

CONDITIONS OF SALE FOR INTENDING BUYERS

All auction lots within this catalogue are sold subject to the following conditions of sale, whether or not the item is bid for at auction or purchased any time after the auction. Potential bidders/purchasers are advised not to bid or purchase subsequent to the auction if they do not agree to abide by these conditions of sale.

1. A buyer's premium of 20% of the hammer price, plus 2% G.S.T. applies to the sale, to be paid in addition to the hammer price.
2. All persons intending to bid must obtain a bidding number by registering their name, address and telephone number with the auctioneer.
3. If instructed, we will execute bids, via telephone or left bid, on behalf of a potential purchaser.
4. Lots are sold "as is". The auctioneer and vendors make no representation as to the condition of any lot, and are not responsible for any errors of description, genuineness or imperfections of any lot sold. This clause is subject to Condition 7. Generally, faults and imperfections are not noted in the catalogue. Statements within the catalogue are statements of opinion only. Measurements are approximate.
5. Subject to any reserve price, the highest bidder shall be the purchaser. However, should there be a dispute the auctioneer reserves the right to re-auction the lot.
6. Subject to condition 7, sales cannot be cancelled for any reason.
7. (a) However, if within 14 days of this sale the buyer returns the lot in the same condition as it was purchased and also tenders a written opinion from a competent expert acceptable to the auctioneer that the lot is a forgery, then the purchase price will be refunded.
The auctioneer and vendor will not be held liable for any costs incurred by the purchaser or any claims for damages as a result of any loss by the purchaser. The full limit of any claim by the purchaser is strictly limited to the purchase price and any buyer's premium.
(b) If the purchaser chooses to use any bidding service, (for example, "ATG" or "Invaluable"), or engages any service whatsoever, (for example, freight, repair, consulting etc), that results in the auctioneer being invoiced, then this cost will be borne by the purchaser.
8. A defaulting purchaser shall be responsible for all costs attached to any resale.
9. Risk and responsibility for an auction lot passes to the purchaser upon the fall of the auctioneer's gavel.
10. Any heritage, export or import licences or certification are the sole responsibility of the purchaser. Applications, whether positive or negative, have no bearing upon a purchaser's obligation to pay for their auction lots. The purchaser's bid is wholly unconditional.
11. The auctioneer acts as agent for the vendor. The sale contract is between the purchaser and the vendor.
12. The vendor shall have the right to bid via the auctioneer or the vendor's agent.
13. Visits to our premises are at the visitor's risk. The buyer is responsible for any damage to property or person during their visit to our premises.
14. This is a G.S.T. inclusive sale. The G.S.T. status of the vendor of any lot can be ascertained before purchase and will be noted on the purchase receipt.

PAYMENT

15. Payment is to be made by cash, direct deposit or bank cheque. Personal cheques are acceptable for limited sums only when the purchaser is well known to the auctioneer and is solely at the auctioneer's discretion. Alternatively lots are available after non bank cheques have been cleared. Visa, MasterCard and Eftpos are acceptable, subject to Condition 16 below.
16. Dependent on the symbol presenting on the card different fees will apply to the total amount. Cards displaying an eftPOS symbol will incur no fee, Mastercard or VISA symbol will incur a 0.892% fee and finally American Express symbol will incur a 1.75% fee. International, Super Premium, or Diamond credit cards, 2.4%.
17. Credit card payment over the telephone or without the physical presentation of the credit card is only available at the auctioneer's discretion where the purchaser is well known to the auctioneer.
18. **Payments from overseas must be by direct credit to the auctioneer's nominated bank account, as per the invoice.**
19. Purchasers are required to pay in full and remove their lot within 2 days (not working days) of this sale. The buyer acquires title for the lot upon the auctioneer receiving full cleared funds.
20. The buyer will pay interest at a rate of 5% per month or part thereof on any payments outstanding after 2 days.
21. A storage fee of \$20.00 may be charged for uncollected purchases after 2 working days and thereafter, \$5.00 per lot, per day. If, after 7 days from purchase, a buyer has not removed their lot from the auctioneer's premises, the auctioneer shall be permitted to engage a third party to remove and store the items. The purchaser to be responsible for all costs, to be paid before the said items can be released to the purchaser.

CATALOGUE TERMS

- The full first name or names and the surname of the artist: in our opinion a work by the artist.
- Works denoted " * " are usually reserved for overseas works. Clause "5" of these conditions is voided for works so denoted. This is because the auctioneer is not qualified to express any opinion regarding such works, due to their foreign nature.
- Works in the "Manner of", "school of", or "After" another artists work, or bearing a non genuine signature will be described as such within the catalogue entry.

Business Hours: Monday - Friday 9.30am - 5pm - Auction collections from 10am