

Buyer's Terms and Conditions

– BUYERS PREMIUM 15% PLUS VAT

***PLEASE NOTE:** All bidders at Pump House Auctions Ltd acknowledge that they have read these terms and conditions of sale and agree to be bound thereby. If you do not understand any of these terms or conditions, please ask a staff member for clarification before registering.*

Identification - All purchasers are required to have a Bidder's Number to bid and shall supply Pump House Auctions Ltd with their full name, address and telephone number. All bidders must register or be registered before sale and bid is placed. The bidder may be required to pay 50p in the £1 or more, in part payment of the purchase money, in default of which the lot or lots purchased, may be immediately put up again and re sold.

1. The auctioneer has the right at his absolute discretion to refuse any bid. The highest bidder shall be the buyer at the hammer price.
2. Pump House Auctions Ltd acting as agents, reserve the right to withdraw any lot or lots from the sale without giving reasons.
3. The lots to be taken away at the buyers risk and expense, not later than 4pm on the day following the sale, in default of which Pump House Auctions Ltd will not hold themselves responsible if the same lots are stolen, damaged or otherwise destroyed, but they will be left at the sole risk of the purchaser and subject to a charge for warehousing. If at the expiration of 2 days after the conclusion of the sale unless otherwise agreed the lots are not cleared or paid for they may be sold immediately either publically or by private treaty, without notice being given to the defaulters.
4. Upon failure of the buyer to comply with any of the above conditions, the money deposited in part-payment shall be forfeited and the defaulter at the sale shall make good any loss arising from the pre sale, together with the charges and expenses in respect of both sales.
5. All lots are put for sale subject a) to any reserve price imposed by the seller and b) to the right of the seller to bid either personally or else by any one person who may be the auctioneer.
6. **Dispute between bidders** – If any dispute arises between two or more bidders, the auctioneer may decide the same or may immediately put the lot up for sale again, and resell to the highest bidder. The decision of the auctioneer shall be final and absolute.
7. **Condition of items sold** – The auctioneer shall not be responsible for the correct description, authenticity, genuineness of, estimated selling price of, or defect in any lot, and makes no warranty in connection therewith. No allowance will be made or sale set aside on account of any incorrectness, error in cataloguing, or any imperfection not noted. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "as seen" and without recourse.
8. **Description** – care is taken to ensure that any statement as to the authorship, attribution, origin, date, age, provenance and condition is reliable and accurate, but all such statements are statements of opinion and are not to be taken as statements or representation of fact. The auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority reasonably considered by them to be reliable.

9. **Manner of payment** – All lots are to be paid in full by cash, approved cheque, Mastercard, Visa, or Debit Card before the close of the auction. The Auctioneer reserves the right to hold merchandise until a buyer's cheque clears and reserves the right to not accept a cheque. The auctioneer may refuse to accept a cheque from persons unknown to them unless prior arrangement has been made. Telephone bids can only be accepted if credit/debit cards details are provided and Pump House Auctions Ltd reserve the right to charge for any purchases and related costs.
10. **Third Party Liability** – Any person attending an auction conducted by Pump House Auctions Ltd or visiting the premises, of the auctioneers affirms that he/she is there at his/hers own risk and shall have no claim against Pump House Auction Ltd in respect of any accident, injury, loss or damage unless caused by the negligence of Pump House Auction Ltd employees. Pump House Auctions Ltd reserve the right to charge for damage caused by visitors or their pets to the premises.
11. **Issues regarding lots purchased** - i.e items missing, damage etc. must be reported prior to the removal off the premises. This by no means indicates liabilities on the part of Pump House Auctions Ltd, however, this provides us with the opportunity to try and resolve any issues.
12. **Uncollected item(s)** - Item(s) that remain uncollected (paid or unpaid) after the 2 day period may be subject to a storage charge of a minimum £10.00 per day depending on the item. Pump House Auctions Ltd reserve the right to dispose or remove uncollected item(s) from the premises.
13. **Collection/delivery** - Any collection or delivery fee becomes payable at the time of booking. In the event of client cancellations Pump House Auctions Ltd reserves the right to invoice the collection/delivery fee in full. To avoid payment of realted fees 48 hours notice is required for cancellation.
14. ~~We reserve the right to sell at our auction [with out reserve] any item that remain un collected after our stated collection period,even if the items have been paid for. Storage fees and all associated fees will be deducted from the sale proceeds.