

## Terms of Business

### Definition

The organiser of the auction is referred to as '**Blackpool Magicians Club**' throughout these Terms of Business. The representative of '**Blackpool Magicians Club**' conducting the auction is referred to as the '**Auctioneer**'.

### Condition and attribution of lots

Every effort is made to ensure the accuracy of any statement as to origin, attribution, authorship, date and condition of any lot whether or not such statement forms part of the description of any such lot. Any such statement made orally or in writing is an expression of opinion given after consideration and research. A buyer by making a bid for a lot acknowledges that they have satisfied themselves fully as to the attribution and condition of the lot.

All lots are sold as seen – '**Blackpool Magicians Club**' is not responsible for errors of description or for the authenticity of any lot, or for any fault or defect in it.

Any damage done to any lot at the viewing stage, during or after the auction must be made good by the person committing such damage – '**Blackpool Magicians Club**' will assess any such damage.

### Third Party Liability

Every person at the '**Blackpool Magicians Club**' auction shall be deemed to be there at their own risk and shall have no claim against '**Blackpool Magicians Club**' in respect of any injury they may sustain or any accident which may occur.

### Disputes

Any dispute not herein proved for shall be settled at the sole discretion of '**Blackpool Magicians Club**'.

### The Seller

All items offered for sale must be in working order and complete, unless otherwise stated.

'**Blackpool Magicians Club**' act as broker only and has full discretion to refuse any bids, to divide any lot, or to combine any two or more items from a lot.

All lots are put up for auction subject to any reserve prices imposed by the seller and with the right of the seller to bid personally.

The list of items for auction must be prepared in triplicate on this form or on at least an A4 sheet. Leave space on right hand size for calculations.

To enable potential bidders at the auction to be informed verbally by the '**Auctioneer**' of the contents of lots each item must be described in detail (*title of effect or book, its condition, if complete, with or without instructions etc.*). Please number the items on the form and number the actual props to correspond with your listing.

### Payment

The 'net sale proceeds' received from buyers will be paid to sellers at the conclusion of the auction. The 'net sale proceeds' are the hammer price less any commissions.

A commission of 15% will be charged on all goods offered for sale in the auction

### The Buyer

#### The Buyer

The buyer will be the highest bidder acknowledged as such by the '**Auctioneer**'.

If any dispute arises the '**Auctioneer**' shall have absolute discretion to settle the matter – an item may then be removed from the sale or put up for sale again.

The '**Auctioneer**' shall rule the bidding and no bid shall be retracted. The '**Auctioneer**' reserves the right to refuse any bid.

The '**Auctioneer**' reserves the right to bid on behalf of the vendors for any lot and to withdraw, combine or divide any lot or lots. The '**Auctioneer**' reserves the right to bid personally.

No warranty whatsoever is given by '**Blackpool Magicians Club**' to any buyer in respect of any lot.

The successful bidder for any lots in the room is entirely responsible for paying for such lots.

#### Payment

Immediately an item is sold the buyer shall pay cash, unless other prior arrangements have been made with, and agreed by, Ann Plant, the B.M.C. Auction Cashier. All payment options and details must be agreed with the B.M.C. Auction Cashier before auction commences.

#### Ownership

Ownership of items pass to buyer once full payment is made to Auction Cashier.

#### Transfer of Risk

At the fall of the hammer sole responsibility of items will pass to the buyer. Items will be sold with all faults and imperfections; '**Blackpool Magicians Club**' not being responsible for the correct description, genuineness or authenticity of any lot and making no warranty whatsoever. The buyer is deemed to have inspected the lots and be satisfied with their condition.

#### Commission Bids

If instructed '**Blackpool Magicians Club**' will execute bids and advise prospective buyers accordingly.

#### Collection/removal of items

Items which have been sold and paid for are to be taken away from the premises at the buyer's risk and expense immediately after the conclusion of the auction.

'**Blackpool Magicians Club**' will not be responsible if any items are lost, stolen or damaged.