

# ABSENTEE/COMMISSION BIDDING FORM

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**PLEASE COMPLETE CLEARLY IN BLOCK CAPITALS**

PLEASE COMPLETE CLEARLY IN BLOCK CAPITALS		
Name		
Address		
		Post Code
Tel No.	Fax No.	
Mobile No.	email	
Debit/Credit Card No.	expiry date	csc no.

Payment and collection must be made within 48 hours  
storage of £5 per lot per day will be incurred thereafter.

*I agree to comply with the terms and Conditions of Sale  
Buyers premium is 20%+VAT (24%)*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Auction Date	Buyer Number
	(office use only)

## CONDITIONS OF SALE FOR ABSENTEE/TELEPHONE BIDDERS

All bidders are deemed to have read and understood our full Conditions of Sale as outlined on our website and in the catalogue. Buyer's Premium is 20% + VAT payable on all lots. All sales are final and no refunds are given.

The highest bidder to be the Buyer. If any dispute arises the Auctioneers shall have absolute discretion to settle it and put any disputed lot up again for sale.

We require debit or credit card details for all absentee/commission or telephone bids as security for your bid and may require a deposit of 50% of your maximum bid. We will then bid for you up to your maximum, attempting to secure the item at the lowest required to beat all other bids. Unless by prior arrangement, full payment of winning lots must be made within 48 hours in default of which Bushey Auctions reserve the right to charge the card, including all fees and charges. If payment is not received by two weeks after the auction date, Bushey Auctions reserve the right to hand the bidder's account over to our Debt Collection Agency in which case you will be responsible for all additional costs which will include but not limited to debt recovery costs, legal costs, interest and storage charges. This will affect your bidder status at Bushey Auctions and any other auction houses as well as internet bidding sites and should the matter proceed through the courts this may affect your credit status.

All lots are put up for sale subject to any reserved price imposed by the vendor. Once the Auctioneer has determined yours to be the winning bid, a legal contract is created and you are responsible for and obliged to pay for the item. If a Bidder fails to pay for an item, the Auctioneer reserves the right to cancel the sale and re-sell the item(s) won. The Auctioneer can also proceed against the Buver for breach of contract.

Unless by prior agreement, payment and collection must be made within 48 hours, storage of £5 per lot per day will be incurred thereafter. If at the expiration the lots are not paid for and collected, they may be sold immediately, either publicly or by private treaty without notice given to the defaulters. Bushev Auctions make no warranty whatsoever and will accept no claims for loss or damage.

Upon failure of the buyer to comply with any of the above conditions, any monies deposited in part payment shall be forfeited; and the defaulter shall make good any loss arising from the resale, together with the charges and expenses in respect to both sales.

Certain works by living artists, or artists deceased within 70 years, will incur an Artist's Resale Right Royalty charge of 4% when sold with a hammer price of €1000 or more.

All lots are sold as shown with all faults, imperfections and errors of description or of genuineness of authenticity. It is the buyer's responsibility to measure any item to ensure that it can be accommodated in its intended location. The description is for guidance only and as some items are of an age or nature that means they may not be in perfect condition, we advise you to examine items yourself before the auction starts. Viewing times are shown on the front of the catalogue. All items are offered for sale as viewed and are sold as seen. The auctioneer does not take responsibility for origin or estimated price. All items are sold without any warranty or claim as to its suitability or fitness for its apparent purpose so as a prospective Buyer, you should use your judgement. All electrical items are sold on the express condition that the winner ensures they are examined by a competent electrician before connecting them to any source of electricity.

Care is taken to ensure that any statement as to authorship attribution, origin, date, age, provenance and condition is reliable and accurate but all statements of opinion are not to be taken as statements or representations of fact. The Auctioneers reserve the right in the forming their opinion to consult and rely upon the expert opinion or Authority reasonably considered by them to be reliable. The wording 'As Found or Slight Damage' within the description is an indication that the lot may not be in perfect condition.

Written bids (Absentee Bids/Commission Bids) shall be taken and carried out for the convenience of the bidders. Bushey Auctions shall not be responsible for failing to execute such bids or errors relating to the execution of such bids. Live telephone bids will only be accepted on lots with an estimate of £50 upwards. Any lots estimated below this will be accepted as a commission bid. Live Telephone Bids are subject to a "failure to communicate" it is better to be in the room or leave a bid.

If bidding for an item that you will require shipping, please ask us in advance of bidding for an estimate for packing and shipping. The cost will be at your expense. Please note that we only arrange shipping of smaller items that can be handled by Royal Mail or standard courier. We do not arrange shipping of larger items such as furniture, though you are welcome to arrange collection.

In cases of dispute these Conditions of Sale are governed by UK jurisdiction under English Law.

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