

TERMS AND CONDITIONS FOR BUYERS

1. **BIDDING.** The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the buyer at the hammer price. If however there is any dispute, the Auctioneer's decision shall be final and binding. The Auctioneer shall have absolute discretion to withdraw, alter or combine with any other Lot all Lots offered for sale, to refuse any bid, to regulate the bidding, re-offer an item or cancel the sale without in any case giving any reason or without previous notice. The Auctioneer shall act reasonably in exercising this discretion. Bidders shall be deemed to act as principals. The Auctioneer's right to bid on the vendor's behalf is expressly reserved up to the amount of any reserve imposed by the vendor. Bidding increments shall be at the Auctioneer's sole discretion. By making a bid, prospective purchasers acknowledge acceptance of these Conditions.
2. **TELEPHONE AND COMMISSION BIDS.** Telephone bids are by arrangement in advance and must be confirmed in writing no later than the close of business of the day prior to the sale. Telephone bids will only be accepted on Lots with an estimated value of £500 or above. Commission bids will be executed free of charge but must reach the Auctioneers **at least one hour before the beginning of the sale.** Commission bids sent via email or fax must be received no later than the close of business of the day prior to the sale and it is the bidder's responsibility to confirm, by telephone if necessary, that their bid has been received. Where two or more Commission bids at the same level are recorded we reserve the right in our absolute discretion to prefer the first bid so made. While we make every effort to execute bids on your behalf neither the Auctioneer nor our employees shall be responsible for any failure to do so.
3. **ONLINE BIDDING.** Mander Auctioneers Ltd offer an online bidding service via the-saleroom.com for bidders who cannot attend the sale. In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Mander Auctioneers: 1. authorise Mander Auctioneers, 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 via the-saleroom.com, and 2. confirm that you are authorised to provide these credit card details to Mander Auctioneers through www.the-saleroom.com and agree that Mander Auctioneers are entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale. **Please note that any lots purchased via the-saleroom.com live auction service will be subject to an additional 3% commission charge + VAT at the rate imposed on the hammer price.**
4. **REGISTRATION.** Bidders are required to register prior to the commencement of the sale. Some form of identification will be required before a bidding number is issued. Bidding is strictly by bidding number only. Buyers will be required to supply to the Auctioneers their names and addresses and, if required, a deposit immediately after the fall of the hammer. Bidders will be required to satisfy any security arrangements before entering the auction room to view or bid. We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.
5. **BUYER'S PREMIUM.** A buyer's premium of 17.5% plus V.A.T. will be added to the hammer price of all Lots sold.
6. **VALUE ADDED TAX.** Value added tax on the hammer price is imposed by law on all items affixed with an asterisk or double asterisk. Value added tax is charged at the appropriate rate prevailing by law at the date of sale and is payable by buyers of relevant Lots. (*) indicates that VAT is payable by the purchaser at the standard rate on the hammer price as well as being an element in the buyer's premium. This imposition of VAT is likely to be because the seller is registered for VAT within the European Union and is not operating the Dealers Margin Scheme or because VAT is due on importation into the UK. The double symbol (**) indicates that the Lot has been imported from outside the European Union and the present position is that these Lots are liable to a reduced rate of VAT on the gross Lot price (i.e. both the hammer price and the buyer's premium). Lots which appear without either of the above symbols indicate that no VAT is payable on the hammer price. This is because such Lots are sold using the Auctioneers' Margin Scheme and it should be noted that the VAT included within the Premium is not recoverable as input tax.
7. **DESCRIPTIONS AND CONDITION.** Whilst every care is taken in the preparation of catalogues, the Auctioneers accept no responsibility for any inaccuracies contained therein; the descriptions given as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price are statements of opinion and guidance and are not representations of fact or warranties. We undertake that any such opinion shall be honestly and reasonably held and accept liability for opinions given negligently or fraudulently. Subject to the foregoing neither we the Auctioneer nor our employees or agents nor the seller accept liability for the correctness of such opinions and all conditions and warranties, whether relating to description, condition or quality of Lots, express, implied or statutory, are hereby excluded. This Condition is subject to the next following Condition concerning deliberate forgeries. The buyer (and any independent experts on their behalf) shall not rely purely upon the catalogue description but shall fully satisfy himself or herself as to the physical condition and description of each Lot. The absence of reference to the condition of a Lot does not imply that it is in good order or free from imperfection. All Lots are sold as seen. The Buyer acknowledges that a sale by auction IS NOT a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994 and as replaced by the Consumer Rights Act 2015) and the Unfair Contract Terms Act 1977 / 1999 Regulations and the Buyer shall not seek to rely upon any conditions or warranties implied thereby or by any other legislation.
8. **FORGERIES.** Notwithstanding the preceding Condition, any Lot which proves to be a deliberate forgery (as defined) may be returned to us by you within 21 days of the auction provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description and a written statement of defects. If we are satisfied from the evidence presented that the Lot is a deliberate forgery we shall refund the money paid by you for the Lot including any buyer's premium provided that (1) if the catalogue description reflected the accepted view of scholars and experts as at the date of sale or (2) you personally are not able to transfer a good and marketable title to us, you shall have no rights under this condition. The right of return provided by this Condition is additional to any right or remedy provided by law or by these Conditions of Sale.
9. **THIRD PARTY LIABILITY.** All members of the public on our premises are there at their own risk and must note the layout of the accommodation and security arrangements. Accordingly neither the Auctioneer nor our employees or agents shall incur liability for death or personal injury (except as required by law by reason of our negligence) or similarly for the safety of the property of persons visiting prior to or at a sale.
10. **WARRANTY OF TITLE AND AVAILABILITY.** The seller warrants to the Auctioneer and you that the seller is the true owner of the property consigned or is properly authorised by the true owner to consign it for sale and is able to transfer good and marketable title to the property free from any third party claims.
11. **AGENCY.** The Auctioneer normally acts as agent only and disclaims any responsibility for default by sellers or buyers.
12. **TITLE AND REMOVAL OF GOODS.** Lots shall be held to be at the buyer's risk from the fall of the hammer. Legal title shall not pass to the buyer until the purchase price together with the premium has been paid in full. No item shall be removed until the purchaser has paid in full for it and for any other Lots purchased. All purchases must be removed at the buyer's risk and expense within two working days following the sale **or upon the clearance of any cheque used for payment.** A charge of £2.00 plus V.A.T. per Lot per day will be made for purchases not removed within this period. Lots not collected within two weeks will be sold at the following auction without reserve and storage charges will be deducted from the proceeds of sale.
13. **PAYMENT.** All payments must be made at the conclusion of the sale. Interest calculated at 2% above the bank Base rate shall be payable as well as the purchase price on any accounts not settled within two working days following the sale. Cheques will be accepted up to the limit of the banker's guarantee card. Goods will remain in the Auctioneer's possession until the cheque has been cleared. Third party cheques will not be accepted in payment.

Purchasers intending to pay by credit or debit card should ensure prior to the sale that the card is one accepted by the Auctioneer's bankers. Debit card payments are free of charge but all charges made by credit card companies should be borne by the purchaser in addition to the Auctioneer's charges. Any payments by you to us may be applied by us towards any sums owing from you to us on any account whatever without regard to any directions of you or your agent, whether express or implied. If any Lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agents for the seller and on our own behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

to proceed against you for damages for breach of contract; to rescind the sale of that Lot and /or any other Lots sold by us to you; to resell the Lot (by auction or private treaty) in which case you shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs). Any surplus so arising shall belong to the seller; to remove, store and insure the Lot at your expense and, in the case of storage, either at our premises or elsewhere; to charge interest at a rate not exceeding 1.5% per month on the total amount due to the extent it remains unpaid for more than 2 working days after the sale; to retain that or any other Lot sold to you until you pay the amount due; to reject or ignore bids from you or your agent at future auctions or to impose conditions before any such bids shall be accepted; to apply any proceeds of sale of other Lots due or in future becoming to you towards the settlement of the total amount due and to exercise a lien (that is a right to retain possession of) any of your property in our possession for any purpose until the debt due is satisfied. **We shall, as agent for the seller and on our own behalf pursue these rights and remedies only so far as is reasonable to make appropriate recovery in respect of breach of these conditions.**

14. **GENERAL.** Any right to compensation for losses liabilities and expenses incurred in respect of and as a result of any breach of these Conditions and any exclusions provided by them shall be available to the seller and/or the auctioneer as appropriate. Such rights and exclusions shall extend to and be deemed to be for the benefit of employees and agents of the seller and/or the auctioneer who may themselves enforce them. Any notice to any buyer, seller, bidder or viewer may be given by first class mail or Swiftmail in which case it shall be deemed to have been received by the addressee 48 hours after posting. Special terms may be used in catalogue descriptions of particular classes of items in which case the descriptions must be interpreted in accordance with any glossary appearing at the commencement of the catalogue. Any indulgence extended to bidders buyers or sellers by us notwithstanding the strict terms of these Conditions or of the Terms of Consignment shall affect the position at the relevant time only and in respect of that particular concession only; in all other respects these Conditions shall be construed as having full force and effect. English law applies to the interpretation of these Conditions.