

# RAMSAY CORNISH

AUCTIONEERS AND VALUERS

## EDINBURGH

1. (a) Selling. These conditions form our agreement with the seller, we ask that you read them carefully and ask for an explanation of anything you do not understand. Under these conditions, we act as your agent meaning that you are responsible for all statements and representations made by us on your behalf. You are the principal to the contract of sale with the buyer of the lot and responsible for breaches of that contract. The seller authorises Ramsay Cornish to deduct commission at 18% (plus vat on the premium), with a minimum commission of £5 per lot applying to all lots, and to retain the buyer's premium of 22% (plus vat on the premium). The seller agrees to pay all special advertising charges and illustration charges. 3% (plus vat) loss and damage warranty is charged in addition to the premium. A charge will be levied of £5 per lot for General auctions and £6 per lot for Specialist and timed auctions in respect of photography and inclusion on the Ramsay Cornish website and on any online platform, (plus vat). The seller authorises Ramsay Cornish to deduct any additional charges involved in presenting the item legally for sale or thought by Ramsay Cornish to significantly increase the sales value or appeal of the item, such as CITIES certification or costs related to carbon dating etc. We reserve the right to dispose of unsaleable items and to charge for this disposal.
- (b) The vendor authorises Ramsay Cornish to place lots in the most appropriate sale in our opinion in which the lot has the best chance of achieving the highest price. We operate auctions which combine online bidding with in-person bidding, online only and timed auctions. We also offer sales by private treaty.
2. Ramsay Cornish reserves the right to remove any ivory elements of any lot should the lot value not justify a CITIES certification and should the lot fail to sell and be returned to the vendor, to return it in that condition. We will contact vendors of items made wholly of or containing ivory or fall into any other protected category such as timber or species should we feel that we are not able to enter them for sale. Any such items should be collected within two working days. We reserve the right to dispose of any such items which are not collected within this timeframe.
3. (a) Proceeds of sale of goods from each auction will be despatched to the seller less deductions no less than four weeks following the auction, ie payment is on a sale by sale basis. Whilst Ramsay Cornish vets their buyers and takes all reasonable steps to receive prompt payment, they reserve the right to retain settlement if payment from the buyer has not yet been received or to cancel the sale if payment is not received after a reasonable time. If the sale is cancelled, the item will then be presented in the next suitable auction. Settlement will be made by bank transfer or by cheque, cheques once posted are deemed as delivered.
- (b) Cheques issued by Ramsay Cornish must be cashed within six months of date of issue. Cheques cannot be replaced outwith this period. Payments will be made payable to the vendor on record as consigning the goods to Ramsay Cornish.
- (c) Any queries relating to any particular consignment must be made by the vendor on record with Ramsay Cornish. In order to comply with data protection, we are unable to process enquiries from third parties.
4. Value Added Tax. A seller who sends for sale by auction any chattel(s) which is an asset of his business must disclose to the Auctioneer whether or not he is a registered person for Value Added Tax purposes and, if so, his registered number and whether or not he intends to operate "the special scheme". This information must be supplied to the Auctioneer in writing on or prior to delivery of goods.
5. (a) Instructions. All goods delivered to the Auctioneer's premises will be deemed to be delivered for Sale by Auction and will be catalogued and sold accordingly, unless special instructions are recorded on the script. Complete consignments must have a minimum value of £350.
- (b) Reserves. Ramsay Cornish will be pleased to advise on suitable protective reserves. Such reserves will only be accepted with the agreement of the Auctioneer. Our minimum reserve is £350. Any late reserves can only be accepted if received before the sale is published online, any such late reserves must be agreed by the auctioneer. Ramsay Cornish will apply a 10% discretion on any reserve agreed.
- (c) Ramsay Cornish reserves the right to group lots or to ascribe catalogue descriptions as in their opinion will allow the items the best opportunity to receive the highest price at auction.
- (d) Indemnity. Vendors shall indemnify Ramsay Cornish against any claims in connection with goods sold by Ramsay Cornish on the vendor's behalf.
6. Collections. The Auctioneers do not themselves undertake the collection of goods but acting expressly as Agents, they will if require, instruct or recommend a carrier on the vendor's behalf. Any charges incurred will be deducted from the vendor's proceeds, all arrangements remain the responsibility of the vendor.
7. (a) Unsold lots: Ramsay Cornish will endeavour to achieve the highest possible price for any lot consigned, any unsold lots will be re-entered in the next appropriate sale or by private treaty. Should a reserve price be in place, Ramsay Cornish will contact the seller and propose a revised reserve.
- (b) Should any lots consigned be unsuitable for sale we will contact the vendor. Any such lots should be collected within two working days. Ramsay Cornish reserves the right to dispose of such items should they not be collected either by commercial disposal, donation to a charity or sale by private treaty. Should the option be sale by private treaty any sums after deduction of our charges as listed in 1. will be made to the vendor. Any charges for commercial disposal will be charged to the vendor.
- (c) Ramsay Cornish reserves the right to refuse any lots for sale whether delivered in person or by carrier and is not liable for any costs incurred by the vendor.
8. Withdrawals. Where a seller cancels instructions for sale, or where a lot is withdrawn for any reason other than misattribution or authenticity, Ramsay Cornish reserves the right to charge a fee equal to 30% plus VAT of the reserve price of the lot, or where no reserve has been fixed, Ramsay Cornish Auctioneers and Valuers' lower estimate of the item(s) withdrawn, together with any expenses incurred in relation to the item(s) withdrawn ie photography, marketing etc. Lots may only be withdrawn with 24 hours notice in writing or by email to Ramsay Cornish Auctioneers.
9. Warranty of Title. The seller warrants to Ramsay Cornish and to the buyer that he is the true owner of the property or is properly authorised to sell the property and is able to transfer good and marketable title to the property free from any third party claims.
10. Photography. Vendors and buyers give Ramsay Cornish the right to photograph and illustrate any lot placed with them for sale and to use such photographs and illustrations at any time and their discretion, whether or not in connection with the auction.
11. Non Payment by the buyer: Ramsay Cornish will, where we consider appropriate take reasonable steps to investigate the ability of bidders to pay for lots and will use reasonable endeavours, in consultation with the seller to enforce payment of the hammer price by any buyer. If the seller elects to take action against any buyer on its own behalf Ramsay Cornish will provide the seller with such assistance as may be reasonably necessary to pursue that action. The seller agrees to inform Ramsay Cornish of any action which it chooses to take against the buyer to enforce payment of the amount due to the seller. In the event that a buyer fails to pay for a lot that lot will be treated in the same way as an unsold lot.
12. Agency. The Auctioneers act throughout as Agents only and are not responsible for any default by the buyer. Ramsay Cornish disclaim any liability for paying the vendor until they have received settlement from the purchaser.
13. GDPR. Ramsay Cornish holds certain information about the seller in order to complete the contract which we have with the seller. Please refer to our Privacy Policy for information about how we process or store this information. Should you have any queries please contact the office.
14. Jurisdiction. These conditions shall be governed by and construed in accordance with Scots Law. All transactions to which these Conditions apply and all matters connected therewith shall also be governed by Scots Law. Ramsay Cornish Auctioneers hereby submit to the exclusive jurisdiction of the Scottish Courts and all other parties concerned hereby submit in favour of Ramsay Cornish Auctioneers and Valuers to the non-exclusive jurisdiction of the Scottish Courts.

