



DAVID DUGGLEBY

— Auctioneers & Valuers —

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 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 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 21% on the hammer price of each lot purchased. In addition, VAT is charged on 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. **Electrical goods.**

- a. Items marked as PAT tested are subject to a 5 day warranty from date of sale.
- b. For all other items, if you buy electrical goods for use you must ask a qualified electrician to check them for compliance with safety regulations before you use them.

9. **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.

10. **Commission bidding.** You may leave commission bids with us indicating the maximum amount to be bid against a lot (excluding the buyers' 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) by extending this bid by one increment. Please enquire in advance about our arrangements for the leaving of commission bids by telephone or fax/email or via our website or online bidding platform.

11. **Live Bidding.** Please see clause 19 in Terms of Sale.

- a. Any lots purchased via the-saleroom.com live auction service will be subject to an additional 5% commission charge plus VAT imposed on the hammer price (collected by David Duggleby on behalf of the-saleroom.com).
- b. Any lots purchased via DD Live auction service will be subject to an additional 2% commission charge plus VAT imposed on the hammer price.

11. **Methods of Payment.** These are cash (for which there is an upper limit of 15,000 euros equivalent), debit card, credit card (online payments only), BACS payment or cheque (any cheques will need to be cleared before you can take the goods away). Please discuss with our office in advance of the sale if you plan to use other methods of payment.

12. **Collection and storage.** Lots must be paid for and collected within five days following the sale. Please note what the Terms of Sale say about collection and storage. Any delay may involve you having to pay reminder fees and storage charges.

13. **Droit De Suite.** Please see clause 18 in Terms of Sale.

14. **Attribution of Pictures (Quarterly Picture Sales only).**

- a. The forename(s) and the surname of the artist indicates in our opinion a work by the artist.
- b. The initials of the forename and the surname of the artist indicates in our opinion a work of the period of the artist which may be wholly or in part his work.
- c. The surname of the artist indicates in our opinion a work of the school or by one of the followers of the artist or in his style and of uncertain date.
- d. 'Bears signature' indicates in our opinion that this is not the signature of the artist.
- e. All other terms are self explanatory.
- f. Terms of Sale clause 12 also applies.