

# Auction Rules and Conditions of Sale

## Vendors:

1. Vendors must submit their name and address and full details of each lot, with a reserve price for offer at auction. Catalogue numbers should specify the catalogue used.
2. Vendors should note that while material is in the hands of the Auction Organisers it is not covered by insurance. While every effort is made to ensure safekeeping of material, from the time it is handed to the Auction Organisers until sold or returned to the vendor, they cannot be held responsible for any loss or damage thereto.
3. The Auction Organisers reserve the right to modify the description of any lots in their catalogue to avoid any confusion which may arise, or withdraw items from the final sale if necessary.
4. Unless otherwise indicated, each lot is sold as genuine and properly described.
5. A commission of 10 per cent will be charged to vendors, but there will be no charge or VAT added to the purchase price of any lots.

## Auction

6. The highest bidder for each lot shall be the purchaser thereof. If any dispute arises as to the highest bidder, the Auctioneer shall determine the dispute and may resell the lot concerned.
7. The bidding and advances shall be regulated by, and at the discretion of, the Auctioneer. Bidding will normally commence at about 2/3rds of the estimated value of the lots or at the reserve price. Bidding stages will be :-
  - i. by 50p up to £5
  - ii. by £1 over £5 and up to £20
  - iii. by £2 over £20 and up to £50
  - iv. by £5 over £50The Auctioneer reserves the right to refuse a bid.
8. The Auctioneer reserves the right to bid on behalf of clients and vendors, but shall not be liable for errors or omissions in executing instructions to bid.
9. The Auctioneer reserves the right before or during a sale to group together lots belonging to the same vendor, or to split up and/or withdraw any lot or lots.
10. The Auction Organisers shall not be liable for any default of the purchaser or vendor.

## Purchasers

11. Further information on specific lots may be made available by arrangement with the Auction Secretary.
12. Postal bids shall be made by forwarding the postal bid form to the address thereon, to arrive before the day of the auction.
13. Each lot shall be at the purchaser's risk from the fall of the hammer.
14. Each purchaser at the sale will be required to provide the Auction Organisers with his or her name, to pay in full, and to take away all purchases at the end of the auction.
15. For successful postal bidders:
  - a) Lots must be paid for in full within 14 days of receipt of notification of the amount due (which will include postage and packing where appropriate) and before the lots are dispatched.
  - b) Physically large lots must be collected, and arrangements should be made via the Auction Secretary.Postal bidders who do not succeed with any of their bids will not be advised unless a SAE is enclosed with their bids.
16. Payments may be made in cash or by cheque only.
17. If any purchaser fails to comply with the foregoing conditions, such lots may be put up for auction again or sold privately. If upon such resale a lower price is obtained, the difference in price shall be made good by the purchaser in default on the first sale.
18. If, after the sale, the purchaser of a lot shall prove it to be not genuine or wrongly described, the purchaser shall be at liberty to reject the lot, provided he or she:
  - a) being within the United Kingdom, within seven days (or, being overseas, within a reasonable time) of the date of the sale gives notice in writing to the Auction Secretary of intention to question the genuineness or description of the lot, and
  - b) within 30 days of the sale (or, in exceptional cases, such longer time as allowed by the Auction Secretary for expertising) returns such lot to the Auction Secretary.NOTE: The onus of proving a lot to be not genuine or wrongly described lies with the purchaser.  
The inability of an Expert Committee to give a definite opinion will not discharge such onus.
19. No lot may be rejected if subsequent to the sale it has been immersed in water or treated by any other process unless the Auction Secretary's permission to do so has first been obtained.
20. Lots stated to contain collections and/or undescribed stamps must be taken with all faults and errors as to numbers (if any), and by reason of the foregoing a purchaser of such a lot shall have no right to reject it.

## General

21. The current Philatelic Auctioneers' Standard Conditions of Sale will, as applicable, apply to matters not set out above.