

# **Stevens Auctioneers**

## **Terms and Conditions of Sale - Buyers**

### **1. STATEMENT**

- a. All sales are conducted subject to THE AUCTIONEER'S Terms for Buyers and Conditions of Sale which can be viewed on the website [www.stevensauctioneers.com](http://www.stevensauctioneers.com). A condensed version can be found on the 'Auction Info' section of the online bidding platform.. The Buyer agrees to be bound by the Terms for Buyers and the Conditions of Sale, and acknowledges that the Vendor is to be bound by the Terms and Conditions of Sale for Vendors.

### **2. DEFINITIONS**

- a. "Buyer" means the person who makes the successful online bid. "Auctioneer" means THE AUCTIONEER.

### **3. AGENCY**

- a. THE AUCTIONEER usually contract as agents for the Vendor, therefore the Buyer's primary contract is with the Vendor. For reasons of confidentiality the identity of the Vendor is not normally disclosed.

### **4. BUYER'S PREMIUM**

- a. For Timed sales, a Buyer's premium of 24.32% (Including VAT) is payable on the hammer price of each lot with a minimum premium of £2.00 per lot. (Note: At this time, Stevens Auctioneers does not charge VAT on it's own 20% Buyers Premium, the total Buyer's Premium of 24.32% includes the VAT charged on the 3.6% Buyer's premium charged by the online bidding platform).

### **5. RESERVES**

- a. All bids shall be offers made upon the Terms for Buyers and Conditions of Sale. Certain lots in all sales may be subject to reserve prices set by the Vendor.

### **6. BIDDER REGISTRATION AND IDENTIFICATION**

- a. Anyone intending to bid is required, before the commencement of the sale, to register through the online bidding platform and to note any additional charges made by the platform to actively bid. Invoices will be issued to the registered name and address and the bidding reference supplied.

### **7. ESTIMATES**

- a. Estimates are intended for guidance only. The lower estimate may represent the reserve price and will not be below it. Estimates do not include the Buyer's Premium. Estimates may be altered by announcement before the sale. This clause shall apply to estimates printed in the online auction catalogues or published on THE AUCTIONEER' website (or on any website in which our catalogue is published), or supplied verbally by THE AUCTIONEER.

### **8. ARTIST'S RESALE RIGHT ("DROIT DE SUITE")**

- a. If a Lot is affected by this right it will be identified with the symbol "^^" next to the lot number.
- b. The Buyer agrees to pay THE AUCTIONEER an amount equal to the resale royalty and THE AUCTIONEER will pay such amount to the artist's collecting agent.
- c. The amount is calculated as follows:
- d. Royalty for the portion of the Hammer Price (in Euros):
  - i. 4.00% up to 50,000
  - ii. 3.00% between 50,000.1 and 200,000
  - iii. 1.00% between 200,000.1 and 350,000
  - iv. 0.50% between 350,000.01 and 500,000
  - v. 0.25% in excess of 500,000
- e. Invoices will be issued in Pounds Sterling. For the purposes of calculating the resale royalty the Pounds Sterling/Euro rate of exchange will be the European Central Bank reference rate on the day of the sale.
- f. Buyers should make themselves familiar with the specifications of A.R.R prior to the sale.

### **9. CATALOGUE DESCRIPTIONS AND CONDITION**

- a. All statements in the online catalogues, advertisements and brochures, and any verbal statements made by THE AUCTIONEER, are statements of opinion only, and neither THE AUCTIONEER or the Vendor accept any liability for the correctness of such opinions. (Please see following clause concerning deliberate forgeries)
- b. The online catalogue descriptions (or any statements in advertisements, brochures and online) will not necessarily reveal ALL damage, repairs or imperfections; therefore it is strongly recommended that the buyer should ask direct questions and/or view more extensive photographs supplied on [www.stevensauctioneers.com](http://www.stevensauctioneers.com) or verbally from THE AUCTIONEERS prior to bidding. The absence of any reference to condition in the lot description does not imply that the lot is in good condition or free from damage or in working order. The buyer is reminded that this is an auction and in the vast majority of instances, the items sold are secondhand and will have suffered some form of wear through age. All lots are sold as found whether or not they are described 'as found' or 'A/F' in the catalogue description.
- c. By making a bid the Buyer acknowledges his or her satisfaction with the condition and contents of the lot. Neither THE AUCTIONEER nor the Vendor accepts any responsibility for the condition of any Lot.

#### **10. VIRTUAL CONDITION REPORTS BOOKING**

- a. If it is not possible to view any lot in person prior to the sale, a virtual appreciation through video calling may be possible through a booked appointment system – please contact THE AUCTIONEER to arrange.

#### **11. FORGERIES**

- a. Notwithstanding the above, any Lot which proves to be a deliberate forgery (as defined below) may be returned to THE AUCTIONEER by the Buyer within 14 days of the auction; provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description and a written statement of defects.
- b. If THE AUCTIONEER is satisfied from the evidence presented that the Lot is a deliberate forgery, a refund will be made to the Buyer for the Lot including any buyer's premium. But such refund will not be made and the Buyer shall have no rights under this condition if (1) the catalogue description reflected the accepted view of experts as at the date of the sale or (2) the Buyer is not able to transfer a good and marketable title back to the Vendor via THE AUCTIONEER. The right of return provided by this condition is additional to any right or remedy provided by law or by these Terms for Buyers and Conditions of Sale.
- c. "Deliberate forgery" means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source but which is unequivocally described in the catalogue as being the work of a particular creator and which at the date of the sale had a value materially less than it would have had if it had been in accordance with the description.

#### **12. EXPORT**

- a. The export of any lot from the UK or import into any other country may be subject to one or more export or import licenses being granted. It is the responsibility of the Buyer to obtain any relevant export or import licence. The denial of any licence required or delay in obtaining such licence cannot justify the cancellation of the sale or any delay in making payment of the total amount due. Buyers intending to export goods should ascertain (a) whether an export licence is required and (b) whether there is any specific prohibition on importing goods of that character because they may contain prohibited materials.

#### **13. THE AUCTION PROCESS AND BIDDING INCREMENTS**

- a. The bidding increments will be regulated at the sole discretion of the Auctioneer and the online bidding platform. All bids shall be offers made upon the Terms for Buyers and Conditions of Sale. Only bids in whole pounds shall be accepted.
- b. The minimum bid accepted on any lot will normally be £5.00 unless a higher starting bid amount is shown.
- c. The maker of the highest bid accepted by the auctioneer conducting the sale shall be the buyer at the hammer price achieved and any dispute about a bid shall be settled at the auctioneer's absolute discretion. No lot will be re-offered for sale during the same auction.
- d. In the event of any dispute, the auctioneer's decision shall be binding and final.
- e. Once made, no bid may be withdrawn
- f. In the case of lots where the Vendor has placed a reserve, the online bidding program will automatically advise that the bid made needs to be increased. Similarly, where a bidder has placed a high bid under the 'Autobid' process, a similar message will be received to say that a

bid remains unsuccessful against that higher bid.

- g. The Auctioneer reserves the right to accept or refuse any bid after the sale without supplying a reason.
- h. Bidders shall be deemed to act as principals.

#### 14. COMMISSION BIDS

- a. Commission bids cannot be left with THE AUCTIONEER as all bidding will be through the online auction platform. If the Bidder is unable to monitor the bidding for the lots required, there is an option to place an 'Autobid' at their bidding limit which will act in a similar fashion to any commission bid left.
- b. Any person making an Autobid agrees to be bound by the Terms for Buyers and Conditions of Sale.

#### 15. PAYMENT AND COLLECTION/DELIVERY

- a. The Buyer is required to pay in full the purchase price plus stated premium after the receipt of the invoice by bank transfer to the account details shown. PLEASE NOTE: NO PAYMENTS CAN BE COLLECTED IN CASH OR MADE BY CARD/CHEQUE ON THE DESIGNATED COLLECTION DAY. ALL PAYMENTS MUST BE MADE BY BANK TRANSFER AND A RECEIPT ISSUED TO ENABLE LOTS TO BE COLLECTED.
- b. Legal title shall not pass to the Buyer of any lot until paid for in full in cleared funds, but each lot will immediately, on the fall of the hammer, be and remain in every respect at the risk of the Buyer.
- c. Lots purchased online and not to be shipped to the buyer can be collected on the designated delivery day from the address and location given in the 'Auction Info' between 9.00 and 17.00 through the booked collection appointment system. Buyers arriving without having booked a specific slot for collection may be asked to wait until a slot becomes free. All lots purchased by the same buyer will be boxed, identified and stacked ready for collection.
- d. Buyers should come prepared with a suitable wheeled trolley or sack truck to aid carriage to their vehicle as it may not be possible to pull up directly outside. Social distancing and the wearing of masks will be mandatory during any public health emergency. As a result, It will not be possible to aid buyers in the carriage of purchased lots to their vehicles.
- e. Where the lot is large and has not been stored by THE AUCTIONEER, this will be stated in the lot description. Upon purchase and payment, the Buyer will be given the address of the location where the item can be collected. In some cases, this will be a private address and all collections must be under the full expectations and requirements of Covid regulations including wearing masks, maintaining two metres and using hand sanitizer before and after collection. Buyers must be respectful and careful whilst on or in private premises to collect all purchased large lots.
- f. Storage charges shall apply in addition to any other published charges due on any lot not collected and not selected for shipping on the designated collection day. The storage charges shall be at a rate depending on the size of the Lot(s) and shall not be less than £10 per week or part of per Lot.
- g. If any Lot is not paid for within two days of the end of the auction, or if there is any other breach of these Conditions, THE AUCTIONEER as agent for the Vendor may elect:-
  - i. To issue a final demand for payment and if still not settled, to proceed against the Buyer for damages for breach of contract;
  - ii. To rescind the sale of that Lot and/or any other Lots sold by us to the Buyer;
  - iii. To resell the Lot (by auction or private treaty) in which case the Buyer shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs). Any surplus so arising shall belong to the Vendor;
  - iv. To remove, store and insure the Lot at the Buyer's expense and, in the case of storage, either at our premises or elsewhere;
  - v. To charge interest at a rate not exceeding 2% per month on the total amount due to the extent that it remains unpaid for more than three working days after a sale;
  - vi. To retain that or any other Lot sold to the Buyer until the Buyer pays the total amount due;
  - vii. To reject or ignore bids from the Buyer or his agent at future auctions or to impose conditions before any such bids shall be accepted.
  - viii. To apply any proceeds of sale of other Lots due or in future becoming due to the Buyer towards the settlement of the total amount due and to exercise a lien (that is a right to retain possession of) on any of your property in our possession until the debt

due is satisfied. THE AUCTIONEER shall, as agent for the Vendor and on its own behalf pursue these rights and remedies only so far as is reasonable to make appropriate recovery in respect of breach of these conditions

## 16. SHIPPING

- Please note that not all lots, especially those weighing in excess of 5kg, will be possible to ship and MUST be collected. These lots will be noted accordingly in the lot description shown.
- All lots shown in the catalogue will include a reference letter to show the shipping charges to be paid in addition to the Hammer Price and Buyers Premium to allow for shipping to be completed.
- All shipping is via Royal Mail and the reference letter shown will relate to the table of shipping charges stated on the 'Auction Info' and on THE AUCTIONEERS website, [www.stevensauctioneers.com](http://www.stevensauctioneers.com). For clarity, the shipping charges are stated as follows:

### United Kingdom

Band	Max Weight	Compensation			
		£50.00	£50.00	£100.00	£200.00
		Signed 2 <sup>nd</sup> L. Letter	Signed 2 <sup>nd</sup> Parcel	Express 24	Express AM
A	250g	£3.50	n/a	n/a	n/a
B	500g	£4.00	n/a	n/a	n/a
C	750g	£5.00	n/a	n/a	n/a
D	1kg	n/a	n/a	n/a	n/a
E	2kg	n/a	£7.00	£18.00	£22.00
Q	5kg	n/a	£12.00	£20.00	£23.00

### Royal Mail International Tracked

Band	-	Compensation*			
		£50.00	£50.00	£50.00	£50.00
		Package	Europe	Rest of World**	Australia/NZ/Singapore
A	250g	£11.00	£14.00	£16.00	£17.00
B	500g	£13.00	£18.00	£20.00	£23.00
C	750g	£15.00	£20.00	£22.00	£25.00
D	1kg	£16.00	£23.00	£26.00	£28.00
E	2kg	£17.00	£27.00	£32.00	£36.00
F	2.25kg	£19.00	£30.00	£35.00	£39.00
G	2.5kg	£21.00	£32.00	£38.00	£41.00
H	2.75kg	£23.00	£35.00	£40.00	£45.00
I	3kg	£25.00	£38.00	£43.00	£47.00
J	3.25kg	£27.00	£40.00	£45.00	£49.00
K	3.5kg	£29.00	£43.00	£48.00	£52.00
L	3.75kg	£31.00	£45.00	£52.00	£55.00
M	4kg	£33.00	£48.00	£54.00	£58.00
N	4.25kg	£35.00	£50.00	£56.00	£61.00
O	4.5kg	£37.00	£53.00	£60.00	£63.00
P	4.75kg	£39.00	£55.00	£62.00	£66.00
Q	5kg (Max)	£41.00	£58.00	£65.00	£69.00

Notes:	**Max weight to Canada = 2Kg per parcel
	*Extra compensation up to £250 - add £2.50 to each price band

- i.
- d. Due to weight limitations to shipping, it may not be possible to include multiple purchases in one package, particularly to overseas locations. In that event, more than one package will be required and quoted for accordingly.
- e. As the shipping charge bands are based on size and weight of the parcel, multiple lots can be amalgamated into one parcel where possible to minimise overall cost.
- f. Bespoke shipping charges can be given upon request assuming overall bidding success but these may be subject to change based on the actual result of the auction. Approximate weight in grams is given within the lot description to aid calculation.
- g. All packages will be well packed for protection and all insurance is based on the published shipping band details. Any additional insurance required should be arranged with THE AUCTIONEER upon payment of the invoice.
- h. All shipping will be on the basis of a signature being required to confirm successful delivery. On that basis, NO LIABILITY will be accepted on behalf of THE AUCTIONEER in the event of non-delivery where it can be seen that all correct processes were completed during the shipping process. It remains the responsibility of the Buyer to ensure that they are able to receive all shipped parcels accordingly.
- i. Confirmation of dispatch will be sent to the Buyer.
- j. Shipping will only be conducted using the address registered on the online auction platform.
- k. For all UK addresses, please allow up to 21 days from the date of full payment for the lots to be received. For all overseas Buyers, please allow the published potential time for delivery to elapse as quoted.

#### 17. PRIVATE DELIVERY

- a. A private delivery service may be available on a defined booked date and time (assuming Covid rules permit). This service is only available up to a 50-mile land radius of Great Torrington and the fee is based on the distance involved.
- b. Only one fee is required to deliver multiple lot purchases to the same address.
- c. In the event that a delivery cannot be made due to the Buyer not being present at the designated time on the agreed day, the delivery charge is still made and the Buyer must make alternative arrangements to collect the lots with the agreement of THE AUCTIONEER.
- d. Please allow up to 28 days from the date of payment for delivery.
- e. Delivery should be requested prior to paying the invoice so that the total amount payable is adjusted to include the delivery fee.
- f. Delivery charges are as follows:
  - i. Up to 5 miles - £10.00
  - ii. Up to 10 Miles - £15.00
  - iii. Up to 20 Miles - £20.00
  - iv. Up to 50 Miles - £30.00

#### 18. WARRANTY OF TITLE

- a. The Vendor warrants to THE AUCTIONEER and to the Buyer that the Vendor is the true owner of the property consigned or is properly authorised by the true owner to consign it for sale and is able to transfer good and marketable title to the property free from any third party claims.

#### 19. PRIVATE TREATY AND CONSUMER LEGISLATION

- a. Private treaty sales made under these Terms are deemed to be sales by auction for purposes of consumer legislation.

#### 20. ENGLISH LAW APPLIES TO THE INTERPRETATION OF THESE TERMS FOR BUYERS AND CONDITIONS OF SALE