

TERMS & CONDITIONS

1. **THE AUCTIONEERS:**

In these conditions, Chrystals Auctions act as Auctioneers and Agents and are called Chrystals Auctions and the Representative of Chrystals Auctions conducting the Auction is called "The Auctioneer"

2. **GENERAL**

While Chrystals Auctions make every effort to ensure the accuracy of their catalogues and the description of any lot:-

- a) Each lot is sold by the seller thereof with all faults and defects therein and with all errors of description and is to be taken and paid for whether genuine and authentic or not and no compensation shall be paid for the same.
- b) Chrystals Auctions act as Agents only and neither they nor the seller are responsible for any faults or defects in any Lot or the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness, provenance or condition of any Lot.
- c) All statements in the catalogues, advertisements or brochures of forthcoming sales, as to any of the matters specified in (b) above are statements of opinion, and are not to be relied upon as statements or representations of fact, and intending purchasers must satisfy themselves by inspection or otherwise as to all of the matters specified in (b) above as to the physical description of any Lot, and to whether or not any Lot has been repaired.
- d) The Seller or Chrystals Auctions do not make or give, nor has any person in the employ of Chrystals Auctions any authority to make or give, any representation of warranty.
- e) In any event neither the Seller nor Chrystals Auctions are responsible for any representation of warranty, or for any statement in the Catalogues, Advertisements or Brochures of forthcoming sales.
- f) All conditions, notices, descriptions, statements and other matters in the Catalogues 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.

3. **THE AUCTION**

- a) Chrystals Auctions shall have the absolute right, at sole discretion, to refuse admission to auction premises or attendance at its Auctions by any person.
- b) Chrystals Auctions have absolute discretion to divide any Lot, to combine any two or more Lots or to withdraw any Lot or Lots from the sale, to refuse bids, regulate bidding or to cancel the sale without in any case giving any reason or without previous notice. Chrystals Auctions may bid on behalf of the Vendor for all goods which are being offered subject to reserve or at the Auctioneer's discretion.
- c) The highest bidder shall be the buyer at the "hammer price" any dispute shall be settled at Chrystals Auctions absolute discretion. Every bidder shall be deemed to act as principal unless there is in force a written acknowledgement by Chrystals Auctions that they act as agent on behalf of a named principal.
- d) Chrystals Auctions shall regulate the bidding and shall have the right to refuse any bid which does not exceed the previous bid by such proportion as the Auctioneer shall in his absolute discretion direct.

RESCISSION

Notwithstanding any other terms of these Conditions, if within seven days after the sale Chrystals Auctions have received from the buyer of any Lot, notice in writing that in their view the Lot is a deliberate forgery and within fourteen days after such notification the buyer returns the same to Chrystals Auctions in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the buyer, satisfies Chrystals Auctions, that considered in the light of the entry in the Catalogue the Lot is a deliberate forgery then the sale of the Lot will be rescinded and the purchase price of the same refunded. The Vendor agrees to be bound by the Chrystals Auctions decision.

DEFAULT

Chrystals Auctions disclaim responsibility for default by either the buyer or the Vendor and therefore do not pay out to the Vendor until payment is received from the buyer. Instructions given by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.

4. **THIRD PARTY LIABILITY**

Every person on the Chrystals Auctions premises at any time shall be deemed to be there at his or her own risk. He/she shall have no claim against Chrystals Auctions in respect to any accident which may occur or injury, damage or loss howsoever caused.

5. **VENDORS CONDITIONS**

As Chrystals Auctions are Auctioneers, all goods delivered to Chrystals Auctions premises will be deemed to be delivered for sale by Auction unless otherwise stated in writing and will be sold at Chrystals Auctions discretion, at any of their salerooms and accepted by Chrystals Auctions subject to these conditions. By delivering the goods to Chrystals Auctions for inclusion in their Auction sales, each Vendor acknowledges he or she has accepted and agreed to be bound by these conditions.

6. **COLLECTIONS**

Goods collected by Chrystals Auctions are at the sole risk of the Vendor while in transit to the saleroom. Chrystals Auctions will, if required, instruct a removal firm to collect goods on behalf of the Vendor. Chrystals Auctions disclaim all responsibility for loss or damage to goods by the contractor, and all claims of whatsoever nature including the unauthorized removal of goods and for damage to premises caused by the contractor.

LOSS OR DAMAGE

Chrystals Auctions disclaim all responsibility for loss or damage to goods or for unauthorized removal of goods unless caused by the negligence of employees.

7. **STORAGE**

Chrystals Auctions 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. Chrystals Auctions is exempt from any liability for loss or damage to goods delivered to their premises without sufficient sale instructions.

8. **UNSOLD GOODS**

Vendors will be charged for goods left on the premises if the Vendor has been requested to remove them and if the goods are not removed after such request Chrystals Auctions reserve the right to sell the goods to defray costs and storage charges.

9. INSURANCE

- a) Unless otherwise instructed in writing all goods on Chrystals Auctions premises and in their custody will be held insured against fire, burglary and water damage for which Chrystals Auctions will charge a premium of £1 per £100 (minimum 10p). The value of the goods so covered shall be the gross amount realized, or if damaged prior to the sale the reserve price or Chrystals Auctions estimated value.
- b) Chrystals Auctions shall not be responsible for damage to or the loss, theft or destruction of any goods other than as stated in 9a not so insured upon the owner's written instructions.
- c) In respect of any article delivered to Chrystals Auctions, if the Vendor 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 Vendor shall notify his insurers who must note Chrystals Auctions interest as Bailees in such policy or policies.

10. RESERVES

- a) All goods are put up for sale WITHOUT RESERVE unless written instructions as to reserve are received by Chrystals Auctions prior to the commencement of the sale. Reserves given by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.
- b) The Seller shall not bid for his/her property, not employ any person to bid for him/her and Chrystals Auctions alone shall have the right to bid on behalf of the Seller up to the amount of the reserve.
- c) In the event of any reserve price not being reached at Auction, Chrystals Auctions are empowered to sell after the Auction, by Private Treaty at not less than the reserve price or a price fixed at the Auctioneer's discretion.

11. INDEMNITY

The Vendor shall duly indemnify Chrystals Auctions against any claim in connection with any goods sold by Chrystals Auctions on the Vendors behalf.

12. VALUE ADDED TAX

A Vendor who sends for sale by Auction any chattel(s) which is an asset of his/her business must disclose to Chrystals Auctions whether or not he is a registered person for Value Added Tax purpose 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 Chrystals Auctions on or prior to delivery of the goods.

13. COMMISSION AND CHARGES

Normal selling commission is 15% + VAT.
Administration fee per Lot £2 + VAT.
Normal buyer's premium 12.5% + VAT.
(For insurance charges see Paragraph 9)

14. INSPECTION

Ample opportunity is given for inspection and each purchaser by making a bid for a Lot acknowledges that he has satisfied himself fully before bidding by inspection or otherwise as to all the Sale Conditions, the physical condition of an description of the Lot including but not restricted to whether the Lot is damaged or has been repaired.

15. RIGHTS TO PHOTOGRAPHS AND ILLUSTRATIONS

The Seller gives Chrystals Auctions full and absolute right to photograph and illustrate any Lot placed in their hands for sale and to use such photographs and illustrations and any photographs and illustrations provided by the Seller at any time at their absolute discretion (Whether or not in connection with the auction).

16. AGENCY AND GENERAL

- a) Chrystals Auctions act as agents only and they disclaim responsibility for default by either Buyer or Seller.
- b) Whilst the interests of prospective buyers are best served by attendance at the Auction, Chrystals Auctions will if so instructed execute bids on their behalf, as cheaply as other bids and reserves allow.
- c) Chrystals Auctions accept no responsibility in connection with commissioning of members of staff to bid for Lots on behalf of intending purchasers. Instructions to bid given by telephone are accepted at the senders risk and should be confirmed in writing.
- d) It is the responsibility of all persons leaving bids to ascertain immediately after the conclusion of the sale whether they have been successful.

17. PAYMENT OF GOODS

- a) All Lots shall be paid for and removed at the buyer's risk and expense directly after the sale, all Lots are at the purchasers risk at the fall of the hammer and Chrystals Auctions 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 minimum warehousing charge of £10 per week + VAT. If they are not paid for and removed within seven days of the sale Chrystals Auctions may resell them by Auction or privately without notice to the buyer.
- b) If the buyer fails to comply with any of the above conditions the damage recoverable from the defaulter shall include all loss arising from any re-sale of the Lot together with charges and expenses in respect of both sales, and any money deposited in part payment shall be held by Chrystals Auctions against the defaulter's liability and may be appropriated in settlement or part settlement of the liability.
- c) Goods in transit delivered by Chrystals Auctions following the sale are also at the sole risk of the buyer from the fall of the hammer until delivered.

18. PROPERTY AND RISK

- a) Goods are at the Vendors risk until the fall of the hammer unless arrangements have been made as per Paragraph 9a.
- b) The property in a Lot shall not pass to the buyer until he has paid the purchase price in full but each Lot is at the risk of the purchaser from the fall of the hammer. Each purchaser forthwith give his/her full name and permanent address and if called upon to do so by Chrystals Auctions shall forthwith pay to Chrystals Auctions such proportion of the purchase price as Chrystals Auctions may require. If the purchaser fails to do so the Lot may at Chrystals Auctions sole discretion be put up again and re-sold.
- c) All electrical and mechanical goods are sold without guarantee and at the buyer's risk.
- d) Chrystals Auctions do not give any guarantee for clocks, watches, barometers, lawnmowers, projectors, computers or cameras and purchasers should satisfy themselves as to their condition before purchase.

19. CARS

All Motor Vehicles and Agricultural Tractors which by law require to be licensed are sold as seen and without any warranty whatsoever. Purchasers should satisfy themselves completely as to the condition and road worthiness or otherwise of the vehicle which on the fall of the hammer becomes their sole responsibility.