

# M<sup>c</sup>KENZIES AUCTIONEERS, VALUERS & EXHIBITIONS

## CONDITIONS OF SALE FOR INTENDING BUYERS

1. All persons intending to bid must obtain a bidding number by registering with the auctioneer their name, address and telephone number.
2. A buyer's premium applies to this sale of 15% of the hammer price, plus 1.5% G.S.T., to be paid in addition to the hammer price.
3. If instructed, we will execute bids on behalf of a potential purchaser.
4. Lots are sold "as is", the auctioneer and vendors make no representation as to the condition of any lot, and are not responsible for any errors of description or for genuineness or imperfections of any lot sold. This clause is subject to Condition 5.
5. However, if within 14 days of this sale the buyer returns the lot in the same condition as it was purchased and also tenders a written opinion from a competent expert acceptable to the auctioneer that the lot is a forgery, then the purchase price will be refunded.
6. The vendor shall have the right to bid by the auctioneer or the vendor's agent.
7. Subject to any reserve price, the highest bidder shall be the purchaser; however, should there be a dispute the auctioneer reserves the right to re-auction the lot.
8. Statements within this catalogue are statements of opinion only. Measurements are approximate only. Subject to condition 5, sales cannot be cancelled for any reason.

## PAYMENT

9. Purchasers are required to pay for in full and remove their lot within 2 days (not working days) of this sale. The buyer will pay interest at a rate of 5% per month or part thereof on any payments outstanding after 2 days. A storage fee of \$20.00 may be charged for uncollected purchases after 2 working days and thereafter, \$5.00 per lot, per day. Payment is to be made by cash or bank cheque, unless the purchaser is known to the auctioneer - or has made prior arrangements with the auctioneer. Alternatively lots are available after cheques have been cleared. Visa, MasterCard and Eftpos are acceptable, subject to Condition 14 below.
10. A defaulting purchaser shall be responsible for all costs attached to any resale.
11. The auctioneer reserves the right to re-auction any lot.
12. Subject to Condition 2, this is a G.S.T. inclusive sale. The G.S.T. status of the vendor of any lot can be ascertained before purchase and will be noted on the purchase receipt. Vendors are paid G.S.T. inclusive.
13. Visits to our premises are at the visitor's risk. The buyer is responsible for any damage to property or person during their visits to our premises.
14. Visa and MasterCard are acceptable, but incur a fee of 1.4% charged upon the total amount. International credit cards incur a fee of 2.2%.

## CATALOGUE TERMS

- The full first name or names and the surname of the artist: in our opinion a work by the artist.
- Works denoted " \* " are usually reserved for overseas works. Clause "5" of these conditions is voided for works so denoted. This is because the auctioneer is not qualified to express any opinion regarding such works, due to their foreign nature.
- Works in the "Manner of", "school of", or "After" another artists work, or bearing a non genuine signature will be described as such within the catalogue entry.

## CLIENT SERVICES

### Valuations:

- Obligation free market estimates are available during business hours and are free.
- In some instances, valuation fees are refundable from subsequent sales fees.
- Written valuations incur a fee.
- Travelling fees apply in some instances.

### Sales:

- Private Treaty
- Exhibition
- Auction

### Business Hours:

- Monday - Friday: 10am - 5pm
- Sunday: 2pm - 5pm (During exhibitions only)