

TERMS OF CONSIGNMENT

1. Interpretation. In these Terms the words 'you', 'yours', etc. refer to the seller and if the consignment of goods to us is made by an agent we assume that the seller has authorised the consignment and the consignor has the seller's authority to contract. Similarly the words 'we', us, etc. refer to the auctioneers.

2. Commission is charged to the sellers at the rate of 10% of the hammer price plus VAT for automobilia, and 0% for cars. Each car will attract an upfront £250 plus VAT vendor entry fee, refundable if the car is sold

3. Delivery of lots to be sold. Items for sale must be consigned to the marquee at Burghley House, Lincolnshire on Thursday 21st June at your expense. Automobilia may be consigned to our saleroom at Banbury. We may be able to assist you with this process but any liability incurred to a carrier for haulage charges is solely your responsibility.

4. Loss of and damage to goods. All goods consigned entirely at seller or their agent's risk.

5. Minimum bids and our discretion. Goods will normally be offered subject to a reserve agreed between us before the sale in accordance with clause 7. We may sell lots below the reserve provided we account to you for the same sale proceeds as you would have received had the reserve been the hammer price. Unless you specifically withdraw the discretion, we may accept a bid up to 10% below the formal reserve.

6. Reserves

(a) You are entitled to place prior to the auction a reserve on any lot consigned, being the minimum hammer price at which that lot may be sold. Reserves must be reasonable and we may decline to offer goods which in our opinion would be subject to an unreasonably high reserve in which case goods carry the withdrawal charges as stipulated in clause 12.

(b) A reserve once set cannot be changed except with our consent and we reserve the right to charge in accordance with clause 12 for the withdrawal of any lot if we are unable to agree the higher reserve with you.

(c) Where a reserve has been placed only we may bid on your behalf and then only up to the reserve. You may in no circumstances bid personally.

7. Electrical Items. These are subject to detailed statutory safety controls. Where such items are accepted for sale you accept responsibility for the cost of testing by external contractors. Goods not certified as safe by an electrician (unless antiques) will not be accepted for sale. They must be removed at your expense on your being notified. We reserve the right to dispose of unsafe goods as refuse, at your expense.

8. Soft furnishings. The sale of soft furnishings is strictly regulated by statute law in the interests of fire safety. Goods found to infringe safety regulations will not be offered and must be removed at your expense. We reserve the right to dispose of unsafe goods as refuse, at your expense.

The rights of disposal referred to in clauses 8 and 9 are subject to the provisions of the Torts (Interference with Goods) Act 1977, Schedule 1, a copy of which is available for inspection on request.

9. Descriptions. Please assist us with accurate information as to the provenance etc. of goods where this is relevant. There is strict liability for the accuracy of descriptions under modern consumer legislation and in some circumstances responsibility lies with sellers if inaccuracies occur. You will receive a pre-sale advice note and we will assume that you have approved the catalogue description of your lots unless informed to the contrary. Where we are obliged to return the price to the buyer when the lot is a deliberate forgery under Condition 15 of the Conditions of Sale and we have accounted to you for the proceeds of sale you agree to reimburse us the sale proceeds within 7 working days of the request. Failure to do this will incur an interest charge of 4% per month or part month. The liability to reimburse the proceeds shall not arise where you are acting reasonably and honestly and are unaware of the forgery but we are or ought to have been aware of it.

10. Unsold items. All unsold items must be collected by 1pm on Sunday 24th June. After this time, cars will be removed to a storage facility entirely at the seller's or their agent's expense. Automobilia will be taken to our saleroom in Banbury to await collection and a storage charge levied of £2.00 plus VAT per lot per day.

11. Withdrawn and bought in items. These will incur a charge of 15% of the lower estimate plus VAT, plus lotting fee, plus illustration charges if the photographs have already been taken, plus storage charges from the date the lot is withdrawn, on being bought in or withdrawn after being catalogued.

12. Conditions of Sale. You agree that all goods will be sold subject to our Conditions of Sale. In particular you undertake that you have the right to sell the goods either as owner or agent for the owner. You undertake to compensate us and any buyer or third party for all losses, liabilities and expenses incurred in respect of and as a result of any breach of this undertaking. A copy of these Conditions of Sale is available on request.

13. Authority to deduct commission and expenses and to retain premium and interest.

(a) You authorise us to deduct commission at the stated rate and all expenses incurred for your account from the hammer price and consent to our right to retain beneficially the premium paid by the buyer in accordance with our Conditions of Sale and any interest earned on the sale proceeds until the date of settlement.

(b) You authorise us in our discretion to negotiate a sale by private treaty not later than the close of business on the day of the sale in the case of lots unsold at auction, in which case the same charges will be payable as if such lots had been sold at auction and so far as appropriate these Terms apply.

14. Settlement. After sale settlement of the net sum due to you normally takes place within 30 days of the sale (by bank transfer) unless the buyer has not paid for the goods. In this case no settlement will then be made but we will take your instructions in the light of our Conditions of Sale. You authorise any sums owed by you to us on other transactions to be deducted from the sale proceeds. You must note the liability to reimburse the proceeds of sale to us under the circumstances provided for in clause 10 above. You should therefore bear this potential liability in mind before parting with the proceeds of sale until the expiry of 21 days from the date of sale.

15. Law. English law applies to the interpretation of these Terms.