

CONDITIONS OF SALE

Notice. Harmers of London Stamp Auctioneers Ltd., the auctioneers, exercise all reasonable care to ensure that all statements as to cancellations, centring, colour, condition, date of issue or of postal marking, gum, margins, paper, perforation, printing, provenance, quality, sheet position, status, usage, watermark, etc., the lot description are reliable and accurate, and that each item is genuine unless the contrary is indicated. However, the statements are not intended to be 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 below. Comments and opinions, concerning the characteristics mentioned above, which may be found in or on lots as notes, catalogue prices, write-up or any other means of expression, do not constitute part of lot descriptions and are not to be taken as such unless they are made or specifically verified by the auctioneers.

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.
(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.
(d) Should a vendor withdraw a lot or lots after sale instructions have been given and material lotted, then Harmers reserve the right to charge both vendors and buyers commission.
(e) Subject to sub clause (a), if a reserve price above the auctioneers estimate is set by the vendor and the lot fails to reach the reserve the auctioneer shall be entitled to charge both buyers and vendors commissions (plus V.A.T) on the bought in price to the vendor.
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 him the name and address of the purchaser and pay the auctioneer at his discretion the whole or part of the purchase money. If the purchaser of any lots fails to comply with such requirement the auctioneers may put up again and re-sell the lot; 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 expenses of re-sale 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 the safe delivery of the lot to the said client and is subject to all other conditions of sale.
3. (a) The auctioneer reserves the right to bid on behalf of clients and vendors, but shall not be liable for errors or omissions in executing instructions to bid.
(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.
(c) The auctioneer acts as an agent only, and therefore shall not be liable for any default of the purchaser or vendor.
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 the purchaser in the United Kingdom within seven days from the date of sale, and by a purchaser overseas within fourteen days from the date of sale, or such longer time as shall be agreed in writing between the auctioneer and the purchaser. In the case of a mail bidder or on the request of a room bidder, the auctioneer will automatically forward a purchase by an appropriate method to a buyer who has established credit or has made payment. A charge will be made for this service. A mail bidder, not wishing to utilise this service shall note on the bid form his wishes.
(b) If any purchaser fails to pay for any lot within the time stated in sub-clause (a) of this clause such lot may at any time thereafter at the auctioneer's 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.
(c) Interest at 1½% per month shall be payable by the purchaser on any overdue account, but the auctioneer shall have a discretion to waive payment of interest.
5. (a) Each lot is sold as (i) genuine unless otherwise described in the sale catalogue or by the auctioneer; and (ii) correctly described. The date of any certificate forming part of the description of any lot will be included in the description.
(b) A purchaser shall be at liberty to reject any lot if he (i) gives the auctioneer written notice preferably on the pink form supplied, of intention to question the genuineness or, as the case may be, the accuracy of description of the lot within seven days (or, in the case of an overseas purchaser, thirty days) from the 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, or receiving a request in writing from the purchaser, extend for a reasonable period of time for return of the lot to enable it to be submitted to expertisation.
NOTE: The onus of proving a lot to be not genuine or incorrectly described is on the purchaser including purchasers who purchase through an agent. 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 to expertisation all costs of such expertisation shall be paid by the person who retains the certificate and item or items to which the certificate 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 to 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" or stated to comprise or contain a collection or issues or stamps 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 numbers of stamps 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 items shall, as between the auctioneer and that person, be taken to form part of the description of the lot.
(g) No lot illustrated in the catalogue shall be rejected on the ground of cancellation, centring, margins, perforation or other characteristics clearly apparent from the illustration nor shall a lot or lots be rejected when they have been examined previously by the purchaser. Lots described with defects cannot be returned on the basis of other defects.
(h) Clients who wish to obtain an expert opinion on an individual item MUST notify Harmers of London in writing not less than twenty-four hours before the auction. A request for an expert opinion must give the reason why and also advise which expert or expert committee, subject to agreement by Harmers of London. All lots for which certificates of authenticity are asked MUST be submitted by Harmers of London to the expert or expert committee, subject to a small handling charge. Any lot described with faults or defects may not be returned should a certificate mention faults or defects not mentioned in the catalogue description. Please note that any stamp accompanied by a certificate of authenticity is sold on the basis of that certificate only and a request for another certificate must be made to Harmers of London twenty-four hours before the auction. In any event full payment for purchases must be made and refunds will be given in the event of a lot being rejected.
6. Harmers of London shall have the right at its absolute discretion to refuse admission to its premises or attendance at its auctions by any person.
7. The respective rights and obligations of the parties shall be governed and interpreted by English law and the vendor and purchaser hereby submit to the jurisdiction of the English courts. 12/01/2007