

# PHILLIPS PERPETUAL – BUY NOW TERMS & CONDITIONS

## 1 ABOUT US

1.1 PHILLIPS PERPETUAL is a trading name of Phillips Auctioneers Limited, a company registered in England and Wales under company number: 04228373 (“Phillips”). Our registered office is at: 30 Berkeley Square, London, W1J 6EX]. Our VAT number is: GB927202442.

1.2 When offering property for sale on our Buy Now Platform, Phillips is acting:  
1.2.1 As agent for a third-party seller, who has consigned the property to Phillips for sale, in which case we do not take or transfer title to the property. Title in the property will transfer directly from the third-party seller to the buyer; or  
1.2.2 As principal in respect of property owned by Phillips or Phillips group companies or affiliates.

## 2 HOW TO CONTACT US

You can contact us by sending an email to [perpetual@phillips.com](mailto:perpetual@phillips.com) or calling us on +44 207 318 4010.

## 3 THESE TERMS

3.1 These terms apply to any purchases you make on our Buy Now Platform. Please read these terms carefully before you place any orders on our Buy Now Platform, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.

3.2 For the purposes of these terms, you are a ‘consumer’ if you are buying property from our Buy Now Platform as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a ‘business customer’ if you are buying property from our Buy Now Platform for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

3.3 Any reference to ‘we’, ‘us’ or ‘our’ in these terms is to PHILLIPS PERPETUAL, and any reference to ‘you’ or ‘your’ is to the person placing an order on our Buy Now Platform.

3.4 You must be at least 18 years old to place an order on our Buy Now Platform. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

3.7 Your use of our Buy Now Platform is governed by our Website Terms of Use

## 4 ORDERS

4.1 Please check your order carefully and correct any errors before you submit it to us.

4.2 After you place your order, we will send you an acknowledgment email to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy property from us on these terms.

4.3 Acceptance of your order by us takes place when we dispatch your order to you, at which point a legally binding contract is formed between you and us on these terms. Once you have gone through the checkout process to place your order, we will contact you with a quote for delivery based on the delivery address provided as part of the checkout process. Please note that the delivery address cannot be changed once you have completed the check-out process and placed your order. We will send you a shipping confirmation email to let you know once your order has been dispatched.

4.4 If we do not accept your order, for example because: we have been unable to pre-authorise or take the payment, the property are unavailable, you are under 18, you have failed to provide the identification documentation we request to satisfy anti-money laundering and other compliance requirements, you are sanctioned or otherwise placing your order for delivery of goods to a country we cannot deliver to, or there has been a mistake regarding the pricing or description of the property, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

## 5 AVAILABILITY

All orders are subject to availability. We cannot guarantee that any property will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop selling certain property. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a full refund (including any delivery costs) if payment has already been taken.

## 6 PROPERTY DESCRIPTIONS

6.1 We publish descriptions of the property we offer for sale on the Buy Now Platform.

6.2 Please read the property description and the “Important Notices” at the end of these Buy Now Terms and Conditions carefully before placing an order and completing the checkout process. Pictures and images of the property (and any accessories sold with the property) on the Buy Now Platform are for illustration purposes only. The property (and any accessories sold with the property) may vary slightly from those pictures or images.

6.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of the property. The colours of the property displayed on our Buy Now Platform may vary depending on the device you are using to access it and your settings.

6.4 All weights, sizes and measurements referenced in the property descriptions on our Buy Now Platform are as accurate as possible but there may be a small discrepancies We do not give any warranties regarding weights, sizes and measurements referenced in property descriptions.

## 7 PRICES

7.1 Purchase prices are published on our Buy Now Platform in the currency of the location where the property is physically located. The property will be shipped from this location. All prices are in pounds sterling (£)(GBP) and exclude delivery charges and any applicable taxes and duties, including import duties. For information on delivery options and costs, please see the Frequently Asked Questions.

7.2 You agree to pay the full purchase price and any applicable delivery charges, taxes and import duties for any purchases you make on the Buy Now Platform.

7.3 Prices for property and delivery charges may change at any time. Except as set out in clause 7.4 below, such changes will not affect existing orders.

7.4 If there has been an error on the Buy Now Platform regarding the pricing of any property and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

## 8 PAYMENT

8.1 We accept payment by credit card and debit cards. All credit card and debit card payments need to be authorised by the relevant card issuer. We may process payments through third-party service providers and your details will be shared with such service providers for this purpose.

8.2 We will take payment from your card when you complete the checkout process. You authorise us and our third-party service provider to charge your selected payment method for all amounts notified to you in the checkout process. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.

## 9 DELIVERY CHARGES AND ARRANGEMENTS

9.1 For information on delivery options and costs, go to the Frequently Asked Questions [or contact us using the “enquire” button. Once you have completed the checkout and purchase process, we will contact you to complete our client identification and verification procedures and to arrange delivery, using our third party delivery service provider.

9.2 Once you have completed our client identification and verification procedures, we will provide you with a quote for delivering the property to the delivery address you specified in the checkout process. We use a third party delivery service provider to arrange delivery of the property. By accepting a delivery quote you will be contracting directly with that third-party provider (not with Phillips) for the delivery services and we will pass your details to the third party delivery agent for this purpose. Please note property cannot be delivered to certain destinations, including any country currently subject to US, UK or EU embargos, sanctions or export controls.

9.3 Property is considered collected by you when we release it in London to your appointed third-party delivery agent. You are responsible for paying all delivery costs, charges and taxes for delivery of the property to the delivery address you specified in the checkout process, including any applicable customs duties, charges and taxes such as import VAT and US State Sales and/or Use taxes, where applicable.

9.4 Your order will be delivered according to the terms and conditions of your appointed third party delivery agent and you should read carefully any terms and conditions they provide you. Shipping and delivery dates and times are estimates only and cannot be guaranteed. Phillips will not be responsible to you for any losses you incur if delivery is delayed, including but not limited to the following:

9.4.1 circumstances beyond our (or your appointed third party delivery agent’s) reasonable control (for example, severe weather, accidents or unpredictable transport delays, or restrictions on the movement of goods);

9.4.2 your failure to provide complete delivery details; or

9.4.3 your failure to pay delivery costs, charges and taxes for delivery of the property to the delivery address you specified in the checkout process, including any applicable customs duties, charges and taxes such as import VAT and US State Sales and/or Use taxes, where applicable.

## 10 DELIVERY: PASSING OF TITLE AND RISK IN THE PROPERTY

10.1 Your appointed third party delivery agent will deliver your order to the address specified by you during the checkout process when you placed your order. You may not change the delivery address once you have completed the check-out process and placed your order.

10.2 If no one is available to take delivery, your appointed delivery agent may attempt re-delivery. If a further delivery attempt is unsuccessful OR your appointed delivery agent is unable to follow your delivery instructions, they will notify you by email. In these circumstances we may cancel your order and refund you the price of the property (but not the delivery charges).

10.3 Please examine the property upon delivery and notify us of any fault or damage as soon as reasonably possible.

10.4 Title and risk of loss in the property pass to you when we release the property to your appointed third party delivery agent in London. Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the goods are classed as having been 'delivered'. This means that you are responsible for the property and we are not liable to you if the property is stolen or damaged after it has been delivered to you. This does not affect your legal rights if the property is faulty or misdescribed. Ownership of the property passes to you once you have paid for the property in full.

## 11 CONSUMER CANCELLATION RIGHTS

This clause 11 only applies to you if you are a consumer.

11.1 You have 14 days from the date the property is delivered to you to change your mind and cancel your order. This does not apply to:

11.1.1 bespoke or personalised property; or

11.1.2 if the property is sold by a consumer (rather than by a business or trader). We will indicate if property is offered for sale on behalf of a consumer, by the reference "Property from a Private Collection" in the property description published on the Buy Now Platform.

11.2 To cancel your order, please email us at [perpetual@phillips.com](mailto:perpetual@phillips.com) or call us on +44 207 901 7916. To help us process your cancellation more quickly, please include your name and Phillips client number in the email or cancellation form you send to us.

11.3 If you have already received your order, you must return the property to us in unworn condition in its original packaging, within 14 days of telling us that you want to cancel your order. The deadline is met if you send the property back to us before the 14-day period has expired. We strongly recommend that you get proof of postage. We may withhold the refund until we have received the property back from you in unused condition in its original packaging.

11.4 Property must be returned to us in unused condition and in its original packaging. We may make a deduction from the refund amount if you have handled the property in a way that has diminished the value of the property, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the property. You are responsible for the property while it is in your possession.

11.5 Unless the property is faulty or misdescribed, you are responsible for the cost of returning the property to us. For information on how to return the property to us, please contact us at [perpetual@phillips.com](mailto:perpetual@phillips.com)].

11.6 We will provide you with a full refund (including basic delivery charges) as soon as possible. If you cancelled before you received any property, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel. If you have sent property back to us, we will issue the refund no later than 14 days after the day we receive the property back from you in good, unused condition as described in clause 11.4 above or, if earlier, 14 days after the day you provide us with evidence that you have sent the property back.

11.7 We will issue your refund to the same payment method you used when you placed your order.

## 12 FAULTY PROPERTY — CONSUMERS

This clause 12 only applies to you if you are a consumer.

12.1 The property we offer for sale on the Buy Now Platform must be:

12.1.1 as described in the property description;

12.1.2 fit for the purpose for which it is sold; and

12.1.3 of satisfactory quality (taking into consideration the item's description, price, the circumstances of its purchase and if it has been pre-owned and therefore subject to imperfections and faults attributed to normal wear and tear).

We are under a legal duty to supply property that is in conformity with our contract with you.

12.2 If you discover a fault with an item of property during its expected lifespan, provided you have remained the owner of the property since your purchase, you are entitled to the following:

**Fault discovered within 30 days of delivery:** If the property is faulty, you can return it to us and obtain a full refund.

**Fault discovered after 30 days but within six months of delivery:** If the property is faulty, you can return it to us and we will have the opportunity to replace the item or repair the fault. If the item cannot be repaired or replaced, then you are entitled to a full refund in most cases.

**Fault discovered after six months:** To return the property, you must prove the fault was present when you first purchased the property.

12.3 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 11 above.

12.4 If the property is faulty or misdescribed, please contact us as soon as possible.

## 13 LIMITED AUTHENTICITY WARRANTY

13.1 If within a period of five years from the date that you pay the Purchase Price in full, you demonstrate to Phillips' reasonable satisfaction that the Property is not authentic, and provided the other conditions set out in clauses 13.2 and 13.3 are satisfied, Phillips will refund the Purchase Price paid by you in full satisfaction of any claim you may have. For the purposes of this clause 13, a watch or timepiece will not be authentic if it is a copy or forgery, created with the intention to deceive as to its maker, period, culture or origin.

13.2 The rights set out in this clause 13 are conditional upon (i) you returning the Property to us in the same condition in which we sold it to you; (ii) you having remained the sole owner of the Property at all times since it was sold to you and (iii) you providing to us at your expense the written opinion of the watch brand or up to two recognised and authorised servicing agents approved in advance by Phillips. We will not be bound by any expert report produced by you and reserve the right to consult our own experts at our own expense.

13.3 The rights set out in this clause 13 do not extend to (i) subsequent owners of the Property (including buyers or recipients by way of gift, heirs, successors, beneficiaries and assigns) (ii) property where the description states that there is a conflict of opinion on the maker or authorship of the property or the description was otherwise qualified (iii) property where our attribution of authorship on the date of sale was consistent with the generally accepted opinions of specialists, scholars and other experts (iv) property whose description or dating is proved inaccurate by scientific methods or means not generally accepted, or deemed unreasonably expensive or impractical or likely (in our reasonable opinion) to have caused damage or loss in value to the Property; or (v) property where there has been no material loss in value from the value of the Property had it been as described.

13.4 Except as set out in this clause 13, we give no warranties and make no representations in relation to the property, and all warranties and conditions (including the conditions implied by sections 13-15 of the Sale of Goods Act 1979 and other applicable laws), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## 14 EVENTS BEYOND OUR CONTROL

14.1 We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control. Such circumstances include strike, lockout, adverse weather, flood, storm, earthquake, subsidence and other natural disasters, failure and shortage of power supply, war, armed conflict, riot, civil unrest, terrorist action, nuclear and chemical contamination, epidemics, pandemics and travel bans or restrictions on release of the Property to you or your shipping agent.

14.2 If such circumstances arise, we will notify you and do what we can to minimise the effects of these circumstances on the performance of our obligations under this Agreement. Phillips' obligations to you may be suspended whilst such circumstances exist.

## 15 OUR LIABILITY TO CONSUMERS

This clause 15 only applies to you if you are a consumer.

15.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

15.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

15.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## 16 OUR LIABILITY TO BUSINESS CUSTOMERS

This clause 16 only applies to you if you are a business customer.

16.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the property.

16.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

16.2.1 consequential, indirect or special losses; or

16.2.2 any of the following (whether direct or indirect):

(a) loss of profit;

(b) loss of opportunity;

(c) loss of savings, discount or rebate (whether actual or anticipated); or

(d) harm to reputation or loss of goodwill.

16.3 Nothing in these terms will limit or exclude our liability for:

16.3.1 death or personal injury caused by negligence;

16.3.2 fraud or fraudulent misrepresentation; or

16.3.3 any other losses which cannot be excluded or limited by law.

## 17 YOUR INFORMATION

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available [here](#), which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## 18 NO THIRD PARTY RIGHTS

No one other than us or you has any right to enforce any of these terms.

## 19 COMPLAINTS

19.1 If you are unhappy with us or the property you ordered, please contact us at [perpetual@phillips.com](mailto:perpetual@phillips.com).

## 20 GOVERNING LAW AND JURISDICTION

20.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

20.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

## 21 GENERAL TERMS

21.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

21.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

21.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

21.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

21.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

Last update: 28 April 2023

## IMPORTANT NOTICES: WATCHES AND TIMEPIECES

### Descriptions

1. As watches and timepieces are designed for daily use, they are subject to wear and tear and require regular servicing. Prior repairs and restoration work may have resulted in the replacement of original component parts. Phillips does not guarantee the authenticity of any individual components parts (including wheels, hands, crowns, crystals, screws, bracelets and leather bands) of the watches and timepieces offered for sale on the Buy Now Platform.

2. Where used in cataloguing, the following terms have the following meanings: Pre-owned: unless the property description states otherwise, the watch or timepiece may bear use or age-related traces (e.g. scratches on the housing, glass or strap)

Unworn: without signs of wear

3. Phillips does not warrant that watches in water-resistant cases are currently water-resistant.

Condition

4. As a service to prospective buyers, we may provide a description of the condition of watches and timepieces offered for sale on the Platform upon request. If provided, such information is not necessarily complete and may not specify all mechanical replacements, restorations or defects.

Authenticity Certificates

5. Certain manufacturers do not issue certificates of authenticity, and Phillips has no obligation to provide a buyer with a certificate of authenticity from the manufacturer of a watch or timepiece, unless specifically referenced in the property description published on the Buy Now Platform.

6. When watches or timepieces are serviced, certain components may be replaced, including but not limited to protective glass, the watch face, housing seals, hands, screws, springs and other parts of the mechanism. The replacement of these components does not affect or change the origin / manufacture of the watch or timepiece.