

Bidding Guide

1. Guide Prices, etc.

Guide prices are intended as a guide for prospective buyers. Any bid between the high and low guide prices would, in our opinion, offer a chance of success. However, all lots can realise prices above or below the guide prices. All of the purchase price goes towards the purchase of a digital ceramic printing system for the Crafts Research Centre at MMU. There is no Buyers premium and all items are VAT exempt.

2. Condition of Lots

Prospective buyers are encouraged to inspect the artworks by visiting the MMU Special Collections Gallery Tuesday 8th and Wednesday 9th December 2009 between 10.00 and 16.00, or at the Auction Preview between 4.30pm and 5.30pm on Thursday 10th December 2009. Items are sold "as seen" and their condition cannot be guaranteed.

3. Bidding at Auction

Bids may be executed in person by paddle during the auction, or in advance by proxy either in writing or by telephone. For those not attending in person the appropriate Proxy Bid Form will be required prior to the sale.

4. Bidding in Person - On the night

If you intend to bid, please raise the paddle issued to you at the Registration Desk and ensure that the auctioneer is aware of your bid. Should there be any doubts as to price or buyer, please draw a member of the auction team's attention to it immediately.

The purchaser must pay the full purchase price immediately upon winning the lot.

5. Proxy bidding

Please note that these services are free and strictly confidential.

If you cannot attend the auction, you can register a proxy bid by completing and returning the relevant form prior to the auction, or by telephoning.

Lots will always be sold as cheaply as is consistent with other bids and the reserves. In the event of identical bids, the earliest received will take precedence. To ensure a satisfactory service, please ensure that we receive your proxy bids (in writing or by telephone) by 12 noon on Thursday 10th December 2009.

6. Consecutive and Responsive Bidding

Proxy bids that are registered prior to the auction will be accepted by the auctioneer. In the case of there being a proxy bidder for a lot, the auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserve, by placing consecutive or responsive bids for a lot.

7. The Auction

The auction is governed by the Conditions of Business (below). Anyone considering bidding in the auction should read them carefully. They may be amended by way of notices posted in the saleroom or by way of announcement made by the auctioneer.

8. Payment

Payment is due immediately after the sale and may be made by the following methods: Sterling

Cheques supported by a cheque guarantee card, or cash. We regret that Credit and Debit cards can not be accepted.

9. Storage and Collection

Items can be stored for a maximum of fourteen days after the purchase. Failure to collect artworks more than fourteen days after the auction could result in forfeiture of the item(s) without recompense.

Conditions of Business

The attention of bidders is particularly drawn to Conditions 3 and 4 below, which contain specific limitations and exclusions of the legal liability of the Auctioneers and Sellers.

1. Introduction

(a) As auctioneer, MMU act as agent for *Stephen Dixon. A sale contract is made directly between Stephen Dixon and the Buyer.

2. Common Terms

In these Conditions of Business:

“A bidder” is any person considering, making or attempting to make a bid, by whatever means, and includes Buyers;

“Buyer” is the person who makes the highest bid or other accepted by the auctioneer, and includes such person’s principal when bidding as agent;

“Hammer Price” is the highest bid accepted by the auctioneer by the fall of the hammer, or in the case of a post-auction sale, the agreed sale price;

“Purchase Price” is the Hammer Price.

“Reserve” is the (confidential) minimum Hammer Price at which the Seller has agreed to sell a lot;

“Seller” is the person offering a lot for sale, i.e. Stephen Dixon on behalf of the artists.

3. Duties of Bidders and of MMU in respect of items for sale

(a) Each lot offered for sale will be available for inspection by Bidders prior to the sale. Bidders must satisfy themselves as to both the condition of the lot and the accuracy of its description.

(b) All lots are offered for sale in the condition they are in at the time of the auction (whether or not Bidders are in attendance at the auction). Illustrations are for identification purposes only and will not convey full information as to the actual condition of lots.

(c) Information provided to Bidders in respect of any lot, including any estimate, whether written or oral and including information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather is a statement of opinion genuinely held by MMU. Any estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time.

4. Exclusions and limitations of liability to Buyers

(a) In the light of the matters in Condition 3 above and subject to Conditions 4(a), neither MMU nor the Seller:

(i) is liable for any errors or omissions in information provided to Bidders by MMU, whether orally or in writing, whether negligent or otherwise;

(ii) gives any guarantee or warranty to Bidders, and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law)

(iii) accepts responsibility to any Bidders in respect of acts or omissions (whether negligent or otherwise) by MMU in connection with the conduct of auctions or for any matter relating to the sale of any lot.

(b) Without prejudice to Condition 4(b), any claim against MMU or the Seller by a Bidder is limited to the Purchase Price with regard to that lot. Neither MMU nor the Seller shall under any circumstances be liable for any consequential losses.

(c) None of this Condition 4 shall exclude or limit MMU's liability in respect of any fraudulent misrepresentation made by MMU or the Seller, or in respect of death or personal injury caused by the negligent acts or omissions of MMU or the Seller.

5. Bidding at Auction

(a) MMU have absolute discretion to refuse admission to the auction. Bidders are personally liable for their bid.

(b) MMU advises Bidders to attend the auction if possible but will seek to carry out proxy bids which are in pounds sterling and received sufficiently in advance of the sale of the lot, endeavouring to ensure that the first received of identical written bids has priority.

6. Conduct of the Auction

(a) Unless otherwise specified, all lots are offered subject to a Reserve, which shall be no higher than the low presale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he believes there may be error or dispute, and take such other action as he reasonably thinks fit.

(c) The auctioneer will commence and advance the bidding at levels and in increments he considers appropriate and is entitled to place a bid or series of bids on behalf of the seller up to the Reserve on the lot, without indicating he is doing so and whether or not other bids are placed.

(d) Subject to Condition 6(b), the contract between the Buyer and Seller is concluded on the striking of the auctioneer's hammer, whereupon the Buyer becomes liable to pay the Purchase Price.

7. Payment and Collection

(a) Your obligation to pay the purchase price arises when the lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the lot.

Payment must be made to Stephen Dixon by cheque or cash

(b) Title in a purchased lot will not pass until Stephen Dixon has received the Purchase Price for that lot. MMU is not obliged to release a lot to the Buyer until payment has been received.

(c) The purchaser is responsible for organising collection of their purchase and lots must be collected within fourteen days of the sale. Failure to collect a lot within fourteen days will result in the seller retaining the title of the lot.

Failure to pay for the lot

(a) If the purchase price for a lot is not paid to Stephen Dixon in full accordance with the contract for sale, the Seller will be entitled to exercise one or more of the following rights:

To terminate immediately the contract for sale of the lot for your breach of contract

To re-sell the lot by auction, private treaty or any other means on giving seven days written notice to you of the intention to resell

To retain possession of the lot

The Seller's liability

The Seller will not be liable for any injury, loss or damage caused by the lot after the fall of the Auctioneer's hammer in respect of the lot.

(b) The seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy of the lot or any entry or estimate in relation to the lot.

*Stephen Dixon is acting as agent for the artists. The artists have given the lots to Stephen Dixon to sell through the auction to raise funds for the purchase of a digital ceramic printing system for the Crafts Research Centre at MMU. Stephen Dixon will not profit from this auction,