

EXCALIBUR AUCTIONS Ltd hereinafter referred to as The Auctioneer and to include any person acting upon his authority.

1. General Conditions of Sale

- a. Third Party Liability: All persons on the premises of, or at a venue hired or borrowed by The Auctioneer are there upon their own risk.
- b. They shall have no claim against the Auctioneer in respect of any accident, injury or damage howsoever caused.
- c. Admission: The Auctioneer reserves the right of admission, which in the case of a view auction will be by catalogue and registration.

2. Catalogue:

- a. Auction: All descriptions, whether printed or oral, are statements of opinion not fact.
- b. Intending purchasers should satisfy themselves as to the condition, age etc. of all pieces and lots.
- c. All goods are second hand and SOLD AS SEEN, and are exempt from the provisions of the Sale of Goods Act 1979 and subsequent amendments.
- d. All statements as to the authenticity of lots shall be statements of opinion.

Notwithstanding any other of these Terms and Conditions of Engagement, if within 7 days of the sales of any lot the purchaser gives written notice to the Auctioneer that in his or her opinion it is a deliberate forgery, as defines below, and within 14 days of such notice, returns the lot to the Auctioneer, in the same condition as it was at the time of sale and by producing evidence (the burden of proof being on the purchaser) satisfies the Auctioneer that the lot is a deliberate forgery, then the Auctioneer will be entitled to rescind the sale and will refund the purchase price to the purchaser. In the context of this guarantee 'a deliberate forgery' means a lot made with the intention to deceive when considered in the light of the catalogue entry and which at the date of sale had a value substantially less than it would have had, had it been in accordance with the description. However, there will be no right where the catalogue description, at the time of sale, was in accordance with the general opinion of experts, or fairly indicated there to be a conflict of opinion. The Auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.

3. The Auction Process.

The Auctioneer reserves the right:

- i. To accept or refuse any bid(s),
- ii. Regulate the bidding and amounts of any bid(s),
- iii. Rearrange, consolidate or withdraw any lot(s) or part of any lot without reason or notice.
- iv. In the event of a dispute, the Auctioneer has absolute discretion to settle such dispute.
- v. All transactions associated with this auction sale shall be governed by English law.

4. Conditions of Sale - Vendors

- a. Indemnity: The Vendor indemnifies the Auctioneer together with his servants and agents who act solely as agent for the Vendor.
- b. Title: The Vendor warrants to the Auctioneer and the Purchaser that he is the absolute owner of any lot and is authorised to sell the same and pass marketable title free of any encumbrance or claim.
- c. Instructions: All lots are sold at the Auctioneer's discretion unless written instructions to the contrary are received by the Auctioneer more than 24 hours prior to the auction. (Responsibility for receipt of such instructions rests with the Vendor)
- d. Proceeds: The Vendor authorises the Auctioneer to deduct all monies due to him from the auction proceeds.
- e. The Auctioneer shall not be liable for settlement of any lot(s) for which he is not in possession of cleared funds.

5. Conditions of Sale - Purchasers

- a. Acknowledgment: In making a bid, for any lot whether in person or otherwise all persons acknowledge they have read, understand and abide by all these Conditions of Sale.
- b. Title: Responsibility for a purchased lot shall pass at the fall of the hammer; however, legal title shall not pass until the Auctioneer is in possession of cleared funds in payment for that lot.
- c. Payment and Clearance: All lots must be paid for in full within 7 days following the conclusion of the auction except where agreed by the Auctioneer in writing.
- d. No lot(s) may be removed until cleared funds are to hand except where agreed by the Auctioneer.
- e. Any lot(s) not paid for will incur storage charges calculated at the sole discretion of the Auctioneer and interest at 3% over Barclays Bank Base Rate. Any lots which have not been paid for will be made unsold and the bidder will be banned from buying in future sales. We reserve the right to share non-paying bidder information with other auction houses and the operators of live bidding services.
- f. The Buyer will pay to the Auctioneer the hammer price together with a Buyer's Premium calculated at a rate of 18.00%, plus VAT at the prevailing rate.
- g. Any lots which have been paid for but have not been collected, or shipment arranged, within two weeks of date of invoice will be subject to a £10 charge per lot per day until collection is made. If collection/or shipping is not made within 45 days of invoice the items will be forfeited, and resold to defray the auction house's costs.

## 6. Important Information

- a. Auction Location: XXX
- b. Online Bidding
  - i. Excalibur Auctions offer an online bidding service via the-saleroom.com for bidders who cannot attend the sale.
  - ii. In completing the bidder registration on [www.the-saleroom.com](http://www.the-saleroom.com) and providing your credit card details and unless alternative arrangements are agreed with Excalibur Auctions you:
    - 1. authorise Excalibur Auctions, if they so wish, to charge the credit card given in part or full payment, including all fees, for items successfully purchased in the auction, and
    - 2. Confirm that you are authorised to provide these credit card details to Excalibur Auctions and agree that Excalibur Auctions are entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale.
- c. Please note that any lots purchased via the live auction service will be subject to an additional 3.6% commission charge inclusive at the rate imposed on the hammer price.
- d. Value Added Tax (VAT): If VAT is applicable to any lots this will be indicated in the catalogue listings
- e. Registration: Obtain a bidding number prior to viewing from the Registration Clerks. Clients not known to the auctioneers must produce acceptable identification.
- f. Absentee Bids: Complete the Commission Bid form and return it to the Auctioneer who will execute such bids without obligation.
- g. Imperfections: The condition of pieces, (other than where a number are included in the same lot) is mentioned in this catalogue. This is intended as a guide to assist potential purchasers.
- h. It remains the responsibility of the Purchaser to satisfy himself/herself as to the condition of each piece and lot. See General Conditions of Sale
- i. Estimates: This is a guide as to what price the lot may attain based on previous results and Excalibur Auctions' knowledge of the prevailing market

j. Auction Duration: Lots will be sold in numerical order (unless otherwise stated) at a likely rate of between 100 and 120 lots per hour.

k. Payment and Clearance: Accounts may be settled by cash, bank transfer, debit and credit cards (credit cards and non-UK issued cards will incur an additional charge of 3% on the total sum payable, debit cards attract a charge of 1.5% on the total sum payable. Lots may be paid for and removed during the auction.

l. Shipping: For estimates of shipping costs please contact our shipping contractors:

[www.pakkman.com](http://www.pakkman.com) Tel: 01582 932039

Excalibur Auctions do not ship directly, but will release goods to their approved shipper on full payment of their invoice. No responsibility can be accepted by Excalibur Auctions or their staff or agents for any loss or damage howsoever arising. Safe transit of purchases by hand, post, courier or shipper is at the sole risk of the purchaser.