

British Bespoke Auctions / Bespoke Auctions Ltd offers bidding on www.bespokeauctions.co.uk (additional 3% online premium if first registered for the sale on our website, 3% for Timed Sales) and other online platforms (additional charges may apply). Please note: registering for the auction on other websites then bidding via www.bespokeauctions.co.uk will not qualify for the 3% online premium.

Viewing

Viewing is held at British Bespoke Auctions Offices, Avondale Self Storage, Hinton Road, Childswickham near Broadway, WR12 7HZ and is strictly by appointment only before the sale date. Clients are offered 30-minute slots allocated to view – if more time is needed, please book a double slot. Please list the lots you wish to view so we can prepare them in advance.

Identification is required for viewing.

Collections

Collections of lots can be made starting from the day after the auction. Please use our online booking system to reserve a collection time. Once an item has been collected and left our premises Bespoke Auctions Ltd are not responsible for any item. This includes any damage, breakages – please satisfy yourself with the condition on collection.

Collection of lots must be made within 4 weeks of the sale date unless discussed with Bespoke Auctions Ltd. After 4 weeks, storage charges starting from £5 + VAT per week per lot will apply after this time and must be settled before release of goods. If someone other than the purchaser is due to collect (for example a courier) we require written instruction to release the goods. After 8 weeks of sale, if items have not been collected Bespoke Auctions Ltd reserve the right to recycle lots.

Postage & Packing

We are pleased to offer our in-house post and packing service for jewellery and small items only. We are no longer packing fragile items or items larger than a small box. Should you require a post and packing quote for small items please contact us and we will add the charges to your invoice.

Bespoke Auctions Ltd are not liable for any loss, damage or breakage with any posted items. By requesting and paying for postage, you accept responsibility for items once they leave our possession. We do not post items for weekend delivery. Bespoke Auctions Ltd reserves the right not to send items that we deem to be too fragile.

For couriers and packing services, our clients often use the following:

MBE Cheltenham - <https://www.mbe.co.uk/auction/shipping-order-form>

Shipping Services Direct - <https://www.shippingsservicesdirect.co.uk/>

Alban Shipping - 01582 493099 / <https://albanshipping.co.uk/>

Sackville-West - <https://sackvillewest.co.uk/services/auction-house/>

Shiply - <https://www.shiPLY.com/>

Martin Brothers Limited - 01985 844144 / orders@martinbrosLtd.com

All About Freight - 0330 041 7079 / <https://allaboutfreight.co.uk/contact/>

Simon Hall Ltd - 01386 858555 / info@simonhallLtd.com /

<https://www.simonhalllimited.com/>

Third Party Liability

Every person on Bespoke Auctions Ltd premises at any time shall be deemed to be there at his/her own risk. S/he shall have no claim against Bespoke Auctions Ltd in respect of any accident which may occur or injury, or damage or loss howsoever caused, save insofar as the injury, damage or loss shall be caused by the direct negligence of Bespoke Auctions Ltd employees.

General Conditions of Sale

1. Classification

In these Conditions, Bespoke Auctions Ltd, who act only as Auctioneers and Agents for the Vendor, are called 'the Auctioneers' and the representative of Bespoke Auctions Ltd conducting the auction is called 'the Auctioneer'. The 'hammer price' means the price at which a lot is knocked down by the Auctioneer to the Buyer. The 'total amount due' means the hammer price in respect of the lot sold together with any premium and Value Added Tax chargeable, and additional charges & expenses due from a defaulting buyer under Condition 10 below.

2. General

- (a) Agency. The Auctioneer sells as Agent for the Seller and as such is not responsible for any default by Seller or Buyer. The Auctioneers do not guarantee the title of any Lot or Lots sold by them and will not be responsible for any defects in such title.
- (b) Description. Every Lot is sold with all faults and errors of description, and the Auctioneers disclaim, for themselves and for the Seller, all responsibility for authenticity, attribution, age, origin, provenance, date, condition, quality or estimated selling price. All statements on such matters, whether printed in the catalogue or made orally, are statements of opinion and not necessarily representations of fact. Buyers are deemed to have satisfied themselves on authenticity, condition etc before bidding, and no-one in the Auctioneer's employment has authority to make any representation of fact.
- (c) Bespoke Auctions Online Sales. Sales are provided on the basis that you will place bids on your own behalf. In the event that Bespoke Auctions agrees to place a bid on your behalf in an Online Sale, we do so as an additional service without charge, and Bespoke Auctions accepts no responsibility, duty or liability whatsoever, whether for negligence or otherwise, in the placing or failure to place such bids.
- (d) Condition and Reports. Lots offered for sale will vary in terms of age, type and condition, with potential faults, imperfections and repairs, and are offered for Sale "AS IS" in their condition as at the time of sale. Lot Descriptions reflect Bespoke Auctions' reasonable opinion within the terms on which they are provided; are provided for general reference; and do not purport to be and may not be taken as complete descriptions of the Lot. Lot Descriptions and Condition Reports may contain inaccuracies and typographical errors and we do not warrant the accuracy or completeness of the content or that any defects will be noted or corrected.
- (e) Warranty. With the exception of forgery (see 14), Bespoke Auctions does not offer any warranty or guarantee for lot descriptions, condition reports, merchantability, fitness for a particular purpose, attribution, authenticity or provenance, and any implied warranties are excluded to the fullest extent permissible by law.
- (f) Corrections. Bespoke Auctions reserves the right, in our sole discretion, to correct any errors or omissions in any portion of the Online Sale and to make any changes to the features, functionality or content of the Online Sale at any time.

- (g) Bidding. The Auctioneer has absolute discretion to divide any Lot, to combine any two or more Lots, to withdraw any Lot, to refuse bids, to regulate the bidding or cancel the sale without in any case giving any reason.
- (h) Fall of the Hammer. The highest Bidder shall be the Buyer. If any dispute arises, the Auctioneer has absolute discretion to settle the dispute or to re-offer the Lot.
- (i) Auctioneer's Statement. All Conditions, Notices, descriptions, statements and other matters in the catalogue and elsewhere concerning any Lot are subject to any statements modifying or affecting the same made by the Auctioneer from the rostrum before accepting any bid for the Lot.
- (j) Increments. Bidding increments shall be at the Auctioneer's sole discretion.
- (k) Entry. We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person. In accordance with government policy covid guidelines are in place.
- (l) Endangered Species Laws. In accordance with international laws, any item on the Endangered Species List (e.g., ivory, rhino horn, etc.), of whatever date, requires re-export permits for bidders outside the European Union.
- (m) Special Jewellery Notices. Some lots are accompanied by gemmological certificates giving an opinion on some or all of the gemstones in that particular lot. These certificates may have been obtained by Bespoke Auctions or supplied by vendors. Please note that the content of these certificates is not guaranteed by Bespoke Auctions, and we cannot be held responsible for any disagreement over the content of certificates after the sale.

3. Force Majeure

Bespoke Auctions Ltd shall not be liable for any delay or failure to perform its obligations under these Conditions if such delay or failure results from circumstances beyond its reasonable control, including but not limited to natural disasters, power outages, strikes, pandemics, transport disruption, or acts of government.

4. Law and Jurisdiction

These Terms and Conditions are governed by the laws of England and Wales, and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

5. Privacy, Cookies and Marketing

Bespoke Auctions Ltd handles personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

For details, please see our Privacy Policy and Cookie Policy.

By registering to bid or sell, you agree that we may use your contact information to communicate regarding auctions, invoices, and related services, and to send newsletters and marketing updates about future sales and events.

You can unsubscribe from marketing emails at any time by clicking the unsubscribe link in our emails or by contacting admin@bespokeauctions.co.uk.

Conditions Mainly Concerning Buyers

6. Premium

The Buyer shall pay to Bespoke Auctions Ltd the hammer price together with a premium (at the rate detailed below or as specified on the auction catalogue purchased from) together with Value Added Tax at the standard rate on the premium, and agrees that the Auctioneers, when acting as Agents for the Seller, may also receive commission from the Seller in accordance with Condition 22 and acknowledges the Auctioneer's right to retain the premium payable by the Purchaser.

Rates of premium for buyers are:

(i) Antique & Collectable Sales – 24.5% on the first £250,000 paid for each lot; 18% on the excess between £250,001 and £500,000; 15% on the excess between £500,001 and £1,000,000; 12% on the excess over £1,000,000.

(ii) Specialist Sales – 25% on the first £250,000 paid for each lot; 19% on the excess between £250,001 and £500,000; 15% on the excess between £500,001 and £1,000,000; 12% on the excess over £1,000,000 – all charges plus VAT.

7. Live Internet Bidding

Bespoke Auctions Ltd offers an online service via our own website

www.bespokeauctions.co.uk and via www.the-saleroom.com.

The charge for online bidding through www.bespokeauctions.co.uk is 3% (plus VAT); this includes Timed Sales and Specialist Sales. Buyers' Premium is also applicable.

Please note that the Buyer's Premium plus VAT still applies. See catalogue for updated premium.

Bespoke Auctions Ltd may require additional identity verification and card validation before approving registration, in accordance with anti-money-laundering regulations.

In order to bid in an Online Sale, you must be at least 18 years of age and must register to bid online at least one working day prior to the start of the Sale.

Bespoke Auctions Ltd will not be liable for service delays, interruptions, or technical failures in the bidding process.

8. Payment

It is essential that you ensure you have readily available funds to pay the Purchase Price and Buyer's Premium (plus VAT and any other charges).

Payments accepted:

- UK bank transfer (preferred)
- Debit card
- Cash up to £5,000
- International bank transfer (+£10 fee)

We regret that we do not accept PayPal transfers or payments over the phone. Credit-card payments may be made only via secure link or in person.

Payment is due by 4.30 p.m. on the second working day after the Sale.

Payments must be made by the registered Buyer. Third-party payments are not accepted.

Failure to pay in full may result in suspension of bidding privileges and reporting of unpaid accounts to partner bidding platforms.

9. The Buyer agrees that the Auctioneers, when acting as Agents for the Seller, may also receive commission from the Seller in accordance, and acknowledges the Auctioneer's

right to retain the premium payable by the Purchaser.

10. Value Added Tax. Lots marked with ^(*) belong to registered persons and Value Added Tax will be charged at the standard rate on the hammer price.

11. Ownership

Ownership of the Lot purchased shall not pass to the Buyer until full payment has been made, but each Lot is at the Buyer's risk from the fall of the hammer.

12. Removal of Purchases

No purchase shall be claimed or removed until the Buyer's account has been paid in full.

All Lots shall be paid for and removed at the Buyer's risk and expense by the time stipulated in the catalogue.

All Lots not removed within 4 weeks will incur storage charges starting from £5 + VAT per week per lot, payable before collection.

After 8 weeks, Bespoke Auctions Ltd reserves the right to recycle or re-sell uncollected items to recover storage and handling costs.

13. Post & Packaging

Packing is undertaken in-house and shipment is usually by Royal Mail. Insurance can be arranged only if requested in writing. Buyers accept full responsibility for any damage or loss during transit.

Bespoke Auctions Ltd reserves the right to decline packing goods deemed too fragile or large for in-house dispatch.

14. Default

Lots not paid for and collected by the stated deadlines may be removed for storage at the Buyer's cost. If unpaid after seven days, the Auctioneer may re-sell them by auction or private treaty without notice.

Any deficiency on such re-sale together with storage charges and interest (20% p.a. after 30 days) shall be payable by the defaulter.

Persistent non-payment may result in legal recovery proceedings and reporting to external debt-collection agencies.

15. Commission Bids

Commission bids given other than in person are accepted at the sender's risk and must be confirmed in writing or by telephone. Telephone bidding is subject to a minimum bid of £150. There is an additional £10 fee for international calls.

16. Principal

Every Bidder shall be deemed to act as principal unless the Auctioneers acknowledge in writing that s/he acts as agent on behalf of a named principal.

17. Forgeries

Notwithstanding any other terms of these Conditions, if within fourteen days after the sale, Bespoke Auctions Ltd receive from the Buyer of any Lot notice in writing that in his/her view the Lot is a deliberate forgery and within twenty-one days after such notification the Buyer returns the same to the Auctioneers in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the Buyer, satisfies the Auctioneer that considered in the light of the entry in the catalogue the Lot is a deliberate forgery, then the sale of the Lot will be rescinded and the purchase price of the same refunded. In the event of a dispute then the matter shall be settled by arbitration, the Arbitrator to be nominated by the President of the Royal Institution of Chartered Surveyors. Both the Buyer and the Vendor

agree to be bound by the decision. A Buyer's claim under this Condition shall be limited to any amount paid in respect of the Lot and shall not extend to any loss or damage suffered or expense incurred by him/her. The benefit of this Condition shall not be assignable and shall rest solely and exclusively in the original Buyer.

Conditions Mainly Concerning Sellers

18. Title

The Seller warrants that they are the true owner or authorised agent and can transfer good title free of third-party claims. The Seller indemnifies Bespoke Auctions Ltd and the Buyer against any loss arising from breach of this warranty.

19. Instructions

All goods delivered to Bespoke Auctions Ltd are deemed consigned for sale by auction unless otherwise stated in writing and are accepted subject to these Conditions.

20. Collection (From Vendors)

If requested in writing, Bespoke Auctions Ltd will instruct a contractor on the Seller's behalf. The Auctioneers accept no liability for loss or damage caused by contractors, who should be independently insured. Charges will be deducted from sale proceeds.

21. Loss or Damage

The Auctioneers disclaim responsibility for loss or damage to goods or unauthorised removal unless caused by the direct negligence of their employees.

22. Storage

The Auctioneers reserve the right to store goods on-site or elsewhere at their discretion and to charge for storage. Goods unsold after two auctions must be collected within six weeks of the second sale or they may be recycled or disposed of. Storage extensions may be arranged, and charges may apply.

23. Right to Sell

Sellers will be charged for goods left on the premises if not removed within seven days of request. Unsold goods uncollected after six weeks following the second sale may be disposed of at the Auctioneer's discretion.

24. Reserves

Sellers may place a reserve (minimum hammer price). The reserve may not be altered without consent. The Auctioneers may accept bids of 90% or more of the reserve or sell after the auction by private treaty at 90% or more of the reserve.

25. Commission and Expenses

Seller's commission + VAT:

- 15% on the first £5,000 realised per lot
- 12.5% on the next £15,000
- 10% on any amount above £20,000

Other charges:

- Listing/cataloguing/photography – from £6 + VAT (higher for larger or high-value items)
- Transport – £65 + VAT per hour
- Loss/waiver – 1.5% (min. £1.50 + VAT per lot)

26. Loss

The Auctioneers will insure property (other than motor vehicles) consigned to them for

sale. Such insurance will be at the expense of the Seller and will be against the risks of fire, theft following forcible entry and water damage (but not against accidental breakage or damage). The value of the goods so covered shall be the gross amount realized, or in the case of unsold Lots the best bid, or in the case of goods withdrawn prior to the sale that which specialized staff of Bespoke Auctions Ltd shall in their absolute discretion estimate to be the auction value of such

goods. Bespoke Auctions Ltd shall not be responsible for damage to or the loss, theft or destruction of any goods not so insured upon the owner's written instructions. Bespoke Auctions Ltd shall not be responsible for accidental breakage, loss or damage howsoever caused unless directly caused by the negligence of their employees.

27. Rescission

If before the Auctioneers remit the sale proceeds to the Seller, the Buyer makes a claim to rescind the sale under Condition 14 if appropriate and the Auctioneers are of the opinion that the claim is justified, they are authorized to rescind the sale and refund to the Buyer any amount paid to the Auctioneers in respect to the Lot.

28. Payment of Sale Earnings

Payment will normally be sent to the vendor within 28 working days after the sale by Bank Transfer, subject to the appropriate deductions regarding commission, loss or waiver, expenses & carriage, where necessary. The Auctioneers shall not be liable for payment to the vendor until they themselves have received full payment from the Buyer.

Payment may be delayed if there are outstanding disputes, chargebacks, or fraud investigations. Bespoke Auctions Ltd may request proof of identity or source of funds from vendors to comply with Anti-Money-Laundering regulations.

29. Protection

The Seller shall duly indemnify Bespoke Auctions Ltd against any claims arising in connection with goods sold on the Seller's behalf.

30. Electrical Goods

Electrical goods may be sold only if PAT-tested and certified safe. Testing can be arranged at £10 + VAT per item.

31. Withdrawn Lots

Lots withdrawn by the vendor prior to auction may incur charges at the Auctioneer's discretion.

32. Entries and Quality

The Auctioneer reserves the right to refuse or regulate entries and will not accept poor-quality or unsaleable lots.

33. Upholstered Furniture

Modern upholstered furniture is accepted only if bearing manufacturer's labels complying with current regulations.

Bespoke Auctions Ltd, October 2025