

Byrne's Auctioneers - Information for buyers

The following informative notes are intended to assist Buyers, particularly those inexperienced or new to our salerooms. All sales are conducted according to our printed 'Conditions of sale' which are readily available for inspection and normally accompany catalogues. Our staff will be happy to help you if there is anything you do not fully understand.

Payment: Acceptable payment methods are debit card, credit card (which attracts a 2% + VAT surcharge), electronic transfer to our client bank account, cheque supported by a valid guarantee card, and cash (the Money Laundering Regulations of 2003 mean we cannot accept cash payments in excess of £7,500)

Clearance of lots: Lots must be paid for and cleared within one week of the sale. Uncleared lots will be removed into storage at Byrne's convenience, and a handling and storage fee of £2/lot per day will be levied.

Dispatch: We offer a packing and postage service, within reason, for lots which we are able to pack and which are suitable to be posted via Special Delivery or Parcel Force. Cleared payment is required and we may require you to sign a disclaimer. For urgent dispatch, awkward, very fragile or bulky items we may suggest an alternative to this service, but please feel free to enquire as we will oblige wherever possible. Please note that there is a special notice applied to coins, medallions and tokens, which is printed at the end of this information. With regard to Sporting Gun Sales we are NOT able to post cartridges, air weapons, or firearms.

Agency: As auctioneers we usually contract as agents for the seller whose identity, for reasons of confidentiality, is not normally disclosed. Accordingly if you buy your primary contract is with the seller.

Estimates: Estimates are designed to help buyers gauge what sort of sum might be involved for the purchase of a particular lot. The lower estimate may represent the reserve price and certainly will not be below it. Estimates do not include the buyer's premium or VAT (where chargeable). Estimates are prepared some time before the sale and may be altered by announcement before the sale. They are in no sense definitive.

Buyer's premium: The 'Conditions of sale' oblige buyers to pay a buyer's premium at 21% (including VAT) on the hammer price of each lot purchased. It should be noted that this VAT element is not recoverable as input tax.

VAT: (*) indicates that VAT is payable by the purchaser at the standard rate (presently 20%) on the hammer price as well as being an element in the buyer's premium. This imposition of VAT is likely to be because the seller is registered for VAT within the European Union and is not operating the Dealers' Margin Scheme. Lots without the above symbol indicate that no VAT is payable on the hammer price. This is because such lots are sold using the Auctioneers' Margin Scheme.

Condition of Lots: We are, primarily, agents for the seller. We are dependent on information provided by the seller and whilst we may inspect lots and act reasonably in taking a general view about them we are normally unable to carry out a detailed, or any, examination of lots in order to ascertain their condition in the way in which it would be wise for a buyer to do. Intending buyers have ample opportunity for inspection of goods and therefore, accept responsibility for inspecting and investigating lots in which they may be interested. Please note carefully the exclusion of liability for the condition of lots contained in the 'Conditions of sale'. Neither the seller nor we, as the auctioneers, accept any responsibility for their condition. In particular, mechanical objects of any age are not guaranteed to be in working order. However, in so far as we have examined the goods and make a representation about their condition, we shall be liable for any defect which that examination ought to have revealed to the auctioneer but which would not have been revealed to the buyer had the buyer examined the goods. Additionally, in specified circumstances lots misdescribed because they are 'deliberate forgeries' may be returned and repayment made. There is a two week time limit. (The expression 'deliberate forgery' is defined in our 'Conditions of sale'). **Special note regarding Firearms:** Descriptions provided for firearms are restricted to external examination and the status of proof. Firearms are sold in proof unless otherwise stated in the description. It is recommended that any purchased lot be stripped and cleaned and that safety and firing mechanisms are checked by a qualified gunsmith prior to use.

Condition Reports: We may be able to assist buyers unable to view by e-mailing a condition report, but these reports are based solely on our own opinion and are for guidance only and no responsibility is accepted for their accuracy. Intending buyers are strongly encouraged to view. Condition reports cannot be prepared on the day of sale. Please see our Conditions of Sale.

Images: Images reproduced in this catalogue and in online catalogues are for reference only and should not be relied upon for the accurate representation of colour, size or condition.

Export of goods: Buyers intending to export goods should ascertain (a) whether an export license is required and (b) whether there is any specific prohibition on importing goods of that character because, e.g. they may contain prohibited materials such as ivory. Ask us if you need help.

Buyer's Registration: All attending bidders are required to register for a paddle before the sale begins and lots will be invoiced to the name and address on the registration form. Some form of identification may be required if you are unknown to us.

Absentee Bidding: If you are unable to attend the auction there are a number of options available to enable you to participate. When placing any absentee bids, please check and double check the lot numbers as this is the **only** definitive piece of information which guarantees your bid is executed on the lot you want.

- i. **Commission bidding:** It is possible to leave commission bids with the auctioneers indicating the maximum amount to be bid excluding buyers' premium. They will be executed as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids the auctioneers may prefer the first bid received. In some instances the auctioneer may also exceed a bid in order to secure the lot on the buyer's behalf. Commission bids are accepted by fax, e-mail and phone, and in all these instances, commission bidders are deemed to have read, understood and agreed to be bound by our conditions of sale. All commission bids should be received by close of business on the day prior to the auction. Any bids received later than this time cannot be guaranteed to be executed accurately. To ensure that bids are placed on the right lots please check all your lot numbers as this is the **only** piece of information which guarantees you buy the lot you want.
- ii. **Telephone bidding:** We reserve the right for this service to be available on higher value lots only. The number of telephone lines is limited so we would urge serious telephone bidding only and ask that you be prepared to bid over the low sale estimate. It is also advisable to leave a maximum covering bid in case we cannot contact you by telephone. All telephone bids must be received by close of business on the day prior to the auction and prospective purchasers booking lines are deemed to have read, understood and agreed to be bound by our conditions of sale.
- iii. **Internet bidding:** It is now possible to bid in real time online during the auction. This service is conducted through the website www.the-saleroom.com and you need to register with them to bid. There is a 3% + VAT fee for buying in this way which we collect on behalf of the service provider. Online bidders are deemed to have read, understood and agreed to be bound by our conditions of sale.

IMPORTANT NOTICES

Electrical goods: These are sold as 'antiques' only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first.

Post 1950s Furniture: All items of furniture included in this sale are offered as works of art. The items may not comply with the Furniture and Furnishings (Fire) Safety Regulations 1988 and for this reason they should not be used in a private dwelling.

Coloured gemstones: It is accepted practice that many coloured gemstones are routinely treated to enhance their colour and possibly clarity, and unless otherwise stated in a individual written condition reports, it must be assumed that those offered for sale in this saleroom have possibly been subjected to such treatments:

Clocks & Watches: Please note that with clock and watch lots we do not offer any opinion as to the originality of component parts, accompanying documentation, boxes or any other additional material. In the case that a watch has its factory seal intact it will not have been, and cannot be, opened by us. If a potential purchaser wishes to make an internal inspection of a watch which necessitates breaking a factory seal, this will only be possible on the understanding that the watch will be reinstated at the interested party's expense, regardless of whether they are the purchaser. If a condition report is requested it will not include any opinion as to the originality, completeness or working condition of the movement. Potential buyers are strongly advised to make a physical inspection in person prior to bidding as we will not accept returns on such lots. By bidding you are deemed to have satisfied yourself with regard to the originality and working order, or otherwise, of all components of a lot.

Coins, Tokens and Medallions: Please note that while we are happy to post such items, in doing so we will not accept any returns under Section 15 of our standard conditions of sale due to the possibility of lots being substituted once they have left Byrne's premises.

E&OE

1th January 2011