

Private Art Auctions

Terms of Consignment

Dear [Consignor]

The following are the terms upon which PrivateArtAuctions.com ('PAA') accept a work of art ('the Work') upon consignment from you:

Your Warranties to Us:

1. You warrant that you own the Work, alternatively, that you are fully authorised by the owner to sell the Work;
2. You warrant that you are able to transfer possession of the Work to the buyer with full marketable title to the Work, entirely free from any claims from third parties;
3. You warrant that the Work is not defamatory and does not infringe upon any intellectual property rights of any third parties;
4. You warrant that your description of the Work is complete and accurate;
5. In the event that you have imported the Work, you warrant that you have done so properly and lawfully in all respects and that the Work has been properly and lawfully exported and is available for permanent transfer of ownership in accordance with the laws of the country/is from which it has been removed;
6. You warrant that all import and export duties howsoever arising and payable have been paid;

Cataloguing

7. PAA will prepare the general design of the catalogue.
8. You will prepare the specific catalogue entry for the Work; PAA reserves the right to amend by agreement with you your catalogue entry and in the event that PAA cannot agree with you the format of your proposed entry, PAA reserves the right in its absolute discretion to reject such entry;
9. PAA relies upon you to provide proper information, attribution and provenance in relation to the Work and the condition thereof. PAA's function is to provide a marketing facility for the Work only. PAA therefore relies upon you for all information imparted to buyers in relation to the Work;

Private Art Auctions

10. In view of such reliance by PAA you agree to be liable for all information provided in error or omitted to be provided, by you, or PAA in relation to the Work to buyers or potential buyers. Such information may be provided orally or in writing.
11. You will provide such photography, catalogue preparation and condition reports of the Work as PAA shall require.

Preservation of the Integrity of PAA

12. For the purposes of the preservation of the integrity of PAA on behalf of consignors and buyers generally, PAA reserves the right to withdraw any work from its website and/or catalogue at any time entirely at PAA's discretion.
13. For the purposes of the preservation of the integrity of PAA on behalf of consignors and buyers generally, PAA reserves the right entirely in its discretion to withdraw the Work from the auction/bidding process at any time and/or to cancel the sale of the Work at any time.

Price Determination

14. A low and high estimate will be determined by agreement between you and PAA prior to acceptance of the Work by PAA.
15. In this Agreement, "the Sale Price" of a Work shall mean the highest bid accepted by PAA for the Work during the auction period.
16. PAA shall charge you 5% of the Sale Price plus any applicable VAT as its commission.
17. Should you choose to withdraw the Work from sale by PAA after signature by you of these terms consigning the Work to PAA for sale, you will be liable to pay to PAA a fee equal to 5% plus VAT of the midway figure between low and high estimates as previously agreed with you.
18. You will be liable to pay any costs and expenses incurred by PAA in the sale of the Work. By way of example, only these may include: Catalogue, illustration, advertising and legal costs, any taxes and administrative costs ('the Expenses').

Private Art Auctions

Reserve

19. A reserve price will be agreed between PAA and yourself at no greater than the low presale estimate which PAA agree with you. You confirm that you are irrevocably committed to sell the Work if a bid is received which reaches the reserve price.

Sale Procedure and Warehousing

20. PAA will provide you with Notification (“The Notification”) when funds have been received by PAA for the Sale Price. Within 5 days of PAA sending to you The Notification, you will transport the Work to a warehouse designated by PAA (‘the designated warehouse’) for the purposes of inspection of the Work by PAA, such transportation to be at your expense (‘the shipping costs’) by a shipping company designated by PAA (‘the designated shipper’) or by such alternative method of shipment as PAA may in their discretion agree. Failure by you to deliver the Work to the designated warehouse within 5 days of PAA sending The Notification may result in a cancellation of the Sale of the Work. You will be liable for the costs of storage and all ancillary costs incurred in relation to the Work by the designated warehouse (‘The warehouse costs’) until a date five days after PAA email to you the Approval (if the Approval is provided by PAA) referred to in Clause 22 hereof. In the absence of the Approval you will remain liable for the warehouse costs of keeping the Work in the designated warehouse until you have removed the Work from the designated warehouse.
21. PAA will inspect the Work at the designated warehouse for the purposes of approving the Work as being the Work for which the bid has been accepted. Approval (‘the Approval’) by PAA is absolutely in the discretion of PAA and PAA reserves the right to reject the Work if, entirely in the discretion of PAA the Work does not appear to be in compliance with the Work for which the bid has been accepted. In the event that PAA does not provide the Approval then the Work will remain in your control and possession and the proposed sale of the Work will not proceed. PAA will only provide the Approval once all sums due to you in respect of the Work have been received by PAA.
22. Within 14 days of PAA providing the Approval, PAA will pay you the Work’s Sale Price less the warehouse costs and if applicable the shipping costs received by PAA in cleared funds less the 5% commission referred to at clause 16 hereof and less the Expenses. Arrangements will be made by PAA for collection of the Work by the Buyer.
23. The Contract for sale of the Work is made between you and the Buyer. PAA’s obligation is to send to you the sums referred to at Clause 22 of these Terms. You accept that PAA is entitled to deduct from sums due to you by PAA under Clause 22 any further sums owed by you to PAA.

Private Art Auctions

24. In the event that PAA in its absolute discretion assesses that the Buyer has a genuine complaint concerning the Work PAA reserves the right to disclose the identity of the Seller to the Buyer.

Limitation of Liability

25. Unless expressly provided in these Terms, none of these Terms is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms.
26. Whenever and to the extent that any provisions of these Terms would or might contravene the provisions of any relevant legislation
 - 26.1 such provision is to take effect only insofar as it may do so without contravening such legislation
 - 26.2 where such provision is incapable of having any effect without contravening such legislation these Terms are to be construed and interpreted as if such provision was deleted.

The legality, validity and enforceability any of the remaining provisions of these Terms are not in any way to be affected or impaired as a result.

27. If any of the provisions of these Terms are declared by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect the validity or enforcement of these Terms.
28. This Agreement will be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts provided that the submission by the parties to such jurisdiction shall not limit the right of PAA to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.

Private Art Auctions

I, [name and address of consignor], hereby agree with PAA to sell [full name and title of the Work ('the Work')] on the terms hereof and confirm that I note and agree all such terms and that my attention has been drawn to the sum payable by me to PAA under clause 17 of such terms should I choose to withdraw the Work from sale with PAA.

Signed [the Consignor]