

Manley and Colwell Auctions Ltd

in association with Aber Armoury Ltd.

Terms and Conditions of Sale (Online Sealed Bid Auctions)

Business: Manley and Colwell Auctions Ltd (in association with Aber Armoury Ltd, RFD 63/3361)

Location: Wales, United Kingdom

Type of Sale: Firearms, Shotguns, Rifles, Airguns and Accessories

Sale Format: Sealed bids only – conducted online through the website

Buyers Premium: 20% (no VAT)

Sellers Commission: 20% of the final hammer price (no VAT)

1. General Terms

1.1. All sales are conducted by Manley and Colwell Auctions Ltd (“the Auctioneers”), with Aber Armoury Ltd as the RFD (Registered Firearms Dealer), acting as agents for the seller. These Terms and Conditions apply to all participants, whether buying or selling.

1.1(a). Aber Armoury Ltd is only acting as the RFD on behalf of Manley and Colwell Auctions Ltd and has no involvement in the commercial or financial aspects of the auction.

1.2. By submitting a bid or consigning an item for sale, all parties agree to be bound by these Terms and Conditions.

1.3. The Auctioneers reserve the right to refuse bids, registration, or participation at their discretion.

1.4. No bids below the starting price shall be accepted.

2. Descriptions and Catalogue Information

2.1. Whilst every care is taken in the preparation of the catalogues and descriptions, the Auctioneers cannot accept responsibility for any inaccuracies contained within.

2.2. Items are sold as seen and without guarantee unless otherwise stated in writing.

2.3. Prospective buyers must satisfy themselves as to the condition, authenticity, and suitability of any lot before bidding. Items can be viewed by appointment only, at Aber Armoury Ltd.

2.4. It is strongly advised that all purchased guns are checked by a qualified gunsmith before use.

3. Bidding Procedure (Sealed Bids)

3.1. All bids must be submitted online via the website using the official bid form provided.

3.2. Bidding is conducted by sealed bid only. Bidders must register online in advance. Onsite viewings are available **by appointment in person only**, at Aber Armoury Ltd.

3.3. Each lot will be sold to the highest valid bid received by the closing time. In the event of two identical bids, the earliest received will take precedence.

3.4. Successful bidders will be notified by email after the close of the auction.

3.5. Buyers bidding on any lot undertake that they hold the relevant licence, authority, or certificate required by law to legally possess that lot.

4. Payment

4.1. Full payment must be made after a valid firearm or shotgun certificate has been validated by the Auctioneers.

4.2. Payment must be made by bank transfer or other method approved by the Auctioneers.

4.3. Legal title to any lot shall not pass to the buyer until the purchase price plus the buyer's premium has been paid in full.

4.4. After the firearm or shotgun certificate has been received and filled in by Aber Armoury Ltd, the customer will be informed and payment must be made within seven (7) days, at which point the licence will be returned to the buyer via recorded delivery. If payment is not received within the specified time, Manley and Colwell Auctions Ltd reserve the right to cancel the sale, re-offer the lot, and recover any losses or expenses incurred.

5. Buyers Premium

5.1. A buyers premium of 20% is payable on all lots, in addition to the hammer price.

5.2. There is no VAT on the hammer price or the premium unless stated otherwise.

6. Collection and Delivery

6.1. All lots must be collected within one calendar month (31 days) of sale completion. After that period, a storage charge of £5 per week per gun will be incurred and must be paid in full before the release of the firearm, shotgun, or airgun.

6.2. Items can be viewed and collected by appointment at Aber Armoury Ltd.

6.3. Delivery of firearms, shotguns, and airguns can only be made by RFD to RFD (Registered Firearms Dealer to Registered Firearms Dealer) and will comply fully with all legal requirements.

6.4. Packing, transport, and delivery costs are the responsibility of the buyer. A fixed delivery charge of £50 applies to all shipped firearms, shotguns, and airguns. For non-licensed products, buyers must request a shipping quote before bidding.

6.5. Bids from outside the United Kingdom are accepted by arrangement only. Manley and Colwell Auctions Ltd only ship to UK addresses using Aber Armoury Ltd as the RFD. Any shipments outside of the UK must be arranged entirely by the buyer, and all necessary export, import, and customs documentation must be supplied by the buyer prior to dispatch.

6.6. Manley and Colwell Auctions Ltd accept no responsibility for loss or damage once the lot has been collected or dispatched.

7. Sellers Terms

7.1. Sellers' commission is charged at 20% of the final hammer price.

7.2. The seller authorises Manley and Colwell Auctions Ltd to deduct this commission and any other agreed expenses from the proceeds of sale once the buyer has made full payment.

7.3. If the seller withdraws a lot after it has been catalogued or advertised, Manley and Colwell Auctions Ltd reserve the right to recover any expenses incurred.

7.4. Manley and Colwell Auctions Ltd shall not be liable for any unsold lots beyond returning them to the seller upon request, or a storage fee may apply, or a disposal fee of £30 will be charged to scrap the firearm, shotgun or airgun.

8. Legal Compliance

8.1. All participants must comply with UK firearms law and any applicable Home Office regulations.

8.2. No firearm, shotgun, or airgun shall be released or transferred without production of a valid certificate, licence, or authority as required.

8.3. All firearm and shotgun licences (and any required certificates) must be sent to Aber Armoury Ltd by recorded delivery. Licences will be returned to the buyer by recorded delivery once Aber Armoury Ltd have completed their checks and any payment requirements are met.

8.4. Manley and Colwell Auctions Ltd reserve the right to withhold delivery until all legal documentation is verified, and storage fees may apply.

8.5. Manley and Colwell Auctions Ltd and Aber Armoury Ltd do not deal with Section 5 firearms (prohibited weapons as defined by the Firearms Act 1968 and subsequent amendments).

9. Liability and Indemnity

9.1. Manley and Colwell Auctions Ltd act as agents only and shall not be responsible for any

default by the buyer or seller.

9.2. Manley and Colwell Auctions Ltd shall not be liable for loss or damage to any item, or for any consequential loss arising from participation in the auction.

9.3. Buyers and sellers agree to indemnify Manley and Colwell Auctions Ltd against all claims, expenses, or liabilities arising from their participation in the auction.

10. Governing Law

10.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

10.2. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.