



## Mendip Auction Rooms



# Killens

Monday - Friday 10am - 5pm





Since we first opened the Mendip Auction Rooms in 2012, we have become an established auction rooms selling a wide range of Antiques and Collectables across the world.

As an independent family business, we are committed to maintain a level of customer service that is exceptional in our industry and we wish to deliver a great service to those who live in our community .

Today, we offer over 30,000 lots per year at our convenient auction rooms set in the heart of the beautiful Somerset countryside. With extensive premises situated just off the A37, we offer great facilities with ample parking and the ability to deliver and collect in a straightforward fashion.

Our specialists offer an excellent personal service which combined with extensive knowledge and a deep understanding of the world of antiques, ensures the best possible client experience. Further confidence can be provided in that we are regulated by the Royal Institution of Chartered Surveyors and operate to the highest standards.

Whatever your needs, do contact us to discuss how we can help you achieve your objectives.



**Tom Killen**

Partner

[tom@killens.org.uk](mailto:tom@killens.org.uk)





## Committed to maximising prices and delivering a seamless service

The Mendip Auction Rooms may be young but we have come along way over the past ten years and are now recognised as a leading auction house in the South West handling the sale of items from high value fine art to lower value house contents.

We are committed to optimising the prices achieved and delivering an enjoyable and seamless service.

We conduct monthly Fine Art and Antique auctions with specialist Silver and Jewellery and Militaria sections as well as specialist auctions across a wide range of categories, so whether you want to sell a diamond ring, a classic car, a fine bottle of whisky, a Purdey shotgun or a 1960s sideboard, our team is on hand to assist.

At Killens, we are able to deal with the sale of all items with lower value collectables being offered at our popular and regular Interiors & Collectable Sales. We offer a comprehensive service that is particularly helpful for solicitors and those handling Estates.

Alongside our in-house team of valuers, we are supported by a fantastic group of external consultants with expertise in their respective fields ranging from shooting and fishing items to wine, pictures and jewellery.

With convenient auction rooms that are situated in the middle of everywhere rather than the middle of nowhere, we take care of everything, ensuring that items are carefully catalogued, photographed and promoted to a huge audience of prospective buyers across the world.

We realise that auctions can be daunting for those who have no experience of them and we are determined to ensure that the Mendip Auction Rooms provides a friendly and enjoyable experience for the new and the experienced. We embrace the future with the use of modern technology but we have not forgotten the importance of good old fashioned service and traditional values.

## Why sell by auction with us?



### **Simple**

An easy way of selling



### **Competitive**

The ultimate open market test



### **Focus**

Concentrated promotion with demand from motivated buyers



### **Global Reach**

Buyers from around the world are reached



### **Professionalism**

Excellent advice, cataloguing and photography



### **Exposure**

Comprehensive marketing campaigns



### **Certainty**

Sales achieved with a set timescale for settlement



### **Transparency**

A highly visible process for buyer and seller

## Our Auctions



### Fine Art and Antiques

Our monthly auctions of fine art and antiques and collectables provide an opportunity to sell and purchase a wide variety of items including:

- Furniture
- Silver
- Jewellery
- Ceramics
- Paintings
- Pictures
- Glassware
- Miscellanea

We offer specialist sections of silver, jewellery and militaria at these sales. Wherever you are in the world, it is possible to bid live through the internet or over the phone. We also mail out catalogues to our database of national and local buyers. Auctions are held one Saturday per month starting at 10am.

### Interiors and Collectables

Twice a month, on Tuesdays, we hold auctions of Interiors and Collectables including more modern household effects.

### Modern Design

From swivel chairs to rocket lamps and from Danish furniture to superb glassware there is an excellent variety at each auction. Our sales are held bi-monthly and are proving extremely popular.

### Specialist Auctions

We also stage periodic specialist sales including:

- Sales of Sporting Items, Fine Wines and Spirits
- Classic Cars, Motorcycles and Automobilia



### House Sales and On-site Dispersal Auctions

In addition to conduction sales from our auction rooms at Rookery Farm, we can also conduct sales of all types on the premises.



# FAQs - Selling at the Mendip Auction Rooms

## What items do you sell?

We sell a wide range of items at our sales including:

Silver, Jewellery, Coinage, Furniture, Pictures, Paintings, Glassware, Ceramics, Watches, Clocks, Militaria, Sporting Items and Fine Wines

At our Interior and Collectable Sales, we also sell household effects.

We are not able to accept all items and our focus is on selling items of quality that are worthwhile selling. Ideally, we would like to help our clients by accepting all items but some items may not sell or may not be worthwhile selling. Our valuers can provide guidance on what can and can not be offered for sale.

## How can I get my items valued?

Without appointment at the auction rooms, Monday - Thursday between 10am and 3pm.

Alternatively, one of our valuers can visit you at home free of charge.

It is also possible to email us with photographs to [enquiries@mendipauctionrooms.co.uk](mailto:enquiries@mendipauctionrooms.co.uk) or use the valuation page on our website, [www.mendipauctionrooms.co.uk](http://www.mendipauctionrooms.co.uk).

You are under no obligation to enter items for sale if you request a valuation. Valuations for those considering a sale are free of charge.

## How do I enter items for sale?

If you are content with the valuation we provide, our valuers can accept items for sale. If you visit the auction rooms, a consignment form will be completed and a copy provided to you.

If you send items to the auction rooms via a courier then a receipt will be provided as soon as possible after delivery. We do encourage that we are informed of any deliveries that are planned and to ensure that our valuers have provided advice on items intended to be entered as we can not guarantee that we will be able to accept all items.

## How are the prices set for my objects?

The objects you wish to enter will be examined in detail by our experienced valuers and given an appropriate estimate based on the current values of comparable objects.

Depending on the value, a reserve price can be mutually agreed under which we will not sell the object unless:

- ◆ it is agreed that the reserve price is discretionary with the auctioneer being able to sell for up to 10% less than the reserve; or
- ◆ we make up the sale price to the reserve price.

On items of lesser value, we may recommend that a reserve price is not set.

## When will my objects be sold?

Our valuers will advise on the best auction for your items and, in doing so, are firmly focussed on helping you obtain the best price for your items.

We stage the following auctions:

Fine Art and Antiques ( monthly)  
Interiors and Collectables (twice monthly)  
Silver & Jewellery (bi-monthly)  
Modern Design (quarterly)

Militaria (bi-monthly)  
Fine Wines & Spirits (twice yearly)  
Sporting (twice yearly)  
Classic Cars, Motorcycles and Automobilia

We also stage specialist sales throughout the year.

We aim to sell your items as quickly as possible. Our valuers can advise on which sale your items will be entered into.

In respect of our Interior and Collectables Sales, it may not always be possible to process your items in time for the next sale but the team will certainly endeavour to enter your items into the next available sale after that.

Prior to a sale, we email or post clients a pre-sale advice confirming what items are entered into a sale with confirmation of the estimated value and any reserve price.

All our sales are staged online with buyers being able to bid in the room, online, on the telephone or by leaving a "commission bid". Some of our specialist sales are timed auctions. At timed auctions, once the time-period expires, the bidder who has submitted the highest bid wins the lot, provided the bid exceeds any reserve price.

### **What are your charges?**

Our charges are the most competitive in the South West.

Each lot is subject to a £2 entry fee but this will only be payable if the item sells.

We charge a commission rate of 15% (minimum of £3) together with insurance fees of 1.5% taken from the hammer price of each lot. (All charges are subject to VAT).

There is no charge for cataloguing, photography and advertising.

There is no charge for unsold lots.

### **When will I receive the proceeds from my sold lots?**

If the buyer has paid, payments are made 21 days after the auction by cheque or bank transfer (minus charges). A statement is provided at the time of payment.

We encourage clients to securely leave their bank details with us so payments can be made promptly.

### **How can I find out what my items sold for?**

If you leave an email address with us at the time of entering your items, after a sale you will be emailed a post sale advice. If not, this will be posted. Alternatively, you can visit our website to view sold prices.

### **What if my objects do not sell?**

They will be offered for sale once more in a later or timed auction, at a reduced estimate. If we no longer deem the objects saleable, they will be donated to a local charity. If you would prefer your item back then please inform us within 24 hours of the sale and we ask that they are collected within 5 working days.

# FAQs - Buying at the Mendip Auction Rooms

## How can I view the lots?

It is possible to view our sales in person at the auction rooms on our advertised viewing days. Unfortunately, it is not possible to view at other times due to items being processed and the sales being prepared.

Alternatively, you can view the illustrated online catalogues at [mendipauctionrooms.co.uk](http://mendipauctionrooms.co.uk) or [the-saleroom.com](http://the-saleroom.com) once the sales have been prepared and the catalogues have been uploaded. Catalogues for the Interior and Collectable Sales tend to be uploaded the weekend prior to the sale whilst the catalogues for all other sales are uploaded seven days prior to the sale. A printed catalogue without images is also available on request or can be downloaded from our website.

## How can I find out the condition of a lot?

Items are sold as seen and we can give no warranty on the condition of any lot. The condition of a lot is generally not detailed in the description of the lot. We are however able to provide a condition report together with additional photographs at no cost prior to the auction. Alternatively, the condition of items can be assessed in person on viewing days.

## Do I need to register to bid?

All bidders are required to register before the auction either in person or by telephone (01749 840770) or email ([enquiries@mendipauctionrooms.co.uk](mailto:enquiries@mendipauctionrooms.co.uk)).

Online bidders can register through [mendipauctionrooms.co.uk](http://mendipauctionrooms.co.uk) or [the-saleroom.com](http://the-saleroom.com).

## How can I bid?

There are various ways to bid. These are:

- ◆ in person in the saleroom on auction day
- ◆ live on the telephone via one of our experienced colleagues (subject to availability)
- ◆ live on the internet via our website or [the-saleroom.com](http://the-saleroom.com)

By submitting a commission bid to our saleroom or online, in advance of the auction.

A commission bid is a maximum bid for the auctioneers to bid up to. In starting a commission bid, the auctioneer will start at the lowest estimate of value and then, if appropriate, bid up. If you leave a commission bid, you will be notified if you have been successful. Achieved prices can be seen on our website. Whilst the auctioneers make every effort to secure a purchase, if competing bids are at the same level, perhaps from someone bidding in the room, then there can be no guarantee that your maximum bid will be successful.

## What costs does the buyer have to pay?

Each lot is subject to buyer's premium at 18% on the hammer price, plus VAT.

Online bidding using our website is subject to an additional fee of 3% plus VAT (or 4.95% plus VAT for purchases via [the-saleroom.com](http://the-saleroom.com)).

No additional charges apply if you leave a commission bid or bid by telephone.

## How can I pay?

By cash, debit or credit card or bank transfer. Online bidders can pay online by card. Telephone and commission bidders must either pay by bank transfer prior to collection or by cash or card in person on collection. There is a limit on the level of payment we can take over the telephone.

## When can I collect?

It is possible to collect from the salerooms without appointment, Monday to Friday between 10am and 5pm.

We can also post, subject to material and size, or recommend a local courier company. We can provide a post and packing quote on request.

We ask that any lots purchased are collected within five working days of the auction. If items are not collected within this time period then storage charges may apply. Any items not collected within ten days may be sold by us with, assuming the item has been paid for, the net sale proceeds being payable to you.





## A Complete "One Stop" Service

### Probate Valuations



It can be a difficult and distressing time when arranging the deceased estate of a loved one. A full written probate valuation of the property and chattels is a legal necessity and something that can save you a great deal of money. We can provide written valuations of property including homes and other property, as well as antiques and chattels. We apply a caring and sympathetic approach and aim to make this as simple as possible. With experts in property as well as antiques and possessions, we can deliver a 'one stop' service.

In valuing chattels, we will spend as much time as required at the house and produce a full inventory of all the items within. Property valuations are prepared to RICS "Red Book" standards. The values are based on a low and realistic market price. This is important as it is the figure used to calculate any inheritance tax liability. A quick and efficient service is important, and we can usually attend the property within a few days, no matter the location.

### Selling By Auction/House Clearances



Once probate has been granted, we will be able to sell all saleable items for you and dispose of any unsaleable ones. Using our local and reliable carriers, we can collect single items or clear whole properties from small flats to mansions.

Through our recommended providers, we can arrange a full house clearance service from top to bottom, no matter how big or small the property. We can assess the best method of disposal of every item within a property and we can arrange transportation of suitable goods to the Auction Rooms and the clearance of the remaining items. We strongly support recycling and, where appropriate, unsaleable items will be recycled or given to charity to minimise the impact on the environment.

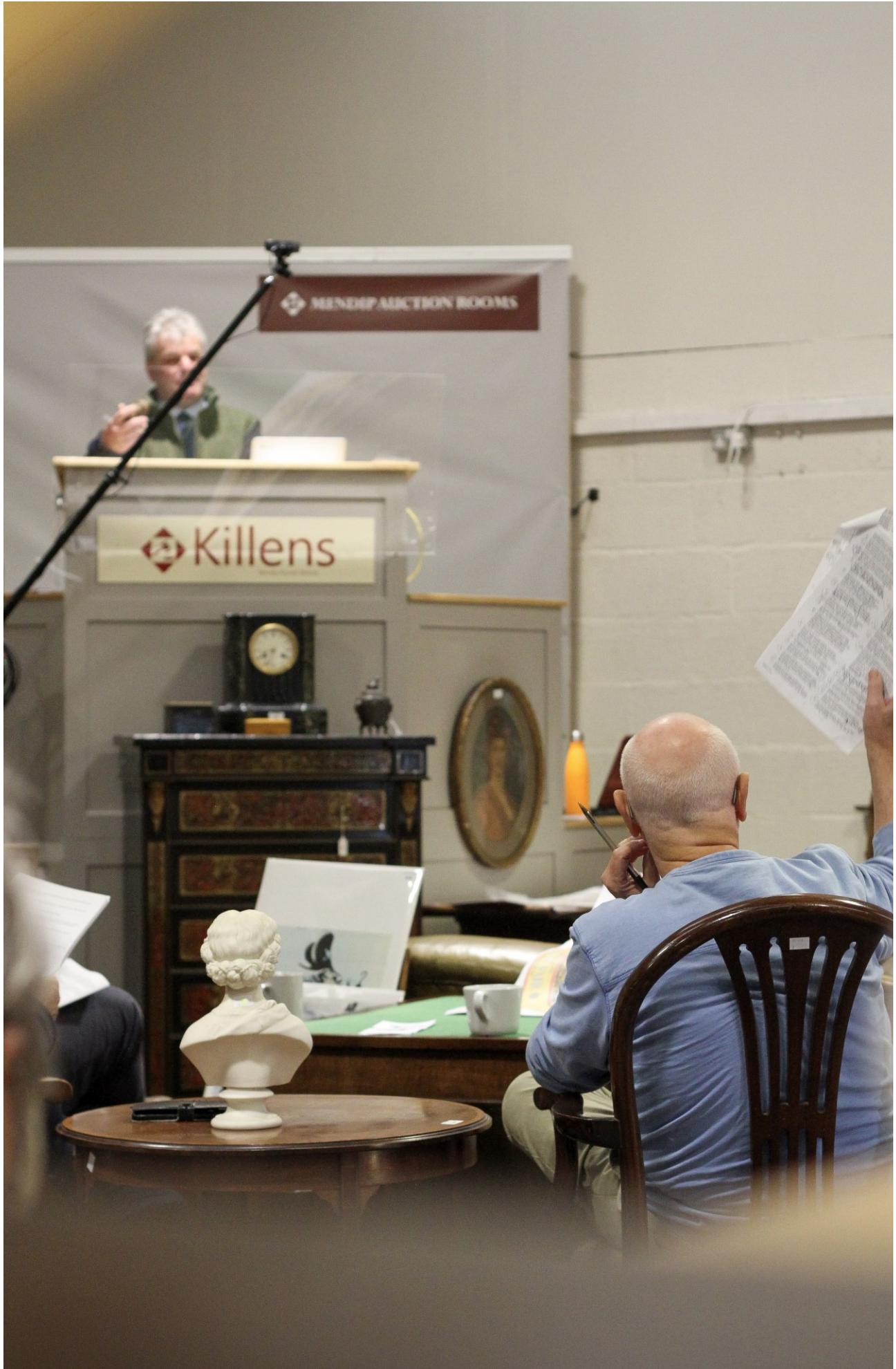
Our house clearance partners will leave the property clean and tidy ready to go on the market. If required, through our Killens property teams, we can then advise on the disposal of the property.

### Property Agency



Our property teams are experts in selling and letting all forms of property and are firmly focussed on delivering a proactive service that maximises sale or letting proceeds and is as straight-forward as possible. For further information, visit [www.killens.org.uk](http://www.killens.org.uk), or contact us to arrange a free market appraisal of your property.

Wondering where to turn? Let us take the strain,  
give us a call on 01749 840770 and we will do the rest





## Valuations

As well as valuing items in contemplation of a sale or for probate purposes, our valuers conduct valuations for a range of purposes.

Valuations that we undertake are based upon many years of extensive experience and knowledge and are undertaken in accordance with the guidance of the Royal Institution of Chartered Surveyors.

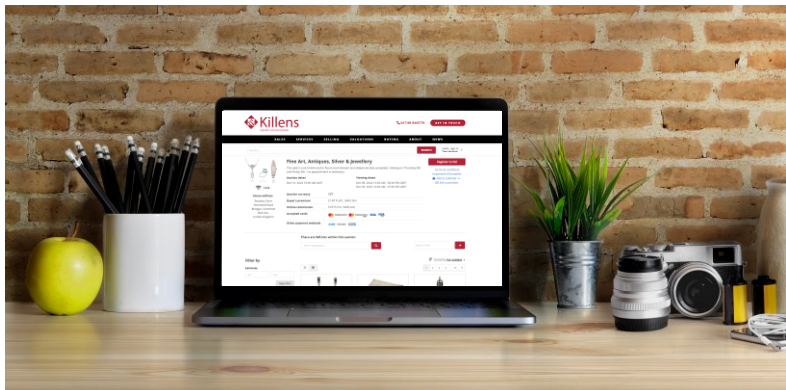
### Insurance Valuations

We can provide insurance valuations for single items through to whole house contents. Insurers recommend valuations are updated every 5 years, and a recent survey showed 70% of households are not properly insured.

### Divorce, Family Division & Contested Wills

We can also prepare valuations for divorce, family division and contested wills, enabling disputes to be settled based on realistic market values.

## Reaching the global market through Live Internet Buying



All our auctions and catalogues are available online through our web site and you can create an account with us quickly and easily. You can then listen to the auction in real time and bid as and when you like from anywhere in the world.

Your bids will appear on a screen on the auctioneer's rostrum and will be taken exactly the same as if you were present in the room.

## Recent Testimonials

"Friendly and helpful when enquiring by phone. Great auction experience via online bidding. Excellent packing and postage at reasonable cost. Arrived very quickly after payment made. Everything you could want from an auction house."  
Samantha Hamilton

"The recent experience of Mendip Auction Rooms has been absolutely outstanding! I have dealt with a number of local auction rooms in the past and have been very disappointed with my experience. I cannot recommend Mendip Auction Rooms highly enough as the entire team have been professional, courteous and flexible at every interaction. Coming from a corporate service sector environment myself, I can safely say that they offer an award winning customer experience. Thank you to the Mendip Auction Rooms Team, utterly delighted with my experience!"  
Jennifer Marks

"Mendip Auction Rooms is a lovely place and the staff are all very nice and helpful. I enjoy going here do buy a few odd pieces that I like, and its reasonable at that. Nice place, staff and owners"  
Darren Boddy

"Breath of fresh air! I found Mendip auction rooms to be helpful and knowledgeable. After receiving dubious advice from another Auction rooms, I'm pleased to have my faith restored. The Valuer was very helpful and the process as a whole was hassle free. Thankyou."  
Neil Emerson

"Never sold by auction before although I have bought. Extremely helpful very nice people. Recommended."  
Susan Dawber

"Always good service at Mendip Auction Rooms."  
Toby Brown

"Really impressed with this auction house!"  
Christine Gridley

"Brilliant!! Super friendly"  
Louise Cooling

"Fab auction house"  
Carole Terry

"First class auction house"  
Ian Cameron

"Very good saleroom highly recommended :-)"  
John Hardin

"Excellent auction house, great staff, beautifully presented"  
Helen Mulholland

"Mendip Auction Rooms just goes from strength to strength. Great team, excellent premises, loads of parking, professional service A++++++"  
Chloe

## The Auction Rooms Team



**Gordon Brockman**

Senior Valuer



**Harriet Mustard**

Valuer



**Nicky Perold**

Saleroom Manager



**Louise Phelps**

Valuer



**Anna Chiffers**

Office Manager/Valuer



**Neil Sterry**

Senior Photographer



**Brian Lang**

Saleroom Staff



**Toby Dawkins**

Saleroom Staff



**Mendip Auction Rooms**

**Rookery Farm Binegar Somerset BA3 4UL**



Fine Art Auction Rooms



01749 840770



[enquiries@mendipauctionrooms.co.uk](mailto:enquiries@mendipauctionrooms.co.uk)

# Our Services



Country House Agency



Fine Art



Residential Agency



Residential Lettings



Auctions



Estate Management



Commercial Agency



Valuations



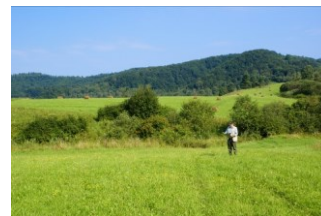
Farms & Land Agency



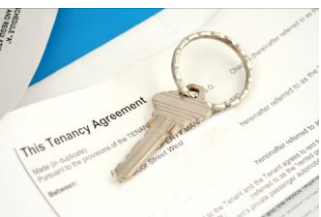
New Homes



Equestrian Agency



Rural Business Advice



Tenancy Advice



Compulsory Purchase



Planning & Development



**Killens**

CHARTERED SURVEYORS & PROPERTY AGENTS

Top 10 things to do  
when selling your  
home or antiques!

1. Call Killens  
(They'll handle the  
other 9)

Wells Office: 01749 671172

Chew Magna Office: 01275 333993

Somerton Office: 01458 397000

## CONDITIONS OF SALE FOR SELLERS

Both the sale of goods at our auctions and your relationship with us are governed by the Conditions of Sale for Sellers, the Conditions of Sale for Buyers and any notices displayed in the saleroom or announced by us at the auction (collectively, the "Conditions of Sale").

Please read these Conditions of Sale carefully. Please note that if you (or another person acting on your behalf) provide goods to us to sell on your behalf at our auction, this signifies that you agree to and will comply with these Conditions.

### 1 Definitions and interpretation

Within these Conditions, the following words have the specific meaning detailed:

"Auctioneer" means Killens LLP a limited liability partnership registered in England and Wales with registration number OC354754 and whose registered office is located at The Cake House, Upper Lodge Farm, Ston Easton, Somerset BA3 4DH or its authorised auctioneer, as appropriate;

"Bidder" means a person participating in bidding at the auction;

"Buyer" means the person who makes the highest bid for a Lot accepted by the Auctioneer;

"Commission" means the commission that we charge you on the sale of the Goods as set out in Clause 5 below;

"Consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

"Deliberate Forgery" means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described;

"FCA" means the Financial Conduct Authority;

"Lot(s)" means the items that you consign to us for sale at our auction;

"Hammer Price" means the level of the highest bid for a Lot accepted by the Auctioneer by the fall of the hammer;

"Premium" means the premium charged to the Buyer on the sale of a Lot in accordance with the Conditions of Sale;

"Price" means the total of the Hammer Price, Premium and any applicable VAT;

"Sale Proceeds" means the Price less the Commission, the Premium, any expenses incurred to your account and any applicable VAT;

"Reserve" means the minimum price at which a Lot may be sold;

"Seller" means the owner of the Lot(s) and any agent who consigns the Lot(s) for sale on the owner's behalf (if applicable);

"Conditions of Sale" means these conditions of sale;

"Conditions of Sale for Buyers" means the conditions of sale for bidders or buyers at our auctions;

"Trader" means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf;

"VAT" means Value Added Tax or any equivalent sales tax; and

"Website" means our website available at [www.mendipauctionrooms.co.uk](http://www.mendipauctionrooms.co.uk)

In these Terms of Consignment the words "you", "yours", etc. refer to you as the Seller. The words "we", "us", etc. refer to the Auctioneer. If the consignment of Lot(s) to us is made by an agent we assume that you (as owner of the Lot(s)) have authorised the consignment and authorised the agent to contract on your behalf. All obligations that apply to the Seller under these Conditions of Sale shall apply to the owner of the Lot(s) and their agent, jointly and separately. Any reference to a 'Clause' is to a clause of these Conditions of Sale unless stated otherwise.

### 2 Procedure for consigning Lot(s) for sale at auction

3.1 If you consign Lot(s) to us for sale at auction, you will need to provide us with the following information about you, in a form acceptable to us:

3.1.1 Your legal name and proof of identity;

3.1.2 Information about the Lot(s) (as set out in Clause 12);

3.1.3 Your bank account details;

3.1.4 Your address, contact details and email address;

3.1.5 Your VAT registration number (if applicable); and

3.1.6 Your confirmation of whether you are selling the Goods as a Trader or as a Consumer.

3.2 If you do not provide us with, or we are not satisfied with any of the above information, we may refuse to accept consignment of your Lot

(s) for sale in our auction.

3.3 You must provide the Lot(s) to us by any stated deadline at your expense. We can a carrier but any liability incurred for haulage charges is solely your responsibility.

### 4 The contract between you and the Buyer

4.1 The contract for the sale of the Lot between you and the Buyer will be formed when the hammer falls accepting the highest bid for the Lot at the auction.

4.2 You may directly enforce any terms in the Conditions of Sale for Buyers against a Buyer and/or a Bidder to the extent that you have suffered damages and/or loss as a result of the Buyer and/or the Bidder's breach of the Terms of Sale.

4.3 If you breach these Conditions of Sale, you may be responsible for damages and/or losses suffered by a Buyer, Bidder and/ or by us. If we are contacted by a Buyer and/or a Bidder who wishes to bring a claim against you, we may in our discretion provide the Buyer and/or Bidder with information or assistance in relation to that claim.

4.4 We normally act as an agent only and will not have any responsibility for default by you or the Buyer.

### 5 Commission

We will charge you a commission on the sale of the Lot(s) calculated as a percentage of the Hammer Price at the following rates: 15% on all lots There is a minimum lot fee of £3 per lot. A £2 entry fee per Lot is also charged. VAT (as applicable) will be levied on all fees, charges and expenses at the prevailing rate.

### 6 Loss and Damage to Goods

6.1 We are not authorised by the FCA to provide insurance to you. However, subject only to Clauses 6.4 and 6.5, we accept liability for Lot(s) from the time we take possession of the Lot(s) until the hammer falls.

6.2 Our liability for Goods is limited to our lower pre-sale estimate for the lot before the sale, or the Hammer Price if the lot has sold, or to the Reserve if the lot is unsold (less any commission charges and normal selling expenses). The lower pre-sale estimate will be as agreed when the Lot(s) was consigned to the Auctioneer for sale. In the event of dispute between you and us then an independent expert will be appointed to assess the level of compensation payable.

6.3 To justify accepting liability for Goods as set out above, we will charge you 1.5% of the Hammer Price plus VAT.

6.4 The liability accepted by us in Clause 6.1 does not include any liability for loss or damage to the Goods that is caused by or results from: (i) any inherent vice or defect affecting the Goods; (ii) acts of God, flood, drought, earthquake or other natural disaster; (iii) acts of terrorism, civil commotion, riots or war; (iv) nuclear, chemical or biological contamination or (v) any pandemic.

### 7 Photographs

No charge is made for any photographs of your Lot(s) produced for the auction catalogues and/or website. We reserve the right to photograph all Goods unless you specifically request us not to. The copyright in such photographs will be owned by us, along with the text of the auction catalogue.

### 8 Minimum bids and our discretion

Lot(s) will normally be offered subject to a Reserve agreed between you and us before the auction in accordance with Clause 9. We may sell Lot(s) below the Reserve provided that we account to you for the same sale proceeds as you would have received had the Reserve been the Hammer Price. If you specifically give us a "discretion" we may accept a bid of up to 10% below the formal Reserve.

### 9 Reserves

9.1 You are entitled to place a Reserve on any Lot prior to the auction. Reserves must be reasonable and may not exceed our lower pre-sale estimate for that lot. We may decline to offer Lot(s) which, in our opinion, would be subject to an unreasonably high reserve (in which case the Lot(s) may be liable to the storage charges set out in these Conditions of Sale).

9.2 Once we have agreed a Reserve, this cannot be changed except with your and our consent.

9.3 Where a Reserve has been agreed only we may bid on your behalf and only up to one bid below the Reserve (if any) and you may in no circumstances bid personally or ask anyone else to bid on your behalf.

### 10 Electrical items

10.1 We will not accept any electrical items that are not certified as safe by an electrician (unless they are antiques).

10.2 We reserve the right to render any items unsaleable and/or withdrawn from sale and to give you five working days notice to collect. If they are not collected then we may dispose of the items at the Seller's expense at a rate of £3 per lot. VAT will be levied upon this charge at the prevailing rate.

### 11 Unsafe Goods

If in our opinion any of your Lot(s), in particular those which are soft furnishings, infringe safety regulations, we will not offer these Lot(s) for sale and will give you five working days notice to collect. You must

- remove such Lot(s) at your expense. If you do not collect such Lot(s) within five working days then we may dispose of the items at the Seller's expense at a rate of £3 per lot. VAT will be levied upon this charge at the prevailing rate.
- 12 Warranties and information about the Lot(s)**
- 12.1 You must provide us with all information that you have relating to the provenance, export/import history, condition, attribution and authenticity of the Lot(s) (and any additional information that may be relevant).
- 12.2 In addition to any warranties implied by law, you warrant to us and the Buyer that:
- 12.2.1 any information that you provide in relation to the Lot(s) is complete, correct and up to date;
- 12.2.2 the Lot(s) will match any description of the Lot(s) that you provide to us;
- 12.2.3 as far as you are aware, the main characteristics of the Lot(s) set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by us at the auction) are correct.
- 12.2.4 to the best of your knowledge, the Lot(s) have been lawfully imported and lawfully and permanently exported as required by the laws of any country in which the Lot(s) were located; required declarations upon the export and import of the Lot(s) have been properly made; and any duties and taxes on the export and import of the Lot(s) have been paid; and
- 12.2.5 you will pay all taxes and duties potentially due on the sale of the Lot(s).
- 12.3 You must let us know promptly, and in any event before the auction, if you find out that any of the information you have provided to us relating to the Lot(s) is incorrect or incomplete and/or if the Lot(s) do not match the description that you provided to us or the main characteristics of the Lot(s) set out in the auction catalogue.
- 12.4 Any information that you provide in relation to the Lot(s) may form part of the contract between both of us and the Buyer and you acknowledge that the Buyer may have a statutory right to reject the Lot(s) if the information provided is incorrect.
- 12.5 If we have to refund the price of any Lot(s) to the Buyer due to the Lot(s) being a Deliberate Forgery, you must promptly, and in any event within five working days, reimburse to us any Proceeds that we have transferred to you for those Lot(s) following receipt of our written notice requesting you to do so.
- 12.6 If it becomes apparent that an item has been sold without good title or without authorisation then the Buyer is required to return the item promptly. If the Buyer fails to return the item then the Seller agrees to accept the hammer price as recompense.
- 13 Transfer of ownership of the Lot(s)**
- You warrant and undertake to us and the Buyer that you are the true owner of the Lot(s) (or are properly authorised by the true owner to sell the Lot(s) on the owner's behalf) and you currently have and will have the right to sell the Lot(s) to the Buyer with good and marketable title free of encumbrances.
- 14 Indemnity**
- You will indemnify and keep us fully indemnified against any and all liability, loss, damage, costs (including reasonable legal fees and any VAT in relation to such fees) and expenses which we may incur or suffer as a result of any breach of Clauses 12 or 13 by you or anyone acting on your behalf, including without limitation, if we are required to refund the price of any Lot(s) to the Buyer as a result of your breach of these clauses.
- 15 Conditions of Sale**
- You agree that the Lot(s) will be sold to the Buyer in accordance with our Conditions of Sale for Sellers, Conditions of Sale for Buyers and the Terms of Consignment, copies of which will be displayed in the saleroom and printed in our auction catalogue.
- 16 Authority to deduct commission and expenses and retain premium and interest**
- You authorise us to deduct our Commission at the stated rate and all expenses incurred on your behalf from the Hammer Price, plus any applicable VAT. You consent to our right to charge the Buyer and retain beneficially the Premium plus any applicable VAT paid by the Buyer in accordance with our Conditions of Sale for Buyers and any interest earned on the sale proceeds until the date of settlement.
- 17 Settlement**
- 17.1 Provided that the Buyer has paid for the Lot(s), we will usually pay the net sum due to you within 21 days of the last day of the Payment is by cheque to the seller or bank transfer.
- 17.2 If the Buyer has not paid for the Lot(s), we will not submit payment to you. In this case no settlement will be made. We will however discuss with you the rights that we may exercise under Clause 8 of our Conditions of Sale for Buyers in relation to a Buyer's failure to pay. We will not release the Lot(s) to the Buyer until we have received payment in full of the Price for the Lot(s).
- 17.3 You must notify us in writing if your bank account details change. We will not be responsible for any payments made to the incorrect bank account if this is because you have not provided us with the correct bank account details.
- 17.4 If we make payments to your bank account in error, we may request reimbursement by sending you an invoice.
- 17.5 We may deduct any sums that you owe to us from the Proceeds.
- 18 Unsold and withdrawn items**
- 18.1 If the Lot(s) are unsold at auction, you authorise us to negotiate a sale by private treaty following the auction. In this case you will pay to us the same charges as if such Lot(s) had been sold at auction and, so far as appropriate, these Conditions of Sale for Sellers will apply to any such sale.
- 18.2 Unless an item is deemed unsaleable by us, we will re-offer unsold Lot(s) at a future auction (or by private treaty thereafter as set out in Clause 18.1 above) with a minimum 30% reduced estimate/reserve. If you wish to collect your Lot(s) you must collect it/them within five working days of the sale date. Items not collected within the five day period will be subject to storage charges at a rate of £1 per lot per day. After ten days (not working days), at our discretion, items will either be sold in accordance with these Conditions of Sale or disposed of by us at your expense at a rate of £3 per lot. VAT will be charged at the prevailing rate. If we sell a Lot in accordance with this Clause then we will account to you for the Sale Proceeds.
- 18.3 Where, in our opinion, Lot(s) are unsaleable, we will notify you and you must collect such Lot(s) from the saleroom within five working days of the date of our notice to do so. If you fail to collect such Lot(s), we will dispose of the Lot(s) at your expense at a rate of £3 per lot. VAT will be charged at the prevailing rate.
- 18.4 If any Lot(s) are withdrawn from the auction after being catalogued and/or marketed by us prior to the auction in any way, you will pay us a charge comprised of the sum of the Seller's commission, the buyer's premium, the loss and damage warranty and other expenses in relation to that item. VAT will be levied upon all these charges at the prevailing rate. These charges will be calculated upon our published high estimate.
- 19 Withdrawal of the Lot(s) by us**
- We may (acting reasonably) at our discretion at any time withdraw your Goods from our auction:
- 19.1 for legal, reputational or operational reasons (including if you fail to provide evidence to verify your identity or your title to the Goods to our satisfaction);
- 19.1.2 if we reasonably believe that you may be, or are about to be, in breach of these Conditions of Sale for Sellers; or
- 19.1.3 if we reasonably believe the Goods to be a Deliberate Forgery.
- 20 Our liability to you**
- 20.1 We will not be liable to you for any loss of opportunity or disappointment suffered as a result of participating in our auction.
- 20.2 In addition, neither we nor the Buyer shall be responsible to you and you shall not be responsible to the Buyer or us for any other loss or damage that any of us suffer any of us suffer that is not a foreseeable result of us not complying with the Conditions of Sale. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Seller knew it might happen.
- 20.3 If we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the Proceeds due for the Goods if sold or the Reserve if unsold.
- 20.4 Compensation will be paid to the seller for any damaged or lost items equivalent to the lower estimate of value (less any commission charges and other normal selling expenses) as agreed on entering the item for sale or as subsequently set by us. In the event of dispute then the level of compensation payable will be referred to an independent expert for resolution.
- 20.5 We disclaim any responsibility for all loss or damage to Lot(s) or for unauthorised removal of the same unless directly the result of negligence on the part of one of our employees.
- 21 Notices**
- 21.1 All notices between you and us regarding these Conditions of Sale must be in writing and signed by or on behalf of the party giving it.
- 21.2 Any notice referred in Clause 21.1 may be given:
- 21.2.1 by delivering it by hand;
- 21.2.2 by first class pre-paid post or Recorded Delivery; or
- 21.2.3 by email, provided that a copy is also sent by pre-paid post or Recorded Delivery.
- 21.3 Notices must be sent:
- 21.3.1 by hand or registered post: a. to us, at Mendip Auction Rooms, Rookery Farm, Binegar, Somerset BA3 4UL; and b. to you, at the last postal address that you have given to us as your contact address in writing; or

- 21.3.2 by email:  
 a. to us, by sending the notice to the following email address: [enquiries@mendipauctionrooms.co.uk](mailto:enquiries@mendipauctionrooms.co.uk)  
 b. to you, by sending the notice to any email address that you have given to us as your contact email address in writing.
- 21.4 Notices will be deemed to have been received:  
 21.4.1 if delivered by hand, on the day of delivery;  
 21.4.2 if sent by first class pre-paid post or Recorded Delivery, two business days after posting, exclusive of the day of posting; or  
 21.4.3 if sent by email, at the time of transmission.
- 21.5 Any notice or communication given under these Conditions of Sale will not be validly given if sent by any form of messaging via social media or text message.
- 22 **Data Protection and Privacy Statement**
- If you have consented, we will send you marketing material that we consider may be of interest to you. We will not share your data with any third party except for delivery of our material. You may ask to unsubscribe at any time by emailing: [enquiries@mendipauctionrooms.co.uk](mailto:enquiries@mendipauctionrooms.co.uk). Our Privacy Policy can be viewed at [www.mendipauctionrooms.co.uk](http://www.mendipauctionrooms.co.uk).

## CONDITIONS OF SALE FOR BUYERS

Both the sale of goods at our auctions and your relationship with us are governed by the Conditions of Sale for Sellers, the Conditions of Sale for Buyers and any notices displayed in the saleroom or announced by us at the auction (collectively, the "Conditions of Sale").

Please read these Conditions of Sale carefully. Please note that if you register to bid and/or bid at auction, whether at the auction rooms or online, this signifies that you agree to and will comply with these Conditions.

### 1 Definitions and interpretation

Within these Conditions, the following words have the specific meaning detailed:

"Auctioneer" means Killens LLP a limited liability partnership registered in England and Wales with registration number OC354754 and whose registered office is located at The Cake House, Upper Lodge Farm, Ston Easton, Somerset BA3 4DH or its authorised auctioneer, as appropriate;

"Bidder" means a person participating in bidding at the auction;

"Buyer" means the person who makes the highest bid for a Lot accepted by the Auctioneer;

"Deliberate Forgery" means: (a) an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described;

"Hammer Price" means the level of the highest bid for a Lot accepted by the Auctioneer by the fall of the hammer;

"Lot(s)" means the goods that we offer for sale at our auctions;

"Premium" means the premium that we will charge you on your purchase of a Lot to be calculated as set out in Clause 3;

"Reserve" means the minimum hammer price at which a Lot may be sold;

"Sale Proceeds" means the net amount due to the Seller;

"Seller" means the persons who enters Lots for sale at our auctions;

"Terms of Consignment" means the terms on which we agree to offer Lots for sale in our auctions as agent on behalf of Sellers;

"Conditions of Sale" means these terms of sale, as amended or updated from time to time;

"Total Amount Due" means the Hammer Price for a Lot, the Premium, any applicable artist's resale right royalty, any VAT due and any additional charges payable by a defaulting buyer under these Conditions of Sale;

"Trader" means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf;

"VAT" means Value Added Tax or any equivalent sales tax; and

"Website" means our website available at [mendipauctionrooms.co.uk](http://mendipauctionrooms.co.uk)

In these Conditions of Sale the words 'you', 'yours', etc. refer to you as the Buyer. The words "we", "us", etc. refer to the Auctioneer. Any reference to a 'Clause' is to a clause of these Conditions of Sale unless stated otherwise.

### 23 General

- 23.1 We may, acting reasonably, refuse admission to our premises or attendance at our auctions by any person.
- 23.2 Each of the clauses of these Terms of Consignment operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 23.3 We may change these Conditions of Sale from time to time, without notice to you.
- 24.4 These Conditions of Sale are between you and us. No person other than you, the Buyer or us will have any rights to enforce any of these Terms of Consignment.
- 24.5 These Conditions of Sale and any dispute or claim arising out of or in connection with them (including any noncontractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

### 2 Bidding procedures and the Buyer

- 2.1 Bidders must register their details with us before bidding and provide us with any requested proof of identity, in a form acceptable to us, before entering the auction room to view or bid.
- 2.2 You are responsible for your decision to bid for a particular Lot and we strongly recommend that you attend the auction in person. If you bid on a Lot, whether in person, by placing a commission bid or by telephone and online bidding, we assume and you accept that you have carefully inspected the Lot and satisfied yourself regarding its condition.
- 2.3 If you instruct us in writing, we may execute commission bids on your behalf. Neither we nor our employees or agents will be responsible for any failure to do so save where such failure is unreasonable. Where two or more commission bids at the same level are recorded we reserve the right in our absolute discretion to prefer the first bid so made.
- 2.4 The Bidder making the highest bid for a Lot accepted by the Auctioneer will be the Buyer at the Hammer Price and any dispute about a bid will be settled at our absolute discretion by re-offering the lot during the course of the auction or otherwise. We will act reasonably in exercising this discretion.
- 2.5 Bidders will be deemed to act as principals.
- 2.6 Our right to bid on behalf of the Seller is expressly reserved up to the amount of any Reserve and we may refuse to accept any bid if it is reasonable for us to do so.
- 2.7 Bidding increments will be at our sole discretion.

### 3 The purchase price

As Buyer, you will pay:

- the Hammer Price;
- a buyer's premium at 21.6% (18% plus VAT) on the hammer price of each lot purchased in our sales
- any artist's resale right royalty payable on the sale of the Lot; and
- any VAT due at the prevailing rate.

### 4 VAT

- 4.1 VAT on the Hammer Price and premium is imposed by law on all items identified in the auction catalogue with an asterisk or double asterisk.
- 4.2 We will charge VAT at the current rate at the date of the auction.

### 5 The contract between you and the Seller

- 5.1 The contract for the purchase of the Lot between you and the Seller will be formed when the hammer falls accepting the highest bid for the Lot at the auction.
- 5.2 You may directly enforce any terms in the Terms of Consignment against a Seller to the extent that you suffer damages and/or loss as a result of the Seller's breach of the Terms of Consignment.
- 5.3 If you breach these Conditions of Sale, you may be responsible for damages and/or losses suffered by a Seller or us. If we are contacted by a Seller who wishes to bring a claim against you, we may in our discretion provide the Seller with information or assistance in relation to that claim.
- 5.4 We normally act as an agent only and will not have any responsibility for default by you or the Seller (unless we are the Seller of the Lot).

### 6 Payment

- 6.1 Immediately a lot is sold you will:
- 6.1.1 give to us, if required, proof of identity; and

- 6.1.2 pay to us the Total Amount Due in cash (for which there is an upper limit of 10,000 euros equivalent) or in any other way as is agreed by us.
- 6.2 Any payments by you to us may be applied by us towards any sums owing from you to us on any account whether without regard to any directions of you or your agent, whether express or implied.
- 7 Title and collection of purchases**
- 7.1 The ownership of any lots purchased shall not pass to you until you have made payment in full to us for the Total Amount Due. No purchase can be claimed until it has been paid for.
- 7.2 You will (at your own expense) collect any Lots that you have purchased and paid for not later than five working days following the day of the auction.
- 7.3 If you do not collect the Lot within this time period, then Lots not collected will be subject to a storage charge of £1 per lot per day. After ten days, we may sell the Lot. We will pay the proceeds of any such sale to you, but will deduct any storage charges or other sums that we have incurred in the storage and sale of the Lot. We reserve the right to charge you a selling commission together with a loss/damage fee at our standard rates on any such resale of the Lot.
- 7.4 Risk of loss or damage to the Lot will pass to you when you (or your agents) take physical possession of the Lot.
- 7.5 If it becomes apparent that a Lot has been sold without good title or without authorisation then the buyer agrees to return the Lot promptly subject to being reimbursed any purchase costs and any reasonable expenses incurred in returning the item. If the Buyer fails to return the Lot then the Seller agrees to accept the hammer price achieved as recompense for the sale of the item.
- 8 Remedies for non-payment or failure to collect purchases**
- 8.1 Please do not bid on a Lot if you do not intend to buy it. If your bid is successful, these Conditions of Sale will apply to you. This means that you will have to carry out your obligations set out in these Conditions of Sale. If you do not comply with these Conditions of Sale we may (acting on behalf of the Seller and ourselves) pursue one or more of the following measures:
- 8.1.1 to proceed against you for damages for breach of contract;
- 8.1.2 if payment and collection of the Lots does not take place within five days of the day of the auction, at the discretion of the Auctioneer, to rescind the sale of the Lot to you and/or any other Lots sold by us to you;
- 8.1.3 to resell the Lot (by auction or private treaty) in which case you will have to pay any difference between the price you should have paid for the Lot and the price we sell it for (after crediting any part payment and adding any resale and storage costs). Please note any surplus arising will belong to the Seller;
- 8.1.4 to remove, store and insure the Lot at your expense;
- 8.1.5 to charge interest at a rate not exceeding 1.5% per month on the Total Amount Due if you do not pay us within five working days of your successful bid;
- 8.1.6 to retain that Lot or any other Lot sold to you until you pay the Total Amount Due;
- 8.1.7 to reject or ignore bids from you or your agent at future auctions or to impose conditions before we accept bids from you; and/or
- 8.1.8 if we sell any Lots for you, use the money made on these Lots to repay any amount you owe us.
- 8.2 We will act reasonably when exercising our rights under Clause 8.1. Except where stated, we will contact you before exercising these rights and try to reach an agreement in respect of any non-compliance by you with these Conditions of Sale.
- 9 Third Party Liability**
- All members of the public on our premises are there at their own risk and must note the lay-out of the premises and security arrangements. Neither we nor our employees or agents shall incur liability for death or injury (except as a result of our, our employees' or our agents' negligence) or similarly for the safety of the property of persons visiting the premises.
- 10 Warranties**
- 10.1 The Seller warrants to us and to you that:
- 10.1.1 the Seller is the true owner of the Lot for sale or is authorised by the true owner to offer and sell the lot at auction;
- 10.1.2 the Seller is able to transfer good and marketable title to the Lot to you free from any third party rights or claims; and
- 10.1.3 as far as the Seller is aware, the main characteristics of the Lot set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by the Auctioneer at the auction) are correct.
- 10.2 If, after you have placed a successful bid and paid for a Lot, any of the warranties above are found not to be true, please notify us in writing. Neither we nor the Seller will be liable to pay you any sums over and above the Total Amount Due and we will not be responsible for any inaccuracies in the information provided by the Seller except as set out below.
- 10.3 Please note that nearly all Lots that you may bid on at our auction are second-hand.
- 10.4 Save as expressly set out above, all other warranties, conditions or other terms which might have effect between the Seller and you, or us and you, or be implied or incorporated by statute, common law or otherwise are excluded.
- 11 Descriptions and condition**
- 11.1 Whilst we seek to describe lots accurately, our descriptions will be based on: (a) information provided to us by the Seller of the Lot (for which we are not liable); and (b) our opinion (although it may be impractical to carry out a detailed inspection of each Lot).
- 11.2 We will give you a number of opportunities to view and inspect the Lots before the auction. You (and any independent consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a Lot. We shall not be responsible for any failure by you or your consultants to properly inspect a Lot.
- 11.3 Prospective buyers also bid on the understanding that representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion will be honestly and reasonably held and accept liability for opinions given negligently or fraudulently.
- 11.4 Please note that Lots are unlikely to be in perfect condition. Lots are sold "as is" (i.e. as you see them at the time of the auction). We encourage absent bidders to request a condition report of the item from us. Neither we nor the Seller nor any employee accept any liability for the condition of second-hand Lots or for any condition issues affecting a Lot which the inspection of a Lot by the Buyer ought to have revealed. We do not accept any liability for the correctness of any opinions given and all conditions and warranties, whether relating to description, condition or quality of lots, express, implied or statutory, are hereby excluded.
- 11.5 In the event that there is a discrepancy between a description and/or a photograph of the lot as displayed online and/or the item lotted in the room then we may cancel the sale of any affected Lot and we will refund the money paid by you for the Lot (including any Premium and applicable VAT).
- 12 Deliberate Forgeries**
- 12.1 You may return any Lot which is found to be a Deliberate Forgery to us within 21 days of the auction provided that you return the Lot to us in the same condition as when it was released to you, accompanied by a written statement identifying the Lot from the relevant catalogue description and a written statement of defects.
- 12.2 If we are reasonably satisfied that the Lot is a Deliberate Forgery we will refund the money paid by you for the Lot (including any Premium and applicable VAT) provided that if:
- 12.2.1 the catalogue description reflected the accepted view of experts as at the date of the auction; or
- 12.2.2 you personally are not able to transfer good and marketable title in the Lot to us, you will have no right to a refund under this clause.
- 13 Our liability to you**
- 13.1 We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our auction.
- 13.2 In addition to the above, neither we nor the Seller shall be responsible to you and you shall not be responsible to the Seller or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Sale. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Seller knew it might happen.
- 13.3 If we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the total purchase price paid by you to us for any Lot.
- 14 Notices**
- 14.1 All notices between you and us regarding these Conditions of Sale must be in writing and signed by or on behalf of the party giving it.
- 14.2 Any notice referred in Clause 14.1 may be given:
- 14.2.1 by delivering it by hand;
- 14.2.2 by first class pre-paid post or Recorded Delivery; or
- 14.2.3 by email, provided that a copy is also sent by pre-paid post or

Recorded Delivery.

- 14.3 Notices must be sent:
- 14.3.1 by hand or registered post: a. to us, at Mendip Auction Rooms, Rookery Farm, Binegar, Somerset BA3 4UL; and b. to you, at the last postal address that you have given to us as your contact address in writing; or
- 14.3.2 by email:  
a. to us, by sending the notice to the following email address: [enquiries@mendipauctionrooms.co.uk](mailto:enquiries@mendipauctionrooms.co.uk)  
b. to you, by sending the notice to any email address that you have given to us as your contact email address in writing.
- 14.4 Notices will be deemed to have been received:
- 14.4.1 if delivered by hand, on the day of delivery;
- 14.4.2 if sent by first class pre-paid post or Recorded Delivery, two business days after posting, exclusive of the day of posting; or
- 14.4.3 if sent by email, at the time of transmission.
- 14.5 Any notice or communication given under these Conditions of Sale will not be validly given if sent by any form of messaging via social media or text message.

## 15 Data Protection and Privacy Statement

If you have consented, we will send you marketing material that we consider may be of interest to you. We will not share your data with any third party except for delivery of our material. You may ask to unsubscribe at any time by emailing: [enquiries@mendipauctionrooms.co.uk](mailto:enquiries@mendipauctionrooms.co.uk) Our Privacy Policy can be viewed at [www.mendipauctionrooms.co.uk](http://www.mendipauctionrooms.co.uk).

## 16 Online Bidding

- 16.1 Killens (trading as Mendip Auction Rooms) offer an online bidding service via [the-saleroom.com](http://the-saleroom.com) and [mendipauctionrooms.co.uk](http://mendipauctionrooms.co.uk) for bidders who cannot attend the sale. In completing the bidder registration on either website and providing your debit or credit card details and unless alternative arrangements are agreed with Killens (trading as Mendip Auction Rooms) you:

Authorise Killens (trading as Mendip Auction Rooms) if they so wish to charge the debit or credit card given in part or full payment, including all charges, for lots successfully purchased in the auction via either website; and

Confirm that you are authorised to provide these debit or credit card details to us through either website and agree that Killens (trading as Mendip Auction Rooms) are entitled to ship the goods to the card holder name and card holder address provided in fulfilment of the sale.

(Please note that any lots purchased via [the-saleroom.com](http://the-saleroom.com) live auction service will be subject to an additional 5% charge plus VAT imposed on the hammer price and any lots purchased via [mendipauctionrooms.co.uk](http://mendipauctionrooms.co.uk) will be subject to an additional 3% charge plus VAT imposed on the hammer price.

- 16.2 Bidders are strongly advised not to rely solely on the webcast audio to place live bids as both the audio and video can lag behind the sale. Please place live bids only by the text displayed on the bidding window which will accurately reflect the current state of bidding. We do not accept any liability to you for any bid not being registered whether due to technical or other reasons.

## 17 Artists Resale Rights

According to the European Union's Artist's Resale Rights Directive, which has been adopted and maintained by the United Kingdom, living artists and artists who died within 70 years prior to the date of the sale are entitled to receive a resale royalty each time their art work is sold by an art market professional in the European Union or United Kingdom, subject to certain conditions. The Mendip Auction Rooms will collect the resale royalty due to the artists or their estates from buyers of lots with a hammer price (excluding buyers premium and VAT) in excess of €1000. Any purchaser of a lot to which Artist's Resale Right applies will be charged the amount of the resale royalty, which will be added to the invoice. VAT is not payable on any royalty. The rate payable for items €0 to €50000 is 4%. Contact us for further rates.

## 18 General

- 18.1 We may, acting reasonably, refuse admission to our premises or attendance at our auctions by any person.
- 18.2 We act as an agent for our Sellers. The rights we have to claim against you for breach of these Conditions of Sale may be used by either us, our employees or agents, or the Seller, its employees or agents, as appropriate. Other than as set out in this Clause, these Conditions of Sale are between you and us and no other person will have any rights to enforce any of these Conditions of Sale.
- 18.3 We may use special terms in the catalogue descriptions of particular Lots. You must read these terms carefully along with any glossary

provided in our auction catalogues.

- 18.4 Each of the clauses of these Conditions of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 18.5 We may change these Conditions of Sale from time to time, without notice to you.
- 18.6 Compensation will be paid to the seller for any damaged or lost items equivalent to the lower estimate of value (less any commission charges and other normal selling expenses) as agreed on entering the item for sale or as subsequently set by us. In the event of dispute then the level of compensation payable will be referred to an independent expert for resolution.
- 18.7 These Conditions of Sale and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.



**The Property Professionals**

