

GENERAL CONDITIONS OF SALE

1. DEFINITIONS

In these conditions Whittaker & Biggs act only as auctioneers and agents for the seller and the representative of Whittaker & Biggs conducting the auction is called the "Auctioneer".

2. GENERAL

Whilst Whittaker & Biggs make every effort to ensure the accuracy of their catalogues and the description of any lot:-

- a) Each lot as set out in the catalogue or as divided or combined with any other lot or lots is sold by the seller with all faults, imperfections and errors of description.
- b) Whittaker & Biggs do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot unless they have been instructed in writing by the seller to so certify, and in such case the auctioneers do so as agents of the seller and are not themselves responsible for such claims.
- c) All statements whether printed in the catalogue or made orally, as to any of the matters set out in b) above are statements of opinion only and are not to be taken as being or implying any warranties or representations of fact by Whittaker & Biggs unless they have been instructed in writing by the seller to so certify, and in such case the Auctioneers do so as agents of the vendor and are not themselves responsible for such claims.
- d) Any claim under any Statute must be received in writing by the Auctioneers within seven days of the day of the auction.

3. THE AUCTION

- a) The Auctioneers have absolute discretion to divide any lot, to combine any two or more lots or to withdraw any lot or lots from the sale, to refuse bids, regulate bidding or cancel the sale without in any case giving any reason or without previous notice. They may bid on behalf of the seller for all goods which are being offered subject to reserve or at the auctioneer's discretion.
- b) The highest bidder shall be the buyer except in the case of a dispute. If during the auction the Auctioneers considers that a dispute has arisen, they have absolute discretion to settle it or to re-offer the lot. The Auctioneer may at his sole discretion determine the advance of bidding or refuse a bid.
- c) Each lot is put up for sale subject to any reserve price placed by the seller. Where there is a reserve price the Auctioneers may bid on behalf of the seller.
- d) All conditions, notices descriptions, statements and other matters in the catalogue and elsewhere concerning any lot are subject to any statements modifying or affecting the same made by the Auctioneers from the rostrum prior to any bid being accepted for the lot.

4. RESCISSION

Notwithstanding any other terms of these conditions, if within seven days after the sale Whittaker & Biggs have received from the buyer of any lot notice in writing that in his view the lot is a deliberate forgery and within twenty one days after such notification the buyer

returns the same to Whittaker & Biggs in the same condition as at the time of the sale and by producing evidence, the burden of proof to be upon the buyer, satisfies Whittaker & Biggs that considered in the light of the entry in the catalogue the lot is a deliberate forgery, then the sale of the lot will be rescinded and the purchase price of the same refunded.

5. DEFAULT

Whittaker & Biggs disclaim responsibility for default by either the buyer or the seller because they act as agents for the seller only and therefore do not pay out to the seller until payment is received from the buyer. Instructions given by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.

6. THIRD PARTY LIABILITY

Every person on Whittaker & Biggs premises at any time shall be deemed to be there at his own risk. He shall have no claim against Whittaker & Biggs in respect of any accident which may occur or injury, damage or loss howsoever caused, save in so far as the injury, damage or loss shall be caused by the direct negligence of Whittaker & Biggs employees.

CONDITIONS OF SALE APPLICABLE TO BUYERS

7. INSPECTION

Opportunity is given for inspection and each buyer by making a bid for a lot acknowledges that he has satisfied himself fully before bidding by inspection or otherwise as to all the sale conditions, the physical condition of and description of the lot including but not restricted to whether the lot is damaged or has been repaired or restored.

8. PROPERTY AND RISK

The legal title in a lot shall not pass to the buyer until the lot(s) has been paid for in full and the auctioneers shall be entitled to a lien on any lot sold until the purchase price (as defined in 11 below) is paid in full but each lot is at the sole risk of the buyer from the fall of the hammer. Each buyer shall forthwith give his full name and permanent address and if called upon to do so by the auctioneer shall forthwith pay Whittaker & Biggs the purchase price. If the buyer fails to do so, the lot may at the auctioneer's sole discretion be put up again and re-sold.

9. PRINCIPAL

Every bidder shall be deemed to act as principal unless there is in force a written acknowledgement by Whittaker & Biggs that he acts as agent on behalf of a named principal.

10. REMOVAL OF GOODS

a) No purchase shall be claimed or removed until the auction has been concluded. All purchases shall be paid for and removed at the buyer's risk and expense by noon on the Monday after the auction, failing which the auctioneer shall not be responsible if the same are lost, stolen, damaged or destroyed and all lots not so removed shall remain at the risk of the buyer and subject to a minimum warehousing charge of £5.00 per lot per

day plus VAT. If they are not paid for and removed within seven days of the sale the auctioneer may re-sell them by auction or privately without notice to the buyer. Any liability which there may be on the part of the auctioneer in respect of any loss shall be restricted to a maximum of the price paid by the buyer of the lot sold.

- b) In the event of any failure of the buyer to comply with any of the above conditions the damages recoverable by the seller or the auctioneers from the defaulter shall include any loss arising on any re-sale of the lot, together with the charges and expenses in respect of both sales, and together with interest at 4% above RBS Bank plc Base Rate upon the price of any lot which has not been paid for within forty-eight hours of the sale, and any money deposited in part payment shall be held by the auctioneers on account of any liability of the defaulter to them or to the seller. The auctioneers accept payment from successful bidders in cash, credit and debit cards. Cheques are no longer accepted.

11. PURCHASE PRICE

The buyer shall pay the hammer price together with a buyers premium of 16.67% plus VAT of the hammer price. There is a 2.5% surcharge on all transactions made by credit card. We reserve the right to increase the buyers premium by 3.33% after 12 noon on Tuesday following the sale.

12. COMMISSION TO BID

Whittaker & Biggs will execute bids on behalf of intending buyers unable to attend the auction at no charge. Whittaker & Biggs undertake to purchase lots as cheaply as allowed by other bids and reserves. Bids must be submitted in writing and whilst every care is taken in carrying out instructions Whittaker & Biggs cannot be held responsible for errors or omissions made in carrying out such bids.

In the event that Whittaker & Biggs receive commission bids on a lot for identical amounts and at auction those are the highest bids for the lot, Whittaker & Biggs have the ultimate discretion to sell to the person who's commission bid was received first.

Whittaker & Biggs will endeavour to contact successful commission bidders via the contact details provided. In the event of us being unable to make contact after 7 days, we reserve the right to re-sell those items under our standard terms and conditions on the bidders behalf thereafter and account to them for any outstanding sums.

13. VAT

Lots on which Value Added Tax is payable on or included in the hammer price are indicated in the catalogue or description sheet with a sign. VAT is payable on or included in the hammer price of such lots at the rates prevailing on the day of the auction.

CONDITION OF SALE APPLICABLE TO SELLERS

14. THE SELLER

authorises Whittaker & Biggs to deduct commission at the published rate and to retain the buyer's premium of 16.67% plus VAT. The seller agrees to pay all special advertising charges inasmuch that they are reasonable.

15. VAT

A seller who sends for sale by auction any chattel(s) which is an asset of his business must disclose to the auctioneer whether or not he is a registered person for Value Added Tax purposes and, if so, his registered number and whether or not he intends to operate the Dealer Margin Scheme covering works of art, etc. This information must be supplied to the Auctioneer on or prior to delivery of the goods.

16. INSTRUCTIONS

All goods delivered to the auctioneers' premises will be deemed to be delivered for Sale by Auction and will be catalogued and sold accordingly unless specific instructions are given to the auctioneers. The issue of an Entry Form is not an acceptance of goods for sale.

17. RESERVES

Whittaker & Biggs reserve the right to refuse any item they consider unsaleable and to dispose of any item failing to attract a bid and charge a fee. Whittaker & Biggs will be pleased to advise on suitable reserves, but if no reserves have been received prior to the day of the auction, the lot will be sold without reserve or at the discretion of the auctioneer. Any un-agreed reserves will be charged an offering fee to a maximum of 50% of the commission had the item sold. Reserves must be confirmed in writing or recorded on the Entry Form.

The auctioneers reserve the right to remove or reduce the reserve when items are unsold and thereafter entered for subsequent sales.

18. INDEMNITY

Sellers shall indemnify Whittaker & Biggs against any claims in connection with goods sold by Whittaker & Biggs on the seller's behalf.

19. WITHDRAWALS

Where a seller cancels instructions for sale, or where a lot is withdrawn for any reason other than misattribution or authenticity, Whittaker & Biggs reserves the right to charge a fee equal to 10% plus VAT of the reserve price of the lot, or where no reserve has been fixed, Whittaker & Biggs lower estimate of the item(s) withdrawn, together with any expenses incurred in relation to the item(s) withdrawn.

20. INSURANCE

Whittaker & Biggs are not regulated by the FSA for the provision of insurance to its clients. However, Whittaker & Biggs, for its own protection insures property consigned to it at bottom pre sale estimate, unless the item has been sold, in which instance property is insured at the hammer price for loss, occasioned as a result of theft, fire or negligence whilst in their custody or control.

21. WARRANTY OF TITLE

The seller warrants to Whittaker & Biggs and to the buyer that he is the true owner of the property or is properly authorised to sell the property by the true owner and is able to transfer good and marketable title to the property free from any third party claims.

22. PHOTOGRAPHY

Sellers give Whittaker & Biggs the right to photograph and illustrate and promote any lot placed with them for sale and to use such photographs and illustrations at any time at their discretion, whether or not in connection with the auction.

23. ELECTRICAL AND MECHANICAL GOODS

The Auctioneers give notice that when consigning electrical or mechanical goods for auction, Sellers understand that these are neither tested, guaranteed nor warranted to be in working order or suitable for purpose. As they may not conform to current Health & Safety regulations,

The seller of electrical or mechanical goods warrants and undertakes to Whittaker & Biggs that at the date on which the same are consigned to Whittaker & Biggs except where previously disclosed to us the same are safe if reasonably used for the purpose for which they were designed and free from any defect not obvious on external inspection which could prove dangerous to human life or health and will indemnify Whittaker & Biggs, its servants and agents against any loss or damage suffered by any of them in consequence of any breach of the above warranty and undertaking. Furthermore all electrical goods will be sold electrically untested and cables severed where deemed necessary by Whittaker & Biggs.

24. AGENCY

The auctioneers act throughout as agents only and are not responsible for any default by the buyer. Whittaker & Biggs disclaim liability for paying the seller until they have received settlement from the purchaser.

25. WAREHOUSING

The auctioneers exempt themselves from any liability to goods delivered to their salerooms without sufficient sale instructions, and reserve the right to make a warehousing charge in this respect. A similar warehousing charge will be applicable for goods left on their premises after they have requested the vendor to remove them.

26. UNSOLD GOODS

Unsold goods must be collected if they are not to be re-offered within 2 working days following the auction. Whittaker & Biggs reserve the right to sell by auction on behalf of the vendor without reserve or dispose of, charging an appropriate disposal fee, any items after this period.

27. IMPORTANT NOTICE

Any monies held on behalf of the seller will be held in a Clients Bank Account at the RBS Bank plc. Furthermore Whittaker & Biggs adhere to the Clients Monies rules of the Royal Institution of Chartered Surveyors (RICS). Any incidental interest earned on such monies will be retained by Whittaker & Biggs as part of their terms of engagements, and by instructing Whittaker & Biggs the seller agrees to and endorses that course of action.

28. COMPLAINTS

A copy of Whittaker & Biggs complaints handling procedure is available on request.

29. PAYMENTS

Payments will be by BACS when all items entered have been sold or unsold items have been collected or disposed of.

30. MONEY LAUNDERING

In order to comply with Money Laundering Regulations, no cash payment will be accepted in excess of the days sterling equivalent of EURO 15,000.

WHITTAKER & BIGGS

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Whittaker ^{Est. 1931}
& Biggs