



## Conditions of Sale

1. The highest Bidder is deemed to be the Buyer, and if during the Auction the Auctioneer considers that a dispute has arisen, the Lot in dispute shall be immediately put up again for sale.
2. The Auctioneer has the right to refuse any bid and to advance the bidding at their absolute discretion.
3. The Seller shall be entitled to place a reserve on any Lot and the Auctioneer shall have the right to bid on behalf of the Seller for any Lot on which a reserve has been placed. NZ Academy of Fine Arts have the right to withdraw or divide any Lot or to combine any two or more Lots at their sole discretion.
4. The Buyer shall forthwith upon the purchase give their name and permanent address. The Buyer may be required to pay down forthwith the whole or any part of the Purchase Money, and if they fail to do so, the Lot may at the Auctioneers absolute discretion be put up again and resold. The Buyer shall pay to the New Zealand Academy of Fine Arts on the hammer price inclusive of GST.
5. Each Lot sold by the Seller thereof with all faults and defects therein and with all errors of description and is to be taken and paid for whether genuine and authentic or not and no compensation shall be paid for the same. NZ Academy of Fine Arts act as agents only and neither they nor the Seller are responsible for any faults or defects in any Lot or the correctness of any statement as the authorship, origin, date, age, attribution, genuineness, provenance or condition of any Lot. All statements in the Catalogues, Advertisements or Brochures of forthcoming sales as to any of the matters specified in (b) above are statements of opinion, and are not to be relied upon as statements of representations of fact, and intending purchasers must satisfy themselves by inspection or otherwise as to all of the matters specified in (b) above, as to the physical description of any Lot, and as to whether or not any Lot has been repaired.
6. Notwithstanding any other terms of these conditions, if within 7 days after the sale NZ Academy of Fine Arts have received from the Buyer of any Lot notice in writing that in their view the Lot is deliberate forgery and within 9 days after such notification, the Buyer returns the same to NZ Academy of Fine Arts in the same condition as at the time of sale and satisfies NZ Academy of Fine Arts had considered in the light of the entry in the Catalogue the Lot is a deliberate forgery then the sale of the Lot will be rescinded and the purchase price of the same refunded.
7. To prevent inaccuracy in delivery, and inconvenience in settlement of Purchase, no Lot can be taken away during the times of sale, nor can any Lot be taken away unless it has been paid for in full. All lots are to be paid for and taken away at the Buyer's expense within two working days from the sale. Purchases, whilst in our care, will be insured for this period (subject to terms and conditions).
8. On failure of a Buyer to take away and pay for any Lot in accordance with Condition 7, NZ Academy of Fine Arts reserves any other right or remedies.

To resell the Lot or cause it to be resold by public sale, any money paid in part payment being forfeited, any deficiency attending such resale after deducting all costs incurred in connection with the Lot to be made good by the defaulting Buyer, and any surplus to be the Seller's or: To store the Lot or cause it to be stored whether at their own premises or elsewhere at the sole expense of the Buyer, and to release the Lot only after payment in full of the purchase price together with interest there on of 5% above Bank minimum lending rate, the accrued cost of removal, storage and insurance (if any) and all other costs incurred in connection with the Lot.

If the Lot has been in store pursuant to (ii) for more than 6 months, to remove the Lot from store and to exercise the right set out in (i).

# Absentee Bidding Form

Wellington Children's Hospital fundraiser

Auction Date 18 October 2019

Please bid on my behalf at the above sale for the following lots. These bids are to be executed as low as permitted by other bids or reserves. I agree to comply with the Conditions of Sale as printed in the Catalogue.

Full name

Address

Phone

Email

**SIGNED**

**DATE**

| <b>Lot Number</b> | <b>Title / Descriptions<br/>(use block letters)</b> | <b>Maximum Bid Price<br/>(excluding premium)</b> |
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## International Bidders

Are required to provide photographic proof of ID – passport or drivers licence together with proof of address – utility bill, bank or credit card statement etc. Failure to provide this will result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

NOTE Individual bids registered by overseas bidders must be over \$500 in individual value.

## Please double check your bids and read terms below

Please submit your bid as early as possible. In the event of identical bids, the earliest will take precedence.

'Buy' bids are not accepted. The limit you leave should be the amount to which you would bid if you were to attend the Sale.