



CONDITIONS OF SALE & TERMS OF BUSINESS

'Barbara Kirk Auctions' act solely as agent for all Sellers & as Auctioneer for any auction. Barbara Kirk represents 'Barbara Kirk Auctions' & in these Conditions is called 'the Auctioneer'.

GENERAL CONDITIONS OF SALE

General: **1.** The Auctioneer sells as an agent for the Seller. The parties to the contract of sale are the Seller & the Buyer & as agents the Auctioneer as such is not responsible for any default by the Seller or the Buyer. **2.** The Auctioneer makes every effort to ensure the description of every lot in any auction is accurate. Any measurements or weights may be approximate & images should not be relied on for colour accuracy, both are information & guidance only. The auction catalogue, whether printed or online is issued on the basis that the Auctioneer's Conditions of sale are accepted by the Seller & any Buyer. **3.** Each lot or combined lots will be sold by the Auctioneer with all faults, any imperfections & errors of description. All lots are sold as seen & as previously owned with any signs of age & use inherent with the item(s). **4.** The Auctioneer cannot accept responsibility for authenticity, attribution, genuineness, date or condition of any lot unless they have received written certification of this by the Seller. **5.** All statements expressed orally or in print is the opinion of the Auctioneer only. They are not to be taken as fact or warranty unless supported by written certification by the Seller. **6.** The Auctioneer may accept written instructions to bid on behalf of prospective Buyers. Any instructions accepted are at the risk of the prospective Buyer who will be deemed to have viewed the lot(s) & accepted the Auctioneer's Conditions of Sale.

The Auction: **1.** The highest bidder shall be the buyer of any lot. **2.** If a dispute arises as to the buyer of a lot, the Auctioneer has absolute right to settle the dispute or re-offer the lot. **3.** The Auctioneer has sole & absolute discretion to combine or divide any lot, to refuse any bid, to choose how regulate or advance the bidding, to cancel a sale or withdraw any lot without giving reason or notice. **4.** The Auctioneer may bid on any lot on behalf of the Seller subject to any reserve or the Auctioneer's discretion. **5.** All lots may be subject to a reserve price placed by the Seller. Only where there is no reserve price, has the vendor the right to bid personally or through the Auctioneer. **6.** All conditions, descriptions, notices, statements & other matters concerning any lot in the catalogue or elsewhere may be subject to statements modifying or affecting the lot may be made by the Auctioneer from the rostrum prior to accepting any bid. **7.** All lots, until sold, shall be at the Seller's risk until the fall of the hammer when the risk devolves to the Buyer. Title to all lots remains with the Seller or the Auctioneer as the Seller's agent until the buyer has made full payment. No lot can be removed from the auction until full payment is made. **8.** Every person attending the auction & viewing of the auction shall be deemed to be there at his or her own risk. Vehicles parked at the auction or properties brought into the auction are done so entirely at the owners risk. **9.** The Auctioneer reserves the right, at their discretion, to refuse bids from the floor, admission to or attendance at an auction without giving any reason.

Rescission: Notwithstanding any other terms of these Conditions, the Auctioneer must receive notice in writing within 14 days after the auction that in the Buyer's view the item is a deliberate forgery. The Buyer must return the item within 21 days of such notification in the same condition as sold at the time of the auction. The burden of proof will be on the Buyer to produce evidence & satisfy the Auctioneer that in the light of the description in the catalogue the lot is a deliberate forgery. The sale of the lot may then be rescinded & the purchase price refunded, but only with the sellers agreement. Shipping costs are only refundable at the Auctioneers discretion. Return shipping costs may not be refunded. On entering items for auction, the Seller of the lot agrees to be bound by this Condition & the Auctioneer's decision. Returns & refunds cannot be offered to online buyers for buyer disappointment upon their receipt of any purchase. The Auctioneer will make every effort to supply accurate reports, descriptions & information but it is the responsibility of the bidder to be satisfied with all information supplied on any lot before deciding to bid.

CONDITIONS OF SALE FOR SELLERS

The Seller warrants to the Auctioneer that: **1.** The Seller is the true owner of any lot or is authorised to sell the lot by the true owner. **2.** The Seller is able transfer title to any lot free from third party claims, liens or encumbrances. **3.** That all the Seller's entries described on the Auction Entry Form or Auction Advice are correct. **4.** That the Seller will indemnify the Auctioneer & the Buyer against any loss or damage suffered to them in consequence of any breach of this warranty by the Seller. **5.** That the Auctioneer may make announcements or publish information supplied by the Seller about any lot at their discretion & as they think fit. The Seller will indemnify the Auctioneer if any warranty made by the Auctioneer as a result of such announcements & information supplied by the Seller is proved to be false or incorrect. **6.** The seller shall be entitled to place a reserve on any lot prior to the auction. This must be given in writing & agreed with the Auctioneer. **7.** The seller may be liable for a charge to cover the Auctioneers expenses if withdrawing a lot once catalogued or offered for auction. **8.** The seller may be liable for a charge to cover the Auctioneer's expenses where any previously agreed reserve for any lot is raised by the Seller once catalogued or offered for auction without the agreement of the Auctioneer, if it is deemed by the Auctioneer to have become unattainable & as a result the lot is unsold. **9.** All goods delivered to the Auctioneer will be deemed as for sale by auction unless stated otherwise in writing. All goods will be accepted, catalogued & sold under the Auctioneers Conditions of Sale. Each Seller acknowledges they have accepted & agreed to be bound by the Auctioneers Conditions of Sale. **10.** The seller accepts the Auctioneer shall be entitled to sell unsold items that remain uncollected after 60 days to recoup any costs, storage expenses or to raise funds for donation to charity.

CONDITIONS OF SALE FOR BUYERS

1. Ample opportunity is given to Buyers to inspect all lots, request a condition report, request further information, additional images or other information before bidding or placing a commission bid. Prospective Buyers must satisfy themselves by inspection or written report as to the accuracy of any description & the condition, including but not restricted to, any damage, repairs or restoration of any lot. Refunds are not available if a condition report has not been requested & recorded for buyer disappointment or remorse upon receipt of any lot. **2.** All prospective Buyers must register their name & permanent address with the Auctioneer before bidding. The Auctioneer retains the right to re-offer any lot if the Buyer is not registered with the Auctioneer. **3.** The property included in any lot becomes the sole risk of the buyer at the fall of the hammer but the property will not pass to the buyer until payment is received for any lot(s) in full. **4.** The Buyer may not claim or remove any purchase until any lot has been paid for in full. A Buyer may be called upon to pay to the Auctioneer any proportion of the purchase price as the Auctioneer requires upon the purchase of any lot. The auctioneer retains the sole discretion to re-sell any lot where a Buyer has failed to pay for any lot. **5.** The Auctioneer accepts all commission bids at the bidder's risk. The Auctioneer accepts no liabilities for failure to execute any commission bid or secure any lot for the bidder. All bids will be executed as cheaply as possible as permitted by other bids or a Seller's reserve. **6.** All bids left by telephone & e-mail are at the bidder's risk & must be confirmed in writing. The Auctioneer's Conditions of Sale apply to all bids left via the telephone or e-mail & any bidder accepts this upon placing a bid. It is the bidder's responsibility to satisfy themselves as to the accuracy of description & condition of any lot before placing a telephone or e-mail bid by report from the Auctioneer or the Auctioneers representative. Prospective buyer's placing a bid by telephone or e-mail without obtaining a report on description & condition do so at their own risk. **7.** All telephone & email bidders will be required to register their payment card details with the Auctioneer before their bids will be accepted. These details are stored securely, deleted after every auction & will not be used without the consent of the buyer. **8.** Artists Re-Sale Rights: For paintings & other works of art a buyer in bidding accepts the levy that will be charged in accordance with the terms of the Act if & when it is applicable. **9.** All buyers pay the hammer price plus a buyer's premium of 15% of the hammer price as the Auctioneers commission. This commission is subject to VAT at 20%.

10. Live auctions. Bidding & buying via the Internet: These Auctioneer's Conditions of Sale also apply to all prospective online buyers registering to bid or leaving 'autobids' via the online bidding service *the-saleroom.com*. To bid online, prospective buyers must register at 'the-saleroom.com' by completing the bidder registration procedure of the-saleroom.com, unless alternative arrangements are agreed with the Auctioneer (Barbara Kirk Auctions). Any lots purchased via the-saleroom.com live auction service will be subject to an additional 4.95% commission charge + VAT on behalf of the-saleroom.com. The Auctioneer does provide ample public viewing days for all auctions. Potential buyers who cannot inspect any lot personally should ensure they seek a full condition report & obtain any other information they require, to be satisfied with the authenticity, condition or accuracy of the Auctioneer's description before bidding. (See 'Rescission' in 'General Terms & Conditions' above). The Auctioneer reserves the right to decline any registration to bid made via the-saleroom.com. Potential buyers should note that all lots are sold as second-hand with any faults or wear commensurate with age, use or manufacturing processes. All lots are the property of private sellers & the Auctioneer only acts as agent for the seller.

11. Shipping services: The Auctioneer offers an in-house packing service for items suitable for UK postal services with postage charged at cost plus a packing & materials fee. The Auctioneer retains the right to assess & decline to ship purchases deemed as unsuitable for postal shipping services due to fragility, high value, size or weight or large multiple lot purchases. It must be accepted by the buyer that the Auctioneer is not a professional packer but every effort is made to pack items safely & securely to an acceptable standard for transit using suitable materials. The Auctioneer cannot be held responsible & reserves the right to refuse a refund for: any claim for damage or loss in transit by the carrier; for any delay in delivery; any claim they consider false or dishonest; any costs for repair or replacement claims upon receipt. The buyer will be responsible for making any & all claims against the carrier. Other carriers recommended by the Auctioneer may not insure purchased lots in transit due to the nature of the lots sold by the Auctioneer & their own terms & conditions. It is recommended that buyers provide their own transit insurance. Other shipping & carrier services chosen by the buyer are used at the buyers risk & will be subject to the service providers own Terms & Conditions.