

LANDLES AUCTIONEERS 1856 LTD - CONDITIONS OF SALE DAY

1. All lots are sold subject to these important notices and the conditions of sale set out in the catalogue. Additional copies are available at our auction rooms upon request.
2. These important notices and conditions of sale may be varied by notices posted at the sale at our auction rooms or by announcements made by the Auctioneer.
3. These important notices together with the conditions of sale are the legal basis on which you transact for the purchase of goods at our auctions and engage with Landles Auctioneers 1856 Ltd. Please ask one of the Partners of the firm for an explanation of any terms that you do not understand.

LOTS

4. The items sold at our auctions are generally of some age. Accordingly, lots are sold on an “as is” basis subject to all faults, imperfections and areas of description. Illustrations and photographs contained in the catalogue or elsewhere of any lots are for identification purposes only. They may not, of course, reveal the true condition of the lot and a photograph may not reflect an accurate reproduction of any colour of a lot. You are therefore **strongly** advised to examine any lot in which you are interested prior to a sale as it is your responsibility to satisfy yourself as to each and every aspect of the lot.
5. Any lots that were originally operated by mains electricity may not comply with current statutory requirements and as such are offered for a sale solely for display or historical purposes. You should not assume they are suitable for connection to the mains electrical supply and you must ensure that any such items are checked by a qualified electrician before use.
6. Any person who damages a lot will be held liable for the loss caused.
7. Neither we nor the seller are liable for any error or mis-statement in or omission from the description of a lot. Any statement made by or on behalf of us is an expression of opinion and should not be relied upon by bidder or buyer.

ESTIMATES

8. In most cases the estimated selling price of each lot is printed with the lot description. The estimate does not include the buyer’s premium (or VAT if applicable). Estimates are prepared in advance of a sale and are not definitive and are subject to revision.

CONDITION REPORTS

9. Where possible we are able to provide a report on the physical condition of most lots. In providing a condition report we are not entering into a contract with you and accordingly assume no responsibility in respect of the report. Neither we nor the seller are liable for any error or mis-statement or omission from the description of a lot contained in a condition report. Any statements contained in our report are expressions of our opinion and are not statements of fact. Such statements do not imply any basis of fact upon which the opinion may be founded. Notwithstanding a condition report we always **strongly urge** you to inspect the lot yourself and consult an independent professional restorer, etc., to satisfy yourself as to the condition of a lot. In the event of a successful bid in relation to the lot you will have purchased the lot with no reliance on a condition report.

THE AUCTION

10. Please check the date and the starting time of the sale. You should also check whether there have been any withdrawals or late entries. We reserve the right to postpone or cancel the auction at any time and for whatever reason.

AUCTION SPEED

11. Ours sales are conducted at approximately 100 lots an hour. Auction speeds can vary from sale to sale.

ENTRY TO SALE ROOMS

12. We reserve the right at our sole discretion without us citing any reason for doing so to refuse admission to our premises or attendance at the sale by any person.

BIDDING

13. You may bid at the sale in person, via the internet, by telephone as the bidding is taking place (subject to availability) or by placing an absentee bid by post or email or by your own appointed agent. Such absentee bids are made at your own risk and we cannot accept liability for our failure to receive and or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to reserves and other bids made for the lot. Please see further details below for specific conditions relating to placing of bids.
14. **All persons wishing to bid must be registered with us at each sale before doing so.** We may ask to see proof of identity and residence in order to register you as a bidder. Please bring either passport, driving licence or similar proof of identity and a debit card. Proof of address can be e.g. a council tax bill, utility bill or bank statement with your name and current address on it. If you are unable to provide satisfactory proof of identity and residence we may request a deposit before allowing you to bid. (Please see our Privacy Notice).

BIDDING IN PERSON

15. Please come to our offices to fill out a Bidder Registration Form. To avoid any delay we recommend that you carry this out on viewing days prior to the day of the sale or at any time before the sale. You will be issued with a card with a number on it (paddle). **This will be attributed to you for the purposes of the sale. A bid made with your paddle is treated as a bid made by you and you should ensure safe keeping of your paddle at all times during the sale and viewing.** If you are the successful bidder please ensure that your number is clearly seen by the auctioneer. You should not let anyone else use your paddle as all lots will be invoiced to the name and address given on your registration form. Once an invoice is issued it cannot be changed. **Please at the end of the sale or when you have finished bidding return your paddle to the desk.**

ONLINE BIDDING

We offer an online bidding service via easyliveauction.com for bidders who cannot attend the sale. However, **you must still register to bid** with Landles Auctioneers 1856 Ltd prior to the auction by completing and returning our Bidder Registration Form.

BIDDING BY TELEPHONE

17. If you wish to bid at the sale by telephone then please complete a Bidder Registration Form available from our offices. Please ensure this is returned to our office at least 24 hours in advance of the sale. Telephone bidding facilities is a discretionary service and may not be available in relation to all lots.

BIDDING BY POST OR EMAIL

18. Absentee Bidding Forms can be completed and sent to our office. It is in your interest to return the form as soon as possible as if two or more bidders submit identical bids for a lot the first bid received takes preference. Please check your bidding form carefully before returning it to us fully completed and signed by you. It is your responsibility to check at our office that your bids have been received.

BIDDING THROUGH AN AGENT

19. Please let us know if you are acting on behalf of another person when bidding for lots in the sale. Equally please let us know if you intend to nominate another person to bid on your behalf at a sale. If we have not approved the agency arrangements before the sale we are entitled to assume that the person bidding at the sale is bidding on his own behalf. Accordingly the bidder will be the buyer and will be liable to pay the hammer price and buyer's premium and associated charges. If we approve the identity of your client in advance we will be in a position to address the invoice to your principle rather than you.

PAYMENT – BUYERS PREMIUM

- 20.a A premium is payable by you to us if you successfully bid for a lot your liability for which occurs at the fall of the hammer. It will be calculated by reference to the hammer price of the lot and is charged in addition to the hammer price.

Lots Purchased via the Easylive.com internet bidding service platform

- 20.b Please note that any lots purchased via easyliveauction.com live auction service will be subject to EITHER:
[a] NO additional commission IF the 'Flat Fee' has been chosen by you at registration with Easylive.com (currently £3 per sale), OR
[b] there will be an additional 3% commission charge + VAT imposed on the hammer price (set by Easylive.com) added to your Purchaser Invoice

BUYERS PREMIUM

- 20.c The level of buyer's premium for a particular sale will be published in the catalogue and displayed by notices in the auction room and on our website.

VAT

21. In some instances VAT may be payable on the hammer price. The auctioneer will advise in such instances.

METHODS OF PAYMENT

- 22.a Purchases may only be released when full settlement (inclusive of all charges of all invoices issued to the buyer) is received in clear funds. Before bidding you should ensure that you have the necessary funds available and be able to pay according to one of the methods set out below. We accept the following methods of payment:

Cash: up to a maximum of £8000.

Debit Cards: there is no additional charge for purchases made with these cards.

Bankers Draft / Building Society Cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque we will allow you to collect your purchases immediately.

Bank Transfer: Our bank details for transfers can be provided on request.

We do not accept payment by **credit card** or by **cheque**.

ANTI MONEY LAUNDERING REGULATIONS

- 22.b In some circumstances we may be required to carry out Customer Due Diligence (CDD) for purchasers. We may ask you for verification of your identity and your address before purchased lots can be released. This will be mandatory policy for any single lot transaction over 10,000 Euros (or Sterling equivalent – approx. £8800)

COLLECTION & REMOVAL OF LOTS

23. Lots may only be collected and removed when full settlement is received in cleared funds. You will need an invoice as your proof of payment.

FALL OF HAMMER

24. Care and insurance of all lots is the responsibility of the purchaser on the fall of the hammer.
25. Time will be the essence of payment of your invoice. This should be settled by 4.30 p.m. on the third working day after the sale. Please see our further Terms and Conditions below.

DATA PROTECTION & PRIVACY NOTICE

26. As a result of the services provided and in order to fulfil our contractual and statutory requirements we obtain personal data about you. We may use your personal data to notify you about products or services available from our firm. We will not disclose your data to any third party outside the Landles Group for the purposes of direct marketing. The Landles Auctioneers 1856 Ltd Privacy Statement / Policy is posted online or is available upon request from our offices. This sets out in detail how we deal with personal information we collect in the course of operating the business and contracting with Clients and customers. Any person who submits a Bidding Registration Form with us whether they make a purchase or not confirms that they have read, understood and agree to our Privacy Notice.

CONDITIONS OF SALE

27. The bidder acknowledges that in bidding for a lot at a sale he is not in any manner and for any purpose other than a manner or purpose authorised by these conditions or otherwise expressly authorised by us in writing relied on anything said or done or admitted to be said or done by us or anyone on our behalf.

SELLING AS AGENT

28. The seller has authorised us as its agent on its behalf to sell the lot upon such terms and conditions as we may in our absolute discretion determine.

CONDITION OF LOTS

29. **Bidders must satisfy themselves as to each and every aspect of the lot.** Lots are available for inspection prior to the sale on the published viewing days and it is each bidders responsibility to examine any lot in which they are interested prior to the sale.

GUIDE PRICES/ESTIMATES

30. We make no warranty or representation as to the anticipated likely selling price of any lot. Any written or oral estimate given by us as an estimated selling price of a lot is a statement of opinion only, may be subject to revision from time to time at our sole discretion and should not be relied upon as an indication of the actual selling price or value of the lot.

PREMIUM & EXPENSES

31. You will pay us a premium in accordance with the rates set out in the catalogue pertaining to the sale and as published by notices in the auction rooms together with any VAT and any other expenses payable under these conditions. You acknowledge our right to retain the premium.

CONDUCT OF THE SALE

32. We have complete discretion as to the manner in which the sale is conducted and we may offer lots for sale in any order we choose notwithstanding the numbers given to lots in the catalogue.
33. We have the right at our sole discretion to refuse any bid, to nominate bidding increments, to divide any lot, to combine two or more lots, to withdraw any lot from a sale and, in the case of a dispute, to put any lot up for auction again.

BIDDING

34. No person is entitled to bid at a sale without first having completed and delivered to us a Bidder Registration Form/Absentee Bidding Form. Any person who nonetheless makes a bid at a sale will be deemed to have accepted and agreed these conditions whether or not they have delivered a completed form.
35. Every bidder will be deemed to act as principal unless prior to commencement of the sale there is a written exception to buyers of the bidders status as agent for his named principal. Nevertheless any bidder who is acting as an agent (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with his principal under the contract resulting from acceptance of his bid.
36. Where a *reserve* has been applied to a lot the auctioneer may in his absolute discretion place bids up to an amount not equalling or exceeding such reserve on behalf of the seller.
37. The buyer will be the bidder who makes the highest bid acceptable to the auctioneer for acceptance to the lot subject to any applicable reserve. Any dispute as to the highest acceptable bid will be settled by the auctioneer in his absolute discretion.

SALE OF THE LOT

38. Full property in and title to the lot remains and is retained by the seller until the purchase price and all other sums owed by you to us have been paid in full.

39. We are entitled to withhold possession from you of any other lot sold to you at the same or any other sale currently in our possession until payment of the purchase price and all other sums in full.
40. Risk in the lot will pass to you at the fall of the auctioneer's hammer. A contract of sale between you and the seller is made at that moment and the purchase price becomes payable by you at that moment.
41. You undertake to us that you will observe and comply with all your obligations and undertakings to the seller under these conditions.

PAYMENT

- 42.a Unless agreed in writing between you and us time shall be of the essence in relation to the payment of the purchase price which must be paid to us no later than 4.30 p.m. on the third working day following the sale.
- 42.b If you do not pay the purchase price in accordance with these conditions we will have the rights set out below

COLLECTION

43. Unless agreed in writing by us lots purchased and paid for in cleared funds are to be removed by the Friday of the week following the auction. After this period we reserve the right to make a charge of £5 per lot per day to cover storage, administration and other costs.

SHIPPING POLICY

44. At the present Landles Auctioneers 1856 Ltd do not offer a packing and postage / shipping service. Successful bidders will need to make their own arrangements for collection and the removal of lots paid for in cleared funds shall be entirely at their own risk. We can provide details of a courier on request.

NON PAYMENT OR FAILURE TO COLLECT

- 45.1 If the purchase price for a lot is not paid for in full and / or the lot is not removed in accordance with these conditions you indemnify and will keep fully indemnified each of Landles Auctioneers 1856 Ltd and the seller and we will without further notice to at our absolute discretion be entitled to exercise one or more of the following rights:
 - 45.2 To resell the lot by auction, private treaty or any other means.
 - 45.3 To remove, store and insure the lot at your expense.
 - 45.4 To charge interest on the purchase price at the rate of 10% per annum above the base lending rate of Barclays Bank plc from time to time to be calculated on a daily basis from the date upon which the purchase price becomes payable until the date of actual payment, subject to a minimum charge of £5 per day,
 - 45.5 To retain possession of any other lots sold to you at the same time or any other auction or by private treaty until the purchase price has been paid.
 - 45.6 To apply any monies then due or at any time after becoming due to you from us in payment or part payment of the purchase price towards satisfaction of any amounts owed to us.
 - 45.7 To sell any of your other property in our possession or under our control for any purpose and to apply any monies due to you as a result in payment or part payment of the purchase price. As agent for the seller to terminate the contract for the sale of the lot for your breach.
 - 45.8 As agent for the seller to rescind the contract for the sale of any other lots sold to you by the seller at the sale or at any other auction or private treaty and apply any monies received from you in part or full payment for any other such lot in payment or part payment of the purchase price and towards any other amounts owed to us in accordance with these conditions.

45.9 To repossess the lot or any part thereof and thereafter to resell the same and (without prejudice to any other of our rights) for this purpose you hereby grant an irrevocable licence to us to enter upon or any of your premises (with or without vehicles) during normal business hours to take possession of any lot or part thereof.

45.10 To take legal proceedings against you for damages for breach of contract.

45.11 To reject a bid from you at any future sale or to require you to pay a deposit before any bid is accepted by us at any future sale in which case we will be entitled to apply such deposit in payment or part payment as the case may be of the purchase price of any lot of which you are the buyer. END