INFORMATION FOR BUYERS AT AUCTIONS

1. Introduction

The following notes are intended to assist bidders and buyers, particularly those who are inexperienced or new to our salerooms. All our auctions are governed by our Conditions of Business incorporating the Terms of Consignment (primarily applicable to sellers), the Terms of Sale (primarily applicable to bidders and buyers) and any notices that are displayed in our salerooms or announced by the auctioneer at the auction. Our Conditions of Business are available for inspection at our salerooms and the Terms of Sale are printed on the front cover of our auction catalogues. Our staff will be happy to help you if there is anything in our Conditions of Business that you do not fully understand.

Please make sure that you read our Terms of Sale set out in this catalogue or on our website carefully before bidding in the auction. If your bid is successful, you will be obliged to comply with our Terms of Sale.

2. Agency

As auctioneers we usually act on behalf of the seller whose identity, for reasons of confidentiality, is not normally disclosed. If you buy at auction your contract for your purchase of the goods is with the seller, not with us as auctioneer.

3. Estimates

Estimates are designed to help you gauge what sort of sum might be involved for the purchase of a particular lot. Estimates may change and should not be thought of as the lot's value or predicted sale price. The lower estimate may represent the reserve price (the minimum price for which a lot may be sold) and will not be below the reserve price. Estimates do not include the buyer's premium or VAT (where chargeable). Estimates are prepared some time before the auction and may be altered by a saleroom notice or announcement by the auctioneer before the auction of the lot; they represent a matter of opinion and are not definitive.

4. Buyer's Premium

The Terms of Sale oblige you to pay a buyer's premium at 27.6% on the hammer price of each lot purchased. VAT is included in this premium (see below).

5. VAT

VAT rules are complicated, and you should take specialist advice if you are uncertain about their effect. The following paragraphs explain the VAT symbols used in our catalogues.

5.1. Items in our catalogue may be marked in the following ways:

a. (*) indicates that VAT is payable by the buyer on both the hammer price and the buyer's premium. VAT will be chargeable at the standard rate (presently 20%) for most lots. Qualifying books and some other printed materials will be charged at 0%. This imposition of VAT is likely to be because the seller is registered for VAT within the UK and is not operating the Dealers' Margin Scheme on their consignment to us.

b. (**) indicates that the lot has been imported from outside the UK using customs Temporary Admissions procedures. Import VAT of 5% (reduced rate due to nature of the lot) is due on the hammer price and VAT at 20% will be included in the buyer's premium. This VAT on the buyer's

premium cannot be itemised separately on our invoices. The successful bidder and therefore buyer of the lot will become its importer.

c. (!) indicates that the lot has been imported from outside the UK using customs Temporary Admissions procedures. Import VAT of 20% (higher rate) is due on the hammer price and VAT at 20% will be included in the buyer's premium. This VAT on the buyer's premium cannot be itemised separately on our invoices. The successful bidder and therefore buyer of the lot will become its importer.

d. Lots which do not display one of the above symbols (referred to herein as unmarked lots) have no VAT payable on the hammer price. This is because such lots are sold using the Auctioneers' Margin Scheme. Therefore, VAT at the standard rate is included within the premium and will not be shown separately on our invoice or be recoverable as input tax.

5.2. For the items marked (**) or (!), buyers registered for VAT in the UK should notify and instruct their shipping agents to complete the import into the UK under the buyer's VAT registration so that HMRC can issue a form C79. The charge on our invoice for the import VAT is not sufficient evidence to make a claim for the import VAT.

6. Refunds of VAT

6.1. For buyers from outside the UK, the VAT charged on the hammer price and buyer's premium can be refunded so long as the buyer has:

a. Registered to bid with an address outside the UK; and

b. Discussed with us the proof of export we require and the timeframes to complete the export.

6.2. Once we are satisfied that the requirements referred to in Clause 6.1 have been met, and with the proof of export provided, the following VAT will be refunded:

a. For lots marked (*): The VAT on the hammer price and on the buyer's premium.

b. For lots marked (**) and (!): the import VAT and, for non-UK business customers only, the VAT in the buyer's premium.

c. For unmarked lots: the VAT in the buyer's premium.

7. Reinvoicing Sales

For unmarked lots, you can request a lot to be reinvoiced outside the Auctioneers' Margin Scheme. VAT at 20% will be charged on the hammer price and the VAT on the buyer's premium will be itemised separately on our invoice. This will enable a VAT registered business to reclaim all the VAT. Please note that the item will no longer be eligible to be sold in the Margin Scheme. We recommend you seek advice before proceeding. Requests must be made within three working days of the sale and certain conditions apply.

8. Inspection of goods by the buyer

As we act on behalf of the seller, we are dependent on information provided by the seller about their goods. We may inspect Lots and will act reasonably in taking a general view about them. However, we are normally unable to carry out detailed examinations of lots to check their condition in the way a buyer would do. You will have ample opportunity to inspect the goods. You must inspect and

investigate Lots that you might wish to bid for. Please carefully note the exclusion of liability for the condition of Lots set out in the Terms of Sale at Clause 13.4.

9. Goods with electrical components

These are sold either as second-hand goods, or as “antiques” for their historical and decorative attributes and for collection and display only, not intended for use. If you buy goods with electrical components and intend to use them, you must ask a qualified electrician to check them for compliance with safety regulations before you use them.

10. Endangered species

If you intend to buy goods which contain endangered species, you need to find out if there is a prohibition on the purchase of goods of that character. For goods containing ivory, you also need to satisfy yourself that they have been correctly registered or certified and meet the exemption conditions under applicable legislation.

11. Export of goods

If you intend to export goods you must find out:

a. Whether an export licence is needed; and

b. If there is a prohibition on exporting goods of that character outside of the UK or on importing goods of that character in your intended country of import such as because the goods contain prohibited materials such as ivory or protected flora and fauna.

12. Bidding

Bidders will be required to register with us before the auction starts. We reserve the right to impose a deadline prior to the auction by which you must register or by which we must receive a commission bid. If you wish to bid on high value lots this deadline may be several days before the auction to allow us sufficient time to carry out the necessary checks. Lots will be invoiced to the name and address on the registration form. Please enquire in advance about our arrangements for telephone or online bidding. Please note that we may refuse to register you if you do not provide us with all the information and documentation that we ask for or at our discretion.

Bidding Platforms

Bidders using an independent bidding platform or service should note that the platform may impose an additional fee or charge, which will be added to the total amount payable in the event your bid is successful. Please refer to the terms and conditions on the relevant independent platform for rates.

13. Financial Checks

As auctioneers we may have to conduct various checks into our customers under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended), under sanctions legislation and other related legislation. Unless we confirm we already have this information, on registration to bid or by completion of the transaction you will be required to provide the following:

a. For individuals, official photo identification (driving licence, passport or equivalent) and proof of address (if this is not included in your ID document).

b. For corporate entities, the certificate of incorporation (or equivalent) with the entity's official name, registered number (if any) and registered address, as well as details and ID documentation for directors and beneficial owners of the entity.

c. For trusts and estates, details and ID documentation for executors/trustees and details of beneficiaries: please contact us for further information.

13.1. You may be asked for further information if we deem this necessary.

13.2. If you are bidding for another person (your "principal") you will be required to provide the above information for yourself and your principal, along with a signed letter from your principal authorising you to bid on his/her behalf.

13.3. Further information about ID requirements is available on 01962 735988 or auctions@andrewsmithandson.com. If we deem that you have not provided sufficient information for us to complete our anti-money laundering, terrorist financing and sanctions checks to our satisfaction, we may refuse to register you to bid and we may postpone completion of or cancel any contract made by you and the Seller in the event you have made a successful bid.

14. Commission bidding

You may leave commission bids with us indicating the maximum amount to be bid against a lot (excluding the buyer's premium and/or any applicable VAT). We will execute commission bids as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids, we may prefer the first bid received (where this can be reasonably ascertained). Please enquire in advance about our arrangements for the leaving of commission bids by telephone or email or via our website or online bidding platform.

15. Methods of Payment

Payment can be made via our website, or by using the online payment link in your invoice. In person at our Winchester Auction Rooms in Itchen Stoke we can accept debit/credit card. Payment may also be made via BACS to the account detailed below.

Andrew Smith & Son (WAR) Ltd
Client Account No.: 54200160
Sort Code: 30-99-71
IBAN Code: GB29 LOYD 30997154200160
BIC No.: LOYD GB21179.

16. Collection and storage

Please note what the Terms of Sale say about collection and storage. It is important that you pay for and collect goods promptly. Any delay may involve you having to pay storage charges.

TERMS OF CONSIGNMENT

Both the sale of goods at our auctions and your relationship with us are governed by the Terms of Consignment (primarily applicable to sellers), the Terms of Sale (primarily applicable to bidders and buyers) and any notices displayed in the saleroom or announced by us at the auction (collectively, the "Conditions of Business"). The Terms of Consignment and Terms of Sale are available at our saleroom on request.

Please read these Terms of Consignment carefully. Please note that if you (or another person acting on your behalf) provide goods to us to sell on your behalf at our auction, this signifies that you agree to and will comply with these Terms of Consignment.

Please note that these Terms of Consignment relate to auctions held at our premises only. We have separate terms for online only auctions.

1. Definitions and interpretation

1.1. To make these Terms of Consignment easier to read, we have given the following words a specific meaning:

"Auctioneer" means Andrew Smith & Son Ltd, a company registered in England and Wales with registration number 07146270 and whose registered office is located at 6b St Thomas Street, Winchester, SO23 9HE or its authorised auctioneer, as appropriate.

"Art Market Participant" means an art market business registered with HMRC under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended).

"Bidder" means a person who places an offer (called a "bid") for Goods at our auction.

"Buyer" means the person who makes the highest bid for the Goods accepted by the Auctioneer.

"Commission" means the fee that we charge you on the sale of the Goods as set out in Clause 5 below.

"Consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

"Deliberate Forgery" means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described.

"FCA" means the Financial Conduct Authority.

"Goods" means the goods that you consign to us for sale at our auction.

"Hammer Price" means the level of the highest bid for the Goods accepted by the Auctioneer by the fall of the hammer.

“Money Laundering Legislation” means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) and related legislation, together with any applicable terrorist financing legislation and legislation on Restrictive Measures.

“Premium” means the fee charged to the Buyer on the sale of the Goods in accordance with the Terms of Sale.

“Price” means the total of the Hammer Price, Premium and any applicable VAT.

“Principal” means a person or entity you are acting on behalf of for the purposes of the consignment of the Goods to the Auctioneer.

“Proceeds” means the Price less the Commission, the Premium, any expenses incurred to your account and any applicable VAT.

“Reserve” means the minimum price at which the Goods may be sold.

“Restrictive Measures” means economic or financial sanctions, export controls, embargoes, or any other restriction on trade under the laws of the European Union, the United Kingdom, or the United States, or in the jurisdiction in which you, your principal, or any agent acting for you does business.

“Seller” means the owner of the Goods and any agent who consigns the Goods for sale on the owner’s behalf (if applicable).

“Terms of Consignment” means these terms of consignment.

“Terms of Sale” means the terms of sale for bidders or buyers at our auctions.

“Trader” means a Seller who is acting for purposes relating to that Seller’s trade, business, craft, or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf (such as an agent and/or the Auctioneer).

“VAT” means any Value Added Tax or equivalent sales tax.

“Website” means our website available at www.andrewsmithandson.com.

1.2. In these Terms of Consignment, the words “you”, “yours”, etc. refer to the Seller. The words “we”, “us”, “our” etc. refer to the Auctioneer. All obligations that apply to the Seller under these Terms of Consignment shall apply to the owner of the Goods and their agent, jointly and separately. Any reference to a ‘Clause’ is to a clause of these Terms of Consignment unless stated otherwise.

2. Information that we are required to give to Consumers

2.1. A description of the main characteristics of the auction-related services that we are providing to you as set out in these Terms of Consignment or otherwise agreed with you in writing.

2.2. Our name, address and contact details as set out in these Terms of Consignment and/or on our website.

2.3. The rate at which we will charge you the Commission plus any applicable VAT on the sale of the Goods as set out in Clause 5.

2.4. The fee that we will charge you plus any applicable VAT as set out in Clause 18 if either the Goods are unsold at auction or the Goods are withdrawn by you from the auction after the Goods have been catalogued and/or marketed by us prior to the auction in any way.

2.5. The arrangements for collection of any unsold Goods are set out in Clauses 18 and 20 and terms regarding payment of any Proceeds due to you in Clause 17.

2.6. If you have any complaints, please get in contact with us using the contact details set out on our website.

3. Procedure for consigning Goods for sale at auction

3.1. If you consign Goods to us for sale at auction, you will need to provide us with the following information about you, in a form acceptable to us:

3.1.1. Your legal name and proof of identity (as set out in Clause 3.2) and other information as we may require to conduct such checks under the Money Laundering Legislation as we deem necessary;

3.1.2. Information about the Goods (as set out in Clause 12).

3.1.3. Your bank account details.

3.1.4. Your address and contact details.

3.1.5. Your VAT registration number (if applicable); and

3.1.6. Your confirmation of whether you are selling the Goods as a Trader or as a Consumer.

3.2. We may have to conduct various checks into our customers under the Money Laundering Legislation. In this regard we will require the following for the consignor of property to us:

3.2.1. For individuals, official photo identification (driving licence, passport or equivalent) and proof of address (if this is not included in your ID document).

3.2.2. For corporate entities, the certificate of incorporation (or equivalent) with the entity's official name, registered number (if any) and registered address, as well as details and ID documentation for directors and beneficial owners of the entity.

3.2.3. For trusts and estates, details and ID documentation for executors/trustees and details of beneficiaries; for further information please contact us at auctions@andrewsmithandson.com or 01962 735988.

3.2.4. You may be asked for further information if we deem this necessary.

3.3. If you are consigning goods for another person (your Principal) you will be required to provide the above information (as applicable) for yourself and your Principal, along with a signed letter from your Principal authorising you to consign those goods, and if you are bidding on behalf of someone who is not the ultimate owner of the Goods, you will be required to provide us with all information on the ultimate owner(s) of the Goods we may require to satisfy our checks under the Money Laundering Legislation.

3.4. If you do not provide us with, by any stated deadline, or we are not satisfied with any of the information received from you, we may refuse to accept consignment of your Goods for sale in our auction and we may postpone or cancel the contract for sale between you and a successful bidder.

3.5. We reserve the right, in our discretion, to reveal your identity and contact details (or that of your Principal) to the Buyer, for regulatory purposes.

3.6. You must provide the Goods to us by any stated deadline (at your expense). We may be able to assist you with this process but, any liability incurred to a carrier for haulage charges is solely your responsibility.

4. The contract between you and the Buyer

4.1. The contract between you and the Buyer will be formed when the hammer falls accepting the highest bid for the Goods at the auction.

4.2. You may directly enforce any terms in the Terms of Sale against a Buyer and/or a Bidder to the extent that you have suffered damages and/or loss as a result of the Buyer and/or the Bidder's breach of the Terms of Sale.

4.3. If you breach these Terms of Consignment, you may be responsible for damages and/or losses suffered by a Buyer, Bidder and/or by us. If we are contacted by a Buyer and/or a Bidder who wishes to bring a claim against you, we may in our discretion provide the Buyer and/or Bidder with information or assistance in relation to that claim.

4.4. We normally act as an agent only and will not have any responsibility for default by you or the Buyer.

4.5. We may delay completion of, or cancel, any contract for sale where (i) we have not completed our enquiries pursuant to the Money Laundering Legislation to our satisfaction, (ii) we have concerns about the Buyer in relation to the Money Laundering Legislation, or (iii) we have reason to believe that the transaction might be unlawful for any reason, or that the sale might put us under any civil or criminal liability.

5. Commission

5.1. We will charge you a commission on the sale of the Goods calculated as a percentage of the Hammer Price at 16.5%

5.2. Our sales are normally conducted under HMRC's VAT rules for the Auctioneers' Margin Scheme. Under this scheme we will charge VAT at the standard rate on our Commission. This VAT will not be separately itemised on our statement to you and is not reclaimable. For the sale of qualifying books, the rate of VAT will be 0%.

6. Loss and Damage to Goods

6.1. We are not authorised by the FCA to provide insurance to you. However, subject only to Clauses 6.4 and 6.5, we accept contractual liability for Goods from the time we take possession of the Goods until title passes to the Buyer.

6.2. Our liability for Goods is limited to our lower pre-sale estimate for the lot before the sale, or the Hammer Price if the lot has sold, or to the Reserve if the lot is unsold.

6.3. To justify accepting liability for Goods as set out above, our commission includes a provision for this liability.

6.4. You should note that goods are sold as antiques, for their decorative attributes, and are often of considerable age and uncertain manufacture; the liability accepted by us in Clause 6.1 does not

include any liability for loss or damage to the Goods that is either caused by or results from any inherent vice or defect affecting the Goods, or from: (i) acts of God, flood, drought, earthquake or other natural disaster; (i) acts of terrorism, civil commotion, riots or war; or (iii) nuclear, chemical or biological contamination.

6.5. If you (or your agent) instruct us in writing not to assume liability for Goods, the Goods remain entirely at your risk unless and until the Goods pass to the Buyer or are collected by you or on your behalf. In this case Clauses 6.1 to 6.4 will not apply.

7. Photographs

We will charge a fee for photographs of your Goods produced for the auction catalogue. The fee will be £5 plus VAT for lots entered in our Saturday Homes & Antiques auctions, and £15 plus VAT for lots entered in our Fine Art, Antiques & Decorative Interiors auctions. The fee is payable only once, and only when the lot has sold. We reserve the right to photograph all Goods unless you specifically request us in writing not to. The copyright in such photographs will be owned by us, along with the text and layout of the auction catalogue.

8. Minimum bids and our discretion

Goods will normally be offered subject to a Reserve only if agreed between you and us before the auction in accordance with Clause 9. We may accept a bid of up to 10% below the formal Reserve unless you have specifically requested a 'Fixed Reserve'. We may sell Goods below the Reserve, provided that we account to you for the same sale proceeds you would have received had the Hammer Price been the Reserve.

9. Reserves

9.1. Reserves must be reasonable and may not exceed our lower pre-sale estimate for that lot. We may decline to offer Goods which, in our opinion, would be subject to an unreasonably high Reserve (in which case the Goods carry the storage and insurance charges set out in these Terms of Consignment).

9.2. Once we have agreed a Reserve, this cannot be changed except with your and our consent.

9.3. Where a Reserve has been agreed, only we may bid on your behalf and only up to one bid below the Reserve (if any), and you may in no circumstances bid personally for Goods consigned by you or ask anyone else to bid on your behalf for such Goods.

10. Electrical items

10.1. You must confirm that any electrical items that you wish to consign to us for sale are in safe, working order.

10.2. If we notify you that we will not accept your electrical Goods on safety grounds, you must remove such Goods promptly at your expense following such notification. If you do not collect the Goods within seven days of our notice to do so, we may dispose of the Goods at your expense.

11. Unsafe Goods

If in our opinion any of your Goods, in particular those which are soft furnishings, infringe safety regulations, we have the right not to offer these Goods for sale. You must remove such Goods at your expense. If you do not collect such Goods within seven days of our notice to do so, we may dispose of the Goods at your expense.

12. Warranties and information about the Goods

12.1. You must provide us with all information that you have relating to the provenance, export/import history, condition, attribution, authenticity and VAT status of the Goods (and any additional information that may be relevant).

12.2. If you are consigning Goods containing or made of ivory, you must provide us with the exemption certificate or proof of registration of the Goods on the relevant government website (or through alternative postal and telephone methods prescribed by the government), as applicable. We can organise this for you at your expense and will charge you an admin fee for this. The exemption certificate (if applicable) shall be passed to the Buyer upon transfer of ownership to the Buyer in accordance with the Terms of Sale.

12.3. In addition to any warranties implied by law, you warrant, and where you are acting on behalf of someone else, you will procure that your Principal warrants, to us and the Buyer that:

12.3.1. Any information or documentation that you provide in relation to the Goods is complete, correct and up to date.

12.3.2. The Goods will match any description of the Goods that you provide to us.

12.3.3. As far as you are aware, the main characteristics of the Goods set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by us at the auction) are correct.

12.3.4. The VAT status of the Goods declared by you is correct and that items to be sold under the Auctioneers' Margin Scheme are eligible to be sold under the Scheme as set out in the current appropriate HMRC VAT notices.

12.3.5. For Goods consigned from outside the UK and to be entered under Temporary Admissions, the following conditions are met: (i) the Goods are not returned goods to the UK, or were Goods previously exported by you from the UK, (ii) ownership of the Goods has not changed whilst they were outside the UK, and (iii) the Goods are eligible for importation into the UK.

12.3.6. To the best of your knowledge, the Goods have been lawfully imported and lawfully and permanently (save for Goods imported in the UK under a Temporary Admissions procedure) exported as required by the laws of any country in which the Goods were located, required declarations upon the export and import of the Goods have been properly made, and any duties and taxes on the export and import of the Goods have been paid (save for Goods imported in the UK under a Temporary Admissions procedure).

12.3.7. Neither you, nor any agent acting for you, nor your Principal, are engaged in nor, to the best of your knowledge, either under investigation, nor have been charged with nor convicted of: tax evasion, money laundering, terrorist financing or other criminal activities.

12.3.8. Neither you, nor any agent acting for you, nor your Principal, are subject to Restrictive Measures or owned, partly owned or controlled by person(s) subject to such Restrictive Measures, and to the best of your knowledge the Goods have not been or are not used by or for the benefit of any person(s) subject to Restrictive Measures.

12.3.9. Neither (i) your consignment of the Goods, nor (ii) your sale of the Goods to the Buyer, nor (iii) our, or where applicable the Buyer's, receipt of the Goods does or will violate the laws or regulations (including Restrictive Measures) of any country in which we, you or the Buyer operate.

12.3.10. You will pay all taxes and duties potentially due on the sale of the Goods; and

12.3.11. The Goods are not connected with any criminal activity including tax evasion.

12.4. Where you are acting on behalf of another person and you are an Art Market Participant, you warrant that: (i) you have conducted appropriate customer due diligence on the ultimate owner(s) of the Goods in accordance with all applicable Money Laundering Legislation; (ii) upon request, you will provide us or any independent third party auditor (employed at our cost) with any identification and any other relevant documentation you have obtained for customer due diligence purposes on the ultimate owner(s) of the Goods; (iii) you consent to us relying on this due diligence; and (iv) you will retain for a period of not less than five years the documentation evidencing the due diligence.

12.5. Where you are acting on behalf of another person and you are not an Art Market Participant, you warrant that you will provide accurate and complete information about your Principal to us.

12.6. You must inform us promptly, and in any event before the auction, if you find out that the warranties in this Clause 12.3 are incorrect and/or if any of the information or documentation you have provided to us relating to the Goods is incorrect or incomplete and/or if the Goods do not match the description that you provided to us or the main characteristics of the Goods set out in the auction catalogue.

12.7. Any information that you provide in relation to the Goods may form part of the contract between both of us and the Buyer and you acknowledge that the Buyer may have a statutory right to reject the Goods if the information provided is incorrect.

12.8. If we have to refund the price of any Goods to the Buyer due to the Goods being a Deliberate Forgery, you must promptly, and in any event within seven days, reimburse to us any Proceeds that we have transferred to you for those Goods following receipt of our written notice requesting you to do so.

13. Transfer of ownership of the Goods

You warrant and undertake to us and the Buyer that you are the true owner of the Goods (or are properly authorised by the true owner to sell the Goods on the owner's behalf) and you currently have and will have the right to sell the Goods to the Buyer with good and marketable title free of any third party rights or claims at the time when ownership of the Goods is to be transferred.

14. Indemnity

You will indemnify and keep us fully indemnified against any and all liability, loss, damage, costs (including reasonable legal fees and any VAT in relation to such fees) and expenses which we may incur or suffer as a result of any breach of Clauses 12 or 13 by you, your Principal, or anyone acting on your behalf, including without limitation, if we are required to refund the price of any Goods to the Buyer as a result of your breach of these Clauses.

15. Terms of Sale

You agree that the Goods will be sold to the Buyer in accordance with our Terms of Sale, a copy of which will be displayed in the saleroom and printed in our auction catalogue.

16. Authority to deduct commission, fees and expenses and to retain premium and interest

You authorise us to deduct our Commission at the stated rate and all expenses incurred on your account from the Hammer Price, plus any applicable VAT. You consent to our right to charge the Buyer and retain beneficially the Premium plus any applicable VAT paid by the Buyer in accordance with our Terms of Sale and any interest earned on the sale proceeds until the date of settlement. You also authorise us to charge the Buyer any fee owed to an independent bidding platform or service which has been used by the Buyer when bidding for your Lot, and to pay such fee to the independent bidding platform or service.

17. Settlement

17.1. Provided that the Buyer has paid for the Goods and we are satisfied with the outcome of our checks under the Money Laundering Legislation, we will usually pay the net sum due to you within twenty-eight days of the last day of the auction by bank transfer to your nominated account – which should be in your own name.

17.2. If the Buyer has not paid for the Goods, we will not submit payment to you. In this case no settlement will be made. We will however discuss with you the rights that we may exercise under Clause 10 of our Terms of Sale in relation to a Buyer's failure to pay. We will not release the Goods to the Buyer until we have received payment in full of the Price for the Goods and have completed necessary checks under the Money Laundering Legislation.

17.3 You must notify us in writing if your bank account details change. We will not be responsible for any payments made to the incorrect bank account if this is because you have not provided us with the correct bank account details.

17.4 If we make payments to your bank account in error, we may request reimbursement by sending you an invoice.

17.5 We may deduct any sums that you owe to us from the Proceeds.

18. Unsold and withdrawn items

18.1. If the Goods are unsold at auction, you authorise us to negotiate a sale by private treaty for a reasonable period after the auction. In this case you will pay to us the same charges as if such Goods had been sold at auction and, so far as appropriate, these Terms of Consignment will apply to any such sale.

18.2. In addition to Clause 18.1, we may, with your consent, re-offer unsold Goods at a future auction (or by private treaty thereafter as set out in Clause 18.1 above) but we may recommend a variation in estimates or Reserve. Where, in our opinion, Goods are unsaleable, we will notify you and you must collect such Goods from the saleroom within seven days of the date of our notice to do so. If you fail to collect such Goods promptly, we may charge you reasonable storage charges at a daily rate. In some circumstances we will recommend that unsold goods be sent for clearance/disposal, and it is your responsibility to inform us by the date given if you do not wish for this to happen. Any soft furnishings cleared will incur a clearance charge to be borne by you.

18.3. You will pay us a charge of £6 plus VAT on any Goods that are unsold at the auction and fail to sell by private treaty as described in Clause 18.1.

18.4. You will pay us a charge of 10% of the lower estimate for the lot plus VAT, in addition to the charge of £6 + VAT on any Goods that are withdrawn from the auction after being catalogued and/or marketed by us prior to the auction in any way.

18.5. When the seller is an overseas business seller, we may be able cancel the VAT charge referred to in Clauses 18.3 and 18.4 above, provided that you provide us with details of your overseas fixed establishment.

19. Withdrawal of the Goods by us

19.1. We may (acting reasonably) at our discretion at any time withdraw your Goods from our auction:

19.1.1. For legal, reputational or operational reasons (including, but not limited to, if you fail to provide evidence to verify your identity or your title to the Goods to our satisfaction).

19.1.2. If we reasonably believe that you may be, or are about to be, in breach of these Terms of Consignment; or

19.1.3. If we reasonably believe the Goods to be a Deliberate Forgery.

20. Warehousing

20.1. We reserve the right to charge you a minimum warehousing charge of £5.00 per lot per day plus any applicable VAT.

20.2. We have no liability for Goods that you deliver to our saleroom without sufficient sale instructions, and we may apply a warehousing charge to such Goods in accordance with Clause 20.1.

20.3. We will notify you to ask you to remove any of your unsold or withdrawn Goods. Unsold and withdrawn Goods will be subject to the charges set out in Clause 20.1 above if you do not remove them within seven days of the date of our notification requesting you to do so.

20.4. If you do not remove your unsold or withdrawn Goods within thirty days of the date of our notification, we may either: (a) sell such Goods and deduct any charges applied in accordance with Clause 20.1 from any net proceeds of sale; or (b) at your expense dispose of such Goods.

20.5. You may not claim or collect the Goods until any applicable storage charges applicable under Clause 20.1 and accrued up until the day of collection have been paid in full by you (at law, the right for a professional to hold on to goods until its services have been paid for is called a “lien”).

21. Our disclaimers and our liability to you

21.1. We will not be liable to you for any loss of opportunity or disappointment suffered as a result of participating in our auction.

21.2. In addition, neither we nor the Buyer shall be responsible to you and you shall not be responsible to the Buyer or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Seller knew it might happen.

21.3. Subject to Clause 21.4, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the Proceeds due for the Goods if sold or the Reserve if unsold.

21.4. Notwithstanding the above, nothing in these Terms of Consignment limits the liability of us, our employees or agents for:

21.4.1. Death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977).

21.4.2. Fraudulent misrepresentation; or

21.4.3. Any liability which cannot be excluded by law.

22. Notices

22.1. All notices between you and us regarding these Terms of Consignment must be in writing and signed by or on behalf of the party giving it.

22.2. Any notice referred in Clause 22.1 may be given:

22.2.1. By delivering it by hand.

22.2.2. By pre-paid post or Recorded Delivery; or

22.2.3. By email. A notice given by email will be deemed to be signed for the purposes of this Clause 22.1 if the name of the sender appears in a signature position after the body of the email and has not been added automatically by the sender's email server.

22.3. Notices must be sent:

22.3.1. By hand, by pre-paid post or Recorded Delivery:

a. To us, at our address set out in these Terms of Consignment or at our registered office address appearing on our website; and

b. To you, at the last postal address that you have given to us as your contact address in writing.

22.3.2. By email:

a. To us, by sending the notice to either of the following email addresses:

catherine@andrewsmithandson.com

auctions@andrewsmithandson.com

b. To you, by sending the notice to any email address that you have given to us as your contact email address in writing.

22.4. Notices will be deemed to have been received:

22.4.1. If delivered by hand, on the day of delivery.

22.4.2. If sent by pre-paid post or Recorded Delivery, two business days after posting, exclusive of the day of posting: or

22.4.3. If sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt.

22.5. Any notice or communication given under these Terms of Consignment will not be validly given if sent by fax, any form of messaging via social media or text message (including WhatsApp).

23. Data Protection

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on our website/request.

24. General

24.1. Each of the Clauses of these Terms of Consignment operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.

24.2. We may change these Terms of Consignment from time to time, without notice to you. Please read these Terms of Consignment carefully, as they may be different from the last time you read them.

24.3. Except as otherwise stated in these Terms of Consignment, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Consignment or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Consignment is not a waiver of that or any other right. Partial exercise of any right under these Terms of Consignment will not preclude any further or other exercise of that right or any other right under these Terms of Consignment. Waiver of a breach of any term of these Terms of Consignment will not operate as a waiver of breach of any other term or any subsequent breach of that term.

24.4. These Terms of Consignment are between you and us. No person other than you, the Buyer or us will have any rights to enforce any of these Terms of Consignment.

24.5. These Terms of Consignment and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

TERMS OF SALE

Both the sale of goods at our auctions and your relationship with us are governed by the Terms of Consignment (primarily applicable to sellers) the Terms of Sale (primarily applicable to bidders and buyers) and any notices displayed in the saleroom or announced by us at the auction (collectively, the "Conditions of Business"). The Terms of Consignment and Terms of Sale are available at our saleroom on request.

Please read these Terms of Sale carefully. Please note that if you register to bid and/or bid at auction this signifies that you agree to and will comply with these Terms of Sale.

Please note that these Terms of Sale relate to auctions held at our premises only. We have separate terms for online only auctions.

1. Definitions and interpretation

1.1. To make these Terms of Sale easier to read, we have given the following words a specific meaning:

"Auctioneer" means Andrew Smith & Son Ltd a company registered in England and Wales with registration number 07146270 and whose registered office is located at 6b St Thomas Street, Winchester, SO23 9HE or its authorised auctioneer, as appropriate.

"Art Market Participant" means an art market business registered with HMRC under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended).

"Bidder" means a person who places an offer (called a "bid") for Goods at our auction.

"Buyer" means the person who makes the highest bid for a Lot accepted by the Auctioneer.

"Deliberate Forgery" means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; and (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described.

"Hammer Price" means the level of the highest bid for a Lot accepted by the Auctioneer by the fall of the hammer.

"Independent Bidding Platform" means an online bidding platform or service that is independent from us and has an arrangement with us to permit a Bidder to review Lots and to bid in our auctions using their platform or service.

"Lot(s)" means the goods that we offer for sale at our auctions.

"Money Laundering Legislation" means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) and related legislation, together with any applicable terrorist financing and legislation on Restrictive Measures.

"Principal" means a person or entity you are acting on behalf of for the purposes of the purchase of the Lot(s).

“Premium” means the fee that we will charge you on your purchase of a Lot to be calculated as set out in Clause 4.1.b.

“Recorded Delivery” means a method of delivery pursuant to which the sender receives a confirmation that a letter has been posted and a signature is obtained from the recipient as a record that it has been delivered.

“Reserve” means the minimum hammer price at which a Lot may be sold.

“Restrictive Measures” means economic or financial sanctions, export controls, embargoes or any other restriction on trade under the laws of the European Union, the United Kingdom or the United States, or in the jurisdiction in which you, your Principal, or any agent acting for you does business.

“Sale Proceeds” means the net amount due to the Seller.

“Seller” means the person who consigns Lots for sale at our auctions.

“Terms of Consignment” means the terms on which we agree with Sellers to offer Lots for sale in our auctions as agent on their behalf.

“Terms of Sale” means these terms of sale, as amended or updated from time to time.

“Total Amount Due” means the Hammer Price for a Lot, the Premium, any applicable artist’s resale right royalty, any service charge or fee levied by the Independent Bidding Platform through which the successful bid was placed, any VAT due and any additional charges payable by a defaulting buyer under these Terms of Sale.

“Trader” means a Seller who is acting for purposes relating to that Seller’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.

“VAT” means Value Added Tax or any equivalent sales tax; and

“Website” means our website available at www.andrewsmithandson.com

1.2. In these Terms of Sale, the words “you”, “yours”, etc. refer to you as the Buyer. The words “we”, “us”, “our” etc. refer to the Auctioneer. Any reference to a ‘Clause’ is to a clause of these Terms of Sale unless stated otherwise.

2. Information that we are required to give to Consumers

2.1. A description of the main characteristics of each Lot as contained in the auction catalogue.

2.2. Our name, address and contact details as set out herein, in our auction catalogues and/or on our website.

2.3. The price of the Goods and arrangements for payment as described in Clauses 4, 5, 8 and 9.

2.4. The arrangements for collection of the Goods as set out in Clauses 9 and 10.

2.5. Your right to return a Lot and receive a refund if the Lot is a Deliberate Forgery as set out in Clause 14.

2.6. We and Trader Sellers have a legal duty to supply any Lots to you in accordance with these Terms of Sale.

2.7. If you have any complaints, please send them to us directly at the address set out on our website.

2.8. We also refer you to your warranties as a Bidder and Buyer as set out in Clause 6.

3. Bidding procedures and the Buyer

3.1. You must register your details with us before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us (more details are set out at Paragraph [13] of the Information for Buyers in the auction catalogue). We reserve the right, where we deem we are so required for regulatory purposes, to reveal your identity and contact details (and those of your Principal) to the Seller. You must also satisfy any security arrangements we have in place before entering the auction room to view or bid.

3.2. We strongly recommend that you attend the auction in person if possible. You are responsible for your decision to bid for a particular Lot. If you bid on a Lot, including by telephone and online bidding, or by placing a commission bid, we assume that you have carefully inspected the Lot and satisfied yourself regarding its condition.

3.3. If you instruct us in writing, we may execute commission bids on your behalf. Neither we nor our employees or agents will be responsible for any failure to execute your commission bid, unless our failure to do so is unreasonable. Where two or more commission bids are recorded at the same level, we have the right to prefer the first bid made (where this can be reasonably ascertained).

3.4. The Bidder placing the highest bid for a Lot accepted by the Auctioneer will be the Buyer at the Hammer Price. However, the Auctioneer shall retain discretion on the running of the auction and in particular, retains the right not to accept a bid and to prefer a bid over any other bids received at the same time. The Auctioneer may re-open the bidding at the fall of the hammer if late bids are present. Any dispute about a bid will be settled at our discretion. We may reoffer the Lot during the auction or may settle the dispute in another way. We will act reasonably when deciding how to settle the dispute.

3.5. Bidders will be deemed to act as principals (in other words, acting for their own account and not on behalf of someone else), even if the Bidder is acting as an agent for a third party.

3.6. We may bid on Lots on behalf of the Seller up to one bid below the Reserve.

3.7. We may refuse to accept any bid if it is reasonable for us to do so.

3.8. Bidding increments will be at our sole discretion (but will be in line with standard auction practice).

3.9. In the event you participate in the auction using the services of an Independent Bidding Platform, you will incur an additional fee or additional commission payable to that platform. This will be collected by us as part of the Total Amount Due in the event you are the Buyer of the Lot on which you bid.

4. The purchase price

4.1. As Buyer, you will pay:

a. The Hammer Price.

b. A Premium of 23% of the Hammer Price.

c. Any artist's resale right royalty identified as payable on the sale of the Lot.

d. Any additional bidding fee payable by a Buyer bidding via an Independent Bidding Platform; and

e. Any VAT due.

5. VAT

5.1. You shall be liable for the payment of any VAT applicable on the Hammer Price and Premium due for a Lot and on any fee payable pursuant to Clause 4.1.d above. Please see the symbols used in the auction catalogue for that Lot and the "Information for Buyers" in our auction catalogue for further information.

5.2. We will charge VAT at the current rate at the date of the auction.

5.3. For any items sold under the rules for the Auctioneers' Margin Scheme, VAT at the standard rate will be charged on the Premium at the standard rate. This VAT cannot be itemised separately on our invoices and is not reclaimable by UK VAT registered Sellers.

6. Buyer Warranties

6.1. You warrant, and where you are acting on behalf of someone else, you will procure that your Principal warrants, that:

6.1.1. The funds to be used for the purchase of the Lot(s) are not connected with nor are derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing.

6.1.2. Neither you, nor any agent acting for you, nor your Principal, are to the best of your knowledge either under investigation, nor have you been charged with or convicted of without limitation tax evasion, money laundering, terrorist financing or other criminal activities; and

6.1.3. Neither you, nor any agent acting for you, nor your Principal, are subject to Restrictive Measures or owned, partly owned or controlled by person(s) subject to such Restrictive Measures.

6.2. Where you are bidding on behalf of another person and you are an Art Market Participant, you warrant that: (i) you have conducted appropriate customer due diligence on the ultimate Buyer of the Goods in accordance with all applicable Money Laundering Legislation; (ii) upon request, you will provide us or any independent third party auditor (employed at our cost) with any identification and any other relevant documentation you have obtained for customer due diligence purposes on the ultimate Buyer of the Goods; (iii) you consent to us relying on this due diligence; and (iv) you will retain for a period of not less than five years the documentation evidencing the due diligence.

6.3. Where you are bidding on behalf of another person and you are not a regulated Art Market Participant, you warrant that you will provide accurate and complete information about your Principal to us.

7. The contract between you and the Seller

7.1. The contract for the purchase of the Lot between you and the Seller will be formed when the hammer falls accepting the highest bid for the Lot at the auction.

7.2. You may directly enforce any terms in the Terms of Consignment against a Seller to the extent that you suffer damages and/or loss as a result of the Seller's breach of the Terms of Consignment.

7.3. If you breach these Terms of Sale, you may be responsible for damages and/or losses suffered by a Seller or us. If we are contacted by a Seller who wishes to bring a claim against you, we may in our discretion provide the Seller with information or assistance in relation to that claim.

7.4. We normally act as an agent only and will not have any responsibility for default by you or the Seller (unless we are the Seller of the Lot).

7.5. In addition to any other rights we may have to cancel a contract for sale under these Terms of Sale, we may delay completion of a sale, delay release of a Lot or cancel the sale of a Lot in the event:

7.5.1. You are in breach of your warranties in Clause 6; or

7.5.2. We have not completed our enquiries pursuant to the Money Laundering Legislation to our satisfaction; or

7.5.3. We have reason to believe that the transaction might be unlawful for any reason, or that the sale might put us under any civil or criminal liability.

8. Payment

8.1. Immediately following your successful bid on a Lot you will:

8.1.1. Give to us, if not already provided to our satisfaction, proof of identity in a form acceptable to us (and any other information that we require in order to comply with our anti-money laundering obligations – please refer to Paragraph 13 of the Information for Buyers in the auction catalogue); and

8.1.2. Pay to us the Total Amount Due in any way that we agree to accept payment.

8.2. If you owe us any money, we may use any payment made by you to repay the money you owe us.

9. Title and collection of purchases

9.1. While you are bound by the contract for the purchase of the Lot from the fall of the hammer on your successful bid, the transaction is not completed and ownership in the Lot will not pass to you until:

9.1.1. You have paid us in full the Total Amount Due in cleared funds for that Lot.

9.1.2. You have provided us with the information set out in Clause 8.1.1; and

9.1.3. We have completed our enquiries pursuant to the Money Laundering Legislation to our satisfaction.

9.2. You may not claim or collect a Lot until (i) you have paid for it, (ii) ownership has passed to you and (iii) any applicable storage charge applicable under Clause 9.4 and accrued up until the day of collection have been paid in full by you (at law, the right for a professional to hold on to goods until its services have been paid for is called a “lien”).

9.3. Unless notified otherwise, and subject to the passing of ownership in the Lot to you under Clause 9.1, you will (at your own expense) collect any Lots that you have purchased and paid for either:

9.3.1. Not later than five business days following the day of the auction; or

9.3.2. Not later than five business days following the date that we have received payment of the Total Amount Due in cleared funds, if later.

9.4. Subject to Clause 9.1, if you do not collect a Lot you have agreed to purchase within any of the time periods set out at Clause 9.3 above, we shall start charging a minimum warehousing charge £5.00 per lot per day plus any applicable VAT, starting from the latest of the time periods set out at Clause 9.3 above to expire. You will also be responsible for any reasonable removal and insurance charges in relation to that Lot unless the delay was caused by us.

9.5. Risk of loss or damage to the Lot will pass to you when you (or your agents) take physical possession of the Lot.

9.6. Subject to Clause 9.1, if you do not collect the Lot that you have paid for within ninety days after the auction, we may sell the Lot. We will pay the proceeds of any such sale to you, but (unless the delay was caused by us) will deduct any storage charges or other sums that we have incurred in the storage and sale of the Lot. We reserve the right to charge you a selling commission at our standard rates on any such resale of the Lot.

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

10.1. Please do not bid on a Lot if you do not intend to buy it. If your bid is successful, these Terms of Sale form your contract of purchase. This means that you will have to carry out your obligations set out in these Terms of Sale. If you do not comply with these Terms of Sale we may (acting on behalf of the Seller and ourselves) pursue one or more of the following measures:

10.1.1. Take action against you for damages for breach of contract;

10.1.2. Reverse the sale of the Lot to you and/or any other Lots sold by us to you;

10.1.3. Resell the Lot by auction or private treaty (in which case you will have to pay any difference between the price you should have paid for the Lot and the price we sell it for as well as the charges outlined in Clause 9. Please note that if we sell the Lot for a higher amount than your winning bid, the extra money will belong to the Seller.

10.1.4. Remove, store and insure the Lot at your expense.

10.1.5. If you do not pay us within five business days of your successful bid, we may charge interest at a rate not exceeding 1.5% per month on the total amount due

10.1.6. Keep that Lot or any other Lot sold to you until you pay the Total Amount Due.

10.1.7. Reject or ignore bids from you or your agent at future auctions or impose conditions before we accept bids from you; and/or

10.1.8. If we sell any Lots for you, use the money made on these Lots to repay any amount you owe us.

10.2. We will act reasonably when exercising our rights under Clause 10.1. We will contact you before exercising these rights and try to work with you to correct any non-compliance by you with these Terms of Sale.

11. Health and safety

Although we take reasonable precautions regarding health and safety, you are on our premises at your own risk. Please note the lay-out of the premises and security arrangements. Neither we nor

our employees or agents are responsible for the safety of you or your property when you visit our premises, unless you suffer any injury to your person or damage to your property as a result of our, our employees' or our agents' negligence.

12. Seller's Warranties

12.1. The Seller warrants to us and to you that:

12.1.1. The Seller is the true owner of the Lot for sale or is authorised by the true owner to offer and sell the Lot at auction.

12.1.2. The Seller is able to transfer good and marketable title to the Lot to you free from any third-party rights or claims; and

12.1.3. As far as the Seller is aware, the main characteristics of the Lot set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by the Auctioneer at the auction), and any documentation provided to you by the Seller in relation to the Lot, are correct.

12.2. If, after you have placed a successful bid and paid for a Lot, any of the warranties above are found not to be true, please notify us in writing. Neither we nor the Seller will be liable to pay you any sums over and above the Total Amount Due and we will not be responsible for any inaccuracies in the information provided by the Seller except as set out below.

12.3. Please note that many of the Lots that you may bid on at our auction are second-hand. If a Lot is not second-hand and you purchase the Lot as a Consumer from a Seller that is a Trader, a number of additional terms may be implied by law in addition to the Seller's warranties set out at Clause 12.1 (in particular under the Consumer Rights Act 2015). These Terms of Sale do not seek to exclude your rights under law as they relate to the sale of these Lots.

12.4. Save as expressly set out above, all other warranties, conditions or other terms which might have effect between the Seller and you, or us and you, or be implied or incorporated by statute, common law or otherwise are excluded.

13. Descriptions, condition and safety

13.1. Our descriptions of the Lot will be based on: (a) information provided to us by the Seller of the Lot (for which we are not liable); and (ii) our opinion (although it is likely that we will not be able to carry out a detailed inspection of each Lot). The actual colour of the Lot may vary from the images in the auction catalogue.

13.2. We will give you a number of opportunities to view and inspect the Lots before the auction. You (and any independent consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a Lot. We shall not be responsible for any failure by you or your consultants to properly inspect a Lot.

13.3. Representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion will be honestly and reasonably held and accept liability for opinions given negligently or fraudulently.

13.4. Please note that many of the Lots that you may bid on at our auction are second-hand and are unlikely to be in perfect condition. Lots are sold "as found" (i.e. as you see them at the time of the auction). Neither we nor the Seller accept any liability for the condition of second-hand Lots, for their fitness for purpose, or for any condition issues affecting a Lot if such issues are included in the

description of a Lot in the auction catalogue (or in any saleroom notice) and/or which the inspection of a Lot by the Buyer ought to have revealed.

13.5. The sale of Lots containing ivory is banned, subject to some exceptions. Where we offer Lots containing ivory from time to time, we rely on the documentation obtained by the Seller of the Lot confirming that the Lot satisfies the relevant exemptions. We cannot guarantee that any certificate or other documentation provided by us (on the Seller's behalf) to you in connection with the sale of the Lot is valid or accurate.

13.6. All Lots with electrical components are sold either as second-hand goods, or as "antiques" for their historical and decorative attributes and for collection and display only, not intended for use. If you buy goods with electrical components and intend to use them, you must ask a qualified electrician to check them for compliance with safety regulations before you use them.

13.7. All Lots of furniture are sold as a collector's item for display purposes and are not supplied for use. Such Lots may not comply with current applicable furniture and safety regulations. Therefore, if you do intend to use such Lots for private use or otherwise, you must first ensure that they are refurbished and rendered compliant with any applicable furniture and safety regulations.

14. Deliberate Forgeries

14.1. You may return any Lot which you consider with some cause to be a Deliberate Forgery to us within twelve months of the auction, provided that you return the Lot to us in the same condition as when it was released to you, accompanied by a written statement identifying the Lot from the relevant catalogue description and a written statement of defects.

14.2. If we are satisfied, acting reasonably, that the Lot is a Deliberate Forgery and it has been returned to us within the time specified in Clause 14.1, we will refund the money paid by you for the Lot (including any Premium and applicable VAT) PROVIDED THAT you will have no right to a refund under this Clause 14.2 if:

14.2.1. The catalogue description reflected the accepted view of experts as at the date of the auction; or

14.2.2. You personally are not able to transfer good and marketable title in the Lot to us.

14.3. If you have sold the Lot to another person, we will only be liable to refund the price that you paid for the Lot. We will not be responsible for repaying any additional money you may have made from selling the Lot. The rights under this Clause 14 are given to you as Buyer in our auction; they are not given to, and may not be transferred or assigned to, any third party.

14.4. Your right to return a Lot that is a Deliberate Forgery does not affect your legal rights and is in addition to any other right or remedy provided by law or by these Terms of Sale.

15. Our liability to you

15.1. We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our auction.

15.2. In addition to the above, neither we nor the Seller shall be responsible to you and you shall not be responsible to the Seller or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Seller knew it might happen.

15.3. You should note that Lots are sold as antiques for their decorative attributes rather than for use and are often of considerable age and uncertain manufacture; neither we nor the Seller accepts any liability for loss or damage to the Lots, or any other loss or damage, that is caused by or results from any inherent vice or defect affecting the Lots.

15.4. Subject to Clause 15.4, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the total purchase price paid by you to us for any Lot.

15.5. Notwithstanding the above, nothing in these Terms of Sale shall limit our liability (or that of our employees or agents) for:

15.5.1. Death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977); or

15.5.2. Fraudulent misrepresentation; or

15.5.3. Any liability which cannot be excluded by law.

16. Notices

16.1. All notices between you and us regarding these Terms of Sale must be in writing and signed by or on behalf of the party giving it.

16.2. Any notice referred in Clause 16.1 may be given:

16.2.1. By delivering it by hand; or

16.2.2. By first class pre-paid post or Recorded Delivery; or

16.2.3. By email. A notice given by email will be deemed to be signed for the purposes of this Clause 16.1 if the name of the sender appears in a signature position after the body of the email and has not been added automatically by the sender's email server.

16.3. Notices must be sent:

16.3.1. By hand, by pre-paid post or Recorded Delivery:

a. To us, at our address set out in these Terms of Sale or at our registered office address appearing on our website; and

b. To you, at the last postal address that you have given to us as your contact address in writing; or

16.3.2. By email:

a. To us, by sending the notice to both the following email addresses:

catherine@andrewsmithandson.com

auctions@andrewsmithandson.com

b. To you, by sending the notice to any email address that you have given to us as your contact email address in writing.

16.4. Notices will be deemed to have been received:

16.4.1. If delivered by hand, on the day of delivery; or

16.4.2. If sent by pre-paid post or Recorded Delivery, two business days after posting, exclusive of the day of posting; or

16.4.3. If sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt as set out in Clause 16.3.1.

16.5. Any notice or communication given under these Terms of Sale will not be validly given if sent by fax, any form of messaging via social media or text message.

17. Data Protection

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on our website/ on request.

18. General

18.1. We may, acting reasonably, refuse admission to our premises or attendance at our auctions by any person.

18.2. We act as an agent for our Sellers. The rights we have to claim against you for breach of these Terms of Sale may be used by either us, our employees or agents, or the Seller, its employees or agents, as appropriate. Other than as set out in this Clause 18.2, these Terms of Sale are between you and us and no other person will have any rights to enforce any of these Terms of Sale.

18.3. We may use special terms in the catalogue descriptions of particular Lots. You must read these terms carefully along with any glossary provided in our auction catalogues.

18.4. Each of the Clauses of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.

18.5. We may change these Terms of Sale from time to time, without notice to you. Please read these Terms of Sale carefully, as they may be different from the last time you read them.

18.6. Except as otherwise stated in these Terms of Sale, each of our rights and remedies are: (a) in addition to and not exclusive of any other rights or remedies under these Terms of Sale or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Sale is not a waiver of that or any other right. Partial exercise of any right under these Terms of Sale will not preclude any further or other exercise of that right or any other right under these Terms of Sale. Waiver of a breach of any term of these Terms of Sale will not operate as a waiver of breach of any other term or any subsequent breach of that term.

18.7. These Terms of Sale and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

These Terms and Conditions are based upon recommended terms of sale by SOFAA