**Sportingold Limited**

 **Terms and condition of sale**

1. The seller warrants to the auctioneer and to the buyer that he is the true owner or is properly authorised to sell the property by the true owner and is able to transfer good and marketable title to the property free from any third party claim.

2. If the buyer fails to pay for or to take away any lot or lots, the auctioneer as agent for the seller shall be entitled to exercise one or other of the following rights:

a) Rescind the sale of that or any other lots sold to the buyer who defaults and resell the lot or lots whereupon the defaulting buyer shall pay to the auctioneer any shortfall between the proceeds of that sale after deduction of costs of resale and the total sum due. Any surplus shall belong to the seller

b) Proceed with damages for breach of contract.

3. A buyers premium of 24% (inclusive of vat) of the hammer price is payable by the buyers of all lots. All winning bids received through The Saleroom.com are subject to an additional 4.95% (exclusive of vat) premium. Winning bids received through Easyliveauction.com are subject to an additional 3% (exclusive of vat) premium or no additional percentage if the bidder opts to pay the £3 flat fee, in which the percentage will be the standard Sportingold buyers’ premium.

4. Postal bids are accepted and should be sent to Sportingold Ltd, Unit 7 Ministry Wharf, Wycombe Road, Saunderton, Bucks. HP 14 4HW to arrive no later than 24 hours before the start of the auction. The auctioneer does not accept any responsibility for late delivery of postal bids and the decision of the auctioneer will be deemed to be final on all matters relating to postal bids . Email bids are also accepted and should be sent to info@sportingold.co.uk to arrive not later than 18 hours before the auction starts. Where possible email bids will be acknowledged but if any queries arise relating to email bids, the decision of the auctioneer will be deemed to be final on all matters relating to email bids.

5. Live telephone bidding can be arranged by contacting the auctioneer not later than two days prior to the day of the auction and the requested lots must have a minimum estimate of £100. All arrangements will be at the buyers risk and no guarantee is given by the auctioneer that telephone facilities will be available or working on the day of the auction. The auctioneer is not responsible for any failure to contact buyers and the decision of the auctioneer is deemed to be final on all matters relating to telephone bids.

6. The buyer is responsible for the collection of all lots purchased at the auction. Sportingold Ltd will, at the request of the buyer, post the Lots to the buyer upon cleared payment being received for the Lots purchased plus packing charge plus postage. All items mailed by any postal method or by courier or carrier are entirely at the risk of the buyer and Sportingold Ltd are not liable for any loss or damage sustained by the Lots mailed to the buyer.

Postage will be charged at the current applicable rates for all postal or carrier/courier deliveries and a packing charge of £3 minimum will be added to the postage cost for each individual package mailed. **Lots mailed to the purchaser are mailed at the risk of the purchaser and Sportingold Ltd will not be liable for any loss or damage in transit. Therefore if any mail is mislaid or lost it is the duty of the buyer to process any claims.**

7. The highest bid acceptable to the auctioneer will be deemed to be the highest bidder and therefore the buyer . If during or after the auction the auctioneer considers that a dispute has arisen or a bid missed, he has absolute authority to settle the dispute or to re-offer the lot. The auctioneer may at his sole discretion determine the advance of bidding or refuse a bid, divide any lot, combine any two or more lots or withdraw any lot without prior notice.

8. The buyer shall pay the price at which a lot is knocked down by the auctioneer to the buyer ( the hammer price) together with a premium of 24 % inclusive of vat of the hammer price or whatever rate is currently applicable. If the buyer purchases the lot through The Saleroom.com or any similar internet bidding platform, the premium will be 30% inclusive of vat or whatever rate is currently applicable. If the buyer purchases the lot through Easyliveauction.com the premium will be 27.6% inclusive of vat or if the buyer pays a flat fee of £3 the premium will be 24% inclusive of vat or whatever rate is currently applicable. The cumulative sum is referred to in these conditions as the total sum due. By making any bid , the buyer acknowledges that his attention has been drawn to the fact that on the sale of any lot , the auctioneer may receive from the seller commission at its usual rate in addition to the aforementioned buyer premiums and assents to the auctioneer receiving the said commission.

9. The buyer shall forthwith upon the purchase provide the auctioneer with his name or paddle number and pay to the auctioneer immediately after the conclusion of the auction if present or within ten days of the auction if not present, the total sum due. Late payments will be liable to an interest charge of base rate (Lloyds bank) plus 4% from the date ten days after the auction until cleared payment is received.

10. In the event of payment not being received , the buyer is liable for all costs incurred by the auctioneer for steps taken to enforce the contract including , but not limited to, court fees, solicitors fees, bailiffs fees, debt enforcement fees.

11. Payment will be accepted in cash, banker transfer OR debit card. Credit cards are not accepted. Buyers will not be allowed to remove lots which they have purchased until the total sum due, in cleared funds, has been received by the auctioneer.

12. Lots may be removed at appropriate moments during the sale (at the absolute discretion of the auctioneer) provided that the auctioneer has received full settlement in cleared funds for such lots from the buyer.

13. Ownership of the lot purchased shall not pass to the buyer until the auctioneer has received from the buyer cleared funds of the total sum due for the Lot. The buyer is responsible for insuring the goods immediately he becomes liable for the sum due for purchase of the lot.

**14. Any representation or statement by the auctioneer in any catalogue, brochure, telephone conversation, email , statement or advertisement of forthcoming sales as to authorship, attribution, genuineness, authenticity, origin, date , age, provenance, condition or estimated selling price of any lot is a statement of opinion only. Every buyer should exercise and rely on his own judgement as to such matters and neither the auctioneer nor his servants or agents are responsible for the correctness of such opinions. No warranty whatsoever is given by the auctioneer or the seller in respect of any lot and express or implied warranties are hereby excluded. All lots offered for sale are not covered by the Sale of Goods Act.**

15. Notwithstanding any other terms of these conditions, if within fourteen days of the sale , the auctioneer has received from the buyer of any lot notice in writing that in the view of the buyer , the lot is a “deliberate forgery” and within fourteen days of such notification the buyer returns the same to the auctioneer in the same condition that considered in the light of the entry in the catalogue the lot is a “deliberate forgery” , then the sale of the lot will , at the discretion of the auctioneer, be rescinded and the purchase price of the same refunded to the buyer. A “deliberate forgery” means a lot made with intent to deceive.

16. A buyers claim under clause 15 shall be limited to the amount paid to the auctioneer for the lot and for the purpose of this clause, the buyer shall be the person to whom the original invoice was made out by the auctioneer.

17. Any lots not paid for or collected from the auctioneer within 30 days of the auction shall be liable to a storage charge at the rates applicable at the time by the auctioneer.

18. All bidders who bid for any lot in person, by commission bid, telephone bid, internet bidding platform ( eg, The Saleroom.com and EasyliveAuctions.com) or by any other method shall be deemed to have accepted and agreed to these terms and conditions of sale in their entirety. All lots are offered for sale strictly according to these terms and conditions of sale and no other terms shall apply.

19. These terms and conditions shall be governed by and construed in accordance with English Law.