

Conditions of Sale

1. The highest bidder for any lot shall be the Purchaser and if any dispute should arise between 2 or more bidders the lot may be put up again at the highest undisputed bidding and resold or the Auctioneers may determine the dispute at their election and their decision shall be final and conclusive.
2. No person at any bidding shall advance less than the sum stated by the Auctioneers at the time of selling nor shall any bidding be retracted.
3. Each Purchaser shall give his or her name and place of abode in writing (if required) and pay the full purchase money at the close of the Sale, or if required, the whole or a portion of the purchase money as the Auctioneers may determine during the course of the Sale.
4. The Auctioneers have described the lots to the best of their ability and belief from the information furnished by the Vendor. The Vendor who supplies such statements is alone responsible for any error or mis-statement which there may be.
5. No lot/s shall be removed from the premises until paid for, but each and every lot shall immediately at the fall of the hammer be considered as, and be and remain in every respect at the absolute risk of the respective Purchaser/s thereof, and shall be removed from the Sale at the Purchasers expense, save as may be provided for under the terms of clause 7 herein. All goods sold will remain the property of the Auctioneers until the purchase price has been paid in full. The purchaser will remain a bailee only until payment is made.
6. The lots are sold as seen with all faults, imperfections and errors of description, neither the Auctioneers nor the Vendor being responsible for the current description, genuineness or authenticity of any fault or defect in any lot, and giving no condition, warranty or undertaking in those regards whatever, whether by law, statute, custom trade usage or otherwise save where such undertaking is required by law to be given. The Purchaser/s hereby agree that they have by reason of his or their own inspection and investigation of the lot satisfied himself or themselves of the accuracy of any description or other statement whatsoever given or made in connection with the sale, and of the state, nature and condition of the said lot.
7. Notwithstanding the provisions of Condition 5, where the Purchaser/s contends after the fall of the hammer but prior to his or their making payment that the Vendor or the Auctioneer has mis-represented the mechanical condition or state or the accuracy of the description of the lot in such a way to have influenced the Purchaser/s in making his or their bid, the Auctioneer may at his sole and absolute discretion have the lot removed to the premises of an independent expert selected by him at his sole discretion for specialist examination which, if necessary or appropriate, may include the dismantling

and reconstruction of the lot. If in the opinion of the expert the Purchaser/s claim is justified, then provided there is no contention as to whether or not such a misrepresentation was made, the Vendor shall bear all costs incurred by the expert including those in respect of transport or delivery to his premises and any storage or charge for custody and the Purchaser/s may have the option of cancelling the sale or negotiating a lesser price with the Auctioneer. If in the opinion of the expert the claim of the Purchaser/s is not justified then the Purchaser/s shall bear all of the experts costs, including those of transport and delivery to his premises and any storage or charge for custody.

8. Inasmuch as the Auctioneers act only as Agents for the Vendor, they shall not be held personally liable for any default on the part of either Vendor or Purchaser.

9. No undertaking of the Auctioneers or their servants to take charge of any lots after the Sale, or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of the foregoing Conditions.

10. Purchasers paying by cheque must be prepared, if required, to produce a letter of credit from their Banker.

11. In all cases of transfer the original Purchaser shall be held responsible for the purchase money.

12. The Auctioneers reserve to themselves the right of refusing any bidding they may deem it advisable to decline, and of withdrawing any lot/s from the Sale and to sell in such order as they may think fit.

13. Purchasers or their Agents are requested to obtain accounts and delivery orders at the Auctioneers office before leaving the place of Sale, and carefully to examine same. The Auctioneers cannot hold themselves responsible for any errors in accounts or delivery orders unless they are notified of such errors on the day of the Sale.

14. VAT - The Auctioneers will offer the lots for Sale exclusive of Value Added Tax. VAT at Standard Rate will be added when the accounts are made up.

15. All private sales made on the day of sale must be booked through the Auctioneers.

16. On the fourteenth day after the Sale Vendors shall be entitled to receive the purchase price (less commission) of any lot/s provided that the Auctioneers shall have received same and that in the event of any acknowledged debt of the Vendor/s being owed to the Auctioneers the latter shall have the right to set off such debt against the proceeds of Sale.

For Fine Art and Carpet, Rug & Textile sales with Online Bidding

Terms & Conditions of Sale

Affecting purchasers and other attending the sale premises.

1. Purchasers will be deemed:
 - a) To have inspected their lots prior to the sale; and
 - b) To have accepted that lots are sold with all faults and imperfections specifically mentioned or not irrespective of whether they have bid in person, by commission or through an agent.
2. All goods are second hand and sold without warranty unless otherwise stated in the sale catalogue or by the auctioneers from the rostrum. Any implied warranty, condition or other term is excluded except where to do so would be unlawful.
3. The auctioneers undertake that care has been taken to see that catalogue descriptions are accurate and reliable, however these are matters of opinion only and shall not be taken to be statements of fact.
4. The auctioneers act as agents to the vendor and shall not incur liability to any purchaser for any statement, representation or warranty as to title, quality or otherwise of any lot made on behalf of and with the vendors authority.
5. The auctioneers reserve on behalf of themselves and the vendors the following rights:
 - a) To sell subject to a reserve price
 - b) To bid on behalf of a vendor and/or purchasers
 - c) To refuse any bid
 - d) To rearrange, consolidate, divide, add or withdraw any lots or vary the order of the sale
 - e) To exclude any person from the premises if there be good reason to do so.
6. The auctioneers shall regulate the bidding and shall determine from time to time the appropriate increment needed to advance the bidding.
7. The person making the highest accepted bid shall be the purchaser as defined in these conditions
8. If a dispute arises as to any bidding then at the discretion of the auctioneers either:
 - a) The lot to which the disputed bid relates shall immediately be put up again, or
 - b) The auctioneer shall determine the dispute and his decision shall be final and binding on all parties.
9.
 - a) At the fall of the hammer the purchaser is required to give his own name (or where applicable his paddle number). If he has bid on behalf of another person, company or organisation he should make this clear to the auctioneer at the time.
 - b) If, and as required the auctioneer at the fall of the hammer the purchaser shall also give his address and/or the address if the principal and/or pay to the auctioneer all or part of the purchase price plus VAT and buyer's premium.
 - c) Any such payment at the fall of the hammer may be treated, at the auctioneer's discretion, as a general deposit against all purchases, made by the purchaser on the day.
 - d) All lots must be paid for in cash, or in other manners acceptable to the auctioneers on the day of the sale and before delivery is given.
 - e) Failure by the purchaser to comply with sub clause (a) and (b) shall entitle the auctioneer to cancel the sale and, at his discretion, to immediately re-offer the lot in question for sale by auction.
10. No transfer of lots or sub-sale by any purchaser is recognised by the auctioneers. Purchasers shall remain liable under these conditions in respect of their own purchase under the sale.
11. Private treaty sales shall be subject to these conditions of sale where applicable.
12. All lots will be at the purchasers risk from the fall of the hammer: Purchasers are therefore advised to check that they have adequate insurance cover.
13. Purchasers who pay by cheque will not normally be permitted to remove goods until their cheques have cleared through the bank. Whether removal is permitted or not. Ownership of goods will not be deemed to pass to the purchaser until their cheque has cleared.
14. All lots must be cleared from the sale premises at the purchaser's expense by the time stipulated or agreed by the auctioneers.
15.
 - a) If a purchaser fails to comply with any of the preceding conditions the auctioneers may cause the lot in respect of which the failure is made to be resold by public sale without warranty or reserve and without notice to the purchaser.
 - b) If upon resale as aforesaid a lower price is obtained for any lot that was obtained on the first sale, the difference in price together with all costs and charges attending the resale shall be a debt due from the purchaser in default at the first sale.
 - c) Alternatively the auctioneers may, at their discretion, store the lot and recover reasonable charges for doing so from the purchaser.
16. Rescission
Notwithstanding any terms of these conditions if, within 14 days after the sale, the auctioneers have received from the buyer of any lot notice in writing that in their view the lot is a deliberate forgery and that within 21 days after such notification the buyer returns the same to the auctioneers in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the buyer and if the auctioneers consider in the light of the entry in the catalogue, that the lot is a deliberate forgery than the sale of the lot will be rescinded and purchase price refunded. In the event of a dispute then the matter will be settled by arbitration.
17. Online Bidding
Netherhampton Salerooms offer an online bidding service via the-saleroom.com for bidders who cannot attend the sale. In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Netherhampton Salerooms you:
 - a. authorise Netherhampton Salerooms, if they so wish, to charge the credit card given in part or full payment, including all fees, for items successfully purchased in the auction via the-saleroom.com, and
 - b. confirm that you are authorised to provide these credit card details to Netherhampton Salerooms through www.the-saleroom.com and agree that Netherhampton Salerooms are entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale.
Please note that any lots purchased via the-saleroom.com live auction service will be subject to an additional 3% commission charge + VAT at the rate imposed on the hammer price