

CONDITIONS OF SALE

1. Definitions. In these Conditions The Chippenham Auction Rooms act only as auctioneers and agents for the seller and the representative of The Chippenham Auction Rooms conducting the auction is called the 'Auctioneer'
2. General. Whilst The Chippenham Auction Rooms 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 of combined with any other lot or lots is sold by the seller with all faults, imperfections and errors of description.
 - (b) The Chippenham Auction Rooms do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of and lot unless they have been instructed in writing by the seller to so certify, and in such cases 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 the above are statements of opinion only and are not to be taken as being, or implying any warranties or representations of fact by The Chippenham Auction Rooms unless they have been instructed in writing by the seller so to certify.
 - (d) Any claim under such statute must be received in writing by the auctioneers within seven of the day of the sale.
3. The Auction
 - (a) The Auctioneers have absolute discretion to divide any lot, to combine and 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 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. The Auctioneer may at his sole discretion determine the advance of the bidding or refuse a bid. If during the auction the Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or re offer the lot.
 - (c) Each lot is put up for sale subject to any reserve price placed by the seller. Where no reserve has been placed the seller has the right to bid either personally or by any one person on his behalf (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.
4. Rescission. Notwithstanding any other terms of these Conditions, if within seven days after the sale The Chippenham Auction Rooms 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 The Chippenham Auction Rooms in the same condition as at the time of sale and by producing evidence, the burden of proof to be on the buyer, satisfies The Chippenham Auction Rooms that considered in the light of the entry in the catalogue is a deliberate forgery then the sale of the lot will be rescinded at the purchase price of the same refunded. The seller and the buyer agree to be bound by The Chippenham Auction Rooms' decision. 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 seller agree to be bound by the decision.
5. Default. The Chippenham Auction Rooms 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 received by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.
6. In the event of a sale by private treaty as with sale by auction both the seller and the buyer agree to be bound by the General and any Special Conditions of Sale.
7. Third Party Liability. Every person on The Chippenham Auction Rooms' premises or premises at which they have a sale at any time shall be deemed to be there at his/her own risk. He/she shall have no claim against The Chippenham Auction Rooms 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 The Chippenham Auction Rooms' employees.

SELLERS CONDITIONS

8. Instructions. As The Chippenham Auction Rooms are auctioneers all goods delivered to The Chippenham Auction Rooms' premises will be deemed to be delivered for sale by auction unless stated in writing and will be catalogued and sold at The Chippenham Auction Rooms without reserve and accepted by The Chippenham Auction Rooms subject to all the Sale Conditions. By delivering the goods to The Chippenham Auction Rooms for inclusion in their auction sales each seller acknowledges that he or she has accepted and agreed to be bound by all these conditions. Unsaleable items will be disposed of without further reference to the seller.
9. Collections. The Chippenham Auction Rooms do not themselves usually undertake the collection of goods but will, if required in writing, instruct a contractor on the seller's behalf in their capacity as agents. The Chippenham Auction Rooms disclaim all responsibility for loss or damage to goods and for damage to premises caused by the contractor who should be insured for such risks. However if The Chippenham Auction Rooms are providing haulage or house clearance services, such responsibility will be theirs. Unless instructions are received to the contrary the charge for these services will be deducted from the proceeds of sale.
10. Loss or Damage. The Chippenham Auction Rooms disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods unless caused by the direct negligence of their employees.
11. Storage. The Chippenham Auction Rooms reserve the right to store or arrange for the storage of goods delivered to them for sale either on their own premises or elsewhere at their sole discretion. They exempt themselves from any liability for loss or damage to goods delivered to the salerooms without sufficient sale instructions and reserve the right to make a storage charge for such goods (unless the loss or damage is caused by the negligence of their employees).
12. Right to Sell. Sellers will be charged for goods left on the premises if the seller has been requested to remove them, and if the goods are not removed within twenty-one days of such request The Chippenham Auction Rooms reserve the right to sell the goods without reserve by private treaty or auction sale without further notice to defray costs and storage charges.
13. Insurance.
 - (a) All goods on The Chippenham Auction Rooms' premises and in their custody will be held insured against the risk of fire, burglary and water damage for which insurance

The Chippenham Auction Rooms will charge a premium of £1 per £100 (minimum £1) plus VAT. The value of the goods so covered shall be the gross amount realised, or in the case of unsold lots the best bid, or in the case of loss prior to sale, the reserve price. When no reserve has been fixed, at that price which the staff of The Chippenham Auction Rooms shall at their absolute discretion estimate to be the auction value of such goods.

- (b) The Chippenham Auction Rooms shall not be responsible for damage to or the loss, theft or destruction of any goods not so insured upon the owner's instructions.
 - (c) The Chippenham Auction Rooms shall not be responsible for accidental breakage, loss or damage unless directly caused by negligence of their employees.
 - (d) In respect of any article delivered to The Chippenham Auction Rooms if the seller has in force a policy or policies of insurance in which the article is specifically mentioned as being insured whether or not for an agreed sum or value, the seller shall notify his insurers of, and shall himself note The Chippenham Auction Rooms interest as bailee's in such policy or policies
 - (e) The Chippenham Auction Rooms reserve the right to settle any legitimate claim by their own methods, not necessarily through their insurers.
 - (f) Accidental damage and breakages by persons attending viewing or sale day must be paid for by that person. If they refuse then the auctioneer may forward their address to the seller to effect recovery.
14. Reserves.
 - (a) All goods are put up for sale WITHOUT RESERVE unless written instructions as to reserve are received by The Chippenham Auction Rooms prior to the commencement of the sale using the entry form.
 - (b) In the event of any reserve price not being reached at auction The Chippenham Auction Rooms are empowered to sell after the auction, by private treaty, at not less than the reserve price, as long as the goods remain on The Chippenham Auction Rooms' sale site. In the event of such a sale by private treaty the Conditions of Sale applicable to a buyer governing the auction will apply. The usual commissions will be deducted.
 15. Indemnity. The seller shall indemnify The Chippenham Auction Rooms against any claims in connection with any goods sold by The Chippenham Auction Rooms on the seller's behalf.
 16. Value Added Tax. 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 special scheme covering works of art, etc. This information must be supplied to the Auctioneer on or prior to delivery of the goods.
 17. The seller authorises the Auctioneer to deduct commission and expenses at the standard rate from the hammer price and acknowledges the Auctioneer's right to retain any premium payable by the buyer.
 18. Rights to Photographs and illustration. The seller gives The Chippenham Auction Rooms full and absolute right to photograph and illustrate any lot placed in its hands for sale at any time at its absolute discretion (whether or not in connection with the auction).

BUYERS CONDITIONS

19. 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 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.
20. Property and Risk and Registration. 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 23 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 have given his full names and permanent address and be called upon by the Auctioneer forthwith to pay The Chippenham Auction Rooms 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.
21. Every bidder shall be deemed to act as principal unless there is in force a written acknowledgement by The Chippenham Auction Rooms that he acts as agent on behalf of a named principal.
22. Removal of goods.
 - (a) No purchase shall be claimed or removed until the sale has been concluded, unless permission is given. All lots shall be paid for and removed at the buyer's risk and expense by the end of the sale day, 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 warehousing charge. If they are not paid for and removed within five days of the sale the Auctioneer may re-sell or rescind 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.
 - (b) In the event of any failure of the buyer to comply with any of these conditions the damages recoverable by the seller or the Auctioneers from the defaulters shall include any loss arising on the resale of the lots together with the charges and expenses in respect of both sales and together with interest at 2% above The Bank Base Rate upon the price of any lot which has not been paid for, and any money deposited in part payment shall be held by the Auctioneers on account of the liability of the defaulters to them or to the seller. The Auctioneers are unable to accept payment from successful bidders other than in cash, credit/debit card or by the bidder's own cheque. Cheques drawn by third parties, whether in the Auctioneer's favour or requiring endorsement cannot be accepted.
 - (c) NO GOODS WILL BE REMOVED UNTIL CHEQUES HAVE BEEN CLEARED.
23. Purchase Price. The buyer shall pay the hammer price together with a premium of 10% or 15% (as stated at time of sale) of the hammer price (adjusted for VAT as necessary). The premium attracts VAT at the standard rate and is payable by all buyers. THIS IS SUBJECT TO CHANGE WITHOUT NOTICE.
24. Commission to Bid. The Chippenham Auction Rooms will execute bids on behalf of all intending buyers unable to attend the sale at no charge. The Chippenham Auction Rooms 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 The Chippenham Auction Rooms cannot be held responsible for errors and omissions made in carrying out such bids. Commission bids will not be accepted by persons who have not inspected lots and are subject to all conditions.