

STANDARD CONDITIONS OF SALE

1. **Definitions.** In these Conditions Cuttlestones Auctioneer's act only as auctioneers and agents and the representative of Cuttlestones Auctioneer's conducting the auction is called "the auctioneer".
2. **General.** Whilst Cuttlestones Auctioneers make every effort to ensure the accuracy of their catalogues and the description of any lot:
 - a) 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 description.
 - b) Cuttlestones Auctioneers 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 buyer to so certify.
 - c) All statements whether printed in the catalogue or made orally as to any of the matters set out in b) above are the statements of opinion only and are not to be taken as being or implying any warranties of fact by Cuttlestones Auctioneers, unless they have been instructed in writing by the buyers to so certify.
3. **The Auction.**
 - a) 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.
 - b) The highest bidder shall be the buyer. The Auctioneer may at his sole discretion determine the advance of bidding or refuse a bid. If during the auction the Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or re-offer the lot.
 - c) Each lot is put up for sale subject to any reserve price placed by the vendor. Where there is no reserve price (but not otherwise) the seller has the right to bid either personally or by any one person (who may be the Auctioneer).
 - d) 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 to any bid being accepted for the lot.
4. **Rescission.** Notwithstanding any other terms or these conditions, if within seven days after the sale Cuttlestones Auctioneers, having received from the buyer of any lot in writing that in his view the lot is a deliberate forgery and within fourteen days after such notification the buyer returns the same Cuttlestones Auctioneers in the same condition as at the time of the sale and by producing evidence, the burden of proof to be upon the buyer, satisfied Cuttlestones Auctioneers that considered in the light of the 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. The vendor agrees to be bound by Cuttlestones Auctioneers decision.
5. **Default.** Cuttlestones Auctioneers disclaim responsibility for default by either the buyer or the vendor because they act as Auctioneers only and therefore, do not pay out to the vendor until payment is received from the buyer. Instructions given by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.
6. **Third Party Liability.** Every person on Cuttlestones Auctioneers premises at any time shall be deemed to be there at his own risk. He shall have no claim against Cuttlestones Auctioneers in respect of any accident which may occur or injury, damage or loss howsoever caused, save in so far as the injury Damage or loss shall be caused by the negligence of Cuttlestones Auctioneers employees.
7. **Premium.** The buyer shall pay the hammer price together with a premium of 15% of the hammer price (adjusted for VAT as necessary). The premium attracts VAT at the Standard Rate and is payable by all purchasers.

CONDITIONS OF SALE APPLICABLE TO SELLERS

8. **Commission Charges for Vendors are per lot and are as follows:**
A charge of £1 per lot and 15% of the Hammer Price for General Sale lots, and £2 per lot and 15% of the Hammer Price for Antique/Fine Art Sale lots. Commission Charges are subject to Standard Rate VAT.
9. **Instructions.** As Cuttlestones Auctioneers are auctioneers, all goods delivered to Cuttlestones Auctioneers premises will be deemed to be delivered for sale by auction unless otherwise stated in writing and will be catalogued and sold at Cuttlestones Auctioneers discretion and accepted by Cuttlestones Auctioneers subject to all the sale conditions. By delivering the goods to Cuttlestones Auctioneers for inclusion in their auction sales each vendor acknowledges that he or she has accepted and agreed to be bound by all these conditions.
10. **Reserves.** Cuttlestones Auctioneers will be pleased to advise on suitable protective reserves, but if no reserve has been received prior to the day of sale, the lot will be sold without reserve or at the discretion of the auctioneer. Reserves must be confirmed in writing or notified on the receipt at the time of delivery.
11. 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 within fourteen days of such request Cuttlestones Auctioneers reserve the right to sell the goods to defray costs and storage charges.
12. Cuttlestones Auctioneers reserve the right to store or arrange the storage of goods delivered to them for sale either on their own premises or elsewhere at their sole discretion. They exempt themselves from any liability for loss or damage to goods delivered to their salerooms without sufficient sale instructions.
13. All goods will be held insured against the risks of fire, burglary, and water damage. The value of the goods so covered shall be the gross amount realised or in the case of unsold lots the best bid, or in the case of withdrawn lots prior to a sale that which the specialised staff of Cuttlestones Auctioneers shall in their absolute discretion, estimate to be the auction value of goods.
14. The vendor will duly indemnify Cuttlestones Auctioneers in connection with any goods sold on the vendor's behalf.
15. Cuttlestones Auctioneers disclaim all responsibility for loss or damage of goods or for unauthorised removal of goods unless caused by negligence of their employees.
16. All lots to be at the sole risk and charge of the purchaser from the fall of the hammer, and such lots to be taken away with all faults, defects and errors in descriptions without any power of dispute, at the risk and expense of the purchaser. No purchaser shall be entitled to remove any lot until payment has been received in full for the lots purchased
17. Settlement is normally 3 weeks post auction less charges, provided Cuttlestones have been paid by the purchaser. VAT is applicable on all services.
18. Where the total amount payable to the Vendor after deductions is less than £2, Cuttlestones will not pay out, to defray administration costs.
19. All catalogued lots withdrawn prior to auction will incur a minimum £10 withdrawal fee if valued at under £50 or 15% of the lower estimate of items valued at over £50.
20. **Expenses:** Vendors agree to pay all costs relating to a) packing and shipping the lots to the saleroom or returned.
21. **Value Added Tax.** A vendor who sends for sale by auction any chattel(s) which is an asset of his own business must disclose to the Auctioneer whether or not he is a registered person for VAT purposes, and, if so, his registered number and whether or not he intends to operate the special scheme covering works of art etc. This information must be supplied to the Auctioneer on or prior to delivery of the goods.
22. **Electrical and Mechanical goods:** The seller or consignor of electrical or mechanical goods warrants and undertakes to Cuttlestones Auctioneer that at the date on which the same are consigned to the sale rooms, are expected safe if reasonable used for the purpose for which they were designed and free from any defect not obviously on external inspection which could prove dangerous to human life or health and will indemnify Cuttlestones Auctioneers its servants and agents against loss or damage suffered by any of them in consequence of any breach of the above warranty and undertaking, Cuttlestones Auctioneers reserve the right to make a minimum charge of £1 per item to have the goods checked for the safety of the item.
23. **Estimates:** All auction estimates and descriptions are subject to revision at any point up until sale.