



CONDITIONS OF SALE - BUYERS

1. Definitions in these Conditions, Ramsay Cornish Auctioneers and Valuers act only as the auctioneers and agents for the Vendor and are here referred to as "Ramsay Cornish" or "the auctioneer". Any such reference shall include all employees and shall refer to either gender. The clause headings are for guidance and do not form part of the interpretation of the Conditions.
2. **General.** Whilst Ramsay Cornish make every effort to ensure the accuracy of their catalogues and the description of any lot, Ramsay Cornish do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot unless they have been instructed in writing by the seller to so certify and in such case, the auctioneers do so as agents of the seller and are not themselves responsible for such claims.
 - (a) All statements whether printed in the catalogue or made orally as to any of the matters set out in (a) above are statements of opinion only and are not to be taken as being or implying any warranties or representations of fact by Ramsay Cornish unless they have been instructed by the seller in writing to so certify. Prospective buyers bid on the understanding that, inevitably, representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition, estimated selling price etc. are matters of opinion. We undertake that any such opinion shall be honestly and reasonably held and only accept liability for opinions given negligently or fraudulently. Please note that photographs/images provided may not be fully representative of the condition of the lot and should not be relied upon as indicative of the overall condition of the lot. We aim to include note of major defects to any lot in our Catalogue descriptions either in detail or referencing a/f (at fault), however it is entirely the responsibility of the prospective buyer to satisfy himself of the condition of any lot prior to bidding.
 - (b) Inspection. Opportunity is given for inspection and each buyer by making a bid for a lot acknowledges that he has satisfied himself fully before bidding by inspection or otherwise to all the Sale Conditions, the physical condition of and description of the lot including but not restricted to whether the lot is damaged or has been repaired or restored.
 - (c) 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.
 - (d) Any claim under Statute must be received in writing by the Auctioneers within 48 hours of receipt of the item by the buyer.
3. **The Auction.** The Auctioneer has absolute discretion to divide any lot, to combine any two or more lots or 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 without previous notice. He may bid on behalf of the seller for all goods which are being offered subject to reserve or at the Auctioneer's discretion. All persons intending to bid at auction are required to provide their full name, address and telephone number plus any further information which may be required such as proof of identity, bank references etc. and any other security and credit references or arrangements before registering to bid.
 - (a) The highest bidder shall be the buyer except in the case of a dispute. The Auctioneer may at his sole discretion determine the advance of the bidding or refuse a bid. 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. Bids which are accepted by the Auctioneer are considered binding.
 - (b) © Online Bidding. We will use all reasonable efforts to carry out online bids and do not accept any liability for equipment failure, inability to access the internet or software malfunctions related to execution of online bids/live bidding.
 - (c) Each lot is put up for sale subject to any reserve price agreed by the auctioneer and the seller. Where no reserve has been placed (but not otherwise), the seller has the right to bid either personally or by any one person on his behalf (who may be the Auctioneer).
5. **Rescission.** Notwithstanding any other terms of these Conditions, if within 48 hours of receipt of the item by the buyer Ramsay Cornish has received from the buyer of any lot notice in writing that in his view the lot is a deliberate forgery and within seven days after such a notification the buyer returns the same to Ramsay Cornish in the same condition as at the time of sale, and by producing evidence, the burden of proof to be on the buyer, satisfies Ramsay Cornish 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 same refunded. The seller and the buyer agree to be bound by Ramsay Cornish Auctioneers and Valuers. All costs incurred in returning a lot and arrangements to do so are to be borne entirely by the buyer. It is incumbent on the buyer to ensure, if requiring goods to be collected by carrier, that this is arranged promptly. With regard to goods collected by carrier or posted and then disputed as forgeries, any notification must be received in writing no later than seven working days after the sale. The item must then be returned within five days to be assessed by the auction house who will decide the validity of any claim.
6. **Third Party Liability.** Every person on Ramsay Cornish Auctioneers and Valuers premises at any time shall be deemed to be there at their own risk. He shall have no claim against Ramsay Cornish Auctioneers and Valuers in respect of any accident which may occur or injury, damage or loss howsoever caused, save in so far as the injury, damage or loss shall be caused by the direct negligence of Ramsay Cornish's employees.
7. **Property and Risk.** The legal title in a lot shall not pass to the buyer until the lot(s) has been paid for in full and the Auctioneers shall be entitled to a lien on any lot sold until the purchase price (as defined in 12 below) is paid in full but each lot is at the sole risk of the buyer from the fall of the hammer. Each buyer shall forthwith give his full names and permanent address and if called upon to do so by the Auctioneer shall forthwith pay Ramsay Cornish such proportion of the purchase price as the Auctioneer may require. If the buyer fails to do so, the lot may, at the Auctioneers sole discretion, be put up again and re-sold.
8. Every bidder will be deemed to act as a principal unless there is in force a written acknowledgement accepted by Ramsay Cornish that he acts as agent on behalf of a named principal.
9. **Removal of goods.** No purchase shall be claimed or removed until the sale has been concluded. All lots shall be paid for and removed immediately following the sale. The lots, immediately on being sold, are held as delivered, and remain at buyer's risk, no transfer of purchasers' names being allowed. Lots not so removed shall remain at the risk of the buyer and subject to a warehousing charge. If they are not paid for and removed within seven days of the sale the Auctioneer may re-sell them by auction or privately without notice to the buyer. All liability which there may be on the part of the Auctioneer in respect of any loss shall be restricted to a maximum of the price paid by the buyer of the lot.
 - (a) In the event of any failure of the buyer to comply with any of the above conditions the damages recoverable by the seller or the Auctioneers from the defaulter shall include any loss arising from the re-sale of the lots, together with the charges and expenses in respect of both sales and together with interest at 5% above the Bank of Scotland base rate charged on a monthly basis upon the price of any lot which has not been paid for within forty-eight hours of the sale, and any money deposited in part payment shall be held by the Auctioneers on account of any liability of the defaulter to them or to the seller.
10. **Purchase Price.** The buyer shall pay the hammer price together with a premium of 22% on the hammer price, Vat will be charged on this premium at the standard rate. The premium at the appropriate rate is payable by all purchasers. The amount invoiced in respect of the premium will be inclusive of VAT but this VAT will not normally be recoverable by the buyer as input tax. Online bidding is subject to an additional 5% premium (charged by the online bidding platform). This additional premium is subject to Vat at the current rate. The vendor authorises the Auctioneers to deduct commission and expenses at the stated rates from the hammer price and acknowledges the Auctioneer's right to retain the premium payable by the purchaser. Artworks may be subject to additional charges such as ARR. (see clause 14).
11. **Methods of Payment.**
 - (a) Payment for all items purchased is deemed due on the fall of the hammer and should be settled within five working days. All accounts to be settled by cash (up to £5000) or cheques with appropriate guarantee cards or by direct bank transfer to the Ramsay Cornish bank account - please ask for details. Third party cheques cannot be accepted. If making a payment combining payment methods we reserve the right to ask for further information to satisfy our legal requirements. Ramsay Cornish reserve the right to wait until payment by cheque has cleared their bank prior to releasing goods to the buyer.
 - (b) All lots paid for by Online bidding must be settled by bank transfer to our bank account no later than five days after the sale. Unpaid accounts will result in the sale being cancelled after a period of three weeks and the lot re-offered unless we have received satisfactory communication about the delay and are satisfied with the proposed timescale. We reserve the right to charge a fee of a minimum of £50 for all and any administrative and legal costs in respect of any unpaid bills, these will be added to the original unpaid bill. Ramsay Cornish reserves the right to retain any sums due to any vendor if same vendor has an outstanding account due to Ramsay Cornish as a buyer. Ramsay Cornish would then 'contra' the amount due and pay to the vendor any balance remaining.
11. **Registration to bid**
 - (a) We reserve the right to request additional ID, for example passport or government issued photo ID such as driver's license. We may, at our discretion, decline to permit you to register as a bidder. If bidding for a third party, we require you to make us aware of this and for whom you act. We reserve the right to request further ID information regarding the third party and how payment for the lot(s) will be made. Online bidders may be required, should we not already have this information and depending on the hammer price of the purchased lot, to supply this information post sale. Should this information not be supplied or should we not be satisfied with the information given we reserve the right to withdraw the lot and cancel the sale.
12. **Commission to Bid.** Ramsay Cornish will execute bids on behalf of intending buyers unable to attend the sale at no charge. Ramsay Cornish Auctioneers and Valuers undertake to purchase lots as cheaply as allowed by other bids and reserves. Bids must be submitted either in person in the premises of Ramsay Cornish or by email giving full contact details and details of the bid you wish us to execute on your behalf. Whilst every care is taken in carrying out instructions, Ramsay Cornish cannot be held responsible for errors or omissions made in carrying out such bids.
13. **Lots on which Value Added Tax** is payable on or included in the hammer price are indicated in the catalogue or description sheet with a sign (this will usually be an asterisk). VAT is payable on or included in the hammer price of such lots at the rates prevailing on the day of the auction.
14. **Export of goods:** buyers intending to export goods should ascertain whether any export licence is required and whether there is any prohibition on importing goods of that character. It is the buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the lot.
15. **Shipping/delivery:** the buyer shall take full responsibility for arrangements for delivery of any lot purchased and all costs incurred. Packing will be the responsibility of the buyer to organise with their agent and will not be undertaken by Ramsay Cornish. We can recommend Mailboxes for smaller items or TNT for larger items, please contact us for details. We can also recommend carriers who can transport by van within the UK. No lot may be removed from the saleroom until payment has been received in full.
14. **ARR (Artist's Resale Rights).** Artworks selling for a hammer price in excess of 1000 euros may be subject to artist's sale rights payable by the buyer. This amount if applicable will be automatically added to your invoice. Lots where this additional fee is anticipated will be indicated in the lot description, however should lots which have not been expected to realise above this threshold, ultimately on the day, exceed this threshold, we reserve the right to add this surcharge to their invoice.
15. **CITES:** Buyers should be aware that all lots marked with the symbol Y may be subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ah/via-en/imports-exports/cites>

Ramsay Cornish accepts no liability for any lots which may be subject to CITES but have not been identified as such.
16. **Electrical and Mechanical Goods.** Lots that were once operated by electricity are bought entirely at the buyer's risk. They are offered for sale for display or historical purposes and may not comply with current regulations. Upholstered items are sold as 'works of art' only and if bought for use must be checked over for compliance with safety regulations (items manufactured prior to 1950 are exempt from any regulations. Use of such goods is entirely at the risk of the buyer and no warranties as to the safety of the goods are given.
17. **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.
18. **Your personal information:** We reserve the right to collect personal information for the purposes of carrying out our business with clients both buyers and sellers. For clarity on how we keep this information and the purposes we may use it for, please refer to our Privacy Policy