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Terms & Conditions of Engagement

Definitions for the purpose of these Terms and Conditions of Engagement: Barry L Hawkins are the Auctioneers and the Vendor is the person instructing the Auctioneers to sell goods by auction. The Purchaser is the person who has acquired the goods at an auction. The Auctioneers' Conditions of Sale are on display in the Auction rooms and printed in each catalogue. Vendors are considered to have had notice of these and to have agreed acceptance of the same when requesting the entry of goods for sale in this application.

Upon receipt of a completed Entry Form and delivery of goods to the Downham Market Salerooms items will be entered in the next appropriate or available sale, subject to space. Any subsequent change of sale date will be notified to the vendor.

The Auctioneers reserve the right to catalogue goods as they see fit, determine in which sale these shall be included (i.e. General or Specialist) and refuse any lots considered to be unsaleable or of negligible value. They shall not be held responsible for any expenses or loss incurred thereby or for the postponement or cancellation of sales, for whatever cause.

The Auctioneers act as agents only and do not hold themselves responsible for any default on the part of the Vendors or Purchasers. Furthermore, the Auctioneers give notice that they are not liable for faults or imperfections found with any lot for any errors of description made by the Vendor themselves or persons in their employment but draw special attention to the Misrepresentation Act which reduces the protection given by the customary "Caveat Emptor" clause in Conditions of Sale which in some circumstances make a Vendor liable to a Purchaser in respect of disputed catalogue descriptions (even when made in good faith and innocently).

Compliance with consumer protection legislation.

Low Voltage Electrical Equipment (Safety) Regulations 1989: All electrical appliances submitted for sale must pass the current safety tests conducted by a qualified electrician at the saleroom. Any items failing the test will be rendered unsaleable and/or withdrawn from sale and disposed of. Any costs involved in testing and disposal will be deducted from the Vendor's account. The Auctioneers expressly do not undertake to notify the Vendor of such disposals or to return the goods to the Vendor.

Furniture and Furnishings (Fire) (Safety) Regulations 1988: Upholstered, or partly upholstered furniture, beds and soft furnishings submitted for auction must meet the current safety regulations. (Upholstered or partly upholstered furniture manufactured prior to 1950 is exempt). The Auctioneers will remove offending parts and withdraw non-conforming items from sale and dispose of such items at the Vendor's expense. The Auctioneers expressly do not undertake to notify the Vendor of such alterations or disposals or to return the goods to the Vendor.

General Product Safety Directive 1992: All items offered for sale must be safe for the purposes for which they are designed. (Antiques are exempt). Any item judged by the Auctioneers to be unsafe but repairable or suitable for reconditioning will be labelled as such prior to the sale. Other unsafe goods will be withdrawn from sale and disposed of at the Vendor's expense. The Auctioneers expressly do not undertake to notify the Vendor of such disposals or to return the goods to the Vendor.

Gun Proofing: All guns requiring a Licence submitted for sale must pass the current proofing tests conducted by a qualified gunsmith at the saleroom. Any items failing the test will be rendered unsaleable and/ or withdrawn from sale. A cost of £10 per gun for testing will be deducted from the Vendor's account should proofing be required.

The Auctioneers will be pleased to give pre-sale advice on these matters to avoid unnecessary inconvenience and expense to the Vendor.

The Vendor shall indemnify the Auctioneers against any claims in connection with the goods sold on the Vendors instructions.

The Auctioneers disclaim responsibility for all loss or damage to goods or for unauthorised removal of the same unless directly the result of negligence on the part of one of their employees.

Unless otherwise instructed, in writing, all goods on the Auctioneers' premises and in their custody, will be held insured against the risks of fire, burglary and water damage (but not accidental damage or breakage). The value of goods so covered shall be the gross amount realised or in the case of unsold lots, the best bid made or

the reserve price when the latter has been fixed. Unreserved goods withdrawn prior to or awaiting sale shall be valued by the Auctioneers at their absolute discretion as their estimate of Auction Value.

Vendor's commission is charged on the hammer price at the rate of 17.5% up to £6,000 and thereafter 12% - per Lot, subject to a minimum of £6 per account. Charges for arranging disposal of unsaleable items will be assessed at inspection. VAT (as applicable) will be levied on all fees, charges and expenses at the prevailing rate.

Payment (without interest) will usually be made to the Vendor 14 working days after the sale date, after the deduction of premium, commission, VAT and expenses (where applicable); but the Auctioneers shall not be liable for payment to the Vendor until they themselves receive full payment from the purchaser.

Client Money: Clients' money is defined as any monies received and held by a firm that does not solely belong to it, such as sale proceeds and deposits, auction sale proceeds, etc. The firm closely follows R.I.C.S./CAAV Regulations on protecting clients' monies and operates a number of designated client bank accounts specifically for the depositing of client monies. The current client accounts are maintained at NatWest in Downham Market and are not interest bearing.

Notwithstanding any other of these Terms and Conditions of Engagement, if within 7 days of the sale of any lot the Purchaser gives written notice to the Auctioneers that in his or her opinion it is a deliberate forgery, as defined below, and within 14 days of such notice, returns the lot to the Auctioneers, in the same condition as it was at the time of sale and by producing evidence (the burden of proof being on the Purchaser) satisfies the Auctioneers that the lot is a deliberate forgery; then the Auctioneers will rescind the sale and refund the purchase price received by them (this benefit is not assignable). **The Vendor will also be bound by this condition**

***N.B.** In the context of this guarantee "a deliberate forgery" means a lot made with the intention to deceive when considered in the light of the catalogue entry and which at the date of sale had a value substantially less than it would have had, had it been in accordance with the description. However, there will be no right where the catalogue description at the time of sale, was in accordance with the general opinion of experts, or fairly indicated there to be a conflict of opinion. The Auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.*

Goods withdrawn prior to sale but after cataloguing or valuation, will attract a charge at the rate of 15% of the mid estimate provided by the Auctioneers, plus expenses where applicable, which shall be binding upon the Vendor.

A Vendor may place reserves on any lots by completing the reserve column of the entry form (minimum £5 on table lots & £20 on others). Unless instructed to the contrary, all lots will be sold without reserve or at the Auctioneer's discretion. Lots failing to reach reserve prices may be sold after the sale at or above the reserves.

The Auctioneers reserve the right to dispose of all unsaleable lots which they consider to be of negligible value (not under reserve) without reference to the Vendor and at the Vendor's full expense

Any first-time unsold items will automatically be entered into a future sale with a 30% reduced estimate/ reserve unless you have contacted us within 48 hours of the sale to confirm that you would prefer to collect (N.B. collection must be within 7 days). Repeat unsold items must be collected within 7 days of sale unless agreed otherwise with the Auctioneers - after 7 days a storage charge of between £2 and £10 per day may be incurred.

Barry L Hawkins is a partnership registered in England and Wales, Registered the Estate Office, 15 Lynn Road, Downham Market, Norfolk. A list of members is available at the registered office. You will be contracting directly with Barry L Hawkins Partnership, and not with any individual Member or employee personally. No Member of the partnership or any fee earner can accept personal liability for your work. The legal liability will be the liability of the partnership.