
Conditions of Sale

1. Thomas P. Adams & Co. act in all respects, save where otherwise appears, only as agents for the Seller of each lot.
 2. The highest bidder acceptable to the Auctioneer shall be the Buyer, but if, during the sale of a lot, the Auctioneer considers that a dispute has arisen or that there is any other reason for so doing, he may at his absolute discretion immediately put the lot up again for sale.
 3. The Auctioneer has the right at his absolute discretion to refuse any bid and to advance the bidding as he may decide.
 4. a. 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.
b. Thomas P. Adams & Co. have the right at their absolute discretion to withdraw or divide any lot or to combine any two or more lots.
 5. a. The purchase price payable by the Buyer shall be the aggregate of the final bid and the following premiums.
Room & Absentee Bids 24.20% including VAT
Online and Autobid: 27.70 % including VAT
b. Payment must be either Bank Transfer, Debit/Laser Card, Cash or Cheque vouched to the satisfaction of the Auctioneers.
c. Credit cards accepted to a maximum level of €400.00. We cannot accept payment by card over the telephone.
 6. a. All statements in the Catalogues, advertisements or brochures of forthcoming sales as to any of the matters specified in (b.) or (c.) below are statements of opinion and are not statements of fact, nor should they be relied upon as such.
b. Neither the Seller nor Thomas P. Adams & Co. are responsible for any statement as to the authorship, origin, date, age, attribution, genuineness or provenance of any lot, or any errors of description.
c. Neither the Seller nor Thomas P. Adams & Co. are responsible for any faults or defects in any lot.
d. Neither the Seller nor Thomas P. Adams & Co. nor any person in their employ, make or have any authority to make any representation or warranty nor are they responsible for any representation or warranty, or for any statement in the Catalogues, advertisements or brochures or forthcoming sales or illustrations therein.
 7. a. No lot can be taken away during the auction, nor can any lot be taken away until the purchase price has been paid in full.
b. All lots are to be paid for and taken away at the Buyer's expense within two days from sale.
 8. If the Buyer fails to pay for or take away any lot in accordance with condition 7 above, Thomas P. Adams & Co. shall be entitled at their absolute discretion and without prejudice to any other right or remedies to exercise one or more of the following rights.
 - a. Without notice to the Buyer, to resell the lot or cause it to be resold by public or private sale. Any deficiency in the purchase price attending such resale to be made good by the defaulting Buyer, after giving credit for any payment and after deducting the full costs incurred in connection with the lot; and any surplus (after retention by Thomas P. Adams & Co. of the premium) to be the Seller's.
 - b. 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, the accrued cost of removal, storage and insurance (if any).
 9. The property in a lot shall not pass to the Buyer until he has paid the purchase price in full, but the lot will be at the buyer's risk in all respects from the fall of the hammer. Notwithstanding that Thomas P. Adams & Co act only as agents for the Seller, they shall be entitled to retain the premium referred to in condition 5.a. hereof, irrespective of and in addition to such remunerations as they may receive from the Seller, Thomas P. Adams & Co. shall be entitled to a lien on any lot sold until the purchase price is paid in full by the Buyer.
 10. The respective rights and obligations of the parties in respect to the Conditions of Sale shall be governed and interpreted by Irish Law and the Buyer hereby submits to the non-exclusive jurisdiction of the Irish Courts.
 11. European Communities (Artist's Resale Right) Regulations 2006, a royalty, payable by the purchaser, will be levied on all individual work by a living artist of European Union nationality sold for €3,000 or more.
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Conditions of Sale Continued...

IMPORTANT NOTES

Registration

All intending bidders are requested to register at the office and provide identification in order to collect a paddle number before the commencement of the sale.

Bids

We will be pleased to execute bids on behalf of intending buyers and no charge is made for this service. Lots will be purchased as cheaply as permitted by other bids and reserves. Bids must be submitted to the office at least one hour before the Sale commences.

Telephone lines may be reserved, subject to availability, on items with an estimate in excess of €300.00. Please note telephone lines will be reserved on the condition that you are prepared to bid to the lowest estimate. Adams Blackrock shall not be liable for errors or omissions in executing instructions to bid or in failing to make contact by telephone or otherwise.

Conditions Reports

No condition reports will be available on lots below an estimate of €100.00

Collection of Lots

No lots can be collected while the auction is in progress.

ON-LINE BIDDING/TIMED AUCTIONS

We offer internet services as a convenience to our clients via *easylive auctions* and such service is provided subject to the third party's terms and conditions.

We will not be responsible for errors or failures to execute bids placed on the internet, including without limitation, errors or failures caused by

- (1) a loss of internet connection by either party for whatever reason;
 - (11) a breakdown or problems with the online bidding software and/or
 - (111) the breakdown or problems caused with your internet connection, computer or system. We do not accept liability for failing to execute an online internet bid or for errors or omissions in connection with this activity. Some sales may be available to internet bidding, as well as personal attendance. In this event, we shall not be held responsible for any issues that arise in respect of internet connectivity.
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