

# CONDITIONS OF SALE

Incorporating Fieldens

**Auction Salesrooms & Estate Office**

**20 Western Approach**

**Plymouth, PL1 1TG**

**Tel: 01752 663341 Fax: 01752 255157**

**Registered in England & Wales No. 4470626**

The highest approved bidder to be the purchaser. The Auctioneer reserves the right of determining in his absolute discretion all disputes regarding the bidding's or any other matter arising under these circumstances.

The Auctioneer reserves the right to bid on behalf of the vendor as often as he thinks is necessary, to vary the order of the sale, to divide, consolidate or withdraw any lot or lots from the sale, and to refuse any persons bid or bidding's should he think fit.

Every purchaser shall, when required, give his/her name and address and pay a deposit and the remainder of the purchase money before the removal of any article from the premises.

**All lots must be cleared not later than one day after the date of sale**, each lot to be taken by the respective purchasers with all faults, deficiencies and errors of description, if any, without abatement of the purchase money or allowance of any sort.

The Auctioneers act as agent only. Each lot, separately or as divided or joined with any lot at the sale at the sole discretion on the Auctioneers, is sold with all faults, imperfections and errors of description, and neither the vendor nor the Auctioneers are responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot. All statements as to any matters are statements of opinion, and are not to be taken as, or as implying, statements of representations of fact. Purchasers are deemed to have satisfied themselves by inspection or otherwise as to all such matters and as to the physical description of the lot. Neither the vendor nor the Auctioneer make or give, nor has any person in the employment of Auctioneers Authority to make or give any representation or warranty.

Each lot to be at the purchasers risk at the fall of the hammer and must be cleared within the required time, the purchaser paying the expense of moving the same. And damage caused by removal or otherwise must be made good by the person committing the same, principles being considered responsible for the acts of their servants. Any purchaser of purchases failing to clear their purchases shall be solely, in consequence of such failing, for all expenses incurred by the Auctioneer, whether it be for damage, cost or removal, resale, or any other expense whatever.

If any purchaser neglect or refuse to comply with the above conditions or any of them, his deposit money (if any) shall be forfeited, and the lot uncleared may, at the option of the Auctioneer be resold without notice, by the public auction or by private contract and any lots occasioned by such re-sale, together with all expenses attending the sale recoverable as for liquidated damages.

The defaulter shall have no claim to any surplus that may arise.

This condition is, however, without prejudice to the right of the Auctioneer to enforce the contract made at this sale if he thinks fit, and entry in the sales book shall be deemed full and sufficient evidence of such contract binding alike upon vendor and purchaser.

## **HEALTH AND SAFETY AT WORK ACT 1974**

The purchaser undertakes to ensure, so far as is reasonable practice that any goods or article purchased which are to be used by persons at work shall be safe without risk to health and property when used.

**GAS AND ELECTRIC ITEMS ARE NOT GUARANTEED AND MUST BE FITTED BY A PROFESSIONAL GAS FITTER OR ELECTRICIAN**