



CHARLES LESKI AUCTIONS PTY. LTD.

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Date: ___/___/___	Vendor Number: _____	Receipt Allocation Number: _____
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Company _____ Email: _____

Name: _____ Phone (AH): _____

Address: _____ Phone (BH): _____

P'code _____ Fax: _____

Auction <input type="checkbox"/>	Ins. Valuation <input type="checkbox"/>	Purchase /PT Sale <input type="checkbox"/>	Auction pending Appraisal <input type="checkbox"/>
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CHARLES LESKI AUCTIONS PTY LTD acknowledge receipt of your material which is now covered by our insurance policy.	Received by:
I/WE, THE VENDOR(S) , agree to the terms & conditions attached to this document.	Signed:

Notes:

- You will receive the auction catalogue and a pre-sale statement prior to the auction in which your material appears. The pre-sale statement will detail estimates and charges.
- No lot will be sold for less than 75% of the low estimate.
- After the Auction you will receive a preliminary vendor statement detailing your gross sales.
- Your payment will accompany the final vendor statement, which will be issued approximately 40 days after Auction date.
- It is assumed that any unsold lots will be re-offered at a later auction with a reduced estimate. If you do not wish us to re-offer your lots, please advise or arrange for collection.
- Withdrawal of a Lot prior to sale will result in the owner being charged both buyer and vendor commissions based on the low estimate figure.
- Leski Auctions retains the right to sell any unsold lot at the published reserve (75% of the lower estimate) for the 30 days following auction. Withdrawal of the lot prior to the 30th day after an auction will result in full vendor commissions being charged.
- A commission of 19.5% (+GST) will be charged subject to a minimum commission of \$20 per lot. The commission rate reduces for lots bringing over \$500 (see scale below).
- Submission fee of \$20 (+GST) applies per lot per auction. This charge covers our administrative costs and contributes to the costs of insuring, photographing, storing and displaying your goods.

Vendor Commission:

The vendor commission rate is applied using a sliding scale and is calculated on your consigned items value, larger value items or collections may attract a discount.

GST is payable on the vendor commission. (for example: 19.5% commission + 1.95% GST = 21.45%). These commissions are indicative so please contact us to discuss your individual requirements.

Item Value:

- (\$0 - \$500) - Commission = 19.5%
- (\$501 - \$5,000) - Commission = 17.5%
- (\$5,001 - \$25,000) - Commission = 15%
- (\$25,001 - \$100,000) - Commission = 12.5%
- (more than \$100,001) - Commission = 10%

CONDITIONS OF SALE – RELEVANT TO THE VENDOR

(Extract from our General Conditions of Sale)

2: The Seller

CLA acts only as the agent of the seller and neither CLA nor the seller shall be responsible for any defects or faults in any lot or for any errors of description or for the genuineness of any lot and no compensation shall be paid in respect of such matters. CLA provides no guarantee to the buyer other than in relation to forgeries. [A "Forgery" means an item constituting an imitation conceived and executed as a whole with a fraudulent intention to deceive as to authorship, origin or age where the correct description as to such matters is not reflected by the description in the catalogue and which, at the date of the auction, had a value materially less than it would have had if it had been accurately described. No item shall be capable of description as a forgery by reason of any damage and/or restoration work.] Prospective buyers are strongly advised to examine personally any items in which they are interested, before the auction takes place. Condition reports are usually available on request. From the time a lot is knocked down ("sold"), such lot will be the responsibility of the buyer. See also "Description".

7: Pre-Sale Estimates

CLA publishes with each catalogue our opinion as to the estimated price range for each lot. These estimates are approximate prices only and are not intended to be definitive. They are prepared well in advance of the sale and may be subject to revision. Interested parties should contact CLA prior to auction for updated pre-sale estimates.

8: Delivery of Purchases

Purchases will be delivered upon full payment and receipt of any export licence or related documents.

13: Storage Charges (non-philatelic items)

For a period of two weeks after an auction, uncollected purchases are held at the salerooms. Thereafter they will be removed for storage and charges may be incurred. (\$5 per lot per week or part thereof.)

14: Payment

Buyers present at the auction must pay for and take delivery of their lots immediately. The buyer of each lot is responsible for it from the time it is "knocked down". Payment should be made upon receipt of invoice. Payments must include settlement for postage, packing, insurance etc. (where CLA is providing these services.) A 18%+ GST (for Australian clients) levy will be added to the hammer price of each lot at the time of invoicing. Accounts still outstanding 30 days from the date of auction will attract a 3% levy plus \$10 service fee and a new account will be issued reflecting the new amount due. An additional charge of \$10 service fee plus 3% per month or part thereof will continue to accrue until the account is settled. Absentee bidders will be sent an invoice together with a prices realised listing. Lots will be forwarded on receipt of payments.

15: Description

a. Each lot is sold as genuine and correctly described, unless indicated to the contrary. Defects are sometimes noted, however the absence of a statement of condition in the description should not be construed as an indication of no defects. Prospective buyers are advised to personally examine any goods in which they are interested before the auction takes place. Condition reports are usually available upon request. It should also be noted that many of the items we sell are of an age or nature which precludes their being in perfect condition. Therefore, when we make a statement about the condition of an item, we do so by comparison with what is typical for the age and type of item under consideration.

b.i) An item bought "on Extension" must be paid for in full before it will be released to the purchaser or his/her agreed expertising committee or specialist. Payments received for such items will be held "in trust" for up to 90 days or earlier, if the issue of authenticity has been resolved more quickly. Extensions must be requested before the auction.

b.ii) The purchaser to be at liberty to reject the lot by giving written notice within seven days (or in the case of overseas buyers, within a reasonable time of the date of the sale) if he proves that the lot is not genuine or is incorrectly described and returns the lot within fourteen days of the sale (or within such longer periods as the Auctioneer may in his discretion allow). The onus of proving a lot to be wrongly described lies with the purchaser. Proof of the inability of a recognised Expert Committee to express a definite opinion will not discharge this onus. A request for extension (for consideration by an independent expert or committee) must be received 24 hours prior to the commencement of the auction. No Extensions will be considered if lodged later than this.

b.iii) Foreign buyers should note that all transactions are in Australian \$ so there may be a small exchange rate risk. The costs associated with acquiring a good certificate will be carried by the purchaser. If the item turns out to be forged or otherwise incorrectly described, all reasonable costs will be borne by the vendor.

c. No lot to be rejected if, subsequent to the sale, it has been immersed in liquid or treated by any other process unless the Auctioneer's permission to subject the lot to such immersion or treatment has first been obtained in writing.

d. Lots stated to contain collections and/or undescribed items must be taken with all faults and errors (if any) and by reason of the foregoing the Purchaser of any such lot shall have no right to reject the same.

e. No lot to be rejected if the Purchaser or his Agent has inspected the lot prior to the sale, irrespective of whether or not any item or items within the lot has or have been through inadvertence been incorrectly described.

f. Items described as having defects are not returnable on account of their condition. Stamps cannot be returned on account of the centring, or the amount of margin, or any perforation defect when such stamps have been illustrated. Please note that all illustrations are provided as a reference only, and cannot be relied upon for detail, accuracy, or colour.

g. Reference is sometimes made in descriptions to damage, repair or defect. The absence of such a reference does not imply that a lot is free from defects, nor does any reference to a particular defect imply the absence of others. Such information is given for guidance only and the condition of any lot should be confirmed by examination prior to sale.

16: General

Failure on the part of the bidder or the purchaser to comply with the conditions printed above, entitles the Auctioneer to cause the bidder or purchaser to forfeit any deposit held. Any uncleared lots after thirty days may be re-sold by public or private sale and any resulting deficiency shall be made good by the defaulter.