of such instructions by operation of law unless such revocation be duly and properly brought to their notice expressly before such goods are sold by them; and all rights and/or remedies on the part of the purchaser or purchasers in respect of such revocation must be sought against the said client or clients and/or his or their representatives and not against the Auctioneers.
- 11) The acceptance of all the above conditions as terms of contract of sale is and is to be a term of and/or condition precedent to bidding for any of the lots and receiving delivery of the said goods so auctioned and/or sold.
- 12) The Auctioneers shall be the sole arbitrators in all matters of dispute and the right is reserved of bidding for, withdrawing or altering the order of selling of any lot or lots and of refusing the bidding of any person.
- 13) The Auctioneers reserve the right to cancel the sale should the purchaser default.
- 14) There is no entry fee to enter lots to the auction.
- 15) For sold lots, we will make payment at the end of the auction, provided we are in receipt of the buyer's payment. Your payment will be based on the hammer price less a commission of 10% (5% over £100).
- 16) All sales cash only.