AUCTIONS
chiswick

1 Colville Road, London, W3 8BL
+44 (0)20 8992 4442
chiswickauctions.co.uk

Consignment number

Vendor number

SELLER AGREEMENT

It is important that you read and understand the terms and conditions contained in this agreement. Only sign if you wish to be bound by the terms and conditions. Please discuss with a staff member of Chiswick Auctions if there is any term or condition that you do not understand.

Title..... First name ..... Surname .....Company (IF APL.) .....

Address .....Postcode .....

Town / City ..... Country ..... E-mail .....

Tel/Mobile ..... ◯ Chiswick ◯ Other .....

Owner ◯ Yes ◯ No If no, relationship: ◯ Agent ◯ Executor ◯ Trustee ◯ Other (please specify) .....

YOUR PROPERTY

Dept	Sale Date	Description	Estimate	Reserve

FEES - Please read the terms set out on the reverse of this form.

◯ **Vendor's Commission**
15% of the hammer price plus VAT is charged.

◯ **Marketing Charge - see T&C's**
Tiered scale based on hammer price for sold lots and reserve price for unsold lots.

◯ **Loss/Damage Liability**
1.5% of the hammer price plus VAT is charged.

Please note that Marketing and Loss/Damage Liability charges are payable by the vendor on both sold and unsold lots.

SPECIAL INSTRUCTIONS

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Thank you for consigning with Chiswick Auctions.

Please read this document carefully, including the terms set out on the reverse of this form, since they create legal rights and obligations.

I AGREE TO THE TERMS AND CONDITIONS AS DETAILED OVERLEAF.

Sign here .....
Consignor's signature

Sign here .....
For and on behalf of Chiswick Auctions

Printed name .....

Printed name .....

Date .....

Date .....

◯ **Please tick if you would like to receive information about our forthcoming sales and events by email.**

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Terms and Conditions for Vendors at Chiswick Auctions

1.BEFORE THE SALE

1.1 Agent for the Seller

Chiswick Auctions Ltd (hereafter C.A. Ltd) acts as an agent for the Seller. The Seller agrees that C.A. Ltd shall promote and offer the Lot(s) for sale on their behalf.

For the purposes of the present Terms and Conditions, the Seller is defined as the legitimate owner of the Lot(s).
The Contract of Sale is between the Buyer and the Seller.

1.2 Seller Undertakings

The Seller undertakes to C.A. Ltd that they are the true owner of the Lot, or have been duly mandated by the true owner to sell the Lot, and that there are no claims relating to ownership or title or any other claim thereon.
All information provided by the Seller prior to the sale, including but not limited to attribution or provenance is deemed to be true and accurate.
The Seller shall be bound by such assertions and may be liable to indemnify C.A. Ltd for any false statements made. Any Seller acting in the course of business shall be bound by the description they make.
In relation to imported items, the Seller undertakes that the Laws of the countries from which the item was exported have been complied with and that the item has been lawfully imported. It is the Seller's duty to obtain necessary licenses and authorisations for the purposes of the sale.

1.3 Proof of identity

The Seller shall be required to provide proof of identification in the form of a passport and photocard driving licence. No other forms of ID are acceptable. Proof of address of main residence is also required. Only official documents showing name and address will be accepted.

1.4 Lot examination and description

C.A. Ltd shall proceed to a free standard examination of the Seller's Lot, which does not involve in-depth investigation
or tests unless otherwise agreed. The Seller may request
further research and tests which may incur extra costs. Such undertakings by C.A. Ltd shall be at the Seller's expense.
Identification and description of the Lot is a statement of opinion by C.A. Ltd and at this point is made for the sole purposes of informing the Seller. Until the Lot is entered for sale, the basic description given by C.A. Ltd is not binding.

1.5 Estimates

Estimates at C.A. Ltd are made for indicative purposes only and are merely a statement of the auctioneer's opinion, based on a variety of factors such as the item's market value at the time of the sale, quality, rarity etc.
The Seller accepts that any estimate or valuation provided by C.A. Ltd is a genuinely held opinion only and can in no way be considered as a guarantee of the selling price or value of the item. Estimates do not include Seller's Commission or VAT.
C.A. Ltd shall not be held responsible if a Lot does not sell within the range of the provided estimate and by no means can the sale be cancelled by the Seller in such circumstances.

1.6 Reserves

The Seller may place a reserve price on items offered for auction. Reserve prices of less than £100 shall not be accepted. Where Lots are entered on a signed contract or receipt without reserve, the Lot may be sold to the highest bidder, irrespective of the price achieved by the said Lot at auction.
Lots with discretionary reserves may be sold at 10% below the lower estimate.

1.7 Cataloguing / Marketing

A basic pre-sale description of the Lot(s) shall be made prior to cataloguing. This basic description is for identification purposes only and by no means is C.A. Ltd held by such assertions.
A marketing charge will be incurred on sold and unsold lots on a tiered scale relating to either the sale result or in the event of a lot failing to sell, the lot reserve:

Standard marketing fee structure, based on low estimate or hammer price(+VAT):

Up to £299	£15 charge
£300 - 999	£30 charge
£1,000 - 2,999	£50 charge
£3,000+	£100 charge

Marketing and any promotion of a lot(s) in any medium is at the sole discretion at C.A. Ltd.

C.A. Ltd shall own the copyright on all images, illustrations
and written material produced by or for C.A. Ltd relating to a Lot, including catalogue contents. The Seller shall not use the said materials without the prior consent of C.A. Ltd.

1.8 Item withdrawal before the sale

In the event a catalogued Lot is withdrawn by the Seller prior to the sale, a charge of £40 plus VAT or 8% of the reserve plus VAT (whichever is greater) will be levied. C.A. Ltd may at its entire discretion and at any time before or during the sale
withdraw a Lot consigned by the Seller for any reason it deems reasonable, such as where disputes have arisen with respect to questionable authenticity or attribution, or in the event of any other claim on the Lot.

1.9 Charges

Any costs in relation to the sale that may arise, such as Seller's Commission, taxes, and any other costs relating to the promotion of the Lot by C.A. Ltd or obtaining relevant authorisations for the purposes of the sale shall be at the
Seller's expense. C.A. Ltd may, upon the Seller's request or prior consent, arrange additional services such as restoration of the item or authenticity tests. Any costs that may be incurred for the purposes of promoting and selling the Lot shall be at the Seller's expense.

2. DURING THE SALE

2.1 Bidding policies

C.A. Ltd shall regulate the bidding at its entire discretion. Neither the Seller nor anyone on behalf of the Seller shall be permitted to bid for their own Lots.
Where Lots are entered with a reserve, C.A. Ltd alone shall have the right to bid on behalf of the Seller and up to the set reserve price only. Bidding thereafter shall be incremented
at the auctioneer's discretion in response to interested third parties.

3.AFTER THE SALE

3.1 Unsold Lots

If a Lot does not sell during the auction, the Seller must collect said Lot within a free storage grace period of five working days.
C.A. Ltd does not store unsold Lots. After the afore mentioned grace period, uncollected items may be sold without reserve, or prior notice. Storage of said items shall incur storage fees at the Seller's expense until collection by the Seller or disposal by C.A. Ltd. Unsold or withdrawn Lots will not be released until all outstanding charges have been settled in full (£10 + VAT per lot per day).

3.2 Unsold without reserve

Should any item estimated at £100 or under or offered for sale without reserve not attract a selling bid during the auction, C.A. Ltd reserves the right to dispose of the item if uncollected during the post-sale grace period.

3.4 Seller's Commission

A standard commission charge of 15% of the hammer price on any Lot, plus VAT on that commission, shall be payable by the Seller to Chiswick Auctions Ltd.
Please note that an additional storage fee of £8 plus VAT is charged on Wine & Spirits lots to cover specialist off-site storage.

3.5 Payment

Subject in all cases to prior receipt of cleared funds by C.A Ltd and subject to cancellation of the sale under condition 3.7, C.A Ltd shall make payment by bank transfer of the proceeds of sale within 35 days. Payments delays caused by buyers or any other unforeseen circumstances will be managed in consultation with the seller and payments made as soon as funds are cleared.

Payment shall be made within the above-mentioned time frame only after full payment for any outstanding amounts owed by the seller has been made to C.A Ltd.

3.6 Loss or Damage

C.A. Ltd shall store consigned Lots on its premises.
C.A. Ltd is not authorised by the Financial Services Authority

(F.S.A.) to provide insurance to its clients and does not do so. However, C.A. Ltd provides a Loss or Damage Liability Warranty, therefore assuming liability for Lots consigned to us at the lower pre-sale estimate, until title passes to the Buyer at the fall of the hammer. A Loss and Damage Liability Warranty fee of 1.5% of the hammer price plus VAT will be charged on both sold and unsold lots.
The liability assumed by C.A. Ltd under the present section shall be limited to the lower pre-sale estimate or to the set reserve price if a Lot is unsold.
C.A. Ltd shall not be liable for loss or damage to: frames or glass covered prints, paintings or other works OR for damage caused by: moths, vermin, woodworm, insufficient packing, preparation carried out by the Seller or on their behalf.
Old frames are often fragile or subject to deterioration and whilst C.A. Ltd will do its upmost to ensure the safety and care of frames and glass, it will not compensate for loss or damage to property caused by changes in humidity or temperature; normal wear and tear; gradual deterioration; or inherent defect. Settlement in any claim arising shall be subject to commission as if the lot had sold in the normal manner.

3.7 Cancellation

In the event C.A. Ltd becomes aware of any error or dispute of any nature during or after the auction, it may entirely at its discretion cancel the sale or reoffer and resell the Lot, whether or not title has passed to the Buyer, and up to a period of 6 months after said sale.
Grounds for cancellation under the present section shall include but not be limited to: any dispute relating to the attribution
or provenance of the Lot; ownership and title; fraud or deceit; lack of relevant licences or certificates; any subsequent changes in domestic or international legislations restricting the sale of export of goods etc.
In the event fraud is committed, the Seller may be liable to indemnify both the Buyer and C.A. Ltd.
By no means can the Seller cancel the sale upon the fall of the hammer. However, the Seller must notify C.A. Ltd within 28 days of any event which may give rise to a claim failing in which, C.A. Ltd reserve the right to decline any such claim.
If C.A. Ltd has made payment for the proceeds of the sale to the Seller prior to cancellation of the said sale, the Seller shall make a full refund of the proceeds within 5 working days from notification of the cancellation by C.A. Ltd.

3.8 Data protection

The Seller agrees that personal information transmitted to C.A. Ltd may be disclosed exclusively for the purposes of business, or as required by Law.
C.A. Ltd shall not use personal information for any other purpose without the Buyer's prior consent.
C.A. Ltd shall never sell, lend or trade in personal data provided by any Party.

3.9 Severability

Whenever and to the extent that any provisions of these terms would or might contravene the provision of any relevant legislation, such provision is to take effect only in so far as it
may do so without contravening such legislation and the legality, validity and enforceability of any of the remaining provisions are not in any way to be affected or impaired as a result.

3.10 Law and Jurisdiction

The rights and obligations of the parties with respect to these Conditions of Sale and the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with the Law of England and Wales.
For the benefit of C.A. Ltd all bidders and sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship warranty relate or apply. All parties agree that C.A. Ltd shall retain the right to also bring proceedings in any court other than the Courts of England.

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