

COMMISSION BIDS - CONDITIONS OF SALE

1. The buyer is deemed to have accepted these Conditions of Sale and Notices by the making of any bid.
 2. The highest bidder shall be the buyer at the "Hammer Price" and any dispute shall be settled at the Auctioneers absolute discretion. The Auctioneer shall have the right to determine the advance of the bid. The Auctioneer reserves the right to refuse any bid and of altering, adding to, dividing, consolidating or withdrawing any Lot or Lots at the sale or bidding on behalf of the Seller. The Auctioneers shall be the sole arbitrators to every matter connected to the sale and their decision on each and every point in question shall be final and binding on all parties.
 3. Brettells will not be responsible for the correctness of the description or measurement or weight or genuineness or authenticity of any article. Whilst believed to be correct descriptions are made as an expression of opinion only and all Lots are sold subject to all faults and errors in description. Neither the Auctioneers nor the Sellers make any warranty to buyers in respect of the law and any implied conditions or warranties are excluded except in the case of the Seller those implied in S.12 of The Sale of Goods Act 1973 as amended by The Supply of Goods (implied terms) Act 1973.
 4. Buyers shall give, on request, their names and places of abode and/or business and to pay at the fall of the hammer the whole of the purchase money or such deposit as the Auctioneers may require.
 5. Commission Bids will be executed free of charge for those unable to attend the sale but only upon receipt of written instructions. All commission bids are accepted only at senders risk and no refunds or allowances shall be made to senders in respect of any error in description, lot number or maximum bid made by the sender.
 6. All lots to be at the sole risk and charge of the buyer from the fall of the hammer and such Lots to be taken away with all faults, defects and errors of description of whatsoever nature. No buyer shall be entitled to remove any Lot until he or she has paid for the whole of the Lots purchased in full and cheque, if appropriate, has cleared. If requested to do so the purchaser must supply reasonable means of identification and a receipted account before removing any or all lots.
- Payment and Collection.
7. The Purchaser shall pay the hammer price together with a buyers premium to which VAT will be added.
The amount of Buyers Premium will be announced at the start of the sale.
 8. Full payment and collection of Lots by the buyer shall not exceed 3 working days after the day of the sale and the buyer shall be responsible for any removal, storage and insurance charges on any Lot not so removed. Please refer to paragraph 11 below.
 9. Payment shall be made by Bankers Draft, Cash, Cheque, Debit or Credit Card.
Cheques shall not be accepted by Brettells unless the purchaser is known to the Company or prior arrangements made at least two days prior to the sale. Brettells require the right to instruct the purchaser to provide a Bank Reference at the proposed purchasers sole expense.
 10. The sale of each lot shall be governed by English Law.
11. On failure of compliance with these Conditions, the Auctioneers shall be at liberty to re-offer the Lot or Lots in the next sale (i.e. seven days later) without further notice, either by public or Private Sale and the deficiency, if any, arising from such second sale together with all charges and expenses attending the sale shall be recovered as and for liquidated damages.
Furthermore the Auctioneers shall be entitled to exercise one or more of the following rights and remedies:
 - a Proceed against buyer for breach of contract.
 - b to rescind the sale of any other Lots to the defaulting purchaser.
 - c to reject or ignore any bids made by the defaulting purchaser or to obtain a deposit before accepting further bids.
 12. For all purposes of the sale the Auctioneers shall be deemed to be Agents of both the Buyer and Seller and shall not be held responsible for any default by either the buyer or seller.
 13. Every person on Brettells premises at any time shall be deemed to be there at their own risk and shall have no claim against Brettells in respect of any injury he/she may sustain or any accident which may occur. Brettells shall have the right at their discretion to refuse admission to their premises to any person.
 14. Brettells reserve the right to cancel any sale without prior notice.
- Online Bidding
15. Brettells Auctioneers & Valuers offer an online bidding service via the-saleroom-com for bidders who cannot attend the sale. In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Brettells Auctioneers & Valuers you:
 - a. Authorise Brettells Auctioneers & Valuers, if they so wish, to charge the credit card given in part or full payment, including all fees, for items successfully purchased in the auction via the-saleroom.com, and
 - b. Confirm that you are authorised to provide these credit card details to Brettells Auctioneers & Valuers through www.the-saleroom.com and agree that Brettells Auctioneers & Valuers are entitled to ship the goods to the cardholder name and cardholder address provided in fulfilment of the sale.

Please note that any lots purchased via the-saleroom.com live auction service will be subject to an additional 3% commission charge + VAT to the-saleroom.com at the rate imposed on the hammer price.
 16. Artist's Resale Right. Purchase of lots marked with the following symbol (+) will be subject to payment of the Artist's Resale Right, at a percentage of the hammer price calculated as follows:

Portion of the hammer price (in Euros).....	Royalty Rate
From 0 to 50,000.....	4%
From 50,000.01 to 200,000.....	3%
From 200,000.01 to 350,000.....	1%
From 350,000.01 to 500,000.....	0.5%
Exceeding 500,000.....	0.25%

The Artist's Resale Right payable will be aggregate of the amounts payable under the above rate bands, subject to a maximum royalty payable of 12,500 Euros for any single work each time it is sold. The maximum royalty payable of 12,500 Euros applies to works sold for 2 million Euros and above. Calculation of the artist's resale right will be based on the Pounds Sterling/Euro reference exchange rate quoted on the date of the sale by the European Central Bank.