

These Conditions of Sale and the Saleroom Notices as well as specific Catalogue terms, set out the terms on which we offer the Lots listed in this Catalogue for sale. By registering to bid and/or by bidding at auction you agree to these terms, we recommend that you read them carefully before doing so. You will find a list of definitions and a glossary at the end providing explanations for the meanings of the words and expressions used. Special terms may be used in Catalogue descriptions of particular classes of items, in which case the descriptions must be interpreted in accordance with any glossary appearing in the Catalogue. These notices and terms will also form part of our terms and conditions of sales. In these Conditions the words "Us", "Our", "We" etc. refers to Furlong Auction House (a trading name of Solomons & Rose Ltd), the singular includes the plural and vice versa as appropriate.

"You", "Your" means the Buyer. Furlong Auction House acts as agent for the Seller. On occasion where Furlong Auction House own a lot in part or full the property will be identified in the catalogue with the symbol (\*) next to its lot number.

## A. BEFORE THE SALE

### 1. DESCRIPTIONS OF LOTS

Whilst we seek to describe Lots accurately, it may be impractical for us to carry out exhaustive due diligence on each Lot. Prospective Buyers are given ample opportunities to view and inspect before any sale and they (and any independent experts on their

behalf) must satisfy themselves as to the accuracy of any description applied to a Lot.

Prospective Buyers also bid on the understanding that, inevitably, representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion shall be honestly and reasonably held and only accept liability for opinions given negligently or fraudulently. Subject to the foregoing neither we the Auctioneer or our employees or agents accept liability for the correctness of such opinions and no warranties, whether relating to description, condition, or quality of Lots, express, implied, or statutory, are given.

Please note that photographs/ images provided may not be fully representative of the condition of the Lot and should not be relied upon as indicative of the overall condition of the Lot. All dimensions and weights are approximate only.

### 2. OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a Lot apart from to the extent provided below.

(a) Condition Reports: Condition Reports are provided on our Website or upon request. The absence of a report does not imply that a Lot is without imperfections. Large numbers of such requests are received shortly before each sale and department specialists and

administration will endeavour to respond to all requests although we offer no guarantee. Any statement in relation to the Lot is merely an expression of opinion of the Seller or us and should not be relied upon as an inducement to bid on the Lot. Lots are available for inspection prior to the sale and You are strongly advised to examine any Lot in which you are interested prior to the sale.

Our Condition Reports are not prepared by professional conservators, restorers, or engineers. Our Condition Report does not form any contract between us and the Buyer. The Condition Reports do not affect the Buyer's obligations in any way.

(b) Estimates: Estimates are placed on each Lot to help Buyers gauge the sums involved for the purchase of a particular Lot. Estimates do not include the Buyer's Premium or VAT applicable at the current rate.

Estimates are a matter of opinion and prepared in advance. Estimates may be subject to change and are for guidance only and should not be relied upon.

(c) Catalogue Alterations: Lot descriptions and Estimates are prepared in advance of the sale and may be subject to change. Any alterations will be announced on the Catalogue alteration sheet, made available prior to the sale. It is the responsibility of the Buyer to make themselves aware to any alterations which may have occurred.

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### 3. WITHDRAWAL

Furlong Auction House may, at its discretion, withdraw any Lot at any time prior to or during the sale of the Lot. Furlong Auction House has no liability to you for any decision to withdraw.

### 4. JEWELLERY, CLOCKS & OTHER ITEMS

(a) Jewellery: (i) Coloured gemstones (such as rubies, sapphires, and emeralds) may have been treated to enhance their look, through methods such as heating and oiling. These methods are accepted practice but may make the gemstone less strong and/or require special care in future.

(ii) All types of gemstones may have been improved by some method. You may request a gemmological report for any Lot which does not have a report if the request is made to us at least three weeks before the date of the sale and you pay the fee for the report in advance of receiving said report.

(iii) We do not obtain a gemmological report for every gemstone sold in our sales. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports may be described in the Sale Particulars. Reports will describe any improvement or treatment only if we request that they do so but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount

of treatment or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(iv) For jewellery sales, all Estimates are based on the information in any gemmological report or, if no gemmological report is available, you should assume that the gemstones may have been treated or enhanced.

(b) Clocks & Watches: All Lots are sold "as seen", and the absence of any reference to the condition of a clock or watch does not imply the Lot is in good condition and without defects, repairs, or restorations.

Most clocks and watches will have been repaired during their normal lifetime and may now incorporate additional/newer parts. Furthermore, we make no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Buyers should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary.

Buyers should also be aware that we cannot guarantee a watch will remain waterproof if the back is removed. Buyers should be aware that the importing of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches cannot be shipped to the USA and only imported personally.

Clocks may be sold without pendulums, weights or keys.

(d) Books-Collation: If on collation any named item in the sale Catalogue proves defective, in text or illustration the Buyer may reject the Lot provided he returns it within 21 days of the sale stating the defect in writing.

This, however, shall not apply in the case of unnamed items, periodicals, autographed letters, music M.M.S., maps, drawings nor in respect of damage to bindings, stains, foxing, marginal worm holes or other defects not affecting the completeness of the text nor in respect of Defects mentioned in the Catalogue, or at the time of sale, nor in respect of Lots sold for less than £300.

(c) Electrical Goods: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first. Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given.

## B. REGISTERING TO BID

### 1. NEW BIDDERS

(a) If this is your first-time bidding at Furlong Auction House or you are a returning Bidder who has not bought anything from us within the last two years You must register at least 48 hours before an auction to give us enough time to process and approve your registration. We may, at our discretion, decline to permit You to register as a Bidder. You will be asked for the following:

(i) Individuals: Photo identification (driving licence,

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national identity card or passport) and, if not shown on the ID document, proof of Your current address (for example, a current utility bill or bank statement)

(i) Corporate clients: Your Certificate of Incorporation or equivalent documents) showing Your name and registered address together with documentary proof of directors and beneficial owners.

(b) We may also ask You to provide a financial reference and/or a deposit to allow You to bid. For help, please contact our Finance Department.

### 2. RETURNING BIDDERS

We may at our discretion ask You for current identification as described in paragraph B.1.(a) above, a finance reference or a deposit as a condition of allowing You to bid. If you have not bought anything from us in the last two years, or if you want to spend more than on previous occasions, please contact our Finance Department.

### 3. FAILURE TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion You do not satisfy our bidder identification and registration procedures including, but not limited to, completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register You to bid, and if you make a successful bid, we may cancel the contract between You and the Seller.

### 4. BIDDING ON BEHALF OF ANOTHER PERSON

As an authorised Bidder: If you are bidding on behalf of

another person, that person will need to complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her.

As agent for an undisclosed principal: If you are bidding as an agent for an undisclosed principle (the ultimate Buyer(s) You accept personal liability to pay the Purchase Price and all other sums due, unless it has been agreed in writing with us before commencement of the auction that the Bidder is acting as an agent on behalf of a named third party acceptable to us and we will seek payment from the named third party.

### 5. BIDDING ONLINE

Our online timed and live auctions are offered by our partners the-saleroom.com and easyliveauction.com.

(a) To bid on the-saleroom.com, once you have found an item you want to bid on, simply click 'Get Approved to Bid' and fill in a few details about yourself and register your credit card. If you haven't already created an account on the-saleroom.com you'll need to do that first. You can find a guide to bidding on the-saleroom [here](#).

(b) to bid with us on easyliveauction.com, simply find the lot you wish to bid on with us and click on the green 'Register to Bid' button where the catalogue is listed, or directly on the catalogue. If you do not have an account with easyliveauction.com, you may need to register for one first. You can find a guide to

bidding with us on easyliveauction.com [here](#).

(c) Please be aware additional fees may apply when bidding through our partner services. More information can be found on the-saleroom.com and easyliveauction.com.

### 6. BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and we are not responsible for any error (human or otherwise), omission or breakdown in providing these services.

(a) Phone bids

Your request for this service must be made no later than 12 hours prior to the auction. We will accept bids by telephone for Lots only if our staff are available to take the bids.

If You need to bid in a language other than English You should arrange this Well before the auction. We do not accept liability for failure to do so or for errors and omissions in connections.

(b) Witten Bids

While prospective Buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular Lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we shall, if so instructed, clearly and in writing execute bids on their behalf. Neither the Auctioneer nor our employees nor agents shall be responsible for any failure to do so. Where two or more commission bids at the same level are recorded, we

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reserve the right in our absolute discretion to prefer the first bid so made.

Bids must be expressed in the currency of the saleroom. The Auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the Reserve.

If you make a written bid on a Lot which does not have a Reserve and there is no higher bid than yours, we will bid on your behalf at around 50% of the lower Estimate or, if lower, the amount of your bid.

### C. DURING THE SALE

#### 1. ADMISSION TO OUR AUCTIONS

We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person. We may refuse admission at any time before, during or after the auction.

#### 2. RESERVES

Unless indicated, all Lots are offered subject to a Reserve. A Reserve is the confidential Hammer Price established between us and the Seller. The Reserve is generally set at a percentage of the low Estimate and will not exceed the low Estimate for the Lot.

#### 3. AUCTIONEER'S DISCRETION

The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer and any dispute shall be settled at the Auctioneer's absolute discretion.

The Auctioneer may move the bidding backwards or forwards in any way he or she may

decide or change the order of the Lots.

The Auctioneer may also; refuse any bid, withdraw any Lot, divide any Lot or combine any two or more Lots, reopen or continuing bidding even after the hammer has fallen.

#### 4. BIDDING

The Auctioneer accepts bids from: Bidders in the saleroom, telephone Bidders, and internet Bidders through any other online bidding platform we have chosen to list on and; Written bids (also known as absentee bids or commission bids) left with us by a Bidder before the auction.

#### 5. BIDDING INCREMENTS

Bidding increments shall be at the Auctioneer's sole discretion.

#### 6. CURRENCY CONVERTER

The saleroom video screens, and bidding platforms may show bids in some other major currencies as well as sterling.

Any conversion is for guidance only and we cannot be bound by any rate of exchange used. We are not responsible for any error (human or otherwise) omission or breakdown in providing these services.

#### 7. SUCCESSFUL BIDS

Unless the Auctioneer decides to use their discretion as set out above, when the Auctioneer's hammer falls, we have accepted the last bid. This means a contract for sale has been formed between the Seller and the successful Bidder.

We will issue an invoice only to the registered Bidder who

made the successful bid. While we send out invoices by post/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If You have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of our bid to avoid having to pay unnecessary storage charges.

#### 8. RELEVANT LEGISLATION

You agree that when bidding in any of our sales that You will strictly comply with all relevant legislation including local laws and regulations in force at the time of the sale for the relevant saleroom location.

### D. THE BUYER'S PREMIUM, TAXES AND ARTIST'S RESALE ROYALTY

#### 1. THE PURCHASE PRICE

For each Lot purchased a Buyer's Premium of 20% of the Hammer Price of each Lot Plus VAT at the appropriate rate is charged on the Buyer's Premium.

No VAT is payable on the Hammer Price or premium for printed books or unframed maps bought at auction.

Live online bidding may be subject to an additional premium (level dependent on the live bidding service provider chosen). This additional premium is subject to VAT at the appropriate rate as above.

#### 2. VALUE ADDED TAX

Value Added Tax is charged at the appropriate rate prevailing by law at the date of sale and is payable by Buyers of relevant Lots.

Lots affixed with (t): Value Added Tax on the Hammer Price is imposed by law on all items affixed with a (t). This imposition of VAT maybe because the Seller is registered for VAT within the European Union and is not operating under a Margin Scheme.

Lots affixed with (rt): A reduced rate of Value Added Tax on the Hammer Price of 5% is payable. This indicates that a Lot has been imported from outwit the European Union. This reduced rate is applicable to Antique items.

(c) Lots affixed with (st): Standard rate of Value Added Tax on the Hammer Price and premium is payable. This applies to items that have been imported from outwit the European Union and do not fall within the reduced rate category outlined above.

## **E. WARRANTIES**

### **1. SELLER'S WARRANTIES**

For each Lot, the Seller gives a warranty that the Seller;

(a) Is the owner of the Lot or a joint owner of the Lot acting with the permission of the other co-owners, or if the Sellers is not the owner of or a joint owner of the Lot, has the permission of the owner to sell the Lot, or the right to do so in law, and;

(b) Had the right to transfer ownership of the Lot to the Buyer without any restrictions or claims by anyone else.

If either other above warranties are incorrect, the Seller shall not have to pay more than the Purchase Price

(as defined in the glossary) paid by you to us. The Seller will not be responsible to you for any reason for loss of profits or business, expected savings. loss of opportunity or interest, costs, damages, other damages, or expense.

The Seller gives no warranty in relation to any Lot other than as set out above and, as far as the Seller is allowed by law, all warranties from the Seller to You, and all obligations upon the Seller which may be added to this agreement by law, are excluded.

### **3. YOUR WARRANTIES**

You warrant that the funds used for settlement are not connected with any criminal activities, including tax evasion and you are neither; under investigation, have been charged with or convicted of money laundering, terrorist activities or other crimes.

Where you are bidding on behalf of another person You warrant that:

(i) You have conducted appropriate customer due diligence on the ultimate Buyer(s) of the Lot(s) in accordance with all relevant anti-money laundering legislation, consent to us relying on this due diligence, and You will retain for a period of not less than five years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by a third party auditor upon our written request to do so; (ii) The arrangements between you and the ultimate Buyers in relation to the Lot or otherwise

do not, in whole or in part, facilitate tax crimes, and; (iii) You do not know, and have no reason to suspect that the funds used for settlement are connected with the proceeds of any criminal activity, including tax evasion, or that the ultimate Buyers) are under investigation or have been charged with or convicted of money-laundering, terrorist activities, or other crimes.

## **F. PAYMENT**

### **1. MAKING PAYMENT**

Within 7 days of a Lot being sold you will pay to us the Total Amount Due in cash or by such other method as is agreed by us. We accept bank transfer (details on request), debit cards and Visa or MasterCard credit cards. Please note that we do not accept cash payment.

We will only accept payment from the registered Bidder. Once issued, we cannot change the Buyer's name on an invoice or re-issue the invoice in a different name.

The ownership of any Lots purchased shall not pass to You until You have made payment in full to us of the Total Amount Due.

The risk in and the responsibility for the Lot will transfer to you from whichever is the earlier of the following: (i) When You collect or receive the Lot; or (ii) At the end of the 30th day following the date of the auction, or, if earlier, the date the Lot is taken into care by a third party unless we have agreed otherwise with You in writing.

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You shall at your own risk and expense take away any Lots that you have purchased and paid for not later than 7 working days following the day of the auction or upon the clearance of any payment whichever is later. Please note we do not accept cheques. We can provide you with a list of shippers. However, we will not be responsible for the acts or omissions of carriers or packers whether or not recommended by us.

No purchase can be claimed or removed until it has been paid for.

It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time.

### 2. IN THE EVENT OF NONPAYMENT

If any Lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the Sellers and on their behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

To proceed against You for damages for breach of contract; To rescind the contract for sale of that Lot and/or any other Lots sold by us to you; To resell the Lots (by auction or private treaty) in which case you shall be responsible for any resulting deficiency in the Total Amount

Due (after crediting any part payment and adding any resale costs). To remove, store and insure the Lot in the case of storage, either at our premises or elsewhere and to recover from You all costs incurred in respect thereof; To charge interest at a rate of 5% a year above the Bank of England base rate from time to time on all sums outstanding for more than 7 working days after the sale; To retain that or any other Lot sold to You until You pay the Total Amount Due; To reject or ignore bids from you or your agent at future auctions or to impose conditions before any such bids shall be accepted; To apply any proceeds of sale of other Lots due or which become due to you towards the settlement of the Total Amount Due by you and to exercise a lien over any of your property in our possession for any purpose until the debt due is satisfied.

You will be deemed to have granted such security to us and we may retain such property as collateral security for Your obligations to us; we may decide to sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts You owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us the balance; and (i) Take any other action we see necessary or appropriate.

### G. COLLECTION & STORAGE

(1) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time.

Information on collection is set out in the Catalogue and our Website.

Unless agreed otherwise, You must collect purchased Lots within seven days from the auction. Please note the Lots will only be released upon full payment being received.

If You do not collect any Lot within seven days following the auction we can, at our discretion;

(i) Charge You storage costs at the rates set out on our Website.

(ii) Move the Lot to another location or an affiliate or third party and charge You transport and administration costs for doing so and you will be subject to the third party storage terms and pay for their fees and costs.

(iii) Sell the Lot in any way we think reasonable.

### H. TRANSPORT & SHIPPING

#### 1. TRANSPORT AND SHIPPING

We will include transport and shipping information with each invoice sent to you as well as displayed on our website. You must make all transport and shipping arrangements.

#### 2. EXPORT OF GOODS

Buyers intending to export goods should ascertain;

(a) Whether an export licence is required; and

(b) Whether there is any specific prohibition on importing goods of that character, e.g. items that may contain prohibited materials such as ivory or rhino horn. It is the Buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in



obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the Lot.

### 3. CITES: ENDANGERED PLANTS AND ANIMALS LEGISLATION

Please be aware that all Lots marked with the symbol (CR) may be subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites>

We accept no liability for any Lots which may be subject to CITES but have not been identified as such.

### I. OUR LIABILITY TO YOU

We give no warranty in relation to any statement made, or information given, by us, our representatives, or employees about any Lot other than as set out in the warranty and as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded.

The Seller's warranties contained in paragraph E.1 are their own and we do not have a liability in relation to those warranties.

We are not responsible to You for any reason whether for breaking this agreement or any other matter relating to Your purchase of, or bid for, any Lot other than in the event of fraud or fraudulent misrepresentation by us other than as expressly set out in these conditions of sale; or We do not give any representation, warranty or guarantee or assume any liability for a kind in respect of

any Lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature or historical relevance, except as required by local law, any warranty of any kind is excluded by this paragraph.

In particular, please be aware that our written and telephone bidding services, condition Reports, currency converter and saleroom video screens are free services and we are not responsible for any error (human or otherwise) omission or breakdown in these services.

We have no responsibility to any person other than a Buyer in connection with the purchase of any lot.

If in spite of the terms of this paragraph we are found to be liable to You for any reason, we shall not have to pay more than the Purchase Price paid by You to us.

We will not be responsible for any reason for loss of profits, business, loss of opportunity or value, expected savings or interest, costs damages or expenses.

### J. OTHER TERMS

#### 1. OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel the sale of a Lot if;

- (1) Any of our warranties are not correct, as set out in paragraph E3,
- (i) We reasonably believe that completing the transaction is or may be unlawful; or

li) We reasonably believe that the Sale places us or the Seller under any liability to anyone else or may damage our reputation.

### 2. RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law if you do not wish to be videotaped, you may make arrangements to bid by telephone or a written bid or bid online. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

### 3. COPYRIGHT

We own the copyright in respect of all images, illustrations and written material produced by or for us relating to a Lot. (Including Catalogue entries unless otherwise noted in the Catalogue) You cannot use them without our prior written permission. We do not offer any guarantee that You will gain any copyright or other reproductions to the Lot.

### 4. ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as deleted and the rest of this agreement will remain in force.

### 5. TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights of responsibilities under these terms on the contract of sale with the Buyer unless we have given our written permission.

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This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

### 6. REPORTING ON [WWW.FURLONGAUCTIONS.CO.UK](http://WWW.FURLONGAUCTIONS.CO.UK)

Details of all Lots sold by us, including Catalogue disruptions and prices, may be reported on [www.furlongauctions.co.uk](http://www.furlongauctions.co.uk). Sales totals are Hammer Price plus Buyer's Premium and do not reflect any additional fees that may have been incurred. We regret we cannot agree to requests to remove these details from our website.

### 7. SALE BY PRIVATE TREATY

The same Conditions of Sale (Buyers) shall apply to sales by private treaty.

Private treaty sales made under these Conditions are deemed to be sales by auction and subject to our agreed charges for Sellers and Buyers.

We undertake to inform the Seller of any offers it receives in relation to an item prior to any Proposed Sale, excluding the normal method of commission bids.

For the purposes of a private treaty sale, if a Lot is sold in any other currency than Sterling, the exchange rate is to be taken on the date of sale.

### 8. THIRD PARTY LIABILITY

All members of the public on our premises are there at their own risk and must note the layout of the premises, safety and security arrangements.

Accordingly, neither the Auctioneer nor our employees or agents shall incur liability for

death or personal injury or similarly for the safety of the property of persons visiting prior to, during or after a sale.

### 9. DATA PROTECTION

Where we obtain any personal information about you, we shall use it in accordance with the terms of our Privacy Policy (subject to any additional specific consents you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website [www.furlongauctions.co.uk](http://www.furlongauctions.co.uk) or requested from Client Services, Furlong Auctions, 2<sup>nd</sup> Floor, 46 Hatton Garden, London. EC1N 8EX or by email from [info@furlongauctions.co.uk](mailto:info@furlongauctions.co.uk).

### 10. FORCE MAJEURE

We shall be under no liability if they shall be unable to carry out any provision of the Contract of Sale for any reason beyond their control including (without limiting the foregoing) an act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

### 11. LAW AND JURISDICTION

Governing Law: These Conditions of Sale and all aspects of all matters, transactions, or disputes to which they relate or apply shall be governed by, and interpreted in accordance with, English Law.

Jurisdiction: The Buyer agrees that the Courts of England are

to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.

### K. DEFINITIONS & GLOSSARY

The following words and phrases used have (unless the context otherwise requires) the meaning to given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning which You may not be familiar with

**1. DEFINITIONS**  
**"Auctioneer"** Furlong Auction House (a trading name of Solomons & Rose Ltd) (Registered in England No: 14302802. Registered address: 46 Hatton Garden, 2<sup>nd</sup> Floor, London, EC1N 8EX.) or it's authorised representative conducting the sale, as appropriate;  
**"Bidder"** a person who has completed a Bidding Form  
**"Bidding Form"** our Bidding Registration Form our Absentee Bidding Form or our Telephone Bidding Form.  
**"Buyer"** the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to by the words "You" and "Your"

**"Buyer's Premium"** the sum calculated on the Hammer Price at the rates stated in Catalogue.

**"Catalogue"** the Catalogue relating to the relevant Sale, including any representation on our Website.

**"Condition Report"** the report on the physical condition of a Lot provided to a Bidder or potential Bidder by us on behalf of the Seller.



**"Estimate"** a statement of our opinion of the range within the hammer is likely to fall.

**"Hammer Price"** the level of bidding reached (at or above any Reserve) when the Auctioneer brings down the hammer;

**"High Cumulative Value of Lot"** several Lots with a total lower Estimate value of £30,000 or above;

**"High Value Lot"** a Lot with a lower Estimate of £30,000 or above;

**"Lot"** each Item offered for sale by Furlong Auction House;

**"Purchase Price"** is the aggregate of Hammer Price and any applicable Buyer's Premium, VAT on the Hammer Price (where applicable), VAT on the Buyer's Premium and any other applicable expenses;

**"Reserve"** the lowest price below which an item cannot be sold whether at auction or by private treaty;

**"Sale"** the auction sale at which a Lot is to be offered for sale by us.

**"Seller"** the person who offers the Lot for Sale. We act as agent for the Seller.

**"Total Amount Due"** the Hammer Price in respect of the Lot sold together with any premium, Value Added Tax or other taxes chargeable and any additional charges payable by a defaulting Buyer under these Conditions;

**"VAT"** value added tax at the prevailing rate at the date of the sale in the United Kingdom.

**"Website"** Furlong Auction House website at [www.furlongauctions.co.uk](http://www.furlongauctions.co.uk)

to give you an understanding of those expressions but is not intended to restrict their legal meanings:

**"Knocked Down"** when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

**"Lien"** a right for the person who has possession of the Lot to retain possession of it.

**"Risk"** the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

**"Title"** the legal and equitable right to the ownership of a Lot.

## 2. GLOSSARY

The following have specific legal meaning which you may not be familiar with. The following glossary is intended