



CONDITIONS OF BUSINESS

INFORMATION FOR BUYERS

Viewing:

Entrance to the auction is by purchase of a sales catalogue.

All viewers and auction attendees will be required to show Photo ID to security staff present. We regret that clients arriving without Photo ID will not be permitted to enter the viewing and sales area. Thank you for your understanding and co-operation.

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. Collections will commence on Monday 20th November unless by prior arrangement.

Collection of lots must be made within 10 days 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.

Storage Charges

Any purchased lots that have not been collected within the 10 days from the date of the auction will be subject to handling and storage charges at the following rates:

Small items, for example jewellery will incur a handling fee of £10 per lot, plus storage charges at £2 per lot per day.

Medium items, for example paintings and small items of furniture, will incur a handling fee of £15, plus storage charges of £4.00 per lot per day.

Large items, such as large pieces of furniture will incur a handling fee of £25 per lot, plus storage charges of £10 per day.

Postage & Packing:

We offer an in-house postage & packing service dispatching to destinations worldwide, for which we are happy to provide quotations. We will refer you to specialist courier service should we deem the item too fragile or valuable.

The buyer accepts full responsibility for any damage or breakage in transit.

Anti-Money Laundering:

Bespoke Auctions has an AML Policy and Procedure in place to prevent money laundering.

An MLRO is trained to look for unusual transactions, and to take the necessary steps to check and verify our clients. Please note that you may be required to provide two forms of ID in order that we are compliant with Money Laundering Regulations.



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 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 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 house or on the-saleroom.com 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.



(l) Endangered Species Laws. In accordance with international laws, any item on the Endangered Species List (e.g., ivory, rhino horn, rosewood etc), of whatever date, now requires CITES certificates. Some countries also require export and 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.

(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, and 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: 24% plus VAT on the first £200,000 of the hammer price; 18% plus VAT on the excess between £200,001 up to £1,000,000 of the hammer price.

4. Live Internet Bidding. Bespoke Auctions Ltd offer an on-line service *via* our own website www.bespokeauctions.co.uk and *via* www.the-saleroom.com.

The charge for online bidding through www.bespokeauctions.co.uk is 3% (plus VAT); this includes Timed Sales and Specialist Sales. Buyer's Premium is also applicable.

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. Please note that any lots purchased via 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 (up to £9000) 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 over the phone but are able to send a payment link upon request. We do not take 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:

Lloyds Bank plc, Montpellier, Cheltenham, Gloucestershire.

Account Name: Bespoke Auctions Ltd

Sort Code: 30-95-72

Account Nr: 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, with 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 20% per annum upon the price of any Lot which has not been paid for within 30 days 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 on the original Buyer.

15. ARR. Please note some art works may be subject to ARR (Artists Resale Rights).