

W&H PEACOCK

AUCTIONEERS & VALUERS

Established 1901

CONDITIONS OF SALE

Affecting purchasers and others attending the sale premises.

1. Purchasers will be deemed:
 - a) To have inspected their lots prior to the sale; and
 - b) To have accepted that lots are sold with all faults and imperfections specifically mentioned or not irrespective of whether they bid in person, by commission, online or through an agent.
2. All goods are second hand and sold without warranty unless otherwise stated in the sale catalogue or by the auctioneer from the rostrum. Any implied warranty, condition or other term is excluded except where to do so would be unlawful.
3. The auctioneers undertake that care has been taken to see that catalogue descriptions are accurate and reliable however these are matters of opinion only and shall not be taken to be statements of fact.
4. The auctioneers act as agents to the vendor and shall not incur liability to any purchaser for any statement, representation or warranty as to title, quality or otherwise of any lot made on behalf of and with the vendor's authority. Likewise the auctioneers shall incur no liability to a purchaser arising from any defect in goods sold save in the event of negligence on the part of the auctioneers or their employees. Any liability therefore shall be a matter for dispute between purchaser and vendor only.
5. The auctioneers reserve on behalf of themselves and the vendors the following rights:
 - a) To sell subject to a reserve price
 - b) To bid on behalf of a vendor and/or purchasers
 - c) To refuse any bid
 - d) To rearrange, consolidate, divide, add or withdraw any lots or vary the order of the sale.
 - e) To exclude any person from the premises if there be good reason to do so.
6. The auctioneer shall regulate the bidding and shall determine from time to time the appropriate increment needed to advance the bidding.
7. The person making the highest accepted bid shall be the purchaser as defined in these conditions.
8. If a dispute arises as to any bidding then at the discretion of the auctioneer either:
 - a) The lot to which the disputed bid relates shall immediately be offered again, or
 - b) The auctioneer shall determine the dispute and his decision shall be final and binding on all parties
9. a) At the fall of the hammer the purchaser is required to give their Client Registration Number. If they have bid on behalf of another person or company they should make this clear to the auctioneer at the time. If they fail to do so then they will be held personally liable for the purchase under the terms of these conditions.
 - b) If, and as required by the auctioneer at the fall of the hammer, the purchaser shall pay to the auctioneer all or part of the purchase price plus VAT and buyers' premium.
 - c) Any such payment made at the fall of the hammer may be treated, at the auctioneers' discretion, as a general deposit against all purchases, made by that purchaser on the day.
 - d) All lots must be paid for in cash, or in other manner acceptable to the auctioneers, on the day of sale and before delivery is given.
 - e) Failure by the purchaser to comply with sub clause a) and b) shall entitle the auctioneer to cancel the sale and, at his discretion, to immediately re-offer the lot in question for sale by auction.
10. No transfer of lots or sub-sale by any purchaser is recognised by the auctioneers. Purchasers shall remain liable under these conditions in respect of their own purchase under the hammer.
11. Private treaty sales shall be subject to these conditions of sale where applicable.
12. All lots will be at the purchaser's risk from the fall of the hammer. Purchasers are therefore advised to check that they have adequate insurance cover.
13. Purchasers will not normally be permitted to remove goods until their payment has cleared through the bank. Whether removal is permitted or not, ownership of goods will not be deemed to pass to the purchaser until their payment has cleared.
14. All lots must be cleared from the sale premises at the purchaser's expense by the time stipulated or agreed by the auctioneers.
15. a) If a purchaser fails to comply with any of the preceding conditions the auctioneers may cause the lot in respect of which the failure is made to be resold by public or private sale without warranty or reserve and without notice to the purchaser.
 - b) If upon resale a lower price is obtained for any lot than was obtained on the first sale, the difference in price together with all costs and charges attending the resale shall be a debt due from the purchaser in default at the first sale.
 - c) Alternatively the auctioneers may, at their discretion, store the lot and recover reasonable charges for so doing from the purchaser.
16. All Sales shall be deemed to have been made in England and the Parties to the Sale hereby submit to the jurisdiction of the English Courts. English Law shall be the proper law of the Contract of Sale.