

THE ESSENTIALS

Welcome to Biddle & Webb Auctioneers in Birmingham.

Outlined below is a guide to buying at our auction. We hope you will familiarise yourself with this information as it will make buying with us easier. If you have any questions please ask a member of staff, we are here to help. We endeavour to make your auction experience as enjoyable as possible.

VIEWING

Viewing times are displayed in the front of the catalogue. Items are set out in the salerooms, and some in secure cabinets. We ask you to take care when viewing all items and remind you that you do so at your own risk. Please ask a member of staff to help you if cannot find a lot or if you need any assistance.

THE CATALOGUE

All items in the catalogue have a pre sale estimate indicating a guide price. Some lots may carry a reserve which is confidential, but this will not exceed the lower estimate. Lots may carry abbreviations such as A/F (as found) and all measurements are approximate. We remind all customers to satisfy themselves of all descriptions and conditions. For further details about our cataloguing terms, please refer to our terms and conditions at the rear of this catalogue. Any amendments to the catalogue will be displayed in the salerooms as Saleroom Notices.

BUYERS PREMIUM

The buyer's premium payable by the purchaser of each lot bought from the specialist or Interiors sales is 20% + VAT (24% inclusive) on the hammer price. Those items bought from the Commercial sale attract a buyer's premium of 16% + VAT (19.2% inclusive). Items marked with * attract VAT at the standard rate of 20% on the hammer total.

OUR AUCTION

The speed of the auction will vary between auctioneers, but normally averages between 100 and 120 lots per hour. Once the hammer has fallen, no more bids may be taken and the auctioneer's decision is final.

REGISTRATION

If you wish to bid in the auction and have never attended one of our sales before, you must register with us first to receive your unique bidding number. The quickest way of doing so is by signing-up to your own Biddle & Webb account via our website. For more details please visit www.biddleandwebb.com. You may also register with us at reception. Once you are registered you need to collect your bidding or paddle number from reception which should be shown clearly to the auctioneer when making a bid. No bids will be accepted without this number. All invoices will be raised in the name of the assigned number and are not transferable after the sale. Please note you must be aged 18 years or over to register with us.

ABSENTEE OR COMMISSION BIDS

If you wish to bid on a lot but are unable to attend in person you can always leave a commission bid. You can do this online by logging into your personal Biddle & Webb account via our website. Once logged into your own account go to the 'catalogues' page and simply place a bid next to your desired lot(s). Your bid should be the maximum price you wish to pay, excluding buyer's premium. Alternatively, you can fill in a commission bid form which can be found at our reception. Once filled in, give this form to reception or a member of staff. All bids are given in confidence and will be executed at as low a price as is permitted by other bids or reserves set. Bids may also be left by telephone or via e-mail to info@biddleandwebb.com, but must be received by 9am on the morning of the sale. We would ask that you contact us by telephone to confirm receipt of an e-mail bid. Please note, this service is offered as a convenience. We take every care to carry out all bids left with us, but we cannot be held responsible for errors made or failure to execute bids. All bids are therefore left at the bidder's own risk. Please allow on bid increment over the figure stated to accommodate the scale of bidding.

TELEPHONE BIDS

A limited number of telephone lines are available on the Interiors sale day. Requests are received on a first come first served basis, by telephone call or email.

LIVE ONLINE BIDDING

We offer our very own online bidding service for buyers who are unable to attend our sale or simply wish to bid live from the comfort of their own home. Our live bidding system allows you to follow the sale on screen as it progresses, showing the lot information from the catalogue, the current asking price, and a list of the lots to come. In addition to the primary interface, we will soon be launching an audiovisual component, where you will be able to see and hear what is happening in the room.

We will not charge for use of our live bidding system, so the only charges you will attract come into play once you successfully bid on an item. The buyer's premium on items bought via live bidding remains 20% plus VAT (24% inclusive) for the Specialist and Interiors Sales and 16% plus VAT (19.2% inclusive) for the Commercial Sales.

Additionally, for the Fine Sale, we use live bidding services provided by www.the-saleroom.com. Please note that if you intend to bid on our items through the-saleroom.com, you must register your details and interest in the sale through their website, by 4pm the day before the sale. Any bids made via the-saleroom.com will be subject to an additional charge of 4.95% (plus VAT) on the hammer price.

YOUR PURCHASES

PAYMENT

For our customers in the room, payment can be made during or after the sale. If you are the successful/winning bidder, take your bidding number to our cash office located on the ground floor. Payment can be made by cash, credit or debit card or by bank transfer. In accordance with financial regulations, we do not accept single cash payments over the amount equivalent to €15000.

If you use our own live bidding service, we will be accepting card payments over the telephone, over the next two working days after the sale on 0121 455 8042. We are, unfortunately, unable to accept telephone payments on the day of the sale; however you can pay in person when you collect. Additionally, you can pay by bank transfer.

Our bank details are as follows:

Bank: Lloyds TSB
Account Name: Biddle & Webb Ltd.
Sort Code: 30-92-99
Account No.: 00164111

For those bidding via the-saleroom.com, in completing the bidder registration and providing your bank card details, you authorise us to take full payment from that card for items successfully purchased in the auction.

COLLECTION OF YOUR PURCHASES

Once payment has cleared, goods may be collected, but not before. Small items may be dispersed during the sale at the discretion of the porters, and furniture at the end of the sale. We would ask you to be considerate of other buyers whilst collecting your items, especially if the auction is still in progress. If you require any assistance please ask at reception and we will endeavour to arrange a porter to help you. There will be times when no one is available to help whilst the sale is in progress. We would ask you to be patient during these periods and assure you of our commitment to helping you collect your items at the earliest opportunity.

As our storage space can quickly run out, you must pay and arrange collection as soon as possible. Our Interiors sale items can be stored for a week after the sale, and items bought in one of our Commercial Sales must be collected by 2pm the following day. Unfortunately, due to a lack of storage space, sold items left behind after their collection period has expired will be stored at a charge of £2 per day or made not sold.

If you are collecting items from our Interiors sales after the sale day, we ask that you let us know in advance. Likewise, if you would like someone other than yourself to collect your item, please ensure that you contact us to let us know and that they have a proof of purchase for your item.

PACKAGE AND SHIPPING

We do not offer a postal service. There are no packing or shipping services for our Commercial Sale. We recommend the shipping agents Mail Boxes Etc. and Pack & Send. Both companies will pack your goods and dispatch them to your address. To arrange Mail Boxes Etc. to collect your item(s) from us please call them on 0121 685 8300, or email info@mbebirmingham.com. To arrange Pack & Send to collect your item(s) from us, please call them on 0845 465 0564, or email sales@packsend.co.uk.

Furniture collection must be arranged between the purchaser and our office, owners are politely requested to give 48 hours advance notice prior to collection. If an agent is collecting any items, we require authorisation from the buyer and proof of identity.

OTHER SERVICES

CONDITION REPORTS

We offer a condition report request service to those unable to view in person or who require additional information and/or images of lots. Requests are accepted via our website. We do ask that any images are requested by 2.30pm the day prior to the sale. Demand is high for this service and whilst we endeavour to respond to all enquiries before the morning of the sale, we cannot guarantee this. All responses are given as a statement of our opinion only. Condition reports for lots under £100 are at the auctioneer's discretion. No condition reports are available for the Commercial Sale.

ONLINE CATALOGUES

All our catalogues may be viewed and downloaded online via our website at www.biddleandwebb.com by following the 'catalogues' link. Our online catalogue service offers a description search tool and also enables all images to be viewed in high resolution with a zoom facility.

PROFESSIONAL SERVICES

We provide a full range of professional valuation services for sale, insurance, probate or divorce purposes. These can be offered at our salerooms by appointment or in the comfort of your home, by arrangement. Full inventories can be prepared with illustrations if required. Probate valuations can be organised for trustees and executors. Full house clearance services can also be provided. Please contact our salerooms for more details on any of these services.

VALUATION DAYS

We hold a free, no obligation valuation service every Tuesday 2pm to 4pm Thursday morning from 10am to 1pm, no appointment necessary. We also have regular valuation days 'on the road' around the West Midlands. Please see our website for further details.

BI D D L E & W E B B L T D . T E R M S A N D C O N D I T I O N S O F S A L E

1. The Auctioneer reserves the right to:
 - a. Sell subject to reserve price.
 - b. To advance the bidding at his sole discretion
 - c. Refuse to accept the bidding of any person or persons, without giving any reason thereafter.
2. The Auctioneer may arrange, consolidate, withdraw any lot or vary the order of the sale without previous notice and the auctioneer may bid on the sellers behalf for any lot offered either with a reserve or subject to the Auctioneers discretion. The seller may bid for any lot either personally or through the auctioneer or through any person as many times as they respectively may think fit and may withdraw any lot.
3. The highest bidder shall be the Purchaser and in the event of a dispute the Auctioneer shall have sole discretion to settle it or re-offer the lot. Once the hammer has fallen no purchase can be cancelled and no allowance can be made.
4. Every lot shall at the fall of the hammer be considered as delivered and the Purchaser shall be responsible for payment and removal of that lot. All lots must be paid for during or immediately proceeding that sales unless prior arrangements have been made with the Auctioneers.
5. The Purchaser shall remove his purchase within SEVEN days of the sale. The Purchaser is liable for a minimum charge of £2 per lot per day (whether or not the lot has been paid for) plus any costs incurred for removal of the said starting from the eighth day following the sale continuing until the lot is removed or resold except by prior arrangement.
6. No purchases may be removed during the sale except by sole discretion of the Auctioneers or until such time as monies due from the buyer shall be paid and cleared by the bank. No lot can be transferred.
7. If a purchaser fails to comply with any of the preceding conditions the Auctioneers may cause the lot in respect of which the failure is made, to be re-sold by public or private sale without warranty or reserve and without notice to the Purchaser. If upon re-sale as aforesaid a lower price is obtained for any lot than was obtained for on the first sale, the difference in price, together with all costs and charges attending the re-sale shall be a debt due from the Purchaser in default at the first sale.
8. A buyers premium maybe indicated at the time of the sale and will be charged on all lots and VAT at the current rate is payable on the premium.
9. All goods are sold without guarantee unless indicated otherwise by the Auctioneer. All goods are sold with all faults and imperfections and errors of description. Buyers should satisfy themselves prior to the Auction as to the condition of each lot. Any statement by the Auctioneers as to the lot is a statement of opinion only and every person should rely on his own judgement as to all matters affecting the lot.
10. The Auctioneers do not undertake to make collections or deliveries but if required will arrange for removal of goods to or from the Auction site, the cost of which is borne by the client.
No responsibility is accepted for any loss or damage to goods during collection and delivery and all goods once sold will be held uninsured at the buyer's risk
11. The Auctioneers reserve the right to photograph any item following the sale thereof and before its removal from the Auctioneers premises and to reproduce the photograph in any catalogue or other publication and copyright of any such photograph will remain with the Auctioneers.
12. Although care has been taken to ensure the accuracy of the catalogue, the Auctioneers give no warranty as to authenticity and condition of the goods and no sale shall be invalidated by reason of any lots being incorrectly described in the catalogue. It is the Purchaser responsibility to check the authenticity and condition of the items prior to the sale. **Deliberate Forgeries 12.1.** Subject to clause 12.2, any representation or statement by Biddle & Webb (including in any catalogue) as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price is a statement of opinion only. Prospective Buyers are given ample opportunities to view and inspect before any sale and prospective Buyers must satisfy themselves as to all such matters. Neither Biddle & Webb or its employees or agents nor the Vendor accept liability for the correctness of such opinions and all conditions and warranties, express, implied or statutory are hereby excluded. **12.2.** Any Lot which proves to be a Deliberate Forgery may be returned to Biddle & Webb by the Buyer within 21 days of the Auction provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description and a written statement of defects. If Biddle & Webb is satisfied from the evidence presented that the Lot is a Deliberate Forgery Biddle & Webb shall refund the money paid by the Buyer for the Lot (but not the amount of any consequential loss, damages, expenses or interest) provided that (1) if the catalogue description reflected the accepted view of scholars and experts as at the date of sale or (2) the Buyer personally is not able to transfer a good and marketable title to Biddle & Webb.'

13. The Auctioneers accept no responsibility in connection with the commissioning of bids for any lots. The Auctioneers reserve the right to refuse commission bids, without giving any reason. Reserves and commissions given by telephone are accepted at the senders risk and must be confirmed in writing before the date of sale. No lot may be transferred.

The Auctioneers act in the sale of goods as agents only and are not responsible for any default by either buyer or seller. In particular they shall not be liable to pay the seller until payment is received from the buyer.

14. Every person on the Auctioneers premises before, during or after the sale shall be deemed there at his own risk. For the sake of definition the 'Auctioneers premises' will be deemed to be any place where Biddle & Webb hold an auction or private treaty sale. Every such person shall have no claim against the Auctioneers in respect of any injury sustained or any accident or damage which may occur from any cause whatsoever. The Auctioneer may, without giving any reason thereof, refuse admission to the Auctioneers premises of any member of the public at any time. The Purchaser will be held responsible for any damage to the Auction premises caused by the removal of items. If in the event that disconnection of mains services is necessary for removal, a suitably qualified person must effect such disconnection.

15. In the event of failure to comply with the above condition, or non-performance of all or part of them, the Auctioneers shall be at liberty to take such steps as they deem necessary to bring the transaction to a close; and if a re-sale is effected by either public auction or private contract, all losses and expenses shall be borne by the defaulter at this sale.

NOTICES:

- A. All statements contained in the catalogues as to any lot are made without responsibility on the part of the vendors or the auctioneers.
- B. All statements contained in the catalogues as to the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lots are statements of opinion, and are not to be taken as, or as implying, statements or representations of fact.
- C. Intending purchasers must satisfy themselves by inspection or otherwise as to all such matters, and as to the physical description of any lot.
- D. Neither the vendor of any lot nor the auctioneer make or give, nor has any person in the employment of the auctioneers any authority to make or give any representation or warranty in relation to any lot.

YOUR RIGHT TO CANCEL UNDER DISTANCE SELLING PERTAINING TO OUR BUY IT NOW ONLINE ONLY AUCTION

RIGHT TO CANCEL

Where you purchase a product or a number of products together from the Buy It Now sale ONLY on our website you have a right to cancel this contract within 30 calendar days after the date on which the product(s) was (were) collected by you from our salerooms.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email)

Email to info@biddleandwebb.com, or in writing, by post to:
Biddle & Webb Ltd Limited, Icknield Square, Ladywood Middleway, Birmingham B16 0PP.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. This right does not apply to any personalised product(s), to any product(s) which have been made or adapted to your requirements, to any product(s) which cannot be returned for hygiene reasons such as toiletries, underwear or swimwear.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you. In order to receive a full refund, all we ask is that you take reasonable care of the product(s) and that they are returned to us in the same condition and, to the extent possible, in the same packaging as when we delivered them to you. We may make a deduction from the reimbursement for loss in value of any product(s) supplied, if the loss is the result of unnecessary handling by you. We may withhold reimbursement until we have received the product(s) back. We will refund you without undue delay, and not later than 14 days from the day you return any products supplied, or provide us with evidence that you have returned them. The refund will be processed to the original form of payment used for the initial transaction, unless we have expressly agreed otherwise to an alternative. You will be responsible for any postage or other costs incurred in returning the product(s) to us. If your order comprises of multiple items, you can cancel and return any of the items individually or in combination.

ADDITIONAL NOTES FOR WINE & SPIRITS:

Ullages and Corks - Ullage refers to the space between the base of the cork and the level of the wine in the bottle. This space increases over time and it should be noted that ullages may change between the time of publication of the catalogue and the sale; we will only accept responsibility for descriptions of condition at the time of publication of the catalogue and cannot accept responsibility for any loss resulting from the failure of corks either before or after this point, or any changes in the ullage.

Wines in Bond – Wines lying in bond are indicated in the catalogue 'in Bond'. VAT and excise duty are applicable to these lots.

Lots marked WV – VAT and duty is payable by the vendor

Lots marked WP – VAT and duty is payable by the purchaser

Lots marked 'duty paid' WV* - VAT only is payable by the vendor

Lots marked 'duty paid' WP* - VAT only is payable by the purchaser

Bond to bond sales – Purchasers wishing their wine to remain in Bond must notify us of their intentions to bid prior to the sale. The buyer is then responsible for all duty, clearance VAT and other charges that may be payable thereon.

Lots lying in Bond may not be available for immediate collection. Condition reports are available for wines held under bond and are free of charge when the lot is on our premises. Condition reports for lots held at other warehouses will be charged, please enquire for costs. Our standard policy of charging for storage does not apply to lots held under bond; instead storage will be charged at £2 per lot per day where lots are up to one case, lots of over one case are charged at £2 per case per day. Please make arrangements to collect, or transfer wines under bond promptly. All lots must be collected, or transferred within seven days of the sale, thereafter charges will be incurred.

Option to buy parcels - A parcel is a number of lots of identical size of the same wine, bottle size and description. The buyer of any of these lots has the option to accept some or all of the remaining lots in the parcel at the same price, although such options will be at the auctioneer's sole discretion. Therefore, absentee bidders are advised to bid on the first lot in the parcel.

Photographs - When a lot description includes a photograph, this may not necessarily show the actual case/bottle of wine offered for sale; the photo may be a stock photo of the described wine, especially in the case of wines lying in Bond.

Collecting Wines and Spirits – Please note when collecting wine or spirits you, or your appointed collection agent, must be aged 18 or over.

Right to Refuse or Withdraw lots – We reserve the right to refuse to enter, or withdraw lots already entered, if we have reasonable cause for believing that; the information given to us by you or on your behalf is misleading or inaccurate, the lot is a forgery, or you are not the legal owner of the lot.

Consigning Wines and Spirits – When consigning wines and spirits, especially those in Bond, please note that any costs associated with transporting the wine to our premises are payable by the vendor.

CATALOGUING TERMS:

A/F (As Found) - Used to describe the condition of an item and often indicates signs of restoration or physical damage.

Attributed to - In our opinion a work probably by the artist in whole or in part

C. (circa) - Used before a date to indicate an approximate or estimated age.

Circle of - In our opinion a work of the period of the artist and showing his influence but by an as yet unidentified hand.

Exh. (Exhibited) - placed before a date to indicate the period when an artist was flourishing and publically displaying their works in public art galleries or museums.

Fl. (Floruit) - used in conjunction with a specified period or set of dates to indicate when an artist was most active or flourishing.

Parcel Lot - a lot containing multiple items.

Style - in our opinion, the item is fitting with the period but there is no provenance, there is the possibility that it is a later copy.

Verso - the reverse side of an item.

A/F (As Found) – indicates physical damage or signs of restoration to the condition of an item.

Scores - Where available, scores out of one hundred are shown in the catalogue as provided by Wine Searcher, based on an average of critics scores.

Bottle Sizes - Unless stated otherwise, all wine is sold in bottles of 75cl. A demi bottle is half a standard bottle of 37.5cl, a magnum is a double bottle of 1.5l.

Cases - A 'case' is a unit of measurement for twelve bottles. Lots which are offered with their wooden box are indicated as being 'with original wooden case'.

The first name or names of the artist - In our opinion a work by the artist.

The initials of the first name(s) and the surname of the artist - In our opinion a work of the period of the artist and which may be whole or in part the work of the artist.

The surname only of the artist - In our opinion a work of the school or by one of the followers of the artist or in the style of the artist.

The surname of the artist preceded by 'After' or 'Follower of' - In our opinion a work executed in the artist's style but not necessarily by a pupil.

PLEASE NOTE:

Lots marked **ARR**, may be subject to Artists Resale Rights if the hammer price exceeds €1000. Resale royalties are not subject to VAT. This does not apply when the hammer price is less than €1,000. Lots up to the value of €50,000 incur an additional of 4% charge paid to the artist resale collecting agency. By bidding on a lot covered by the ARR, you agree to pay an amount equal to the resale royalty, if you are the successful bidder. This amount will be added to your invoice.

PLEASE NOTE:

All lots marked with an **asterisk (*)** attract VAT at the standard rate on the hammer.