



PHIXIUS AUCTIONS

Littlewood Barn, East Farm Barn Business Park, Codford, Warminster BA12 0PG
01985 878134 · enquiries@phixiusauctions.com · phixiusauctions.com

PHIXIUS AUCTIONS

Terms and Conditions for Consignors (Sellers)

Version 1.3, effective 15 October 2026. These terms apply to all goods you leave with us for sale. They form a contract with you once you sign (on paper or electronically) a Consignment Agreement/Receipt that refers to them.

1 WHO WE ARE AND OUR ROLE

- 1.1 “We” and “us” 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. We act as your agent to sell your lots by auction. The sale contract is between you and the buyer. The Buyer’s Terms form part of these terms.
- 1.2 Charges are as set out in the Schedule of Charges and on your Consignment Agreement. If they differ, the Consignment Agreement prevails.

2 YOUR WARRANTIES

You confirm to us and to the buyer that: you own the lot or are authorised by the owner to sell it, and it is free of any third-party claims; it is not stolen, a forgery known to you, or connected with crime; you have disclosed all known information about its condition, alterations, restoration, provenance and authenticity; any import duties and taxes have been paid and the lot complies with the law (including ivory, CITES, firearms/weapons, furniture fire-safety and other restricted-item rules); and you will tell us if you are VAT-registered and selling in the course of business. You will indemnify us against loss arising from any breach.

3 IDENTIFICATION AND AML

We will check photographic identification and proof of address for every new consignor before accepting goods, and we may ask for source-of-ownership information. Full checks are mandatory for lots expected to sell for €10,000 or more. We may refuse a consignment, delay settlement or cancel a sale until checks are complete.

4 DESCRIPTION, ESTIMATE AND SALE

- 4.1 We decide the description, estimate, illustration, lotting, sale date and platform. Photographs and catalogue text belong to us and may be used for any purpose.
- 4.2 Estimates are opinions, not guarantees.

5 RESERVES

- 5.1 Lots are offered without reserve unless we agree a reserve in writing on the Consignment Agreement. Reserves are accepted only on lots with a low estimate of £100 or more. No discretionary margin applies: the auctioneer will not sell below the agreed reserve without your consent.
- 5.2 A reserve cannot exceed the low estimate. The auctioneer may bid on your behalf up to one increment below the reserve. You must not bid on your own lot or ask anyone to bid for you.



6 CHARGES

- 6.1 We deduct from the Hammer Price: Seller's Commission of 15% + VAT (18% inc. VAT), with a minimum of £10 + VAT per lot sold; the Loss & Damage Warranty charge (clause 7) unless you have opted out; and any agreed photography, transport, restoration or other costs. Lot fee: as agreed and stated on the Consignment Agreement (if any).
- 6.2 We may also receive the Buyer's Premium and other charges from the buyer.

7 LOSS & DAMAGE WARRANTY

- 7.1 The Loss & Damage Warranty applies to every lot by default. The charge is 1.5% + VAT of the Hammer Price, or of the low estimate if the lot is unsold. It is deducted from proceeds or invoiced for unsold lots.
- 7.2 While your lots are in our custody, we compensate you for loss or damage caused by fire, theft, water or accidental damage (excluding damage to glass and frames, inherent defects, woodworm, and gradual deterioration) up to the low estimate, or the Hammer Price if sold. This is not an insurance policy.
- 7.3 You may opt out only by giving us proof of your own insurance covering the goods while they are with us, and by ticking the box on the Consignment Agreement marked "Opt out: I have my own insurance cover (proof provided)". If you opt out, the goods remain entirely at your risk while in our custody, and you must claim against your insurer rather than against us (except where loss is caused by our negligence or wilful default).

8 WITHDRAWAL

- 8.1 You may withdraw a lot before the sale by written notice. If you withdraw after the catalogue has been published, you will pay 15% of the low estimate + VAT plus any costs we have incurred. If you withdraw before publication, you will pay only the costs we have incurred. You must collect withdrawn lots within 14 days of withdrawal.
- 8.2 We may withdraw a lot if we doubt its title, authenticity or legality, or if you breach these terms. You must collect it within 14 days of our notice.
- 8.3 For any withdrawn lot, the collection, reminder, grace-period, storage and disposal process in clauses

9.3 and 9.4 applies, with the 14 days running from withdrawal or our notice rather than from the sale.

- 8.4 This clause does not affect any statutory 14-day cancellation right of a private (consumer) vendor under clause 13.

9 UNSOLD LOTS

- 9.1 Unsold lots may be sold after the sale at or above the reserve (or, for unreserved lots, at a price we reasonably consider fair, and not below 50% of the low estimate without your consent) on the same terms as an auction sale. Offers below the reserve need your approval.
- 9.2 Unless you tell us otherwise, we may re-offer an unsold lot once at a future sale with a reduced estimate, without reserve or with the reserve reduced by up to 25%, or without reserve if you agree.
- 9.3 Otherwise you must collect unsold lots within 14 days of the sale (days 1–14). If they are not collected, we will send you a written reminder and allow a further 14-day grace period (days 15–28) free of charge. Storage charges apply from day 29 after the sale at £2 + VAT per lot per day (£5 + VAT for furniture and large items).
- 9.4 If lots remain uncollected for a further 3 months, we will give you written notice under the Torts (Interference with Goods) Act 1977. After that we may sell the goods (without reserve) or dispose of them to recover our charges. We will account to you for any balance of sale proceeds after deducting our charges.

10 SETTLEMENT

- 10.1 We will pay you the net proceeds 21 calendar days after the sale, provided the buyer has paid in full in cleared funds and we have completed AML checks. Payment is by bank transfer to the account on your Consignment Agreement. Changes must be confirmed in writing and verified by telephone (fraud prevention).
- 10.2 If the buyer does not pay, we will discuss options with you. We are not obliged to pay you or to sue the buyer, but we may cancel the sale and re-offer the lot.
- 10.3 If a sale is cancelled (for example forgery or consumer cancellation), you will repay any proceeds received, and we may set off sums you owe us.



11 LIABILITY

Nothing limits liability that cannot lawfully be limited. Otherwise our liability is limited to the net proceeds you would have received, or (for unsold lots) the low estimate. We are not liable for indirect loss or for opinions given in good faith.

12 DATA AND GENERAL

We use your data in line with our Privacy Notice. We may update these terms. The version referred to on your signed Consignment Agreement applies to that consignment. The Consignment Agreement may be signed by hand, electronically, or by email reply stating I AGREE with your full name. Governing law and jurisdiction are as in the Buyer's Terms clause 12.3.

13 CANCELLATION RIGHT FOR CONSIGNORS CONTRACTING OFF-PREMISES OR AT A DISTANCE

If you are a Consumer and sign this agreement away from our premises (for example at a house visit) or entirely by phone, email or online, you may cancel within 14 days under the Consumer Contracts Regulations 2013. If you ask us to start work (collect, catalogue or sell) within that period, you will pay a proportionate amount for services already provided. Where cancellation rights apply, a model cancellation form is provided with your Consignment Agreement.