

# AUCTIONEERS' STANDARD TERMS AND CONDITIONS OF SALE

(1985 REVISION)

Subject to which all lots are offered at this auction at which members of the public are present in person bidding against each other for themselves or as agents.

## Clause 1

(a) Each lot is put up subject to any reserve price imposed by the vendor.

(b) Subject to sub-clause (a) of this clause the highest bidder for each lot shall be the purchaser thereof, at the fall of the hammer.

(c) If any dispute arises as to the highest bidder the auctioneer shall have absolute discretion to determine the dispute and may put up again and re-sell the lot in respect of which the dispute arises.

## Clause 2

(a) The bidding and advances shall be regulated by and at the absolute discretion of the auctioneer, and he shall have the right to refuse any bid or bids. NOTE Where an agent bids, even on behalf of a disclosed client, the auctioneer nevertheless has the right at his discretion to refuse any such bid.

(b) The purchaser of each lot shall immediately on its sale, if required by the auctioneer, give to him the name and address of the purchaser and pay to the auctioneer, at his discretion, the whole or part of the purchase money. If the purchaser of any lot fails to comply with any such requirement the auctioneer may put up again and resell the lot. If upon such re-sale a lower price is obtained than was obtained on the first sale the purchaser in default of the first sale shall make good the difference in price and expenses of resale which shall become a debt due from him.

(c) Where an agent purchases on behalf of an undisclosed client such agent shall be personally liable for payment of the purchase money to the auctioneer and for safe delivery of the lot to the said client.

## Clause 3

(a) The auctioneer reserves the right to bid on behalf of clients and vendors.

(b) The auctioneer reserves the right before or during a sale to group together lots belonging to the same vendor, to split up and to withdraw any lot or lots at the auctioneer's absolute discretion and without giving any reason in any case (without liability to any potential purchaser).

(c) The auctioneer acts as agent only and therefore shall not be liable for any default of the purchaser (providing he has not handed over the goods) or vendor.

## Clause 4

(a) Each lot shall be at the purchaser's risk from the fall of the hammer and shall be paid for in full before delivery and taken away at his expense by a purchaser in the United Kingdom within 7 days from the date of sale and by a purchaser overseas within 14 days from the date of sale or such longer time as shall be agreed in writing between the auctioneer and the purchaser.

(b) If any purchaser fails to pay in full for any lot within the time stated in sub-clause (a) of this clause such lot may at any time thereafter at the auctioneers discretion be put up for sale by auction again or sold privately; if upon such re-sale a lower price is obtained than was obtained on the first sale the purchaser in default on the first sale shall make good the difference in price and the expenses of re-sale which shall become a debt due from him or her.

(c) Interest shall be payable by the purchaser on any overdue account, the rate to be specified by each individual auction.

## Clause 5

(a) Each lot is sold as (i) GENUINE unless otherwise described in the sale catalogue or by the auctioneer and (ii) correctly described (see also Clause 5f).

(b) A purchaser shall be at liberty to reject any lot if he (i) gives the auctioneer written notice of intention to question the genuineness or, as the case may be, the accuracy of the description of the lot within 7 days (or in the case of an overseas purchaser 21 days) from date of sale; AND (ii) proves that the lot is not genuine or was incorrectly described; AND (iii) returns to the auctioneer within 30 days from the date of sale, the lot in the same condition as it was at the time of sale, provided that the auctioneer may at his absolute discretion on receiving a request in writing from the purchaser extend for a reasonable period the time for the return of the lot to enable it to be submitted to an agreed expert or expert committee. NOTE: The onus of proving a lot to be not genuine, or incorrectly described, is on the purchaser. The inability of a recognised expert or an expert committee to express a definite opinion shall serve to discharge the onus on the purchaser and shall be a ground for rejecting the lot concerned.

(c) Where a lot has been submitted for an expert opinion, all costs of such an opinion shall be paid by the person who retains the item or items to which that opinion relates.

(d) Where the purchaser of a lot discharges the onus and acts in accordance with sub-clause (b) of this clause the auctioneer shall rescind the sale and repay the purchaser the purchase money paid by him in respect of the lot.

(e) No lot shall be rejected if, subsequent to the sale it has been immersed in water, marked by an expert or expert committee, or treated by any other process unless the auctioneer's permission to subject the lot to such immersion, marking or treatment has first been obtained in writing.

(f) Any lot listed under collections and various or stated to comprise or contain a collection, or items which are undescribed shall be put up for sale not subject to rejection and shall be taken by the purchaser with all (if any) faults, lack of genuineness and errors of description and number of items in the lot, and the purchaser shall have no right to reject the lot; except that notwithstanding the foregoing provisions of this sub-clause where before a sale a person intending to bid at the sale gives notice in writing to, and satisfies, the auctioneer that any such lot contains any item or items undescribed in the sale catalogue and that person specifically describes that item or those items in that notice, then that item or those items shall as between the auctioneer and that person, be taken to form part of the description of the lot for the purposes of sub-clause (a) (b) and (d) of this clause.

(g) No lot illustrated or scanned in the catalogue shall be rejected on the grounds of characteristics clearly apparent from the illustration or scan.

(h) Lots offered "as is" or "offered on their merits" may contain items that are not genuine and therefore may not be returned for any reason. Neither can extensions be granted on them.

(i) All bidders who have inspected the lots prior to the auction will not be granted any return privileges, except for reasons of genuineness. It is presumed that all floor bidders have inspected the lots prior to bidding.

(j) Late payment of an invoice may be considered by Warwick and Warwick as just cause to revoke return privileges.

## Clause 6

The respective rights and obligations of the parties shall be governed and interpreted by English law, and the buyer hereby submits to the non exclusive jurisdiction of the English Courts.

### Special Conditions, All Auctions

1. A buyer's premium of 20% + VAT will be added to the hammer price of each lot sold.

2. While every reasonable care is taken to ensure accuracy, quantities stated in descriptions are approximate and are not to be regarded as part of the description for the purposes of the above conditions. Lots cannot be rejected because of minor discrepancies in stated quantities.

3. Lots purchased on behalf of commission bidders will be forwarded by the most practical method at the risk of the purchaser. Postage, freight, packing and insurance costs shall be borne by the purchaser. Lots to be sent overseas shall be forwarded by registered or insured air mail unless alternative instructions are provided.

4. Accounts not cleared during the month in which the sale is held are liable to have interest added at the rate of 2% per month or part thereof.

5. Warwick and Warwick cannot guarantee that all requests for a live telephone bidding facility will be honoured, though we will endeavour to do so. We cannot be held responsible for any missed calls due to human error or technical failings.

6. Warwick and Warwick accept commission bids only on the basis that they are not held responsible for any errors that may occur, either in transmission of the bids or their execution.

7. The placing of a bid will be taken as full agreement to the above conditions.

### Special Condition, Toy Auctions

Warwick and Warwick endeavour to describe lots as accurately and as fairly as possible. The condition description relates to the appearance of the item. No warranty can be given on the mechanical or electrical operation of any item. Warwick and Warwick have not checked the electrical safety of any item and every buyer should have electrical items checked by a qualified electrician before using them. Any description or assessment of an item or its condition must be regarded as opinion only and cannot form part of any legal contract. Where we have identified particular faults or damage to items, reference to such faults does not imply the absence of others, nor does the lack of such a reference imply that any item is free of faults. Prospective purchasers must satisfy themselves as to the suitability of lots before placing a bid.

### Special Condition, Stamp Auctions

Warwick and Warwick exercises all reasonable care to ensure that all statements as to cancellations, centring, colour, condition, date of issue, postal marking, gum, margins, paper, perforation, printing provenance, quality sheet position, status, usage, watermarks etc. in lot descriptions are reliable and accurate and that each item is genuine unless the contrary is indicated. However the statements are not intended to be, are not and are not to be taken to be, statements of fact or representations of fact in relation to the lot. They are statements of the opinion of the auctioneers and attention is particularly drawn to clause 5 of the Standard Terms and Conditions of Sale set out above. Comments and opinions, concerning the characteristics mentioned above, which may be found in or on lots as notes, lists, catalogue prices, writing-up or any other means of expression, do not constitute part of the lot description and are not to be taken as such unless they are made or specifically verified by the auctioneers.

## HOW TO BID BY POST

1. Enter the maximum amount you are prepared to pay for all the lots in which you are interested. We guarantee that we will buy on your behalf at the lowest possible price, as if you yourself were bidding in the room.
2. Enter bids for as many lots as possible, otherwise you may find you have bought nothing. Provided you have marked your limit in the space provided, we will stop buying for you when we reach this figure.
3. THE 'PLUS' SIGN. Bids followed by a 'plus' sign are taken to indicate that the Auctioneer may increase the bid by 10% if other bids warrant it (+ +, up to 20%, + + +, increase up to 30%, etc.). Limits are taken to the next even bid upwards if necessary, (i.e. £125 + = £137.50 which would give a maximum of £140).
4. Mail your bids early. In the event of two or more identical bids being received for the same lot, the one received earliest will be accepted.
5. ALWAYS CHECK YOUR BIDS. The Auctioneer cannot accept responsibility for any errors you make.
6. Telephone and fax bids are accepted as long as these are subsequently confirmed in writing on the Bidding Form. Bids can also be placed via our website, [www.warwickandwarwick.com](http://www.warwickandwarwick.com)
7. Tick the box on the Bidding Form which corresponds to the method of payment you have chosen.

BLANK CHEQUES. For fast delivery of your purchases after the sale, may we suggest that you enclose a signed blank cheque made payable to "Warwick & Warwick". Mark it "Account payee only" for full security. The cheque will be completed for the required amount to cover your purchases. If you are unsuccessful, the cheque will be returned to you.

CREDIT/DEBIT CARDS. Payment can be made by Visa, Mastercard or debit card.

PRO FORMA INVOICE. All other successful bidders will receive a Pro Forma Invoice.

8. Bids from minors cannot be accepted.

## BIDDING INCREMENTS

The following bidding increments will be used.

| Bid           | Increment | Bid               | Increment |
|---------------|-----------|-------------------|-----------|
| less than £20 | £1        | £1,000 - £2,000   | £50       |
| £20 - £50     | £2        | £2,000 - £5,000   | £100      |
| £50 - £100    | £5        | £5,000 - £10,000  | £250      |
| £100 - £500   | £10       | £10,000 - £20,000 | £500      |
| £500 - £1,000 | £25       | above £20,000     | £1,000    |

**The letters in brackets at the end of the lot descriptions are for the convenience of the office staff and indicate where the lots are stored.**

## ABBREVIATIONS AND DEFINITIONS

|                |  |        |                           |
|----------------|--|--------|---------------------------|
| U.M.           | — Unmounted Mint. Unhinged 'Post Office' condition with full gum.  | wmk.   | — Watermark.              |
| M.             | — Mint. As above, but with light peelable hinge.   | pl.    | — Plate.                  |
| o.g.           | — Unused with original gum, hinged.  | var.   | — Variety.                |
| unused         | — Without gum.   | phos.  | — Phosphor.               |
| F.U.           | — Fine used.   | O.     | — Ordinary paper.         |
| c.d.s.         | — Circular date stamp.   | C.     | — Chalk - surfaced paper. |
| S.G.           | — Stanley Gibbons catalogue. All cat. values are taken from the latest available S.G. listings, unless otherwise stated. | MC     | — Maltese Cross.          |
| s.t.c.         | — Stated to catalogue. Catalogue value supplied by the vendor, while believed to be accurate, cannot be guaranteed.      | M/S    | — Miniature sheet.        |
| 'set to £1'    |  | F.D.C. | — First Day cover.        |
| or 'to £1'     | — Indicates a complete set.  | F.F.C. | — First Flight cover.     |
| 'values to £1' | — Denotes that the set is incomplete, but with a selection to the value indicated.                                       | P/S    | — Pre-stamp cover.        |
|                |  | ms.    | — Manuscript.             |
|                |  | env.   | — Envelope.               |
|                |  | h/s    | — Handstamp.              |
|                |  | ***    | — Fine strike.            |
|                |  | **     | — Good strike.            |
|                |  | *      | — Moderate strike.        |
|                |  | R.P.   | — Real Photographic.      |
|                |  | p.u.   | — Postally Used.          |
|                |  | u./b.  | — Undivided back.         |

The use of symbols following the lot numbers is for the convenience of buyers and indicates:

⊕ unmounted mint    ★ unused    ○ used    ☒ cover    △ on piece    ⊞ block of four  
 Ⓐ Air Mail    Ⓢ "Specimen"    Ⓟ Proof or essay

Catalogue values and numbers are those of Gibbons current edition; where other catalogues are used they are mentioned by name. G.B. Postal History catalogue numbers are those of Willcocks and Jay in their series of county handbooks.

**The letters in brackets at the end of the lot descriptions are for the convenience of the office staff and indicate where the lots are stored.**



**Warwick & Warwick Ltd.,**  
 Chalon House, Scar Bank, Millers Road, Warwick, CV34 5DB, England.  
 Tel. Warwick (01926) 499031 Fax (01926) 491906 E-mail: bids@warwickandwarwick.com

**839**

**POSTAL BIDDING FORM** For the use of clients unable to attend the auction personally.  
**SALE No. 839 — Court House, Jury Street, Warwick, 12.00 noon, Wednesday 6th June, 2018**  
*\* Deadline for postal bids, Tuesday, 5th June 2018*

Please bid on my behalf (up to the limits only if necessary) for the following lots. I have read and agree to the Conditions of Sale and Special Conditions in this Catalogue.

Signature .....

NAME (BLOCK LETTERS) .....

ADDRESS (BLOCK LETTERS) .....

.....

COUNTRY ..... Tel. No. ....

Please tick one of these boxes. V.A.T. No. (VAT reg bidders only).....

|                                |
|--------------------------------|
| I hold Green Card no.<br>..... |
|--------------------------------|

|                                 |  |
|---------------------------------|--|
| I enclose a signed blank cheque |  |
|---------------------------------|--|

|                                       |  |
|---------------------------------------|--|
| Please charge my credit card as below |  |
|---------------------------------------|--|

|                                 |  |
|---------------------------------|--|
| Please send a Pro Forma invoice |  |
|---------------------------------|--|

| LOT | DESCRIPTION | LIMIT £ | LOT | DESCRIPTION | LIMIT £ |
|-----|-------------|---------|-----|-------------|---------|
|     |             |         |     |             |         |
|     |             |         |     |             |         |
|     |             |         |     |             |         |
|     |             |         |     |             |         |
|     |             |         |     |             |         |
|     |             |         |     |             |         |
|     |             |         |     |             |         |

TEAR OUT WHOLE PAGE

PLEASE READ NOTES ON PAGE ii CONTINUED OVER PAGE

**HAVE YOU CHECKED YOUR BIDS?**

|   |  |
|---|--|
| DESPATCH INSTRUCTIONS (Please tick method)            |  |
| <input type="checkbox"/> SPECIAL DELIVERY             | <input type="checkbox"/> WILL COLLECT              |
| <input type="checkbox"/> PARCELFORCE                  | <input type="checkbox"/> OTHER (see attached note) |
| <input type="checkbox"/> OVERSEAS INSURED PARCELFORCE |  |

|   |
|---|
| Please limit my purchases, excluding buyers' premium, to<br>£ ..... |
| (Enter only when limit is less than total of bids)                  |

**PAYMENT BY VISA/MASTERCARD/DEBIT CARD**

|   |
|---|
| PLEASE CHARGE MY CREDIT CARD/BUSINESS DEBIT CARD/PERSONAL DEBIT CARD (delete as applicable) |
| CARD NUMBER:  |
| EXPIRY DATE:  |
| ADDRESS TO WHICH CARD IS REGISTERED: (We are authorised to dispatch to this address only)   |
|   |
| AUTHORISATION SIGNATURE:  |
| SECURITY NO. (Last 3 digits on signature strip):  |
| Issue No:   |

