Smile Scotland Auction House carries on business with online bidders, buyers and all those present in the auction room prior to or in connection with a sale on the following General Conditions and on such other terms, conditions and notices as may be referred to herein.

1. DEFINITIONS

In these Conditions:

(1) "Auctioneer" means Smile Scotland SCIO or its authorised auctioneer, as appropriate;

(2) "Hammer price" means the level of bidding reached for a Lot (at or above any reserve) when the auctioneer brings down the hammer, or otherwise intimates the completion of the sale of that Lot;

(3) "Terms of consignment" means the stipulated terms and rates of commission on which the auctioneer accepts instructions from sellers or their agents;

(4) "total amount due" means the hammer price in respect of the lot sold together with any premium donation and any additional charges payable by a defaulting buyer under these Conditions;

(5) "sale proceeds" means the net amount due to the seller, being the hammer price of the lot sold less vendor premium donation at the stated rate, Value Added Tax if chargeable and any other amounts due to the auctioneer by the seller in whatever capacity and however arising;

(6) "The buyer" means the maker of the highest bid for a Lot at the hammer price, as accepted by the auctioneer conducting the sale;

(7) The singular shall be deemed to include the plural and vice versa as appropriate.

2. BIDDING PROCEDURES AND THE BUYER

(1) Bidders are required to register their particulars before bidding and to satisfy any security and health and safety arrangements before entering the auction room to view or bid;

(2) Any dispute over a bid shall be settled at the auctioneer's absolute discretion either by reoffering the Lot during the course of the auction or otherwise.

(3) Bidders shall be deemed to act as principals.

(4) Once made during an auction, no bid may be withdrawn.

(5) Our right to bid on behalf of the seller is expressly reserved up to the amount of any reserve and the right to refuse any bid is also reserved.

3. INCREMENTS

The bidding increments deemed appropriates for any Lot shall be at the auctioneer's sole discretion.

4. THE PURCHASE PRICE

The buyer shall pay the hammer price together with a premium donation thereon of 20% on all Lots. Payment to the auctioneer is as set out in Condition 6.

5. VALUE ADDED TAX

Buyer and Seller premium donations, and all other fees are classed as a donation to the charity and therefore do not incur VAT. Seller VAT on goods for sale is by arrangement in advance of the sale. easyliveauction.com may have VAT charges.

6. PAYMENT

(1) Immediately a Lot is sold the buyer will:

(1.1) Give to us, if requested, proof of identity, and

(1.2) Pay to us the total amount due in cash or in such other way as is agreed by us.

(2) Any payments by the buyer to us may be applied by us towards any sums owing from the buyer to us on any account whatever without regard to any directions of the buyer or their agent, whether express or implied.

(3) We will accept all credit and debit card payments (except Diner card and American Express) at no additional charge.

7. TITLE AND COLLECTION OF PURCHASES

(1) The ownership of any Lots purchased shall not pass to the buyer until the buyer has made payment in full to us of the total amount due.

(2) The buyer shall at their own risk and expense take away any Lots that the buyer purchased and paid for not later than 5 calendar days following the day of the auction (unless by prior arrangement with the auction house) or upon the clearance of any cheque used for payment, after the buyer shall be responsible for any removal, storage and loss & damage warranty charges.

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

8. REMEDIES FOR NON-PAYMENT OR FAILURE TO COLLECT PURCHASES

(1) 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 seller 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:

(1.1) To proceed against the buyer for damages for breach of contract;

(1.2) To rescind the sale of that Lot and/or any other Lots sold by us to the buyer;

(1.3) to resell the Lot (by auction or private treaty) in which case the buyer 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 seller;

(1.4) To remove, store and insure the Lot at the buyers' expense and, in the case of storage, either at our premises or elsewhere;

(1.5) To retain that or any other Lot sold to the buyer until payment to us of the total amount due;

(1.6) To reject or ignore bids from the buyer or their agent at future auctions or to impose conditions before any such bids shall be accepted;

(1.7) To apply any proceeds of sale of other Lots due or in future becoming due to the buyer towards the settlement of the total amount due and to have a right to retain possession of any of the buyer's property in our possession for any purpose until the debt due is satisfied.

(2) We shall, as agent for the seller 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.

9. THIRD PARTY LIABILITY

All members of the public on our premises are there at their own risk and must note the lay-out of the accommodation and security arrangements. Accordingly, neither the auctioneer nor our employees or agents shall incur liability for death or personal injury (except as required by law by reason of our negligence) or similarly for the safety of the property of persons visiting prior to or at a sale.

10. 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.

11. WARRANTY OF TITLE AND AVAILABILITY

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

12. AGENCY

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

13. TERMS OF SALE

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

14. DESCRIPTIONS AND CONDITION

(1) 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 seller 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.

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

(3) Any item identified as containing woodworm will be disposed of immediately and not returned to the vendor.

15. REFUND/RETURN

(1) As an auction house, we are exempt from the Consumer Protection Act. However, if a buyer is dissatisfied with the lot(s) they have purchased and have notified us in writing, they may be able to return the items within a 28-day time period from the date of the sale (not date of collection or receipt) for a refund. This return policy is at the discretion of the auctioneer and they reserve the right to refuse a refund with the exception of 'deliberate forgeries'. Buyers are responsible for the costs of returning the lot(s) and will only receive a refund if the lot(s) are in the state they were when they left the premises. Lots that have been taken to a third party for intensive inspection will be refused for a refund with the exception of 'deliberate forgeries'.

(2) In specified circumstances lots mis-described because they are 'deliberate forgeries' may be returned and repayment made. There is a 14-day time limit from the date of the sale, not date of collection or receipt. In this instance we must be notified in writing with all evidence of the 'deliberate forgeries'. Buyers are responsible for obtaining and providing all evidence of said 'deliberate forgeries'.

16. VENDOR CHARGES AND INFORMATION

(1) 20% Vendor Premium Donation will be charged on the hammer price of each lot.

(2) All lots will be charged a donation of £3 each for setting them up.

(3) Unsold lots will be charged a donation at a minimum of £2 each.

(4) Any items deemed not suitable for sale by the auctioneer must be removed immediately or will be disposed of.

(5) Once an auction is Live, Vendors are unable to withdraw any lot or make changes to any reserves.

(6) Refusal of a Vendor to sell any lot when the reserve has been met will incur a charge of £25 per lot.

17. GENERAL

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

(2) Any right to compensation for losses liabilities and expenses incurred in respect of and as a result of any breach of these Conditions and any exclusions provided by them shall be available to the seller and/or the auctioneer as appropriate.

(3) Such rights and exclusions shall extend to and be deemed to be for the benefit of employees and agents of the seller and/or the auctioneer who may themselves enforce them.

(4) Any notice to any buyer, seller, bidder or viewer may be given by first class mail, email or phone call in which case it shall be deemed to have been received by the addressee 48 hours after posting, sending or calling.

(5) Any indulgence extended to bidders, buyers or sellers 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 particular concession only; in all other respects these Conditions shall be construed as having full force and effect.

(6) The Law of Scotland and Scottish charities law shall apply to the interpretation of these Conditions.

18. SHIPPING POLICY

(1) Your lots can be packed and posted by our in-house packing service, please contact us by clicking on the 'request shipping' button within your invoice e-mail so we can quote accordingly, or contact us directly.

(2) For small to medium items in the UK we use Royal Mail or Parcel Force unless otherwise instructed. Whilst we pack to the very best of our ability, all parcels are sent at the purchasers’ own risk. Should you require an insured service we recommend using your own third-party courier or shipper.

(3) For large items in the UK we have a local, fully insured (up to £20k, but can insure individual items for more) courier who delivers door to door. If you request this service the courier will arrange this with you directly.

24. International shipping will be by arrangement and agreed in advance, and we may recommend using your own courier or shipping service. Please contact us directly.

25. You are under no obligation to use our P+P service therefore if you would rather collect in person or use your own courier for delivery of your item(s) then you are more than welcome to do so.

26. We are unable to advise actual costs by just looking at an item. Costs are based on the time it takes to pack items, packaging required and the weight of the items once packed. Postage or shipping costs will be based on current rates, taking into account the nature of the item(s) and postage or shipping regulations.

27. Collections from your home to sell - We ask for a Transportation donation of £95 per hour to take items to the Auction House, based on the item. Please arrange this with the Auctioneer or staff.

28. Collecting your new items in person - A porter will collect your items in the auction house and help you pack your vehicle if required.

29. Storage - If you have any unsold items or have bought items that are not collected on the day of the auction, there may be a storage charge if they are not collected within 7 days, without having an agreed collection or delivery date.