

## CONDITIONS OF SALE

1. The highest accepted bidder shall be the Purchaser immediately the lot/s have been knocked down to him/her. Should any dispute arise between two or more bidders, the Auctioneer at his sole discretion, will put up the lot that is in dispute again, and he will declare the Purchaser. The **Auctioneer's decision in all cases is final.** All goods are sold 'voetstoots' (as found).
2. The Auctioneer does not hold himself responsible for any errors of description and a bid shall be taken as proof that the bidder has acquainted him-/herself with the lots for which he/she bids.
3. **TERMS: Cash/EFT or card.** All accounts must be settled immediately at the conclusion of the sale. Ownership of the goods sold vest at all times in the Auctioneer's principal until payment in full has been made. **Debit, VISA & Master Cards are accepted as forms of payment.**
4. The Auctioneer's Vendu Roll is final. No dispute will be taken into consideration as to the correctness of same.
5. The Auctioneer reserves the right of regulating the bidding. Bidding advances are generally in increments of 10% of the bid made. The Auctioneer reserves the right of withdrawing or adding to any lot(s) to the merchandise for sale on Auction.
6. **All lots knocked down remain at the risk of the Purchaser.**
7. The removal of movables & furniture is at the Purchaser's risk & cost.
8. In the event of legal proceedings being instituted, the Auctioneer shall be entitled at his option to institute such legal proceedings in the Auctioneer's name, whether or not he is acting as Agent.
9. The signatory hereto by his/her signing of the registration card shall 'ipso facto' be deemed to have bound him-/herself to the Seller as Surety and Co-principal debtor for the obligation incurred as Purchaser.
10. **Information list descriptions** – any representations made or statements by BERNARDI AUCTIONEERS CC or their staff as to authorship, origin, date, age, attribution, genuineness, provenance, condition or estimated selling price of any lot/s, is purely a statement of opinion. In addition, lots may be of any age, condition and nature, which could preclude the lot/s to be in pristine condition and some descriptions in the catalogue may make reference to damage and/or restoration to the article. Such information is voluntarily given for guidance only and the absence of such reference in the catalogue does not imply the absence of any faults. Purchasers must thoroughly satisfy themselves by prior inspection as to condition and state of the lot/s before the date of auction, i.e. at the viewing dates.
11. **TELEPHONE BIDS** - telephone bidders must please make arrangements at least **24 hours before the commencement of the auction sale**, in writing, of his/her intention to participate in the auction sale. NB. The acceptance of telephone bids are subject to the availability of sufficient telephone lines. BERNARDI AUCTIONEERS CC will not be held responsible for the lack of clear instructions, losses arising from missed lots or omissions by the telephone clerk/s.
12. **A buyer's premium of 10% plus VAT will be levied on all purchases made.**
13. BERNARDI AUCTIONEERS CC reserve the right to charge interest on all outstanding accounts over a period of seven (7) days, together with storage and removal charges where applicable, if the purchaser has made no prior arrangements. **Purchasers with outstanding accounts will not be allowed to bid until their accounts have been settled in full.**
14. VAT – there is no VAT on the hammer price, unless indicated by the auctioneer.
15. **Patrons are requested to check the salesroom notices, as these supersede the Information List descriptions.**
16. Shipping and collection by agents – if an agent or carrier is instructed to collect on behalf of a buyer, he must be in possession of written authorization by the purchaser, otherwise the items will not be released.

17. Prospective buyers are requested to view and examine the auction lots, as BERNARDI AUCTIONEERS CC will not display any of the lots once the auction has started.
18. We request that all cell phones be switched off or placed on silent mode.
- 19. Merchandise will only be delivered after the auction.**

**PLEASE NOTE: These conditions will be legally enforced if necessary.**

### **EXPLANATION OF CATALOGUING TERMS**

The following expressions with their accompanying explanations are used by Bernardi Auctioneers as standard cataloguing practice. Our use of these expressions does not take into account the condition of the lot or the extent of any restoration. Buyers are recommended to inspect the property themselves. Written condition reports are usually available on request before the auction sale.

1. Name or names of artist(s) or recognised designation of an artist without any qualification – in our opinion a work by the artist(s).
2. Attributed to... - in our opinion probably a work by the artist in whole or in part.
3. Studio/workshop of... - in our opinion a work executed in the studio or workshop of the artist, possibly under his supervision, circa or of later date.
4. Circle of... - in our opinion a work of the period of the artist and showing his influence.
5. Follower of... - in our opinion a work executed in the artist's style but not necessarily by a pupil.
6. After... - in our opinion a copy of the work of the artist and of any date.
7. Signed/dated/inscribed – in our opinion the work has been signed/dated/inscribed by the artist.
8. Bears/with signature... Bears/with date... Bears/with inscription... - in our opinion the signature/date/inscription appears to be by a hand other than that of the artist and possibly of later date.

### **ENTRIES FOR FUTURE AUCTIONS**

Please call 012 342 3634 for an appointment or send photographs and descriptive information to [bernardi@iafrica.com](mailto:bernardi@iafrica.com)