

CONDITIONS OF BUSINESS

(Note the term "The Auctioneers" means Thomson Roddick Auctioneers & Valuers Ltd)

1. Offices

The offices of the Auctioneers Thomson Roddick Auctioneers & Valuers Ltd are situated at: The Auction Centre, Irongray Road, Dumfries, DG2 0JE, telephone 01387 721635, The Auction Centre, Carnethie Street, Rosewell, Edinburgh EH24 9AL, telephone 0131 440 2448 or The Auction Centre, Marconi Road, Carlisle CA2 7NA, telephone 01228 528939 to whom all enquiries should be made.

2. Auctioneer as Agent of Vendor

The Auctioneers act as agents for the Seller herein called "The Vendor" by whom the Auctioneers are authorised to sell such Goods as may have been deposited with them for that purpose. The Buyer acknowledges that any liability arising under these terms are the liability of the Vendor only and not that of the Auctioneers.

3. Auctioneer's Rights

The Auctioneers claim the right of refusing admission to, and ejecting from, the site on which the sale is being held, any person or persons; of regulating the amount of the biddings; of refusing the bid of any person; of altering the arrangement of the lots, selling two or more lots as one lot or in any way they may think proper, also of withdrawing any lot or lots, and of altering or adding to these conditions at the time of the sale. The Auctioneers to be the sole arbitrators in any matter arising during or out of the sale.

4. Third Party Liability

Every person on Thomson Roddick Auctioneers & Valuers premises at any time shall be deemed to be there at their own risk. They shall have no claim against Thomson Roddick Auctioneers & Valuers in respect of any accident which may occur or injury, damage or loss howsoever caused.

5. Client Account

All auction funds received are paid into a separate client account entitled 'Thomson Roddick Auctioneers & Valuers Ltd Client A/C' that is held at Bank of Scotland at 91 High Street, Dumfries DG1 2BN. Should any interest arise from funds in this account then Thomson Roddick Auctioneers & Valuers retain the right to that benefit.

6. Registration

In accordance with the Auctioneers due diligence scheme, all prospective vendors must register their full name, address and VAT status with us in advance of their first consignment. All consignments are offered in accordance with the Vendor Terms & Conditions outlined at the point of delivery or available on request.

7. Settlement

Settlement by cheque is normally posted 21 days after the sale. Where consignments are to be sold in two or more subsequent sales, the proceeds may be amalgamated and payment made after the sale of the entire consignment.

8. Right to bid on behalf of Seller

In the case of lots upon which there is a reserve price the Auctioneers reserve the right to bid on behalf of the seller to one bid beneath the reserve price.

Buyers

9. Registration of Buyers

Prospective buyers will need a Buyer's Number before the purchase of any lot. This can be obtained by registering at Reception. At the discretion of Thomson Roddick Auctioneers & Valuers, some form of personal identification will be required before a number can be issued.

10. Bidding

The Buyer shall be the person making the highest bid which is acceptable to the auctioneers as signified by the fall of the hammer. In the case of a dispute as to the highest bidding during or immediately after the sale of the lot, the auctioneers may if they think fit put the lot up again for sale. The Buyer shall be deemed to be principal unless to the knowledge of the Auctioneers the buyer is acting as agent on behalf of a named principal.

11. Buyer's Premium

Buyer's Premium is charged on the price realized for each lot, whether sold by auction or private treaty, at 17.5% payable by the buyer to Thomson Roddick Auctioneers & Valuers for their own retention. The charge is subject to VAT and non-recoverable (see clause 12).

12. Value Added Tax

Unless otherwise stated in the catalogue, all lots are sold within the Auctioneer's Margin Scheme. VAT will be charged at the current rate on any premiums applicable. This amount will not be shown on the buyer's invoice and cannot be reclaimed.

13. Payment

Before purchases can be collected, the buyer shall pay to the Auctioneers the full purchase price, plus applicable premiums, on the day of sale in a way acceptable to the Auctioneer

- I. Payment by cash enables collection of lots immediately after payment. Cash payments in excess of £5,000 are not accepted.
- II. Payment by cheque:
up to the value of the supporting guarantee card
for larger payments cheques to be cleared before collection of goods, or a Bank Reference supplied.
- III. Payment by Credit Card: Visa and MasterCard credit cards accepted subject to 3% surcharge. Charge subject to VAT.
- IV. Payment by Debit Card: Delta and Switch debit cards accepted – no charge.
- V. Lots purchased online with the-saleroom.com will attract an additional charge for this service in the sum of 3% of the hammer price plus VAT at the rate imposed.

14. Buyer's Liability

The Buyer shall not become the owner of any lot, and the Auctioneer shall have a lien thereon, until the Buyer has discharged the purchase price in full, but after the fall of the hammer the risk of damage or loss to the lot in question shall nevertheless pass to and remain with the Buyer, or if unsold, to the Vendor. In default of full payment, the lot, or lots, may be resold by public/private sale, and the deficiency (if any) together with all expenses attending such resale shall be made good by the Buyer.

15. Absentee Bidding

The Auctioneers are prepared to accept absentee bidding, on the understanding that clients and or their representatives leaving such bids have viewed the lots in question and have satisfied themselves as to the authenticity and condition of each lot. Such bids may be accepted from clients who have not viewed but only on the understanding that items purchased on their behalf will be paid for and removed without question. Bids may be submitted on the Written Bid Forms provided and must be given to the Office Reception no later than half an hour before the commencement of a sale. This service is undertaken free of charge but without responsibility. The Auctioneer may, at their own discretion on your behalf, exceed your commission bid by one bid. The Auctioneers cannot be held responsible for, nor are they connected with, commission bids given to the Auction Room porters. All commission bids must be received by 4pm on the day before the sale. Any bids received after this will be disregarded.

For higher value lots, with a lower estimate of over £150, telephone bids can be arranged. We have a limited amount of lines available to book and the service is offered on a first-come first-served basis. If this service is required then please make arrangements prior to the sale with the Specialist concerned. We will arrange to telephone you a few lots before your lot is due to be offered. Again, this service is undertaken free of charge but without responsibility. Requests for telephone bids must be made by 4pm on the day before the sale. We cannot accommodate phone bid requests on the morning of the sale.

16. Removal of Lots

No lots to be removed until paid for. Failure to remove lots when clear to do so will incur storage charges, levied at £5 per item per day. Each lot to be at the risk of the purchaser on the fall of the hammer and to be taken directly with all faults, defects or errors of description. Buyers are given ample opportunity and viewing time to examine lots to be sold and will be assumed to have done so. They must rely solely on their own skill, knowledge and judgement as to whether lots are fit for any particular purpose and as to compliance with the catalogue description or illustrations. Further, any damage, howsoever caused, in the removal of purchases by the purchaser or any person acting on their behalf, is solely the liability of the purchaser. It remains the responsibility of the buyer to ensure that, before removing a lot, the completeness and condition of the lot is consistent with their invoice and when the item was viewed.

17 .Export of Goods from UK – VAT

If goods, offered within or outside of the Auctioneer's Margin Scheme, are to be exported outside the EC, and the charged VAT is to be reclaimed, we will require express declaration from any prospective exporter prior to sale, or up to one hour after the end of the sale. Advice of a non-EU address is insufficient evidence that lots are to be exported. Any VAT charged on the invoice must be paid in full, along with any administration fees, before goods can be removed. VAT will be refunded upon receipt of the appropriate official documents once the item(s) have been exported. Lots must be exported within 3 months of the date of the sale.

Cataloguing

18.Catalogue Description – All Lots

The Auctioneers undertake that reasonable care has been taken to produce catalogue descriptions that are accurate and reliable but these are necessarily matters of opinion and not to be taken as statements of fact. Although in some instances damage or restoration is noted, generally imperfections are not stated and prospective buyers must satisfy themselves as to the condition and accuracy of description of each lot prior to bidding and to act upon their own judgement. In particular:
Pictures, bronzes etc: Only descriptions commencing with the forename(s) and surname of the artist are in our opinion the work of that particular artist. Any other forms of description are given without warranty as to the origin, authenticity or signature of the artist noted.

Books, Jigsaws, Multi pieced sets incl. Chess sets, Canteens & Table services: Condition and completeness are not generally noted. Buyers are to act upon their own judgement as to whether the lot agrees with the description.

19.Warranties and Implied Conditions Excluded

No warranty is given by the Auctioneers or the Vendor to any prospective Buyer in respect of any lot and all implied conditions or warranties whether imposed by the Sale of Goods Act 1979 or otherwise (except in the case of the Vendor those implied under section 12 of the Sales of Goods Act 1979) are hereby excluded. All lots are sold as shown with all faults, imperfections and errors of description whether expressly identified in the catalogue description or not.

20. Condition Reports

Condition Reports are not warranties. We are pleased to provide e-mail images of items with a guide price over £50, time permitting, for your assessment. If required we will give an honest opinion as to the damage or restoration which is immediately apparent. We can give no guarantee on authenticity, completeness or concealed restoration. We strongly recommend your personal viewing of the item. If purchase is subsequently effected – viewed or not viewed – full liability as to the price, condition, authenticity and suitability is that of the purchaser.

21. Reserves and Guide Prices

Guide prices are solely our opinion of the estimated range of bidding that would offer a chance of success. All items may realize prices above or below our guide price.

22. Soft Furnishings, Fire Safety

All domestic soft furnishings after 1950 must carry appropriate "fire safety" labels in compliance with DTI regulations. Furniture made before 1950 is excluded from the regulations even if it has been reupholstered since the date. Post 1950 furniture may be offered as a work of art on the understanding that it will not be used as furniture in a private dwelling.

23. Motor Vehicles

The Auctioneers give no warranty regarding any vehicle. Vehicles are sold as seen, with all faults and errors of description. Purchasers will be deemed to have inspected the vehicle and all relevant paperwork.

24. Electrical Goods

All electrical goods submitted for sale must pass the current safety tests. Any items failing will be disposed of and the costs deducted from the vendors account. The Auctioneer expressly does not undertake to notify the vendor of such disposal or 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 auctioneer to be unsafe will be withdrawn from the sale and disposed of at the vendor's expense

Collector's Electrical Items

Electrical items noted as "collector's electrical items" within the catalogue are sold on the strict understanding that though originally intended to be operated by mains electricity, are sold untested, without warranty or any guarantee as to safety, serviceability or working order. These items might not comply with current statutory requirements and are offered for sale solely for display purposes or historical interest. The items are not suitable for connection to mains electricity unless they are checked and warranted so by a qualified electrician.

25. Statutory Requirements

It is assumed purchasers have satisfied current legal requirements (e.g. health and safety at work act) prior to purchases. It is expressly brought to bidder's attention that equipment in the sale may not comply with such regulations. Purchasers must satisfy themselves regarding statutory requirements for the uses of any item and no liability shall be accepted by the Vendors or the Auctioneers.

26. Insurance

Property consigned to Thomson Roddick Auctioneers & Valuers for auction is covered by insurance at a charge of 1% of its auction value as assessed by the Auctioneers, against loss or damage. Cover is provided for lots from the point of delivery until the fall of the hammer, sold or unsold. Cover excludes responsibility for items damaged by woodworm or as a result of inherent structural weakness, or by changes in atmospheric conditions or for the disintegration of gesso covered picture frames and picture frame glass. Insurance is calculated plus VAT. Any person wilfully or accidentally breaking or damaging any of the Lots will be responsible for any compensation due. This is to be assessed by the Auctioneers as sole arbiter and their decision to be final.

27. Forgeries

If within ten days after the sale, the auctioneers have received from the Buyer of any lot notice in writing that in his view the lot is a deliberate forgery and within five days after such notification the Buyer returns the same to the Auctioneer in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the Buyer, satisfies the Auctioneers 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 Auctioneers decision and agrees to refund any amounts received by them from the Auctioneers in respect of that lot.

28. Droit De Suite Royalty Charges

In essence, this charge will be made against the purchaser for any work of art that has been produced by a living artist, on lots where the hammer price exceeded the UK equivalent of 1000 euros. Please refer to www.dacs.org.uk for further rules and exchange rates. The royalty charges will be added to purchase invoices and must be paid before items can be cleared. All royalty charges are paid to the Design and Artists Copyright Society ("DACS") by the Auctioneers, and no handling costs or additional fees with respect to these charges will be retained by the Auctioneer.

29. Varying our Agreements

We retain the right to make reasonable changes to our agreements and conditions of sale. Such changes can be made at any time but will only be made for business, legal or operational reasons. If we decide to temporarily relax or ignore the conditions of sale we will not be prevented from enforcing them in the future.

30. Complaint's Policy

All complaints must be submitted in writing and will be investigated under our complaints handling policy.

Scottish Law applies in the interpretation of these conditions