

CONDITIONS OF SALE

- 1. The highest bidder for each lot shall be the Purchaser and, in the event of any dispute, the Auctioneers shall have absolute discretion either to settle such dispute or to re-offer the lot immediately.
- 2. No person may advance less at a bid than a sum to be named from time to time by the Auctioneer, nor shall any bidding be retracted. The Auctioneer may, without giving any reason therefore, refuse to accept the bidding of any person or persons.
- 3. All lots are put up for sale subject to any reserve price placed by the Vendors, who may bid for any lot or lots, and may withdraw any lot or lots, either personally or through the Auctioneer or through any other person, as many times as they respectively may think fit.
- 4. Each Purchaser shall give his or her name and address in writing (if required) to the Auctioneer at the Sale and pay the full purchase money at the close of the Sale or, if required, the whole or a portion of the purchase money, as the Auctioneer may determine, during the course of the Sale. If any Purchaser fails to comply with any of these conditions the lot or lots in respect of which such failure is made may, if the Auctioneer thinks fit, be put up again and resold. If upon such resale a lower price is obtained for any such lots than was obtained on the first sale the difference in price shall be a debt due from the Purchaser in default upon the first sale.
- 5. No lot or lots shall be removed from the premises until paid for, but each and every lot shall immediately at the fall of the hammer be considered as delivered and be and remain in every respect at the absolute risk of the respective Purchaser or Purchasers thereof, and shall be removed at the Purchaser's expense after the conclusion of the Sale and taken with all faults or errors of description.
- 6. The Auctioneers act only as agents for the Vendor(s) and are not responsible for any default by either Vendor(s) or Purchaser. In particular, they shall not be liable to pay the Vendor until payment is received from the Purchaser.
- 7. No undertaking of the Auctioneers or their employees to take charge of any lots after the sale or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of the foregoing conditions.
- 8. Purchasers paying by cheque must be prepared, if required, to produce a banker's reference. The Auctioneers reserve the right in their sole discretion to refuse payment by cheque.
- 9. In all cases of transfer the original Purchaser shall be held responsible for the purchase money.
- 10. The Auctioneer reserves the right to withdraw or divide any lot or to combine any two or more lots at his sole discretion and to sell in such order as he may think fit.
- 11. The Auctioneers have described the lots to the best of their ability and belief from information furnished by the Vendors who shall be alone responsible for any error or mis-statement, which there may be. The Auctioneers undertake no liability whatever in respect of any faults, deficiencies and errors of any description, oral or printed, nor do they accept responsibility for the authenticity, genuineness, origin, age, condition or quality of any lot and all statements as to these matters whether contained in the catalogue or made orally are statements of opinion only and are not to be taken as being or implying a statement or representation of fact. Any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each such statement. The Vendor does not make or give and neither the Auctioneers, nor any person in their employ, have any authority to make or give any representation or warranty in relation to any of the lots without the express instructions of the Vendor(s).
- 12. The Auctioneers accept no responsibility in connection with the commissioning of their staff to bid for any lots. Reserves and commissions given verbally or by telephone are accepted at the sender's risk and must be confirmed in writing before the Sale.
- 13. THIRD PARTY LIABILITY. All persons on the Auctioneers' premises before, during or after the Sale shall be deemed to be there at their own risk and with notice of the condition of the premises and of the method of arranging lots and shall have no claim against the Auctioneers in respect of any injury or accident which may occur from any cause whatsoever.
- 14. If any Purchaser shall fail to comply with the above conditions or any of them, the Auctioneers shall be at liberty to recover in full the amount of the purchase money of the lot or lots bought by such Purchaser together with all interest, costs, charges and expenses, without reference to any delivery or acceptance of the lot or lots, other than the first delivery by the fall of the hammer, or to resell any lot or lots bought by such Purchasers, either by public or private sale, and the full amount of the purchase money at the present sale, or the deficiency (if any) arising from the second sale, together with all interest, costs, charges and expenses, shall be made good by the defaulter and be recoverable as and for liquidated damages.

Auctioneers: THIMBLEBY & SHORLAND, READING

NOTE: Purchasers or their agents are requested to obtain accounts and delivery orders at the Auctioneers' Office before leaving the place of sale and carefully to examine same. The Auctioneers cannot be held responsible for any errors in accounts or delivery orders unless they are notified of such errors on the day of sale and before the lots are removed from the premises.