

**CLIENT REGISTRATION FORM**

Please print all details clearly. Forms should be signed and returned in person to the office for verification.

Title Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other .....

Full Name .....

Company Name (if applicable) ..... Company Number .....

VAT Number (if applicable) .....

Address .....

Postcode .....

Email Address .....

Contact Telephone Number .....

FAC No.: ..... S/G No.: ..... RFD No.: .....

I agree to comply with the Auctioneers' terms and conditions as printed overleaf.

(Copy available on request)

Signed .....

Proceeds of sale are made available for vendors to collect once purchasers of lots have settled their account.

If you would prefer direct payment following completion of the sale please complete the section below.

**Bank Details**

Bank: ..... Name on Account: .....

Account Number:

Sort Code:   -   -

As a registered client, our primary method of keeping you informed of upcoming auctions and events is via email.

Tick this box if you do not wish to receive these notifications.

☐

All data is processed in-line with our company data protection policy as available through our website or on request.

**For Office Use Only**

Type of I.D seen .....

Staff Signature .....

Date .....

**Registered Client Number**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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## CONDITIONS OF SALE

Affecting purchasers and others attending the sale premises, bidding online or leaving commission bids.

1. Purchasers will be deemed to have:
  - a) Inspected their lots prior to the sale; and
  - b) Accepted that lots are sold with all faults and imperfections specifically mentioned or not, irrespective of whether they bid in person, by commission, online or through an agent.
2. All goods are second hand and sold without warranty unless otherwise stated in the sale catalogue or by the auctioneer from the rostrum. Any implied warranty, condition or other term is excluded except where to do so would be unlawful.
3. The auctioneers undertake that care has been taken that catalogue descriptions and condition reports are accurate and reliable however these are matters of opinion only and shall not be taken to be statements of fact.
4. The auctioneers act as agents to the vendor and shall not incur liability to any purchaser for any statement, representation or warranty as to the title, quality or otherwise of any lot made on behalf of and with the vendor's authority.

Likewise the auctioneers shall incur no liability to a purchaser arising from any defect in goods sold save in the event of negligence on the part of the auctioneers or their employees. Any liability therefore shall be a matter for dispute between purchaser and vendor only.

5. The auctioneers reserve on behalf of themselves and the vendors the following rights:
  - a) To sell subject to a reserve price;
  - b) To bid on behalf of a vendor and/or purchaser;
  - c) To refuse any bid;
  - d) To rearrange, consolidate, divide, add or withdraw any lots or vary the order of the sale;
  - e) To exclude any person from the premises if there be good reason to do so.
6. The auctioneer shall regulate the bidding and shall determine from time to time the appropriate increment needed to advance the bidding.
7. The person making the highest accepted bid shall be the purchaser as defined in these conditions.
8. If a dispute arises as to any bidding then at the discretion of the auctioneer either:
  - a) The lot to which the disputed bid relates shall immediately be offered again, or
  - b) The auctioneer shall determine the dispute and his decision shall be final and binding on all parties
9. At the fall of the hammer :
  - a) The purchaser is required to give their Client Registration Number. If they have bid on behalf of another party they should make this clear to the auctioneer at the time. If they fail to do so, they will be held personally liable for the purchase under these conditions.
  - b) If required by the auctioneer, the purchaser shall pay to the auctioneer all or part of the purchase price plus VAT and buyers' premium. Any such payment made at the fall of the hammer may be treated, at the auctioneers' discretion, as a general deposit against all purchases made by that purchaser on the day.

c) All lots must be paid for in cash, or other manner acceptable to the auctioneers, on the day of sale and before removal of goods.

10. All lots will be at the purchaser's risk from the fall of the hammer. Purchasers are therefore advised to check that they have adequate insurance cover.
11. Purchasers will not normally be permitted to remove goods until their payment has cleared through the bank. Whether removal is permitted or not, ownership of goods will not be deemed to pass to the purchaser until their payment has cleared.
12. No transfer of lots or sub-sale by any purchaser is recognised by the auctioneers. Purchasers shall remain liable under these conditions in respect of their own purchases under the hammer.
13. Private treaty sales shall be subject to these conditions of sale where applicable.
14. All lots must be cleared from the sale premises at the purchaser's expense by the time stipulated or as agreed by the auctioneers.
15.
  - a) Failure by the purchaser to comply with any of the preceding conditions and timeframes specific to any sale, shall entitle the auctioneer to cancel the sale and, at his discretion, to immediately reoffer the lot in question by public or private sale without warranty or reserve and without notice to the purchaser.
  - b) If upon resale a lower price is obtained for any lot than was obtained on the first sale, the difference in price together with all costs and charges attending the resale shall be a debt due from the purchaser in default at the first sale.
  - c) Alternatively the auctioneers may, at their discretion, store the lot and recover reasonable charges for so doing from the purchaser.
16. All sales shall be deemed to have been made in England and the Parties to the Sale hereby submit to the jurisdiction of the English Courts. English Law shall be the proper law of the Contract of Sale.

### **ADDITIONAL TERMS RELATING TO THE SALE OF FIREARMS, AMMUNITION AND OTHER WEAPONS SOLD THROUGH SOUTHAMS**

#### **17. Offensive Weapons Act (2019)**

Bladed products are not for sale to people under the age of 18. By bidding on an edged weapon, you are declaring that you are 18 years of age or over. Upon collection, photo identification will be required if a person appears under 25, to prove that they are over 18 years old and compliant with UK law.

#### **18. Prohibited Persons**

Prospective buyers, or persons bidding on their behalf, confirm that by the action of bidding they are not 'prohibited persons' as defined by Section 21 of the Firearms Acts 1968-97 (as amended).

#### **19. Latent Firearms Defects**

If within 7 days of the sale the auctioneers receive from the buyer notice in writing stating that in his view the lot suffers from a latent defect; and further stating the grounds upon which the buyer takes that view are set out in the said notice (which shall be accompanied by any evidence upon which the buyer relies); and if within 7 days of delivery of such notice the buyer returns the lot to the auctioneer in the sale condition as it prevailed at the time of the sale; the auctioneer may rescind the sale. This is subject to the following: The auctioneer shall not rescind any sale until such time as they have certified to the vendor and the buyer that the lot is in their professional opinion suffering a latent defect. Before giving any such certificate, the auctioneers shall be entitled at their absolute discretion to seek the views of any expert or other authority. If such expert or other authority certifies that the lot is not suffering a latent defect, then the cost incurred in seeking such views shall be paid by the buyer to the vendor and shall be added to the purchase price of the lot together with VAT, where appropriate, and the sale shall proceed and be completed as required by these conditions.