

Bonhams Goodwoof

Live Auction of works in aid of Pets as Therapy

Hosted by Bonhams Auctioneers

All proceeds from the sale of each of the artworks will go to Pets as Therapy's charitable work. Further details of Pets as Therapy (the "Charity") and the work they are carrying out can be found here: <https://petsastherapy.org/>

Bonhams is pleased to be hosting this event and is waiving all fees and expenses in support of the charity's fundraising.

Standard Terms and Conditions applicable to the Auction

The Auction will take place on Sunday 21 May.

In these Auction Conditions, the terms below have the following meanings:

"auctioneer" mean Bonhams 1973 Limited (<https://www.bonhams.com>) hosting the Auction.

"bidder/s" means a person or entity registered as a bidder and who participates and/or intends to participate in the Auction.

"seller" means the Charity, selling the Lot to the highest bidder/purchaser.

"purchaser" means the highest bidder at the closing of the Lot.

1. All prospective bidders must complete a Bidder Registration form available at the Auction. By registering to bid, each bidder authorises Bonhams to share their personal details (name/address/email address and phone number) with the Charity for invoicing and delivery purposes and for use in accordance with the terms of their Privacy Policy and Bonhams' Privacy Policy.
2. Bonhams is willing to execute bids on behalf of interested parties if instructed to do so in writing prior to the Auction and subject to these Auction Conditions and bidder registration requirements. Neither the auctioneer or the Charity can accept any responsibility for the failure to execute such bids.

In addition to the above:

3. These Auction Conditions shall govern the Auction and any matter relating thereto or resulting therefrom, including, but not limited to the relationship/s between the auctioneer, the Charity, the bidder and the purchaser and/or the Lots being sold.
4. In the event of any conflict between the provisions of these Auction Conditions and any other terms and conditions to which the purchaser and/or bidder and/or seller and/or auctioneer are subject, these Auction Conditions shall take precedence.
5. Registration and/or participation in the Auction with a view to purchasing a Lot implies that the bidder and/or purchaser is familiar with and fully and irrevocably accepts these Auction Conditions. No person or entity shall be allowed to take part in either Auction unless they have registered or supplied any required information to the satisfaction of the auctioneer and/or the Charity. The Auctions is only open to those aged 18 and over.
6. All Lots sold at the Auction are sold “as is” and no warranty is given or implied by the auctioneer by any description of any Lot and no allowance whatsoever will be made for misdescription or errors of whatsoever nature. Any rights and remedies for breach of any such rights by any bidder or purchaser are against the Charity.
7. A bid shall be taken as proof that bidders or purchasers have made themselves acquainted with the Lot in question.
8. The Auction shall be subject to the control of the auctioneer who shall have the sole and absolute right to regulate the bidding procedure and to record the Auction.
9. Every bid shall constitute an offer to purchase the Lot at the amount bid. The auctioneer, in his sole discretion, reserves the right to withdraw a Lot without attracting any liability to any party to the Auction.
10. The auctioneer shall be entitled to correct any error or misunderstanding, in its sole discretion.
11. The Auction shall be conducted in pounds sterling (£).
12. No Buyer’s Premium will be charged by the auctioneer.
13. The highest bidder at the Auction shall be the person indicated by the auctioneer by the fall of the hammer or by such other customary means as the auctioneer may select, which bidder shall have a successful bid. The hammer price will be the purchase price.
14. In the event of a dispute arising between any two or more bidders, the auctioneer shall have the right in his sole discretion to declare the sale to be of no force or effect and to re-sell the Lot in question, alternatively to

select the purchaser to whom the Lot shall have been sold. The auctioneer, in his sole discretion, may accept or reject any bid without giving a reason. The auctioneer's decision in all cases is final and binding on all parties

15. A successful bid shall result in an agreement of sale between the Charity and purchaser, which agreement of sale shall be effective immediately at the place and time of the fall of the hammer or such other customary means as the auctioneer may select.
16. A purchase invoice for a Lot will be sent to the purchaser via email by the Charity within 7 days of the Auction, although any failure to do so will not invalidate the sale of the Lot in question. Payment for purchased Lots can also be processed on the day via the Charity's website giving platform, Enthuse. Payment via Enthuse enables Gift Aid to be claimed by the charity on any payment made by a UK Tax Payer. A card payment can be made via iZettle, and a purchaser should complete a webform with their title, name, full postal address and confirm, where applicable, that they are a UK Tax Payer
17. Payment shall be made immediately upon receipt of the purchase invoice either by credit card or electronic transfer into the Charity's bank account, details of which will be on the purchase invoice.
18. Ownership in a Lot shall not pass until (i) the purchase price (and any other amounts due) has been paid in full and (ii) Bonhams and/or the Charity have had the opportunity to complete any checks it may consider necessary under applicable money laundering regulations.
19. Once the purchase price (and any other amounts due) for a Lot has been received in cleared funds by the Charity, the Lot will be available for collection from Goodwood.
20. Any Lot not collected within 1 month of payment for that Lot will be stored and used for display purposes at Goodwood until collection.
21. The terms and interpretation of these Auction Conditions will be governed by the Laws of England and Wales. The purchaser consents to the jurisdiction of the English courts.
22. In the event that it becomes necessary for the auctioneer or the Charity to take any legal action to ensure performance of the Auction Conditions or any agreement concluded pursuant thereto or in respect of any transaction which is governed by these Auction Conditions, the purchaser shall be obliged to pay the auctioneer and/or the Charity as the case may be, any and all legal costs and expenses incurred and the auctioneer and/or the Charity shall be entitled to claim the same.