

TERMS & CONDITIONS

1. Every Sale and these conditions of sale shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.
2. The Company acts as Principals in respect of goods offered for sale and herein shall be known as the 'Auctioneers'. Persons instructing the Company to sell goods are herein known as the 'Clients'. Persons who have acquired lots offered for sale by the Auctioneers are herein known as the 'Purchasers'.
3. All persons attending a Sale under the conduct of the Auctioneers - whether on viewing day, sale day, or to remove equipment at the sale rooms or any other site - shall be deemed to be on the land and premises at their own risk and shall have no claim against the Auctioneers or their principals in respect of the cancellation / postponement of a Sale or any loss, accident or injury, however occasioned, save in so far as the same is proven to be caused by the direct negligence of an employee(s) of the Company.
4. The Auctioneers make every reasonable effort to ensure the accuracy of the Advertisements, catalogue / on-line descriptions, photographs and other publicity but except where specifically instructed so to certify by a Client, declare that all statements, oral or in writing, are those of opinion only, made without responsibility and shall not give rise to any action in law for damages, compensation or rescission of sale by a Purchaser, against any Client, the Auctioneers or their employees.
5. Many lots are of an age or nature, which preclude their being in pristine condition. Some catalogue / on-line descriptions may make reference to damage and / or restoration; however, omission of such a reference does not imply a lot is free from defects nor does any reference to a particular defect imply the absence of others.
6. Purchasers should therefore satisfy themselves by physical inspection of lots, before bidding, as to the origin, authenticity, quality, quantity, age, weight, size and general description - as lots are sold in their actual state with all faults, imperfections or errors of description & photographs.
7. Electrical / Mechanical goods are sold on the strict understanding that these are untested, without warranties or any guarantees as to serviceability or working order.
8. Persons handling lots do so at their own risk and shall make good all loss and damage howsoever sustained; such estimate of cost to be assessed by the Auctioneers whose decision shall be final.
9. In making a bid, Purchasers acknowledge their attention has been drawn to these Conditions of Sale and that they are satisfied as to the description, photographs and condition of lots.
10. Lots are sold subject to any announcement, declaration, alternation of description or other matters, made by the Auctioneers prior to the invitation of bids.
11. At the fall of the hammer, due Tender Date or on-line lot closing, the highest bidder, acceptable to the Auctioneers, shall be deemed to be the Purchaser. In all cases including on-line technical problems, any dispute shall be settled by the Auctioneers, whose decision shall be absolute and final. No lots shall be transferred.
12. The Auctioneers may divide, combine, add to or withdraw lots and make any catalogue alterations without notice or reason; they shall regulate bidding, accept or reject any bid (at their absolute discretion and without justification) and bid on behalf of the Client, where there is a reserve price or at their authorised discretion.
13. The Auctioneers shall not be responsible for default on the part of Clients or Purchasers. Any resultant deficiency, together with interest, costs and expenses, shall be made good by the defaulter, recoverable as and for liquidation damages. This condition is, however without prejudice to the right of the Auctioneers, in appropriate circumstances to enforce the Sale Contract if they think fit.
14. The Contract of Sale is made with the Auctioneers as Principal Agents for the Client and payment shall only be made to them. Notwithstanding the foregoing, the Auctioneers shall retain a lien on all goods, which shall not pass to the Purchaser until full payment has been received.
15. Unless prior arrangements have been made with the Auctioneers, cheques in excess of recognised limits will not be accepted from the purchasers unknown to them who have not previously supplied a Bank or other suitable reference. In all cases, cheques must be supported with the production of a valid Bank Card, or the standard 5 working days will be taken to clear the cheque before release of the items purchased.
16. At the fall of the hammer or on acceptance of the Tender, Private Treaty or on-line auction, all lots shall be and remain, in every respect, at the absolute risk of the Purchaser, **including those of fire, burglary, etc. and damage occasioned to lots by the removal of other goods.**
17. Lots marked '(Delayed Collection)' may be used by the Client until the agreed release date. No responsibility will be taken for 'wear & tear' however breakages will be made good by the Client.
18. Purchasers shall pay for and remove lots at their own risk and expense **within the specified period** following the sale; after such time they shall be subject to a daily charge per lot to cover storage, loading, transport, etc. and where applicable, interest on outstanding accounts will be levied at 4% above Barclays Bank Minimum Lending Rate. Such additional charges being subject to the foregoing conditions regulating payment and no lots shall be released to a Purchaser until any excess charges have been paid. In the event, **the Auctioneers reserve the right to scrap, or to resell uncollected lots by auction or private treaty, or alternatively, warehouse goods at a Purchaser's expense.** In all cases, the Auctioneers may act without notice and any incidental expenses incurred will become a liability to the defaulter.
19. The Auctioneers reserve the right to refuse the highest bidder confirmation of purchase of the lot without reason or justification.
20. The Auctioneers reserve the right to cancel, postpone or re-run an on-line auction / tender in whole or part without reason or justification.