

1. Export of goods: buyers intending to export goods should ascertain whether any export licence is required and whether there is any prohibition on importing goods of that character. 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.
2. (a) Shipping/delivery: the buyer shall take full responsibility for arrangements for delivery of any lot purchased and all costs incurred. Packing will be the responsibility of the buyer to organise with their agent and will not be undertaken by Ramsay Cornish. We can recommend Mailboxes for smaller items or TNT for larger items, please contact us for details. We can also recommend carriers who can transport by van within the UK. No lot may be removed from the saleroom until payment has been received in full.  
  
(b) Electrical and Mechanical Goods. Lots that were once operated by electricity are bought entirely at the buyer's risk. They are offered for sale for display or historical purposes and may not comply with current regulations. Upholstered items are sold as 'works of art' only and if bought for use must be checked over for compliance with safety regulations (items manufactured prior to 1950 are exempt from any regulations. Use of such goods is entirely at the risk of the buyer and no warranties as to the safety of the goods are given.
3. (a) Selling. The seller authorises Ramsay Cornish to deduct commission at 17% or at 37% on residual items (plus vat on the premium) and to retain the buyer's premium of 17% (plus vat on the premium). The seller agrees to pay all special advertising charges and illustration charges (see 21). 3% loss and damage warranty is charged in addition to the premium. A charge will be levied on all lots entered in General and Specialist sales in respect of inclusion in the Ramsay Cornish website. We reserve the right to dispose of unsaleable items and to charge for this disposal. Minimum commission of £6 applies to Lane sale consignments. Proceeds of sale of goods from each single consignment will be despatched to the seller less deductions no less than four weeks following the sale of the last item in the consignment. Ramsay Cornish reserves the right to retain settlement if payment from the buyer has not yet been received. All settlement cheques once posted are deemed as delivered. Goods handed in for valuation, if not uplifted within one month, will be sold at best on behalf of the vendor.  
  
(b) Cheques issued by Ramsay Cornish must be cashed within six months of date of issue. Cheques cannot be replaced outwith this period.  
Cheques will be made payable to the vendor on record as consigning the goods to Ramsay Cornish.  
Any queries relating to any particular consignment must be made by the vendor on record with Ramsay Cornish. We are unable to process enquiries from third parties.
4. Value Added Tax. A seller who sends for sale by auction any chattel(s) which is an asset of his business must disclose to the Auctioneer whether or not he is a registered person for Value Added Tax purposes and, if so, his registered number and whether or not he intends to operate "the special scheme". This information must be supplied to the Auctioneer in writing on or prior to delivery of goods.
5. Instructions. All goods delivered to the Auctioneer's premises will be deemed to be delivered for Sale by Auction and will be catalogued and sold accordingly, unless special instructions are recorded on the script.
6. Reserves. Ramsay Cornish will be pleased to advise on suitable protective reserves. Such reserves will only be accepted with the agreement of the Auctioneer.
7. Indemnity. Vendors shall indemnify Ramsay Cornish against any claims in connection with goods sold by Ramsay Cornish on the vendor's behalf.
8. Collections. The Auctioneers do not themselves undertake the collection of goods but acting expressly as Agents, they will if require, instruct or recommend a carrier on the vendor's behalf. Charges incurred will be deducted from the vendor's proceeds.  
  
All unsold lots must be uplifted within the stipulated time period stated on vendor notification. Unsold lots are entirely the responsibility of the vendor. We are unable to guarantee that we will store unsold or withdrawn lots but reserve the right to make a charge for storage, chargeable at a minimum of £10 per month plus Vat at the current rate, should this be applicable and should space allow or to sell the lot(s) without reserve, at best, to offset any storage costs with any balance after such sale over and above storage and any other costs incurred being payable to the vendor.  
  
Any item which a vendor consigns for sale and wishes to withdraw from sale must be up-lifted within fourteen days and we must be notified in writing of such intent to withdraw either by letter or by email.
9. Withdrawals. Where a seller cancels instructions for sale, or where a lot is withdrawn for any reason other than misattribution or authenticity, Ramsay Cornish reserves the right to charge a fee equal to 10% plus VAT of the reserve price of the lot, or where no reserve has been fixed, Ramsay Cornish Auctioneers and Valuers' lower estimate of the item(s) withdrawn, together with any expenses incurred in relation to the item(s) withdrawn ie photography, marketing etc. Lots may only be withdrawn with 24 hours notice in writing to Ramsay Cornish Auctioneers.
10. Warranty of Title. The seller warrants to Ramsay Cornish and to the buyer that he is the true owner of the property or is properly authorised to sell the property and is able to transfer good and marketable title to the property free from any third party claims.
11. Photography. Vendors and buyers give Ramsay Cornish the right to photograph and illustrate any lot placed with them for sale and to use such photographs and illustrations at any time and their discretion, whether or not in connection with the auction. (£3 per lot for General sales and £6 per lot for Specialist sales).
12. Non Payment by the buyer: Ramsay Cornish will, where we consider appropriate take reasonable steps to investigate the ability of bidders to pay for lots and will use reasonable endeavours, in consultation with the seller to enforce payment of the hammer price by any buyer. If the seller elects to take action against any buyer on its own behalf Ramsay Cornish will provide the seller with such assistance as may be reasonably necessary to pursue that action. The seller agrees to inform Ramsay Cornish of any action which it chooses to take against the buyer to enforce payment of the amount due to the seller. In the event that a buyer fails to pay for a lot that lot will be treated in the same way as an unsold lot.
13. Agency. The Auctioneers act throughout as Agents only and are not responsible for any default by the buyer. Ramsay Cornish disclaim any liability for paying the vendor until they have received settlement from the purchaser.
14. Jurisdiction. These conditions shall be governed by and construed in accordance with Scots Law. All transactions to which these Conditions apply and all matters connected therewith shall also be governed by Scots Law. Ramsay Cornish Auctioneers hereby submit to the exclusive jurisdiction of the Scottish Courts and all other parties concerned hereby submit in favour of Ramsay Cornish Auctioneers and Valuers to the non-exclusive jurisdiction of the Scottish Courts.

