

Philas Auction 145

BUYER'S PREMIUM

The premium payable by successful bidders is 15% of the hammer price plus another 5% if the bid was submitted via the online platform provided by Auction Mobility

VENDOR'S COMMISSION

The commission payable by vendors is 10% of the hammer price

COLLECTION OF LOTS

From our office at 20 Egerton Street Silverwater until 8 pm on the day of the auction and afterwards from 10 am to 3 pm on Tuesdays and Saturdays

RESULTS

Prices realised are to be made available after the auction and posted to our website

Bidders are asked to refrain from inquiring by telephone whether you were successful with any bid

Successful bidders are to be sent an invoice either via email or by post

UNSOLD LOTS

All unsold lots are available for purchase for two weeks after the auction at 80% of the estimate.

POSTAGE COSTS

The weight of all boxes and some album lots is noted in the description to enable intending bidders to calculate the cost of postage if you are successful

THE CONDITIONS OF SALE

PLACEMENT OF A BID

Placement of a bid constitutes acceptance of all the conditions set out below.

ESTIMATES / STARTING BIDS

The description of all lots is accompanied by our estimate of the likely price. This is merely an expression of the opinion of the

auctioneer of the market value of the lot. Usually bidding opens at 80% of the estimate. Absentee bids lower than 80% of the

estimate likely are to be declined.

VIEWING

You can view lots only at our office during the times set out in the catalogue and on our website.

SCANS OF LOTS

Scans of lots or parts of lots that are not provided in the printed or online catalogues may be emailed to you on request, if we

have enough staff to accommodate your request.

THE AUCTIONEER IS THE SOLE ARBITER

All lots are sold to the highest bidder at one advance increment over the second highest bid, subject to any reserve. The

Auctioneer has discretion to settle any dispute. All decisions of the Auctioneer are final.

HOW TO BID

You can bid by:

- attendance at the auction and bidding in person;
- 'live' by telephone through your agent during the auction by prior arrangement;
- 'live' online during the auction from your own device;
- completion of an absentee bid form returned to our office by the advertised due time/date;
- telephone prior to the start of the auction.

You may authorise our Auctions Manager to act as your agent.

If you are bidding otherwise than in the room, you are to provide us with a postal address, a telephone contact and an email

address. Credit card particulars also may be required.

REFUSAL OF BIDS

The Auctioneer can refuse your bid. 'Buy' bids are not accepted.

'Either' or 'Or' bids may be accepted if they are within five lots of one another.

'Limit' bids can be made only in the room by your agent. You may authorise our Auctions Manager to act as your agent.

PHILAS accepts no responsibility for any errors or omissions.

BID INCREMENTS

Bids are accepted in Australian dollars in the following steps:

\$2 up to \$30

\$5 from \$30 to \$100

\$50 from \$500 to \$1,000

\$100 from \$1,000 to \$2,000

\$10 from \$100 to \$200

\$20 from \$200 to \$500

\$200 from \$2,000 to \$5,000 \$500 from \$5,000

Absentee bids that are 'out of step' are to be rounded down to the nearest increment.

TITLE

If you purchase a lot:

- the risk passes to you at the fall of the hammer;
- title passes to you when you make full payment;
- if you bid in the auction room you are requested to pay for and collect your lot/s on the day of the auction; and
- if you bid by any other method, you are to pay the hammer price plus buyer's commission and postage and insurance

within 14 days of your receipt of our invoice.

If you authorised an agent to bid on your behalf, the agent and you are liable jointly and severally for all fees and charges.

BUYER'S PREMIUM

A premium of 15% of the successful bid is to be added to all invoices.

An additional premium of 5% is added to all successful bids made on the Auction Mobility platform.

PAYMENT AND SHIPPING

Invoices are provided during the auction to room bidders.

Invoices including the postage cost are emailed or posted to absentee bidders as soon as possible after the auction.

Lots to be mailed are despatched as soon as possible after the auction.

The timing of provision of invoices and postage of lots depends entirely on the availability of volunteer staff.

We make every effort to pack your lots securely. However, we cannot accept any liability for packing deficiencies. We will

post your lots by registered / tracked mail via Australia Post.

UNSOLD LOTS

All unsold lots are available for purchase for two weeks after the auction at 80% of the estimate

COLLECTION OF PURCHASES

Room bidders are expected to pay for and collect their lots immediately after the auction.

If you want to collect your lots from us after the day of the auction, you are to arrange a time/day beforehand. We can guarantee

to provide payment and collection of material after the day of the auction only on Saturdays between 10 am and 3 pm.

UNPAID INVOICES

Invoices are to be paid within 14 days of the auction. If they are not paid within that time:

- you may forfeit your purchase/s;
- we may sell the lots or place them into a later auction;
- we may seek reimbursement from you of any resultant deficit in price; and/or
- we may charge you interest (to recover any costs we incur) at the rate of 10% per annum.

RETURN OF LOTS AND THE RESPONSIBILITY OF THE BUYER

If you:

- inspected a lot prior to acquiring it at the auction; or
- buy a bulk lot, a large collection or an accumulation, or a lot containing more than 20 items (an 'item' includes an individual stamp or a set of stamps);

you are deemed to acknowledge that you have bought the lot with all faults and errors, and you cannot under any circumstances

return your lot or part of any lot.

If you immerse in water or similarly treat lots you have purchased, unless we agree beforehand, you cannot under any

circumstances return your lot or part of any lot.

If a lot was not available for inspection by you prior to sale, you may return the lot if there are errors in its description, or if faults

have not been described by us, up to seven days from your receipt of the material.

Requests to return items and to receive a refund of the price paid are to be in writing, setting out the grounds for the requested

return.

EXTENSION OF TIME TO OBTAIN EXPERT AUTHENTICATION

If you want to obtain the opinion of an expert in relation to the authenticity of any lot or part of any lot, before paying for it, you

are to request us in writing prior to commencement of the auction, or advise the auctioneer at the time you successfully bid for

the lot.

It is your responsibility to arrange for assessment by an expert as soon as possible. The lot is to remain with PHILAS, except by

arrangement. We will provide it to the expert engaged by you.

It is expected that the outcome of any assessment be known within six weeks of the time of sale. Your request for an extension

of time to pay for the lot might not be approved if the time required likely will exceed six weeks. Any approval for an extension

of time for payment that has been given may be withdrawn if you are unable to obtain an assessment within six weeks of the

date of the sale. We remind you that PHILAS is unable to pay the vendor pending the outcome of any assessment.

All costs incurred for expert assessment are your responsibility, except that if expert opinion suggests that an item is not genuine,

PHILAS will reimburse you one-half of any fee you paid for the assessment.

APPLICABLE LAW

These Conditions of Sale are governed by and are to be construed in accordance with the laws of the State of New South Wales.

In the event of any dispute, you may commence an action only in a court in New South Wales.