

The Freedom Centre Charity Auction 8th August 2020

Revised General Conditions due to Covid-19 changes

Viewing:

Viewing at the Freedom Centre has been cancelled due to covid-19 restrictions. The auction will be online only, ending at 12.00 noon on the 8th August

Social Distancing:

Social-distancing due to the Covid-19 rules will be invoked on the collection of all purchases. We appreciate your understanding during these trying times.

Winning Bidders:

Winning bidders will be notified by email together with an invoice and instructions for payment and collection. The winning bid will be posted on the Freedom website

Collection of framed lots:

Lots may be collected from the Freedom Centre during the week beginning 10th August between 10am and 4.00pm by appointment only. Framed lots will NOT be posted

Unframed lots:

Unframed lots may be collected at the times above, or the Freedom Centre will post in a tube on receipt of payment and postage of £6

Payments:

Payment may be made on receipt of the invoice which will show our preferred method of payment by BACS or by telephone with debit card. Credit cards are not accepted.

Reserve:

Estimates have been allocated to the lots for guidance. There is a minimum opening bid for lots with framed prints opening bids of £25 and unframed prints opening bids of £15

The prints, both framed and unframed are in 'as near as new' condition dependant on age. Some marks to the frames may be visible. Buyers are assumed to have used their own skill or judgement before bidding. A condition report may be obtained by email from freedomauction@btinternet.com

The term 'Auctioneer' in these terms and conditions is deemed to be the Freedom Centre.

Revised Auction Terms and Conditions due to Covid-19 changes:

1 Bids:

All bids shall be treated as offers made upon these Conditions of Sale and all persons are deemed to have notice of these conditions. Bids will start at the highest bid received and posted on the website. Bids will be accepted up until 12noon on Saturday 8th August when the auction will close.

Online bidding:

Leading bids will be displayed on the website as bidders may wish to increase their bids before the close. Previous bids will be deleted automatically. In the event of any bids received of the same value, the bid received first will be deemed to be the buyer. All bids received on our system show the date and time the bid is made.

2. Ascertainment of the Buyer:

The Buyer shall be the person making the highest bid which is acceptable to the Auctioneer as of 12.00noon on the day of the sale. No bid may be retracted. In the case of a dispute the Auctioneer may either declare the purchaser or put the lot up again.

3. Auctioneer's discretion:

The Auctioneer has sole discretion, (a) to refuse any bid, (b) to advance the bidding as he may decide, (c) to withdraw or divide any lot or combine one lot with another or others, (d) to exclude any person from the auction, (e) to withdraw any bid that contravenes these terms and conditions and (F) to require pre-payment in full.

4. Buyer's duties:

The Buyer shall as soon as possible after the sale, (a) pay the full purchase price on receipt of the invoice in a way acceptable to the Auctioneer which will be explained in the email with the invoice attachment, notwithstanding any prior arrangement for payment required by the Auctioneer, and (b) on proof of payment clear the lots purchased by the times specified. Lots may be cleared during the following week from Monday 10th August from the rear of the Freedom Centre premises, allowing for Social Distancing. Track and Trace will not be necessary as the buyers will not be allowed into the premises, however sanitation (provided) and masks should be worn.

5. Auction type:

As this is a charity auction there are no commission charges or fees on any of the lots nor are the lots subject to VAT or ARR (artist's release rights)

6. Liability of the auctioneer and Sellers:

Faults and imperfections (if any) are not stated in the catalogue or on the website and the Auctioneer shall not be responsible for any defects whatsoever. No warranty is given or authorised to be given or implied by the Auctioneer with regard to any lot other than the auctioneer's right to sell it, any express or implied conditions or warranties relating to description or quality, are hereby excluded.

7. Catalogue descriptions:

Descriptive statements contained in the advertisements or catalogues or made by the Auctioneer or any member of his staff should be taken as matters of opinion only and shall not be taken as statement of fact.

8. Property in lots and risk:

The Buyer shall not become the owner of any lot, and the Auctioneer shall have a lien thereon, until the Buyer has discharged the purchase price in full.

9. Definitions and interpretation:

In these conditions: (a) Reference to the 'the Auctioneer' shall be taken to mean the Freedom Day Centre or an employee thereof at the time of sale; (b) Buyers shall be deemed to be the principals unless to the prior knowledge of the Auctioneer they are acting as agent on behalf of a named principal; (c) The Interpretation Act 1978 shall apply to the general construction of terms and expressions used in these Conditions as if contained in a statute.

10. Sale proceeds:

100% from the revenue from the sale of auction lots is being donated to the Freedom Day Centre to help fund the purchase of a caravan to enable the centre to provide respite breaks for those with learning difficulties and their families.