

## **FULL CONDITIONS OF SALE**

The conditions set out below are the terms on which Batemans, as auctioneers, contract with sellers and, as agent acting on behalf of sellers, with buyers. Buyers and sellers should read the conditions carefully, together with the explanation of cataloguing practice. This notice and conditions of sale apply to all sales including sales by private treaty. These conditions supercede all previous terms and conditions issued by Batemans. Last updated 28th May 2006.

### **FULL CONDITIONS OF SALE CONCERNING BUYERS.**

#### **1. THE AUCTIONEER AS AGENT.**

As auctioneers, we act as agent for the seller. Unless otherwise agreed, sales of goods at our auctions result in contracts made by the seller, through our agency, with the buyer. As such, we are not responsible for any default by the seller or the buyer.

#### **2. THE BUYER.**

- (a) Each bidder by the making of any bid acknowledges his/her acceptance of these Conditions and the terms of any Notices and other conditions in the catalogue.
- (b) Items sold at auction are generally of some age. Accordingly, lots are sold on an 'as is' basis, subject to all faults, imperfections and errors of description. Prospective buyers are strongly advised to examine personally any goods in which they are interested, before the auction takes place. We provide no guarantee to the buyer other than in relation to forgeries, as explained in clause 12 of these conditions of sale.
- (c) Bidding as Principal; When making a bid, prospective buyers will be accepting personal liability, unless it has been agreed in writing, at the time of registration, that a bidder is acting as agent on behalf of a third party acceptable to us. Buyer's details cannot be changed once the invoice is printed at the end of the sale.
- (d) Bidding is by paddle number only. Prospective bidders must complete and sign a registration form and provide identification if required before making a bid at auction.
- (e) The buyer shall be the highest bidder acceptable to the Auctioneers and the Auctioneers shall have absolute discretion to settle any dispute.
- (f) Batemans reserve the right at their absolute discretion to refuse admission to their premises or attendance at their sales, without giving any reason therefore.

#### **3. CATALOGUE DESCRIPTIONS.**

- (a) While every care has been taken by Batemans in the preparation of our catalogue, any statement as to authorship, attribution, origin, date, age, size, medium, weight, provenance, condition or estimated selling price is a statement of opinion of the seller or of Batemans and is not to be taken as a statement or representation of fact.
- (b) Catalogue illustrations are for guidance only, and should not be relied on to determine the tone or colour of any item or to reveal imperfections. Descriptions as to the condition of any lot, whether in the catalogue, written condition report or given orally are for guidance only and the absence of any reference does not imply that a lot is free from defects.
- (c) Buyers are responsible for satisfying themselves concerning each and every aspect of the lot, including the condition, authorship, attribution, provenance, authenticity, age, suitability and origin, and matters referred to in the catalogue description prior to bidding at the auction.

Explanation of Catalogue Terms: The following terms used in the Catalogue have the following meanings but are subject to the general provisions relating to descriptions of lots contained in the Conditions of Sale:

- (i) "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named.
- (ii) "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.
- (iii) "Studio of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist, which may or may not have been executed under the artist's direction.
- (iv) "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil.

- (v) “Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil.
- (vi) “Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date.
- (vii) “After Jacopo Bassano”: in our opinion a copy of a known work of the artist.
- (viii) “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist.
- (ix) “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

#### 4. BUYER’S PREMIUM.

In addition to the hammer price, a buyer’s premium at the rate of 12% of the hammer price of each lot (together with any Value Added Tax chargeable thereon) is payable by the buyer to ‘Batemans’ for their own retention and will not be waived.

#### 5. VALUE ADDED TAX.

- (a) Value Added Tax is always payable on the premium. It may also be payable on the Hammer Price, if the Lot has been marked with a sign to that effect in the catalogue. VAT is charged at 17.5 % unless otherwise stated. All lots sold are subject to the Auctioneers VAT Margin scheme. Revenue regulations require that the buyer’s premium must be invoiced at a rate that is inclusive of VAT. The VAT is not recoverable by any business buyer.
- (b) Buyers from outside the EU will be entitled to a refund of the VAT on providing Batemans with satisfactory proof of export from the European Union.

#### 6 DROIT DE SUITE/ARTISTS RE-SALE RIGHTS

Under this legislation auctioneers and art market professionals are required to collect royalty payments for all works of art sold over the hammer price of 1000 euros (approx £680), where the artist is still living.

This royalty of 4% of the hammer price will be charged to the buyer, in addition to the buyers premium. This royalty charge is not subject to VAT.

All royalty charges are paid to the Design and Artists Copyrights Society (DACS) and no handling costs or additional fees are retained by the auctioneer.

Please note that the royalty payment is calculated on the rate of exchange at the European Central Bank on the date of the sale.

Further information on Droit de Suite can be obtained from DACS on 0845 410 3410 or their website [www.dacs.org.uk](http://www.dacs.org.uk)

#### 7. ABSENTEE BIDDING.

- (a) **Commission (Absentee) Bids.** If a prospective buyer gives us instructions to bid on his/her behalf, by using the form available at reception we shall use reasonable efforts to do so, provided these instructions are received not later than 12 hours before the sale.
- (b) If we receive commission bids on a particular Lot for identical amounts, and at auction these are the highest bids for the lot, it will be sold to the person whose bid was received first. Since this service is undertaken as a free service to prospective buyers on the terms stated, we cannot accept liability for failure to make a commission bid. Prospective buyers should therefore always attend personally if they wish to be certain of bidding. Failure to sign the bid form may result in the bids not being processed.
- (c) All bids made by Batemans on behalf of the prospective buyer will be made at the lowest level possible subject to reserves and other bids made for the lot. Where appropriate the bids will be rounded down to the nearest amount consistent with the auctioneer’s bidding increments.
- (d) Batemans accept no responsibility to anyone in connection with the commissioning by intending buyers of any of their employees to bid for lots on behalf of such intending buyers.
- (e) **Telephone Bids.** If prospective buyers for a lot make arrangements with us not less than two clear days before the sale, we shall use reasonable efforts to contact the bidders to enable them to participate in the bidding by telephone as the sale takes place, but in no circumstances will we be liable to either the seller or any prospective buyer as the result of failure to do so. Batemans recommend that a covering absentee bid is also left in case of communication difficulties.
- (f) **By Fax or post:** Absentee bidder forms can be faxed or posted to Batemans on the forms provided and must be signed by the bidder. These will be subject to the same conditions as Absentee bids (Section 6).

**8. CONDUCT OF THE SALE:**

- (a) The auctioneer has the right to advance the bidding at his absolute discretion and reject any bid, divide any lot, combine any two or more lots, withdraw any lots from the sale, vary the order in which lots are offered for sale and, in the case of error or dispute, put a lot up for bidding again, without in any case giving previous notice or any reason therefore.
- (b) Subject to the auctioneer's discretion, the fall of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the Seller and the Buyer.

**9. PAYMENT.**

- (a) Upon sale of the lot the buyer shall pay the total amount due (comprising the Hammer price, the Buyer's premium, any applicable value added tax and any other applicable charges) to Batemans within FIVE working days following the conclusion of the sale.
- (b) Upon making such payment, and said payment having cleared, the buyer shall remove the lot purchased from Batemans premises at his/her own expense within FIVE working days after the sale.
- (c) No lot purchased shall be removed while the sale is in progress unless at Batemans express discretion. Batemans request that purchasers wait until the end of the sale to collect items. Purchases will only be released when payments have cleared. Unless we specifically agree to the contrary, Batemans shall retain items sold until all amounts due to us have been paid in full.
- (d) If so required by Batemans, the buyer shall give his /her name and permanent address together with his/her bank or other suitable references, and any other proof of identity as Batemans may at their absolute discretion require.
- (e) The buyer may be required to pay down forthwith the whole or in any part of the total price, and if he/she fails to do so any lot or lots bought by him/her may, at the auctioneer's absolute discretion, be offered again for resale at any time before the conclusion of the auction.
- (f) All payments by mail, bank transfer, etc must be made in pounds sterling. Cheques and Drafts should be made payable to 'Batemans'.
- (g) Payments by credit card, VISA and MASTERCARD will be subject to a 2% surcharge of the total amount payable. There is no surcharge for Switch and UK debit card payments. Non UK debit cards are subject to a 2% surcharge. Sterling cheques drawn on UK bank accounts and supported by a cheque card valid for the amount due can be cleared immediately. All other sterling cheques drawn on UK banks will generally clear on the fifth working day after receipt. Credit and Debit card payments can be cleared immediately subject to confirmation with the card issuer.

**10. RESPONSIBILITY FOR PURCHASED LOTS.**

- (a) At the fall of the hammer, risk in the lot sold shall pass to the buyer, and none to the seller, Batemans, their servants or agents.
- (b) At the fall of the hammer the buyer shall be responsible for any loss, omission or damage whether caused by negligence or otherwise.
- (c) Ownership in the lot shall not pass to the buyer unless and until payment of the total amount owed has been received by Batemans. A cheque given by the buyer in payment shall not be treated as a receipt until the same has been cleared.
- (d) Any packing and handling of purchased lots by the Auctioneers staff is undertaken solely as a service to buyers and will only be undertaken at the buyer's risk. The Auctioneers shall not be liable in any event for damage to glass, mirrors or frames, irrespective of cause.

**11. REMEDIES FOR NON-PAYMENT OR FAILURE TO COLLECT PURCHASES.**

- (a) All purchases must be paid for and collected within FIVE working days of the sale. Purchases will be available to collect from the saleroom until the Wednesday following the sale, after which they will be removed to our storage facility and subject to the storage charges as set out below (see clause 10d).
- (b) If no payment is received within 5 days, the lot shall be re-entered on behalf of the buyer into the next suitable sale and shall be sold with no reserve. If this results in a lower price being obtained, Batemans shall claim the balance from the Buyer together with any costs incurred in connection to the Buyer's failure to make payment (as set out in section: (c) (iii) below.)
- (c) If no payment is received within 5 days, Batemans as agents for the seller shall also be entitled at its absolute discretion and without prejudice to any other rights or remedies:
  - (i) to proceed against the buyer for damages for breach of contract;
  - (ii) to rescind the sale of that or any other lots sold to the defaulting buyer at the same or any other auction;
  - (iii) without notice to the defaulting buyer at any time to resell the lot or cause it to be resold by public auction or private sale and, if this results in a lower price being obtained, claim the balance from the Buyer together with any costs incurred in connection with the buyer's failure to make payment;

- (iv) to remove, store and insure the lot at the expense of the defaulting buyer;
  - (v) to charge interest at the rate of 2% per month on the total amount due to the extent it remains unpaid for more than five working days after the conclusion of the sale. Such interest will run as well as after as before judgement becoming due and payable forthwith upon demand;
  - (vi) to retain that or any other lot sold to the same buyer at the same or any other auction and release it only after the payment of the total amount due;
  - (vii) to reject or ignore any bids made by or on behalf of the defaulting buyer at any future auctions or obtain a deposit before accepting any bids in future;
  - (viii) to apply any proceeds of sale then due or at any time thereafter becoming due to the defaulting buyer towards settlement of the total amount due and to exercise a lien on any property of the defaulting buyer which is in Batemans possession for any purpose.
- (d) **Storage Charges:**
- (i) Any items not collected by the Friday (FIVE working days) following the sale, whether or not payment has been made, will be subject to a storage charge at the buyer's expense of £1 per lot per day until collected by the buyer (up to a MAXIMUM of 25 days storage.) Batemans will only release the items purchased after payment has been made in full of storage, removal, insurance and any other costs incurred, together with all other amounts due to us.
  - (ii) Batemans will store purchases (whether paid for or not) for a MAXIMUM of 25 days following the conclusion of a sale. If the items remain uncollected at this time, the lot(s) shall be re-entered on behalf of the buyer into the next suitable sale and shall be sold with no reserve. If this results in a lower price being obtained, Batemans shall claim the balance from the Buyer together with any costs incurred in connection to the Buyer's failure to make payment (as set out in section: (c) (iii) above.)

## **12. REPRESENTATIONS AND STATEMENTS.**

We have an obligation to refund the buyer in the circumstances set out in clause 12. However, neither the seller nor we, nor any of our employees or agents, are responsible for the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness or provenance of any Lot, nor for any other errors of description or for any faults in any Lot. These are statements of opinion only and not fact. Batemans are not liable for any omissions in the catalogue. Any warranty of any kind whatsoever is excluded by this clause. All lots are sold with all faults and imperfections and errors of description. Buyers should satisfy themselves as to the condition of any lot before bidding for it.

## **13. REFUND IN THE CASE OF FORGERIES.**

A sale will be cancelled and the amount paid refunded to the buyer if a Lot sold by us proves to have been a forgery. We shall not however be obliged to refund any amounts if either (a) the catalogue description at the auction date corresponded to the generally accepted opinion of scholars or experts at that time, or fairly indicated that there was a conflict of opinions; or (b) it can be demonstrated that the lot is a Forgery only by means of either a scientific process not generally accepted for use until after the publication of the catalogue or a process which at the date of the auction was unreasonably expensive or impracticable or likely to have caused damage to the Lot.

Furthermore, the Buyer should note that this refund can only be obtained if the following conditions are met;

- (a) within one month of the sale of the Lot the Buyer gives notice to Batemans in writing that the lot purchased by him/her through Batemans is a forgery (as herein defined);
- (b) the buyer returns the lot to Batemans in the same condition as it was at the time of the auction accompanied by written proof of forgery, the number of the lot, and the date of the auction at which it was purchased; and
- (c) the buyer proves to Batemans' reasonable satisfaction that the lot is a forgery and that he/she is able to transfer a good title thereto free from any liens, charges or encumbrances; and
- (d) the buyer demonstrates to Batemans' reasonable satisfaction that the lot alleged by him to be a forgery is the lot actually purchased by him/her through Batemans.

In no circumstances shall we be required to pay the buyer any more than the amount paid by him/her for the Lot concerned and the buyer shall have no claim for interest. The benefit of this condition is not capable of being transferred, and is solely for the benefit of the person to whom the original invoice was made out by us in respect of the Lot when sold and who, since the sale, has remained owner of the Lot without disposing of any interest in it to any third party. Batemans shall be entitled to rely on any scientific or other process to establish that the lot is not a Forgery, whether or not such a process was used or in use at the date of the auction. This condition does not apply to coins, medals or jewellery.

## **14. ESTIMATES.**

Batemans makes no representations or warranties as to the anticipated selling price of any item or property. No estimates anywhere made by Batemans, its servants or agents, whether in writing or orally, may be relied upon as a

prediction of the actual selling price. Estimates in catalogues, receipts and elsewhere are subject to revision by Batemans from time to time in the exercise of its sole discretion.

#### **15. REFUNDS.**

Batemans agree to refund the hammer price and the Buyer's premium to the buyer on the buyer claiming that the seller did not have the right to sell subject to the following conditions; the buyer was acting in good faith; and

- (a) Batemans' insurers agree to the payment under the terms of Batemans' insurance; and
- (b) The buyer makes claim in writing against Batemans within 1 year of the sale and either:
  - (i) Batemans has been prevented from giving possession of the lot to the buyer or the buyer has given up possession of the lot in either case by virtue of a Court Order (including Interlocutory Order) of a court of England and Wales made at the instance of any third party claiming to be the true owner; or
  - (ii) the buyer has given up possession of the lot to the police in connection with any investigation into the theft of the lot; and
  - (iii) if Batemans refund the hammer price under this clause then should it transpire the buyer obtained title at auction, title vests in Batemans.

Any claim by a buyer against Batemans whether under any of these conditions or otherwise arising out of the sale of any lot shall be limited to the amount (if any) paid by the buyer in respect of such lot and shall not extend to any consequential or other loss or damage or expense suffered by the buyer.

#### **16. FIREARMS.**

The buyer of a firearm is responsible for obtaining a valid firearm certificate, shot gun certificate or certificate of registration as a firearms dealer and for conforming with regulations in force at the time in Great Britain relating to firearms.

#### **17. ELECTRICAL AND MECHANICAL GOODS.**

Lots which were originally operated by mains electricity may not comply with the current statutory requirements and as such are offered for sale solely for display or historical purposes. Buyers should not assume that they are suitable for connection to the mains supply. The buyer acknowledges that Batemans has not tested electrical or mechanical goods and that the buyer is solely responsible for ensuring that such goods are tested by a qualified electrician before using them.

#### **18. EXPORT / TRADE RESTRICTIONS.**

It is the buyer's responsibility to ensure that they comply with all export regulations relating to purchases. We set out general information below (current as at June 2004). Please note that this is a guide only and specific advice should be sought as appropriate.

- (a) **Endangered / Protected species:** The Washington Convention on International Trade in Endangered Species (known as CITES) applies certain restrictions on the import and export of items made of or incorporating endangered or protected animal parts. The Global Wildlife Division of the Department of the Environment, Food and Rural Affairs (DEFRA) is the authority responsible for ensuring that CITES is properly implemented in the UK.  
An export license will be required for the export of items made of or incorporating endangered or protected animal parts such as ivory, whale bone, bird feathers, crocodile, tortoiseshell, coral, animal skin or fur. Unlike the regulations relating to the export of other cultural goods (see below), there are no value thresholds relating to these items. A licence is required irrespective of age or value. Please note that the ability to obtain an export licence does not necessarily ensure that you will be permitted to import the items into another country and vice versa.
- (b) **Other items requiring export licence:** In addition to specific rules relating to endangered or protected species, export licenses are required in relation to items manufactured or produced more than 50 years before the date of export outside the UK and/or the European Union. There are export controls which apply on both a UK and a European level. Generally a licence is required in respect of those items which are worth beyond a certain monetary value. The value threshold varies depending on the nature of the specific items and on the destination to which it is intended to export the items. Either a UK or European licence will be required as follows:
  - (i) A UK license will be required to export any items from the UK to another member state of the European Union valued at or above the relevant UK license limit (as specified in the column A in the table below).

- (ii) A UK license will be required to export outside the European Union any items valued at or above the relevant UK license limit (as specified in the column A in the table below) but below the European Union licence limit (as specified in column B of the table below).
- (iii) A European Union licence will be required to export outside the European Union any items valued at or above the European Union licence limit (as specified in column B of the table below).

Both the European Union and the UK licences are issued by the Department for Culture, Media and Sport and application forms can be obtained from its Export Licensing unit. The table below shows the type of licence and the values at or above which and export licence is required in relation to a selection of some of the categories of items to which the licence requirements apply.

	Column A: Within EEC	Column B: Outside Europe
Description of item of more than 50 years old	Value at or above which a UK licence will be required	Value at or above which an EU Licence will be required
Paintings in oil or tempera (other than of British Historic Persons)	£119,000	£91,000
Paintings in watercolour, gouache, pastel or other media ( other than of British Historic Persons)	£39,600	£18,000
Portraits or likenesses of British Historic Persons	£6,000	£6,000
Prints, Drawings and Engravings	£39,600	£9,100
Photographs, films and negatives	£6,000	£6,000
Sculptures	£39,600	£30,400
Books (I) 50 - 100 years old (ii) More than 100 years old	(I)£39600, (ii)£39600	(I) £39600, (ii)£30400
Clocks and Watches	£39,600	£30,400
Firearms (I) 50 - 100 years old (ii) more than 100 years old	(I)£39600 (ii)20000	(I) £30400 (ii)£20000

Please note that ‘A British Historic Person’ is a person listed in the Directory of National Biography, Who’s Who or Who was Who.

A Department of Trade and Industry export license may be required for firearms regardless of value. Please seek specific guidance.

#### **19. DATA PROTECTION.**

For the purposes of the Data Protection Act 1998 the data controller is Batemans Auctioneers of The Exchange Hall, Broad Street, Stamford, Lincolnshire PE9 1PX. Batemans will not disclose your personal data to any third party outside our group for the purposes of direct marketing.

#### **20. SEVERABILITY.**

If any part of these Conditions of Sale is found by any court to be invalid, illegal or unenforceable, that part may be discounted and the rest of the conditions shall continue to be valid and enforceable.

#### **21. LAW AND JURISDICTION.**

These Conditions of Sale are subject to English Law, which shall apply to their construction as well as to their effect. For our benefit, the buyer and the seller submit to the exclusive jurisdiction of the English courts.

## **FULL CONDITIONS OF SALE CONCERNING SELLERS.**

The conditions set out below are the terms on which Batemans, as auctioneers, contract with sellers and, as agent acting on behalf of sellers, with buyers. Buyers and sellers should read the conditions carefully, together with the explanation of cataloguing practice.

### **1. SELLER'S WARRANTIES.**

The seller warrants to Batemans and to the buyer that, at all relevant times hereunder, including without limitation the time of sale,

- (a) The seller is the true owner of the property, or is properly authorised to sell the property by the true owner and is able to and shall in accordance with these conditions transfer possession and good and marketable title to the property free from any third party claims (including without limitation any claims of governments or governmental agencies with respect to the property), liens or encumbrances;
- (b) The seller has provided Batemans with all information the seller has concerning the provenance of the property;
- (c) Unless the seller advises Batemans in writing to the contrary at the time the property is delivered to Batemans, that there are no restrictions, copyright or otherwise, relating to the property or on Batemans' rights to reproduce photographs of the property and the seller gives Batemans full and absolute rights to photograph and illustrate any lot consigned to a Batemans sale. The auctioneer retains copyright in all photographs taken and illustrations made by Batemans.
- (d) For property not held on Batemans premises or under its control, that such property will be available and in a deliverable state at the time the buyer is entitled to take possession of the lot in accordance with these Conditions.
- (e) Unless the seller of electrical or mechanical goods advises Batemans in writing to the contrary at the time the property is delivered to Batemans, such goods are safe if reasonably used for the purpose for which they were designed and are free from any defect not obvious on external inspection which could prove dangerous to human life or health,
- (f) Unless the seller advises Batemans in writing to the contrary at the time the property is delivered to Batemans, the property has been properly and legally imported into the European Union and all taxes or duties on importation into the European Union have been paid.
- (g) Neither the seller on his own behalf, nor any other person on the seller's behalf except the auctioneer, may make any bid in respect of lots of which the seller is the owner.
- (h) Instructions regarding lots will only be accepted from the seller, which in this instance shall be taken as the person named on the receipt / entry form.

### **2. BUYER'S COMMISSION AND LOTTING FEES.**

A charge of £2 per sale is payable for every individual lot entered. This is payable whether an item sells or not. If an item sells, in addition to the lotting fee, a seller's premium at the rate of 15% of the hammer price of each lot (together with any Value Added Tax chargeable thereon) is also payable by the seller to 'Batemans'. These charges will be deducted after the sale, and indicated on the seller's post-sale statement. The seller acknowledges that Batemans will receive from the buyer commission at their usual rates, on the sale of any lot, in addition to the said premium and assents to Batemans receiving the said commission.

### **3. RESERVES.**

- (a) All goods are automatically offered for sale WITHOUT RESERVE unless specifically agreed in writing with Batemans before the sale.
- (b) The reserve, if any, should be clearly written on the receipt for the items at the time of Batemans receipt of the goods. Batemans will be happy to suggest if a reserve would be appropriate on a seller's items.
- (c) The reserve, if any, will only apply to the first sale in which the item is entered. Where no reserve is listed, Batemans may sell the items at any price.
- (d) Where a reserve has been applied to a lot, the auctioneer may, on behalf of the seller, place bids (up to an amount not equalling or exceeding such reserve). Batemans may at its option sell at a hammer price below the reserve, provided that Batemans pays the seller the sale proceeds which the seller would have received had such lot sold at the reserve price.

### **4. ENTERING ITEMS FOR SALE.**

- (a) Where a representative for the auctioneers has viewed an item in person, we will issue a written receipt briefly describing the item(s), and suggest whether a reserve is appropriate for the item(s).
- (b) Sellers are required to sign and date a copy of the entry form and agree to our terms and conditions. When entering items for sale the seller agrees that the description of the items on the receipt is to their

satisfaction, sufficient to identify the lot and, to the best of their knowledge, a true representation of the item(s) left in the auctioneer's possession. It is the responsibility of the seller to inform Batemans of any omissions, errors or inaccuracies on the entry form.

#### **5. ITEMS POSTED OR DELIVERED.**

Where a representative from Batemans has not previously viewed the items in person and issued a hand written receipt / entry form for the items;

- (a) Sellers must sign and date a copy of our terms and conditions and return this signed copy to Batemans before sending any items to via post or other transport. Sellers are reminded that all items are sent at the seller's sole risk.
- (b) It shall be assumed that these items are to be sold with no reserve until such time as Batemans has had the opportunity to examine the items to their satisfaction.
  - (i) if, after examining the items, the Auctioneers believe they are suitable for entry into a sale, the auctioneers will issue a written receipt for the items, and agree in writing a reserve figure (if any) with the seller.
  - (ii) if the Auctioneers believe that any item is unsuitable for entry into auction, condition 8 (Unsaleable goods, below) will be applied.
- (c) If this suggested reserve figure is acceptable to the seller, the seller should sign and date their agreement on the entry form provided and post it to the Auctioneers. The auctioneers cannot accept agreement as to reserves via email or fax.
- (d) If the reserve price is **not** acceptable to the seller, the seller must contact the Auctioneers and arrange for the item(s) to be returned, at the seller's sole expense.
- (e) The auctioneers will return exactly and only those items as were received by them from the seller, in the same condition as were received.
- (f) It is the responsibility of the seller to fully insure the items for whatever value they deem acceptable whilst in transit and to pay the cost of any transportation. This also applies if a lot is unsold and Batemans agree to return the item to the seller. The amount the item is insured for, however, will in no way be taken as a true valuation of the item by the auctioneers.
- (g) Proof of the auctioneer's receipt of a posted package or consignment is not to be taken as proof of the auctioneer's acceptance, receipt or possession of an item. The auctioneers will only accept receipt or possession of an item or items as are listed by them on the entry form sent to the seller.

#### **6. RISK OF LOSS OR DAMAGE.**

The seller authorises Batemans to assume, at the seller's sole expense, the risk of loss or damage to the property from the time of Batemans receipt of such property until risk of loss or damage to the property passes on to the buyer as set forth in condition (4) (b) of the buyer's conditions, until the item is collected by the seller, or until sixty days after the auction, whichever is earlier, *unless*, at the time the seller delivers the property to Batemans, the seller instructs Batemans in writing not to assume risk of loss or damage for any lot and within 10 days provides Batemans with a certificate of insurance and waiver of subrogation by the seller's insurer of all rights and claims that they may have against Batemans in connection with any loss or damage to the property in both cases in a form acceptable to Batemans.

#### **7. PREPARATION FOR SALE.**

- (a) Batemans has sole and absolute discretion regarding the grouping of property into Lots, providing catalogue and other descriptions, the date of the auction(s) and the manner of conducting each sale.
- (b) Where lots with reserves have been combined or divided, the auctioneers shall combine or divide the lots in such a way that should all the lots sell at their agreed reserve price, the seller would receive no less than the full amount of the original combined reserve agreed (less any applicable commission, charges and VAT).
- (c) The seller authorises Batemans to undertake any tests, researches or enquiries or to consult and rely on any outside experts, consultants or restorers in relation to the property as Batemans may, at their absolute discretion, deem appropriate.

#### **8. UNSALEABLE GOODS.**

All goods delivered to their premises or collected on Batemans behalf, will be considered as for entry for sale at auction, unless otherwise instructed by accompanying or previously received written notice. Items which in Batemans opinion have no saleable value will be disposed of at the auctioneers sole discretion either to a charity or by consignment for destruction. It shall be assumed that the seller agrees to such disposal, and that no prior notice of such disposal will necessarily be given. Batemans reserve the right to charge the seller for costs incurred for the disposal of such items.

## 9. PRIVATE SALES.

If a lot fails to reach its reserve, the seller authorises Batemans, as the seller's exclusive agent, for a period of forty days following the auction to sell the lot privately for a price that will result in a payment to the seller not less than the net amount (after payment to Batemans of the seller's commission, buyer's premium and expenses) to which the seller would have been entitled had the lot been sold at a price equal to the reserve.

## 10. UNSOLD LOTS.

- (a) Where any lot fails to sell at auction or privately as set forth as above, the seller shall make arrangements in writing either to re-offer the lot for sale or to arrange collection or transporting of the item(s) **WITHIN 25** days following the sale.
- (b) For unsold items being re-offered in the next sale the reserve price (if any) will automatically be dropped by 20% or the nearest lower bid for the next sale, unless specifically agreed with the seller to the contrary in writing with Batemans.
- (c) If the seller does **not** wish to enter items into a second sale, the seller can collect the item (s) at any time, but storage charges of £1 per lot per day will be charged from the fifth working day following the last sale in which the lot(s) were entered.
- (d) **Storage:** Lots unsold after **two** sales must be collected within 25 days of the end of the second sale.
- (e) If the seller fails to make arrangements for resale or collection within FIVE working days following the items' sale, the auctioneers shall charge the seller storage fees of £1 per lot per day until collected and shall have the right to:
  - (i) Remove the lot to an independent storage facility, for which the seller shall assume all risks and responsibilities; or
  - (ii) To re-offer the property at public auction **WITH NO RESERVE** and to deduct from the hammer price any sum owing to Batemans including without limitation, removal, storage and insurance expenses, the expenses of both auctions and all other reasonable expenses before remitting any excess to the seller or, if the seller cannot be traced, placing it in a bank account in the name of Batemans for the seller.

## 11. WITHDRAWN LOTS.

- (a) The seller must inform Batemans of their decision to withdraw a lot **IN WRITING, by post**. E-mails and faxes will **not** be accepted. Instructions regarding lots will **only** be accepted from the person named as seller on the receipt / entry form.
- (b) The seller may not withdraw property from the sale if instructions are received after the date on which the catalogue is initially sent to print (usually the Friday one week before the sale).
- (c) If a seller withdraws an item before the first sale in which it has been entered, a penalty charge of 10% of the reserve price will be payable to Batemans and will not be waived.
- (d) Batemans may withdraw lots from the sale without any liability to the seller if Batemans believes that
  - (i) there is doubt as to its authenticity or attribution,
  - (ii) any of the seller's representatives or warranties are inaccurate in any way, or
  - (iii) the seller breaches any provisions of the conditions of sale.

## 12. PAYMENTS & SETTLEMENT DATE.

After the sale, Batemans will post a statement to the seller informing them whether lots were sold or unsold.

On the settlement date, (up to 35 days after the completion of the sale) where net sale proceeds are in excess of £20.00 sterling a cheque will be written and posted to the seller, at the seller's risk. If the buyer pays after the settlement date, Batemans will post the net sale proceeds to the seller within ten working days of Batemans receipt of such payment in cash or cleared funds.

Net sale proceeds of less than £20.00 sterling are to be collected in cash by the seller from Batemans office, at the saleroom address during office hours Monday – Friday between 10am and 5pm.

## 13. OBLIGATION REGARDING LOTS SOLD.

If the buyer fails to pay Batemans the total amount due on or by the settlement date the seller authorises Batemans at the seller's expense to pursue any one or more of the following courses;

- (a) to agree special terms for payment of the total amount due,
- (b) to remove, store and insure the lot sold,
- (c) to settle claims made by or against the buyer on such terms as Batemans shall decide at their absolute discretion
- (d) to take such steps as are necessary to recover the monies due by the buyer to the seller and, if necessary, to rescind the sale and refund the money to the buyer.

Without being under any obligation to do so, Batemans shall endeavour to notify the seller of the buyer's failure to pay prior to exercising its authority as granted in the preceding sentence. Batemans has no obligation to collect payment from the buyer, nor to undertake legal proceedings. The seller authorises Batemans to retain any handling, removal, storage, insurance and interest fees collected from the buyer or defaulting buyer. If the buyer fails to pay the total amount due and Batemans remits an amount equal to the net sale proceeds to the seller, ownership of such lot shall pass to Batemans, which shall have the benefits of the sellers agreements, representations, warranties and indemnities set forth in these conditions. Batemans are under no obligation to disclose the identity of either buyer or seller of any lot.

**14. ESTIMATES.**

Batemans makes no representations or warranties as to the anticipated selling price of any item or property. No estimates anywhere made by Batemans, its servants or agents, whether in writing or orally, may be relied upon as a prediction of the actual selling price. Estimates in catalogues, receipts and elsewhere are subject to revision by Batemans from time to time in the exercise of its sole discretion.

**15. SEVERABILITY.**

If any part of these Conditions of Sale is found by any court to be invalid, illegal or unenforceable, that part may be discounted and the rest of the conditions shall continue to be valid and enforceable.

**16. LAW AND JURISDICTION.**

These Conditions of Sale are subject to English Law, which shall apply to their construction as well as to their effect. For our benefit, the buyer and the Seller submit to the exclusive jurisdiction of the English courts.

The above Conditions and all notices, descriptions, statements and other matters in the catalogue and elsewhere concerning any lot are subject to any statements modifying or affecting the same made by the auctioneer from the rostrum prior to any bid being accepted for the lot.

## DEFINITIONS.

In our Terms and Conditions:

“**Batemans**” means Batemans, the auctioneers of The Exchange Hall, Broad Street, Stamford.

“**Auctioneer**” the representative of Batemans conducting the sale.

“**the bidder**” the person bidding at the sale, or in the case of a bid made by and employee or other representative of Batemans pursuant to a commission bid or telephone bid form, the person whose details have been given on the commission bid form or telephone bid form.

“**the hammer price**” means the amount of the highest bid accepted by the auctioneer, and knocked down to the buyer.

“**the purchase price**” is the aggregate of the hammer price, (plus VAT on the hammer price if applicable to the lot), plus the premium and the VAT payable on the premium and any Expenses payable to Batemans.

“**the buyer**” means the person with the highest bid accepted by the auctioneer.

“**the Lot**” means any item deposited with us for sale at auction and, in particular, the item or items described against any lot number in any catalogue.

“**reserve**” the minimum hammer price as agreed between Batemans and the seller in accordance with the seller’s agreement with Batemans at which a lot may be sold.

“**the buyer’s premium**” means the charge payable by the buyer as a percentage of the hammer price, at the rate set out under condition (4)(e).

“**the total amount due**” means the aggregate of the hammer price, the premium, any Value Added Tax chargeable on the hammer price and the premium, together with any additional charges and expenses from a defaulting buyer under condition (5).

“**Forgery**” means a Lot constituting a modern deliberate imitation originally conceived and executed as a whole in, or after, 1870 with a fraudulent intention to deceive as to authorship, origin, age, period, culture or source where the correct description to such matters is not reflected by the description in the catalogue and which at the date of the auction had a value materially less than it would have had if it had been in accordance with the description in the catalogue. Accordingly, no lot shall be capable of being a forgery by reason of any damage and/or restoration work of any kind (including repainting).

“**the seller**” means the owner or authorised agent thereof or person in possession of the property consigned. If there are multiple owners or an agent or possessor, each shall assume all obligations, liabilities, representations, warranties and indemnities on behalf of the seller set forth in these Conditions of business. Instructions regarding lots will only be accepted from the seller, which in this instance shall be taken as the person named on the receipt / entry form to whom any monies are to be paid.

“**seller’s premium**” means the commission payable to Batemans by a seller at the published rates from time to time applicable to the relevant sale, plus applicable V.A.T.

“**settlement date**” means a date thirty five days after the last session of each auction.

“**net sale proceeds**” means the hammer price of the lot sold received by Batemans in cash or cleared funds, less seller’s premium and expenses and any other amounts due to Batemans by the seller in whatever capacity and howsoever arising.

**BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM.**

Signed..... Date.....

Name (in block capitals): .....