CONDITIONS OF SALE

1. The highest bidder for each lot shall be the purchaser thereof, and in the event of any dispute the Auctioneer shall have absolute discretion either to settle such dispute or to re-offer the lot immediately.

2. The Auctioneer may, without giving any reason therefore, refuse to accept the bidding of any person or persons.

3. No person may advance less at a bid than a sum to be named from time to time by the Auctioneers.

4. The vendors may bid for any lot or lots and may withdraw any lot or lots, either personally or through the Auctioneer or through any other person, as many times as they respectively see fit.

5. Intending purchasers shall give their name and address to the Auctioneer prior to the auction and shall pay into the hands of the Auctioneer a deposit of £500 in order to obtain a Buyer's Number. If any purchaser fails to comply with any of the conditions the lot or lots in respect of which such failure is made may, if the Auctioneer thinks fit, be put up again and resold at any time. If upon such re-sale, a lower price is obtained for any such lots than was obtained on the first sale the difference in price shall be a debt due from the purchaser in default upon the first sale, no lot may be transferred.

6. Care has been taken to ensure the accuracy of the catalogue but no sale shall be invalidated by reason of any defect or faults in any of the lots by reason of any of the lots being incorrectly described in the catalogue and no compensation shall be paid in respect of any such faults or errors in description. The Auctioneers give no warranty as to the genuineness or authenticity of the goods & the purchaser shall accept every lot with all faults & errors of description.

7. Each lot shall be at the purchaser's risk from the fall of the hammer and must be paid for in full before delivery and must be taken away by the purchaser at his own expense within 48 hours. If any lot is not so taken away by the purchaser the vendor or the auctioneer shall be entitled at the risk of the purchaser to remove the same to any place of storage and shall not be responsible for any expense of such removal or storage or any damage or destruction or loss thereby occasioned. Furthermore, where goods by agreement are stored after a sale at the purchaser's request on either the vendors or auctioneers premises, the items so stored will be entirely at the risk of the purchaser and no responsibility can be accepted by either the vendor or the auctioneers for loss, damage or destruction thereby arising.

8. All damage done to the premises at which the sale takes place or to lots or any part or parts thereof occasioned by such removal by the auctioneer under the last condition and all damage occasioned by a removal by the purchaser, shall be made good by the purchaser and principals shall be responsible for the acts of their servants and agents.

9. Upon failure to comply with the above conditions, the money deposited in part payment shall be forfeited, he/she paying there-out all just expenses and the lot shall be resold by public or private sale and the deficiency (if any) arising upon the resale together with the expenses thereof shall be made good by the defaulter at this sale.

10. In as much as Wilsons Auctions act only as agents, they shall not be responsible for any act or default of either the purchaser or the vendor and in particular shall not be liable to pay the vendor until payment is received from the purchaser.

11. The auctioneers are prepared to accept commissions on behalf of the intending purchaser who are unable to attend a sale provided such commissions are given in writing, in which event they will be carried out free of charge to the intending purchaser. The auctioneers are not responsible for, nor are they in any way connected with, commission to purchase lots given to any member of their staff other than by the auctioneer.

12. Neither the vendor nor the auctioneer accept responsibility for duties (if any) by the Health & Safety Act 1974 and or Health & Safety at Work (N.I.) Order 1978 or any other statutory provision and the buyer accepts responsibility for ensuring that the requirements of any such statutory provision are complied with.

13. References to acts of parliament shall be deemed to include all acts, orders and statutory instruments enlarging, reenacting or amending the same as in force from time to time.

14. The purchaser of each lot shall with his purchase money pay auction commission with value added tax thereon at the appropriate rate.

15. All purchases must be paid for in cash, bankers draft or electronic funds transfer. We also accept payment by Switch/Delta & Major Credit Cards (credit card charge applies).

16. Where cheques issued in the Republic of Ireland are drawn for payment in sterling, these must be branded by the purchaser's bank before presenting; otherwise they will not be acceptable.

17. Since goods have been available for inspection by or on behalf of the purchaser prior to the sale, no warranty, condition, description or representation on the part of the vendor is given or implied; nor is any warranty, condition, description or representation to be taken to have been implied from anything said by or on behalf of the vendor prior the sale. Any statutory or other warranty, condition or description expressed or implied as to the state, quality or fitness of the goods is hereby expressly excluded.

18. Wilsons Auctions offer no guarantees as to the road-worthiness of any of the vehicles, or sea-worthiness of any of the vessels, made available for sale in this auction.

19. Potential purchasers are advised to satisfy themselves as to the authenticity of any Lot before bidding. Catalogue descriptions have been passed to Wilsons Auctions by the vendor or garnered from research carried out by Wilsons Auctions and should not be taken as entirely accurate.

20. Commission will be payable by the vendor to the auctioneer as a result of incorrect description of the Lot details by the vendor. Commission payable will be at the rate pertaining to the relevant auction.

21. Purchases made on-line, by telephone, written or proxy bid are subject to the same conditions of sale as purchases made in person.

22. On-line purchasers are required to leave a deposit, at the rate set for that particular auction, prior to the auction to enable bidding and will be required to pay to the auctioneer a part payment of 10% of the purchase price at the fall of the hammer.

23. Commission is payable on top of the purchase price and is subject to VAT at the current rate. Potential purchasers are advised to confirm the commission rate applicable to the auction in which they wish to participate. Confirmation of the applicable commission rate can be obtained from the Wilsons Auctions branch conducting the auction.

24. Foreign registered vehicles may incur onward registration fees. Potential purchasers of foreign registered vehicles are advised to ascertain in advance of the auction what paperwork is available with the vehicle in question and satisfy themselves as to any potential future costs to register the vehicle. The auctioneer will not be held liable for any potential future issues involved with the registration of any vehicle.