

CONDITIONS OF SALE

The Auctioneers acts only as agent for the Seller (unless otherwise specifically declared). Accordingly Sellers are not paid until payment is received from the Buyer, nor is the Auctioneer necessarily in a position to know the history or of assess the quality of lots sold on behalf of these principals. In addition, lots sold are likely to have been subject to wear and tear caused by user or the effects of age and may therefore have faults and imperfections. No faults or imperfections are mentioned in the catalogue descriptions. Condition reports are available on request. Buyers are given ample opportunity at viewing times to examine lots to be sold and will be assumed to have done so. They must rely solely on their own skill or judgment as to whether lots are fit for any particular purpose, and as to compliance with the catalogue description or illustrations – see Condition 6.

1. **BIDS** All bids made shall be treated as offers made upon these Conditions of Sale and all persons present are admitted to attend a sale on the basis that they have notice of these Conditions.
2. **ASCERTAINMENT OF THE BUYER** The Buyer shall be the person making the highest bid which is acceptable to the Auctioneer as signified by fall of the hammer. In the case of a dispute as to the highest bidder during or immediately after the sale of the lot, the Auctioneer may if he thinks fit put up the lot again for sale. Unless the Auctioneer has previously acknowledged in writing that the Bidder bids as agent on behalf of a named principal, every Bidder shall be taken to bid on his own behalf as principal. If the Auctioneer has earlier acknowledged in writing that the Bidder bids as agent on behalf of a named principal, the Bidder warrants that he has the authority of his principal to make each bid he makes.
3. **AUCTIONEER'S DISCRETION** The Auctioneer has sole discretion (a) to refuse any bid; (b) to advance the bidding as he may decide' (c) to decide whether there has been a dispute as to the bidding and under Condition 2 to resell the lot in question; (d) to withdraw, or divide any lot or combine one lot with another or others; and (e) to exclude any person from the auction room.
4. **RESERVES** Lots put up for sale are subject (a) to any reserve price imposed by the Seller; and (b) the right of the Auctioneer to bid on behalf of the Seller.
5. **BUYER'S DUTIES** The Buyer shall forthwith or as soon as reasonably possible after the sale of the relevant lot (a) supply his name and address; (b) shall when required pay in cash a deposit of 25 per cent or such further sum as the Auctioneer may demand; (c) supply, if so required, bank or other suitable references; (d) pay the full purchase price in a way acceptable to the Auctioneer; and (e) on proof of payment clear the lots purchased by him not later than the end of normal working hours during the day of the sale; (f) the Buyers shall remove their lots at their own expense immediately after Sale. To prevent inaccuracy in delivery and inconvenience in the settlement of purchases, no lots can be removed during the time of sale without the express consent of the Auctioneers; (g) if any person purchases two or more lots the prices of all must be paid before the delivery of any, and no transfer of any purchase will be recognised by the Auctioneers.
6. **LIABILITY OF THE AUCTIONEER AND SELLERS** Subject to Condition 8 (a) lots are sold with all faults and imperfections and neither the Seller nor the Auctioneer is responsible for any defects whatsoever; (b) no warranty is given or authorised to be given by the Seller or the Auctioneer with regard to any lot other than that the Seller had the right to sell it; (c) any express or implied conditions or warranties whether relating to descriptions or quality. Are hereby excluded; (d) any damage by the removal of any lots to be made good by the purchaser. Such damage to be assessed by the Auctioneers and to be paid for accordingly. Every person whilst upon the premises before, during or after the sale, shall be deemed to be there at his or her own risk, and with notice of the condition of the premises and effects, and the Auctioneers accept no responsibility for accident or damage from any cause to persons or their property whilst upon the premises.
7. **CATALOGUE DESCRIPTIONS** The Auctioneer undertakes that care has been taken to see that catalogue descriptions are accurate and reliable but these are necessarily matters of opinion and shall not be taken to be statements of fact. No faults or imperfections are mentioned in the catalogue descriptions. Condition reports are available on request. Subject to Condition 8, neither the Seller nor the Auctioneer are responsible for the correctness of any description of any lot or its attribution in any manner to any particular originator.
8. **FORGERIES** Notwithstanding Condition 6 and 7, if the Auctioneer receives in writing from the Buyer within 7 days of the sale that in his opinion a lot is a forgery (as defined in Condition 11) and on giving such notification the lot in question is returned to the Auctioneer at his working premises in the same condition as when bought, then if on considering such evidence as the Buyer supplies to prove his assertion, the Auctioneer decides that the lot is a forgery the sale of the lot will be rescinded and the purchase price repaid to the Buyer.
 - i. The only entitlement of the buyer under this condition is to the refund as described in this condition. The refund shall not extend to any other loss suffered by the buyer as a result of the lot being a forgery (including but not limited to profits). Clevedon Salerooms shall have no other responsibility to the buyer.
 - ii. Only the buyer may claim under condition 8. The right to make such a claim does not pass to any third party to whom the buyer may have transferred the lot.
9. **PROPERTY IN LOTS AND RISK** The Buyer shall not become the owner of any lot, and the Auctioneer shall have a lien thereon, until the Buyer has discharged the purchase price, but after the fall of the hammer the risk of damage or loss shall nevertheless be by the Buyer's.
10. **REMEDIES FOR NON-PAYMENT OR FAILURE TO COLLECT PURCHASES** If any lot is not paid in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we as agent for the seller shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise all or any of the following rights and remedies:
 - i. to proceed against you for damages for breach of contract;
 - ii. to rescind the sale of that Lot and/or any other Lots sold by us to you;
 - iii. to resell the Lot (by auction or private treaty) in which case you 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 seller;
 - iv. to remove, store and insure the Lot at your expense and in the case of storage, either at the premises or elsewhere;
 - v. to charge interest at a rate not exceeding 1.5% per month on the total amount due to the extent it remains unpaid for more than 3 working days after the sale;
 - vi. to retain that or any other Lot sold to you until you pay the total amount due;
 - vii. to reject or ignore bids from you or your agent at future auctions or 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 you towards the settlement of the total amount due and to exercise a lien on any of your property in our possession for any purpose.
11. **DEFINITIONS AND INTERPRETATION** In these Conditions (a) References to 'the Auctioneer' shall be taken to mean, as the context so admits, the firm of Clevedon Salerooms, The Auction Centre, Kenn Road, Kenn, Clevedon, North Somerset, BS21 6TT or any partner or employee thereof at the time of the sale; (b) 'Buyer' shall have the meaning ascribed to it in Condition 2 and for the purpose of these conditions all Buyers shall be deemed to be principal; (c) 'Forgery' means a lot (i) which is so constituted as deliberately to deceive when considered in the light of its catalogue description and (ii) whose value as such is materially less than if it had complied with the catalogue description; (d) The Interpretation Act 1978 shall apply to the general construction of terms and expressions used in these Conditions as if contained in a statute and these Conditions shall be governed by English Law.
12. **LAW AND JURISDICTION** These conditions shall be governed by, and construed in accordance with English law. Clevedon Salerooms, all buyers and all vendors submit to the exclusive jurisdiction of the English courts.
13. **BUYER'S PREMIUM** Except in respect of 'special category items', the buyer shall pay to Clevedon Salerooms a premium of 19 per cent plus VAT on the 'hammer price' and agrees that Clevedon Salerooms when acting as agent for the Seller, may also receive commission from the Seller.

14. **PHOTOGRAPHS AND ILLUSTRATIONS** The buyer gives Clevedon Salerooms the absolute right to use its photographs and illustrations of Lots at any time at Clevedon Salerooms' absolute discretion (whether or not in conjunction with the auction)
15. **EXPLANATION OF PICTURE CATALOGUING TERMS** Clevedon Salerooms endeavour to ensure that any statement as to attribution, origin, date, age and provenance is reliable and accurate but all such statements are statements of opinion only and are not too be taken as statements or representations of fact.
- i. **Nicholas Pocock.** In our opinion a work by the artist.
 - ii **Attributed to Nicholas Pocock.** In our opinion probably a work by the artist but less certainty as to the authorship is expressed than in the preceding category.
 - iii **Manner of Nicholas Pocock.** In our opinion a work in the style of the artist and of a later date.
 - iv **After Nicholas Pocock.** In our opinion a copy of a known work of the artist.
 - v The term **signed and/or dated** means that in our opinion the signature and/or date are from the hand of the artist.
 - vi The term **bears signature and/or date** means that in our opinion the signature and/or date have been added by another hand.
16. **ARTIST RE-SALE RIGHT** Living artists are entitled to receive a re-sale royalty each time their work is bought or sold by an art market professional (since February 2006). Any work selling for 1000 euros or more is subject to an additional charge as laid out below. This charge is payable by the buyer on any eligible lots based on the hammer price. Lots that may incur this charge will be announced from the rostrum and will be denoted in the catalogue by **AR**. (For full details of The Artists Resale Right Regulations 2006 see Statutory Instrument 2006 No. 346).

Portion of the Sale price	Percentage amount
Up to 50,000 euro	4%
From 50,000.01 to 200,000 euro	3%
From 200,000.01 to 350,000 euro	1%
From 350,000.01 to 500,000 euro	0.5%
Exceeding 500,000 euro	0.25%

The total amount of royalty payable on the sale shall not in any event exceed 12,500 euro.

17. **POSTAGE POLICY** For the avoidance of doubt Clevedon Salerooms offer a LIMITED packing and postage service, entirely at our discretion. Please contact us before bidding if you wish for us to send purchased lots to you.