

THAINSTONE SPECIALIST AUCTIONS - GENERAL CONDITIONS OF SALE

A Member of ANM Group Ltd

Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ

1. These conditions together with those set out in the Notice to Purchasers either displayed at the sale or appearing in the Sale Catalogue are the only terms and conditions on which Thainstone Specialist Auctions ("the Auctioneer") as agents for the Vendor will sell goods to a purchaser ("The Buyer") and all other conditions are hereby excluded.
2. (a) The parties to the contract are the Vendor and the Buyer, the Auctioneer acting only as agents for the Vendor, and any dispute will be decided between only the parties;
(b) The parties will be responsible for, indemnify and hold harmless the Auctioneer, its officers and employees for any loss or damage of any kind and including personal injury fatal injury or disease occasioned to or suffered by any person arising out of or in connection with the performance of the contract.
3. The Auctioneer and the Vendor hereby severally exclude liability for any accident or injury, howsoever arising, sustained by any person or persons who may come to the sale premises for any purpose whatsoever except where such accident or injury is caused by the negligence of the Auctioneer or Vendor.
4. (a) Prior to commencement of the sale intending buyers should register their interest with and obtain a bidding number from the Auctioneer;
(b) Immediately following the fall of the hammer the Buyer will if required to do so by the Auctioneer, pay to the Auctioneer in cash or otherwise as the Auctioneer may agree the price of each lot which the Buyer has purchased or such deposit as the Auctioneer may require and will supply the Auctioneer with whatever information the latter may require concerning the identity and address of the Buyer;
(c) Any balance of the price due by the Buyer will be paid to the Auctioneer within 2 working days of the date of sale or on or before the date specified in any applicable Notice to Purchasers;
(d) It is an essential condition that all lots are removed by the Buyer from the premises at which they are sold (subject to the conditions set out in Para 15) within 4 days of the date of the sale or not later than the time and date specified in any applicable Notice to Purchasers;
(e) If the Buyer fails to comply with any condition in this Para 4, the Auctioneer shall re-sell or otherwise dispose of the lot or lots sold to the Buyer in such way and manner as the Auctioneer alone shall decide, any deposit or other sum paid by the Buyer shall be forfeit and the Buyer shall be liable to the Vendor for all loss and for any expense incurred on any re-sale or other disposal of the lot(s).
(f) Without prejudice to any claims that the Auctioneer and/or the Vendor may have against the Buyer for breach of contract or otherwise, the Buyer will be liable from the expiry of the time referred to in Para 4(d) hereof for all expenses incurred in storing and re-selling an/or otherwise disposing of the said lot or lots.
5. At the discretion of the Auctioneer, the Auctioneer may at the request of a buyer bid on behalf of that buyer. Such a bid shall be referred to as a commission bid. Any buyer wishing a commission bid must complete a purchaser's buying order which must be deposited with the Auctioneer no later than one hour before the sale starts. Where a commission bid is accepted by the Auctioneer the Auctioneer shall have no responsibility whatsoever to the buyer in respect of (a) the condition, authenticity or description of the goods in question; or (b) any failure on the part of the Auctioneer to bid on the buyer's behalf or to secure the goods in question.
6. (a) Although the Auctioneer has used its best endeavours to ensure that the description of each lot appearing in any Sale Catalogue is accurate, the Buyer relies upon such descriptions at his own risk and is advised to inspect any lot for which he intends to bid to verify the accuracy of any such description. Unless otherwise stated, no lot in any such Catalogue is sold as new.
(b) The Auctioneer on its own behalf and on behalf of the Vendor hereby excludes all liability for any loss, damage or injury sustained by the Buyer as a result of or in connection with any defect in any lot purchased, any misdescription in any catalogue, any failure in the lot to fulfil any intended use or any damage or loss occasioned prior to the same being removed from the premises where sold but after the passing of risk in terms of Para 12(a).
(c) The Auctioneer does not warrant the Vendor's title to any lot and all lots are sold with only such title as the Vendor may have.
7. The Buyer will by bidding for any lot be deemed
(a) to be satisfied as to its authenticity and condition and
(b) to purchase with note of all (if any) defects with no right to reject the goods after purchase because of any defect or failure in description or condition.
8. The Auctioneer may at its discretion or on the instructions of the Vendor
(a) alter or withdraw any lot up to the fall of the hammer relative to the lot;
(b) withdraw any lot if the highest price bid shall fail to reach the reserve price placed on that lot and
(c) where two or more consecutive lots are similar in quantity and description, offer the second and/or subsequent such lots (or any of them) to the bidder purchasing the first at the same price.
9. Bidding shall be regulated by the Auctioneer in such manner as it may think fit and, without prejudice to the generality of the foregoing, the Auctioneer may, without ascribing any reason therefor, refuse any bid or may itself bid for the lot in question on behalf of any third party.
10. Subject always to any reserve price each lot shall be sold to the highest bidder and if any dispute arises it shall be dealt with in such manner as the Auctioneer may in its absolute discretion determine.
11. The Buyer will pay to the Auctioneer a premium on the hammer price at a rate as displayed in the Notice to Purchasers and to which will be added Value Added Tax at the current rate. The Buyer agrees that the Auctioneer, when acting as agent for the Vendor, may also receive commission from the Vendor.
12. (a) Upon the fall of the hammer all risk passes to the Buyer (who should arrange any insurance considered necessary). The duty of the Auctioneer and/or the Vendor to deliver lots shall be deemed to have been fulfilled when the hammer falls even if a lot is subsequently damaged or if any part thereof is lost.
(b) Property in each lot shall not pass to the Buyer until all obligations imposed on the Buyer under these Conditions have been implemented, it being understood that payment by cheque will not be deemed to have been made until the cheque has been honoured.
13. Unless a sale is notified as Value Added Tax inclusive the price at which the Buyer purchases each lot will be exclusive of Value Added Tax which will, when due, be added to the price at the appropriate rate.
14. The Vendor or any agent acting on its behalf may bid for any lot or lots offered for sale at the Auction, in which case the premium referred to in condition 11 hereof will be applied.
15. (a) The Buyer will not be permitted to remove any lot from the sale premises until all purchase monies have been paid;
(b) Subject to 15 (a) hereof the Buyer will only be permitted to remove lots from the sale premises with proof of purchase.
(c) If any party claims possession of or title to all or part of a lot prior to its removal from the sale premises, the Auctioneer reserves the right to either rescind the sale or permit removal from the premises subject to such conditions as it may decide and
(d) The entry of the Auctioneer in the sale roll will (except for manifest error or omission) be conclusive evidence of the identity of the Buyer and the price of any lot.
16. The Buyer will be responsible for all damage that it, its carriers or its agents may do to the property of any third party (and in particular to the sale premises where sold) in removing the lot(s) purchased. If, in the Auctioneer's opinion, removal of any lot or part may occasion damage to the sale premises, or any other damage which the Buyer does not agree to make good, the Auctioneer may by notice to the Buyer rescind the sale of such lot. Alternatively the Auctioneer may require the Buyer to deposit such sum of money with the Auctioneer as it may decide by way of caution for the cost of making good any such damage.
17. The Buyer shall not require delivery of any lot(s) outside normal business hours and without prejudice to Para 4(d) delivery must be taken within a reasonable time following payment in full. In determining what is a reasonable time allowance will be made for all relevant contingencies which may arise other than the negligence of the Vendor or the Auctioneer, and in particular but without prejudice to the generality of the foregoing, for any suspension or failure of material services, civil commotion, strike or other industrial action, or other impediment to normal delivery outside the control of the Vendor or the Auctioneer. Neither the Vendor nor the Auctioneer shall be required to incur any expense towards overcoming any such impediment unless the Buyer shall meet such expense and there will be no obligation on the Auctioneer to take any legal proceedings for the removal of any impediment to delivery of lot(s).
18. Where any goods purchased by the Buyer can be used in a working environment it will be the responsibility of the Buyer to ensure that the use of such goods does not contravene the statutory provisions governing such use and by taking delivery the Buyer will free and relieve the Auctioneer and the Vendor of all liability in respect of such use.