

TERMS & CONDITIONS

The Old Boys School, Gretton Road, Winchcombe, Cheltenham, Gloucestershire, GL54 5EE
+44 (0)1242 603005 • admin@bespokeauctions.co.uk • www.bespokeauctions.co.uk



Third Party Liability

Every person on Bespoke Auctions Ltd premises at any time shall be deemed to be there at his/her own risk. S/he shall have no claim against Bespoke Auctions Ltd in respect of any accident which may occur or injury, or damage or loss howsoever caused, save insofar as the injury, damage or loss shall be caused by the direct negligence of Bespoke Auctions Ltd employees.

General Conditions of Sale

1. Classification

In these Conditions, Bespoke Auctions Ltd, who act only as Auctioneers and Agents for the Vendor, are called 'the Auctioneers' and the representative of Bespoke Auctions Ltd conducting the auction is called 'the Auctioneer'. The 'hammer price' means the price at which a lot is knocked down by the Auctioneer to the Buyer. The 'total amount due' means the hammer price in respect of the lot sold together with any premium and Value Added Tax chargeable, and additional charges & expenses due from a defaulting buyer under Condition 10 below.

2. General

(a) Agency. The Auctioneer sells as Agent for the Seller and as such is not responsible for any default by Seller or Buyer. The Auctioneers do not guarantee the title of any Lot or Lots sold by them and will not be responsible for any defects in such title. They accept no responsibility in connection with the commissioning of members of their staff to bid for Lots on behalf of intending Purchasers.

(b) Description. Every Lot is sold with all faults and errors of description and the Auctioneers disclaim, for themselves and for the Seller, all responsibility for authenticity, attribution, age, origin, provenance, date, condition, quality or estimated selling price. All statements on such matters, whether printed in the catalogue or made orally, are statements of opinion and not representations of fact. Buyers are deemed to have satisfied themselves on authenticity, condition, etc., before bidding and no-one in the Auctioneer's employment has authority to make any representation of fact. All statements in the catalogue as to any such matters are statements of opinion and are not to be taken as, or as implying, statements or representations of fact.

(c) Bidding. The Auctioneer has absolute discretion to divide any Lot, to combine any two or more Lots, to withdraw any Lot, to refuse bids, to regulate the bidding or cancel the sale without in any case giving any reason. S/he may bid on the Seller's behalf for all goods which are being offered subject to reserve or at the Auctioneer's discretion. Where there is no reserve either the Seller or his/her Agent (who may be the Auctioneer) has the right to bid on the Seller's goods. All intending purchasers must register their name & address with the auction staff and obtain a bidding number.

(d) Fall of the Hammer. The highest Bidder shall be the Buyer. If any dispute arises, the Auctioneer has absolute discretion to settle the dispute or to re-offer the Lot.

(e) Auctioneer's Statement. All Conditions, Notices, descriptions, statements and other matters in the catalogue and elsewhere concerning any Lot are subject to any statements modifying or affecting the same made by the Auctioneer from the rostrum before accepting any bid for the Lot.

(f) Increments. Bidding increments shall be at the Auctioneer's sole discretion

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

(h) Endangered Species Laws. In accordance with international laws, any item on the Endangered Species List (eg ivory, rhino horn, etc), of whatever date, requires re-export permits for bidders outside the European Union. Some countries also require import permits. Bespoke Auctions Ltd cannot be held liable if a purchaser buys a lot subject to these laws and then import / export licences cannot be arranged. Certain countries, particularly the USA, have their own Endangered Species Act and possession of, or being involved in a commercial transaction with, any item on this list can be a Criminal Offence for a citizen of such a country. It is the potential buyer's responsibility to check Federal, or other, Regulations before bidding on any lot affected by these or similar regulations. (No licence is required to sell or advertise pre-1947 items within the European Union).

(i) Special Jewellery Notices. Some lots are accompanied by gemological certificates giving an opinion on some or all of the gemstones in that particular lot. These certificates may have been obtained by British Bespoke or supplied by vendors. Please note that the content of these certificates is not guaranteed by British Bespoke and we cannot be held responsible for any disagreement over the content of certificates after the sale, or for

a retrospective change in opinion by the providers of any of the certificates. Gemstones and jade of Burmese origin are not permitted for import by The United States of America.

Conditions Mainly Concerning Buyers

3. Premium

The Buyer shall pay to Bespoke Auctions Ltd the hammer price together with a premium (at the rate detailed below) together with Value Added Tax at the standard rate on the premium, agrees that the Auctioneers, when acting as Agents for the Seller, may also receive commission from the Seller in accordance with Condition 23 and acknowledges the Auctioneer's right to retain the premium payable by the Purchaser.

Rates of premium for buyers are: (i) for general sales – 20% on the first £250,000 paid for each lot; 14% on the excess between £250,001 and £500,000; 11.5% on the excess between £500,001 and £1,000,000; 9% on the excess over £1,000,000; (i) for specialist sales – 22% on the first £250,000 paid for each lot; 15% on the excess between £250,001 and £500,000; 12.5% on the excess between £500,001 and £1,000,000; 10% on the excess over £1,000,000.

4. Live Internet Bidding

Bespoke Auctions Ltd offer an on-line service via www.the-saleroom.com for bidders who cannot attend the sale. In completing the bidder registration agrees to Bespoke Auctions Ltd payment terms. Bespoke Auctions Ltd does not hold card details left on record with *the-saleroom*.

Please note that any lots purchased via www.the-saleroom.com service will be subject to an additional 4.95% commission plus VAT at the rate imposed on the hammer price. The Buyer agrees that the Auctioneers, when acting as Agents for the Seller, may also receive commission from the Seller in accordance, and acknowledges the Auctioneer's right to retain the premium payable by the Purchaser.

5. Value Added Tax

Lots marked with '*' belong to registered persons and Value Added Tax will be charged at the standard rate on the hammer price.

6. Payment

At the fall of the hammer the Buyer shall pay Bespoke Auctions Ltd the total amount due within 7 days, unless prior arrangements have been made with the Auctioneers. In default the Lot or Lots so purchased may be immediately put up again and re-sold. Proof of identity is required from all first-time Bidders, which may include a copy of a current passport. Bespoke Auctions Ltd accept payments by UK bank transfer, cash and debit cards without charge; there is a £10 charge for international bank transfers. Cheques are accepted by prior arrangement only and will require clearance before goods are taken. We regret that we do not accept Credit Card payments nor PayPal transfers.

7. Inspection

Each Buyer by making a bid for a Lot acknowledges that s/he has satisfied him/herself fully before bidding by inspection or otherwise as 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 repaired or restored.

8. Ownership

The ownership of the Lot purchased shall not pass to the Buyer until s/he has made payment in full to the Auctioneers of the total amount due, but each Lot is at the sole risk of the Buyer from the fall of the hammer.

9. Removal of Purchases

No purchase shall be claimed or removed until the Buyer's account has been paid in full. All Lots shall be paid for and removed at the Buyer's risk & expense by the time stipulated in the catalogue. Failing this the Auctioneers shall not be responsible if Lots are lost, stolen, damaged or destroyed and all Lots not so removed shall remain at the risk of the Buyer. The Buyer shall be responsible for any removal, storage and loss or waiver charges on any Lot not taken away by the time stipulated. All damage done to the premises or to any Lots by the removal of any of the goods shall be paid for by the Purchaser of the goods. No Lots can on any account be transferred to another Purchaser.

10. Packaging and Handling

British Bespoke Auctions wherever possible include on the invoice a charge for packing and shipping the lots purchased. Packing is undertaken in-house and shipment is made usually by The Royal Mail. Insurance cover can be included, but only if requested. Buyers accept full responsibility for any damage or loss during transit. The packing and handling of purchased Lots by the Auctioneer's staff are undertaken solely as a courtesy to clients. In no event will the Auctioneers be held responsible for damage incurred by their packing or handling of sold Lots.

11. Default

Any Lots not paid for and collected by the time stipulated may be removed for storage, the charge to be payable by the Buyer. If they are not paid for and collected within seven days of the sale, the Auctioneer may

re-sell them by auction or privately without notice to the Buyer. The deficiency, if any, attending such re-sale together with warehouse and other charges shall be made good by the defaulter at this sale together with interest at 2% above Lloyds Bank plc base rate upon the price of any Lot which has not been paid for within 48 hours of the sale. Any money deposited in part-payment shall be held by the Auctioneers on account of any liability of the defaulter to them or to the Seller.

12. Commission Bids

Commissions given other than in person (eg by telephone) are accepted at the sender's risk and must be confirmed either in writing or by telephone. Telephone bidding is a free service, subject to a minimum bid of £150. Bespoke Auctions Ltd holds no responsibility for wrong bids put on the book either on the side of the Buyer or Seller.

13. Principal

Every Bidder shall be deemed to act as principal unless the Auctioneers acknowledge in writing that s/he acts as Agent on behalf of a named principal.

14. Forgeries

Notwithstanding any other terms of these Conditions, if within fourteen days after the sale, Bespoke Auctions Ltd receive from the Buyer of any Lot notice in writing that in his view the Lot is a deliberate forgery and within twenty-one days after such notification the Buyer returns the same to the Auctioneers in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the Buyer, satisfies the Auctioneer that considered in the light of the entry in the catalogue the Lot is a deliberate forgery, then the sale of the Lot will be rescinded and the purchase price of the same refunded. In the event of a dispute then the matter shall be settled by arbitration, the Arbitrator to be nominated by the President of the Royal Institution of Chartered Surveyors. Both the Buyer and the Vendor agree to be bound by the decision. A Buyer's claim under this Condition shall be limited to any amount paid in respect of the Lot and shall not extend to any loss or damage suffered or expense incurred by him/her. The benefit of this Condition shall not be assignable and shall rest solely and exclusively in the original Buyer.

Conditions Mainly Concerning Sellers

15. Title

The Seller warrants to the Auctioneers and to the Buyer that s/he is the true owner of the property or is properly authorized to sell the property by the true owner and is able to transfer good and marketable title to the property free from any third-party claims. The Seller will indemnify the Auctioneers, their servants & Agents and the Buyer against any loss or damage suffered by either in the consequence of any breach of this condition.

16. Instructions

As Bespoke Auctions Ltd are Auctioneers, all goods delivered to their premises will be deemed to be delivered for sale by Auction unless otherwise stated in writing and will be catalogued and sold at Bespoke Auctions Ltd's discretion and accepted by them subject to all the Sale Conditions. By delivering the goods to Bespoke Auctions Ltd for inclusion in their auction sale, each Seller acknowledges that s/he has accepted and agreed to be bound by all these Conditions.

17. Collection

Bespoke Auctions Ltd will, if requested in writing, instruct a contractor on the Seller's behalf in their capacity as Agents. The Auctioneers disclaim all responsibility for loss or damage to goods or for unauthorized removal of goods and for damage to premises caused by the contractor who should be insured for such risks. The remover's charge will be deducted from the proceeds of sale.

18. Loss or Damage

The Auctioneers disclaim all responsibility for loss or damage to goods or for unauthorized removal of goods unless caused by the direct negligence of their employees.

19. Storage

The Auctioneers reserve the right to store or arrange for the storage of goods delivered to them for sale either on their own premises or elsewhere at their sole discretion. They exempt themselves from any liability for loss or damage to goods delivered to their salerooms without sufficient sale instructions and reserve the right to make a storage charge for such goods. There is a charge for goods stored.

20. Right to Sell

Sellers will be charged for goods left on the premises if the Seller has been requested to remove them and if the goods are not removed within seven days of such request. In the event of an unsold item not being collected within six weeks of the sale it will be disposed of at the Auctions discretion.

21. Reserves

The Seller shall be entitled to place prior to the auction a reserve on any Lot, being a minimum hammer price at which that Lot may be treated as sold. The reserve once placed by the Seller shall not be changed without

consent of the Auctioneers. The Auctioneers may at their discretion accept bids for 90% or more of the reserve. They may also sell at a hammer price of less than 90% of the reserve, but in any such case the sale proceeds to which the Seller is entitled shall be the same as they would have been had the sale been at 90% of the reserve. In the event of any reserve price not being reached at auction, the Auctioneers are empowered to sell by private treaty after the auction, at 90% or more of the reserve price, as long as the goods remain on their premises.

22. Commission and Expenses

The Seller authorizes the Auctioneers to deduct commission at the stated rate and expenses where applicable from the hammer price and acknowledges the Auctioneers' right to retain the premium payable by the Buyer in accordance with Condition 3.

The Seller's Commission is set on the hammer price as follows: 15% commission on the first £3,000 realized and 12% on any amount above that. Bespoke Auctions Ltd charge a £5.00 listing fee (to include cataloguing, photography & social media), together with a Loss or Waiver charge of 1.5% on all sales, with a minimum of £1.50 per lot. Value Added Tax is payable on all the above charges.

23. Loss

The Auctioneers will insure property (other than motor vehicles) consigned to them for sale. Such insurance will be at the expense of the Seller and will be against the risks of fire, theft following forcible entry and water damage (but not against accidental breakage or damage). The value of the goods so covered shall be the gross amount realized, or in the case of unsold Lots the best bid, or in the case of goods withdrawn prior to the sale that which specialized staff of Bespoke Auctions Ltd shall in their absolute discretion estimate to be the auction value of such goods. Bespoke Auctions Ltd shall not be responsible for damage to or the loss, theft or destruction of any goods not so insured upon the owner's written instructions. Bespoke Auctions Ltd shall not be responsible for accidental breakage, loss or damage howsoever caused unless directly caused by the negligence of their employees.

24. Rescission

If before the Auctioneers remit the sale proceeds to the Seller, the Buyer makes a claim to rescind the sale under Condition 14 if appropriate and the Auctioneers are of the opinion that the claim is justified, they are authorized to rescind the sale and refund to the Buyer any amount paid to the Auctioneers in respect to the Lot.

25. Payment of Sale Earnings

Payment will normally be sent to the vendor within twenty-five working days after the sale by cheque, subject to the appropriate deductions regarding commission, loss or waiver, expenses & carriage, where necessary. The Auctioneers shall not be liable for payment to the vendor until they themselves have received full payment from the Buyer.

26. Protection

The Seller shall duly indemnify Bespoke Auctions Ltd against any claims in connection with any goods sold by Bespoke Auctions Ltd on the Seller's behalf.

27. Electrical Goods

These can only be sold if inspected beforehand by an electrician and issued with a safety certificate (PAT Testing). We can arrange this and the cost will be deducted from sale proceeds.

28. Withdrawn Lots

Any lots withdrawn by the vendor prior to auction may be subject to charges at the auctioneers' discretion.

29. Entries and Quality

The Auctioneer reserves the right to refuse or regulate entries. On no account will Bespoke Auctions Ltd accept poor quality or unsaleable lots.

30. Upholstered Furniture

Modern upholstered furniture and beds are accepted for sale only if bearing manufacturer's labels complying with current regulations.

Please note: in the case of an emergency please make your way out of the building as safely as possible and do not block the Fire Exits. There is a green fire door clearly marked only to be used in the case of an emergency: push the bar to open and leave immediately. For your comfort and safety we are a totally non-smoking building.