

## Terms and Conditions

As auctioneers we act as agents for the seller whose identity, for reasons of confidentiality, is not normally disclosed. Accordingly, if you buy your primary contract is with the seller.

**Estimates**-Estimates are designed to help buyers gauge what sort of sum might be involved for the purchase of a particular lot. The lower estimate may represent the reserve price and certainly will not be below it. Estimates do not include the Buyer's Premium. Estimates are prepared some time before the sale and may be altered by announcement before the sale. They are in no sense definitive.

**The Purchase Price**-The Buyer shall pay the hammer price together with a premium thereon. For General Sales the premium will be 20% + VAT

**Description**-We are, primarily, agents for the seller and we are dependent on information provided by the seller and whilst we may inspect lots and act reasonably in taking a general view about them we are normally unable to carry out a detailed or any examination of lots in order to ascertain their condition in the way in which it would be wise for a buyer to do. Intending buyers have ample opportunity for inspection of goods and, therefore, accept responsibility for inspecting and investigating lots in which they may be interested. Please note carefully the exclusion of liability for the condition of lots contained in the Conditions of Sale. Neither the seller nor we, as the auctioneers, accept any responsibility for their condition. In particular, mechanical objects of any age are not guaranteed to be in working order. However, in so far as we have examined the goods and make a representation about their condition, we shall be liable for any defect which that examination ought to have revealed to the auctioneer but which would not have been revealed to the buyer had the buyer examined the goods. If a condition report is not asked for in writing, we the auctioneers will not be liable to refund monies paid for goods, in effect all goods are deemed to be "sold as seen". Additionally, in specified circumstances lots misdescribed because they are 'deliberate forgeries' may be returned and repayment made. There is a 3 week time limit. (The expression 'deliberate forgery' is defined in our Conditions of Sale).

**Export of Goods**-Buyers intending to export goods should ascertain (a) whether an export licence is required and (b) whether there is any specific prohibition on importing goods of that character because, e.g. they may contain prohibited materials such as ivory. Please ask if you need help.

**Bidding**-Bidders are required to register before the sale commences and lots will be invoiced to the name and address on the registration form. Some form of identification will be required if you are unknown to us. Please enquire in advance about our arrangements for telephone bidding.

**Commission Bidding**-Commission bids may be left with the auctioneers indicating the maximum amount to be bid excluding buyers' premium. They will be executed as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids the auctioneers may prefer the first bid received. Please enquire in advance about our arrangements for the leaving of commission bids by telephone or email.

Live online bidding is available for our auctions via the-saleroom.com. To bid online you need to register at [www.the-saleroom.com](http://www.the-saleroom.com). In completing the bidder registration on [www.the-saleroom.com](http://www.the-saleroom.com) and providing your credit card details and unless alternative arrangements are agreed with Atkins Auctions Ltd. you:

(a) authorise Atkins Auctions Ltd. if they so wish without prior notification, to charge the credit card given in part or full payment, including all fees, for items successfully purchased in the auction via the-saleroom.com, and (b) confirm that you are authorised to provide these credit card details to Atkins Auctions Ltd. through [www.the-saleroom.com](http://www.the-saleroom.com) and agree that Atkins Auctions Ltd. are entitled to permit the shipping of the goods to the card holder name and card holder address provided in fulfilment of the sale if required.

**Collection and Storage**-It is important that goods are paid for and collected promptly. Any delay may involve the buyer in paying storage charges or the items being sold without notice. Storage charges will be set at £5 per lot per week.

### **SELLERS:**

Commission is charged to sellers at 20% + VAT on each lot. Items must be consigned to the saleroom by the stated deadline and at your expense. We may be able to help with this process, but any liability incurred to the carrier for haulage charges is solely the sellers responsibility.

**Liability-** We are not authorised by the FCA to provide insurance to you, but we assume liability for property from the time we take possession of goods consigned to us. Liability shall be at mid pre-sale estimate until the fall of the hammer when liability transfers to the buyer, or until they are collected by or on behalf of the owner.

**Indemnity-**You will indemnify us against an and all liability, loss, damage, costs ( including reasonable legal fees) and expenses which may incur from any breach of our terms and conditions by yourself or anyone acting on your behalf

**Minimum bids and our discretion-**Goods will normally be offered subject to a reserve agreed between us before the sale in accordance with the clause below.

We may sell lots below the reserve provided we account to you for the same sale proceeds as you would have received had the reserve been the hammer price. If you specifically give us 'discretion' we may accept a bid of up to 10% below the formal reserve.

**Reserves-**(a) You are entitled to place prior to the auction a reserve on any lot consigned, being the minimum hammer price at which that lot may be sold. Reserves must be reasonable and we may decline to offer goods which in our opinion would be subject to an unreasonably high reserve. Reserves can only be changed with our consent.

**Descriptions-**Please assist us with accurate information as to the provenance etc. of goods where this is relevant. There is strict liability for the accuracy of descriptions under modern consumer legislation and in some circumstances responsibility lies with sellers if inaccuracies occur. We will assume that you have approved the catalogue description of your lots unless informed to the contrary. Where we are obliged to return the price to the buyer when the lot is a deliberate forgery and we have accounted to you for the proceeds of sale you agree to reimburse us the sale proceeds. The liability to reimburse the sale proceeds shall not arise where you are acting reasonably and honestly and are unaware of the forgery but we are or ought to have been aware of it.

**Unsold and Withdrawn Items-**If an item is unsold it may with your consent be re-offered at a future sale. Where in our opinion an item is unsaleable you must collect such items from the saleroom promptly on being so informed. Otherwise, storage charges may be incurred. We reserve the right to charge for storage in these circumstances at a reasonable daily rate.

**Withdrawn and Bought in Items-**These are liable to incur a charge of 20% of the mid estimate on being bought in or withdrawn after being catalogued.

You undertake that you have the right to sell the goods either as owner or agent for the owner. You undertake to compensate us and any buyer or third party for all losses liabilities and expenses incurred in respect of and as a result of any breach of this undertaking.

#### **Authority to Deduct Commission and Expenses and Retain Premium and Interest.**

(a) You authorise us to deduct commission at the stated rate and all expenses incurred for your account from the hammer price and consent to our right to retain beneficially the premium paid by the buyer in accordance with our Conditions of Sale and any interest earned on the sale proceeds until the date of settlement.

(b) You authorise us at our discretion to negotiate a sale by private treaty not later than the close of business two business days after sale in the case of lots unsold at auction, in which case the same charges will be payable as if such lots had been sold at auction and so far as appropriate these terms apply.

**Settlement-**Subject to our normal trading conditions, payment will be made by BACS or cheque fourteen days after the sale unless the buyer has not paid for the goods. In this case no settlement will then be made but we will take your instructions in the light of our Conditions of Sale. You authorise any sums owed by you to us on other transactions to be deducted from the sale proceeds. You must note the liability to reimburse the proceeds of sale to us as stated above. You should therefore bear this potential liability in mind before parting with the proceeds of sale until the expiry of 28 days from the date of sale.

#### **BUYERS:**

Bidders are required to register their particulars before bidding and to satisfy any security arrangements before entering the auction room to view or bid;

The maker of the highest bid accepted by the auctioneer conducting the sale shall be the buyer at the hammer price and any dispute about a bid shall be settled at the auctioneer's absolute discretion which may include re offering the Lot during the course of the auction or otherwise. The auctioneer shall act reasonably in exercising this discretion.

Bidders shall be deemed to act as principals.

Our right to bid on behalf of the seller is expressly reserved up to the amount of any reserve and the right to refuse any bid is also reserved.

**INCREMENTS**-Bidding increments shall be at the auctioneer's sole discretion.

**THE PURCHASE PRICE**-The Buyer shall pay the hammer price together with a premium thereon of 20%

#### **PAYMENT**

(a) Immediately a lot is sold you will:

(i) give to us, if requested, proof of identity, and

(ii) pay to us the total amount due in pounds sterling.

(b) Any payments by you to us may be applied by us towards any sums owing from you to us on any account whatever without regard to any directions of you or your agent, whether express or implied.

#### **TITLE AND COLLECTION OF PURCHASES**

(a) The ownership of any lots purchased shall not pass to you until you have made payment in full to us of the total amount due

(b) You shall at your own risk and expense take away any lots that you have purchased and paid for not later than 3 working days following the day of the auction or upon the clearance of any cheque used for payment after which you shall be responsible for any removal, storage, sale or insurance charges.

(c) No purchase can be claimed or removed until it has been paid for.

#### **REMEDIES FOR NON-PAYMENT OR FAILURE TO COLLECT PURCHASES**

(a) If any Lot is not paid for in full and or not taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the seller and on our own behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

(i) to proceed against you for damages for breach of contract;

(ii) to rescind the sale of that lot and/or any other lots sold by us to you;

(iii) to resell the lot (by auction or private treaty) if the lots are not collected within seven days of the date of the sale at our discretion in which case you shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs). Any surplus so arising shall belong to the seller; If you fail to collect the Lots within seven days of the relevant sale we shall exercise a right to sell the Lots at the next sale to recover our costs for handling and storage of the Lots, the Lots being entered in your name and the balance less our costs of insurance, storage and handling being made payable to you as Vendor.

(iv) to remove, store and insure the lot at your expense and, in the case of storage, either at our premises or elsewhere;

(v) to charge interest at a rate not exceeding 3% per month on the total amount due to the extent it remains unpaid for more than 3 working days after the sale;

(vi) to retain that or any other lot sold to you until you pay the total amount due;

(vii) to reject or ignore bids from you or your agent at future auctions or to impose conditions before any such bids shall be accepted;

(viii) to apply any proceeds of sale of other Lots due or in future becoming due to you towards the settlement of the total amount due and to exercise a lien (that is a right to retain possession of any of your property in our possession for any purpose until the debt due is satisfied).

(b) We shall, as agent for the seller and on our own behalf pursue these rights and remedies only so far as is reasonable to make appropriate recovery in respect of breach of these conditions

**THIRD PARTY LIABILITY**-All members of the public on our premises are there at their own risk and must note the lay-out of the accommodation and security arrangements. Accordingly neither the auctioneer nor our employees or agents shall incur liability for death or personal injury (except as required by law by reason of our negligence) or similarly for the safety of the property of persons visiting prior to or at a sale.

**COMMISSION BIDS**-Whilst prospective buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we will if so instructed clearly and in writing execute bids on their behalf. Neither the auctioneer nor our employees or agents shall be responsible for any failure to do so save where such failure is unreasonable. Where two or more commission bids at the same level are recorded we reserve the right in our absolute discretion to prefer the first bid so made.

**WARRANTY OF TITLE AND AVAILABILITY**-The seller warrants to the auctioneer and you that the seller is the true owner of the property consigned or is properly authorised by the true owner to consign it for sale and is able to transfer good and marketable title to the property free from any third party claims.

**AGENCY**-The auctioneer normally acts as agent only and disclaims any responsibility for default by sellers or buyers.

**FORGERIES**-Any lot which proves to be a deliberate forgery (as defined) may be returned to us by you within 21 days of the auction provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description and a written statement of defects. If we are satisfied from the evidence presented that the lot is a deliberate forgery we shall refund the money paid by you for the lot including any buyer's premium provided that (1) if the catalogue description reflected the accepted view of scholars and experts as at the date of sale or (2) you personally are not able to transfer a good and marketable title to us, you shall have no rights under this condition.

The right of return provided by this Condition is additional to any right or remedy provided by law or by these Conditions of Sale.

**GENERAL:**

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We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.

Any right to compensation for losses liabilities and expenses incurred in respect of and as a result of any breach of these Conditions and any exclusions provided by them shall be available to the seller and/or the auctioneer as appropriate. Such rights and exclusions shall extend to and be deemed to be for the benefit of employees and agents of the seller and/or the auctioneer who may themselves enforce them.

Accidental damage and breakages by persons attending viewing or sale day must be paid for by that person. If they refuse then the auctioneer may forward their address to the seller to effect recovery.

Any notice to any buyer, seller, bidder or viewer may be given by first class mail in which case it shall be deemed to have been received by the addressee 48 hours after posting.

If you cannot attend the auction but are bidding remotely, it is the buyers responsibility to ensure lots are in good order. Condition reports can be given on any lot by email. If the buyer fails to ask for a condition report, the auctioneer will not be liable for any faults with items.

The term 'deliberate forgery' means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source but which is unequivocally described in the catalogue as being the work of a particular creator and which at the date of the sale had a value materially less than it would have had if it had been in accordance with the description.

Artists resale rights may be valid for certain works by living artists, and these are subject to royalty charges of 4% from €1000- 50,000

Items subject to CITES regulations will be marked as such in the catalogue.

Any indulgence extended to bidders buyers or sellers by us notwithstanding the strict terms of these Conditions or of the Terms of Consignment shall affect the position at the relevant time only and in respect of that particular concession only; in all other respects these Conditions shall be construed as having full force and effect.

English law applies to the interpretation of these Conditions.