



Best Model Toys Limited - Terms and Conditions

Best Model Toys Ltd hereinafter referred to as The Auctioneer and to include any person acting upon his authority.

1. General Conditions of Sale

- a. Third Party Liability: All persons on the premises of, or at a venue hired or borrowed by The Auctioneer are there upon their own risk.
- b. They shall have no claim against the Auctioneer in respect of any accident, injury or damage howsoever caused.
- c. Admission: The Auctioneer reserves the right of admission, which in the case of a view auction will be by catalogue and registration.

2. Catalogue:

- a. Auction: All descriptions and grades, whether printed or oral, are statements of opinion not fact.
- b. Intending purchasers should satisfy themselves as to the condition, age etc. of all pieces and lots.
- c. All goods are second hand and SOLD AS SEEN, and are exempt from the provisions of the Sale of Goods Act 1979 and subsequent amendments.
- d. All statements as to the authenticity of lots shall be statements of opinion. Notwithstanding any other of these Terms and Conditions of Engagement, if within 7 days of the sales of any lot the purchaser gives written notice to the Auctioneer that in his or her opinion it is a deliberate forgery, as defines below, and within 14 days of such notice, returns the lot to the Auctioneer, in the same condition as it was at the time of sale and by producing evidence (the burden of proof being on the purchaser) satisfies the Auctioneer that the lot is a deliberate forgery, then the Auctioneer will be entitled to rescind the sale and will refund the purchase price to the purchaser. In the context of this guarantee 'a deliberate forgery' means a lot made with the intention to deceive when considered in



the light of the catalogue entry and which at the date of sale had a value substantially less than it would have had, had it been in accordance with the description. However, there will be no right where the catalogue description, at the time of sale, was in accordance with the general opinion of experts, or fairly indicated there to be a conflict of opinion. The Auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.

e. The Photography Images included in the Lot form part of the description.

3. The Auction Process.

The Auctioneer reserves the right:

- i. To accept or refuse any bid(s),
- ii. Regulate the bidding and amounts of any bid(s),
- iii. Bid on Lots on behalf of the Seller up to one bid below the Reserve
- iv. Rearrange, consolidate or withdraw any lot(s) or part of any lot without reason or notice.
- v. In the event of a dispute, the Auctioneer has absolute discretion to settle such dispute.
- vi. All transactions associated with this auction sale shall be governed by English law.

4. Conditions of Sale - Vendors

a. Indemnity: The Vendor indemnifies the Auctioneer together with his servants and agents who act solely as agent for the Vendor.

b. Title: The Vendor warrants to the Auctioneer and the Purchaser that he is the absolute owner of any lot and is authorised to sell the same and pass marketable title free of any encumbrance or claim.



- c. Instructions: All lots are sold at the Auctioneer's discretion unless written instructions to the contrary are received by the Auctioneer more than 24 hours prior to the auction. (Responsibility for receipt of such instructions rests with the Vendor)
- d. The Vendor will pay to the Auctioneer a lotting fee of £5.00 plus VAT at the prevailing rate per lot for 'Live auctions' or £2.50 plus VAT per lot for 'Timed auctions'. This fee will be deducted from the proceeds of sale. If the lot goes unsold, then the fee is waived by the Auctioneer.
- e. Proceeds: The Vendor authorises the Auctioneer to deduct all monies due to him from the auction proceeds..
- f. The Vendor will pay either (a) 12.5% commission if the items are passed to the Auctioneer at their premises or (b) 19% commission to the Auctioneer if the items are collected by the Auctioneer and/or it is deemed that significant work is required to make the items ready for auction such as cleaning or matching boxes to items; on sale of the Lot, plus vat.
- g. The Auctioneer shall not be liable for settlement of any lot(s) for which he is not in possession of cleared funds.
- h. In the event of a no-sale, then the Auctioneer will re-enter the lot in its next sale. If the lot was subject to a Reserve the Auctioneer may request from the Vendor that the Reserve is lowered or removed. The Vendor has the right to collect the unsold lots and remove them from sale at the Vendors expense.
- i. Should the Vendor decide to withdraw a lot from sale or not accept the Auctioneer's valuation then it is the Vendor's responsibility to either collect or pay for the postage for the return of the item(s).
- The Vendor will be charged the Vendors commission on the withdrawn Lot based on the higher value of either the Low estimate or the Starting bid if the withdrawn item has been catalogued.
 - Items which remain uncollected 14 days from the date of notification for withdrawal from sale will be removed to an offsite storage facility and will incur a £20 administration fee and a storage charge of £1 per lot per day.



- Once items have been placed in offsite storage, 24 hours advance notice is required to retrieve the items ready for collection.

j. There may be certain items that the Auctioneer deems unsuitable for auction due to condition and/or saleability. In such circumstances the Vendor grants permission for the Auctioneer to dispose of the item(s) at a local recycling centre. If any charges are incurred then these to be paid by the Vendor. This includes boxes and containers that were used for transportation of items.

5. Conditions of Sale - Purchasers

a. Acknowledgment: In making a bid, for any lot whether in person or otherwise all persons acknowledge they have read, understand and abide by all these Conditions of Sale.

b. Title: Responsibility for a purchased lot shall pass at the fall of the hammer; however, legal title shall not pass until the Auctioneer is in possession of cleared funds in payment for that lot.

c. Payment and Clearance: All lots must be paid for in full within 7 days following the conclusion of the auction except where agreed by the Auctioneer in writing.

d. No lot(s) may be removed until cleared funds are to hand except where agreed by the Auctioneer.

e. In the event of non collection of items following a sale then the lot(s) becomes the property of Best Model Toys Ltd – 42 days after the auction.

Late Collection

- Items are held for two weeks after the auction free of storage costs.
- Items which remain uncollected 14 days from the date of auction will be removed to an offsite storage facility and will incur a £20 administration fee and a storage charge of £1 per lot per day.
- Once items have been placed in offsite storage, 24 hours advance notice is required to retrieve the items ready for collection.
- Items which remain uncollected without written authorisation for more than 42 days from the date of auction, will become the property of Best Model Toys Ltd and resold at a future auction to



defray costs and the bidder will be banned from buying in future sales. We reserve the right to share non-paying bidder information with other auction houses and the operators of live bidding services

f. The Buyer will pay to the Auctioneer the hammer price together with a Buyer's Premium calculated at a rate of 22%, plus VAT at the prevailing rate.

6. Important Information

Online Live Webcast

a. The Auctioneer offers an online bidding service via easyliveauction.com and the-saleroom.com

b. In completing the bidder registration on the online platform and providing your credit card details and unless alternative arrangements are agreed with the Auctioneer you:

1. authorise the Auctioneer, if they so wish, to charge the credit card given in part or full payment, including all fees, for items successfully purchased in the auction, and

2. Confirm that you are authorised to provide these credit card details to the Auctioneer and agree that the Auctioneer is entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale. We can only deliver to the billing address showing on your account when the auction starts, unless otherwise requested in writing and confirmed by us by return

c. Please note that any lots purchased via the online platform will be subject to an additional internet platform charge.

Internet Platform	Additional charge at the rate imposed on the hammer price. (incl.vat)
easyliveauction.com	3.6% commission or flat fee of £3, whichever the Buyer selected at time of registration
the-saleroom.com	6% commission

This is in addition to the Buyer's Premium calculated at a rate of 22%, plus VAT at the prevailing rate.



d. Value Added Tax (VAT): If VAT is applicable to any lots this will be indicated in the catalogue listings

f. Absentee Bids: Complete the Commission Bid form on the Auctioneers website who will execute such bids without obligation.

g. Imperfections: The condition of pieces, (other than where a number are included in the same lot) is mentioned in this catalogue. This is intended as a guide to assist potential purchasers.

h. It remains the responsibility of the Purchaser to satisfy himself/herself as to the condition of each piece and lot. See General Conditions of Sale

i. Estimates: This is a guide as to what price the lot may attain based on previous results and the Auctioneers knowledge of the prevailing market

j. Auction Duration: Lots will be sold in numerical order (unless otherwise stated) at a likely rate of between 60 and 80 lots per hour.

k. Payment and Clearance: Accounts may be settled by bank transfer or debit card (~~non-EEA issued debit and credit card payments will incur an additional charge of 4% on the total sum payable~~).

l. Shipping:

- Packing and Shipping will be handled by the Auctioneer, unless the Buyer wishes to book a collection in person or with a third party.
- Weight of lot (if specified) is for indicative purposes only. This weight does not include the weight of packing materials and weight of the box.
- Shipping details including postage and packing charges are available on our website.
- We recommend that buyers clarify the estimated postage costs prior to the auction.
- If Shipping is required then request this on easyliveauction.com once the sale is complete (see a link on the invoice).
- Shipping is quoted only after the Invoice for the winning lot(s) is paid.
- We can only deliver to the billing address showing on your account when the auction starts, unless otherwise requested in writing and confirmed by us by return.



Invoices will be produced within 24 hours of the sale.

Important information

We are providing Internet bidding only via www.easyliveauction.com and www.the-saleroom.com

There are no room bids available.

Commission bids will be accepted up to 24 hours before a sale. ~~Sorry~~ No telephone bids. Please complete a form on our website. <https://bestmodel.toys/submit-a-commission-bid/>

Auction title - Lots n-xxx, Day Month Year

Full photographic condition reports available on request

Viewing appointments prior to the sale by appointment only. Please visit our auction on www.easyliveauction.com or email hello@bestmodel.toys to book a visit two days prior to the auction. Free visitors parking is available on-site.

Collections are available by appointment only. Please follow the links on the invoice to select your preferred date and time. Free visitors parking is available on-site.

Best Model Toys offer a full packing and postage service. Full details available on our website <https://bestmodel.toys/delivery-collection/>

Items for collection must be picked up within 14 days of the sale or storage charges will be applied.

Buyer Premium is 26.4% inclusive of vat. If bidding on an Internet bidding platform; **easyliveauction.com** either a flat fee registration of £3 or 3.6% inclusive of vat paid; **the-saleroom.com** 6%.

Buyer's Premium of 26.4% inclusive applies for bidders in the room (if permitted) and commission bids.



Invoices will be produced within 24 hours of the sale.

International card payments (outside the EEA) attract an additional 4.0% surcharge, and bank transfers 1.0% surcharge.

UK and EU debit payments and all bank transfers attract no additional fee. We do not accept cash or cheque payments.

Shipping:

Best Model Toys offer a packing and shipping service.

We aim to pack and dispatch all items within 7 days of receiving payment. We operate a first paid first posted policy.

Please see our website at: <https://bestmodel.toys/delivery-collection/> for a full table of packing & postage charges and optional insurance.

Grading:

Toys & Models:

Excellent (E) - Almost perfect, any imperfections will be extremely minor or ex-shop stock, or the item will have had very careful use, with only small imperfections.

Very Good (VG) - The item will have had some use, with only small imperfections.

Good (G) - The item will have had more use, showing obvious imperfections.

Fair (F) - The item will have heavy signs of wear, showing major imperfections & may include repaints.

Poor (P) - The item will be in a very distressed condition, with many faults.

A/F (as found – usually in addition to any condition above) – some faults found which may be noted in the item description, e.g. missing parts or components, or badly broken.



Boxes:

Excellent (E) – As you would expect to find the item in a shop – near factory fresh.

Very Good (VG) – Good condition for age, slight wear, may have the odd small dent.

Good (G) – Overall wear appropriate for age, some scuffing and dents may be present, may have some minor graffiti (writing on the box).

Fair (F) – A reasonable amount of wear / some tears and damage, may have extensive graffiti.

Poor (P) – Badly worn, tears and damage, may also have areas detached or missing.

N.B. All conditions are based on a visual inspection only, and are the opinion of the auctioneer. No electrical items or model railway locomotives are tested (except where specifically stated in the description) or guaranteed to work. Full condition reports are available on request, and buyers should satisfy themselves of the condition of the item prior to purchase. Full condition reports include additional photographs and a detailed inspection of the item for any obvious damage – we cannot conduct any testing of items.

Testing of Model Railway Locomotives:

Where the lot description states 'Tested' then we will have run the item in forward and reverse on a DC radius two oval track, without junctions, to check that the locomotive is a 'runner' or 'non-runner' at the date of the test. Often we make no comment on the smoothness of running or noise. We undertake no warranty through the action of testing or comment made on the smoothness of running.

Where an item appears to be in its original condition in the box with undisturbed packing it is unlikely that we will test the item to retain its obvious excellent condition.

Model Railway Digital Systems:

DCC Fitted / DCC Sound Fitted – This item is marked as being factory fitted with a digital (DCC) or digital sound chip by the manufacturer.



Vendor advises DCC Fitted – The vendor has informed or indicated to us that this item has been fitted with a DCC or DCC Sound chip after original purchase.

PLEASE NOTE that we do not verify either the presence of the DCC chip, nor do we test the operation of the chip if present. If we are made aware of the DCC code we will note that in the description. We are unable to verify that code.