

# Terms & Conditions

## LIVE AUCTIONS

Information for Buyers | Terms of Consignment (for Sellers) | Terms of Sale (for Bidders and Buyers)

### INFORMATION FOR BUYERS

#### Introduction

The following notes are intended to assist Bidders and Buyers, particularly those that are inexperienced or new to our saleroom. All of our auctions are governed by our Terms and Conditions and any notices that are displayed in our salerooms or announced by the Auctioneer at the auction. Our Terms and Conditions are available for inspection at our saleroom. Our staff will be happy to help you if there is anything in our Terms and Conditions that you do not fully understand.

**Please make sure that you read our Terms of Sale carefully before bidding in the auction. If your bid is successful, you will be obliged to comply with our Terms of Sale.**

#### Methods of payment

Lots must be paid for before they are collected or shipped. For those attending the auction we ask that Lots are paid for on the day of the sale. Methods by which we accept payment are detailed on our Website, including online payment upon receipt of your invoice, and these should be paid by 5pm within 48 hours of the sale. We accept cash to an upper limit of 10,000 euros equivalent. Any cheques will need to be cleared before you can take the Goods away.

#### Collection and storage

All Lots should be paid for and collected within 48 hours of the weekly sale and one week of quarterly Fine sales. Commission Bidders should check the success of their bids and arrange payment, and collection or shipping within this time. For our specialist auctions please refer to the collection and storage requirements detailed in the catalogue and on our Website, which specifies the applicable fees.

#### 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.

#### 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.

### **Buyer's Premium**

The Terms of Sale oblige you to pay a Buyer's Premium at 25% on the Hammer Price of each Lot purchased. In addition, VAT is charged on these Premiums (see below).

### **VAT**

Items in our catalogue may be marked with a dagger † or asterisk \*, which indicates that VAT is payable by the Buyer on the Hammer Price and the Buyer's Premium at either the standard rate (currently 20%) or a reduced rate (currently 5%), depending upon the legal requirements relating to that Lot.

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.

Shipping Costs are liable for VAT and are payable by the Buyer.

If you are exporting the items from the UK, you may be able to claim a reimbursement of the VAT, where:

You arrange shipping through a private logistics company, agent or courier and the following criteria are met:

- a. the invoice is paid in full, including VAT
- b. the items are exported from the UK within three months of the date of the auction
- c. the certificate of shipment and export documents are provided to us within a year of the date of export from the UK
- d. the total amount of VAT to be claimed exceeds £75
- e. you have paid an administrative fee of £25

### **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 description and condition of Lots set out in the Terms of Sale at clause 12.2 and 12.4.**

### **Condition reports**

We may be able to assist Buyers unable to view by emailing a condition report, but these are based solely on our own opinion and are for guidance only and no responsibility is accepted for their accuracy. Intending Buyers are strongly encouraged to view. Condition reports cannot be prepared on the day of the sale.

### **Shipping of Goods**

We offer a delivery service for Lots purchased, either by shipping ourselves, or use of a third party logistics company. Estimates for Shipping Costs for smaller items can be calculated pre-sale upon request and are based on value, size and your chosen UK destination. For items purchased the actual cost can be added to your account and paid online after the sale. If you purchase multiple Lots from the same auction, we will

combine packaging/deliveries to reduce the Shipping Costs. For lots for which Shipping Costs cannot be automatically calculated, such as furniture, upon request you can obtain a bespoke Shipping Cost either in advance of the sale or after you have purchased.

Estimates of Shipping Costs are based on the low estimate, whilst the actual cost is based on Hammer Price.

### **Electrical Goods**

These are sold as 'antiques' only. 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.

### **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.

### **Bidding**

Bidders are 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 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.

### **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). We recommend leaving Commission bids online via our Website, though please contact us about leaving bids by telephone or email. All absentee bids should be received at least one hour before the auction commences; we cannot guarantee to execute Commission bids received after this time.

### **Telephone bidding**

If you are unable to come to the auction it may be possible to bid on the telephone for higher value Lots. Please note that this service is for Lots with an estimate of £500 or more. The number of lines is limited so we would urge serious telephone bidding only and ask that you be prepared to bid over the top estimate. It is advisable to leave a maximum covering bid in case we are not able to contact you by telephone. All lines must be booked and confirmed in writing before the day of the auction and preferably some time in advance. Telephone bidding involves many variables and whilst we take every care to ensure the smooth operation of this service, we cannot be held liable if your bids are missed for any reason.

**Online bidding**

Any Lots purchased via a live online bidding service will be subject to an additional Commission charge on the Hammer Price payable by the Bidder, in accordance with rates specified by the online service. If bidding through other online bidding platforms, you will be charged additional surcharges which will be payable to us on top of the Hammer Price and our Buyer's Commission at their advertised rate.

**Artist Resale Rights**

Lots marked with a § indicate the item is subject to additional Artist Resale Right charges.

## IMPORTANT NOTICES

**Removal of Lots**

All Lots are to be removed from the premises within 48 hours of the weekly sale and one week of quarterly Fine sales. Gorrings retain the right to remove Lots remaining after this time into safe storage, for which a charge will be made.

**Electrical Goods**

All electrical Goods offered in this sale are sold as 'antiques' only.. All electrical Goods must be re-commissioned by an appropriately qualified electrician.

**Post 1950 Upholstered Furniture**

All items of furniture included in this sale are offered for sale as works of art. The items may not comply with the Furniture and Furnishings (Fire) Safety Regulations 1988 and for this reason, they should not be used in a private dwelling.

**Furniture made of Brazilian Rosewood (Dalbergia Negra)**

To comply with CITES Regulations on Post-1947 furniture made of Brazilian Rosewood, all post-war rosewood furniture items must have an Article 10 certificate in place, prior to being offered for sale.

If you are purchasing rosewood furniture for commercial purposes and not solely for your own use, CITES regulations require you to obtain your own certificate. You would need to contact the Animal and Plant Health Agency (APHA) and, as part of the process of obtaining your document, it is a requirement that you have seen sight of the Gorrings' certificate or are aware of its reference number.

It is therefore the responsibility of commercial Buyers to ensure that they obtain a copy of the appropriate certificate, or the certificate reference number, after purchase from Gorrings' Fine Art Auctioneers.

## TERMS OF CONSIGNMENT

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 Terms of Consignment.

Please note that these Terms of Consignment relate to auctions conducted by an Auctioneer only. We have separate terms for online only auctions.

### 1. Definitions and interpretation

1.1 To make these Terms of Consignment easier to read, we have given the following words a specific meaning:

'Auctioneer'

means Gorrings's LLP trading as Gorrings's, a company registered in England and Wales with registration number OC318535 and whose registered office is located at 15 North Street, Lewes, East Sussex, BN7 4PD or its authorised Auctioneer, as appropriate;

'Bidder'

means a person who places a bid for Goods at our auction;

'Buyer'

means the person who makes the highest bid for the Goods 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;

'Consumer Contracts Regulations'

means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

'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;

'Goods'

means the Goods that you consign to us for sale at our auction;

'Hammer Price'

means the level of the highest bid for the Good (at or above any Reserve) when the listing period for the lot ends/when the Auctioneer brings down the hammer;

**'Premium'**

means the premium charged to the Buyer on the sale of the Goods in accordance with the Terms of Sale;

**'Price'**

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

**'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 the Goods may be sold;

**'Seller'**

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

**'Terms of Consignment'**

means these Terms of Consignment;

**'Terms of Sale'**

means the Terms 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 (such as an agent and/or the Auctioneer);

**'VAT'**

means any value added tax or equivalent sales tax; and

**'Website'**

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

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

## **2. Information that we are required to give to Consumers**

2.1 A description of the main characteristics of the auction-related services that we are providing to you as set out in these Terms of Consignment or otherwise agreed with you in writing.

2.2 Our name, address and contact details as set out in these Terms of Consignment and/or on our Website.

2.3 The rate at which we will charge you the Commission plus any applicable VAT on the sale of the Goods as set out in Clause 5.

2.4 The fee that we will charge you plus any applicable VAT as set out in Clause 19 if either the Goods are unsold at auction or the Goods are withdrawn by you from the auction after the Goods have been catalogued and/or marketed by us prior to the auction in any way.

2.5. The arrangements for collection of any unsold Goods as set out in Clauses 19 and 21 and terms regarding payment of any Proceeds due to you set out in Clause 18.

2.6. If you have any complaints, please contact us at [clientservices@gorringes.co.uk](mailto:clientservices@gorringes.co.uk).

### **3. Procedure for consigning Goods for sale at auction**

3.1 If you consign Goods 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 Goods (as set out in Clause 13);

3.1.3 Your bank account details;

3.1.4 Your address and contact details;

3.1.5 Your VAT registration number (if applicable); and

3.1.6 Any other documentation we may require from you in connection with your identity, in order to comply with anti-money laundering legislation.

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 Goods for sale in our auction.

3.3 You must provide the Goods to us by any stated deadline (at your expense). We may be able to assist you with this process but any liability incurred to a carrier for haulage charges is solely your responsibility.

### **4. The contract between you and the Buyer**

4.1 The contract for the purchase of the Lot between you and the Buyer will be formed when the Auctioneer records the winning Lot in the sale book accepting the highest bid for the Lot at auction, unless due diligence information required by us under the Money Laundering Regulations 2019 in accordance with our internal procedure remains outstanding, in which case the contract will be formed when that information is accepted by us as complete.

4.2 You may directly enforce any terms in the Terms of Sale 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 Terms of Consignment, 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**

5.1 We will charge you a Commission on the sale of the Goods calculated as a percentage of the Hammer Price, unless we agree with you otherwise, at 15% (plus VAT).

5.2 There is a minimum Commission charge of £10.00 plus VAT per Lot.

5.3 Where you have been introduced to us by a third party, such as an independent valuation service, we may, in some cases, pay a commission to them following the successful sale of your items.

## **6. Loss and damage waiver**

6.1(a) We are not regulated by the FSA for the provision of insurance to clients. However, we for our own protection assume liability for property consigned to us at mid pre-sale estimate. To justify accepting liability, we make a charge of 1.5% of the hammer price plus VAT or, if unsold, our lower estimate of the hammer price or reserve. (b) If the owner of goods consigned instructs us in writing not to take such action, they then remain at owner's risk unless and until the property in them passes to the Buyer or they are collected by or on behalf of the owner, and clause 6.1 (a) is inapplicable.

6.2 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; or (iv) nuclear, chemical or biological contamination.

6.3 If you (or your agent) instruct us in writing not to assume liability for Goods, the Goods remain entirely at your risk unless and until the Goods pass to the Buyer or are collected by you or on your behalf. In this case Clauses 6.1 - 6.3 will not apply.

## **7. Illustration Charges**

You will pay for the cost of illustration of your Goods produced for the auction catalogue, our Website or online bidding platform. We Reserve the right to photograph all Goods unless you specifically request us not to. We Reserve the right to make a charge for this service. A charge of £1.50 per lot (plus VAT) will be levied on all weekly sale lots. A charge of £15.00 per lot (plus VAT) will be levied on all Fine sale lots. The copyright in such photographs will be owned by us, along with the text in the auction catalogue.

## **8. Minimum bids and our discretion**

Goods may be offered subject to a Reserve agreed between you and us before the auction in accordance with Clause 9. We may sell Goods below the Reserve provided we account to you for the same sale Proceeds as you would have received had the Reserve been the Hammer Price. The minimum permitted Reserve for weekly sales is £250 for furniture and £200 for all other items. A discretionary Reserve of 50% of the lower estimate will be applied to any item falling below these thresholds. All reserved lots will be sold at one bid below the Reserve unless a 'Firm' Reserve has been set. If you specifically give us 'discretion' we may accept a bid of up to 20% below the formal Reserve.

## **9. Reserves**

9.1 Reserves must be reasonable and may not exceed our lower pre-sale estimate for that Lot. We may decline to offer Goods which, in our opinion, would be subject to an

unreasonably high Reserve (in which case the Goods carry the storage charge set out in these Terms of Consignment).

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**

All electrical items will be sold as 'Antiques' only.

## **11. Unsafe Goods**

If in our opinion any of your Goods, in particular those which are soft furnishings, infringe safety regulations we will not offer these Goods for sale. You must remove such Goods at your expense. If you do not collect such Goods within seven days of our notice to do so, we may dispose of the Goods at your expense.

## **12. Picture frames**

Due to the fragile nature of picture frames, we accept no responsibility for any damage, however caused, to picture frames whilst in our possession, either in the auction room, in store or in transit.

## **13. Warranties and information about the Goods**

13.1 You must provide us with all information that you have relating to the provenance, export/import history, condition, attribution and authenticity and any other material characteristics of the Goods (and any additional information that may be relevant).

13.2 In addition to any warranties implied by law, you warrant to us and the Buyer that:

13.2.1 any information that you provide in relation to the Goods is complete, correct and up-to-date;

13.2.2 the Goods will match any description of the Goods that you provide to us;

13.2.3 as far as you are aware, the main characteristics of the Goods set out in the auction catalogue (as amended by any notice displayed in the saleroom or announced by us at the auction) are correct;

13.2.4 you are not aware of any defects affecting the characteristics of the Goods set out in clause 13.1;

13.2.5 to the best of your knowledge, the Goods have been lawfully imported and lawfully and permanently exported as required by the laws of any country in which the Goods were located; required declarations upon the export and import of the Goods have been properly made; and any duties and taxes on the export and import of the Goods have been paid; and

13.2.6 you will pay all taxes and duties potentially due on the sale of the Goods.

13.3 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 Goods is incorrect or incomplete and/or if the Goods do not match the description that you provided to us or the main characteristics of the Goods set out in the auction catalogue.

13.4 Any information that you provide in relation to the Goods 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 Goods if the information provided is incorrect.

13.5 If we have to refund the Price of any Goods to the Buyer due to the Goods being a Deliberate Forgery, or for any other reason that we reasonably consider requires or may require us to do so, you must promptly on demand, and in any event within seven days, reimburse to us any Proceeds that we have transferred to you for those Goods following receipt of our written notice requesting you to do so.

#### **14. Transfer of ownership of the Goods**

You warrant and undertake to us and the Buyer that you are the true owner of the Goods (or are properly authorised by the true owner to sell the Goods on the owner's behalf) and you currently have and will have the right to sell the Goods to the Buyer with good and marketable title free of any third party rights or claims at the time when ownership of the Goods is to be transferred.

#### **15. 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 13 or 14 by you or anyone acting on your behalf, including without limitation, if we are required to refund the Price of any Goods to the Buyer as a result of your breach of these clauses.

#### **16. Terms of Sale**

You agree that the Goods will be sold to the Buyer in accordance with our Terms of Sale, a copy of which will be displayed in the saleroom and available upon request.

#### **17. 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 account 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 Terms of Sale and any interest earned on the sale Proceeds until the date of settlement.

#### **18. Settlement**

18.1 Provided that the Buyer has paid for the Goods, we will usually pay the net sum due to you within twenty one days of the day of Fine sales and two days of date of weekly sales, by BACS transfer direct into the bank account you notified to us in writing.

18.2 We shall be entitled to defer or withhold payment of the net sum due to you where (i) we have reasonable grounds to review (or where there is any uncertainty) whether any of the warranties and information about the Goods provided by you pursuant to clauses 13.1 to 13.3 are complete, correct, and up-to-date; or (ii) circumstances arise that may require us to refund the Price of the Goods to the Buyer in accordance with clause 13.5. We shall in that case pay the net sum due to you within twenty one days of the day on which the review or uncertainty has been resolved to our satisfaction in your favour and we are reasonably satisfied that we will not be required to refund the Price of the Goods to the Buyer.

18.3 If the Buyer has not paid for the Goods, 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 9 of our Terms of Sale in relation to a Buyer's failure to pay. We will not release the Goods to the Buyer until we have received payment in full of the Price for the Goods.

18.4 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.

18.5 If we make payments to your bank account in error, we may request reimbursement by sending you an invoice.

18.6 We may deduct any sums that you owe to us from the Proceeds.

18.7 An administration charge of £10.00 + VAT will be made for settlement payment by cheque.

## **19. Unsold and withdrawn items**

19.1 If the Goods are unsold at auction, you authorise us to negotiate a sale by private treaty not later than the close of business three working days following the last day of the auction. In this case you will pay to us the same charges as if such Goods had been sold at auction and, so far as appropriate, these Terms of Consignment will apply to any such sale.

19.2 In addition to Clause 19.1, we may, with your consent, re-offer unsold Goods at a future auction (or by private treaty thereafter as set out in Clause 19.1 above) but we may recommend a variation in Estimates or Reserve. Where, in our opinion, Goods are unsaleable, we will notify you and you must collect such Goods from the saleroom within three business days of the date of our notice to do so. If you fail to collect such Goods promptly, we may charge you reasonable storage charges at a daily rate.

19.3 You will pay us a charge of 30% of the lower estimate plus VAT on any Goods that are withdrawn from the auction after being catalogued and/or marketed by us prior to the auction in any way.

## **20. Withdrawal of the Goods by us**

20.1 We may (acting reasonably) at our discretion at any time withdraw your Goods from our auction:

20.1.1 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);

20.1.2 if we reasonably believe that you may be, or are about to be, in breach of these Terms of Consignment; or

20.1.3 if we reasonably believe the Goods to be a Deliberate Forgery.

## **21. Warehousing**

21.1 We have no liability for Goods that you deliver to our saleroom without sufficient sale instructions. We Reserve the right to charge you a minimum warehousing charge of £5 per Lot per day plus any applicable VAT, and an administration charge of up to £20 plus VAT.

21.2 We will notify you to ask you to remove any of your unsold or withdrawn Goods. Unsold and withdrawn Goods will be subject to the charges set out in Clause 21.1 above if you do not remove them within three days of the sale in which last offered unless alternative arrangements have been made with us.

21.3 If you do not remove your unsold or withdrawn Goods within thirty days of being offered for sale we may either: (a) sell such Goods and off set charges from any net Proceeds of sale; or (b) at your expense dispose of such Goods.

21.4 In respect of Goods delivered to our saleroom for the agreed specific purpose of their valuation we will notify you when they are ready to be collected. In these circumstances, you will have one month to collect the Goods before the charges or remedies above in this section will apply.

## **22. Our liability to you**

22.1 We will not be liable to you for any loss of opportunity or disappointment suffered as a result of participating in our auction.

22.2 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 that is not a foreseeable result of any of us not complying with the Conditions of Business. 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.

22.3 Subject to Clause 22.4, 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.

22.4 Notwithstanding the above, nothing in these Terms of Consignment limits the liability of us or our employees or agents for:

22.4.1 death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977);

22.4.2 fraudulent misrepresentation; or

22.4.3 any liability which cannot be excluded by law.

## **23. Notices**

23.1 All notices between you and us regarding these Terms of Consignment must be in writing and signed by or on behalf of the party giving it. A notice given by email will be deemed to be signed for the purposes of this Clause if the email is sent from an email address, registered with us as belonging to the client, or is sent by us from a registered email address to the client's registered email address.

23.2 Any notice referred in Clause 23.1 may be given:

23.2.1 by delivering it by hand;

23.2.2 by first class pre-paid post or recorded delivery; or

23.2.3 by email.

23.3 Notices must be sent:

23.3.1 by hand or registered post:

a. to us, at our address set out in these Terms of Consignment or at our registered office address appearing on our Website; and

b. to you, at the last postal address that you have given to us as your contact address in writing.

23.3.2 by email:

a. to us, by sending the notice to the following email address: [clientservices@gorringes.co.uk](mailto:clientservices@gorringes.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.

23.4 Notices will be deemed to have been received:

23.4.1 if delivered by hand, on the day of delivery; or

23.4.2 if sent by first class pre-paid post or recorded delivery, two business days after posting, exclusive of the day of posting; or

23.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt.

23.5 Any notice or communication given under these Terms of Consignment will not be validly given if sent by fax, any form of messaging via social media or text message.

## **24. Data Protection**

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on [www.gorringes.co.uk](http://www.gorringes.co.uk)

## **25. General**

25.1 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.

25.2 We may change these Terms of Consignment from time to time, without notice to you. Please read these Terms of Consignment carefully, as they may be different from the last time you read them.

25.3 Except as otherwise stated in these Terms of Consignment, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Consignment or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Consignment is not a waiver of that or any other right. Partial exercise of any right under these Terms of Consignment will not preclude any further or other exercise of that right or any other right under these Terms of Consignment. Waiver of a breach of any term of these Terms of Consignment will not operate as a waiver of breach of any other term or any subsequent breach of that term.

25.4 These Terms of Consignment 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.

25.5 These Terms of Consignment 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.

## TERMS OF SALE

Please note that if you register to bid and/or bid at auction this signifies that you agree to and will comply with these Terms of Sale.

Please note that these Terms of Sale relate to auctions conducted by an Auctioneer only, where the opportunity is available to view the lots. We have separate terms for online only auctions and those where viewing is not available.

### 1. Definitions and interpretation

1.1 To make these Terms of Sale easier to read, we have given the following words a specific meaning:

‘Auctioneer’

means Gorringes LLP trading as Gorringe’s, a company registered in England and Wales with registration number OC318535 and whose registered office is located at 15 North Street, Lewes, East Sussex, BN7 2PD or its authorised Auctioneer, as appropriate;

‘Bidder’

means a person who places a bid for Goods at our auction;

‘Buyer’

means the person who makes the highest bid for the Goods accepted by the Auctioneer;

‘Commission’

means the Commission that we charge you on the sale of the Goods as set out in Clause 4 below;

‘Consumer’

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

‘Consumer Contracts Regulations’

means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

‘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;

‘Goods’

means the Goods that have been consigned to us for sale at our auction;

‘Hammer Price’

means the level of the highest bid for the Good (at or above any Reserve) when the listing period for the lot ends/when the Auctioneer brings down the hammer;

**‘Premium’**

means the premium charged to the Buyer on the sale of the Goods in accordance with the Terms of Sale;

**‘Price’**

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

**‘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 the Goods may be sold;

**‘Seller’**

means the owner of the Goods and any agent who consigns the Goods for sale on the owner’s behalf (if applicable);

**‘Shipping Costs’**

means the charges applied to the shipping of all Goods purchased, should the Buyer ask for Gorrings’s shipping agent to deliver the Goods (if applicable);

**‘Terms of Consignment’**

means these Terms of Consignment;

**‘Terms of Sale’**

means the Terms 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 (such as an agent and/or the Auctioneer);

**‘VAT’**

means any value added tax or equivalent sales tax; and

**‘Website’**

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

In these Terms 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 Terms of Sale unless stated otherwise.

## **2. Information that we are required to give to Consumers**

2.1 A description of the main characteristics of each Lot as contained in the auction catalogue.

2.2 Our name, address and contact details as set out herein, in our auction catalogues and/or on our Website.

2.3 The Price of the Goods and arrangements for payment as described in Clauses 4, 5, 7 and 8.

2.4 The arrangements for collection or delivery of the Goods as set out in Clauses 8 and 9.

2.5 Your right to return a Lot and receive a refund if the Lot is a Deliberate Forgery as set out in Clause 13.

2.6 We and Trader Sellers have a legal duty to supply any Lots to you in accordance with these Terms of Sale.

2.7 If you have any complaints, please send them to us directly at [clientservices@gorringes.co.uk](mailto:clientservices@gorringes.co.uk).

### **3. Bidding procedures and the Buyer**

3.1 You must register your details with us before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us. You must also satisfy any security arrangements we have in place before entering the auction room to view or bid.

3.2 We strongly recommend that you attend the auction in person. You are responsible for your decision to bid for a particular Lot. If you bid on a Lot, including by telephone and online bidding, or by placing a Commission bid, we assume that you have carefully inspected the Lot and satisfied yourself regarding its condition and other characteristics.

3.3 If you instruct us, we may execute Commission bids on your behalf. We will confirm receipt of your instruction by sending you an email acknowledging your request and confirming your bid. Neither we nor our employees or agents will be responsible for any failure to execute your Commission bid, unless our failure to do so is unreasonable. Where two or more Commission bids at the same level are recorded, we have the right to prefer the first bid made (where this can be reasonably ascertained).

3.4 The Bidder placing the highest bid for a Lot accepted by the Auctioneer will be the Buyer at the Hammer Price. Any dispute about a bid will be settled at our discretion. We may reoffer the Lot during the auction or may settle the dispute in another way. We will act reasonably when deciding how to settle the dispute.

3.5 Bidders will be deemed to act as principals, even if the Bidder is acting as an agent for a third party.

3.6 We may bid on Lots on behalf of the Seller up to one bid below the Reserve.

3.7 We may refuse to accept any bid if it is reasonable for us to do so.

3.8 Bidding increments will be at our sole discretion (but will be in line with standard auction practice).

### **4. The purchase Price**

4.1 As a Buyer, you will pay:

a. the Hammer Price;

- b. a Premium of 25% plus VAT of the Hammer Price.
- c. any artist's resale right royalty payable on the sale of a Lot;
- d. any bidding platform fee payable on a Lot; and
- e. any VAT due.

## **5. VAT**

5.1 You shall be liable for the payment of any VAT applicable on the Hammer Price, Premium and Shipping Costs (if applicable) due for a Lot. Please see the symbols used in the auction catalogue for that Lot and the 'Information for Buyers' in our auction catalogue for further information.

5.2 We will charge VAT at the current rate at the date of the auction.

## **6. The contract between you and the Seller**

6.1 The contract for the purchase of the Lot between you and the Seller will be formed when the Auctioneer records the winning Lot in the sale book accepting the highest bid for the Lot at auction, unless due diligence information required by us under the Money Laundering Regulations 2019 in accordance with our internal procedure remains outstanding, in which case the contract will be formed when that information is accepted by us as complete.

6.2 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.

6.3 If you breach these Terms 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 at our discretion provide the Seller with information or assistance in relation to that claim.

6.4 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).

## **7. Payment**

7.1 Immediately following your successful bid on a Lot you will:

7.1.1 give to us, if not already provided to our satisfaction, proof of identity in a form acceptable to us (and any other information that we require in order to comply with our anti-money laundering obligations); and

7.1.2 pay to us the total amount due in any way that we agree to accept payment.

7.1.3 pay in full the Shipping Costs prior to the Goods being shipped, should you agree to Gorrings shipping agent delivering the Goods.

7.2 If you owe us any money, we may use any payment made by you to repay these debts.

## **8. Title and collection of purchases**

8.1 Once you have paid us in full the total amount due for any Lot, ownership of that Lot will transfer to you. You may not claim or collect a Lot until you have paid for it.

8.2 You will (at your own expense) collect any Lots that you have purchased and paid for not later than 48 hours following the auction, or such later date as is specified in the printed catalogue or on our Website.

8.3 If you agree to using our delivery service, only when the full Shipping Costs have been paid will the Goods be dispatched. We reserve the right that some Lots will not be suitable for an in-house shipping estimate and will recommend suitable shipping agents.

8.4 Should you decide to use the delivery service, you thereby agree to allow us to share relevant personal data that we hold with the shipping agent in order to allow effective communication between the shipping agent and you, and to enable delivery.

8.5 If you do not collect the Lot within the time period under Clause 8.2, you will be responsible for any reasonable removal and storage charges in relation to that Lot.

8.6 Risk of loss or damage to the Lot will pass to you when you (or your agents) take physical possession of the Lot.

8.7 If you do not collect the Lot that you have paid for within thirty days after the auction, 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 at our standard rates on any such resale of the Lot.

## **9. Remedies for non-payment or failure to collect purchases**

9.1 Please do not bid on a Lot if you do not intend to buy it. If your bid is successful, these Terms of Sale will apply to you. This means that you will have to carry out your obligations set out in these Terms of Sale. If you do not comply with these Terms of Sale we may (acting on behalf of the Seller and ourselves) pursue one or more of the following measures:

9.1.1 take action against you for damages for breach of contract;

9.1.2 reverse the sale of the Lot to you and/or any other Lots sold by us to you;

9.1.3 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 as well as the charges outlined in Clause 8.7). Please note that if we sell the Lot for a higher amount than your winning bid, the extra money will belong to the Seller;

9.1.4 remove, store and insure the Lot at your expense;

9.1.5 if you do not pay us within five business days of your successful bid, we may charge interest at a rate not exceeding 1.5% per month on the total amount due;

9.1.6 keep that Lot or any other Lot sold to you until you pay the total amount due, including Shipping Costs where applicable;

9.1.7 reject or ignore bids from you or your agent at future auctions or impose conditions before we accept bids from you; and/or

9.1.8 if we sell any Lots for you, use the money made on these Lots to repay any amount you owe us.

9.2 We will act reasonably when exercising our rights under Clause 9.1. We will contact you before exercising these rights and try to work with you to correct any non-compliance by you with these Terms of Sale.

## **10. Health and safety**

Although we take reasonable precautions regarding health and safety, you are on our premises at your own risk. Please note the lay-out of the premises and security arrangements. Neither we nor our employees or agents are responsible for the safety of you or your property when you visit our premises, unless you suffer any injury to your person or damage to your property as a result of our employees' or our agents' negligence.

## **11. Warranties**

11.1 The Seller warrants to us and to you that:

11.1.1 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;

11.1.2 the Seller is able to transfer good and marketable title to the Lot to you free from any third party rights or claims; and

11.1.3 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.

11.2 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.

11.3 Please note that many of the Lots that you may bid on at our auction are second-hand.

11.4 If a Lot is not second-hand and you purchase the Lot as a Consumer from a Seller that is a Trader, a number of additional terms may be implied by law in addition to the Seller's warranties set out at Clause 11.1 (in particular under the Consumer Rights Act 2015). These Terms of Sale do not seek to exclude your rights under law as they relate to the sale of these Lots.

11.5 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.

## **12. Descriptions and condition**

12.1 Our descriptions of the Lot 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 is likely that we will not be able to carry out a detailed inspection of each Lot).

12.2 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 in advance of the auction.

12.3 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.

12.4 Please note that Lots (in particular second-hand 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). Neither we nor the Seller accept any liability for the condition of second-hand Lots or for any condition issues affecting a Lot if such issues are included in the description of a Lot in the auction catalogue, the condition report for a lot (or in any saleroom notice) and/ or which the inspection of a Lot by the Buyer ought to have revealed.

## **13. Deliberate Forgeries**

13.1 You may return any Lot which is found to be a Deliberate Forgery to us within thirty 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.

13.2 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:

13.2.1 the catalogue description reflected the accepted view of experts as at the date of the auction; or

13.2.2 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.

13.3 If you have sold the Lot to another person, we will only be liable to refund the Price that you paid for the Lot. We will not be responsible for repaying any additional money you may have made from selling the Lot.

13.4 Your right to return a Lot that is a Deliberate Forgery does not affect your legal rights and is in addition to any other right or remedy provided by law or by these Terms of Sale.

#### **14. Our liability to you**

14.1 We will not be liable for any loss of opportunity or disappointment suffered as a result of participating in our auction.

14.2 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 Terms and Conditions. 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.

14.3 Subject to Clause 14.4, 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.

14.4 Notwithstanding the above, nothing in these Terms of Sale shall limit our liability (or that of our employees or agents) for:

14.4.1 death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977);

14.4.2 fraudulent misrepresentation; or

14.4.3 any liability which cannot be excluded by law.

#### **15. Notices**

15.1 All notices between you and us regarding these Terms of Sale must be in writing and either from your registered email address, our email address, or if in hard copy letter, signed by or on behalf of the party sending it.

15.2 Any notice referred in Clause 15.1 may be given:

15.2.1 by delivering it by hand;

15.2.2 by first class pre-paid post or recorded delivery; or

15.2.3 by email.

15.3 Notices must be sent:

15.3.1 by hand or registered post;

a. to us, at our address set out in these Terms of Sale or at our registered office address appearing on our Website; and

b. to you, at the last postal address that you have given to us as your contact address in writing; or

15.3.2 by email:

a. to us, by sending the notice to the following email address: [clientservices@gorringes.co.uk](mailto:clientservices@gorringes.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.

15.4 Notices will be deemed to have been received:

15.4.1 if delivered by hand, on the day of delivery;

15.4.2 if sent by first class pre-paid post or recorded delivery, two business days after posting, exclusive of the day of posting; or

15.4.3 if sent by email, at the time of transmission unless sent after 17.00 in the place of receipt in which case they will be deemed to have been received on the next business day in the place of receipt.

15.5 Any notice or communication given under these Terms of Sale will not be validly given if sent by fax, any form of messaging via social media or text message.

## **16. Data Protection**

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on our Website.

## **17. General**

17.1 We may, acting reasonably, refuse admission to our premises or attendance at our auctions by any person.

17.2 We act as an agent for our Sellers. The rights we have to claim against you for breach of these Terms 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 Terms of Sale are between you and us and no other person will have any rights to enforce any of these Terms of Sale.

17.3 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.

17.4 Each of the clauses of these Terms 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.

17.5 We may change these Terms of Sale from time to time, without notice to you. Please read these Terms of Sale carefully, as they may be different from the last time you read them.

17.6 Except as otherwise stated in these Terms of Sale, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Sale or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Sale is not a waiver of that or any other right. Partial exercise of any right under these Terms of Sale will not

preclude any further or other exercise of that right or any other right under these Terms of Sale. Waiver of a breach of any term of these Terms of Sale will not operate as a waiver of breach of any other term or any subsequent breach of that term.

17.7 These Terms 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.