

INFORMATION FOR BUYERS

The following informative notes are intended to assist buyers, particularly those inexperienced or new to our salerooms. Our staff will be happy to advise you if there is anything you do not fully understand.

Payment

If you are a first-time buyer we will need your name, address, full contact details and bank details and will require funds to be cleared before purchases can be released.

For those attending the sale we ask that all lots are paid for in full on the day of the Auction.

Commission and Internet bidders should check the success of their bids as soon as possible and forward payment within **five working days** of the Auction.

Payment methods

The following methods of payment may be made:

- ♦ Payment in cash up to a limit of £10,000.
- ♦ Personal cheques, but these must clear before the removal of goods and this may take up to 8 working days.
- ♦ Debit Cards
- ♦ Credit Cards
- ♦ Bank Transfers can be made via:

Barclays

Account number 03598675

Sort code 20-26-34

IBAN no GB35BARC20263403598675

BIC code BARCGB22

PLEASE NOTE THAT THERE IS A LIMIT OF £300 FOR OVERSEAS BUYERS ON BOTH DEBIT AND CREDIT CARDS.

Removal

All lots should be paid for and collected by 5pm by the Friday following the sale. Commission bidders are asked to check the success of their bids and arrange payment and collection within this time. Items not removed within one week may be removed at the purchaser's expense. The removal charge is £10 per lot. The storage charge is £1 per lot, per day. We can recommend a number of furniture and goods carriers.

Dispatch

The auctioneers are able to pack and dispatch purchases in some cases, please contact us before the auction to discuss.

Agency

As auctioneers we usually contract as agents for the seller whose identity, for reasons of confidentiality, is not normally disclosed. Accordingly if you buy your primary contract is with the seller.

Estimates

Estimates are designed to help buyers gauge what sort of sum might be involved for the purchase of a particular lot. The lower estimate may represent the reserve price and certainly will not be below it. Estimates do not include the Buyers Premium or VAT. Estimates are prepared some time before the sale and may be altered by announcement before the sale. They are in no sense definitive.

Buyers Premium

The Conditions of Sale oblige buyers to pay a buyer's premium at 19% on the hammer price of each lot purchased. In addition, VAT is charged on this premium.

Condition of Lots

We are, primarily, agents for the seller. We are dependent on information provided by the seller and whilst we may inspect lots and act reasonably in taking a general view about them, we are normally unable to carry out a detailed, or any, examination of lots in order to ascertain their condition in the way in which it would be wise for a buyer to do. Intending buyers have ample opportunity for inspection of goods and, therefore, accept responsibility for inspecting and investigating lots in which they may be interested. Please note carefully the exclusion of liability for the condition of lots contained in the Conditions of Sale. Neither the seller nor we, as the auctioneers, accept any responsibility for their condition. In particular, mechanical objects of any age are not guaranteed to be in working order.

However, in so far as we have examined the goods and make a representation about their condition, we shall be liable for any defect which that examination ought to have revealed to the auctioneer but which would not have been revealed to the buyer had the buyer examined the goods. Additionally, in specified circumstances, lots misdescribed because they are 'deliberate forgeries' may be returned and repayment made. There is a 2 week time limit. (The expression 'deliberate forgery' is defined in our Conditions of Sale).

Condition Reports

We may be able to assist buyers unable to view by posting or e-mailing a condition report. We provide the information for guidance only, without legal obligation or prejudice to our standard terms and conditions of sale. Bishop & Miller Auctioneers cannot be held responsible for damage or faults that may be missed during our inspection of the item(s) in question. You should not rely upon this report when deciding whether or not to make a bid. Condition reports do not include manufacturing defects that occurred during the production of the item. Please note that any attached illustrations are intended as a guide only. Colours and general appearance may differ from the original item(s). We strongly recommend that you inspect the lot yourself and consult an independent professional conservator or restorer. Condition reports cannot be prepared on day of sale. Please see our Conditions of Sale.

Electrical Goods

These are sold as 'antiques' only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first.

Clocks, Watches and other Mechanical Objects

Bishop & Miller Auctioneers Ltd cannot guarantee the working condition of clocks, watches or any other mechanical objects.

Export of Goods

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 such as ivory.

Buyers Registration

All attending buyers are asked to collect a bidding paddle before the commencement of the sale. Should you be the successful buyer of any lot please ensure that your paddle can be seen by the Auctioneer. Please return your paddle at the end of the sale.

Commission Bidding

Commission Bids may be left with the auctioneers indicating the maximum amount to be bid excluding buyers' premium. They will be executed as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids the auctioneers may prefer the first bid received. Please enquire in advance about our arrangements for the leaving of commission bids by telephone or e-mail. All absentee bids should be received before the auction commences, we cannot guarantee to accurately execute bids received once the auction has commenced. All email bids must be received by no later than 9.30am on the morning of the sale.

Telephone Bidding

If you are unable to attend the auction it may be possible to bid on the telephone for higher value lots.

The number of lines is limited so we would urge serious telephone bidding only and ask that you be prepared to bid over the top estimate.

It would be advisable to leave a maximum covering bid in case we are not able to contact you by telephone. All lines must be booked and confirmed in writing before the day of the auction and preferably some time in advance.

Telephone bidding involves many variables and whilst we take every care to ensure the smooth running of this service, we cannot be held liable if your bids are missed for any reason.

Online Bidding

Bishop & Miller Auctioneers offers an online bidding service via the-saleroom.com for bidders who cannot attend the sale. In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Bishop & Miller Auctioneers you:

(a) authorise Bishop & Miller Auctioneers, if they 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

(b) confirm that you are authorised to provide these credit card details to Bishop & Miller Auctioneers through www.the-saleroom.com and agree that Bishop & Miller Auctioneers 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 3% commission charge + VAT at the rate imposed on the hammer price

IMPORTANT NOTICES

Removal of lots

ALL lots are to be removed from the premises by 5.00pm at the latest on the Friday following each sale. Bishop & Miller Auctioneers retain the right to remove lots remaining after this time into safe storage, for which a charge will be made.

Electrical Goods

All electrical goods offered in this sale have either been tested and certified by an appropriately qualified electrician or have been operationally disabled. We would strongly advise that any intended re-commissioning is undertaken by an appropriately qualified electrician.

Post 1950 Furniture

All items of furniture included in this sale are offered for sale as works of art. The items may not comply with the Furniture and Furnishings (Fire) Safety Regulations 1988 and for this reason, they should not be used in a private dwelling.

Furniture made of Brazilian Rosewood (Dalbergia Negra)

To comply with CITES Regulations on post-1947 furniture made of Brazilian Rosewood, all post-war Rosewood furniture items have article 10 certificates.

If you are purchasing Rosewood furniture for commercial purposes and not solely for your own use, CITES regulations require you to obtain your own certificate. You would need to contact the Animal Health and Veterinary Laboratories Agency (AHVLA) and, as part of the process of obtaining your document, it is a requirement that you have seen sight of the Bishop & Miller certificate or are aware of its reference number. It is therefore the responsibility of commercial buyers to ensure that they obtain a copy of the appropriate certificate, or the certificate reference number, after purchase from Bishop & Miller Auctioneers.

CONDITIONS OF SALE

Bishop & Miller Auctioneers carries on business with bidders, buyers and all those present in the auction room prior to or in connection with a sale on the following General Conditions and on such other terms, conditions and notices as may be referred to herein.

1 Definitions

In these Conditions:

- a. "auctioneer" means the firm of Bishop & Miller Auctioneers or its authorised auctioneer, as appropriate;
- b. "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 sale had a value materially less than it would have had if it had been in accordance with the description;
- c. "hammer price" means the level of bidding reached (at or above any reserve) when the auctioneer brings down the hammer;
- d. "terms of consignment" means the stipulated terms and rates of commission on which Bishop & Miller Auctioneers accepts instructions from sellers or their agents;
- e. "total amount due" means the hammer price in respect of the lot sold together with any premium. Value Added Tax chargeable and any additional charges payable by a defaulting buyer under these Conditions;
- f. "sale proceeds" means the net amount due to the seller, being the hammer price of the lot sold less commission at the stated rate. Value Added Tax chargeable and any other amounts due to us by the seller in whatever capacity and however arising;
- g. "You", "Your", etc refer to the buyer as identified in Condition 2.
- h. The singular includes the plural and vice versa as appropriate.

2. Bidding procedures and the buyer

- a. Bidders are required to register their particulars before bidding and to satisfy any security arrangements before entering the auction room to view or bid.
 - b. The maker of the highest bid accepted by the auctioneer conducting the sale shall be the buyer at the hammer price and any dispute about a bid shall be settled at the auctioneer's absolute discretion by reoffering the Lot during the course of the auction or otherwise.
 - c. Bidders shall be deemed to act as principals.
 - d. Once made no bid may be withdrawn.
- (1) Our right to bid on behalf of the seller is expressly reserved up to the amount of any reserve and the right to refuse any bid is also reserved.

3. Increments

Bidding increments shall be at the auctioneer's sole discretion.

4. The purchase price

The buyer shall pay the hammer price together with a premium thereon of 19% plus VAT on the premium at the rate imposed by law.

5. Value Added Tax

Value Added Tax on the hammer price is imposed by law on all items affixed with an asterisk or double asterisk. Value Added Tax is charged at the appropriate rate prevailing by law at the date of sale and is payable by buyers of relevant Lots.

6. Payment

(1) Immediately a Lot is sold you will:

- a. give to us, if requested, proof of identity, and
- b. pay to us the total amount due in cash or in such other way as is agreed by us.

(2) Any payments by you to us may be applied by us towards any sums owing from you to us on any account whatever without regard to any directions of you or your agent, whether express or implied.

7. Title and collection of purchases

- (1) The ownership of any Lots purchased shall not pass to you until you have made payment in full to us of the total amount due.
- (2) You shall at your own risk and expense take away any lots that you have purchased and paid for not later than 3 working days following the day of the auction after which you shall be responsible for any removal, storage and insurance charges.
- (3) No purchase can be claimed or removed until it has been paid for.

8. Remedies for non-payment or failure to collect purchases

If any Lot is not paid for 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:

- a. to proceed against you for damages for breach of contract;
- b. to rescind the sale of that Lot and/or any other Lots sold by us to you;
- c. 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;
- d. to remove, store and insure the Lot at your expense and, in the case of storage, either at our premises or elsewhere;
- e. 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;
- f. to retain that or any other Lot sold to you until you pay the total amount due;
- g. to reject or ignore bids from you or your agent at future auctions or to impose conditions before any such bids shall be accepted;
- h. 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.

9. Third party liability

All members of the public on our premises are there at their own risk and must note the layout of the accommodation and security arrangements. Accordingly neither the auctioneer nor our employees or agents shall incur liability for death or personal injury (except as required by law by reason of our negligence) or similarly for the safety of the property of persons visiting prior to or at a sale.

10. Commission bids

Whilst prospective buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular Lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we will if so instructed clearly and in writing execute bids on their behalf. Neither the auctioneer nor our employees or agents shall be responsible for any neglect or default in doing so or failing to do so. Where two or more commission bids at the same level are recorded we reserve the right in our absolute discretion to prefer the first bid so made.

11. Warranty of title and availability

The seller warrants to the auctioneer and you that the seller 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.

12. Agency

The auctioneer normally acts as agent only and disclaims any responsibility for default by sellers or buyers.

13. Terms of sale

The seller acknowledges that Lots are sold subject to the stipulations of these Conditions in their entirety and on the Terms of Consignment as notified to the consignor at the time of the entry of the Lot.

14. Descriptions

(1) Subject to the next following Condition concerning deliberate forgeries, any representation or statement by us in any catalogue as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price is a statement of opinion only. Prospective buyers are given ample opportunities to view and inspect before any sale and prospective buyers must satisfy themselves as to all such matters. Neither the auctioneer nor its employees or agents nor the seller accept liability for the correctness of such opinions and all conditions and warranties, express, implied or statutory are hereby excluded.

(2) Private treaty sales made under these Conditions are deemed to be sales by auction for purposes of consumer legislation.

15. Forgeries

Notwithstanding the preceding Condition, any Lot which proves to be a deliberate forgery (as defined) may be returned to us by you within 10 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. If we are satisfied from the evidence presented that the Lot is a deliberate forgery we shall refund the money paid by you for the Lot including any buyer's premium (but not the amount of any consequential loss, damages, expenses or interest) provided that (1) if the catalogue description reflected the accepted view of scholars and experts as at the date of sale or (2) you personally are not able to transfer a good and marketable title to us, you shall have no rights under this condition.

General

16. We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.

17. Any indemnity or exclusion under these Conditions shall extend to all actions, costs, expenses, claims and demands whatsoever suffered or incurred by the person entitled to the benefit of it and the auctioneer declares itself to be a trustee of the benefit of every such clause so far as it is expressed to be for the benefit of its employees and agents.

18. Any notice to any buyer, seller, bidder or viewer may be given by first class mail or email in which case it shall be deemed to have been received by the addressee 48 hours after posting.

19. Special terms may be used in catalogue descriptions of particular classes of items in which case the descriptions must be interpreted in accordance with any glossary appearing at the commencement of the catalogue.

20. Any indulgence extended to bidders, buyers or sellers by us notwithstanding the strict terms of these Conditions or of the Terms of Consignment shall affect the position at the relevant time only and in respect of that particular concession only; in all other respects these Conditions shall be construed as having full force and effect.

21. English law applies to the interpretation of these Conditions.