



## **BARBARA KIRK AUCTIONS. CONDITIONS OF SALE & TERMS OF BUSINESS**

All business with Sellers & Buyers will be subject to the Conditions & Terms below.  
Barbara Kirk represents 'Barbara Kirk Auctions' & in these Conditions is called 'the Auctioneer'.

### **GENERAL CONDITIONS...**

1. The Auctioneer sells as an agent for the seller only. The parties to the contract of sale are the Seller & the Buyer. The Auctioneer as such is not responsible for any default by the Seller or the Buyer.
2. 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. The Auctioneer cannot accept responsibility for the authenticity, attribution, genuineness, date or condition of any lot from the seller unless they have received written certification of this by the Seller. 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.

### **SELLING CONDITIONS...**

1. The Seller warrants to the Auctioneer & the Buyer that they are the true owner of any lot or is authorised to sell the lot by the true owner & is able transfer title to any lot free from third party claims, liens or encumbrances to the Buyer & that all the Seller's entries described on the Auction Entry Form or Auction Advice are correct.
2. 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.
3. 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.
4. 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.
5. The seller may be liable for a charge to cover the Auctioneers expenses if withdrawing a lot once catalogued & offered for auction, also where any previously agreed reserve for any lot is raised by the Seller once catalogued without the agreement of the Auctioneer if it is deemed by to have become unattainable & as a result the lot is unsold.
6. The Auctioneer may bid on any lot on behalf of the Seller subject to any reserve or the Auctioneer's discretion. All lots may be subject to a reserve price placed by the Seller. Only where there is no reserve price, has the Seller the right to bid personally or through the Auctioneer.
7. 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 & Terms of Business. Each Seller acknowledges they have accepted & agreed to be bounded by the Auctioneers Conditions of Sale.

### **BUYING CONDITIONS...**

1. Buyers pay the hammer price plus a buyer's premium of 15% of the hammer price as the Auctioneers commission. The commission is subject to 20% VAT
2. The highest bidder shall be the buyer of any lot. 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. Bidding in the saleroom takes precedence over online bidding. Where the same amount is left as a commission bid, the bid placed first takes precedence.
3. Each lot or combined lots will be sold by the Auctioneer with all faults, any imperfections & errors of description. The absence of condition faults in a lot description does not imply the lot is perfect. All lots are sold as used/previously owned & may have fault inherent with age, use or the manufacturing process. The Auctioneer makes every effort to ensure the description of every lot is accurate.
4. Ample opportunity is given to Buyers to inspect all lots in person, request a condition report or obtain further information, additional images or other information before bidding or placing a commission bid. It is the bidder's responsibility to satisfy themselves as to the accuracy of description & condition of any lot before placing an online bid, by telephone or e-mail bid from the Auctioneer or the Auctioneers representative. Any measurements or weights may be approximate & images should not be relied on for colour accuracy or condition, both are for information & guidance
5. The buyer will be deemed to have viewed the lot(s) personally or be recorded as have obtained a condition report before bidding & accepted the Auctioneer's Conditions of Sale. Prospective buyer's placing a bid online, by telephone or e-mail without obtaining a report on description & condition do so at their own risk
6. The Auctioneer may accept written instructions to bid by commission on behalf of prospective Buyers who cannot attend an auction or bid live online. Any instructions accepted are at the risk of the prospective Buyer. 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.
7. The Auctioneer has sole & absolute discretion to combine or divide any lot during an auction, to refuse any bid, to choose how to regulate or advance the bidding, to cancel a sale or withdraw any lot without giving reason or notice. The condition, description & other matters concerning any lot in the catalogue may be subject to statements modifying or affecting the lot may be made by the Auctioneer from the rostrum prior to offering the lot & accepting any bid.
8. All lots, until sold, are 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. The Auctioneer retains the sole discretion to re-sell any lot where a Buyer has failed to pay for any lot.
9. 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.
10. 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. All attending 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 has not registered with the Auctioneer. 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 owner's risk.
11. Artists Re-Sale Rights may be payable for paintings & other works of art by the Buyer & in bidding accepts the levy that will be charged in accordance with the terms of the Act if & when it is applicable.

**BIDDING & BUYING LIVE VIA THE INTERNET...** The above Buyer Conditions of Sale & Terms of Business also apply to all prospective online buyers registering to bid or leaving 'autobids' via the online bidding service the-saleroom.com

1. Any lots purchased via the-saleroom.com live auction service will be subject to an additional 4.95% commission charge by thesaleroom.com This charge will be added to the Buyers invoice
2. By registering to bid live online with the-saleroom.com the bidder enters a lawfully bonding contract to pay for & collect any purchase. All defaulting bidders are reported to the-saleroom.com & may be banned from bidding. We block & leave feedback for all defaulting buyers. New registrants who have not bid with us before may be temporarily declined whilst we contact them for assurances.
3. Bidders are asked not to telephone our saleroom to complain of any loss of Internet connection, audio etc. during an auction as it may be beyond the control of the Auctioneer. Complaints about the online bidding service should be directed to the-saleroom.com..

### **RESCISSION...**

1. 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. 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. Returns & refunds cannot be offered to online buyers for buyer disappointment if they are not recorded as requesting a condition report on any lot. 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.

**SHIPPING...** All shipping services provided, used or recommended by the Auctioneer are used at the buyers own risk. All shipping services used by the Auctioneer are subject to the service providers own Terms & Condition in relation to loss, damage & insurance. The Auctioneer retains the right to decline to ship purchases deemed by the Auctioneer unsuitable for in-house shipping services due to fragility, high value, size or weight. Every effort is made to pack items safely & securely, but it must be accepted that the Auctioneer is not a professional packer so cannot be held responsible for or making any claim for damage or loss caused in transit. The Auctioneer reserves the right to refuse any claim for loss or damage in transit they consider false or dishonest.