

# TERMS & CONDITIONS OF SALE

## 1. Definitions

In these Conditions, West of Ireland Art Auctions Limited, trading as Dolan's Art Auction House, who act as auctioneers and agents for the vendor, are called 'The Auctioneers' (which expression shall be deemed to include their servants and agents) and the representative of Dolan's Art Auction House conducting the auction is called 'The Auctioneer'. As auctioneers, Dolan's act as agent for the seller. A sale contract is made directly between the seller and the buyer. However, Dolan's may own a lot (and in such circumstances act in a principal capacity as seller) and/or may have a legal, beneficial or financial interest in a lot.

## 2. Third Party Liability

Every person at or on the 'Auctioneers' premises or at any premises being used by the Auctioneer at any time shall be deemed to be there entirely at his/her own risk and shall have no claim whatsoever against the Auctioneers or their servants or agents in respect of any accident or incident which may occur, nor any injury, damage or loss howsoever arising and whether or not same is the subject of any allegation of negligence.

## 3. General

Whilst the Auctioneers make every effort to ensure the accuracy of their catalogue and the description of every lot:

- Each lot as set out in the catalogue or as divided or combined with any other lot or lots is sold by the vendor with all faults, imperfections and errors of description.
- The auctioneer shall not be responsible for any discrepancies between the colour in the catalogue illustration and that of the original work being offered for sale.
- Any claim under any Statute must be received in writing by the Auctioneers within three months of the sale.
- The Auctioneers shall not be liable for consequential or resultant loss or damage whether sustained by a Vendor or a Purchaser or the owner of any item or their respective servants and agents arising in any circumstances whatsoever and irrespective of any claim made by any party as to negligence or lack of care of the Auctioneers or any party acting on their behalf.
- All lots are made available for inspection for a reasonable period prior to auction. A buyer who makes a bid for any lot thereby acknowledges that he has satisfied himself as to the physical condition, state of repair or restoration, age and catalogue description of such lot and also that he accepts these conditions of sale.

Dolan's knowledge, in relation to each lot, is partially dependent on information provided by the seller and Dolan's are not able to, and do not, carry out exhaustive due diligence searches on each lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots they may be interested in buying. Bidders also acknowledge the fact that many lots are of an age that they may not be in perfect condition. All lots are offered for sale with any imperfections. Catalogue descriptions and condition reports may on occasions make reference to particular imperfections of a lot, but Bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. Illustrations are for identification purposes only and will not convey full information as to the actual condition of lots.

## 4. The Auction

- The Auctioneer has absolute discretion to divide any lot, to combine any two or more lots or to withdraw any lot or lots from the sale, to refuse bids, regulate bidding or cancel the sale without in any case giving any reason or previous notice. He may bid on behalf of the vendor for all goods which are being offered subject to reserve or at the Auctioneer's discretion.
- The highest bidder shall be the buyer except in the case of a dispute. If during the auction the Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or to re-offer the lot for sale. The Auctioneer may at his sole discretion determine the advance or bidding or refuse a bid.
- Each lot is put up for sale subject to any reserve price placed by the vendor. Whether or not there is a reserve price the seller has the right to bid either personally or by any other person (who may be the Auctioneer).
- All conditions, notices, descriptions, statements and other matters in the catalogue and elsewhere concerning any lot are subject to any statements modifying or affecting the same made by the Auctioneer from the rostrum prior to any bid being accepted for the lot.

## 5. Rescinding

Notwithstanding any other terms of these Conditions, if within 12 months after the sale, the Auctioneers have received from the buyer any notice in writing that in his view the lot is a deliberate forgery and within twenty one days after such notification the buyer returns the same to the Auctioneers in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the buyer, satisfies the Auctioneers that considered in the light of the entry in the catalogue the lot is a deliberate forgery, then the sale of the lot will be rescinded and the purchase price of the sale refunded. In the event of a dispute then the matter shall be settled by the President of the Institution of Chartered Surveyors in the Republic of Ireland. Both the buyer and the vendor agree to be bound by the decision.

## 6. Default

The Auctioneers disclaim responsibility for default by either the buyer or the vendor because they act as Agents for the vendor only and therefore do not pay out to the vendor until payment is received from the buyer. Instructions given by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.

7. In the event of a sale by private treaty both the vendor and the buyer agree to be bound by these conditions and any other special conditions of sale.

## Retention of Title

All goods remain the property of the vendor until paid for in full. The Auctioneers will not assume liability to discharge net proceeds arising from the sale of goods until those goods have been paid for in full.

## 8. Instructions

All goods delivered to the Auctioneers' premises will be deemed to be delivered for sale by auction and will be catalogued and sold at the discretion of the Auctioneer and accepted by them subject to all the Sale Conditions. By delivering the goods to the Auctioneers for inclusion in their auction sales the vendor acknowledges that he or she has accepted and agreed to be bound by all these Conditions.

## 9. Collection and Deliveries

The Auctioneers do not normally undertake the packing, collection or delivery of goods but will if requested use their best endeavours as Agent of the Owner to arrange for an independent contractor on the owner's behalf to deal with packing, collection and/or delivery. The Auctioneer will not in any event arrange insurance of the goods and will accordingly not be liable for any loss or damage to goods howsoever arising including breakages or for any damage to premises, fixtures or fittings therein caused by such contractor or otherwise and the owner is responsive for all arrangements to verify that any such contractor and the goods is/are appropriately insured. Unless instructions are received to the contrary, charges (including VAT) for such services will be charged to the vendor's account or discharged through the Auctioneers by the purchaser as the case may be. The Auctioneers' liability (if any) will arise only where they themselves carry out packing and collection/delivery and only in the case of breakage or loss caused through deliberate negligence of their employees and in any event in one single contract and the Auctioneers' liability will not exceed €500. Provided further the Auctioneers will not be liable for consequential loss in any circumstances whatsoever.

## 10. Loss or Damage and Storage

The Auctioneers reserve the right to store or arrange for the storage of goods held by them or delivered to them either on their own premises or elsewhere at their sole discretion and entirely at the owner's risk. The Auctioneers shall not be liable for any loss (including consequential loss) howsoever caused or damage to goods of any kind including breakages, or for unauthorised removal of goods.

## 11. Right to Re-sell

The Auctioneer reserves the right to re-sell any item that has not been collected within fourteen days.

## 12. Telephone bidding

Every effort will be made to facilitate persons wishing to bid by telephone at auction but the auctioneer disclaims responsibility for any failures for whatever reason, in this regard.

## 13. Absentee Bidding

Every effort will be made to facilitate persons wishing to leave commission bids with the auctioneer but the auctioneer disclaims responsibility for any failures for whatever reason, in this regard.

## 14. Droit de Suite

The artist's resale levy, the droit de suite, where applicable, will be deemed to be the responsibility of the vendor. Dolan's Art Auction House will not charge this levy to the purchaser. The vendor by entering his goods for sale with Dolan's Art Auction House acknowledges that he/she is responsible for the payment of this artist's resale levy. Dolan's Art Auction House will not be responsible for payment of the droit de suite and the vendor by entering his/her goods for sale acknowledges that he/she has accepted and agreed to be bound by this condition of sale. Furthermore Dolan's Art Auction House accepts goods for sale from the vendor on the condition that the vendor authorizes Dolan's Art Auction House to withhold monies due for payment of the droit de suite from the auction proceeds due to the vendor, and the vendor further authorizes Dolan's Art Auction House to pay the droit de suite, on the vendors behalf, to the artist. Furthermore the vendor acknowledges that the droit de suite payment where applicable will be charged to the vendors account in addition to the vendors commission charged by the auctioneer and any illustration or other charges applicable to the account.

## 15. Special Conditions

### PURCHASER:

- The purchaser shall pay a commission to the auctioneer, viz. a Buyer's Premium, of 17½% plus VAT on the hammer price of each lot.
- The Purchaser acknowledges that the auctioneer may also receive a commission from the vendor.
- All accounts must be discharged by certified cheque, bank draft or cash. The auctioneer reserves the right not to release goods until cheque payments have been cleared by the bank. Credit cards also accepted with a 2% surcharge.
- Responsibility for items purchased passes to the purchaser on the fall of the hammer. The Auctioneers reserve the right to look for a 25% deposit on all goods.
- The buyer authorises the Auctioneer to use any photographs, drawings or illustrations of any lot purchased by the buyer, and, to indicate the price paid at auction for the lot, and the buyer acknowledges that same may be used for any advertising, promotional or other such purposes.

## 16. Purchasers will NOT be charged the Artists Resale Levy.

## 17. VAT Regulations:

All lots are sold within the Auctioneers VAT margin scheme. Revenue regulations require that the buyers premium must be invoiced at a rate which is inclusive of VAT. This VAT is NOT recoverable by any VAT registered buyers.