

TERMS AND CONDITIONS

Definitions / Interpretation

In these conditions, Silverwoods act as auctioneers and agents for the vendor and the representative of Silverwoods conducting the auction is called "The Auctioneer". Any reference to Silverwoods shall include a reference to its employees and agents from time to time. Words importing one gender include all other genders and words importing the singular include the plural and vice versa. Reference to a person includes an individual, firm, corporation (limited or unlimited) or any other body. The clause headings are not to be taken into account in the construction and interpretation of these Conditions.

General

Whilst Silverwoods make every effort to ensure the accuracy of their catalogue 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 vendor with all faults, imperfections and errors of descriptions.

(b) Silverwoods 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 vendor so to certify and in such cases Silverwoods do so as agents of the vendor 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 Silverwoods, unless they have been instructed in writing by the vendor so to certify and in such cases Silverwoods 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 Silverwoods within ten days of the day of the sale

The Auction

(a) The Auctioneer has 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. He may bid on behalf of the vendor 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 Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or to reoffer 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 vendor. Where there is no reserve price but not otherwise) the seller has the right to bid either personally or by anyone person (who may be the Auctioneer)

(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 Auctioneer from the rostrum prior to any bid being accepted for the lot

Rescission

Notwithstanding any other terms of these Conditions, if within three years after the sale Silverwoods have received from the buyer of any lot notice in writing that in his view the lot is a deliberate forgery and within one month after such notification the buyer returns the same to Silverwoods in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the buyer, satisfies Silverwoods 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 Silverwoods will reimburse the buyer for the amount paid for the relevant lot within seven days of the vendor refunding to Silverwoods the amount paid to the vendor in respect of the lot. In the event of a dispute then the matter shall be settled by arbitration, the arbitrator to be nominated by the President of the Royal Institution of Chartered Surveyors. Both the buyer and the vendor agree to be bound by the decision. Payment of costs of arbitration shall be determined by the arbitrator.

Default

Silverwoods disclaim responsibility for default by either the buyer or the vendor because they act as agents for the vendor only and therefore do not payout to the vendor 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.

Private Treaty

In the event of a sale by private treaty the buyer agrees to be bound by these Conditions and any Special Conditions advised to the buyer before the sale

Instructions

As Silverwoods are auctioneers, all goods delivered to Silverwoods premises will be deemed to be delivered for sale by auction unless otherwise stated in writing and will be catalogued and sold at Silverwoods discretion and accepted by Silverwoods subject to all the Sale Conditions.

By delivering the goods to Silverwoods for inclusion in their auction sales each vendor acknowledges that he has accepted and agreed to be bound by all these Conditions.

Loss or Damage

Silverwoods disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods unless caused by the direct negligence of their employees when Silverwoods maximum liability shall be limited to the purchase price paid by the buyer for those goods.

Storage

Silverwoods reserve the right to store or arrange for the storage (either on their own premises or elsewhere at their sole discretion) of goods delivered to them for sale and/or sold by them. The vendor or buyer as appropriate shall be liable for all and any charges payable for storage, transport and insurance of such goods.

Right To Sell

Buyers will incur charges for storage in respect of goods left on Silverwoods premises or in the custody of Silverwoods or their appointed storage contractor. If the buyer has been requested to remove such goods but the goods are not removed within seven days of such request, Silverwoods reserves the right to sell the goods without further reference to the buyer to defray such charges incurred. The maximum liability which there may be on the part of Silverwoods to the buyer in respect of any loss arising from any such sale shall be restricted to the price paid by the buyer for the goods.

Reserves

All goods are put up for sale WITHOUT RESERVE at the Auctioneers discretion unless written instructions as to reserves are received by Silverwoods prior to the commencement of the sale.

Indemnity

The vendor shall duly indemnify Silverwoods against any claims in connection with any goods sold by Silverwoods on the vendor's behalf.

Value Added Tax

A vendor who sends for sale by auction or private treaty any item which is an asset of his business must disclose to Silverwoods and the Auctioneer whether or not he is a registered person for Value Added Tax purposes in the UK or any other AEU country and if so, declare his registered number and whether or not he intends to operate the special scheme for second hand goods. This information must be supplied to Silverwoods on, or prior to, the items being consigned to Silverwoods.

Vendor Authorisation

The vendor authorises Silverwoods to deduct commission and expenses at the stated rates from the hammer price and acknowledges Silverwoods right to retain any premium payable by the buyer to Silverwoods.

Rights to Photographs and Illustrations

The vendor gives Silverwoods full and absolute right to photograph and illustrate any lot placed in its hands for sale and to use such photographs and illustrations and any photographs provided by the vendor at any time at its absolute discretion (whether or not in connection with the auction). The buyer gives absolute right to use at any time any photographs and illustrations of lots sold at auction or privately at its absolute discretion (whether or not in connection with the auction). In addition to the above the attention of all bidders and buyers is drawn to the following clauses which principally concern buyers and to other notices and information in the catalogues.

Inspection

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

The Purchaser

The highest bidder acknowledged as such by the Auctioneer will be the buyer. If any dispute arises, the Auctioneer shall have absolute discretion to settle the matter. The Auctioneer shall rule the bidding and no bid shall be retracted. The Auctioneer reserves the right to refuse any bid. Purchases made on behalf of a third party are entirely the responsibility of the bidder in the room. The Auctioneer reserves the right to bid on behalf of the vendors for any lot and to withdraw, consolidate or divide any lot or lots.

All email bids will be confirmed as received by Silverwoods. If confirmation not received, then bidder to contact Silverwoods.

A buyers premium of 15% of the hammer price is payable on each lot subject to VAT at the current rate. The Auctioneers margin scheme allows auctioneers to sell items without VAT on the hammer price. Under the Auctioneers Margin Scheme an amount equivalent to VAT at the current rate is added to the buyer's premium. This amount cannot be refunded. The VAT element will not be shown separately on the buyers invoice.

Methods of payment are by cash (to a maximum of £9000), debit cards and cheques supported by a guarantee card. Visa and MasterCard are also accepted subject to a 1.5% surcharge of the total invoice amount. No goods will be released to buyers unknown to Silverwoods without adequate references or before their cheques have cleared.

Online Bidding

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.

In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Silverwoods of Lancashire you:

1. Authorise Silverwoods of Lancashire, 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 Silverwoods of Lancashire through www.the-saleroom.com and agree that Silverwoods of Lancashire are entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale.

Property and Risk

Legal title will not pass to the buyer until the lot(s) has been paid for 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 names and permanent address and if called upon to do so by the Auctioneer shall forthwith pay to Silverwoods such proportion of the purchase price as Silverwoods or the Auctioneer may require. If the buyer fails to do so, the lot may at the Auctioneer's sole discretion be put up again and re-sold.

Bidders Status

Every bidder shall be deemed to act as principal unless there is in force prior to the sale a written acknowledgement by Silverwoods that he acts as agent on behalf of a named principal.

Removal of Goods

- (a) No purchase shall be claimed or removed until it has been paid for in full
- (b) If the buyer fails to comply with any of these Conditions, Silverwoods reserves the right to refuse to accept any bids made by or on behalf of the defaulting buyer at any future sales or to require the client to deposit in respect of any potential purchase such an amount in cash as Silverwoods in its absolute discretion deems appropriate before any bids are accepted from that client in any subsequent sale.
- (c) Arrangements are made with storage contractors for storage and collection of furniture, some associated items and pictures. Please see details of the conditions for such storage and collection which are shown separately in the catalogues for those sales to which these arrangements apply.
- (d) Silverwoods can if required arrange delivery of small items at the full cost of the buyer.

Third Party Liability

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

Consumer Protection Act 1987

Post 1950 upholstered items must bear the relevant fire retardant label stating that the lining and covering of such item complies with the current fire regulations.

Electrical goods must have approved wiring with 13 amp insulated plug. Heaters/fires must have approved guards.

We can not accept the following:

- gas appliances
- oil and paraffin heaters
- crash helmets
- foam filled items
- prams, pushchairs and baby items
- modern non collectors toys