



SPICERS



Waterways Salerooms, Dutch River Side, Old Goole, East Yorkshire
DN14 5TB - 01405 203203

info@spicersauctioneers.com ~ www.spicersauctioneers.com

TERMS AND CONDITIONS

March 2023

Please take some time to familiarise yourself with our terms and conditions, in place to protect our business, our vendors, our buyers and our service partners.

Barbara Spicer
barbara@spicersauctioneers.com

Terms and Conditions 2023

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Spicer's Auctioneers Ltd, March 2023.

Terms and Conditions 2023

Spicers Auctioneers carries on business with vendors, bidders, buyers, and all those present in the auction room or online prior to, or in connection with, an auction on the following General Conditions and on such other terms, conditions and notices as may be referred to herein.

Information applicable to the Auction may also be set out in the Online Sales Catalogue and/or in Special Notices on our website, it is your responsibility to review that information.

1. Definitions in these Conditions:

- (a) **Auction:** the auction event at which the Lot shall be offered for sale.
- (b) **Auctioneer:** means the firm of Spicers Auctioneers Ltd or its authorised auctioneer, as appropriate.
- (c) **Buyer:** the successful bidder in relation to the Lot.
- (d) **Buyer Premium:** the commission due to the Auctioneer in accordance with the agreement between the Auctioneer and the Buyer.
- (e) **Consignment/Entry Form:** the formal order for Services as provided by the Auctioneer and signed by the Seller.
- (f) **Deliberate forgery:** means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture, or source but which is unequivocally described in the catalogue as being the work of a particular creator and which at the date of the sale had a value materially less than it would have had if it had been in accordance with the description.
- (g) **Hammer price:** means the level of bidding reached (at or above any reserve) when the auctioneer brings down the hammer.
- (h) **Lot:** the item to be sold at Auction by the Auctioneer on behalf of the Seller.
- (i) **Reserve:** the reserve price set in pounds sterling by the Auctioneer in relation to the Lot.
- (j) **Sale Proceeds:** the sum payable to the Auctioneer by the Buyer in consideration of receiving title to the Lot.
- (k) **Seller:** the person or firm who engages the Auctioneer to provide the Services.
- (l) **Seller Commission:** the commission due to the Auctioneer from the Seller as set out in the Entry Form.
- (m) **Terms of consignment** means the stipulated terms and rates of commission on which Spicers Auctioneers and Valuers accepts instructions from vendors or their agents.
- (n) **Total amount due:** means the hammer price in respect of the lot sold together with any premium, Value Added Tax (VAT) chargeable and any additional charges payable by a defaulting buyer under these Conditions.
- (o) **"You", "Your",** etc. refer to the vendor, buyer, or agent. The singular includes the plural and vice versa as appropriate.

2. Commission rate for antiques, collectibles, memorabilia, art, jewellery, homewares and automobilia auctions, also known as ‘general auctions.’

To Vendors

Spicer’s charge 15% commission on sold lots.

Flat fees: in addition, a charge of 1% loss and damage cover, all SOLD Lots are subject to a minimum fee of £7 and £3 for internet exposure. Minimum lot estimate offered will be no lower than £20.

All charges are plus VAT.

To Buyers

Spicer’s charge 20% plus non-recoverable VAT.

2a. Commission rate for classic cars, motorcycles, boats, and vintage tractors auctions

To Vendors

Spicer’s charge 5% commission on SOLD vehicle Lots which fall under the ‘classic’ category. No loss and damage cover can be offered on these lots whilst on the premises of Spicer’s Auctioneers.

Please note: - Vendors should keep their own insurance in place and inform their insurer. If necessary, this can be arranged through Spicer’s own insurers, please discuss in advance.

All charges are plus VAT.

To Buyers

Spicer’s charge 15% premium on classic cars, bikes, boats & vintage tractors including VAT.

2b. Commission rate for automobilia

Spicer’s charge 15% commission on SOLD lots.

Flat fees: In addition, we charge 1% loss and damage, all SOLD Lots are subject to a minimum fee of £7 and £3 for internet exposure. Minimum lot estimate offered will be no lower than £20.

Automobilia auctions are usually held on the same day as classic vehicles and motorcycles but fall under the ‘general auctions’ category.

Spicer’s charge buyers 20% premium on automobilia plus VAT.

2c Timed Auctions

Vendors commission and buyer’s premium rates, terms and conditions follow Spicers Auctioneers ‘general auctions’ procedures. If there are exceptions to these rates written notice will be issued in advance of a timed auction going live.

3. Selling procedures and the vendor

Each Lot is to be consigned in the condition as described on the entry form. The auctioneers or representative of Spicer’s will consign the lot for auction. On appraisal, the most appropriate auction for the lot/s will be determined and the vendor advised.

The vendor may attach an estimate or reserve amount to the Lot/s at any time.

Lots may be entered up to three times with revised estimates. No lot value shall be lower than £20 as an opening bid.

Vendors will be advised when their Lot/s are coming up for auction and advised when the Lot becomes sold or unsold.

Warranty of title and availability

The vendor warrants to the auctioneer and the buyer that the vendor is the true owner of the property consigned or is properly authorised by the true owner to consign it for sale and can transfer good and marketable title to the property free from any third-party claims.

Withdrawn lots: The vendor may by notice to the Auctioneer withdraw the Lot from the Auction. If the vendor does so, they shall be liable to pay the Auctioneer the stated rate of the vendor's and buyer's commission calculated on the estimated value of the Lot that the Auctioneer would have received had the Lot been sold for the estimated value. For the purposes of this clause the estimated value shall be the higher of: -

- the Vendor's estimate of value as previously notified to the Auctioneer or if more than one figure the highest figure.
- the value estimated in the catalogue or if more than one figure is given, the highest figure, or if none, the Auctioneer's reasonable estimate of its value.
- VAT will be added on such fee in either case and expenses.

4. Bidding procedures and the buyer

Clients who wish to bid online, request telephone or absentee bids are required to register their name, address, contact number, email through the relevant auction link on the selected bidding platform.

The highest bid accepted by the auctioneer conducting the sale shall be the buyer at the hammer price and any dispute about a bid shall be settled at the auctioneer's absolute discretion by reoffering the Lot during the auction or otherwise. The auctioneer shall act reasonably in exercising this discretion.

Bidders shall be deemed to act as principals.

Our right to bid on behalf of the vendor is expressly reserved up to the amount of any reserve and the right to refuse any bid is also reserved.

Where the Buyer is represented by an agent, the agent undertakes that if the Buyer does not complete on the purchase of any Lot, the agent will be personally liable to purchase the Lot and to indemnify the Agent and the Vendor against any costs, losses or expenses incurred by the Buyer's default.

Bidding increments shall be at the auctioneer's sole discretion.

The buyer will pay the hammer price together with the premium as stated and complete the transaction within three days of the auction ending and collect within five days of the auction ending.

Payment

On the fall of the hammer, a contract of sale is completed between the vendor and the buyer. Spicer's Auctioneers is not a party to the contract of sale and shall not be liable for any breach thereof by the buyer or the vendor.

Once you have received confirmation you have bought a Lot you should make payment. Should there be any doubts as to price or buyer, please draw the auctioneer's attention to it immediately.

- Give to us, if requested, proof of identity, and
- Pay to us the total amount due.

Any payments made by you to Spicers Auctioneers are paid to the vendor, delay in making payments affects the vendor receiving their owed monies.

If you have outstanding queries on your account, you may be prohibited from bidding.

Sums owing from you to us on any account whatever without regard to any directions of you or your agent, whether express or implied.

How to pay

We can accept cash up to £5000, debit cards and bank transfers (BACS/IBAN). We do NOT ACCEPT credit cards or cheques.

5. Value Added Tax

We use the auctioneers' margin scheme to account for VAT on a margin which is equal to the value of the services we supply, and not the hammer price of the goods. Lots marked with a * are subject to VAT on the hammer price.

6. Title and collection of purchases

The ownership of any Lots purchased shall not pass to you until you have made payment in full to us of the total amount due.

You shall at your own risk and expense take away any lots that you have purchased and paid for not later than five days following the day of the auction after which you shall be responsible for any removal, storage, and insurance charges.

No purchase can be claimed or removed until it has been paid for.

7. Caveat Emptor

Let the buyer beware. The principle, that it is the buyer's responsibility, not the vendor's, to find out if there is anything wrong with what they are being sold.

All goods are sold untested and without warranty unless specifically noted on the description.

All Lots are sold as seen and the absence of any reference to the condition does not imply the Lot is/are in good condition and without defects, repairs, or restorations. We do not carry out inspections prior to any Sale.

8. Classic Cars, motorcycles, boats, and vintage tractors.

Vendors: Each Lot is to be consigned in the condition as described on the entry form, together with all keys, documents, history and spare or extra items. Each Lot should be delivered to Spicers Auctioneers at the expense of the vendor within the timeframe agreed with the Auctioneer.

- a) The vendor warrants to the auctioneer and to the buyer, either that they are the true owner of the Lot, or that they are duly authorised to sell the Lot by the true owner. That they are to transfer or procure transfer of good and marketable title to the Lot free from a third-party claims or encumbrances.
- b) The vendor of a Lot which is classed as 'a road going means of transport' warrants and undertakes to the Auctioneer that, as at the date of the Sale, either the Lot will be VAT paid in the EU and registered in the UK, will be lawfully usable on the public road, complying with the provisions of current Road Traffic Legislation and all relevant regulations made thereunder and any statutory modifications thereof, and there is or will be in force an MOT Certificate required in relation to such use; or (alternatively) the Vendor has notified the Auctioneer that the Lot does not or will not meet these requirements and cannot legally be used on the road.
- c) The Vendor shall maintain their insurance of the Lot until the Lot is sold.
- d) If the vendor withdraws the Lot from the auction, the vendor shall arrange for the collection/removal of the Lot at his own expense within five days of withdrawal notice. The vendor ensures the withdrawal fees payable, under Conditions agreed on the entry form, shall have been paid in full and any storage charges have been met by the vendor.

- e) The Auctioneer must rely on information provided by the vendor as to the date, condition, and authenticity. The auctioneer does not and cannot undertake its own inspection of any Lot. It is the responsibility of the Buyer to ensure that the Lot conforms to the description in the catalogue.
- f) The Auctioneer cannot check or verify the authenticity of the chassis or VIN number under which a vehicle is offered but relies on information provided by the vendor where available. Buyers should take particular care to verify in advance the authenticity of a vehicle that is claimed to have important racing, rallying or 'ex-works' history as it was common in period for a competition vehicle of a single identity to have more than one chassis, body, or other mechanical components. This may have happened several times, both in a vehicle's 'works' career and thereafter in private owner hands. Sometimes 'works' vehicles were fitted with different registration plates, so that a vehicle could meet a particular event's start date deadline. These historical factors may lead to there being in existence multiple and competing claimants to the same vehicle identity.

If the Vendor wishes to retain the registration number of a Lot, it is the vendor's responsibility to notify the Auctioneer in writing on the Entry Form. It is the vendor's responsibility to take all necessary steps to ensure that the current registration number is retained, and a new number allocated prior to the Lot being sold. If the Vendor does not do so, the Auctioneer shall not be responsible for any loss or damage whatsoever and howsoever arising out of the Vendor's loss of the right to the registration number following the sale of the Lot.

Buyers: As a precaution all potential buyers are encouraged to carry out an HPI Check to ensure that the vehicle has not been an insurance write off, does not have any outstanding finance on it and is not stolen for your own piece of mind.

The buyer shall pay the hammer price together with the premium including VAT within three days of the auction ending and arrange collection of all lots within five days of the auction ending.

9. Remedies for non-payment or failure to collect purchases.

If any Lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the vendor and on our own behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

- a) To proceed against you for damages for breach of contract.
- b) To advise other auctioneers of noncompliance which may result in a block or ban from participation in auctions who observe the action.
- c) To rescind the sale of that Lot and/or any other Lots sold by us to you.
- d) To resell the Lot (by auction or private treaty) in which case you shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs). Any surplus so arising shall belong to the vendor.
- e) To remove, store and insure the Lot at your expense and, in the case of storage, either at our premises or elsewhere.
- f) To charge interest at a rate not exceeding 1.5% per month on the total amount due to the extent it remains unpaid for more than 3 working days after the sale.
- g) To retain that or any other Lot sold to you until you pay the total amount due.
- h) To reject or ignore bids from you or your agent at future auctions or to impose conditions before any such bids shall be accepted.
- i) To apply any proceeds of sale of other Lots due or in future becoming due to you towards the settlement of the total amount due and to exercise a lien (that is a right to retain possession of) any of your property in our possession for any purpose until the debt due is satisfied.

j) We shall, as agent for the vendor and on our own behalf pursue these rights and remedies only so far as is reasonable to make appropriate recovery in respect of breach of these conditions.

10. Third Party Liability

The Auctioneer shall be under no liability for any injury, damage or loss sustained by any person while on the Auctioneers premises (including any premises where a sale may be conducted or where a Lot, or a part of a Lot, may be on view from time to time) except for death or personal injury caused by the negligence of the Auctioneers or its employees and agents in the course of their duties to the Auctioneers.

11. Commission Bids

Whilst prospective buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular Lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we will if so, instructed clearly and in writing execute bids on their behalf. Neither the auctioneer nor our employees or agents shall be responsible for any failure to do so save where such failure is unreasonable. Where two or more commission bids at the same level are recorded, we reserve the right in our absolute discretion to prefer the first bid so made.

12. Agency

The auctioneer normally acts as agent only and disclaims any responsibility for default by vendors or buyers.

13. Terms of Sale

The vendor acknowledges that Lots are sold subject to the stipulations of these Conditions in their entirety and on the Terms of Consignment as notified to the consignor at the time of the entry of the Lot.

The Auctioneers' Margin Scheme allows the Auctioneer to sell items without VAT on the Hammer Price. Under the Auctioneers' Margin Scheme an amount equivalent to VAT is added to the Buyer's Premium. This amount cannot be refunded. VAT will not be shown separately on the Buyer's invoice.

Vendors are entitled to place reserves on any Lot they have consigned. A reserve cannot be higher than the bottom estimate advertised at the time of the Sale and may include a 10% decrease at the Auctioneer's sole discretion.

14. Online Auction Technology (Disclaimer).

Under no circumstances shall a bidder have any kind of claim against Spicer's Auctioneers if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the business. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to pause the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

15. Online Bidding Terms and Conditions

By indicating your consent during the Bidder or Vendor registration process, you agree to be bound by these Terms and Conditions. When a bid is Accepted a Sale Agreement is made between the Vendor and the Buyer.

- a. Buying: There are no warranties or guarantees given on any Lots in our auctions. Whilst we try to describe all lots as accurately as possible, the description should not be relied upon and you should satisfy yourself before placing a bid, hence all lots are sold as seen and pre-sale viewing is essential. However, if you choose not to take advantage of viewing a lot before bidding then you understand this is at your own risk.
- b. All bids are final: If you place a bid on a lot, then you are agreeing to purchase that lot at hammer price announced plus the buyer's premium, the online platform fees plus VAT.
- c. Care must be always taken by the bidder whilst the auction is running as all bids are non-retractable. Activating the bid option means you are agreeing to these Terms & Conditions, you agree to pay for any lots that you bid on and collect within the terms, this is legally binding.
- d. Once you are logged into your account, you will be able to watch, or continue to bid, in the live auction. You must be registered to bid. You must be over 18 years of age and have met the registration criteria for the platform. Once the auction commences, you will be able to hear the Auctioneers and see the lots as they appear on screen.
- e. Please note that the bidding is fast paced and often technology led with bids coming in from several other platforms and our sale room in Goole for each auction. If you are unsure of your internet connection, or ability to monitor the Lots of your choice, please request alternative bidding solutions twenty-four hours prior to the auction going live.

16. Pre-Bidding allows you and other bidders to bid against each other prior to the starting of the live auction. Such bids may win the lot but until the auction goes live, and other bidders are invited to participate it is not a certainty. Place your maximum bid before the live auction opens.

- a. Bids are taken from several bidding platforms and may be duplicated by other bidders.
- b. The auctioneer will open the bidding process in Lot order, once opened the Lot may be led by online pre-bids, room bidders or other platforms bids.
- c. Bids in the room, absentee and telephone bids will contribute to the bids input on an offered Lot. Online bidding may or may not increase the increments.
- d. Pre-bids placed while the lot is being offered will not be actioned.
- e. Progress of the auction can be watched live, and bids increased if the bidder is active in the live auction.

17. Descriptions and Condition

Whilst we seek to describe lots accurately, it may be impractical for us to carry out exhaustive due diligence on each lot. Prospective buyers are given ample opportunities to view and inspect before any sale and they (and any independent experts on their behalf) must satisfy themselves as to the accuracy of any description applied to a lot.

Prospective buyers also bid on the understanding that, inevitably, 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 shall be honestly and reasonably held and accept liability for opinions given negligently or fraudulently.

Subject to the foregoing neither we the auctioneer nor our employees or agents nor the vendor accept liability for the correctness of such opinions and all conditions and warranties, whether relating to description, condition, or quality of lots, express, implied, or statutory, are hereby excluded.

A Condition Report is an honest expression of our opinion, not a statement of fact and is provided as a service to the Vendor. We accept no liability for the opinions expressed in any Condition Report.

Private treaty sales made under these Conditions are deemed to be sales by auction for purposes of consumer legislation.

Some furniture offered in the sale (as applicable) was not originally intended for use in a private home and will be sold under the category "works of art". It is possible that some furniture does not comply with the Furniture and Furnishings Regulations 1989 and, for this reason, should not be used in a private home or re-upholstered. We do not provide any warranty or guarantee as to the safety of such furniture or the compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1989.

The sale of soft furnishings is strictly regulated by the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989, 1993 and 2010). Any Lot found not to comply with these regulations will not be accepted for sale and must be removed at the Vendors expense or disposed of at the Vendors expense. For the avoidance of doubt, we do not conduct testing of soft furnishings for compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989, 1993 and 2010) and no warranty or representation in relation to the same is accepted or given. It is the sole responsibility of the Vendor to ensure compliance.

18. Intangible assets – Where any Lot comprises, or includes, any intangible asset, such as, but not limited to, goodwill, a database, website, domain name, telephone or facsimile number, the Buyer will be responsible for taking all steps necessary at the Buyer's cost to complete the transfer of the relevant Lot. The Buyer shall be responsible for all costs related to the transfer, including any fees or professional or other costs. The Buyer shall deliver or procure the delivery to, and collection from, the Vendor of all documentation that requires signature by the Vendor.

If the Vendor requires legal advice on any documents produced by the Buyer, the Buyer shall be responsible for meeting all legal costs incurred by the Vendor.

19. Computer equipment – Unless otherwise specified in the Sale Details, computers are sold without hard drives, operating systems, or software of any description. The Buyer undertakes to ensure that any computer systems are used only with properly licensed software. The Buyer undertakes that it will not use, copy, or release to any person, and will ensure secure deletion of, any data found on any computer or computer media purchased, and immediately advise the Vendor or Agent that data was found. The Buyer agrees to indemnify the Agent and the Vendor against any claims made relating to misuse of data caused by the act of the Buyer.

20. Transfer of any database – If the Buyer receives from the Vendor by any means any database containing personal information the following provisions will apply:

- the Vendor gives no warranty as to ownership of the database or the information contained in it.
- the Vendor gives no warranty that it has complied with the requirements of any relevant data protection legislation.
- the Buyer, by making an offer for the database or any equipment on which the database is contained, warrants that it requires the information for the purpose of using the Lots which it purchases and that it is registered under all relevant data protection legislation.
- the Buyer warrants that it will comply with all relevant data protection legislation applying to the transfer of the database and that it will seek the consent of every person on the database to the transfer.

- the Buyer warrants that it will delete all personal information contained on any database for those people who do not consent, or if so, requested any person on the database.
- the Buyer hereby indemnifies the Vendor and the Agent against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Vendor or the Agent arising out of or in connection with the processing of the any data on the database except to the extent that the claims against the Vendor have arisen out of or in connection with any negligence or wilful default of the Vendor.

21. Forgeries

Any Lot which proves to be a deliberate forgery (as defined) may be returned to us by you within 21 days of the auction provided it is in the same condition as when bought and is accompanied by particulars identifying it from the relevant catalogue description and a written statement of defects. If we are satisfied from the evidence presented that the Lot is a deliberate forgery, we shall refund the money paid by you for the Lot including any buyer's premium provided that.

- a) if the catalogue description reflected the accepted view of scholars and experts as at the date of sale or
- b) you personally are not able to transfer a good and marketable title to us, you shall have no rights under this condition.

The right of return provided by this Condition is additional to any right or remedy provided by law or by these Conditions of Sale.

22. Artist Resale Rights

If you buy a work of art by a living artist or an artist who has died in the last 70 years, which costs more than the UK sterling equivalent of €1,000, you will have to pay a royalty relating to the Artists Resale Right Regulations 2006. The royalties are administered by the Design and Artists Copyright Society (DACS), or the Artist's Collecting Society (ACS), and no handling costs are retained by Spicer's.

Items that may qualify for this royalty are marked in the catalogue next to the lot number. The current royalty charge for qualifying items over €1,000 are:

- Up to €50,000 – 4%
- €50,000.01 to €200,000 – 3%
- €200,000.01 to €350,000 – 1%
- €350,000.01 to €500,000 – 0.5%
- Exceeding €500,000 – 0.25%

Royalty charges are calculated using the Euro to UK sterling exchange rate on the day of the sale.

Please check in advance or see the specific auction details for further information as these rates may change.

23. Import/Export

It is your responsibility to obtain the correct import/export licenses and CITES (Convention on International Trade in Endangered Species) licenses for items which you are buying. Spicer's Auctioneers take no responsibility for the export of goods which you have bought. It is entirely the responsibility of the buyer to acquaint himself with the precise Foreign Currency to UK sterling exchange rate on the day of the sale in this regard and the auctioneer accepts no responsibility whatsoever if the qualifying rate is different to the rate indicated.

Export/CITES Regulations

Clients intending to import/export any item derived from natural history specimens into/from a non-European country should first check for any Import/Export and possession restrictions prior to bidding/selling.

Certain species are also subject to CITES regulations when exporting/importing these items out of the EU. CITES regulations are given on www.ukcites.gov.uk

24. Online Bidding

The terms and conditions within this document relate to online as well as in person bidding. **Through using the Spicer's Website, Easy Live Auctions.com or The Saleroom or other specified online bidding platforms, you are confirming your acceptance to these terms.**

We offer an online bidding service via Spicersauctioneers.com, Easyliveauction.com and Thesaleroom.com for bidders who cannot attend the sale.

Bidding through Spicer's Auctioneers.com will incur a 3% surcharge plus VAT.

Bidding through EasyLive.com will incur a 3% surcharge plus VAT or on registration there is a 'flat fee' option which may vary depending on auction type.

Bidding through The_saleroom.com will incur a 4.95% surcharge plus VAT.

25. Postage and Packing. Check our latest rates on our website or contact us.

Spicer's can only offer shipping in padded envelopes in either large letter size (750g, 35.3cm x 25cm x 2.5cm) or small parcel (2kg, 45cm x 35cm x 16cm) Any packing and handling of purchased lots by the Auctioneers' staff is undertaken solely as a courtesy to clients.

We may be able to offer 'pack, weigh, measure'. A service for buyers to arrange their own collection couriers. Spicer's will charge for this service to pack securely using our own materials, weigh the package, take dimensions. Email these to the buyer who can source their own courier service, then advise Spicer's returning a delivery note to be printed and applied to the package, securely sealed, and await collection by the appointed service.

We may not, for legal reasons or our own policy offer shipping, packing or postage of certain items. The potential purchaser should check in advance of bidding if there are concerns about receiving their purchased goods. It is the buyer's responsibility to ensure they can receive their purchased items.

We have a list of recommended couriers which buyers can request, to ensure their Lot's can be received to their appointed destination. This list is not exhaustive. We will work with buyers to be as helpful and supportive as staff time and availability will allow at our discretion.

Damage incurred in transit due to packing and handling will not be considered for claim unless photographs of the package are provided unopened if apparent damage is visible then images of the opened package and damage to contents. All claims must be filed within three days of parcel delivery with an accompanying email containing the courier, the

lot number, the buyer number, and the damage incurred supported by images along with any other helpful information should a claim need to be made and taken further. We will not issue an instant refund until the matter is investigated, which may take up to seven working days.

26. General

We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.

All Buyers must be over the age of 18 to bid for any Lot.

Any right to compensation for losses liabilities and expenses incurred in respect of and because of any breach of these Conditions and any exclusions provided by them shall be available to the vendor and/or the auctioneer as appropriate. Such rights and exclusions shall extend to and be deemed to be for the benefit of employees and agents of the vendor and/or the auctioneer who may themselves enforce them.

Where Lots are sold on the instruction of an insolvency practitioner advising, or appointed to, a Vendor, the insolvency practitioner acts solely as agent for the Vendor and shall be under no personal liability whatsoever in respect of the sale.

Any notice to any buyer, vendor, bidder, or viewer may be given by email in the first instance or post, in either case it shall be deemed to have been received by the addressee within 48 hours.

Special terms may be used in catalogue descriptions of particular classes of items in which case the descriptions must be interpreted in accordance with any glossary appearing at the commencement of the catalogue.

Spicer's Auctioneers will dispose of items from house clearances which, in our opinion and at our sole discretion, are of no saleable value, these may be donated to charity or to waste disposal services. A charge for disposal will be made for this service.

Any indulgence extended to bidders' buyers or vendors by us notwithstanding the strict terms of these Conditions or of the Terms of Consignment shall affect the position at the relevant time only and in respect of that concession only; in all other respects these Conditions shall be construed as having full force and effect.

English law applies to the interpretation of these Conditions. Based upon recommended Conditions of Sale by Society of Fine Art Auctioneers and Valuers and the Royal Institute of Chartered Surveyors.

27. Storage

Vendors: We disclaim all liability for goods delivered to our saleroom without sufficient sale instructions and reserve the right to make minimum warehousing charge of £50 per lot per month or part thereof plus VAT.

Unsold lots are offered up to three times subject to discussion and consignment to future auctions. However, unsold, uncollected lots are charged at £50 per month or part thereof plus VAT, if they are not removed within four weeks of notification. If not removed and charges remain unmet, Spicers reserve the right to sell the lots and defray charges from any net proceeds of the sale or at your expense to consign them for disposal.

Buyers: Goods will be stored free of charge for five days following the auction. Storage fees of £50 per month or part thereof plus VAT will be applied for non-collection. Each additional month goods remain uncollected a further £50 will be charged monthly.

Winners' notification to pay and collect will be sent as proforma invoice after the auction has closed. It is the buyer's responsibility to advise Spicer's of collection arrangements and adhere to the collection period. Collections may be made in person or by nominated courier. Buyers should ensure their communication information is up to date and any changes advised which may impact on payment or storage.

Non-payment of storage costs, non-collection, non-communication may result in the Lot/s being reoffered for sale.

28. Catalogue practice and terminology for paintings

Terms used in this catalogue have the meanings ascribed to them below and any statement as to authorship, attribution, origin, date, age, provenance, and condition, is an opinion and is not to be taken as a statement or representation of fact. Buyers are advised to inspect the property themselves. Written condition reports are usually available on request.

- Full Name(s) or recognised title of an artist, without any qualification: - In our opinion a work by the artist.
- Initials of the forename(s) and the surname of the artist: - In our opinion a work of the period of the artist which may be wholly or in part his work.
- 'Attributed to' – In our opinion probably a work by the artist in whole or in part.
- 'Manner of' or 'Circle of' – In our opinion a work executed in the artists style, or showing his influence, either of the period or later.
- 'After' – In our opinion a copy of any date of a work by the artist.
- 'Signed' / 'dated' / 'inscribed' – In our opinion a work by the artist.
- 'Bears signature' / 'bears date' / 'bears inscription' – In our opinion appears to be by another hand.
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29. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

Spicer's Auctioneers Ltd, March 2023.