

ASTON'S TERMS & CONDITIONS OF SALE

GENERAL

The representative of **Aston's Auctioneers & Valuers Limited** conducting the sale is called the "Auctioneer".

These conditions alone govern the sale of each lot by the vendor to the buyer and all other conditions, warranties or terms whether express or implied by statute or common law are excluded.

The Sale of Goods Act 1979 does not apply to any auction conducted by **Aston's Auctioneers & Valuers Limited**.

Each lot is put up for sale subject to any reserve price placed by the vendor. It is the vendor's right to bid personally up to the reserve price, or to appoint one person (who may be the **auctioneer**) to do so on their behalf.

For all purposes of sale the **Auctioneer** shall be deemed to be the agents of both the vendor and the buyer and may in the case of lots upon which there is a reserve price, exercise the right to bid on behalf of the vendor.

As agent the **Auctioneer** cannot be responsible for any default by either the vendor or buyer.

The **Auctioneer** reserves the right to re-sell any lot after the fall of the hammer in the case of any dispute or discrepancy. The **auctioneer's** decision in cases of dispute will be final.

Any person on the premises of the sale shall be deemed to be there at their own risk. No under-18s are allowed on the premises of the sale.

BUYERS

All patrons proposing to bid MUST register by completing the correct forms at reception, providing photographic ID and/or proof of address when asked, and obtaining a bidding number. Failure to do so will mean the **auctioneer** cannot accept a bid.

Aston's Auctioneers & Valuers Limited reserves the right to refuse registration to any person without giving a reason.

Each successful buyer must pay the full amount by cash or card, including buyer's premium, to **Aston's Auctioneers & Valuers Limited** on the day of the sale.

Each buyer, by making their final bid for a lot acknowledges that they have satisfied themselves before bidding as to the physical condition of the lot and whether the lot is damaged or has been repaired, as NO REFUNDS CAN BE GIVEN WHATSOEVER.

The buyer becomes responsible for each lot from the fall of the hammer.

Each lot is sold with all faults, imperfections and errors of description. Neither **Aston's Auctioneers & Valuers Limited** nor the vendor are responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.

All statements in the sale catalogue or elsewhere including any verbal statements made by the staff of **Aston's Auctioneers & Valuers Limited** are statements of opinion only, and are not to be taken as being or implying representations of fact.

Payment is by Cash, Credit Card or Debit Card. Credit Card payments carry an additional surcharge equal to 2% of the whole bill.

All lots must be cleared on the day of the sale unless otherwise agreed with the **Auctioneer**. Due care must be taken when removing lots and any parties causing damage to the property will be held responsible for any repair costs incurred.

Buyers will be charged a storage fee of £1+VAT per lot per day for goods left on the premises if they have been requested to remove them and if the goods are not removed within seven days of such request. **Aston's Auctioneers & Valuers Limited** reserves the right to sell the goods without reserve to defray costs and storage charges.

Precious Metals:

Aston's Auctioneers & Valuers Limited do not test any of the precious metals offered for sale. Any items described as 'Gold' or 'Silver' have been described as such based on a correct and recognised Hallmark being present.

All electrical items with a standard UK plug/power lead have been subjected to a Portable Appliance Test. No items have been tested to check if they are in working order and all items are sold as seen. Items which qualify for a PAT test will display either a PASS or FAIL sticker. Items bearing a FAIL sticker **must be fixed and checked by a qualified electrician prior to use**. Items which are missing their original power lead will automatically be assigned a FAIL.

Bid Increments:

Standard bid increments will be as follows: £5 up to £100; £10 up to £200; £20 up to £500; £50 up to £1000; £100 up to £2000; £200 up to £5000; £500 thereafter. Other increments may be used at the **auctioneer's** discretion.

Cataloguing abbreviations:

M or Mint – The item is in perfect condition.

NM or Near Mint – Almost perfect, any imperfections will be extremely minor.

E or Excellent – The item will have had very careful use, with only small imperfections.

VG or Very Good – This may be used to describe items with a condition somewhere between Excellent and Good.

G or Good – The item will have had more use, showing obvious imperfections.

F or Fair – The item will have heavy signs of wear, showing major imperfections, and may include repainted/restored items.

P or Poor/Playworn – The item will be in a very distressed condition, with many faults. W/O or Working Order – This may be used to describe a Battery Operated or Clockwork/Mechanical item which has been tested by us and appears to work correctly.

A/F or As Found – The item will be in an incomplete, damaged or restored state.

S/D or Slight Damage – The item has minor damage which may or may not be repairable.

LIVE INTERNET & COMMISSION BIDDING

Viewing and Condition Reports:

All auctions conducted by **Aston's Auctioneers & Valuers Ltd.** have designated viewing times during which the lots offered for sale can be inspected by prospective buyers. Photographs and brief descriptions of lots can be viewed online for many of our sales, but it must be noted that there is an 'opportunity to view' for all buyers and as such the buyer is still responsible for satisfying themselves as to the physical condition of the lot prior to bidding. For potential buyers who are unable to travel to the saleroom we offer a professional 'Condition Report' service – i.e. we can provide a detailed written description of the lot to assist the buyer in their decision to make bid.

Bid Increments:

Commission bids and Live Internet bids must conform strictly to the aforementioned increments for technical reasons. Commission bids which do not conform will be rounded down to the nearest correct increment.

Payment:

Payment for successful commission or live internet bids is by cash or card and must be made within 7 days of the auction.

Shipping:

Aston's Auctioneers & Valuers Ltd. have an in-house packing and shipping service. Charges vary – please ask for a quote **before** bidding if you do require this service. Please note that some items cannot be shipped for insurance reasons.

VENDORS

All goods will be held insured against the risks of fire, burglary and water damage, for which **Aston's Auctioneers & Valuers Limited** will charge a premium of 1% subject to VAT. The value of the goods so covered shall be the gross amount realised, or in the case of unsold lots the highest bid, or in the case of lots prior to a sale that which the specialised staff of **Aston's Auctioneers & Valuers Limited** shall in their absolute discretion, estimate to be the auction value of goods.

Vendors will be charged a storage fee of £1+VAT per lot per day for goods left on the premises if they have been requested to remove them and if the goods are not removed within seven days of such request. **Aston's Auctioneers & Valuers Limited** reserves the right to sell the goods without reserve to defray costs and storage charges.

Aston's Auctioneers & Valuers Limited reserve the right to store or arrange the storage of goods delivered to them for sale on their own premises or elsewhere at their sole discretion. They exempt themselves from any liability for loss or damage to goods delivered to their salerooms without sufficient sale instructions.

Aston's Auctioneers & Valuers Limited disclaims all responsibility for loss or damage of goods or for unauthorised removal of goods unless caused by negligence of their employees.

All goods are put up for sale without reserve at the discretion of the **Auctioneer**, unless **Aston's Auctioneers & Valuers Limited** receives written instructions as to reserve prior to the commencement of the sale.

The **Auctioneer** may on any lot, sell at up to 10% below the reserve price at his absolute discretion UNLESS a 'fixed reserve price' has been specified. The **Auctioneer** reserves the right to sell any unsold lot after the auction date for the reserve price.

Any lots bearing a reserve that fail to sell and are not collected by the vendor within 7 days of the sale will be automatically entered into the next available auction with any reserves reduced by 50%.

Unreserved lots that fail to sell and are deemed to have no saleable value will be automatically disposed of or where possible donated to a local charity.

Furthermore it is the sole responsibility of the vendor to contact the **Auctioneer** regarding sale results and to ensure that unsold lots are collected. Unless notified otherwise, **Aston's Auctioneers & Valuers Ltd.** will take the appropriate action with unsold lots as detailed above.

The vendor will duly indemnify **Aston's Auctioneers & Valuers Limited** in connection with any goods sold on the vendor's behalf.

Settlement is a minimum of 21 days after completion of sale, less auction charges, provided the buyer has paid us. If an e-mail address and bank details are not provided, we can send sale notifications by post and make payment by Cheque. Due to the postal and bank charges involved this service incurs an additional cost of £3.60 inc. VAT per sale

All catalogued lots withdrawn prior to auction will incur a fee equal to 10% of the lower estimate or 10% of the reserve price, whichever is highest, plus a £10 fixed fee per lot.

The vendor agrees to pay all costs relating to packing and transporting lots to the saleroom and/or returning them.

CHARGES SUMMARY

Buyer's Premium	20% of sale price +VAT
Live Internet Bidding Surcharge	3% of sale price +VAT
Credit Card Surcharge	2.5% of total bill (inc. VAT)

Lots bearing VAT code V - VAT applies to the hammer price
Lots bearing VAT code M - No VAT payable on the hammer price

Basic Vendor's Commission	17% of sale price +VAT
Entry Fee	£2 +VAT per lot
PAT Testing	£3 +VAT per item
Cheque & Postal Notification surcharge	£3+VAT per sale