

## COMMISSION FORM

TERMS AND CONDITIONS ON REVERSE

Shouler & Son are requested without legal obligation of any kind, to bid on the following lots up to the figure stated. I agree with your conditions of sale printed overleaf and the statement of service below. I understand that in the case of a successful bid a premium of 20% plus VAT will be payable on the hammer price and if the goods themselves are subject to VAT, VAT will be payable on the hammer price.

### SALE DATE

Lot No.	Description	Maximum bid (Excluding VAT & Premium)	Office use

The Auctioneers will endeavour to purchase lots at the lowest reasonable price.  
No additional charge is made for the bidding service apart from the standard 20% premium.  
VAT is payable only on certain goods in each sale, mainly those from commercial vendors.  
Open ended "BUY" commissions are not acceptable. Your maximum bid must be stated.  
We do not undertake to notify successful purchasers. Please telephone to enquire immediately after sale.

Signed

Name:

Address:

Postcode:

Telephone:

Email:

# GENERAL CONDITIONS OF SALE

1. Anybody selling, bidding or buying at our sales is deemed to have read and understood these conditions and to agree to be bound by them.  
In these conditions "we" means Shouler & Son, auctioneers.

## Acceptance of Goods

2. We accept goods for sale subject to payment by the seller of the current scales of commission and charges, and subject to our condition of acceptance for private or trade goods printed on the relevant entry form.
3. If anybody brings to the sale premises any goods or animal which he could reasonably have known to be dangerous, he shall be liable for all injury or loss which we or anybody else may sustain as a result

## Reserve Prices, Order of Sale and Bidding

4. We reserve the right on our own account and on behalf of the seller:-
- to fix a reserve price
  - to accept or ignore bids made by the seller.
  - to bid on behalf of the seller.
  - to re-arrange, consolidate or withdraw any lots or vary the order of sale.
  - without giving any reason to refuse to accept bids of any person.
5. a. The person making the highest accepted bid shall be the buyer, but should we inadvertently sell any lot under a reserve price duly notified to us, we may cancel the sale at any time up to one hour after the end of sale, or until the lot is paid for, whichever happens later.
- b. We will not accept a maiden bid or advance for less than we state from time to time.
- c. A bidder shall not retract his bid
6. If a dispute arises as to any bidding then at our discretion either:-
- the lot to which the disputed bid relates shall immediately be put up again, or
  - we shall determine the dispute and our decision shall be final and binding on all parties
7. Buyers Premium, Artists Resale Right, Value Added Tax
- The buyer must pay to us, a buyer's premium of 20% (together with VAT thereon) in addition to the hammer price, unless otherwise announced.
  - The buyer must pay any Artists Resale Right in addition to the hammer price
  - When announced VAT is payable on the goods in addition to the hammer price.
  - The hammer price means the price at which the lot is knocked down to the buyer.
  - All references to purchase price elsewhere in these conditions are deemed to include any Buyer's Premium and Value Added Tax.

## Payment for and Removal of Lots

8. All lots must be paid for on the day of sale and must be removed no later than noon on the second day of the sale or as such other time as may be announced.
9. In the event of any lots not being paid for on the day of sale or removed within the time allowed we may at our discretion:
- charge interest to the purchaser at 5% above the current HSBC base rate
  - charge for storage of goods at £10 plus VAT per lot per day or more depending on size or value
  - rescind the sale and recall such lots, any loss or expense being recoverable from the original buyer.
10. The risk in each lot shall pass to the buyer at the fall of the hammer, but the ownership of each lot shall remain vested with the seller until the lot is paid for.
11. We may stop the buyer removing any lot until he has paid in full for every lot he has bought at the sale.
12. The buyer is responsible for any damage to any other lots or to the sale premises done in the removal of his lots, and shall either repair the same before removing his lots, or pay the estimated cost of doing so, fixed by us or the owner of the premises as appropriate.

## Warranty

13. In so far as the law allows neither we nor the sellers accept any liability for any loss or injury caused by the purchase of any lot. The buyer undertakes to take reasonably practical steps to ensure his purchase will be safe and suitable for use. Because of obsolescence and wear and tear, it is unlikely that goods, bought at auction will be as safe and serviceable as new goods from shops or trade suppliers.
14. We do not claim any expert knowledge of the description, origin or fitness of any lot offered for sale. Where adverts, lot lists or catalogues are prepared, the descriptions are there to help the buyer to find lots in which he might be interested. All lots will be sold with all faults and errors of description, as seen at the time of sale, except that any electrical or mechanical goods announced to be In Working Order at the time of sale but found and notified to us as being faulty before noon on the day following the sale, may be returned by the buyer not later than 24 hours thereafter and the purchase price will be refunded.
15. The buyer ought to inspect the lots before he buys. If he buys without inspection he does so at his own risk. If in any case we display a sample, we give no warranty as to the condition or consistency of the rest of the lot.
16. In this condition a Deliberate Forgery means a lot made with the intention to deceive when compared to its description on the entry form or catalogue or at the time of sale, and which at the date of sale had a value substantially less than it would have had, if it been in truth how it was described. Notwithstanding any other Condition of Sale, if within 5 days of the sale of any lot the Buyer delivers written notice to us that in his opinion it is a Deliberate Forgery, and within 14 days of such notice, returns the lot to us in the same condition as it was at the time of sale and produces evidence (the burden of proof being on the Buyer) which satisfies us that the lot is a Deliberate Forgery; then we will rescind the sale and refund the purchase price we have received. This benefit is not assignable. There will however be no such right where the description given at the item of sale was in accordance with the general opinion of experts, or fairly indicates there to be a conflict of opinion. We reserve the right in forming our opinion to consult and rely upon any expert or authority we consider to be reliable.

## Agents

17. Anybody intending to bid shall inform us before the sale if he is going to bid as an agent and shall give us any information we reasonably require. Anybody who buys as an agent shall nevertheless be jointly and severally liable to us with their principal for the purchase price and only matter to do with the sale.