

GLYN JONES AUCTIONS TERMS AND CONDITIONS

PAYMENT TERMS - WE REQUIRE PAYMENT BY CLOSE OF BUSINESS (4 PM) ON THE DAY FOLLOWING THE SALE

COLLECTION OF GOODS - WE REQUIRE PURCHASED ITEMS TO BE COLLECTED ON THE DAY OF SALE OR ON THE DAY FOLLOWING THE SALE OR ON THE MONDAY IMMEDIATELY FOLLOWING THE SALE - HOURS FOR COLLECTION 9 AM TO 4 PM. COLLECTIONS AT ANY OTHER TIME ARE STRICTLY BY APPOINTMENT ONLY - ANY ITEMS NOT COLLECTED BY 4 PM ON THE MONDAY FOLLOWING THE SALE MAY BE RE-SOLD AT ANY STAGE THEREAFTER AND/OR STORAGE CHARGES OF £5 PER ITEM PER DAY WILL BE ADDED WITHOUT NOTICE

THIRD PARTY LIABILITY

Every person on Glyn Jones Auctions premises at any time shall be deemed to be there at his or her own risk. He or she shall have no claim against Glyn Jones Auctions in respect of any accident which may occur or injury, damage or loss howsoever caused, save insofar as the injury, damage or loss shall be caused by the direct negligence of Glyn Jones Auctions employees.

STANDARD CONDITIONS OF SALE

1. DEFINITIONS

2. In these conditions Glyn Jones Auctions, who act only as auctioneers and agents for the vendor, are called "The Auctioneers", and the representative of Glyn Jones Auctions conducting the auction is called "The Auctioneer".

3. GENERAL

4. Whilst Glyn Jones Auctions make every effort to ensure the accuracy of their catalogue and the description of any lot:

1. Each lot as set out in the catalogue or as divided or combined with any other lot or lots is sold by the vendor with all faults, imperfections and errors of descriptions.
2. Glyn Jones Auctions do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot, unless they have been instructed in writing by the vendor so to certify, and in such case the Auctioneers do so as agents of the vendor and are not themselves responsible for such claims.
3. All statements, whether printed in the catalogue or made orally, as to any of the matters set out in (2) above are statements of opinion only and are not to be taken as being or implying any warranties or representations of fact by Glyn Jones Auctions, unless they have been instructed in writing by the vendor so to certify, and in such case the Auctioneers do so as agents of the vendor and are not themselves responsible for such claims.
4. Any claim under any Statute must be received in writing by the Auctioneer within five days of the day of the sale.
5. Glyn Jones Auctions reserves the right to perform an 'Anti Money Laundering' check on all new clients, it is incumbent upon the client to provide sufficient information to facilitate this search. Glyn Jones Auctions reserve the right to refuse new clients based on the results of this search without in any case giving any reason or without previous notice.

5. THE AUCTION

1. The Auctioneer has absolute discretion to divide any lot, to combine any two or more lots or to withdraw any lot or lots from the sale, to refuse bids, regulate bidding or cancel the sale without in any case giving any reason or without previous notice. He may bid on behalf of the vendor for all goods which are being offered subject to reserve or at the Auctioneers discretion.

2. The highest bidder shall be the buyer except in the case of a dispute. If during the auction the Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or to re-offer the lot. The Auctioneer may at his sole discretion determine the advance of bidding or refuse a bid.

3. Each lot is put up for sale subject to any reserve price placed by the vendor. Where there is a reserve price (but not otherwise) the Auctioneer may bid on behalf of the vendor.

4. All conditions, 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.

6. RESCISSION

7. Notwithstanding any other terms of these Conditions, if within five days after the sale Glyn Jones Auctions have received from the buyer of any lot notice in writing that in his view the lot is a deliberate forgery that differs from the catalogue description and within fourteen days after such notification the buyer returns the sale to Glyn Jones Auctions in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the buyer, satisfies Glyn Jones Auctions that considered in the light of entry in the catalogue the lot is a deliberate forgery, then the sale of the lot will be rescinded and the purchase price of the same refunded.

8. DEFAULT

1. In the event of a sale by private treaty both the vendor and the buyer agree to be bound by the General and any Special Conditions of Sale.

VENDORS CONDITIONS

9. INSTRUCTIONS

1. All goods delivered to Glyn Jones Auctions saleroom premises will be deemed to have been delivered for sale by auction unless previously stated in writing and sold at the discretion of Glyn Jones Auctions in a capacity as auctioneers and they will be deemed to have been accepted by Glyn Jones Auctions for sale subject to the Conditions of Sale as displayed at the Saleroom supplied with the entry form of items entered off the saleroom premises, or such variation thereon as may from time to time be announced. Delivery of the goods to Glyn Jones Auctions by and on behalf of a vendor shall be deemed to represent acknowledgement that he or she has accepted and agreed to be bound by the said Conditions of Sale.

2. Glyn Jones Auctions reserve the right to refuse entry of items deemed to be unsaleable, unfit for purpose or below standard.

3 All items entered into any auctions conducted by Glyn Jones Auctions must be in the sole ownership of the vendor regardless of whether an entry form has been completed. Vendors accept that by consigning goods to the auction they are the rightful owner of those items with no legal impediment to prevent their sale and that they agree to be bound by these conditions of sale

4 Glyn Jones Auctions accept no liability or responsibility for any items entered into any of their auctions that subsequently are proven to be stolen goods.

5 Glyn Jones Auctions reserve the right to refuse to transfer the vendor and proceeds of sale of goods to a third party vendor after the auction has been held.

10. COLLECTIONS

Glyn Jones Auctions disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods and for damage to premises caused by the contractor who should be insured for such risks. Unless instructions are received to the contrary the charge for these services will be deducted from the proceeds of the sale.

11. LOSS OR DAMAGE

Glyn Jones Auctions disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods unless caused by the direct negligence of their employees.

12. STORAGE

Glyn Jones Auctions reserve the right to sell/store or arrange for sale/storage of goods delivered to them for sale either on their own premises or elsewhere at their discretion. They exempt themselves from any liability for loss or damage to goods delivered to their salerooms without sufficient sale instructions and reserve the right to make a minimum storage charge at £5.00 plus VAT per lot per day for such goods (unless the loss or damage is caused by the negligence of their employees).

13. RIGHT TO SELL

Vendors will be charged for goods left on the premises if the vendor has been requested to remove them and if the goods are not removed by 5pm on the Friday of the week of sale Glyn Jones Auctions reserve the right to sell the goods to cover costs and storage charges or dispose of the goods if they are of no saleable value and charge the owners of the goods for disposal.

14. RECISSION

If before Glyn Jones Auctions remit the "sale proceeds" to the seller, the buyer makes a claim to rescind the sale under the Terms & Conditions of Sale if appropriate and Glyn Jones Auctions are of the opinion that the claim is justified, Glyn Jones Auctions are authorised to rescind the sale and refund to the buyer any amount paid to Glyn Jones Auctions in respect of the lot.

15. UNSOLD LOTS

If lots offered for sale by Glyn Jones Auctions fail to sell, The seller shall make arrangements either to re-offer the lot for sale if deemed suitable for reoffer by Glyn Jones Auctions or to collect the lot.

16. LOSS AND DAMAGES

In respect of any article delivered to Glyn Jones Auctions if the vendor has in force a policy or policies of insurance in which the article is specifically mentioned as being insured, whether or not for an agreed sum or value, the vendor shall notify his insurers of and shall himself note Glyn Jones Auctions interest as bailees in such policy or policies.

17. RESERVES AND UNSOLD ITEMS

1. All goods are put up for sale without reserve at the Auctioneer's discretion unless clear written instruction on an entry form as to reserves are received by Glyn Jones Auctions prior to the commencement of the sale.

2. Reserves below £50 will only be accepted at the Auctioneers discretion and in any event no responsibility will be undertaken for such reserves below £50. In all cases the Auctioneer reserves the right to sell within 10% of the reserve price.

3. The Auctioneers reserve the right to sell without reserve any item that has failed to reach the reserve price and has not been removed by the vendor within five days of their first offering for sale. Reserved items may be re-entered at the sole discretion of and by agreement with the auctioneers.

4. The Auctioneers reserve the right to dispose of any lot that fails to attract a bid and to charge the vendor for such disposal unless they are collected within five days of their first offering for sale.

18. INDEMNITY

The vendor shall duly indemnify Glyn Jones Auctions against any claims in connection with any goods sold by Glyn Jones Auctions on the vendor's behalf.

19. ELECTRICAL AND GAS GOODS

No warranty whatsoever is given on electrical and gas powered goods and it is the buyer's responsibility to ensure that an appropriate electrical or gas test is undertaken by a suitably qualified technician prior to use.

The seller of electrical or mechanical goods warrants and undertakes to Glyn Jones Auctions that at the date on which the same are consigned to Glyn Jones Auctions except where previously disclosed to Glyn Jones Auctions the same are safe if reasonably used for the purpose for which they were designed and free from any defect not obvious on external inspection which could prove dangerous to human life or health and will indemnify Glyn Jones Auctions, its servants and agents against any loss or damage suffered by any of them in consequence of any breach of the above warranty and undertaking. Furthermore all electrical goods will be sold electrically untested and cables severed where deemed necessary by Glyn Jones Auctions.

20. RIGHTS TO PHOTOGRAPHS AND ILLUSTRATIONS

The vendor gives Glyn Jones Auctions full and absolute right to photograph and illustrate any lot placed in its hands for sale and to use such photographs and illustrations any photographs provided by the vendor at any time at its absolute discretion (whether or not in connection with the auction).

19. PROCEEDS OF SALE

1. Glyn Jones Auctions undertakes to pay the vendor the proceeds of sale, less commission, and other notified deductions, as displayed, irrespective of whether payment has been received from the purchaser.

2. Glyn Jones Auctions will levy a £5 administration fee for each payment by cheque that is posted to the vendor. Payments by Bank transfer will incur no charge

20. LOT WITHDRAWAL

In the event of a vendor withdrawing a lot the Auctioneers reserve the right to charge full commission and buyer's premium at the Auctioneer's estimated value of the lot. The Auctioneers reserve the right to exercise a lien on items until such payment is made

21. VALUE ADDED TAX

Where the vendor is registered for VAT purposes and enters any goods for Sale which are not technically household chattels, we are obliged by law under these circumstances to charge VAT at the prevailing rate and in addition to the Sale price as knocked down. This tax will be paid to the Vendor who will be obliged to account to the Customs & Excise office. This information must be supplied to the Auctioneer on or prior to delivery of the goods.

BUYERS CONDITIONS

22. INSPECTION

Each buyer on making a bid for a lot acknowledges that he has satisfied himself fully before bidding by inspection or otherwise as to all the Sale Conditions the physical condition of and description of the lot including but not restricted to whether the lot is damaged or has been repaired or restored.

23. PROPERTY AND RISK

Legal title will not pass to the buyer until the lot(s) has been paid for in full and the Auctioneers shall be entitled to a lien on any lot sold until the purchase price (as defined in 26 below) is paid in full but each lot is at the sole risk of the buyer from the fall of the hammer.

Each buyer shall forthwith give his full names and permanent address and if called upon to do so by the Auctioneer shall forthwith pay to Glyn Jones Auctions such proportion of the purchase price as the Auctioneer may require. If the buyer fails to do so, the lot may at the Auctioneer's discretion be put up again and re-sold. The buyer will be liable to pay any loss on the resale on such items

24. PRINCIPAL

Every bidder shall be deemed to act as principal unless there is in force a written acknowledgement by Glyn Jones Auctions that he acts as agent on behalf of a named principal.

25. REMOVAL OF GOODS

1. No purchase shall be claimed or removed until it has been paid for and the sale has been concluded. All purchases shall be paid for and removed at the buyer's risk and expense by the end of the second working day after the sale, failing which the Auctioneer shall not be responsible if the same are lost, stolen, damaged or destroyed, and all lots not so removed shall remain at the risk of the buyer and subject to a minimum warehousing charge of £5.00 per lot per day plus VAT. If they are not paid for and removed within seven days of the sale the Auctioneer may re-sell them by auction or privately without notice to the buyer.

2. In the event of any failure of the buyers to comply with any of the above conditions the damages recoverable by the seller or the Auctioneers from the defaulter shall include any loss arising on any re-sale of the lot, together with the charges and expenses in respect of both sales, and together with interest at 2% above Base Rate upon the price of any lot which has not been paid for within 48 hours of the sale, and any money deposited in part payment shall be held by the Auctioneers on account of any liability of the defaulter to them or to the seller. The Auctioneers are unable to accept payment from successful bidders other than bank transfer, debit card or cash in pounds sterling. The Auctioneers reserve the right to refuse payment by any other means.

26. PURCHASE PRICE

1. The purchaser of any lot shall pay the hammer price plus a premium (together with VAT on the premium for all lots and on the hammer price if applicable to that lot). The premium shall be calculated at 20% (16.66% plus VAT) on the hammer price of each lot. The premium at the appropriate rate is payable by all purchasers. The vendor authorises the Auctioneer to deduct commission and expenses at the agreed rates from the hammer price and the purchaser and the vendor acknowledge Glyn Jones Auctions right to retain the premium payable by the purchaser.
2. Not only will any bidder or purchaser at any sales be deemed to be purchasing, or to have purchased, in full knowledge of, and agreement with, these and any other printed or announced conditions of sale, they will also be deemed to be in full knowledge of, and agreement with, such other conditions of sale as are on display during normal office hours on the website and in the offices of the Auctioneers.
3. The auctioneers' bankers are HSBC. Please forward payment by transfer to the credit of 'Glyn Jones Auctions' – Account (fill in) sort code (fill in)
Please quote your customer number and the sale date as reference.
4. If the auctioneer finds it necessary to use solicitors or other professional parties to recover any outstanding accounts or any other charges or expenses, the purchaser will, in addition, be required to pay for such costs incurred and shall indemnify the auctioneer in respect of the same.
5. Should an account or any other charges or expenses not be paid on its respective due date, then the auctioneer will be entitled to damages as set out as compensation in the Late Payment of Commercial Debts (Interest) Act 1998 and contractual interest pursuant to said Act or any successor legislation, from the day of

sale until settlement. If the said Act does not apply as the purchaser is a consumer then the auctioneer reserves the right to charge interest at the rate set out in said Act (for the avoidance of doubt interest may be charged at 8% above the Bank of England base rate during the period in which the account and/or any other charges or expenses are due).

6. Online Internet bidding – any purchaser bidding online needs to satisfy themselves with the terms, conditions and charges of the internet auction site provider. These terms, conditions and charges are in addition to those levied by Glyn Jones Auctions. When an online bid has been made using the internet providers site it cannot be rescinded unless a genuine dispute is identified by the buyer. The buyer needs to be aware that pressing the bid button on the internet providers site will enter them into a fully binding contract in relation to the item that the bid was entered on should that bid be successful. It is the buyers sole responsibility to ensure that they are bidding on the correct lot. It is the buyers responsibility to ensure that they are accepting the current bid price before they press the online bid button

27. RIGHT OF ADMISSION

1. The right is reserved to refuse admission to the saleroom premises and any used by Glyn Jones Auctions without giving a reason.

2. Any person bringing onto any premises used by Glyn Jones Auctions any hazardous substances must provide the relevant information for use by the Auctioneers, members of the public and prospective purchasers. Vendors of all goods are reminded of their duty to comply with relevant Health & Safety Acts. Purchasers are reminded that any second hand goods purchased through an auction sale should be thoroughly checked by a competent person before use.

28. AUCTIONEERS NOTICE

1. At all times prior to the fall of the hammer chattels remain the responsibility of the vendor and thereafter the responsibility of the purchaser at no time other than when due care is expected of an agent do auctioneers accept responsibility.

2. The insurance of chattels is always the duty of the owner.

29. ESTIMATES

The estimated selling price for each lot is available upon request. The estimates are prepared well in advance of the sale and are not definitive and are subject to revision.

30. STORAGE CHARGES

Buyers are reminded that storage charge of a minimum of £5.00 plus VAT per lot per day will be levied on all lots that are not collected in accordance with the Conditions of Sale (see clause 25.2 above).

31. BIDS

We will be pleased to execute bids on behalf of intending buyers, and no charge is made for this service. Lots will be purchased as cheaply as permitted by other bids and reserves. Bids must be submitted to the Office at least half an hour before the sale commences, and should be entered on the form provided. Bids left by telephone will be accepted only on the condition that they are at the sender's risk, and must in any case be confirmed in writing.

32. PAYMENT

Payment must be made by the end of the next working day following the sale in which the goods have been purchased.

33. ELECTRICAL GOODS

It is essential that those lots in this sale which are originally operated by mains electricity be checked by the buyer prior to use. They may not comply with the statutory requirement and as such are offered for sale solely for display or historical research purposes.: These lots are not suitable for connection to the mains electricity supply. Glyn Jones Auctions cannot accept responsibility for any act of the buyer in contravention of the above.

34. CONDITION REPORTS

If you would like an opinion on the condition of any lot prior to purchasing, or if you are unable to attend the sale and would like a condition report please request this and we will send a written condition report by email. No verbal condition reports will be given. Glyn Jones Auctions accept no responsibility for any error or difference of opinion on any report given and they are given as guidance only.

35. UPHOLSTERED GOODS, BEDS AND OFFICE EQUIPMENT

The Auctioneers reserve the right to charge an offering fee of £30 plus VAT per item on the above goods as their sole discretion. This charge is non-refundable and will be charged prior to the acceptance of goods onto the sale premises. Any further charges incurred in the disposal of such items in the event of non-sale will be payable by the vendor.

36 DEPOSITS

1 Glyn Jones Auctions reserve the right to charge a deposit, payable at the fall of the hammer. The deposit will be a maximum of the full amount owed or any percentage of that figure in accordance with particular lot conditions as displayed and instructed prior to sale. Failure to pay the required deposit by the end of the date of sale may result in legal recovery proceedings for any loss on resale.

2 should the buyer fail to complete the sale by paying in full for the item by the date required in the sale description and conditions, the Auctioneers reserve the right resell the item/s, to retain the full deposit and to take legal recovery action for any loss on resale.

The Artists Resale Right (A.R.R.) or Droit de Suite

The use of ARR in a description warns the buyer that an extra charge will be payable.

Following the UK implementation of the EU Artist's Resale Right directive in February 2006 and the Derogation for Deceased Artists in January 2012, living artists and the heirs of those that died less than 70 years ago may receive a fraction of a resale royalty that is payable by you.

The payment is calculated on qualifying works of art which are sold for more than EUR 1,000. The actual qualifying threshold will be calculated by the Artist's Resale Right Service Hub based on the European Central Bank reference rate published at 2.15pm on the day of the sale, and can be found somewhere on www.dacs.org.uk

The royalty charge will apply if the hammer price is more than to UK sterling equivalent of EUR 1,000. The royalty will be added to the buyer invoice and must be paid before items can be released.

No handling costs or additional fees are retained by auctioneers despite having to do all the extra administration work pre and post sale. When we have done the unremunerated work for self described 'not-for-profit' collecting societies we send them the sum from which they will then extract their administration fees. Anything left over may go to benefit the artist or their family.

Portion of the hammer price (Euro's EUR)	Royalty Rate
1000 to 50,000	4%
50,000.01 to 200,000	3%
200,000.01 to 350,000	1%
350,000.01 to 500,000	0.5%
Exceeding 500,000	0.25%

VAT is not payable on this royalty charge. A maximum royalty charge is 12,500 EUR. Revised 4th January 2011.