

Chapter 3 - Sullivan's Auctions buyer's terms and conditions

3.1 Examination of goods

Sullivan's Auctions strongly advises all buyers to examine any lots in which they intend on bidding on, prior to the auction taking place. Buyers are responsible for satisfying themselves on the condition of the items, and that they agree they are as described. **Each lot set out in the catalogue is sold as seen with all any faults, imperfections or errors of descriptions, returns are not accepted in any case,** less those described in paragraph 1.13.

3.2 Buyer's registration – form 2

All buyers are requested to complete a buyer's registration Form prior to bidding on any Lots. Registration forms are available to download from our website or outside the cashier's office. Please note that by signing and dating the buyer's registration form, you are agreeing to Sullivan's Auctions terms and conditions.

3.3 Registration and bidding number

Registration is free. Bidding online fees are dictated by easylive with an option of £3.00 or 18% total commission per live auction. The auctioneer may refuse a bid if the buyer has not registered.

3.4 Payment for items

Payment for all lots must be made no later than 4.30 pm the Tuesday following the auction or storage fees will apply (unless Sullivan's Auctions has given agreement to the contrary). Payments can be made by debit cards, credit cards or bank transfer (BACS). Please be advised that we do not accept personal or business cheques.

3.4A Sullivan's Auctions Account details

Sullivan's auctions Ltd

Account Number: 06931779

Sort code: 09-01-29

BIC:ABBYGB2LXXX

IBAN:GB06ABBY09012906931779

payments@sullivansauctions.com

3.5 Collection of items and storage

The buyer can remove their lots once payment has been made by handing your stamped buyers invoice to a member of the floor staff. On the fall of the hammer, the items become the responsibility of the buyer. All lots must be collected by 4.30 pm on the Tuesday following the sale (unless Sullivan's Auctions has given agreement to the contrary). All lots are removed at the buyer's risk failure to collect by 4.30 pm will incur a minimum storage charge of £2.50 per lot per day. If the Lot remains uncollected two weeks after the day of sale, Sullivan's Auctions shall have the right to sell the lot at auction without reserve and deduct from the hammer price any sum owing including expenses arising with any storage charges or other costs.

3.6 Buyers Commission charge

A buyers commission Charge of 15% will be added to the hammer price.

3.7 Value-added Tax (VAT)

Where a lot is marked by a (*) in the auction catalogue VAT is payable on the hammer price at the standard rate of 20%.

3.8 Commission bids - Form 3

If you are unable to attend the auction, and you wish to submit a commission bid please complete a commission bid form. This instructs the auctioneer to bid on your behalf. Forms are available to download from our website or are available as a hard copy at Sullivan's Auctions. If two buyers submit identical commission bids the Auctioneer will accept the first bid received. Sullivan's Auctions accepts no liability for the failure of the auctioneer to make a commission bid. Commission bids will not be accepted after 9 am the day of the sale.

3.9 Telephone Bids - Form 4

Prior to using this service, the buyer must register for the Auction. Telephone bids are only available for Lots with a reserve price or estimated value of over £50. With this service, we will call you approximately three lots before the lot you wish to bid on. Due to the limited number of telephone lines, a request for this service must be made no later than viewing day prior to the Auction. Requests for this service are accepted on a first-come-first-served basis, subject to the availability of a member of our team. This service is a free service to bidders, Sullivan's Auctions does not accept any liability for failure to make contact or failure to make a bid due to line disruption.

3.10 Identity (ID)

If you are a first-time Vendor ID may be requested.

3.11 Condition report

Condition reports and images may be supplied on request. Requests must be made prior to viewing day. Requests for this service are accepted on a first come first served basis and will be emailed free of charge, this service is subject to the availability of a member of our team having the time to complete the report.

3.12 Estimates

Estimates are designed to help Buyers estimate what sort of sum might be involved for the purchase of a particular lot. Estimates do not include the buyer's premium or VAT (where chargeable).

3.13 Use of online bidding services (EasyLive)

Sullivan's Auctions does not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or the quality of any Lot displayed by the EasyLive online bidding platform. Sullivan's Auctions are not themselves responsible for any misinterpretation of any such items. **All lots in the Catalogue are sold as seen with all faults, imperfections, no returns will be accepted.** While every care has been taken in the preparation of our Catalogue, any statement as to provenance or estimate of value is a matter of opinion and is not to be taken as a representation of fact. Condition reports and illustrations are for guidance only.

We reserve the right to suspend access to online bidding to carry out scheduled or unscheduled maintenance for any other reason at any time. We accept no liability for any delay in executing bids placed online, we accept no liability for any failures or errors caused by interruptions in the availability of the online bidding service, or any errors or defects in their content or functionality or any software or hardware defects (whether yours or ours) or any internet connection problems (whether yours or ours). We do not warrant that the online bidding service will be error-free, free of viruses or free of other harmful components.

The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales. These Terms and Conditions supersede all previous versions.