

**WELSH AUCTIONS
TERMS & CONDITIONS OF SALE**

GENERAL

1. The representative of Welsh Auctions 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.
2. The Sale of Goods Act 1979 does not apply to any auction conducted by Welsh Auctions.
3. 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.
4. 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.
5. As agent the Auctioneer cannot be responsible for any default by either the vendor or buyer.
6. The Auctioneer reserves the right to re-sell any lot after the fall of the hammer in the case of any dispute or discrepancy.
7. 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.
8. No under-16s are allowed on the premises of the sale.

BUYERS

9. All patrons proposing to bid MUST register by completing the correct forms on i-bidder, Failure to do so will mean the auctioneer cannot accept a bid.
10. Welsh Auctions reserves the right to refuse registration to any person without giving a reason.
11. Each successful buyer must pay the full amount by cash or card, including buyer's premium, to Welsh Auctions no later than 48 hrs following the close of the auction.
12. 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.
13. 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 Welsh Auctions nor the vendor are responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.
14. All statements in the sale catalogue or elsewhere including any verbal statements made by the staff of Welsh Auctions are statements of opinion only, and are not to be taken as being or implying representations of fact.
15. Payment is by online via i-bidder, direct to our bank, cash, credit card or debit card. Credit card payments carry an additional surcharge equal to 4% of the whole bill. We only accept card payments in person at our premises and DO NOT take card payments over the telephone.
16. All lots must be cleared within 48hrs of the sale unless otherwise agreed with the Auctioneer.
17. 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.
18. Buyers will be charged a storage fee of £5 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.
19. Welsh Auctions reserves the right to sell the goods without reserve to defray costs and storage charges.

Precious Metals:

20. Welsh Auctions do not test any of the precious metals offered for sale. Any items of 'Gold' or 'Silver' have been described as such based on a correct and recognised Hallmark being present. For the avoidance of doubt, any precious metals being offered for sale will simply be described as "White or Yellow Metal".

Electrical Items

21. Welsh Auctions advise you to check any electrical items before use and would recommend the item being checked by a qualified electrician. Welsh Auctions, its vendors, sellers or buyers can be held responsible for electrical items which fail any test carried out by a qualified electrician or other person qualified or not.

Bid Increments:

22. All lots, unless otherwise stated are sold without reserve. A starting price and bid increment of £2 will apply to all lots. Any lots that carry a reserve will be clearly identified. Lots reaching over £100 will carry bid increments of £5.

Viewing and Condition Reports:

23. All auctions conducted by Welsh Auctions 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.
24. For potential buyers who are unable to travel to the saleroom we offer a '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. However, you must still satisfy yourself as to the physical condition of the item prior to bidding.

Shipping:

25. Welsh Auctions 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

26. All goods will be held insured against the risks of fire, burglary and water damage, for which Welsh Auctions include in the sellers premium.
27. 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 Welsh Auctions shall in their absolute discretion, estimate to be the auction value of goods.
28. Welsh Auctions 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.
29. Welsh Auctions disclaims all responsibility for loss or damage of goods or for unauthorised removal of goods unless caused by negligence of their employees.
30. All goods are put up for sale without reserve at the discretion of the Auctioneer, unless Welsh Auctions receives written instructions as to reserve prior to the commencement of the sale. A fee of £5.00 payable in advance, regardless if the lot sells or not will be charged for lots that carry a reserve. In addition to this charge, our normal sellers commission at the prevailing rate will also apply.
31. 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 will be automatically entered into the next available sale. If the item fails to sell for a second time, then the seller must make arrangements to collect the item within 7 days of the end of the sale. Failure to collect the unsold item will attract a storage fee of £5.00 per lot per day. ANY lots not collected after attracting a £35 storage fee will be sold unreserved to cover any cost or will be disposed of without further notice.
32. The vendor will duly indemnify Welsh Auctions in connection with any goods sold on the vendor's behalf.
33. Settlement is a maximum of 14 days after completion of sale, less auction charges, provided the buyer has paid us in full. 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 £4.50 per sale
34. 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.

CHARGES SUMMARY

35. Buyer's Premium 16% of sale price
Live Internet Bidding Surcharge 4% of sale price (20% total fee).
Credit Card Surcharge 3% of total bill
Basic Vendor's Commission 15% of sale price
Reserve fee £5.00 per lot. Regardless if the lots sells or not. Payable in advance.
£4.50 bank / postal charges if no bank account details provided for payment.
Point 34 above fee if applicable.