

MARTIN & POLE THE AUCTION HOUSE

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BUYER STANDARD TERMS AND CONDITION **UNDER WHICH CHATTELS ARE OFFERED FOR SALE**

1. The highest bidder is to be the purchaser. Should any dispute arise between two or more bidders the lot in dispute shall, at the discretion of the Auctioneer, be immediately put up again and resold. The auctioneer reserves the right to refuse the bidding of any person.
2. No person may advance a sum less than the increment indicated by the Auctioneer nor may a bid, once made, be retracted.
3. When lots are protected by a reserve price, the Auctioneer has the right to bid on behalf of the vendor up to, but not beyond, that reserve.
4. The act of bidding implies that the purchaser agrees to pay a buyer's premium of 24% inc vat (20% + 4% vat) of the hammer price of each lot.
5. All intending purchasers are required to register their particulars before the sale. The Auctioneers reserve the right to ask for a deposit of 25p in the pound (if required) in part payment of the purchase money, buyer's premium and VAT thereon. A lot is deemed the property of the purchaser at the fall of the hammer and becomes their responsibility thereafter.
6. All purchases must be paid for in full as soon as possible after the conclusion of the sale and in any event no later than close of business on the second working day after the sale. Payment can be made by cash (up to a maximum of £2,500), debit card and credit card, and directly to the following account

ACCOUNT – MR DAVID CHARLES AUGER T/AS MARTIN AND POLE AUCTION ROOMS
SORT CODE – 20-11-74
A/C NUMBER - 53262618
IBAN : GB93 BARC 20117453262618
BIC/SWIFT - BARCGB22

7. Any anomalies need to be highlighted to the auctioneer within 14 days of settlement.
8. The Auctioneers reserve the right to impose a storage charge of £1 per day (£1.20 incl. VAT) per lot on any lots not cleared within the specified time, unless a special arrangement is made with the Auctioneers. No lot may be removed, without a receipted delivery note from the office and purchases may not be cleared whilst the sale is in progress. The auctioneers do not insure lot after they are sold.
9. Items that have been paid for and not collected after six weeks will be either disposed of or sold to defray storage costs
10. Lots are sold as seen, with all faults, imperfections and errors of description as may apply in the catalogue. By bidding, intending buyers indicate that they are content with the condition, quality and description of a lot and no allowance will be made after a sale
11. All commission and telephone bids must be submitted by 6pm the day before the sale day. Telephone bidders must provide photo ID and proof of address before being accepted. Martin & Pole will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

12. Online Bidding

Martin & Pole offers an online bidding service via the-saleroom.com, Easyliveauction.com and the Martin & Pole website for bidders who cannot attend the sale.

12a. In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Martin & Pole The Online Bidder:

1. Authorises Martin & Pole, if Martin & Pole so wish, to charge the credit card given in part or full payment, including all fees, for items successfully purchased in the auction via the-saleroom.com, and
2. Confirms they are authorised to provide these credit card details to Martin & Pole via www.the-saleroom.com and agree that Martin & Pole are entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale.

Please note that any lots purchased via the-saleroom.com live auction service will be subject to an additional **4.95%** commission charge (5.94% incl. VAT) at the rate imposed on the hammer price

12b. Bidding on our website is hosted by Easyliveauction.com. Please note that any lots purchased via easyliveauction.com live auction service will be subject to an additional 3% internet levy + VAT at the rate imposed on the hammer price, unless the £3 Flat Fee option is selected instead at the time of auction registration.

13. No lot can be removed from the sale room until paid for and the auction sale has ended.
14. The Auctioneers reserve the right to divide, combine, add to or withdraw any lot.
15. The Auctioneers do not hold themselves responsible for loss of time or expense occasioned to any prospective purchaser by reason of any lot being withdrawn from sale or otherwise dealt in accordance with Condition 10 above.
16. Any damage done during the removal of lots, either to the property of others, or to the premises, must be made good - principals being considered responsible for the acts of their contractors
17. It is the buyer's sole responsibility to comply with any import and/or export restrictions that may apply on any purchase.
18. We require any buyers who are VAT exempt to provide the delivery address for their prospective purchase before bidding at the sale. We are unable to provide VAT exempt invoices if this information is not provided prior to the auction.
19. The Auctioneers act only as agents and shall not therefore be held responsible for any default on the part of either a Vendor or a Purchaser.
20. In the event of a dispute arising, the decision of the Auctioneer shall be final and binding on all parties.
21. Failure to comply with any of the above conditions shall forfeit any deposit that may have been taken and any purchases uncleared within the specified time may be resold, without reference to the defaulter. Any deficiency resulting from such a resale, together with expenses incurred, shall

be made good by the defaulter and will be recoverable as and for liquidated damages. Any surplus that may arise from such a resale shall belong solely to the Vendor. The Auctioneers or Vendor shall have full right to enforce any bidding contract made at a sale and to sue for the full price of the goods and the buyers premium, and the foregoing provision as to resale shall be entirely without prejudice to such right.

NOTICE

- A. All statements in the catalogue or online as to any lot are made in good faith but without responsibility on the part of the Vendor or the Auctioneers.
- B. All statements in the catalogue or online, in writing or given verbally, as to authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality are statements of opinion only and are not to be taken as, or implying, statements or representations of fact.
- C. Intending purchasers must satisfy themselves by inspection or otherwise as to all such matters and as to the physical description and condition of any lot. By bidding they acknowledge that they have done so.
- D. Neither the Vendor nor the Auctioneers, make or give, nor has any person in the employment of the Auctioneers any authority to make or give, any representation or warranty in relation to any lot.

The Auctioneers are prepared to advise intending purchasers and to execute bids on their behalf without charge for either service.

Artist's Resale Rights ("Droit De Suite")

The buyer agrees to pay the Auctioneer an amount equal to the resale royalty. Resale royalty applies to both a living artist and the estate of an artist for a period of 70 years after their death where the Hammer Price is €1,000 or more and the amount cannot be more than €12,500 per lot.

The amount is calculated as follows:

Royalty for the portion of the Hammer Price (in Euro)

4.00%	up to 50,000
3.00%	between 50,000 and 200,000
1.00%	between 200,000 and 350,000
0.50%	between 350,000 and 500,000
0.25%	in excess of 500,000