

# Terms and Conditions for Buying at Auction from August 2017

EVERY PERSON BIDDING BY ANY MEANS AT THE SALE SHALL BE DEEMED TO BE FULLY AWARE AND IN ACCEPTANCE OF THE FOLLOWING CONDITIONS.

The Auctioneers reserve the right of bidding for, withdrawing, consolidating or dividing any lots, or varying the order of sale.

1. **The highest accepted Bidder**, subject to the Vendor's reserve (if any) to be the purchaser. If any dispute should arise between 2 or more bidders, the lot in dispute to be immediately re-offered and re-sold, the Auctioneers to be sole arbitrator in all matters of dispute.
2. **Bidding**. All prospective purchasers, whether bidding in person, online, by proxy or by absentee/commission bid, are required to provide full contact details, (names, telephone number, address and postcode) prior to bidding and it is the prospective purchasers duty to contact the Auctioneers to ascertain if they were successful or not. All lots lie at the Purchaser's risk immediately they are sold.
3. **No person** to advance less than a sum named by the Auctioneer. No bidding to be retracted
4. **Absentee bidders**. The Auctioneers will be pleased to bid on a third party's behalf and will buy at the lowest price possible having regard for other bids from the floor and Reserve Prices, if any. The Auctioneers reserve the right to bid one more than the maximum bid shown, being not more than 10% of the selling price, if the bidding shall so fall. Please ensure that bids are submitted at least 2 hours before the start of the auction. We cannot guarantee that bids received after this time period will be processed.
5. **Live bidders**. With the definition of 'live bidder' meaning anyone communicating their bids to Garth Denham and Associates Ltd via our live bidding server. Acceptance and rejection of online bids is at the discretion of the live bidding clerk and auctioneer. It is the live bidders responsibility to manage the safety of their security credentials when accessing the bidding interface and the reliability of their computer hardware and software whilst using it. Any bid received via our online interface is as binding as those received in person and no accommodation will be made for claims of accidental, unintentional or phantom bids.
6. **Withdrawn Bids**. The Auctioneer must be notified of withdrawn bids no later than 9.30am on the day of the auction.
7. **The Auctioneers act as agents only**. Each lot as set out in the catalogue (or as divided or joined at the time of sale) is sold with all faults and imperfections and neither the Vendor nor the Auctioneers are responsible for the condition or quality of any lot. All statements given within catalogue descriptions are not to be taken as, or as implying, statements or representations of fact. Purchasers are deemed to have satisfied themselves by personally inspecting or otherwise as to all such matters and as to the physical description of any lot. Neither the vendors nor the Auctioneers nor any person in the employment of the Auctioneers have any authority to make or give any representation or warranty as to the foregoing. Any "Condition Reports" are given as a matter of personal opinion only and as such form no part of any representation or warranty.
8. **Catalogue descriptions**. If, whilst cataloguing the Auctioneers notice substantial and obvious faults, the symbol denoting that fault will be included within the catalogue description i.e. (f) faults, (b) beetle, (w) worm or (r) restoration. This must not be construed that any lots not so marked are without faults and prospective purchasers must satisfy themselves as to the true condition. Descriptions in inverted commas i.e. "silver" and "Mahogany" indicate only a likeness and are not subject to our Guarantee. All sizes are approximate. The internationally accepted system for indicating authenticity is used for cataloguing pictures applies. If in doubt please enquire further.
9. **Denham's Guarantee**. Every item offered for sale has been carefully identified by the Auctioneers and the catalogue description represents our unbiased opinion as to the true description of that lot. Subject to any amendments made from the time the catalogue is published and any amendments made at the time of sale, the Auctioneers, on behalf of the vendors, will undertake to reimburse in full, the purchase price including the premium of any lot that can be shown by the purchaser to be incorrectly described as to material, age or attribution; (that is to say place of manufacture, period, style, artist etc) so as to substantially affect the value of the article, provided that it is returned to the auctioneers within 5 days of the date of the sale, in the same condition as at the time of the sale.
10. **Payment**. All lots must be paid for within 3 working days following the sale and are subject to a Buyer's Premium of 20% ( antique auctions ) or 25% ( vintage and interiors auctions ) + VAT, payable on the Hammer Price. Payment is accepted by cash, debit card or bank transfer. All goods must be paid for in full, prior to being cleared. In accordance with The Artist's Resale Right Regulations 2006, any royalties due to heirs or beneficiaries from the sale of qualifying artworks will be paid by the buyer. The fee set out in the regulations will be paid to us then passed on to the appropriate body. Invoices remaining unpaid after three working days after the auction will be subject to an additional 2% Buyer's Premium recurring weekly.

11. **Clearing.** No clearing is allowed whilst the sale is in progress (subject to the Auctioneers discretion on small, single item lots). Clearing may also take place on the Thursday and Friday following the sale between 9am and 5pm and Saturday morning following the sale 9am - 12 noon. Lots remaining uncollected after three working days of the auction will incur a £10 per lot storage fee recurring weekly. Should the fees exceed the invoice amount the purchases will be reoffered at auction to recover said fees.
12. **In cases where part of a lot is removed** by a Purchaser and a part left at the sale room, the Auctioneers reserve the right to dispose of the goods after 3 working days following the sale, without further reference to the Purchaser.
13. **Attendance and/or bidding at the sale** shall be deemed to indicate full and irrevocable acceptance of the above conditions and any other conditions printed, displayed by notice in the Auction Galleries or expressed verbally before, during or at the time of sale.
14. **Shipping of Goods.** The Purchaser is solely responsible for, and must arrange, the shipping of any items purchased. With regard to smaller items ( provided we regard it suitable ), the Auctioneers can arrange Postage and Packing, the charge for which will be added to the Invoice Total.