

TIMOTHY LEA & GRIFFITHS

Conditions of Sale

1. All prospective purchasers are to register to bid by giving their name, address and telephone number. If the prospective purchaser fails to do this, the lot or lots purchased may be immediately put up again and re-sold.
2. **AGENCY.** The auctioneer normally acts as agent only and disclaims any responsibility for default by the seller or the buyer.
3. **TERMS** – strictly cash. All accounts must be settled on the sale site on the day of sale. Maximum cash permitted to be taken is £5000. Debit cards accepted by arrangement. Credit cards accepted by arrangement and subject to a 5% surcharge.
4. **VAT** at the current rate will be added to the purchase price of all goods subject to VAT where the vendor is VAT registered. Buyers premium will have VAT added.
5. **DESCRIPTIONS.** All descriptions are for identification purposes only and have been taken from VENDORS ENTRY FORMS. Descriptions are not warranted or guaranteed by either Vendor or Auctioneer. See next point.
6. **WARRENTY OF TITLE AND AVAILABILITY.** The seller warrants the auctioneer and the buyer that the seller is the true owner of the goods consigned or is properly authorised to consign them for sale and is able to transfer the title of the goods free of any third party claims.
7. **DISCLAIMER OF LIABILITY.** Neither the auctioneers, sellers nor any agent or employee of these bodies accepts any liability for any accident, loss, damage or injury to any person or goods whatsoever whether caused by their negligence, breach of contract or in any other way.
8. **HEALTH AND SAFETY.** The auctioneers have taken reasonable precautions to ensure health and safety of everyone present. For these measures to be effective, everyone must take reasonable precautions to avoid and prevent accident occurring and must adhere to instructions of the auctioneers and their porters.
9. The highest bidder will be the buyer. If any dispute arises regarding any bidding, at the sole discretion of the auctioneers, the lot will be put up and sold again.
10. The auctioneer will regulate the bidding.
11. No lots to be transferable and all accounts to be settled at the close of the sale.
12. The lots will be taken away whether genuine and authentic or not, with all faults and errors of every description and to be at the risk of the purchaser immediately after the fall of the hammer but must be paid for in full before the property in the goods passes to the buyer. The auctioneer will not hold himself responsible for the incorrect description or authenticity of or any fault or defect in any lot and makes no warranty.
13. No lot may be removed either during or after the sale without being paid for.
14. If any person neglects or refuses to comply with any of the auction conditions, the auctioneer shall be at liberty to resell the lot and any deficiency that may arise in the resale, together with all expenses attending it shall be charged to the defaulter.