

JSFineArt

auctioneers & valuers

Information for Sellers

IMPORTANT NOTICE

Our Conditions of Sale are regularly updated and these are a guide only. Please check when you submit your lots for the latest terms.

For more information, please contact us:

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Conditions of Sale

By signing a completed consignment form on submission of lots; all vendors agree to be bound by the following terms and conditions:

Commission:-

All Vendors, on entering lots for sale, as detailed on their signed consignment form agree to pay a commission to the Auctioneers at a variable rate on each lot sold.

The following commission rates apply to each individual lot sold - all rates quoted are subject to VAT

- 20% of the hammer price up to £200
- 15% of the part of the hammer price £201-1000
- 10% of the part of the hammer price £1001- £2,000,000

(A minimum of £8 (Eight pounds) plus V.A.T. per lot will be charged)

Loss/Damage Warranty:-

Unless otherwise instructed in writing the Auctioneers will, for a premium of 1%, cover all goods left on their premises against the risk of burglary, fire and water damage, theft and accidental breakage. Any claim arising will be processed by the Auctioneers on the basis of their estimation of the sale realisation figure that the goods concerned would have achieved. The Auctioneers shall not be liable for any damage to or theft of goods not insured.

Exclusions from this cover include, but are not limited to: damage to gesso frames, deteriorating past restorations, deterioration of loose veneers, further loss to pre-existing worm damage, deterioration of book bindings, moth damage, deterioration of loose and flaking paint, etc.

Storage:-

The Auctioneers offer free storage of items delivered up to six weeks prior to sale, however reserve the right to make a charge for storing all goods delivered earlier than this or with insufficient instructions. Storage charges will also be applied to unsold goods left on their hands for more than seven days after the Vendor has received notification of sale results.

Reserves:-

Reserves must be confirmed in writing prior to the sale otherwise the Auctioneers will not be responsible for the application of reserves. **Reserves will not be accepted on any lot deemed by the auctioneers to be of a value of less than £100 (one hundred pounds)**, and lots deemed below this value will be sold on an unreserved basis regardless of estimate. If reserves are set on lots above the Auctioneer's advice and those lots are unsold a charge of 10% plus vat of that reserve price will be charged.

Withdrawn lots:-

Should a vendor decide to withdraw a lot from sale, this must, in all cases, be notified in writing to the auctioneers no later than 7 days prior to the sale date for General sales and no later than 14 days prior to the sale date for selected and fine art sales. Late withdrawal of lots once catalogued will incur Charges of 10% plus VAT of the estimated value or reserve price

Unsold Lots:-

Unsold lots must be removed by the vendor within 7 days of notification of sale results, items not collected by this time and of a value deemed by the auctioneers to exceed £50 will be re-offered for sale without reserve, low value lots will not be reoffered if unsold. Collection of unsold low value lots must be undertaken within 7 days of notification. Charges will be made for the disposal of uncollected unsold lots. If lots remain unsold after reoffering, and are not collected by the vendor, they will be disposed of at the vendor's expense.

Payment:-

Settlement is normally made to a Vendor by cheque within 14 working days following the sale date. Payments will only be made in the name on the Vendor as stated on this consignment form. Any change in this payment method must be agreed with the Auctioneers upon consignment of items. The Auctioneers shall be entitled to withhold or set off any liability of the Vendor to the Auctioneers or their agents on any account against any sale proceeds otherwise due to the Vendor. (Such liabilities may include but are not limited to- Transport charges, storage charges, restoration costs (where instructed), additional advertising (where instructed), un-settled purchase accounts from current or past auctions, etc.)

The Auctioneers act as agents only and are thus not liable for any default by the purchaser. The Auctioneers will pay the net proceeds of the sale to the Vendor, provided that the Auctioneers have been paid by the purchaser.

Applying to all:-

Third party liability The Auctioneers shall not be liable for any loss, damage or injury whatsoever occasioned to or sustained by any person during the period of public viewing at the auction sale, or before, during or after the sale itself, however the same may arise, unless arising from the negligence of an employee of the Auctioneers.