

KEY POINTS OF GENERAL CONDITIONS OF BUSINESS

1. Leonard Joel as Agent

Leonard Joel is the agent of the Seller in relation to the sale of a Lot and is not responsible for any default by the Seller or the Buyer.

2. Leonard Joel's Estimated Selling Range and Descriptions

Any Estimated Selling Range given by Leonard Joel is a statement of opinion and should not be relied upon as a representation of the Sale Price a Lot may achieve.

3. Warranties of Seller

The Seller warrants to Leonard Joel and the Buyer that:

- the Seller owns the Lot or the Seller is authorised to sell the Lot by the owner of the Lot;
- the Lot is free from all charges, encumbrances, registered security interests and third-party claims including a claim by a spouse or partner;
- the Seller has complied with all requirements, legal or otherwise, in relation to any export or import of the Lot and has notified Leonard Joel in writing of any failure by a third-party to comply with such requirements in the past;
- the Lot and any written or oral provenance given by the Seller to Leonard Joel is authentic;
- the Lot is fit for purpose and safe if used for the purpose which it was designed for and free from any defect not obvious on external inspection;
- the Seller has notified Leonard Joel in writing of any material alterations to the Lot of which the Seller is aware, any concerns expressed by a third-party in relation to the authenticity, provenance, origin, age, condition or quality of the Lot and all information in the Seller's possession as to the provenance and identification of the Lot; and
- the Lot and description is in compliance with all warranties implied by Consumer Legislation.

4. Payment to Seller

Leonard Joel is only liable to the Seller for payment of the Sale Proceeds if the Purchase Price has been received in cleared funds by Leonard Joel.

Leonard Joel will pay to the Seller the Sale Proceeds within twenty-eight (28) days (excluding public holidays) of the receipt of the Purchase Price.

5. Collection of Lots

- In respect of a 1WTS Lot and a 2ATS Lot, the Seller can only withdraw the Lot from a subsequent Auction by physically collecting the Lot within five (5) days of the preceding Auction from the Premises.
- If the Seller does not want a Lot disposed of in the manner set out below following the final Auction, the Lot must be physically collected within one (1) day of the Auction from the Premises.

6. Fees and Charges

Commission including compulsory Indemnity fee 19.75%

Once only Online Photography Fee

Interiors & Jewellery Auctions	\$11.00
Special Interest Auctions	\$16.50
Seasonal Auctions	\$33.00
Fine Art Auctions	\$33.00 or applicable VISCOPY fee
Heavy Lifting Fee*	\$11.00

All charges are applicable to the final hammer price and include GST

* This charge is only applicable to items that are offered in the Interiors & Jewellery Auctions that require two or more people to handle

7. Withdrawal of a Lot

A Seller may only withdraw a Lot prior to the initial Auction by written notice signed by the Seller. If a Seller withdraws a Lot from Sale they will need to pay to Leonard Joel the withdrawal fees which are based on the timing of the withdrawal and the amount of work which Leonard Joel has undertaken on a particular Lot.

8. Sellers indemnity for costs

If Leonard Joel incurs any legal and other costs investigating or defending any Claims concerning the ownership of a Lot, the accuracy of the description of the Lot contained in the Catalogue or the warranties of the Seller, the Seller shall indemnify Leonard Joel for all such costs.

9. Application of Sale Proceeds

Leonard Joel is authorised by the Seller to apply any money held by Leonard Joel on behalf of the Seller to the payment or reimbursement of any amount payable by the Seller to Leonard Joel including the Expenses and the withdrawal fees.

AUCTION CODE	LOW ESTIMATED SELLING RANGE
SELL	\$1 - \$200
<ul style="list-style-type: none">• SELL Lots will be offered for Sale without a Reserve.• If a SELL Lot remains unsold after the Auction, Leonard Joel reserves the right to dispose of the SELL Lot by donating it to charity or by disposing of it by other appropriate means.	
1WTS	\$200 - \$300
<ul style="list-style-type: none">• 1WTS Lots will be offered for Sale with a Reserve that is 30% less than the Low Estimated Selling Range.• If a 1WTS Lot is offered for Sale and is unsold at the initial Auction, Leonard Joel will re-offer the 1WTS Lot at a Second Auction with no Reserve.• If a 1WTS Lot remains unsold after the Second Auction, Leonard Joel reserves the right to dispose of the 1WTS Lot by donating it to charity or by disposing of it by other appropriate means.	
2ATS	\$300 +
<ul style="list-style-type: none">• 2ATS Lots will be offered for Sale with a Reserve that is 30% less than the Low Estimated Selling Range unless agreed to otherwise by Leonard Joel.• If a 2ATS Lot is offered for Sale and is unsold at the initial Auction, Leonard Joel will re-offer the 2ATS Lot at a Second Auction for a price that is not less than 70% of the Reserve.• If a 2ATS Lot is offered for Sale and is unsold at the Second Auction, Leonard Joel will re-offer the 2ATS Lot at a Third Auction with no Reserve.• If a 2ATS Lot remains unsold after the Third Auction, Leonard Joel reserves the right to dispose of the 2ATS Lot by donating it to charity or by disposing of it by other appropriate means.	

A copy of the GCB which forms part of this Consignment Agreement Form can be obtained from the Leonard Joel website or a hard copy can be provided upon request by the Seller from any Leonard Joel member of staff.

Any terms which contain a capital letter may be defined terms with the definition being set out in the GCB.

This document does not in any way replace the GCB and where there is any conflict between what set out in this document and what is set out in the GCB the GCB will prevail.

If you require further information, please do not hesitate to contact one of our staff.