



# British Bespoke Auctions

## TERMS & CONDITIONS

***(April 2022 until further notice)***

British Bespoke Auctions, Coates House, Gretton Road, Winchcombe, Cheltenham, Gloucestershire, GL54 5EE

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**Please note** that British Bespoke Auctions continues to offer auctions via online platforms, commission bid or telephone bid: there is no bidding in the room.

### **Viewing:**

Please note that viewing is strictly by appointment only, with 30-minute slots allocated to each client. Should you need more time please be advised to book a double slot. Please list the lots you wish to view so that we can prepare them in advance.

Sadly, we are unable to facilitate viewing without a booking.

### **Collections:**

Please use our online booking system to reserve a collection time. British Bespoke Auctions operates from two locations; once we receive your email booking, we will advise you of the collection point. Once an item has been collected and left our premises British Bespoke Auctions are not responsible for any item, including for any damage, breakages – please satisfy yourself with the condition on collection.

Collection of lots must be made within 3 weeks of the sale date unless discussed with British Bespoke Auctions. If someone other than the purchaser is due to collect (for example a courier) we require written instruction to release the goods.

### **Postage & Packing:**

We offer an in-house postage & packing service dispatching to destinations worldwide, for which we are happy to provide quotations. Please be aware we will do our very best to expedite delivery but on occasion delays can occur due to the overload of the UK transport system. Bespoke Auctions reserves the right not to send items that we deem to be too fragile.

We use Royal Mail Special Delivery to send lots up to 2.2kg under £2,500 hammer price, over this weight and value we despatch by DHL, UKMail, and Interparcel unless stated otherwise. Postage is charged at cost price. The buyer accepts full responsibility for any damage or breakage in transit.

Our MINIMUM packing charge is £10.00, exclusive of postage charge at cost.

We reserve the right to decline postage or packing should we feel the item to be either too heavy, delicate, or valuable.



## **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.

(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 necessarily 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) Bespoke Auctions Online Sales are provided on the basis that you will place bids on your own behalf. In the event that Bespoke Auctions agrees to place a bid on your behalf in an Online Sale, we do so as an additional service without charge, and Bespoke Auctions accepts no responsibility, duty or liability whatsoever, whether for negligence or otherwise, in the placing or failure to place such bids.



(d) Lots offered for sale will vary in terms of age, type and condition, with potential faults, imperfections and repairs, and are offered for Sale "AS IS" in their condition as at the time of sale. Lot Descriptions reflect Bespoke Auctions' reasonable opinion within the terms on which they are provided; are provided for general reference; and do not purport to be and may not be taken as complete descriptions of the Lot. Lot Descriptions and Condition Reports may contain inaccuracies and typographical errors and we do not warrant the accuracy or completeness of the content or that any defects will be noted or corrected. Condition Reports represent our reasonable opinion (recognising that we are not restorers or conservators) and are intended to offer a general view as to the overall condition of the Lot, but may not cover all condition issues. Online images depend on connectivity and performance of computer equipment and may not accurately represent the Lot's colours and shades. Given the age of many Lots, they may have been damaged and/or repaired and you should not make any assumptions about the condition or any other aspect of a Lot. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you. It is your responsibility to take appropriate advice on and satisfy yourself as to the attributes of any Lot in which you are interested.

(e) With the exception of the forgery (see 14), Bespoke Auctions does not offer any warranty or guarantee for lot descriptions, condition reports, merchantability, fitness for a particular purpose, attribution, authenticity or provenance, and any implied warranties are excluded to the fullest extent permissible by law.

(f) Bespoke Auctions reserves the right, in our sole discretion, to correct any errors or omissions in any portion of the Online Sale and to make any changes to the features, functionality or content of the Online Sale at any time. Bespoke Auctions excludes liability whether in negligence or otherwise for any error or omission in any description of a lot or any estimate in respect of any lot or the contents of any condition report or otherwise, whether given orally or in writing and whether given before, during or after the sale. This disclaimer and exclusion do not affect your statutory rights as a Consumer.

(g) 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.

(h) 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.

(i) 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.

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

(k) Entry. We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person. In accordance with government policy covid guidelines are in place.



(l) 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).

(m) Special Jewellery Notices. Some lots are accompanied by gemmological 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 Bespoke Auctions, 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 Antique & Collectable Sales – 22% on the first £250,000 paid for each lot; 16% on the excess between £250,001 and £500,000; 13.5% on the excess between £500,001 and £1,000,000; 10% on the excess over £1,000,000; (ii) for Specialist Sales – 23% on the first £250,000 paid for each lot; 17% on the excess between £250,001 and £500,000; 13.5% 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* our own website [www.bespokeauctions.co.uk](http://www.bespokeauctions.co.uk) and *via* [www.the-saleroom.com](http://www.the-saleroom.com).

The charge for online bidding through [www.bespokeauctions.co.uk](http://www.bespokeauctions.co.uk) is ZERO PERCENT for until 1<sup>st</sup> March 2022. This excludes Timed Sales and Specialist Sales which have a 3% online premium charge.

Please note that the Buyer's Premium still applies.

In order to bid in an Online Sale, you must be at least 18 years of age and you must register to bid online. Please allow us sufficient time to complete our pre-registration checks, and in any event, you must be registered at least one working day prior to the start of any Online Sale or you may not be able to bid online in that Sale. In completing the bidder registration, the buyer agrees to Bespoke Auctions Ltd.'s payment terms. Bespoke Auctions Ltd does not hold card details left on record with [www.the-saleroom.com](http://www.the-saleroom.com). Please note that any lots purchased via [www.the-saleroom.com](http://www.the-saleroom.com) will be subject to an additional 4.95% commission plus VAT at the rate imposed on the hammer price. Bespoke Auctions will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.



**5.** 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.

**6. 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.

**7. Payment.** It is of critical importance that you ensure that you have readily available funds to pay the Purchase Price and the Buyer's Premium (plus VAT and any other charges and Expenses to us) in full before making a bid for the Lot. Bespoke Auctions Ltd accept payments by UK bank transfer, cash and debit cards without charge; a £10 fee applies to 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. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bespoke Auctions Reserves the right to vary the terms of payment at any time. Bespoke Auctions' preferred payment method is by bank transfer. You may electronically transfer funds to our Bank Account. If you do so, please quote your online paddle number (referenced on your invoice). Our Bank Account details are as follows: Bank – Lloyds Bank plc; Address – Montpellier, Cheltenham, Glos; Account Name – Bespoke Auctions Ltd; Sort Code – 30-95-72; Account Number – 29084568; IBAN – GB28 LOYD 3095 7229 0845 68; BIC/SWIFT – LOYD GB21 108. If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice. 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.

**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. Post & Packaging.** 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. Bespoke Auctions reserves the right to decline packing goods that they believe to be too fragile to pack in-house, and specifically do not undertake to send glass items or glazed pictures.



**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 (*e.g.*, by telephone) are accepted at the sender's risk and must be confirmed either in writing or by telephone. Telephone bidding is subject to a minimum bid of £150. There is an additional fee of £10.00 for International Calls.

**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/her 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 are 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 Bespoke 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, charges 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. (i) The Seller's Commission is set on the hammer price as follows – 15% commission on the first £5,000 realized by any lot, 12.5% on the next £15,000, and 10% on any amount above that. (ii) Listing (to include cataloguing, photography & social media) – £6.00 for items with an auction estimate up to £1000, £10.00 for items over £1000, £20.00 over £2,500 and £20.00 for large pieces of furniture, plus VAT (iii) Transport – £65.00 per hour. (iv) Loss or Waiver charge – 1.5% on all sales, with a minimum of £1.50 plus VAT per lot.

**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-eight working days after the sale by cheque or Bank Transfer, 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 of £10.00 plus VAT 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 is accepted for sale only if bearing manufacturer's labels complying with current regulations.

***Bespoke Auctions Ltd – April 2022***