

Devon and Cornwall Auctions - Conditions of sale – Buyer

1. In these conditions, the 'Auctioneer' is the company, firm, or person, or his servant or agent who has agreed to auction any lot.
2. All lots must be paid for and removed by the end of the week following the sale. Storage will be charged thereafter at the rate of £1.00 plus VAT per lot per day.
3. Devon and Cornwall Auctions acts as agent only, and neither they nor the vendor are responsible for any faults or defects in any lot or the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness, provenance, or condition of any lot. Buyers must satisfy themselves as to the physical condition of all lots.
4. The highest bidder acceptable to the Auctioneer prior to the fall of the hammer shall be the purchaser and if any dispute arises between the bidders, the Auctioneer shall settle such dispute(s), or the lot offered again and resold.
5. The bidding will be regulated at the discretion of the Auctioneer who reserves the right to accept or reject any bid, and in the case of lots with a reserve, shall have the right to bid on behalf of the vendor.
6. The Auctioneer reserves the right to refuse any bid, or withdraw, consolidate, or alter the order of any lots at their discretion.
7. Every lot is sold by the vendor with all faults and defects therein, and with all errors of description and is to be taken and paid for whether genuine and authentic or not, and no compensation shall be paid for the same. Opportunity is given for inspection of goods and each buyer by making a bid for a lot acknowledges that he has satisfied himself fully before bidding, by inspection or otherwise to all the sale conditions, the physical condition of and description of the lot including but not restricted to whether the lot is damaged, or has been restored.
- 7a. DESCRIPTION Whilst Devon and Cornwall Auctions strives to ensure the accuracy of the description of a lot either in a catalogue, or spoken or written in a condition report, it does not accept responsibility or imply any warranty for the authenticity, attribution, genuineness, origin, authorship, date, age or period, condition of quality of any lot. All weights and dimensions given are approximate.
8. All purchasers must give their names and addresses to the Auctioneer on a Registration Form before the start of the sale.
9. Each lot will immediately on the fall of the hammer become the property of the purchaser and are in every respect the risk of the purchaser. Neither Devon and Cornwall Auctions, nor their staff or agents shall be responsible for any loss or damage whether caused by negligence or otherwise.
10. The buyer shall remove any lot for which he has paid in full plus all other charges, if any, by the time for removal, which shall be either the time for payment or the time stated in any sale notes of the Auctioneer, whichever shall be the later, but provided that no lot shall be

removed without the Auctioneer's express written consent whilst the auction is continuing. The buyer shall be responsible for the removal of the articles and such removal must be carried out safely and lawfully. The buyer agrees to insure against and to indemnify the Auctioneer and the seller against any and all claims arising in respect of injury or damage to person or property, whether real or personal, caused by or in connection with the acts or omissions of the buyer, whether caused by himself, his servants or agents or his principals or employer. Buyers must insure against these risks.

11. All descriptions in the Catalogues, advertisements, or anywhere else are statements of opinion, and are not to be relied upon as statements or representations of fact. All intending purchasers must satisfy themselves by inspection as to all the matters specified in 2. above, as to the physical description of any lot and as to whether a lot has been repaired. Notwithstanding this, any lot that proves to be a forgery may be returned to us within 21 days provided it is in the same condition as when bought, together with a written statement of defects. If we are satisfied from the evidence that the lot is a deliberate forgery we shall refund the money paid by you for the lot 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.

12. If any purchaser fails to comply with the above conditions, or any one of them, the purchase money deposited shall be forfeited and together with any lots not cleared within seven days of the auction date shall be resold by public or private sale, and the deficiency together with all charges attending the same, shall be made good by the defaulter. Any profit resulting from such sale shall belong to the vendor.

13. Written commission bids and bids by telephone will be undertaken and be entirely at the bidders own risk.

14. The Buyer's Premium is 20 per cent of the hammer price, inclusive of VAT

15. Bidding increments shall be at the Auctioneer's sole discretion.

16. a) ONLINE BIDDING

Devon and Cornwall Auctions offer an online bidding service via the-saleroom.com for bidders who cannot attend the sale .In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Devon and Cornwall Auctions,

(1) You authorise Devon and Cornwall Auctions, if they so wish, 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

(2) You confirm that you are authorised to provide these credit card details to Devon and Cornwall Auctions through www.the-saleroom.com and agree that Devon and Cornwall Auctions are entitled to ship the goods to the card holders name and card holders address provided in fulfillment of the sale.

PLEASE NOTE Any goods purchased via the-saleroom.com live auction service will be subject to an additional 3% commission charge plus Vat at the rate imposed on the hammer price.

16. b) Payment will be accepted by debit card issued by a UK Bank, in cash, or by all major credit cards (but not American Express or Diners Club). A surcharge of 3 percent on all

payments made by credit card is payable. Alternatively sterling personal cheques may be accepted, but goods will not be released until the cheque has cleared.

17. From 14th February 2006, all art market professionals are required to collect a royalty for all works of art that have been produced by living artists. This payment is calculated on all works that sell for a hammer price more than the UK sterling equivalent of Euros 1000. A surcharge of 4 per cent will be made to the hammer price.