

BARRY L HAWKINS

Terms & Conditions of Sale

1. Every Sale and these Conditions of Sale shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.
2. The Company acts as Agents only in respect of goods delivered for the purposes of sale and herein shall be known as the 'Auctioneers'. Persons instructing the Firm to sell goods are herein known as 'Vendors'. Persons who have acquired lots offered for sale by the Auctioneers are herein known as the 'Purchasers'.
3. All persons attending a Sale under the conduct of the Auctioneers - whether at their Salerooms or elsewhere - shall be deemed to be on the land and premises at their own risk and shall have no claim against the Auctioneers or their principals in respect of the cancellation/ postponement of a Sale or any loss, accident or injury however occasioned, save in so far as the same is proven to be caused by the direct negligence of an employee(s) of the Firm.
4. The Auctioneers make every reasonable effort to ensure the accuracy of advertisements, catalogue descriptions and other publicity but except where specifically instructed so to certify by a Vendor, declare that all statements, oral or in writing, are those of opinion only, made without responsibility and shall not give rise to any action in law for damages, compensation or rescission of a sale by a Purchaser, against any Vendor, the Auctioneers or their employees.
5. Many lots are of an age or nature which preclude their being in pristine condition. Some catalogue descriptions may refer to damage and/or restoration; however, omission of such a reference does not imply a lot is free from defects nor does any reference to a particular defect imply the absence of others.
6. Purchasers should, therefore, satisfy themselves by physical inspection of lots, before bidding, as to the origin, authenticity, quality, age, weight, size and general description - as lots are sold in their actual state with all faults, imperfections or errors of description. If physical inspection is not possible, condition reports must be reviewed by purchasers in full before bids can be accepted.
7. Electrical/ mechanical goods are sold on the strict understanding that these are untested, without warranties or any other guarantees as to serviceability or working order.
8. Persons handling lots do so at their own risk and shall make good all loss or damage howsoever sustained; each estimate of cost to be assessed by the Auctioneers whose decision shall be final.
9. In making a bid, Purchasers acknowledge their attention has been drawn to these Conditions of Sale and that they are satisfied as to the description and condition of lots.
10. Lots are sold subject to any announcement, declaration, alteration of description or other matters, made by the Auctioneers prior to the invitation of bids.
11. At the fall of the hammer, the highest bidder, acceptable to the Auctioneers, shall be the Purchaser and any dispute shall be settled by the Auctioneers, whose decision shall be absolute and final. No lots shall be transferred.
12. The Auctioneers may divide, combine, add or withdraw lots and make any catalogue alterations without notice or reason; they shall regulate the advance of bidding, accept or reject (at their absolute discretion and without justification) and bid on behalf of the Vendor, where there is a reserve price or at their authorised discretion.
13. Prospective purchasers must register their name and full address with the Auctioneers before bidding. They will then be issued with a number card which must be shown every time they make a successful bid. Upon failure to do so, the Auctioneers may re-offer the lot at their sole discretion.
14. As Agents only, the Auctioneers shall not be responsible for default on the part of Vendors or Purchasers. Any resultant deficiency, together with interest, costs and expenses, shall be made good by the defaulter, recoverable as and for liquidated damages. This condition is, however, without prejudice to the right of the Auctioneer, in appropriate circumstances, to enforce the Sale Contract if they see fit.
15. The Contract of Sale is made with the Auctioneers, as Agents for the Vendors and payment shall be made only to them. Notwithstanding the foregoing, the Auctioneers shall retain a lien on all goods which shall not pass to the Purchaser until full payment has been received.
16. Unless prior arrangements have been made with the Auctioneers, cheques more than recognised limits will not be accepted from the Purchasers unknown to them who have not supplied a Bank or other suitable reference. In all cases, cheques must be supported with the production of a valid Bank card. Non-compliance with this condition may delay the release of lots, pending the clearance of cheques.
17. At the fall of the hammer, all lots shall be and remain, in every respect, at the absolute risk of the Purchaser, including those of fire, burglary, etc., and damage occasioned to lots by the removal of other goods.
18. Purchasers shall pay for and remove lots at their own risk and expense immediately following the Sale; after such time, they shall be subject to a daily charge to cover storage. The Auctioneers reserve the right to resell uncollected lots by auction or private treaty or alternatively, warehouse goods at a Purchaser's expense. In all cases, the Auctioneers may act without notice and any incidental expenses incurred will become a liability to the defaulter. Invoices not settled within 14 days of the sale will be subject to interest charged at NatWest Bank base rate plus 6%.
19. Notwithstanding any other terms in these Conditions of Sale, if within seven days of a Sale, a Purchaser gives notice in writing to the Auctioneers, that in his/her opinion a particular lot (this shall not apply to books or similar printed matter) is a deliberate forgery, as defined below and within fourteen days after such written notice, returns lots to the Auctioneers in the same condition as it was at the time of Sale - and by producing evidence, the burden of proof to be upon the Purchaser- satisfies the Auctioneers that the lot is a deliberate forgery, then the Auctioneers are authorised to do so and will rescind the transaction and refund the purchase price received by them. This benefit is not assignable. In the context of this guarantee, a 'deliberate forgery' means a lot made with an intention to deceive, when considered in the light of the catalogue entry and at the date of the Sale had a value substantially less than it would have had, had it been in accordance with the description. However, there will be no right where the description in the catalogue at the time of the Sale was in accordance with the general opinion of experts or fairly indicated there to be a conflict of opinion. The Auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.
20. The Auctioneers are prepared to accept commission bids on behalf of intending Purchasers unable to attend at the time of Sale, provided they are completed on the correct bidding form and received by the Auctioneers by 8.00 pm on View Day. The Auctioneers regret that any bids left after this time are not guaranteed to be processed/executed. Telephone bids must be organised by contacting the Auctioneers directly. As a matter of policy all bids must be backed by credit/debit card details, unless the prospective purchaser has received in writing from the Auctioneers "Approved" or "Regular" buyer status, in which case the relevant code will be required. If submitting bids by e-mail please confirm credit/debit cards with the Auctioneers by telephone. The Auctioneers regret that any bids left without the backing of credit/debit card details, or an "Approved" or "Regular" buyer code, will not be processed/executed. The Auctioneers cannot be held responsible for, nor are they connected with, commission bids given to Porters.
21. A Buyers Premium of 10% is payable by all Purchasers and is subject to VAT at the prevailing rate.
22. The auctioneers reserve the right to ask for evidence of identity before clients' complete transactions.
23. Client Money: Client's money is defined as any monies received and held by a firm that does not solely belong to it, such as sale proceeds and deposits, auction sale proceeds etc. The firm closely follows RICS Regulations on protecting clients' monies and operates a number of designated client bank accounts specifically for the depositing of client monies. The current client accounts are maintained at NatWest Bank and are not interest bearing.
24. BARRY L HAWKINS Registered Office Estate office, 15 Lynn Road, Downham Market, PE38 9NL. You will be contracting directly with BARRY L HAWKINS, and not with any individual Member or employee personally. No Member of the business or any fee earner can accept personal liability for your work.



BARRY L HAWKINS

Glossary of Picture Catalogue Terms

A work catalogued with the forename(s) and surname or recognised designation of an artist is, in our opinion a work by the artist.

- ☞ Attributed to ... in our opinion a work of the period for the artist which may be in whole or part the work of the artist.
- ☞ Circle of ... in our opinion a work of the period of the artist and showing his influence.
- ☞ Manner of ... in our opinion a work executed in the artist's style, but of a later date.
- ☞ Signed/inscribed/dated ... in our opinion the work has been signed/inscribed/dated by the artist.
- ☞ Studio of ... in our opinion a work executed in the studio of the artist, possibly under his supervision.
- ☞ Follower of ... in our opinion a work executed in the style of the artist but not necessarily by a pupil.
- ☞ After ... in our opinion a copy, of any date, of a work by the artist. With signature/inscription/date ... in our opinion the signature/inscription/date are not by the artist, and possibly of a later date.

A work catalogued as 'school' accompanied by the name of a place or country and a date means that in our opinion the work was executed at that time and in that location, e.g. Russian School circa 1780. The term 'ascribe to' may in certain cases be used to denote a traditional attribution based on style, but not necessarily confirmed by the auctioneers.

References to Conditions are included for Prints in some instances. However, the absence of a reference does not imply that a lot is free from defects nor does any reference to defects imply the absence of others. Such information is for guidance only and the condition of any lot should be confirmed by examination prior to sale. Reference to conditions are not given for oil paintings or watercolours in catalogue descriptions.

All measurements are shown in centimetres. Print measurements (where shown) are taken where possible for the platemark (pl.) otherwise they record the size of the sheets on the borderline (s).

