

CONDITIONS OF SALE FOR ON-LINE AUCTIONS & TENDERS

1. At the fall of the hammer, closing of the tender sale or the on-line lot closing time, the highest acceptable bid for each lot shall be the Purchaser and, in the event of any dispute, the Auctioneers shall have absolute discretion to settle such dispute.
2. All lots are put up for sale subject to any reserve price placed by the Vendors
3. All intending bidders at on-line or tender sales must register with the Auctioneers prior to placing a bid. All intending bidders must make prior arrangements regarding method of payment before attending or participating in a sale.
4. 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.
5. 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.
6. 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.
7. In all cases of transfer the original Purchaser shall be held responsible for the purchase money.
8. The Auctioneers have described the lots to the best of their ability and belief, but any statement made either in advertisements, catalogues, on-line description, photograph or other publicity are those of opinion only and are made without responsibility and shall not give rise to any action in law for damages or compensation or rescission of sale by a purchaser against the Vendor, the Auctioneers or their employees. All electrical or mechanical items are sold as un-tested, without warranties or any guarantees as to serviceability, working order or fit for purpose.
9. Many lots offered for sale on-line are by reason of age or nature, not in first class condition. Some descriptions may refer to damage or restoration but the omission of such a statement does not imply that a lot may be free of damage or has been restored. Therefore all purchasers must satisfy themselves by physical inspection prior to making a bid as to the origin, authenticity, quality, quantity, weight, size and general description of each lot as all lots are sold "as seen" with all faults whether declared or not.
10. 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.
11. **THIRD PARTY LIABILITY.** All persons attending the sale or viewing whether it be at the Auctioneers' premises or other place, before, during or after the Sale shall be deemed to be 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 nor their principals in respect of any injury or accident which may occur from any cause whatsoever including postponement or cancellation of the sale.
12. 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.

Thimbleby & Shorland