

TERMS AND CONDITIONS

These Terms and Conditions apply to “Railwayana Auctions U K Ltd” trading as - “Crewe Heritage Railwayana Auctions” and “Mid-Hants Railwayana Auctions” referred to as “The Auctioneer” and to include any person acting upon his authority.

In these Terms of Sale the words ‘you’, ‘yours’, etc. refer to you as the Buyer. The words “we”, “us”, etc. refer to the Auctioneer.

English Law shall govern all transactions associated with this sale. Conditions of Sale Third Party Liability: All persons on the premises of, or at a venue hired or borrowed by the Auctioneers are there upon their own risk. They shall have no claim against the Auctioneer in respect of any accident, injury or damage howsoever caused.

Bidding procedures and the Buyer: You must register your details with us before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us.

You must also satisfy any security arrangements we have in place before entering the auction room to view or bid. We strongly recommend that you attend the auction in person. You are responsible for your decision to bid for a particular Lot. If you bid on a Lot, including by telephone and online bidding, or by placing a commission bid, we assume that you have carefully inspected the Lot and satisfied yourself regarding its condition and authenticity.

The Purchase Price: As Buyer, you will pay: a) the Hammer Price; b) a premium of 15% of the Hammer Price if bidding in the room, telephone bidding or leaving a commission bid directly with RAUK; a premium of 15% plus VAT on the Hammer Price = 18% total, will be charged on all bids. Vendor’s charges for entering items will remain at 10% + VAT - total 12%.

Any artist’s resale right royalty is payable on the sale of the Lot; and c) any VAT due.

VAT: You shall be liable for the payment of any VAT applicable on the Hammer Price and premium due for a Lot. We will charge VAT at the current rate at the date of the auction.

Immediately following your successful bid on a Lot you will pay to us the Total Amount Due within 7 days if you have registered as a Postal or Telephone bidder, or by cash on the day (maximum £5,000.00), or bank transfer on the day via your phone, or the day following the day of the sale. Before any item(s) / lots are released.

We will send out invoices to all successful telephone and commission bidders via email or post. We will wherever possible include on the invoice a charge for packing and shipping the lots purchased. Packing is undertaken in-house and shipment is made by Courier or Royal Mail. Insurance cover on shipments is not provided within this charge. We also reserve the right to ask the buyer to complete a disclaimer regarding this service prior to despatching the goods. Alternatively, you will (at your own expense) pay for and personally collect or arrange your own

courier to collect any Lots that you have purchased. This must be undertaken no later than 7 days following the day of the auction. You may not claim or collect a Lot until you have paid for it. If you do not pay for or collect the Lot within this time period, you will be responsible for any reasonable removal, storage and insurance charges in relation to that Lot.

Warranties: The Seller warrants to us and to you that: the Seller is the true owner of the Lot for sale or is authorised by the true owner to offer and sell the lot at auction; the Seller is able to transfer good and marketable title to the Lot to you free from any third party rights or claims; and as far as the Seller is aware, the main characteristics of the Lot set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by the Auctioneer at the auction) are correct. If, after you have placed a successful bid and paid for a Lot, any of the warranties above are found not to be true, please notify us in writing within 7 days.

Neither we, nor the Seller, will be liable to pay you any sums over and above the Total Amount Due and we will not be responsible for any inaccuracies in the information provided by the Seller except as set out below. **Descriptions and condition:** Our descriptions of the Lot will be based on: (a) information provided to us by the Seller of the Lot (for which we are not liable); and (ii) our opinion (although it is likely that we will not be able to carry out a detailed inspection of each Lot).

Weights and measurements given are all estimates. We will give you a number of opportunities to view and inspect the Lots before the auction. You (and any independent consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a Lot. We shall not be responsible for any failure by you or your consultants to properly inspect a Lot. Representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion will be honestly and reasonably held and accept liability for opinions given negligently or fraudulently.

Please note that Lots (in particular second-hand Lots) are unlikely to be in perfect condition. Lots are sold "as is" (i.e. as you see them at the time of the auction). Neither we nor the Seller accept any liability for the condition of second-hand Lots or for any condition issues affecting a Lot if such issues are included in the description of a Lot in the auction catalogue (or in any saleroom notice) and/ or which the inspection of a Lot by the Buyer ought to have revealed. We will give indications of provenance where stated by sellers. It is imperative that potential buyers or their Agents inspect lots that interest them prior to the auction. Purchases of autographed materials and works are made at the risk of the purchaser. Subject to our Terms and Conditions we cannot accept returns on these items.