



CONDITIONS OF SALE & TERMS OF BUSINESS

'Barbara Kirk Auctions' act solely as agent for all sellers & as auctioneer for all auctions. In these Conditions & Terms Barbara Kirk 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 agent, 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 previously owned with any inherent signs of age & use. 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, these instructions are at the risk of the prospective Buyer who will be deemed to have viewed the lot(s) & accepted the Auctioneer's Conditions.

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. 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. 8. 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. 9. All persons attending the auction & viewing the auction shall be deemed to be there their own risk. Vehicles parked at the auction or properties brought into the auction are done so entirely at the owner's risk. 10. The Auctioneer reserves the right, at their discretion, to refuse bids in the room, admission to or attendance at an auction without giving a reason.

CONDITIONS OF SALE FOR SELLERS

The Seller warrants to the Auctioneer & the Buyer 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, charges 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. 6. That 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. 7. 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. 8. The seller may be liable for a charge to cover the Auctioneer's expenses if withdrawing a lot once catalogued or offered for auction. 9. 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 if it is deemed by the Auctioneer to have become unattainable & as a result the lot is unsold. 10. 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 Auctioneer's Conditions of Sale & Terms of Business. Each Seller acknowledges they have accepted & agreed to be bounded by the Auctioneer's Conditions of Sale upon signing the Auction Entry Form. The Seller will be informed of any unsold lots & offered advice on disposal. Any lots advised as to be collected by the Seller, may incur a storage charge if not collected. Long-term uncollected lots may be sold to recoup any expenses incurred after informing the Seller.

CONDITIONS OF SALE FOR BUYERS

1. Ample opportunity is given to Buyers to inspect all lots, request a condition report, further information, additional images or other information before bidding or placing a commission bid. 2. 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. 3. 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. 4. 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. 5. The Buyer may not claim or remove any purchase until any lot has been paid for in full. The Auctioneer retains the sole discretion to re-sell any lot where a Buyer has failed to pay for any lot. 6. 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. All bids left by telephone & received by e-mail are at the bidder's risk & the Auctioneer cannot be held responsible to being unable to secure any lot. 8. The Auctioneer's Conditions of Sale & Terms of Business apply to all bids left by telephone or received by e-mail & any bidder is deemed to have agreed to this upon placing a bid. 9. 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 Auctioneer's 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. 10. All telephone & email bidders will be required temporarily 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. 11. For paintings & other works of art, a buyer in bidding accepts the Artists Re-Sale Rights levy that may be charged in accordance with the terms of the Act if & when it is applicable. 12. All buyers pay the hammer price plus a buyer's premium of 15% of the hammer price as the Auctioneer's commission. This commission is subject to VAT at 20%.

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 at the time of the auction. 2. 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. 3. The sale of the lot may then be rescinded & the purchase price refunded, but only with the seller's agreement. 4. Return shipping costs are only refundable at the Auctioneer's discretion. 5. Returns & refunds cannot be offered to online buyers for buyer disappointment upon their receipt of any purchase. 6. The Auctioneer will make every effort to supply accurate condition 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. 7. It will be the responsibility of the Buyer to make any claim for loss or damage during transit from the carrier, not the Auctioneer.

BIDDING & BUYING THROUGH ONLINE AUCTIONS

By bidding online via *the-saleroom.com* any buyer agrees to pay for & collect any lot purchased. 1. The Auctioneer's Conditions of Sale & Terms of Business also apply to all prospective online buyers registering to bid or leaving 'autobids' via the online bidding service operated by *the-saleroom.com*. To bid online, prospective buyers must register with *the-saleroom.com* by completing their bidder registration procedure. 2. 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* for their services & added to the buyer's invoice. 3. The Auctioneer does provide ample viewing days for all auctions, but potential buyers who cannot inspect any lot personally, should ensure they seek a full condition report, obtain any other information required, to be satisfied with the condition, authenticity of any lot & accuracy of the Auctioneer's description before bidding. (See 'Rescission' in 'General Terms & Conditions' above). 4. The Auctioneer reserves the right to decline any registration to bid made via *the-saleroom.com*. 5. 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 the seller & the Auctioneer only acts as agent for the seller.

SHIPPING SERVICES:

1. All shipping services provided or recommended by the Auctioneer are used at the buyers own risk. 2. All shipping services used by the Auctioneer are subject to the service providers own Terms & Condition in relation to loss, damage & insurance. The services & carriers used 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. 3. 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. 4. Every effort is made to pack items safely & securely to an acceptable standard for transit using suitable materials, 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 by the carrier. 5. The Auctioneer reserves the right to refuse any refund for loss or damage in transit they consider false or dishonest or faults when a condition report has not been recorded as requested. .