

Welcome to Littleton Auctions

Conditions of Sale

Littleton Auctions Limited ('The Auctioneers') act in every respect relating to goods and the sale thereof as agents only of the person or persons ('the Vendor'), sending to or leaving such goods with the Auctioneers with a view to the sale thereof.

Applying to Purchasers

All lots are sold as shown, with all faults, imperfections and errors of description and the Auctioneers shall not be liable for and do not accept responsibility for the authenticity, genuineness, date, age, period or condition or quality of any lot, in bidding the purchaser accepts the lot as shown, and the auctioneers shall not be liable for errors of description express or implied as to any of these matters. The Auctioneers may at the sale, either verbally or in writing, modify any descriptions or statement in the catalogues.

Bidding

- * Potential bidders must, before commencement of the sale, register their full name, postal address and contact number(s) with the Auctioneers (proof of I.D. is required).
- * In making any bid or commission bid a purchaser acknowledges that his attention has been drawn to these conditions of sale and that he agrees to be bound by them.
- * The highest bidder at the fall of the gavel shall be the purchaser.
- * The advance of bidding shall be regulated by the Auctioneers who reserve the right to refuse any bid.
- * The Auctioneers reserve the right of absolute discretion in all disputes concerning the conduct of any sale and to re-offer, either immediately or in a future auction, any disputed lot.
- * In the case of lots upon which the Vendor has imposed a reserve the Auctioneers shall have the right to bid on behalf of the Vendor.
- * A premium of the rate of 15% + V.A.T. of the price realised for each lot over and above the hammer price is due to the Auctioneers for their own retention, and the property in any lot shall not pass to the purchaser until he has made payment to the Auctioneers of the full hammer price and the purchaser's premium and a minimum charge of £2.50 + V.A.T. per lot will be charged.
- * In certain circumstances a lot may be subject to V.A.T. This lot will be marked with an asterisk

Commission and Telephone Bids

If instructed, the Auctioneers will execute bids and advise prospective purchasers. This service is free. Lots will always be purchased as cheaply as is allowed by other bids and reserves. In the event of identical bids, the in house bid will take precedence. There must always be a maximum limit indicated. 'Buy' or unlimited bids will not be accepted. Commission bids placed by telephone are accepted at the client's risk. All bids are accepted exclusive of buyers premium.

Written confirmation of telephone bids from persons unknown to the Auctioneers must be received before the commencement of the sale. Whilst every effort will be made to execute telephone bidding, the Auctioneers cannot be held responsible for any default or neglect in connection with this service. All such arrangements therefore are made entirely at the prospective buyer's risk.

It is recommended that all requests for telephone and commission bids are received by the auctioneers by the end of day prior to the auction. While every attempt will be made to execute such bids received on the day of the auction, it is not always possible to do so at this late stage.

Clearance and payment

No lots may be removed without payment of the full purchase price and the purchaser's premium unless any prior arrangements have been made. All lots are at the purchaser's risk after his highest bid has been accepted by the Auctioneers. All lots must be removed at the purchaser's risk and expense by 5pm on the Monday following the sale, in default of which the goods will be removed and stored at a charge of £10 + V.A.T. per week per lot, plus any transport costs. The Auctioneers shall not be liable for any loss or damage of any kind while the lot is in their or their agents' custody. In the event of any breach of these conditions by the purchaser the Auctioneers reserve the right to re-sell any lot without further notice by public or private sale and any loss arising from such sale together with all charges and expenses shall be made good by the defaulter. Purchasers shall be charged interest on any account unpaid for more than 7 days from the date of sale at the rate of 6.5% per month or part month. No lot to be removed during the sale without being previously paid for, this at the discretion of the Auctioneers.

Applying to Vendors

Sales commission & Fees

Commission is charged to sellers at the following rates:

Individual lots up to: £1000 = 15% + V.A.T.

£1001 up to £ 2000 = 12.5% + V.A.T.and

over £2000 = 10% + V.A.T.

Guarantee on the hammer price of 1%

There is a Lotting-up fee of £2 + V.A.T. per Lot to cover handling, cataloguing and marketing, this is charged whether the item sells or not and is not negotiable.

Electrical safety check (PAT TESTING) charges also apply at the rate of £ 5 + V.A.T. per Lot.

Storage

The Auctioneers offer free storage of items delivered up to three weeks prior to sale however reserve the right to make a charge for storing all goods delivered earlier than this or with insufficient instructions and also for goods left on their hands for more than 14 days after the Vendor has received notification of non-sale.

Reserves

Reserves must be confirmed in writing prior to the sale otherwise the Auctioneers will not be responsible for the application of reserves. Reserves will not be accepted on any lot deemed by the auctioneers to be of a value of less than £30 (thirty pounds), (certain exceptions apply), and lots deemed below this value will be sold regardless of estimate.

Unsold Lots

All lots unsold must be removed by the vendor within 7 days of the sale, items not collected by this time will be re-offered for sale without reserve. If the said lots remain unsold after reoffering, and are not collected by the vendor, they will be disposed of at the vendors cost.

Payment

Settlement to Vendors become due 11 working days after the sale, at this point proceeds can be collected from the saleroom OR payment can be made via a BACS transfer directly into the vendor's nominated account (if requested after the payment becomes due). The Auctioneers act as agents and are thus not liable for any default by the purchaser. The Auctioneers will pay the net proceeds of the sale to the Vendor, provided that the Auctioneers have been paid by the purchaser. The Auctioneers shall be entitled to withhold or set off any liability of the Vendor to the Auctioneers on any account against any sale proceeds otherwise due to the Vendor. Vendors proceeds must either be collected (or requested to be paid via BACS transfer) within 6 months of the sale date, after this time no claim can be made.

Applying to all - Third party liability

The Auctioneers shall not be liable for any loss, damage or injury whatsoever occasioned to or sustained by any person during the period of public viewing at the auction sale, or before, during or after the sale itself, however the same may arise, unless arising from the negligence of an employee of the Auctioneers.