

TERMS & CONDITIONS OF SALE

1. BIDDING

If you intend to bid, please register your name and address at the Cashiers Desk before the sale commences and obtain a Bidding Number. Please do not deface or fold these numbers and return the number to the cashiers at the end of the auction. All bids made shall be treated as offers made upon these conditions of sale.

The Buyer will be the person making the highest acceptable bid to the Auctioneer at the fall of the hammer.

2. AUCTIONEERS DISCRETION

In the case of any dispute, the Auctioneer has the full right of settlement. The Auctioneer may:

- Refuse any bid.
- Advance bidding as they see fit.
- In the event of a dispute of Buyer at the fall of the hammer choose to immediately re-sell the lot.
- Withdraw, divide or combine any lots with another or others.
- Exclude any person from the auction room.

3. RESERVES

Lots put up for sale are subject to any reserve price imposed by the Seller. The Auctioneer may bid on behalf of the Seller up to the amount of the reserve. The Seller shall not personally or through an agent bid on any of his own lots

4. PAYMENT

May be made by cash, cheque or card (excluding American Express and similar charge cards) up to any amount.

5. POSTAL/COMMISSION BIDS

We actively encourage postal bids from those unable to attend the Auction personally. Postal bids are accepted free of charge, but must be submitted in writing/e-mail using the form in this catalogue or from the website. Postal bids will only be placed if the company are holding appropriate payment details prior to commencement of the Auction. Lots will be bought at one step above the highest bid in the room, subject to the maximum amount stated and any reserve that may apply. We do not accept postal bids on the day of the auction.

In the event of an item being sold in the room at a price lower than a maximum postal bid received through any kind of error or miscalculation, then the sale will have been deemed to have taken place in the hall, and the postal bidder will have no grounds for complaint.

6. REMOVAL/STORAGE OF LOTS

Successful purchases can be paid for and removed at any time during the sale, but preferably during the interval or at the end of the auction, subject to payment conditions being met (see 3 below). The Auctioneer will at the request of the Buyer store larger items at its premises for up to one month at the Buyers risk. Collection will be by prior arrangement only. Items can be delivered at cost.

7. DESCRIPTION OF LOTS

The catalogue description of lots, in most cases, has been supplied by the vendor. (Many lots will be unseen until the day of the sale!) We therefore cannot be held responsible for errors in description, condition, authenticity or defects.

8. INSPECTION

Ample opportunity is given for inspection of lots and each purchaser by making a bid acknowledges that he/she has satisfied themselves as to the condition of lots and the Terms & Conditions of Sale. Customers are reminded that certain lots may be fragile due to age, wear etc. When handling and viewing such material they are asked to treat items with the utmost care and attention. We will expect any damage to be made good at an amount agreed with the Auctioneer.

9. FORGERIES

Notwithstanding conditions 7 & 8, if the Auctioneer receives notice in writing from the Buyer within 7 days of the sale that in the Buyers opinion a lot is a forgery, and on giving such notification the lot in question is returned to the Auctioneer in the same condition as that at the time of the sale, then if, on considering such evidence as the Buyer supplies to prove the Buyers assertion, the Auctioneer (or an mutually agreed Expert) decides that the lot is a forgery the sale of the lot will be rescinded and the purchase price repaid to the Buyer.

10. LIABILITY OF THE AUCTIONEER

All persons attending a Sale under the conduct of the Auctioneer shall be deemed to be on the land and premises at their own risk and shall have no claim against the Auctioneer in respect of cancellation/postponement of a sale or any loss, accident or injury, however occasioned.

11. SHILL BIDDING

Shill bidding (where the seller of an item at auction, or someone known to the seller, places a bid in order to inflate the price of the product being sold), is strictly prohibited.

Any attempt at shill bidding will result in individuals involved being excluded from attending Bristol Railwayana Auctions events and from submitting items for inclusion in future sales.

NOTE

Many lots are of such a nature or age that precludes their being in pristine condition. Some catalogue descriptions may refer to damage or restoration that has been done. However, omission of any such reference does not imply that a lot is free from defects nor does the reference to any defect imply the absence of others.