

# Terms and Conditions

## FOXHILL AUCTIONS

### Terms and Conditions

All of our auctions are governed by our Conditions of Business incorporating The Terms of Consignment (Primarily applicable to sellers), The Terms of Sale (Primarily applicable to bidders and buyers) and any notices that are displayed on our website or announced by our auctioneer at the auction.

Our Terms and Conditions are available for inspection on our website. Our staff will be happy to assist if there is anything you do not fully understand. Please make sure that you read the Terms and Conditions carefully before bidding in the auction. If your bid is successful, you will be obliged to comply with our terms of sale.

Methods of payment: Lots must be paid for before they are collected (and if necessary, posted). Payments should be made within 48 hours following the sale. Commission bidders should check the success of their bids and arrange payment/collection (and shipping if required) within this time. We prefer payments by Bank transfer. However, if collecting (and only if collecting) we will accept cash to an upper limit of £8000.00 pounds Sterling, Debit card to a limit of £500. Both cash and Debit card must be accompanied by Valid photo I.D.

Dispatch: We are able to pack and dispatch purchases in house. The cost of shipping is the full responsibility of the buyer. We do recycle our packaging to be able to ship to buyers at actual cost, Unlike others! Overseas buyers must contact for a range of shipping options. All items must be sent with contents cover to their sale value.

Agency: As auctioneers we act on behalf of the seller whose identity and for reasons of confidentiality is not normally disclosed. If you buy at auction your contract for the goods is with the seller, not with us as auctioneer.

Estimates: Estimates are designed to help you gauge what sort of sum might be involved for the purchase of a particular lot. An estimate is not a guaranteed sale price. The lower estimate may represent the reserve price (The minimum price for which a lot may be sold). Estimated are prepared some time in advance of an auction and may be altered by us or announcement by the auctioneer before the auction of the lot. They are not definitive.

Buyers Premium: The terms of sale oblige you to pay a buyer's premium at 20% on the Hammer price of each lot purchased plus V.A.T.

Inspection of goods by the buyer: As we act on behalf of the seller, we are dependant on information provided by the seller about their goods. We may inspect lots and will act reasonably in taking a general view about them. We will issue a condition report on the item upon the buyers request. You may request a condition report on any lots that you might wish to bid for by emailing [sales@foxhillauctions.co.uk](mailto:sales@foxhillauctions.co.uk). Condition reports can not be guaranteed within 24 hours prior to the sale and are not available at all on the day of the sale. Please note carefully the exclusion of liability for the condition of lots set out in the Terms of Sale at clause 12.3.

Bidding: Bidders will be required to register with us before the auction starts. We reserve the right to impose a decline prior to the auction on registration or placing commission bids. This could be days before an auction to enable us to check all relevant details. Lots will be invoiced to the name and address on the registration form. You will need to provide us with proof of identity in a form acceptable to us as well as any other information we may require. Please enquire in advance about our arrangements for telephone or online bidding. Please note that we may refuse to register you if you do not provide us with all the information and documentation that we ask for or at our discretion.

Commission Bidding: You may leave commission bids with us indicating the maximum amount to be bid against a lot (Excluding the Buyers' Premium). We will execute commission bids as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids we will prefer the first bid received (where this can be reasonably ascertained). All absentee bids should be received at least 12 hours before the auction commences. We cannot guarantee to execute commission bids received after this time.

Online bidding: Any lots purchased via a live online bidding service will be subject to an additional commission charge on the hammer price (Buyers' premium as specified above).

## Terms Of Consignment

Both the sale of the goods at our auctions and your relationship with us are governed by the Terms of Consignment (Primarily applicable to sellers), the Terms of Sale (Primarily applicable to bidders and buyers) and announcements by us at the auction (Collectively, the 'Conditions of Business'). The Terms of Consignment and The Terms of Sale are available upon request. Please read these Terms of Consignment carefully. If you (or another person acting on your behalf) provide goods to us to sell on your behalf at our auction, this signifies that you agree to and will comply with these Terms of Consignment.

Definitions and Interpretation 1.1 To make these Terms of Consignment easier to read, we have given the following words a specific meaning: "Auctioneer" - Foxhill Auctions, whose registered office is located at 34 High Street, Hungerford, RG17 0NF. "Bidder" - a person who places a bid for goods at our auction. "Buyer" - the person who makes the highest bid for the goods accepted by the Auctioneer. "Commission" - the commission that we charge you on the sale of the goods as set out in clause 5 below. "Consumer" - an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession. "Deliberate Forgery" - (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source (b) which is described in the catalogue as being the work of a particular creator without qualification, and (c) which at the date of the auction had a value materially less than it would have had if it had been as described. "Goods" - the goods that you consign to us for sale at our auction.

"Hammer price" - the level of the highest bid for the goods accepted by the Auctioneer by fall of the hammer.

"Premium" - the premium charged to the buyer on the sale of the goods in accordance with the Terms of Sale.

"Price" - the total of the hammer price plus premiums. "Proceeds" - the price less the commission, the premium and any expenses incurred to your account. "Reserve" - the minimum price at which the goods may be sold.

"Seller" - the owner of the goods and any agent who consigns the goods for sale on the owner's behalf (if applicable). "Terms of Consignment" - these terms of Consignment. "Terms of Sale" - the terms of sale for bidders or buyers at our auctions "Trader" - a seller who is acting for purposes relating to that seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf (such as an agent and/or the Auctioneer).

"Website" - our website, available at [www.foxhillauctions.co.uk](http://www.foxhillauctions.co.uk) In these Terms of Consignment, the words 'you', 'yours' etc refer to the seller. The words 'we', 'us' etc. refer to the Auctioneer. If the consignment of goods to us is made by an agent we assume that you (as owner of the goods) have authorised the consignment and authorised the agent to contract on your behalf. All Obligations that apply to the seller under these Terms of Consignment shall apply to the owner of the goods and their agent, jointly and separately. Any reference to a 'Clause' is to a clause of these Terms of Consignment unless stated otherwise.

2. Information that we are required to give to Consumers: 2.1 A description of the main characteristics of the auction related services that we are providing to you as set out in these Terms of Consignment or otherwise agreed. 2.2 Our Name, Address and contact details as set out in these Terms of Consignment and/or on our Website. 2.3 The rate at which we will charge you the commission on the sale of the goods as set out in clause 5. 2.4 The fee that we will charge you as set out in clause 16.3 if goods are withdrawn by you from the auction after the goods have been catalogued and/or marketed by us prior to the auction in anyway. 2.5 The arrangements for collection of any unsold goods as set out in clause 18. 2.6 If you have any complaints, please get in contact with us using the contact details set out in our website.

3. Procedure for consigning goods for sale at auction: 3.1 If you consign goods to us for sale at auction, you will need to provide us with the following information about you, in a form acceptable to us: 3.1.1 Your legal name and proof of identity. 3.1.2 Information about the goods (as set out in clause 10). 3.1.3 Your bank account

details. 3.1.4 Your address and contact details 3.2 If you do not provide us with, or we are not satisfied with any of the above information, we may refuse to accept consignment of your goods for sale in our auction. 3.3 You must provide the goods to us by any stated deadline (at your expense). We may be able to assist you with this process but any liability incurred to a carrier for haulage charges is solely your responsibility.

4. The contract between you and the buyer: 4.1 The contract between you and the buyer will be formed when the hammer falls accepting the highest bid for the goods at the auction. 4.2 You may directly enforce any terms in the terms of Sale against a buyer and/or a bidder to the extent that you have suffered damages and/or loss as a result of the buyer and/or bidder's breach of the terms of sale. 4.3 If you breach these Terms of Consignment, you may be responsible for damages and/or losses suffered by a buyer, bidder and/or by us. If we are contacted by a buyer and/or a bidder who wishes to bring a claim against you, we may in our discretion provide the buyer and/or bidder with information or assistance in relation to that claim. 4.4 We normally act as an agent only and will not have any responsibility for default by you or the buyer.

5. Commission: We will charge you a commission on the sale of the goods calculated as a percentage of the Hammer price at 20% (Unless negotiated otherwise)

6. Loss and Damage to Goods: 6.1 We are not authorised by the FCA to provide insurance to you. However, subject only to clauses 6.3 and 6.4. We accept liability for goods from the time we take possession of the goods until title passes to the buyer. 6.2 Our Liability for goods is limited to our mid pre-sale estimate for the lot before the sale, or our valuation if no estimate has been agreed, or the hammer less our commission if the lot has sold. 6.3 The liability accepted by us in Clause 6.1 does not include any liability for loss or damage to the goods that is caused by or results caused by Acts of Theft, God, flood, drought, earthquake or other natural disaster. Acts of terrorism, civil commotion, riots or war or Nuclear, chemical or biological contamination. 6.4 If you (or your agent) do not instruct us in writing not to assume liability for goods, the goods remain entirely at your risk unless and until the goods pass to the buyer or are collected by you or on your behalf. In this case Clauses 6.1-6.3 will not apply.

7. Photographs: All photographs are free, although we retain the copyright to all images and descriptions of all lots consigned.

8. Minimum bids and our discretion: For the same sale proceeds as you would have received had the reserve been the hammer price. If you specifically give us a "Discretion" we may accept a bid of up to 5% below the formal reserve.

9. Reserves: 9.1 Reserves must be reasonable and may not exceed our lower pre-sale estimate for that lot. We may decline to offer goods which, in our opinion, would be subject to an unreasonably high reserve. 9.2 Once we have agreed a reserve, this cannot be changed except with your and our consent. 9.3 Where a reserve has been agreed only we may bid on your behalf and only up to one bid below the reserve (if any) and you may in no circumstances bid personally or ask anyone else to bid on your behalf.

10. Warranties and information about the Goods: 10.1 You must provide us with all information that you have relating to the provenance, export/Import history, condition, attribution and authenticity of the goods (and any additional information that may be relevant). 10.2 In addition to any warranties implied by law, you warrant to us and the buyer that (i) any information you provide in relation to the goods is complete, correct and up to date. (ii) the goods will match any description of the goods that you provide to us. (iii) As far as you are aware, the main characteristics of the goods set out in the auction catalogue (as amended by any notice posted on our website or announced by us at the auction) are correct. (iv) To the best of your knowledge, the goods have been lawfully imported and lawfully permanently exported as required by the laws of any Country in which the goods were located. Required declarations upon the export and import of the goods have been properly made and any duties and taxes on the export and import of the goods have been paid. (v) You will pay all taxes and duties potentially due on the sale of the goods. 10.3 You must let us know promptly and in any event before the auction if you find out that any of the information you have provided to us relating to the goods is incorrect or incomplete from any inherent vice or defect affecting the goods. 10.4 Any information that you provide in relation to the goods may form part of the contract between both of us and the buyer, and you acknowledge that the buyer may have a statutory right to reject the goods if the information provided is incorrect. 10.5 If we have to refund the price of any goods to the buyer due to the goods being a deliberate forgery, you must promptly, and in any event within seven days, reimburse to us any proceeds that we have transferred to you for

those goods following receipt of our written notice requesting you to do so.

11. Transfer of Ownership of the Goods: You warrant and undertake to us and the buyer that you are the true owner of the goods (or are properly authorised by the true owner to sell the goods on the owner's behalf) and you currently have and will have the right to sell the goods to the buyer with good and marketable title free of and third party rights or claims at the time when ownership of the goods is to be transferred.

12. Indemnity: You will indemnify and keep us fully indemnified against any and all liability, loss, damage, costs (including reasonable legal fees) and expenses which we may incur or suffer as a result of any breach of clauses 15 or 16 by you or anyone acting on your behalf, including without limitation, if we are required to refund the price of any goods to the buyer as a result of your breach of these clauses.

13. Terms of Sale: You agree that the goods will be sold to the buyer in accordance with our Terms of Sale, a copy which will be in our auction catalogue (if applicable).

14. Authority to deduct commission and expenses and retain premium interest: You authorise us to deduct our commission at the stated rate and all expenses incurred on your account from the hammer price. You consent to our right to charge the buyer and retain beneficially the premium paid by the buyer in accordance with our terms of Sale and any interest earned on the sale of proceeds until the date of settlement.

15. Settlement: 15.1 Provided that the buyer has paid for the goods, we will usually pay the net sum due to you within 30 days of the day of the auction by BACS transfer direct into the bank account you notified to us in writing or by crossed cheque to the seller if preferred. 15.2 If the buyer has not paid for the goods, we will not submit payment to you. In this case no settlement will be made. We will however discuss with you the rights that we may exercise under Clause 9 of our Terms of Sale in relation to a buyer's failure to pay. We will not release the goods to the buyer until we have received payment in full of the price for the goods. 15.3 You must notify us in writing or by email if your bank account details change. We will not be responsible for any payments made to the incorrect bank account if this is because you have not provided us with the correct bank account details. 15.4 If we make payments to your bank account in error, we may request reimbursement by sending you an invoice. 15.5 We may deduct any sums that you owe to us from the proceeds.

16. Unsold and withdrawn items: 16.1 If the goods are unsold at auction, you authorise us to negotiate a sale by private treaty not later than the close of business two days following the last day of the auction. In this case you will pay to us the same charges as if such goods had been sold at auction and, so far as appropriate, these terms of consignment will apply to any such sale. 16.2 In addition to Clause 21.1, we may, with your consent, re-offer unsold goods at a future auction (or by private treaty thereafter as set out in clause 21.1) but we may recommend a variation in estimates or reserve. Where in our opinion, goods are unsaleable, we will notify you and you must collect such goods within an agreed period of time. Items remaining and not collected after 4 weeks will be disposed of as we see fit. It is the responsibility of the vendor to make sure that they have arranged Collection. 16.3 You will pay us a charge of 20% of the lower estimate on any goods that are withdrawn from the auction after being catalogued and/or marketed by us prior to the auction in any way.

17. Withdrawal of the Goods by us: 17.1 We may (acting reasonably) at our discretion at any time withdraw your goods from our auction; 17.1.1 for legal, repetitional or operational reasons (including if you fail to provide evidence to verify your identity or your title to the goods to our satisfaction), 17.1.2 if we reasonably believe that you may be, or are about to be in breach of these Terms of Consignment or if we reasonably believe the goods to be a deliberate forgery.

18. Warehousing: 18.1 We have no Liability for goods that you deliver to our salesroom without sufficient sale instructions. 18.2 Unsold and withdrawn goods will be subject to the charges set out in Clause 16.3 above if you do not Remove them within 7 days of the sale in which last offered unless alternative arrangements have been made with the Auctioneer. 18.3 If you do not remove your unsold or withdrawn goods within four weeks of being offered for sale. We may either (a) sell such goods or (b) Dispose of such goods at our discretion.

19. Our Liability to you: 19.1 We will not be liable to you for any loss of opportunity or disappointment suffered as a result of participating in our auction. 19.2 In addition, neither we nor the buyer shall be responsible to you and you shall not be responsible to the buyer or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the conditions of business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the lot, we, you and the seller knew it might

happen. 19.3 If we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the proceeds due for the goods if sold or the reserve if unsold. 19.4 Notwithstanding the above, nothing in these terms of Consignment limits the liability of us or our employees or agents for; 19.4.1 death or personal injury resulting from negligence (as defined in the unfair contract terms act 1977) 19.4.2 fraudulent misrepresentation or any liability which cannot be excluded by law.

20. Notices: 20.1 All notices between you and us regarding these Terms of Consignment must be in writing and signed by or on behalf of the party giving it. 20.2 Any notice referred in clause 20.1 may be given: 20.2.1 by delivering it by hand 20.2.2 by first class pre-paid post or recorded delivery 20.2.3 by email, provided that receipt of the email is acknowledged by the receipt. 20.3 Notices must be sent; 20.3.1 by hand or registered post: to us, at our address set out in these Terms of Consignment to you, at the last postal address that you have given to us as your contact address in writing. 20.3.2 by email to us, be sending the notice to the following email address: [info@foxhillauctions.co.uk](mailto:info@foxhillauctions.co.uk) and to you, by sending the notice to any email address that you have given us as your contact email address in writing. 20.4 Notices will be deemed to have been received; 20.4.1 if delivered by hand, on the day of delivery 20.4.2 if sent by first class pre-paid post or recorded delivery, two business days after posting, exclusive of the day of posting 20.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt (provided that the receipt is acknowledged by the recipient). 20.5 Any notice or communication given under these Terms of Consignment will not be validly given if sent by fax, any form of messaging via social media or text message.

21. Data Protection: We will hold and process any personal data in relation to you in accordance with our current privacy policy.

22. General: 22.1 Each of the clauses of these Terms of Consignment operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect. 22.2 We may change these Terms of Consignment from time to time, without notice to you. Please read these Terms of Consignment carefully, as they may be different from the last time you read them. 22.3 Except as otherwise stated in these Terms of Consignment, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Consignment or general law, and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Consignment is not a waiver of that or any other right. Partial Exercise of any right under these Terms of Consignment will not preclude any further or other exercise of that right or any other right under these Terms of Consignment. Waiver of a breach of any term of these Terms of Consignment will not operate as a waiver of breach of any other term or any subsequent breach of that term. 22.4 These Terms of Consignment are between you and us. No person other than you, the buyer or us will have any rights to enforce any of these Terms of Consignment. 22.5 These Terms of Consignment and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## Terms of Sale

1. Both the sale of goods at our auctions and your relationship with us are governed by the Terms of Consignment (primarily applicable to sellers) the Terms of Sale (primarily applicable to bidders and buyers) and any notices announced by us at the auction (collectively, the 'Conditions of Business') Please read these Terms of Sale carefully. Please note that if you register to bid and/or bid at auction this signifies that you agree to and will comply with these Terms of Sale. In these Terms of Sale the words 'you', 'yours' etc Refer to you as the Buyer. The words 'we', 'us' etc refer to the Auctioneer. Any reference to a 'Clause' is to a clause of these Terms of Sale unless stated otherwise.

2. Information that we are required to give to Consumers: 2.1 A description of the main characteristics of each lot as contained in the auction catalogue or online description. 2.2 Our name, address and contact details as set out heron, in our auction catalogues and/or on our website. 2.3 The price of the goods and arrangements for



payment as described in Clauses 4, 5, 7 and 8. 2.4 The arrangements for collection of goods as set out in clauses 8 and 9. 2.5 Your right to return a lot and receive a refund if the lot is a deliberate forgery as set out in clause 13. 2.6 we and trader sellers have a legal duty to supply any lots to you in accordance with these Terms of Sale. 2.7 If you have any complaints, please send them to us directly at the address [www.info@foxhillauctions.co.uk](mailto:www.info@foxhillauctions.co.uk)

3. Bidding procedures and the Buyer: 3.1 You must register your details with us before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us. You must also satisfy any security arrangements we have in place before bidding. 3.2 We strongly recommend that you inspect the lot or request a condition report. You are responsible for your decision to bid for a particular lot. If you bid on a lot, including by telephone and online bidding, or by placing a commission bid, we assume that you have been given a condition report and satisfied yourself regarding its condition. 3.3 If you instruct us in writing/email we may execute commission bids on your behalf. Neither we nor our employees or agents will be responsible for any failure to execute your commission bid, unless our failure to do so is unreasonable. Where two or more commission bids at the same level are recorded we will accept the first bid made (where this can be reasonably ascertained). 3.4 The bidder placing the highest bid for a lot accepted by the Auctioneer will be the buyer at the hammer price. Any dispute about a bid will be settled at our discretion. We may re-offer the lot during the auction or may settle the dispute in another way. We will act reasonably when deciding how to settle the dispute. 3.5 Bidders will be deemed to act as principals, even if the bidder is acting as an agent for a third party. 3.6 We may bid on lots on behalf of the seller up to one bid below the reserve. 3.7 We may refuse to accept any bid if it is reasonable for us to do so. 3.8 Bidding increments will be at our discretion (but will be in line with standard auction practice).

4. The purchase price: As the buyer you will pay the hammer price plus any commissions due (Buyers premium and V.A.T and any required shipping costs)

5. The contract between you and the seller: 5.1 The contract for the purchase of the lot between you and the seller will be formed when the hammer falls, accepting the highest bid for the lot at the auction. 5.2 You may directly enforce any terms in the Terms of Consignment against a seller to the extent that you suffer damages and/or loss as a result of the seller's breach of the Terms of Consignment. 5.3 If you breach these Terms of Sale, you may be responsible for damages and/or losses suffered by a seller or us. If we are contacted by a seller who wishes to bring a claim against you, we may in our discretion provide the seller with information or assistance in relation to that claim. 5.4 We normally act as an agent only and will not have any responsibility for default by you or the seller (unless we are the seller of the lot).

6. Payment: 6.1 Immediately following your successful bid on a lot you will; 6.1.1 give to us, if not already provided to our satisfaction, proof of identity in a form acceptable to us (and any other information that we require in order to comply with our anti-money laundering obligations) and; 6.1.2. pay to us the total amount due in any way that we agree to accept payment. Note there is an upper limit of £8000.00 pounds sterling for payments in cash. 6.2 If you owe us any money, we may use any payment made by you to repay these debts.

7. Title and collection of purchases: 7.1 Once you have paid us in full the total amount due for any lot, ownership of that lot will transfer to you. You may not claim or collect a lot until you have paid for it. 7.2 You will (at your own expense) collect any lots that you have purchased and paid for not later than 7 days following the auction. 7.3 If you do not collect a paid lot within 30 days after the auction, we may sell the lot. We will pay the proceeds of any such sale to you. We reserve the right to charge you a selling commission at our standard rates (20%) on any such resale lot. 7.4 Risk of loss or damage to the lot will pass to you when you (or your agents) take physical possession of the lot.

8. Remedies for non-payment or failure to collect purchases: 8.1 Please do not bid on a lot if you do not intend to buy it. If your bid is successful, these Terms of Sale will apply to you. This means that you will have to carry out your obligations set out in these Terms of Sale. If you do not comply with these Terms of Sale we may (acting on behalf of the seller and ourselves) pursue one or more of the following measures: 8.1.1 take action against you for damages or breach of contract, 8.1.2 reverse the sale of the lot to you and/or any other lots sold by us to you, 8.1.3 resell the lot by auction or private treaty (in which case you will have to pay any difference between the price you should have paid for the lot and the price we sell it for as well as the charges outlined in clause 7.5) Please note that if we sell the lot for a higher amount than your winning bid, the extra money will belong to the seller. 8.1.4 Reject or ignore bids from you or your agent at future auctions or impose conditions

before we accept bids from you and/or if we sell any lots for you, use the money made on these lots to repay any amount you owe us. 8.2 We will act reasonably when exercising our rights under clause 8.1. We will contact you before exercising these rights and try to work with you to correct any non compliance by you with these Terms of Sale.

9. Health and Safety: Although we take reasonable precautions regarding health and safety, you are on our premises at your own risk. Neither we nor our employees or agents are responsible for the safety of you or your property when you visit our premises, unless you suffer any injury to your person or damage to your property as a result of our, our employees or our agents negligence.

10. Warranties: 10.1 The seller warrants to us and to you that; 10.1.1 the seller is the true owner of the lot for sale and is authorised by the true owner to offer and sell the lot at auction, 10.1.2 the seller is able to transfer good and marketable title to the lot to you free from any third-party rights or claims 10.1.3 as far as the seller is aware , the main characteristics of the lot set out in the online auction catalogue (as amended by any notice displayed on our website or announced by the Auctioneer at the auction) are correct. 10.2 If, after you have placed a successful bid and paid for a lot, any of the warranties above are found not to be true, please notify us in writing/email. Neither we nor the seller will be liable to pay you any sums over and above the total amount due and we will not be responsible for any inaccuracies in the information provided by the seller except as set out below. 10.3 Please note that many of the lots that you may bid on at our auction are second hand. 10.4 If a lot is not second hand and you purchase the lot as a consumer from a seller that is a trader, a number of additional terms may be implied by law in addition to the sellers warranties set out at clause 10.1 (in particular under the consumer rights act 2015). These Terms of Sale do not seek to exclude your rights under law as they relate to the sale of these lots. 10.5 Save as expressly set out above, all other warranties, Conditions or other terms which might have effect between the seller and you, or us and you, or be implied or incorporated by statute, common law or otherwise are excluded.

11. Descriptions and condition: 11.1 Our descriptions of the lot will be based on (a) information provided to us by the seller of the lot (for which we are not liable) and (b) our opinion 11.2 We will give you a detailed condition report (upon request) before the auction. You (and any other independent consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a lot. We shall not be responsible for any failure by you or your consultants to request a condition report. 11.3 Representations of 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 will be honestly and reasonably held and accept liability for opinions given negligently or fraudulently.

12. Deliberate Forgeries: 12.1 You may return any lot which is found to be a deliberate forgery to us within 30 days of the auction provided that you return the lot to us in the same condition as when it was released to you, accompanied by a written statement identifying the lot from the relevant catalogue description and a written statement of defects. 12.2 If we are reasonably satisfied that the lot is a deliberate forgery we will refund the money paid by you for the lot (including any premium) provided that if, 12.2.1 the catalogue description reflected the accepted view of experts as at the date of the auction, 12.2.2 you personally are not able to transfer good and marketable title in the lot to us, you will have no right to a refund under this clause 12.2 12.3 If you have sold the lot to another person, we will only be liable to refund the price that you paid for the lot. We will not be responsible for repaying any additional money you may have made from selling the lot. 12.4 Your right to return a lot that is a deliberate forgery does not affect your legal rights and is in addition to any other right or remedy provided by law or by these Terms of Sale.

13. Our Liability to you: 13.1 We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our auction. 13.2 In addition to the above, neither we nor the seller shall be responsible to you and you shall not be responsible to the seller or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the conditions of Business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the lot, we, you and the seller knew it might happen. 13.3 Subject to clause 13.4 if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the total purchase price paid by you to us for any lot. 13.4 Notwithstanding the above, nothing in these Terms of Sale shall limit our liability (or that of our employees or agents) for, 13.4.1 death or personal injury resulting from negligence (as defined in the unfair contract terms act 1977) 13.4.2

fraudulent misrepresentation or any liability which cannot be excluded by law.

14. Notices: 14.1 All notices between you and us regarding these Terms of Sale must be in writing and signed by or on behalf of the party giving it. 14.2 Any notice referred to in clause 14.1 may be given: 14.2.1 by delivering it by hand 14.2.2 by first class pre-paid post or recorded delivery 14.2.3 by email, provided that receipt of the email is acknowledged by the receipt. 14.3 Notices must be sent; 14.3.1 by hand or registered post: to us, at our address set out in these Terms of Consignment to you, at the last postal address that you have given to us as your contact address in writing. 14.3.2 by email to us, by sending the notice to the following email address: [info@foxhillauctions.co.uk](mailto:info@foxhillauctions.co.uk) or to you, by sending the notice to any email address that you have given us as your contact email address in writing. 14.4 Notices will be deemed to have been received; 14.4.1 if delivered by hand, on the day of delivery 14.4.2 if sent by first class pre-paid post or recorded delivery, two business days after posting, exclusive of the day of posting 14.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt (provided that the receipt is acknowledged by the recipient). 14.5 Any notice or communication given under these Terms of Sale will not be validly given if sent by fax, any form of messaging via social media or text message

15. Data Protection: We will hold and process any personal data in relation to you in accordance with our current privacy policy.

16. General: 16.1 We may, acting reasonably, refuse admission to our premises or attendance at our auctions by any person. 16.2 We act as an agent for our sellers, The rights we have to claim against you for breach of these Terms of Sale may be used by either us, our employees or agents, or the seller, its employees or agents, as appropriate. Other than as set out in this clause, these Terms of Sale are between you and us and no other person will have rights to enforce any of these Terms of Sale. 16.3 We may use special terms in the catalogue descriptions of particular lots. You must read these terms carefully along with any glossary provided in our auction catalogues. 16.4 Each of the clauses of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect. 16.5 We may change these Terms of Sale from time to time, without notice to you. Please read these Terms of Sale carefully, as they may be different from the last time you read them. 16.6 Except as otherwise stated in these Terms of Sale, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Sale or general law, and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Sale is not a waiver of that or any other right. Partial Exercise of any right under these Terms of Sale will not preclude any further or other exercise of that right or any other right under these Terms of Sale. Waiver of a breach of any term of these Terms of Consignment will not operate as a waiver of breach of any other term or any subsequent breach of that term. 16.7 These Terms of Sale and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

17. Watches and Clocks: Any watch or clock in our auctions will be deemed without warranty due to most used watches and clocks having undertaken repair, servicing and replacement parts fitted at some point in their life. They shall also be deemed as non functional for the sake of sales disputes.

18. It is the responsibility of all buyers and vendors to collect purchased or unsold items within 7 days of the auction. Any items remaining uncollected by vendors or buyers within 4 weeks will be disposed of. No exceptions.