



PHIXIUS AUCTIONS

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PHIXIUS AUCTIONS

Terms and Conditions for Buyers

Version 1.0, effective 13 October 2026. These terms apply to every sale held by us, whether you bid in the saleroom, by commission or telephone bid, on our website, or through EasyLive Auction or any other platform. If a platform page differs from these terms, these terms prevail.

1 WHO WE ARE

- 1.1 “We”, “us” and “Phixius” means Legacy World Ltd trading as Phixius Auctions, a company registered in England and Wales (company no. 13121052), registered office Juniper 4, East Farm Barn, Chitterne Road, Codford, Warminster BA12 0PG. VAT no. GB476958520. Trading address and saleroom: Littlewood Barn, East Farm Barn Business Park, Codford, Warminster BA12 0PG. Tel 01985 878134, email enquiries@phixiusauctions.com.
- 1.2 We act as agent for the seller. The contract of sale is between you and the seller, unless we tell you that we own the lot.

2 DEFINITIONS

“**Hammer Price**” means the highest bid the auctioneer accepts.

“**Buyer’s Premium**” and other charges are set out in the Schedule of Charges, which forms part of these terms.

“**Total Amount Due**” means the Hammer Price plus Buyer’s Premium, any surcharge, VAT, Artist’s Resale Right and other charges.

“**Consumer**” means an individual acting wholly or mainly outside their trade or business.

“**Live Auction**” means a sale conducted by an auctioneer in our saleroom which the public may attend in person.

“**Online-Only Sale**” means a timed sale, Buy-It-Now or any sale with no opportunity to attend in person.

3 CHARGES AND VAT

- 3.1 You will pay the Total Amount Due. The Buyer’s Premium is 25% of the Hammer Price + VAT (30% inc. VAT). Online platform surcharges are set out in the Schedule of Charges and on each platform’s catalogue page.
- 3.2 *VAT.* We are VAT registered (VAT no. GB476958520). VAT is charged at the standard rate on the Buyer’s Premium, any online surcharge and all other charges. VAT is also charged on the Hammer Price where a lot is marked in the catalogue as subject to VAT. The Buyer’s Premium is 25% + VAT, with a minimum of £3 + VAT per lot. Lots won through EasyLive also carry an online surcharge of 3% + VAT.
- 3.3 Estimates are a guide only and exclude all charges.

4 REGISTRATION, BIDDING AND AML

- 4.1 You must register before bidding and provide the identification we request. We may refuse registration or bids at our discretion and may require a deposit for high-value lots.
- 4.2 We must comply with the Money Laundering Regulations 2017. For lots, or a series of linked lots, with a Total Amount Due of €10,000 (or equivalent) or more, we will verify your identity (and, for companies, beneficial owners) before releasing the lot. We may delay or cancel a sale if checks are incomplete. Cash payments are capped at £5,000 per buyer per sale. We do not accept cash above this



amount, whether in one payment or in linked payments.

- 4.3 Commission (absentee) and telephone bids are a free service, executed as cheaply as possible given the reserve and other bids. Where two equal bids are received, the first received wins. We are not liable for failing to execute them unless we were negligent.
- 4.4 Online bidding is subject to the platform's own terms as well. We are not responsible for failures of internet connections or platforms.
- 4.5 The auctioneer controls the sale, the increments and any dispute, and may re-offer a lot. The auctioneer may bid on the seller's behalf up to one increment below the reserve. The highest accepted bid at the fall of the hammer forms a binding contract.

5 CONDITION AND DESCRIPTIONS

- 5.1 Lots are mostly second-hand and are sold in the condition they are in. Descriptions are statements of opinion, honestly and reasonably held, based on information from the seller and a general inspection. We do not carry out scientific tests.
- 5.2 Condition reports are available on request until 5pm on the day before the sale. They are opinion only. The absence of a condition reference or report does not mean a lot is free of defects, restoration or wear. Electrical items are sold as collectors' items only and must be checked by a qualified electrician before use.
- 5.3 You are strongly encouraged to view in person. If you bid without viewing, you accept the lot as described and illustrated.

6 PAYMENT

- 6.1 Payment of the Total Amount Due is due within 5 working days of the sale, by bank transfer, debit card, or cash up to the limit in clause 4.2. We do not accept credit cards.
- 6.2 Ownership passes when we receive cleared funds in full. Risk passes to you at the fall of the hammer. Where the law requires otherwise (for example, a Consumer buying in an Online-Only Sale and having goods delivered), risk passes on delivery.
- 6.3 If you fail to pay on time we may, acting reasonably and after notice: charge interest at 1.5% per month on overdue sums; cancel the sale and resell the lot, holding you liable for any shortfall and costs; set off

sums we owe you; refuse future bids; and take legal action.

7 COLLECTION, STORAGE AND SHIPPING

- 7.1 Collection is Monday–Wednesday 10am–3pm, or Thursday/Friday by appointment, once payment has cleared.
- 7.2 You must collect paid lots within 14 days of the sale (days 1–14). If you do not, we will send you a written reminder and allow a further 14-day grace period (days 15–28) free of charge. Storage is charged from day 29 after the sale at the rates in the Schedule of Charges (currently £2 + VAT per lot per day, or £5 + VAT for furniture and large items). If a lot remains uncollected for a further 3 months, we may give you written notice under the Torts (Interference with Goods) Act 1977 and then sell or dispose of it, deducting our charges from any proceeds.
- 7.3 Shipping and packing are offered for selected small items by quote only, after payment. Despatch can take up to 21 working days. Third-party shippers act for you, not for us. When we pack and send items ourselves, we will offer insured delivery as part of the quote. Our liability for loss or damage in transit is limited to the purchase price paid for the lot. You are responsible for export licences, duties and import taxes.

8 YOUR CANCELLATION RIGHTS (CONSUMERS)

- 8.1 *Live Auctions.* Lots bought at a Live Auction are sold at a "public auction" as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The 14-day cancellation right does not apply, even if you bid online, by telephone or by commission.
- 8.2 *Online-Only Sales and Buy-It-Now.* If you are a Consumer, you may cancel within 14 days of the day you (or your nominee) receive the lot, without giving a reason, by telling us clearly (a model form is available). We will refund the Total Amount Due within 14 days of receiving the goods back or proof of return. You pay the direct cost of returning the goods and may be liable for any loss in value from handling beyond what is needed to check the goods.
- 8.3 Your statutory rights under the Consumer Rights Act 2015 are not affected where they apply. For items sold at a Live Auction that you could attend in



person, certain statutory rights are limited by s.2(5) of that Act.

9 FORGERIES

If, within 21 days of the sale, you notify us in writing that a lot is a Deliberate Forgery, and you return it in the same condition and prove this to our reasonable satisfaction (using independent expert evidence where we require it), we will cancel the sale and refund the Hammer Price and Buyer's Premium. This does not apply where the description followed generally accepted scholarly opinion, or where the forgery could only be shown by methods that were unavailable, impractical or unreasonably expensive.

10 LIABILITY

- 10.1 Nothing limits liability for death or personal injury caused by negligence, fraud, or anything that cannot lawfully be limited (including Consumers' statutory rights).
- 10.2 Otherwise we are not liable for indirect or consequential loss, or for loss of profit, business or opportunity. Our total liability for any lot is limited to the purchase price you paid for that lot (Hammer Price, Buyer's Premium and VAT).

11 DATA PROTECTION

We use your personal data in line with our Privacy Notice at www.phixiusauctions.com/privacy.

12 GENERAL

- 12.1 We may update these terms. The version published at the date of the sale applies.
- 12.2 If any part of these terms is unenforceable, the rest remains in force.
- 12.3 These terms are governed by the law of England and Wales. If you are a Consumer living in Scotland or Northern Ireland, you may also bring proceedings in your local courts and rely on the mandatory laws of your home country. Business buyers submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.4 Notices to us should be sent in writing to the address in clause 1.1 or by email to enquiries@phixiusauctions.com.