

## **Information for Buyers at Auctions**

**1. Introduction.** The following notes are intended to assist bidders and buyers, particularly those that are inexperienced or new to our salerooms. All of 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 in the back of our auction catalogues. Our staff will be happy to help you if there is anything that you do not fully understand. Please make sure that you read our Terms of Sale 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 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 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 are not definitive.

**4. Buyer's Premium.** The Terms of Sale oblige you to pay a buyer's premium at 30% on the hammer price of each lot purchased. VAT is included in this premium (see below).

**5. VAT.** Items in our catalogue may be marked in the following ways:

**a.** (\*) indicates that VAT is payable by the buyer on the hammer price as well as being an element in the buyer's premium. VAT will be chargeable at the standard rate (presently 20%). This imposition of VAT is likely to be because the seller is registered for VAT within the European Union and is not operating the Dealers Margin Scheme or because VAT is due at 20% on importation into the UK.

**b.** (\*\*) indicates that the lot has been imported from outside the European Union. These lots are liable to a reduced rate of VAT (5%) on the hammer price and buyer's premium).

**c.** Lots which do not have either of the above symbols have no VAT payable on the hammer price. This is because such lots are sold using the Auctioneers' Margin Scheme. The VAT included within the premium is not recoverable as input tax.

**6. 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 note carefully the exclusion of liability for the condition of lots set out in the Terms of Sale at clause 12.4.

**7. 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 importing goods of that character e.g. because the goods contain prohibited materials such as ivory.

**8. 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 in order to allow us sufficient time to carry out the necessary checks. Lots will be invoiced to the name and address on the registration form. You will need to provide us with proof of your identity in a form acceptable to us and such other information as we may require. 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.

**9. Absentee Bidding:** If you are unable to attend the auction there are a number of options available to enable you to participate. When placing any absentee bids, please check and double check the lot numbers as this is the only definitive piece of information which guarantees your bid is executed on the lot you want.

**a.** Commission bidding: It is possible to leave commission bids with the auctioneers indicating the maximum amount to be bid excluding buyers' premium. They will be executed as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids the auctioneers may prefer the first bid received. In some instances the auctioneer may also exceed a bid in order to secure the lot on the buyer's behalf. Commission bids are accepted by e-mail, phone, or through your account on [www.byrnesauctioneers.co.uk](http://www.byrnesauctioneers.co.uk), and in all these instances, commission bidders are deemed to have read, understood and agreed to be bound by our conditions of business. All commission bids should be received by close of business on the day prior to the auction (or up until 9am if made through your online account). Any bids received later than this time cannot be guaranteed to be executed accurately. To ensure that bids are placed on the right lots please check all your lot numbers as this is the only piece of information which guarantees you buy the lot you want.

**b.** Telephone bidding: We reserve the right for this service to be available on higher value lots only. The number of telephone lines is limited so we would urge serious telephone bidding only and ask that you be prepared to bid at least to the low sale estimate. It is also advisable to leave a maximum covering bid in case we cannot contact you by telephone. All telephone bids must be received by close of business on the day prior to the auction

and prospective purchasers booking lines are deemed to have read, understood and agreed to be bound by our conditions of business.

c. Internet bidding: Online bidding services are available through third party service providers, who have their own registration procedures and charge a fee for using their facility, which we collect on their behalf. Online bidders are deemed to have read, understood and agreed to be bound by our conditions of business.

**10. Methods of Payment.** Acceptable payment methods are debit card, credit card and bank transfer. We do not accept cheques or cash. Card payments over the telephone are not accepted for amounts over £500. Card payment can also be made online through our invoicing system.

**11. 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. We offer a domestic and international dispatch service for which we will provide a quote if requested. Cleared payment is required prior to dispatch. For urgent dispatch, awkward, very fragile or bulky items we may suggest an alternative to this service, but please feel free to enquire as we will oblige wherever possible. Please note that there is a special notice applied to coins, medallions and tokens, which is printed at the end of this information.

### **Artists resale rights**

In accordance with Artists Resale Rights Regulations 2006, all lots which sell for £1,000 or more are subject to a resale royalty charge ("Royalty"). This Royalty is payable by the Bidder. The Royalty will be charged at a rate of 4% of the total hammer price (exclusive of Bidder's premium) for lots selling for amounts up to £50,000. For lots selling in excess of £50,001, the Royalty shall be calculated at a reduced rate (details available on request). The Royalty is not subject to VAT and is payable in sterling calculated on the day of sale at the prevailing rate of exchange. Payment shall be passed directly to the Design and Artists Copyright Society (DACS), 33 Great Sutton Street, London EC1V 0DX. For further information please contact the Auctioneers or DACS on 0845 4103410 or visit their website at [www.dacs.org.uk](http://www.dacs.org.uk)

### **SPECIAL NOTICES**

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

**Post 1950s Furniture:** All items of furniture included in this sale are offered as works of art. The items may not comply with the Furniture and Furnishings (Fire) Safety Regulations 1988 and for this reason they should not be used in a private dwelling.

**Coloured gemstones:** It is accepted practice that many coloured gemstones are routinely treated to enhance their colour and possibly clarity, and unless otherwise stated in individual written condition reports, it must be assumed that those offered for sale in this saleroom have possibly been subjected to such treatments:

**Clocks & Watches:** Please note that with clock and watch lots we do not offer any opinion as to the originality of component parts, accompanying documentation, boxes or any other additional material. In the case that a watch has its factory seal intact it will not have been, and cannot be, opened by us. If a potential purchaser wishes to make an internal inspection of a watch which necessitates breaking a factory seal, this will only be possible on the understanding that the watch will be reinstated at the interested party's expense, regardless of whether they are the purchaser. If a condition report is requested it will not include any opinion as to the originality, completeness or working condition of the movement. Potential buyers are strongly advised to make a physical inspection in person prior to bidding as we will not accept returns on such lots. By bidding you are deemed to have satisfied yourself with regard to the originality and working order, or otherwise, of all components of a lot.

**Coins, Tokens and Medallions:** Please note that while we are happy to post such items, in doing so we will not accept any returns under Section 13 of our Terms of Sale due to the possibility of lots being substituted once they have left Byrne's premises.

**E&OE 4<sup>th</sup> July 2024**