NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including agents on behalf of Bidders or potential Bidders (including any eventual Buyer of the Lot). For ease of reference we refer to such persons as “Bidders” or “you.” Our List of Definitions and Glossary is incorporated by reference to Bonhams’ Contractual Description in Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

**1. OUR ROLE**

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller and the Seller’s agent, and not as an additional principal. Bonhams’ job is to sell the Lot at the highest price possible. Bonhams does not act for Buyers or on behalf of Buyers or any other person except as such Buyer’s agent (or as the Seller’s agent where the Seller has authorised Bonhams to sell the Lot on his own behalf). Bonhams is not a merchantable or marketable commodity in the sense that it is incorporated as a principal in any transaction. Bonhams may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them before bidding. They may also be given orally before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

**2. SUBMISSIONS TO THE CONTRACTUAL DESCRIPTION**

Lots submitted to the Contractual Description printed in bold letters in the Entries about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. A photograph of a Lot does not reflect an accurate reproduction of the colour(s) or true condition of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to the condition of a Lot before bidding. Each Lot, includes its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality, the inside of a Lot may not be visible and may not be original or be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition.

Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may be damaged or may not come as complete as statutory requirements. You should not assume that electronic items designed to operate on mains electricity will be suitable for connection to the mains electricity supply. Lot descriptions should be based on a qualified electrician on their status before doing so. Such items which are unsuitable for connection are set as items of interest for display purposes only. If you do not have experience regarding a Lot, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections or tests for a fee. Any person who damagers a Lot will be held liable for the loss caused.

**3. DESCRIPTIONS OF LOTS AND ESTIMATES**

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the Buyer of the Lot as corresponding only with the general description of the Lot as that part of the Entry which is printed in bold letters and accepted for the colour, which may be inaccurately reproduced with any photograph of the Lot in the Catalogue. The remainder of the Entry, which is not printed in bold letters, represents Bonhams’ opinion (given on behalf of the Seller) about the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

**Estimates**

In some cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams’ opinion made on behalf of the Seller of the range within which Bonhams thinks the Hammer Price for the Lot is likely to fall. It is not an Estimate in the sense that it is incorporated as a principal in any transaction. Estimates do not represent or guarantee that a Contractual Description includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe any duty of care to you in respect of any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you.

**4. CONDUCT OF THE SALE**

Our Sales are public auctions; We reserve the right at our sole discretion to refuse admission to our premises or to any Sale and to remove any person from our premises and Sales, without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to the Lots in the Catalogue. You should therefore not rely on the numbers given to the Lots and the descriptions given for the lots, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot is sold. We may sell Lots or parts of Lots by combination and in lots. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot to combine two or more Lots on different duties. We may delay the Sale has been closed, to put any Lot for Sale again. Auction speeds are determined by the time and bidding increments are generally about 10%; however, these do vary from 5% to 20% in respect of any Lot. We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may make bids on your behalf and/or on behalf of another person on your behalf or otherwise. You will be liable for any and all bids made via any Lot with a hammer price equal to or in excess of £5,000/$10,000/€50,000/£250,000/AUS$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to provide government-issued proof of identity and any other documentation confirming your company’s name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and a power of attorney to transact before the lot can be released to you.

**Further Information**

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may make bids on your behalf and/or on behalf of another person on your behalf or otherwise. You will be liable for any and all bids made via any Lot with a hammer price equal to or in excess of £5,000/$10,000/€50,000/£250,000/AUS$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to provide government-issued proof of identity and any other documentation confirming your company’s name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and a power of attorney to transact before the lot can be released to you.

**5. BIDDING**

If you are a new client at Bonhams or have not recently updated your details with us, please bring to the Sale at least two working days before the Sale at which you wish to bid. You will be required to provide government-issued proof of identity and residence, preferably a passport or any other government-issued document or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and/or from you before allowing you to bid. In any case, you must have a credit card on file at Bonhams for use in the Sale. If you wish to bid on behalf of another person, you must have a power of attorney to transact and have provided a credit card in verification either in your name or the company's name or be detrimental to your reputation.

Bidding via the internet

In order to bid online in a Sale, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account or carry out transactions on your behalf. If you do not comply with these requirements, you will be liable for any losses to bonhams arising out of that use.

You are subject to our Conditions of Business and contact our Customer Services Department for further details.

IRELAND/ONLINE/V1/11.2023
Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by applicable Irish and EU anti-money laundering and anti-terrorist financing (AML/ATF) laws and regulations and guidelines.


On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. The Lot will then be sold subject to the terms of this Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it.

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each Lot purchased:

28% of the Hammer Price on the first €40,000;
Plus 27% of the Hammer Price from €40,001 and up to €800,000;
Plus 21% of the Hammer Price from €800,001 and up to €4,000,000;
Plus 12% of the Hammer Price above €4,000,000.

We may change the Buyer's Premium at any time in our discretion. In the event that you are the successful Bidder for a Lot, you will be liable to pay the Buyer's Premium on that Lot, and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not entitle the Seller to make any deductions or claim any compensation in respect of the loss or cost arising from the refusal of the licence(s) or the delay in obtaining same.

7. BUYER’S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer’s Agreement, a premium (the Buyer’s Premium) is payable to us by the Buyer in accordance with the terms of the Buyer’s Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it.

For the purposes of the Buyer’s Agreement the term “Hammer Price” shall be deemed to be the hammer price of an in-currency sale and the hammer price of an ex-currency sale in the currency in which the Lot is denominated.

8. VAT

The prevailing rate of VAT at the time of going to press is 23%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the Purchase Price and the Buyer’s Premium (plus VAT) and any other charges and Expenses to us fully before making a bid for the Lot. If you are a foreign buyer, please quote your paddle number and invoice number as the basis for settlement. If you are a successful Bidder, you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not entitle the Seller to make any deductions or claim any compensation in respect of the loss or cost arising from the refusal of the licence(s) or the delay in obtaining same.

10. SHIPPING

For information and advice on domestic and international shipping as well as export licences please contact irland@bonhams.com for a list of recommended suppliers.

11. EXPORT/TRADE RESTRICTIONS

If it is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). The need for import or export licences varies from country to country and differs depending on whether or not the items are being imported or exported within or outside the European Union. You should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not entitle the Seller to make any deductions or claim any compensation in respect of the loss or cost arising from the refusal of the licence(s) or the delay in obtaining same.

12. THE SELLERS AND/OR BONHAMS’ LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, so that all sums are made payable to the Buyer in the hammer price, the Seller is not liable to the Buyer in respect of, whether caused directly or indirectly or otherwise, any loss or damage suffered by the Buyer or any third party in connection with the Sale of a Lot or the conduct of any Sale in relation to any Lot, whether for damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, or our and/or the Seller’s liability otherwise,

(a) to pay the Buyer for any loss or damage to the Lot or any part of the Lot;
(b) to pay the Buyer for any loss or damage to any part of the Lot;
(c) to pay the Buyer for any loss or damage to any part of the Lot;
(d) to pay the Buyer for any loss or damage to any part of the Lot;
(e) to pay the Buyer for any loss or damage to any part of the Lot;
(f) to pay the Buyer for any loss or damage to any part of the Lot;
(g) to pay the Buyer for any loss or damage to any part of the Lot;
(h) to pay the Buyer for any loss or damage to any part of the Lot;
(i) to pay the Buyer for any loss or damage to any part of the Lot;
(j) to pay the Buyer for any loss or damage to any part of the Lot;
(k) to pay the Buyer for any loss or damage to any part of the Lot;
(l) to pay the Buyer for any loss or damage to any part of the Lot;
(m) to pay the Buyer for any loss or damage to any part of the Lot;
(n) to pay the Buyer for any loss or damage to any part of the Lot;
(o) to pay the Buyer for any loss or damage to any part of the Lot;
(p) to pay the Buyer for any loss or damage to any part of the Lot;
(q) to pay the Buyer for any loss or damage to any part of the Lot;
(r) to pay the Buyer for any loss or damage to any part of the Lot;
(s) to pay the Buyer for any loss or damage to any part of the Lot;
(t) to pay the Buyer for any loss or damage to any part of the Lot;
(u) to pay the Buyer for any loss or damage to any part of the Lot;
(v) to pay the Buyer for any loss or damage to any part of the Lot;
(w) to pay the Buyer for any loss or damage to any part of the Lot;
(x) to pay the Buyer for any loss or damage to any part of the Lot;
(y) to pay the Buyer for any loss or damage to any part of the Lot;
(z) to pay the Buyer for any loss or damage to any part of the Lot;

13. BOOKS

As aforesaid, the Lots are sold on an “as is” basis, subject to all faults, imperfections and errors of description save as set out below. However, you will be entitled to reject a book in the circumstances set out in paragraph 19.3 of the Buyer's Agreement. The hammer price of any Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer’s Premium.

14. GLOVES AND WATCHES

All Lots are sold “as is”, and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition. In case of doubt or dispute the Seller’s assessment of the condition of the Lot, comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer’s Premium.

15. TAXIDERMY AND RELATED ITEMS

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of this Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it.

16. FURNITURE

The following terms are by a trader (as defined in 2022 Act) to a Consumer and, in these circumstances, the trading service is a sale of goods for the purposes of the Consumer Rights Act 2022 (the “2022 Act”) and other consumer protection legislation and regulations may apply to the sale of goods which are second-hand goods.

The Consumer Rights Act 2022 (the “2022 Act”) and other consumer protection legislation and regulations may apply to the sale of goods which are second-hand goods.
The following symbols are used to denote the extent to which the relevant party can restrict, exclude or limit any liability, or the sale of such goods or the performance of the Seller’s obligations to you under those Acts having regard to all of the relevant facts and circumstances. The Seller is also required to comply with their obligations (if any) to you in respect of the Quality of the Lot, and all duties and taxes in respect of the export or import of the Lot have been duly paid or withheld. Where words and phrases are used which are in the Title or in bold letters, the remainder of which may be altered or deleted, or any express alteration to it as referred to in paragraph 2.1.5), including any Descriptive Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams’ Website, by or conduct, or otherwise, and whether by or on behalf of the Seller or its servants or agents; or in respect of any contract, contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care in respect of any Descriptive Description or Estimate in relation to, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale. 4. FITNESS FOR PURPOSE AND SATISFACTORY QUALITY 4.1 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose. 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose. 5. RISK, PROPERTY AND TITLE 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you. You should be alert to this possibility and be prepared to pay for the same until the date of actual payment; 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in respect of the Lot have been duly paid and cleared funds by Bonhams; and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue. 6. PAYMENT 6.1 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. 6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing by you with Bonhams on the Seller’s behalf, in writing, and otherwise agreed in writing by you with Bonhams, you are not to be held liable to Bonhams for any delay in complying with the Sale terms and any additional cost incurred by Bonhams. 7. COLLECTION OF THE LOT 7.1 The Lot will be available for collection by you, with Bonhams, at the premises of Bonhams or at other premises agreed in writing by you with Bonhams. The Seller, and to Bonhams & (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue. 8. FAILURE TO PAY FOR THE LOT 8.1 If the Purchase Price for the Lot is not paid to Bonhams in full accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights: (whether through Bonhams or otherwise): 8.1.1 to terminate the Contract for Sale for your breach of contract; 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days’ written notice to you of the intention to resell; 8.1.3 to remove and store the Lot at your expense; 8.1.4 to take legal proceedings against you for the recovery of any sum due under the Contract for Sale and/or damages for breach of contract; 8.1.5 to be paid interest on any monies due (after as well as before judgment or at the annual rate of 8% above the base rate of HSBC Continental Europe from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment; 8.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Vendor from the Seller in the course of a Business as a Vendor from the Seller in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of the premises at which the Lot is located, or to remove any part of the Lot in the manner required, and for the purposes of selling or reselling the Lot in the course of a Business without any liability to the Seller or to his servants or agents for any loss or damage sustained by you or to any other person, and/or of taking any other steps to recover any monies due to the Seller or to his servants or agents, and/or of taking any other steps to ensure that all other sums due under the Contract for Sale shall have been paid in full in cleared funds. 8.1.7 to retain possession of any other property sold to you by the Seller at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams; and 8.1.8 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to resell the Contract for the Sale of any other goods sold to you by the Seller at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams; and 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including in all cases, whether or not proceedings have been issued) as a result of Bonhams taking steps under this paragraph 8.1 on a fund being paid to the same extent (after as well as before judgement or at the annual rate of 8% above the base rate of HSBC Continental Europe from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment).
any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3.3 The Seller will not be liable (whether in negligence, other tort, breach of statutory duty or in restitution in respect of the Lot made by or on behalf of the Seller (whether in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;

9.3.3 in any circumstances where the Seller is liable to you in respect of any applicable time period.

10.3 If either party to the Contract for Sale is held liable for any of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence (or any person under the control or for whom the Seller is negligent) or (a) acts or omissions for which the Seller is or might be held liable under the Occupiers Liability Act 1958 that have not been lawfully excluded, modified, or (b) any liability to the extent the same may be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the Contract for Sale.

10.2 The Seller’s failure or delay in enforcing or exercising any power or right under the Contract for Sale will not be or be deemed to be a waiver of any of his rights whether direct or indirect or to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller’s ability subsequently to enforce any right arising under the Contract for Sale.

10.3 If either party to the Contract for Sale is prevented from performing that party’s respective obligations under the Contract for Sale by circumstances beyond its reasonable control or performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances persist, be held liable for the performance of any such obligations imposed on you by paragraph 6.

10.4 Any contract to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed to or at its address or the number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or number the Buyer given in the Catalogue and/or on Bonhams’ Website, or by conduct or otherwise, and whether made before or after this agreement or prior to or during the Sale. Such description or estimate is incorporated into this agreement between you and Bonhams in the terms of this Buyer’s Agreement.

10.5 We act as agents for the Seller and are not answerable or personally responsible for any breach of contract or other default by the Seller, unless Bonhams sells the lot as principal.

1.5.2 Our personal obligations to you are governed by this agreement and not by any description or estimate incorporated in the Catalogue or on Bonhams’ Website, or by conduct or otherwise, and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was, unless Bonhams itself sells the lot as principal made as agent on behalf of the Seller.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate or Estimate which may have been made by us or on our behalf or on behalf of the Seller (whether made orally, in writing, or as plain text or by conduct or in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale.

1.5.3 We will provide guarantees in the terms set out in paragraphs 9 and 10.

1.4.1 any description or estimate which may have been made by or on our behalf or on behalf of the Seller (whether made orally, in writing, or as plain text or by conduct or in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale.

1.4.2 unless the Seller of the Lot has been knocked down by you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all other amounts due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

1.2 Terms and conditions of the Contract for Sale are for convenience only and will not affect its interpretation.

1.3 Unless agreed in writing between you and us or as otherwise set out above, you will be liable for the costs and expenses of any investigation under paragraph 3.11, we will release the Lot to you in accordance with paragraph 5.

1.1 These terms govern the contract between Buyer and Seller for Sale; and/or by notices at the Bonhams and/or by placing an insert in the Catalogue for the Sale and/or by oral announcements before and during the Sale at the Sale venue.

1.4 No thing set out in paragraphs 5.1 to 5.3 above will be construed as excusing or indemnifying you (whether directly or indirectly) any person’s liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud; or (ii) death or personal injury caused by the Seller’s negligence (or any person under the control or for whom the Seller is negligent) or (a) acts or omissions for which the Seller is or might be held liable under the Occupiers Liability Act 1958 that have not been lawfully excluded, modified, or (b) any liability to the extent the same may be excluded or restricted as a matter of law.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, you will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or as otherwise set out in the Lot’s description. If you do not collect the Lot from us in accordance with any Description or Estimate which may have been made by us or on our behalf or on behalf of the Seller (whether made orally, in writing, or as plain text or by conduct or in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot can be stored elsewhere for storage and you must enquire from us as to where and when you can collect it, although this information will usually be set out in a Notice to Bidders. If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to sub-let or sub-contract to a third party (the “Storage Contractor”) with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not taken away by you then this Agreement shall be void and all the Lots shall be placed on the Reserve List until such time as the full and final payment has been made; in the event that the full and final payment is not made you will be liable to pay all expenses and all other charges due under any such Agreement.

7.2 You agree to indemnify us against all legal and other costs, all losses and any other costs or expenses (including all court costs and all costs of court proceedings whether so incurred in accordance with paragraph 7.1.5 or not) which we may incur or be required to pay by reason of your non-performance of your obligations hereunder or your failure to comply with the terms of this Agreement or our reasonable instructions.

7.3 If you pay us only part of the sums due to us such payment shall not be treated as payment in part of the full amount due to us and if you have paid us less than the full amount then you will forthwith pay us the balance due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale until such time as you have paid in full all sums due to us under the terms of this Agreement.

8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller or (that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to be proper, whether by means of a re-sale; by an adjustment of the purchase price; by a settlement with the Seller; by an adjustment of the purchase price or any other remedy which is available to us.

8.2 If, after the Lot has been paid for by us or on our behalf, you notify us in writing as soon as reasonably practicable after becoming aware of any such claim, we may, if we consider it reasonable to do so, (a) decommission the Lot and/or (b) we may, if we so decide, re-sell the Lot and should we receive less than the Purchase Price plus Buyer’s Premium (or any other sum agreed with the Seller) we will account to you (i) on payment of all sums due to us under any such Agreement, or (ii) should you refund us such payment, then the whole or part of such sum, at our absolute discretion.

8.3 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale until such time as you have paid in full all sums due to us under the terms of this Agreement.

9.2.2 If, after the Lot has been paid for by us or on our behalf, you notify us in writing as soon as reasonably practicable after becoming aware that the invoice was made out by us in respect of the Lot, we will (as principal) purchase the Lot for you if you so wish, and for payment of the Purchase Price plus Buyer’s Premium (or any other sum agreed with the Seller) and should we receive less than the Purchase Price plus Buyer’s Premium (or any other sum agreed with the Seller) we will account to you (i) on payment of all sums due to us under any such Agreement, or (ii) should you refund us such payment, then the whole or part of such sum, at our absolute discretion.

9.3.2 If, after the Lot has been paid for by us or on our behalf, you notify us in writing as soon as reasonably practicable after becoming aware that the invoice was made out by us in respect of the Lot, we will (as principal) purchase the Lot for you if you so wish, and for payment of the Purchase Price plus Buyer’s Premium (or any other sum agreed with the Seller) and should we receive less than the Purchase Price plus Buyer’s Premium (or any other sum agreed with the Seller) we will account to you (i) on payment of all sums due to us under any such Agreement, or (ii) should you refund us such payment, then the whole or part of such sum, at our absolute discretion.

9.4.2 If, after the Lot has been paid for by us or on our behalf, you notify us in writing as soon as reasonably practicable after becoming aware that the invoice was made out by us in respect of the Lot, we will (as principal) purchase the Lot for you if you so wish, and for payment of the Purchase Price plus Buyer’s Premium (or any other sum agreed with the Seller) and should we receive less than the Purchase Price plus Buyer’s Premium (or any other sum agreed with the Seller) we will account to you (i) on payment of all sums due to us under any such Agreement, or (ii) should you refund us such payment, then the whole or part of such sum, at our absolute discretion.
12 MISC. NECESSARY

12.1 You may not assign either the burden or benefit of this agreement.

12.2 Our failure or delay in exercising or not exercising any power or right under this agreement will not be deemed to be a waiver of any of your interest in the Lot, all rights and benefits under this paragraph will cease.

12.3 If either party to this agreement is prevented from performing any of their obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insulin delays or works, any act or event, terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to increased expenditure or costs, then this agreement will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the payment of monies or to performance of any prior obligations.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post to the party to whom it is addressed (or to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form or to any notices of change of address given in writing. It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form and in the language required.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability or validity of the remaining terms or the remainder of the relevant term.

12.6 Any modification to the agreement will, where appropriate, include reference to Bonhams' officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and do not affect the interpretation of the agreement.

12.8 In this agreement “including” means “including, without limitation”.

12.9 Reference to the singular will include reference to the plural and vice versa and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement is to prejudice the operation of any enactment or body of persons whom the warranty was given has the right to rely.

12.12 References to paragraphs in this agreement shall be to paragraphs of this agreement.

13 DEALING WITH A CONSUMER

Paragraph 2.2 of the Notice to Bidders to which this agreement is appended shall apply to this agreement.

14 GOVERNMENT REGULATIONS

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place (or to take place) and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. The costs and expenses of any such proceedings shall be borne by you, and you will indemnify us against all costs and expenses, including reasonable legal fees and disbursements, which we incur in connection with any such proceedings.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid.

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2008 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price or with a Reserve agreed with the Buyer at Premium (but excluding any VAT) equals or exceeds 1000 euros converted into the currency of the Sale using the European Central Bank Reference Rate for the currency of the Sale. "Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" any person considering, attempting or making a bid, including those who have completed a Bidding Form.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams Limited or its successors or assigns. Bonhams is also referred to in this Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed block offered for sale at a specialist Block Sale.

"Business" includes but is not limited to, trade, commerce and profession.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement. "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

"Catalogue" the hammer price at the rates stated in the Notice to Bidders.

"Catalogue" the catalogue relating to the relevant Sale, including any presentation of the Catalogue published on our Website. "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

"Condition Report" a report on the physical condition of a Lot provided to a Bider or potential Bidder by Bonhams on behalf of the Seller.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement, Notice to Bidders, Contract for Sale and Buyer's Agreement, Buyer's Agreement and Definitions and Glossary.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

"Consumer" is a natural person who enters into a contract for the purpose of carrying out the relevant purpose outside his trade, business or profession.

"Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

"Contract for Sale" the Contract Form entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

"Contractual Description" the only Description of the Lot being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photographic images (except for the colour) and the contents of any Condition Report to which the Seller undertakes in the Contract for Sale that the Lot corresponds.

"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

"Entry" a written statement in the Catalogue identifying the Lot and the Lot number which may contain a Description and illustration(s) relating to the Lot.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot, including any sale or purchase or VAT and any other costs incurred in connection with, including but not limited to, the cost of storage (if applicable), the cost of insurance, the cost of any handling charges and any other costs or charges of collection from the Seller as the Buyer's agents or from a Storage Contractor for the Buyer.

"Loss and Damage Warranty Fee" the fee described in paragraph 8.5 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its Sale at auction by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).

"Motor Rohingya Catastrophe" is a cataclysmic event caused by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notice to Bidders" the Notice printed at the back or front of our Catalogues.

"Permitted by Law" has the meaning given to it in Paragraph 23 of the Notice to Bidders;

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction Sale at which a Lot is to be offered for sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the hammer Price less the Commission, any VAT chargeable thereon, and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for Sale named on the Contract Form acts as an agent for (and is not a party to this agreement any benefit conferred by, or the responsibility and/or liability of) the buyer. "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "the Seller".

"Specialist Examination" a visual examination of a Lot by a specialist on behalf of the Seller.

"Stamp" means a postage stamp offered for Sale at a Specialist Stamp Sale.

"Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.

"Storage Contract" means the contract described in paragraph 11.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).

"Storage Contractor" means the company identified as such in the Notice to Bidders, Contract Form and Definitions and Glossary.

"Terrorism" means any act or threatened act of terrorism, whether by a non-State person or by a State, whether by a specialist or by an organisation (and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.

"Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" means there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meaning.

"artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work or the creation of it as set out in the European Communities (Artists' Resale Right) Regulations 2008 (as amended).

"buyer": a person to whom goods are entrusted.

"indemnity": an obligation to pay the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is constructed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.

"iron": a right for the person who has possession of the Lot to retain possession of the Lot despite the risk: the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a Lot.

"tort": a legal wrong done to someone to whom the wrong does a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.