

# Conditions of Sale

1. The Auctioneers act as Agents only.

2. Each lot as set out in the Catalogue is sold and to be taken with all faults and defects and the Purchaser shall be deemed to have examined and take each lot in the condition in which it is sold. The Purchaser shall have no right of action against the Auctioneers or the Vendor in respect of the condition, quality and fitness for any particular purpose of any lot sold. The highest bidder who shall give his name and address to the Sale Clerk shall, if approved by the Auctioneer, be the purchaser and if required so to do shall immediately pay a deposit of 25% or more of the purchase money and the balance thereof shall be paid within one day from the day of sale at the place of sale or at the offices of the Auctioneers. In default of payment of deposit the Auctioneer reserves the right to re-offer such lot and to reject the bids of such defaulter on this and any other lot in the sale or in any future sale.

Deposits paid shall be held as a general deposit on the whole amount due in respect of the purchases of the Purchaser by whom such deposit shall have been made.

3. The Auctioneers reserve to themselves the right to bid on behalf of the Vendors and to reject or refuse to accept any bid and to withdraw, consolidate or divide any lot or lots.

4. Neither the Vendor of any lot nor the Auctioneers make or give, nor has any person in the employment of the Auctioneers any authority to make or give, any representations or warranty in relation to any lot.

5. The quantities, descriptions and measurements stated in this catalogue are believed to be correct but the Vendors shall not be responsible for any error or mistake therein and no purchaser shall be entitled to any compensation by reason of any such error or mistake.

6. Where any lot or lots have been sold by count, weight or measurement no allowance can in any case be made nor shall the Vendors or Auctioneers be answerable for any deficiency in quantities, weights or measures unless claimed for before the lot or lots have been moved from their premises.

7. Anything which may be found in, under or near any lot which is not mentioned in this catalogue is excluded and in case of doubt the Auctioneer's decision shall be final and binding on the purchase.

8. The Vendors or their Agents reserve to themselves the right of re-purchasing any lot, or part lot at the knocked down price or proportion of such price where it is found necessary to let that or part lot remain and the decision of the Auctioneers respecting same shall be final and binding on all parties.

9. The whole of the lots are to be at the Purchaser's risk from the fall of the hammer and must be cleared and taken away without fail, at the Purchaser's expense. In such order as the Auctioneers or their representatives shall direct, WITHIN 3 days of sale, or such earlier time as required by the Auctioneers at which time any lot or lots remaining on the premises will be liable for a storage charge and will also be liable to be removed from the premises and left outside at the Purchaser's risk in all respects.

10. If any damage be done to the building, or any other lot by taking down or removal of any lot, such damage shall be made good by or at the expense of the person or persons committing such damage or his or their employer. Flame cutting and the use of explosives are prohibited except by permission of the Auctioneers in writing.

11. Neither the Auctioneers nor the Vendors will be responsible or accept any liability for any accident to life, limb or property which may occur prior to or during the progress of the sale, or at any time during the removal of the lots which are at all times entirely at the Purchaser's risk.

12. If any Purchaser shall make default in payment of his purchase money or neglect to comply with these conditions or any of them all money paid by him or his agent at the time of sale shall be forfeited as liquidated damages to the Vendor who shall be at liberty to re-sell the lot or lots at such time or times as they may think proper and without notice to the party or parties making default either by public sale or private contract, and the deficiency (if any) occasioned by such re-sale together with all expenses attending the same shall immediately be paid by the Purchaser or Purchasers making default or neglecting to comply with these conditions and in the case of non-payment thereof the same shall be recoverable as and for liquidated damages.

13. Neither the Vendors nor the Auctioneers will hold themselves responsible for any lots while on the premises or any losses or deficiencies that may arise on re-sale. Any disputes whatsoever relative to this sale shall be settled by the Auctioneers or their representatives either by re-offering the property by auction or otherwise or as they may decide. No lots will be delivered during the hours of sale, nor will any lot be transferred from the original Purchaser.

14. Cheques made payable to Butters John Bee, will be accepted in payment of the Purchaser's Sale Accounts but Purchaser's Lots must not be removed until the cheques have been cleared.

15. Any lots which are sold subject to the addition of VAT will either be identified in the catalogue or declared at the time of offering.

16. "Option on the next lot(s)" when used in this Catalogue shall mean the Purchaser of that lot shall be at liberty to purchase in addition to that lot the subsequent lot or lots consecutively to which the option relates at the same knocked down price for that lot.

17. In the absence of specific notice in this Catalogue immediately prior to the commencement of the sale, the Auctioneer will announce whether lots are to be sold subject to the addition of VAT/VAT inclusive/not subject to VAT. Purchasers are invited to enquire from the Auctioneers at any time during the sale as to the application of VAT to the lots.

18. The Auctioneers do not offer any items as "new" even though they appear unused. All goods included in any sale are not supplied as new.

19. Purchasers must satisfy themselves that any item complies with the "General Safety Requirements" of the Consumer Protection Act 1987.

20. FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988.

The goods sold are not sold as articles for domestic use. They are sold on the understanding that the Vendor does not represent them as being in a condition which makes them suitable for domestic use. The Purchaser is reminded that if nevertheless any of the goods or articles are intended by him to be supplied in due course for domestic use the Purchaser shall before supplying them for such use ensure that they comply with the obligations required under the Furniture & Furniture (Fire) (Safety) Regulations 1988.

21. HEALTH & SAFETY ACT 1974.

The goods are not sold as articles for use at work; they are sold on the understanding that the Vendor does not represent them as being in a condition which makes them suitable for use at work. The Purchaser is reminded that if, nevertheless, any of the Goods or Articles purchased are intended by him to be supplied in due course for use at work, the Purchaser shall, before so supplying them for such use, take such steps as are necessary to ensure, so far as is reasonably practicable, that such goods or articles will be safe and without risks to health when properly used and should carry out or arrange the carrying out of such testing and examination as may be necessary to enable him to carry out the obligations required by the Health and Safety at Work Act 1974.

(N.B. In these conditions where the context so admits or requires, the singular shall include the plural.)