

# QUEENS ROAD AUCTIONS

## **IMPORTANT NOTICES**

### **CONDITIONS OF SALE**

All lots are sold subject to these Important Notices and the Conditions of Sale set out in this Catalogue. Additional copies will also be displayed at the Sale venue and are available on request. These Important Notices contain specific conditions relating to this Sale and additional important information which will help you get the best out of the Sale. They should be read in conjunction with the Conditions of Sale.

These Important Notices and the Conditions of Sale may be varied by notices posted at the Sale venue or by announcements made by the Auctioneer.

These Important Notices together with the Conditions of Sale are the legal basis on which you transact for the purchase of goods at auction. They define and govern two different legal relationships: that between you and the seller, and the distinct and separate legal relationship between you and us. Please read these Important Notices as well as the Conditions of Sale carefully and ask for explanation of any term that you do not understand.

The Conditions of Sale are designed to strike a fair and realistic balance among the interests of all parties. They are also designed to co-ordinate with the terms of the consignment contract under which individual sellers have authorised us (as the seller's agent) to sell goods at auction.

Our intermediary role as agent for each individual seller, requires that we delimit and delineate our undertakings in a manner consistent with that function. The tripartite nature of the various relationships means that some terms apply only between you and the seller, whereas others apply only as between you and us, and others apply commonly as between you and both the seller and us. We have indicated, from our arrangement of the terms in the Conditions of Sale and our use of paragraph headings, the parties to whom a particular term applies. We have also explained the reasoning behind particular terms so that you can understand their objectives more clearly.

Finally, we ask you to note two specific points relating to the Conditions of Sale. First, the duty to pay the buyer's premium in paragraph 3 arises from, and is the sole obligation imposed by, a separate and independent unilateral contract, your liability under which is triggered by the fall of the auctioneer's hammer in your favour. We owe no counter-obligation under this unilateral contract and undertake no service to you

(whether for the purpose of the Unfair Terms In Consumer Contracts Regulations 1999 or for any other purpose). Secondly, any disclaimer of responsibility on our part in the Conditions of Sale takes effect as a contract term and not a notice for the purposes of the Unfair Contract Terms Act 1977.

## LOTS

Items sold at auction are generally of some age. Accordingly, lots are sold on an "as is" basis, subject to all faults, imperfections and errors of description.

Illustrations and photographs contained in the Catalogue or elsewhere of any lots are for identification purposes only. They may not reveal the true condition of the lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the lot.

You are strongly advised to examine any lot in which you are interested prior to the Sale as it is your responsibility to satisfy yourself as to each and every aspect of the lot.

Lots which were originally operated by mains electricity may not comply with the current statutory requirements and as such are offered for sale solely for display or historical purposes. You should not assume they are suitable for connection to the mains electricity supply and should ensure that such items are checked by a qualified electrician before use.

Any person who damages a lot will be held liable for the loss caused.

Neither we nor the seller are liable for any error or misstatement in or omission from the description of a lot. Any statement made by or on behalf of us is an expression of opinion and should not be relied upon by a bidder or buyer. Our liability to you is limited in the manner set out in the Conditions of Sale.

## CONDITION REPORTS

On request we are happy to provide a report on the physical condition of most lots. Although this will be at the bidder's request, it forms part of the service we provide to the seller of the lots. In providing a condition report, we are not entering into a contract with you and, accordingly, assume no responsibility to you in respect of the report. As stated above, neither we nor the seller are liable for any error or misstatement in or omission from the description of a lot contained in a condition report. Any statements contained in our report are expressions of our opinion and not statements of fact. Such statements do not imply any basis of fact upon which the opinion may be founded. Notwithstanding our report, we always strongly urge you to inspect the lot yourself and to consult an independent professional conservator, restorer or engineer to satisfy yourself as to the condition of the lot. In the event of a successful bid in relation to the

lot, you will have purchased the lot with no reliance on the condition report.

## THE AUCTION

Please check the date and the starting time of the Sale. You should also check whether there have been any withdrawals or late entries. The lots for which you wish to bid may be withdrawn. Also bear in mind that withdrawals and late entries may affect the time the lots for which you wish to bid are put up for sale.

Auction speeds can exceed 140 lots to the hour. Bidding steps are generally in increments of about 10 per cent. Nevertheless, auction speeds and bidding steps can vary from sale to sale and auctioneer to auctioneer. Please check with the office for specific advice.

We have the right at our sole discretion without assigning any reason for doing so to refuse admission to our premises or attendance at the Sale by any person.

An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid in sterling. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

## USE OF VIDEO EQUIPMENT/RECORDING OF TELEPHONE CALLS

We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale.

## BIDDING

You may bid at the Sale in person, by telephone as the bidding is taking place, by placing an absentee bid by post, fax or e-mail or by your own appointed agent. The service we offer allows you to make absentee and telephone bids. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to reserves and other bids made for the lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. Please see below for specific conditions relating to the placing of such bids.

All persons wishing to bid must be registered with us at each Sale before doing so. We may need to see proof of identity and residence in order to register you as a bidder for large value items. Please bring your passport, driving licence or similar proof of identity

and a credit or debit card. If you are unable to provide satisfactory proof of identity and residence, we may request a deposit before allowing you to bid.

- In person

Please come to our bidder registration desk at the Saleroom in order to fill out a bidder registration form on the day of the Sale.

The bidding number system is sometimes referred to as "paddle or card bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. A bid made with your paddle/card is treated as a bid made by you and you should ensure safe keeping of your card at all times during the sale and view. Should you be a successful bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the buyer's. You should not let anyone else use your as all lots will be invoiced to the name and address given on your bidder registration form. Once an invoice is issued it will not be changed.

If there is any doubt as to the hammer price of or whether you are the successful bidder of a particular lot, you must draw this to the attention of the Auctioneer before the next lot is offered for sale. At the end of the Sale, or when you have finished bidding please return your card to the bidder registration desk.

- By telephone

If you wish to bid at the Sale by telephone, please inform our office. The telephone bidding facility is a discretionary service and may not be available in relation to all lots. Please contact us for further details.

Please note that all telephone calls to and from Queens Road Auctions may be recorded.

- By post or fax

New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed.

- Via the Internet

Please visit our website at <http://www.queensroadauctions.com> for details of how to bid via the Internet.

- Through an agent

Please let us know if you are acting on behalf of another person when bidding for lots at the Sale. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a telephone or absentee bidding form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the bidder will be the

buyer and will be liable to pay the hammer price and buyer's premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We may require proof of the agent's client identity and residence in advance of any bids made by the agent on his behalf. Please refer to the Conditions of Sale.

## PAYMENT

### Buyer's Premium

A premium is payable by you to us if you successfully bid for a lot. It is calculated by reference to the hammer price of the lot and is charged in addition to the hammer price. VAT is payable on the premium. For more information on VAT please see below.

The following rates of premium will be payable by buyers of lots:  
17.5% of the hammer price.

### VAT

The following symbols are used to denote that VAT is due on the hammer price and buyer's premium: \* denotes VAT. In all other instances no VAT will be charged on the hammer price, but VAT at the prevailing rate will be added to the buyer's premium which will be invoiced on a VAT inclusive basis.

## METHODS OF PAYMENT

Purchases can only be released when full settlement (inclusive of all charges) of all invoices issued to the buyer is received. Before bidding, you should ensure that you have the necessary funds available and be able to pay according to one of the methods set out below. Bankers Draft/Building Society cheques should be made payable to Queens Road Auctions. We accept the following methods of payment:

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

- Cash: you may pay for lots purchased by you at this Sale with notes and or coins provided that the total amount payable by you in respect of all lots purchased by you at the Sale does not exceed £5,000, If the amount payable by you for lots exceeds that sum, the balance must be paid otherwise than in coins or notes.
- Bank transfer: you may electronically transfer funds to our account. Please quote your card number and invoice number as the reference.

If paying by bank transfer, the amount received after either the deduction of bank fees or for the conversion to pounds sterling, must not be less than the sterling amount payable on the invoice.

- Debit cards drawn on a U.K. bank: there is no additional charge for purchases made with these cards. Debit cards drawn on an overseas bank or deferred debit cards will be subject to a 3% surcharge.
- Credit cards Visa and Mastercard Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards.

#### CUSTOMER SERVICES

For all customer enquiries please contact customer services on 01392 256256

#### THIRD PARTY LIABILITY

Every person on the premises of Queens Road Auctions or any other premises on which they may be holding an Auction Sale at any time shall be deemed to be there at his or her own risk and without notice of the conditions of the premises and of the method of arranging furniture, etc. He or she shall have no claim against Queens Road Auctions in respect of any injury he or she may sustain for any accident which may occur.

#### DELIVERY

All goods delivered to Queens Road Auctions premises or any other premises where Queens Road Auctions may hold a Sale by Auction at any time shall be delivered for sale by auction unless otherwise stated in writing and such goods will be lotted and catalogued and sold at the discretion of Queens Road Auctions and will be accepted by Queens Road Auctions subject to all of the Sale Conditions. When goods are delivered to Queens Road Auctions for inclusion in their auction sales whether such sales shall be on their premises or elsewhere, the vendor thereby acknowledges that he or she has accepted and agreed to be bound by Queens Road Auctions Standard Conditions of Sale.

#### DAMAGE OR LOSS

Queens Road Auctions disclaim all responsibility for damage or loss to goods or for any unauthorised removal of goods unless such damage or loss is caused by the negligence of their own employees.

#### WARRANTY OF TITLE AND AVAILABILITY

- (a) The vendor warrants to Queens Road Auctions and to the purchaser that he or she is the true owner of any goods delivered to Queens Road Auctions or is properly authorised to sell such goods by the true owner and is able to transfer good and marketable Title to the goods free from any third part claims.
- (b) The vendor will indemnify Queens Road Auctions, its servants and agents and the purchaser against any loss or damage suffered in consequence of any breach of Condition (a) above.

## COLLECTIONS

Queens Road Auctions do not themselves undertake the collection of goods but will if instructed by the vendor instruct a contractor on the vendor's behalf in their capacity as agents. Queens Road Auctions disclaim all responsibility for any loss or damage to those goods or for unauthorised removal of goods and for damage to premises caused by the contractors.

## INSURANCE

Queens Road Auctions does not undertake to insure goods under deliver to or from its auction room nor while on the premises and advises owners and buyers to arrange appropriate insurances.

## UNSOLD GOODS

- (a) SUBJECT TO the provisions contained in Sub-Clause (c) below, where any goods fail to sell, Queens Road Auctions shall notify the vendor accordingly. The vendor shall then make arrangements either to re-offer goods for sale or to collect the goods and to pay any commission that may be due and expenses. If such arrangements are not made
  - i) within two working days of such notification, the vendor shall be responsible for any removal, storage, insurance and expenses
  - ii) Within three months of notification, Queens Road Auctions shall have the right to sell the goods at Public Auction without reserve and to deduct from the hammer price any sum owing to Queens Road Auctions including (without limitation) the removal, storage, insurance expenses, commission and any other reasonable expenses.
- (b) Queens Road Auctions reserve the right to charge commission on unsold goods

up to one half of their rates where a reserve figure has been placed on goods by the vendor or where goods are 'bought-in'. This commission shall be calculated on the reserve figure of 'bought-in'.

- (c) The above Sub-clause (a) above shall not apply to goods which in the opinion of Queens Road Auctions are of very little or no monetary value and are offered for sale at a sale designated as neither a "General" Auction or "House" Sale and for which no bid is reserved by the Auctioneer. If such goods shall fail to sell then Queens Road Auctions reserve the right to dispose of such goods in their absolute discretion without in any way being liable to account (whether it be for payment or compensation or otherwise) to the vendor after the expiry of two working days from the date of the vendor being notified of such failure.

## SALE OF VEHICLES

No warranty is given that any second-hand motor vehicle sold is in a roadworthy condition at the time of the Sale and purchasers of vehicles will be required to sign an Undertaking upon purchase that such vehicles will if necessary be put into good and roadworthy condition by the purchaser at their own expense before use on any road in Great Britain.

## EXPORT/IMPORT LICENCES

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by the Department for Culture, Media and Sport and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the Department for Culture, Media and Sport website [www.culture.gov.uk](http://www.culture.gov.uk) or by phoning DCMS on 0207 7211 6164. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any sale nor allow any delay in making full payment for the lot.

## CITES

Please be aware that some lots are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at [www.ukcites.gov.uk](http://www.ukcites.gov.uk) or may be requested from:

Department for Environment, Food and Rural Affairs (DEFRA) Global Wildlife Division  
1st Floor, Temple Quay House 2



The Square Temple Quay  
BRISTOL BSI 6EB

## DATA PROTECTION

As a result of the services provided by us, we obtain personal data about you. We may use your personal data to notify you about changes to our service and to provide you with information about products or services that you request from us or which we feel may be of interest to you. We may disclose your personal information to any member of our group which means our linked branches. We will not disclose your data to any third party outside our group for the purpose of direct marketing but we may from time to time provide you with information about goods and services provided by such third parties which we feel may be of interest to you. Queens Road Auctions is a trading name within the Whitton & Laing partnership, Exeter.

## COLLECTION AND STORAGE AFTER SALE

Collection of goods within a maximum of 1 day after the sale is required.

Queens Road Auctions will not be responsible for lots damaged lost or stolen from 1 day after the sale.

Where lots are left beyond a week, special storage terms apply; please check with the office prior to bidding.

## HANDLING AND STORAGE CHARGES

Please Note

There will be no charge for lots collected within 7 days of the sale date. The charges levied thereafter are as follows: - Transfer per lot £10.00 Daily storage per lot £3.40

## INSURANCE CHARGES

12.5% of Total Charges

All above charges are exclusive of VAT

## Payment

All charges must be paid by the time of collection.

### **Auctions (Bidding Agreements) Act, 1927**

[17 & 18 Geo. 5.]

An Act to render illegal certain agreements and transactions affecting bidding at auctions. [29th July, 1927]

Be it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1.

1. If any dealer agrees to give, or gives, or offers any gift or consideration to any other person as an inducement or reward for abstaining, or for having abstained, from bidding at a sale by auction either generally or for any particular lot, or if any person agrees to accept, or accepts, or attempts to obtain from any dealer any such gift or consideration as aforesaid, he shall be guilty of an offence under this Act, and shall be liable on summary conviction to a fine not exceeding one hundred pounds, or to a term of imprisonment for any period not exceeding six months, or to both such fine and such imprisonment:
2. Provided that, where it is proved that a dealer has previously to an auction entered into an agreement in writing with one or more persons to purchase goods at the auction bona fide on a joint account and has before the goods were purchased at the auction deposited a copy of the agreement with the auctioneer, such an agreement shall not be treated as an agreement made in contravention of this section.
3. For the purposes of this section the expression "dealer" means a person who in the normal course of his business attends sales by auction for the purpose of purchasing goods with a view to reselling them.
4. In England and Wales a prosecution for an offence under this section shall not be instituted without the consent of the Attorney General or the Solicitor-General.

2. Any sale at an auction, with respect to which any such agreement or transaction as aforesaid has been made or effected, and which has been the subject of a prosecution and conviction, may, as against a purchaser who has been a party to such agreement or transaction, be treated by the vendor as a sale induced by fraud: Provided that a notice or intimation by the vendor to the auctioneer that he intends to exercise such power in relation to any sale at the auction shall not affect the obligation of the auctioneer to deliver the goods to the purchaser.
3. The particulars which under section seven of the Auctioneers' Act, 1845, are required to be affixed or suspended in some conspicuous part of the room or place where the auction is held shall include a copy of this Act, and that section shall have effect accordingly.
4.
  1. This Act may be cited as the Auctions (Bidding Agreements) Act, 1927, and shall come into operation on the first day of January, nineteen hundred and twenty-eight.
  2. This Act shall not extend to Northern Ireland.

Auctions (Bidding Agreements) Act 1969  
Elizabeth II 1969 Chapter 56

An Act to amend the law with respect to proceedings for offences under the Auctions (Bidding Agreements) Act 1927; to make fresh provision as to the rights of a seller of goods by auction where an agreement subsists that a person or persons shall abstain from bidding for the goods; and for connected purposes. [22nd October, 1969]

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1.
  1. Offences under section 1 of the Auctions (Bidding Agreements) Act 1927 (which, as amended by the Criminal Justice Act 1967, renders a dealer who agrees to give, or gives, or offers a gift or consideration to another as an inducement or reward for abstaining, or for having abstained, from bidding at a sale by auction punishable on summary conviction with a fine not exceeding £400 or imprisonment for a term not exceeding six months, or both, and renders similarly punishable a person who agrees to

accept, or accepts, or attempts to obtain from a dealer any such gift or consideration as aforesaid) shall be triable on indictment as well as summarily; and the penalty

that may be imposed on a person on conviction on indictment of an offence under that section shall be imprisonment for a term not exceeding two years or a fine or both..

2. Notwithstanding anything in section 104 of the Magistrates' Courts Act 1952, an information relating to an offence under the said section 1 may be tried by a magistrates' court in England or Wales if it is laid at any time within five years after the commission of the offence and within three months after the date on which evidence sufficient in the opinion of the Attorney-General to justify the proceedings comes to his knowledge.
  3. Summary proceedings in Scotland for an offence under the said section 1 shall not be commenced after the expiration of five years from the commission of the offence, but, subject to the foregoing limitation and notwithstanding anything in section 23 of the Summary Jurisdiction (Scotland) Act 1954, such proceedings may be commenced at any time within three months after the date on which evidence sufficient in the opinion of the Lord Advocate to justify the proceedings comes to his knowledge, and subsection (2) of the said section 23 shall apply for the purposes of this subsection as it applies for the purposes of that section.
  4. For the purposes of subsection (2) above, a certificate of the Attorney-General as to the date on which evidence sufficient in his opinion to justify proceedings came to his knowledge shall be conclusive evidence and so, for the purposes of the last foregoing subsection, shall be a corresponding certificate of the Lord Advocate
  5. This section applies only to offences committed after the commencement of this Act.
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2. This section applies only to offences committed after the commencement of this Act.
    1. On any such summary conviction or conviction on indictment as is mentioned in section 1 above, the court may order that the person so convicted or that person and any representative of him shall not (without leave of the court) for a period from the date of such conviction -
      - a. in the case of a summary conviction, of not more than one year, or
      - b. in the case of a conviction on indictment, of not more than three years, enter upon any premises where goods intended for sale by auction are on display or to attend or participate in any way in any sale by auction.

2. In the event of a contravention of an order under this section, the person who contravenes it (and, if he is the representative of another, that other also) shall be guilty of an offence and liable-
  - a. on summary conviction, to a fine not exceeding £400
  - b. on conviction on indictment, to imprisonment for a term not exceeding two years or to a fine or to both
3. In any proceedings against a person in respect of a contravention of an order under this section consisting in the entry upon premises where goods intended for sale by auction were on display, it shall be a defence for him to prove that he did not know, and had no reason to suspect, that goods so intended were on display on the premises, and in any proceedings against a person in respect of a contravention of such an order consisting in his having done something as the representative of another, it shall be a defence for him to prove that he did not know, and had no reason to suspect, that that other was the subject of such an order.
4. A person shall not be guilty of an offence under this section by reason only of his selling property by auction or causing it to be so sold.

1. Where goods are purchased at an auction by a person who has entered into an agreement with another or others that the other or the others (or some of them) shall abstain from bidding for the goods (not being an agreement to purchase the goods bona fide on a joint account) and he or the other party, or one of the other parties, to the agreement is a dealer, the seller may avoid the contract under which the goods are purchased.
2. Where a contract is avoided by virtue of the foregoing subsection, then, if the purchaser has obtained possession of the goods and restitution thereof is not made, the persons who were parties to the agreement that one or some of them should abstain from bidding for the goods the subject of the contract shall be jointly and severally liable to make good to the seller the loss (if any) he sustained by reason of the operation of the agreement.
3. Subsection (1) above applies to a contract made after the commencement of this Act whether the agreement as to the abstention of a person or persons from bidding for the goods the subject of the contract was made before or after that commencement.
  4. Section 2 of the Auctions (Bidding Agreements) Act 1927 (right of vendors to treat certain sales as fraudulent) shall not apply to a sale the contract for which is made after the commencement of this Act.
  5. In this section, "dealer" has the meaning assigned to it by section 1 (2) of the Auctions (Bidding Agreements) Act 1927.
4. Section 3 of the Auctions (Bidding Agreements) Act 1927 (copy of Act to be exhibited at sale) shall have effect as if the reference to that Act included a reference to this Act.

5.

1. This Act may be cited as the Auctions (Bidding Agreements) Act 1969.
2. This Act shall come into force at the expiration of one month beginning with the day on which it is passed.
3. This Act shall not extend to Northern Ireland.