

TRAFFORD BOOKS NOTES FOR GUIDANCE

Please read carefully

- 1) Enter on the Postal Bid Form the maximum amount you are prepared to pay for each lot. We will buy on your behalf at the lowest price, subject Only to other bids received. **ALL BIDS MUST BE IN STERLING.**
- 2) Enter bids for every lot in which you are interested. If you wish to limit your total expenditure, mark your limit on the bid form. We shall stop buying for you if and when this figure is reached.
- 3) BUY bids are not accepted to prevent misunderstanding – your limit should be the figure at which you would stop if you were bidding in the room at the public auction.
- 4) Where two or more equal bids are received the first such bid received in our office will take precedence (but see note 5). Therefore please mail bids as early as possible.
- 5) Bids of unusual amounts (e.g. £6.60) are reduced to the normal level. (e.g. £6) and do not take precedence over a similar bid of £6 if not received first.
- 6) **ALL BIDS ARE CONFIDENTIAL AND WILL NOT BE DISCLOSED TO THIRD PARTIES.**
- 7) Bidding increases are as follows:

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|------------------------|
| Up to £20 in £1 steps |
| over £20 in £2 steps |
| over £100 in £5 steps |
| over £200 in £10 steps |
- 8) The estimates given reflect the auctioneer's opinion of current market value (bearing in mind that many lots will have been described several months prior to the sale date). The majority of lots will probably sell for within 20% above or below estimate, although some lots will go much higher. "Low-ball" bids will be ignored.
- 9) A buyer's premium will be charged on a scale outlined in our Terms of Business.

DESCRIPTIONS

Our descriptions of the condition and quality of lots can be relied upon to be fair and honest (even slightly conservative), but any lot found not to be as described may be returned for immediate refund or credit.

V.A.T.

Buyers resident in the E.E.C. or taking delivery of lots at the auction will be liable to pay V.A.T. at the standard rate on those marked with the symbol 'T' in the catalogue. Overseas buyers are exempt from paying V.A.T. if the lots are posted to an address outside the E.E.C.

DESPATCH AND PAYMENT

Lots despatched within the U.K. and Overseas will be sent Recorded Delivery or by Registered Letter (Airmail for overseas) where the value is over £50, or by parcel for heavy lots.

Invoices and lots will be despatched as soon as possible after the sale. However the invoicing, packing and mailing of around 600 lots does require time and buyer's tolerance is required.

TRAFFORD BOOKS AUCTIONEERS' STANDARD TERMS AND CONDITIONS OF SALE

NOTICE. TRAFFORD BOOKS, the Auctioneers exercise the greatest possible care to ensure that all statements as to authenticity, condition, date, provenance, quality, status, usage etc., in the lot descriptions are reliable and accurate and that each item, unless the contrary is indicated, is genuine and authentic. The Statements however, are not intended to be, are not to be taken to be, statements of fact or representations of fact. They are statements of the opinion of the Auctioneers, and attention is particularly drawn to clause 6 of the auctioneers' Standard terms and conditions of Sale below. Certain lots may contain notes, lists, writing-up, printed statements etc. These do not form part of the description and are not to be taken as such.

- 1) The highest bidder of each lot shall be the purchaser thereof. If any dispute arises as to the highest bidder the Auctioneer shall determine the dispute and may put up again and re-sell the lot in respect of which the dispute arises.
2. a) The bidding and advances shall be regulated by and at the discretion of the Auctioneer.
b) Where an agent purchases on behalf of an undisclosed client such agent shall be personally liable for payment of the purchase price to the auctioneer and for safe delivery of the lot to the said client.
3. a) The Auctioneers reserve the right to bid on behalf of clients and Vendors, but shall not be liable for any errors or omissions in the executing instructions to bid.
b) The Auctioneer reserves the right before or during a sale to group together lots belonging to the same vendor, or to split up and/or withdraw any lot or lots.
- 4 Each lot shall be at the purchaser's risk from the fall of the hammer and must be paid for in full before delivery. If any purchaser fails to pay for any lot within one month from the date of sale, such lot may at the Auctioneer's discretion be put up for auction again or sold; if upon a re-sale a lower price is obtained for such a lot than was obtained on the first sale, the difference in price and the expense of such resale shall be made good by (and debt due from) the purchaser in default upon the first sale.
- 5 The Auctioneer shall not be liable for any default of the purchaser or vendor.
6. a) Unless otherwise indicated each lot is sold as genuine and properly described.
b) If after the sale the purchaser of a lot shall prove it not to be genuine or wrongly described the purchaser shall be at liberty to reject the lot provided he or she – 1) being within the United Kingdom within seven days or being overseas within a reasonable time of the date of the sale or in exceptional circumstances, such longer time as may be in the Auctioneer's discretion be allowed for expertising, returns such lot to the Auctioneer. NOTE: the onus of proving the lot to be not genuine or wrongly described lies with the purchaser. Proof of the ability of an expert committee to express a definite opinion will not discharge such onus.
c) No lot may be rejected if subsequent to the sale it has been immersed in water or treated by any such process unless the Auctioneer's permission to subject the lot to such immersion or treatment has been first obtained.
d) Lots stated to contain collections and/or undescribed items must be taken with all faults and errors as to numbers (if any), and by reason of the foregoing a purchaser of any such lot shall have no right to reject the same.

SPECIAL CONDITIONS

Where two or more lots are described as similar lots, and are identical in content and value, a bid for one lot will be equally valid for any other similar lot unless instructions are given to the contrary. The placing of a bid will be taken as full agreement to the above conditions