The Autumn Stafford Sale
Important Pioneer, Vintage, Classic & Collectors’ Motorcycles and Related Spares & Memorabilia

The 25th Carole Nash Classic Motorcycle Mechanics Show
Sandylands Centre, Staffordshire County Showground | Saturday 13 & Sunday 14 October 2018

VIEWING
Saturday 13 October
9am to 5pm

Sunday 14 October
from 9am

SALE TIMES
Saturday 13 October
Spares & Memorabilia
(Lots 1 - 196) 12 noon
Followed by The Reed Collection of Motorcycles
(Lots 201 - 242) 3pm

Sunday 14 October
Motorcycles
(Lot 301 - 539) 11am

SALE NUMBER
24885

CATALOGUE:
£25.00 + p&p

PLEASE NOTE
Admission to the auction is by catalogue only.

Admission to The Classic Motorcycle Mechanics Show is not included in the price of the catalogue. Tickets can be purchased in advance from www.classicbikeshows.com

BIDS
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
bids@bonhams.com
To bid via the internet please visit www.bonhams.com

LIVE ONLINE BIDDING IS AVAILABLE FOR THIS SALE
Please email bids@bonhams.com with “Live bidding” in the subject line 48 hours before the auction to register for this service

Please note that bids should be submitted no later than 4pm on Friday 12 October. Thereafter bids should be sent directly to the Bonhams office at the sale venue.
+44 (0) 8700 270 089 fax or bids@bonhams.com

We regret that we are unable to accept telephone bids for lots with a low estimate below £500. Absentee bids will be accepted. New bidders must also provide proof of identity when submitting bids. Failure to do so may result in your bids not being processed.

CASH LIMIT ACCEPTANCE
Following a review of its procedures Bonhams will accept no more than £3,000 in cash from any purchaser.

ENQUIRIES
James Stensel
+44 (0) 20 8963 2818
+44 (0) 8700 273 625 fax
james.stensel@bonhams.com

Bill To
+44 (0) 20 8963 2822
+44 (0) 8700 273 625 fax
bill.to@bonhams.com

Ben Walker
+44 (0) 20 8963 2819
+44 (0) 8700 273 625 fax
ben.walker@bonhams.com

Andy Barrett
+44 (0) 20 8963 2817
+44 (0) 8700 273 625 fax
andrew.barrett@bonhams.com

Motorcycle Administrator
Kristi Lavis
+44 (0) 20 8963 2817
+44 (0) 8700 273 625 fax
Kristi.lavis@bonhams.com

ENQUIRIES ON VIEW AND SALE DAYS
+44 (0) 8700 270 090
+44 (0) 8700 270 089 fax

CUSTOMER SERVICES
Monday to Friday 8:30am - 6pm
+44 (0) 20 7447 7447

Please see page 2 for bidder information including after-sale collection and shipment

Please see back of catalogue for important notice to bidders

IMPORTANT INFORMATION
The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Ф printed beside the lot number in this catalogue.

REGISTRATION
IMPORTANT NOTICE
Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at www.bonhams.com and should be returned by email or post to the specialist department or to the bids department at bids@bonhams.com

To bid live online and / or leave internet bids please go to www.bonhams.com/auctions/24885 and click on the Register to bid link at the top left of the page.
General Information

Admission
Bonhams has the right at its sole discretion without assigning any reason therefore to refuse admission to its premises or attendance at any of its sales by any person.

Absentee Bids
Bonhams will execute bids when instructed. Lots will be bought as cheaply as is allowed by other bids and Reserves.

References
Intending Buyers should supply bankers’ references. The references should be supplied to Bonhams in time to allow them to be taken up before the Sale. Unless arrangements are made with Bonhams for payment in advance of the Sale all Lots will be removed to storage immediately after the Sale at the Buyers’ cost. In any event, the Purchase Price should be paid to Bonhams not later than 12 noon on the day after the Sale. Attention is specifically drawn to Condition 8 of the Buyers’ Agreement as printed in this Catalogue.

Bidder Registration
To recognise bidders during the Sale all intending Bidders are required to complete a Bidder Registration Form giving full identification and appropriate references before the Sale which will enable them to bid by means of a number allocated to them.

Premium
Like the vast majority of auctioneers Bonhams charge what is known as the Buyer’s Premium on the Hammer Price of each Lot purchased and is subject to VAT. Some lots may also be subject to VAT on the Hammer Price and these lots will be clearly marked with a symbol (†, G, *) printed beside the lot number in the catalogue.

For Memorabilia and Spares the Buyer’s Premium is 25% on the first £175,000 of the Hammer Price, 20% from £175,001 to £3,000,000 of the Hammer Price, and 12.5% on the balance thereafter.

VAT
The following symbols are used to denote that VAT is due on the hammer price and buyer's premium:
- † VAT at 20% on hammer price and buyer's premium
- ‡ VAT at 20% on hammer price and buyer's premium

Please note: VAT on imported lots at 20% on hammer price and buyer's premium.

NMT
Motor vehicle lots marked “NMT” in the catalogue originate from or are registered in another EU member state and have travelled less than 6,000km from new. Accordingly HMRC and the DVLA classify such machines as “Newly Imported” under the Nova Scheme and are subject to VAT at 20% on the hammer price.

PLEASE NOTE FROM THE 1 SEPTEMBER 2018:
For Motorcycles the Buyer’s Premium will be 15% on the first £500,000 of the Hammer Price of each Lot, and 12% on the balance thereafter.

NOVA (Notification of Vehicle Arrivals)
Certain imported Motor Car and Motorcycle Lots marked “N” in the catalogue are subject to a NOVA Declaration prior to the purchaser making an application to register the vehicle in the UK with the DVLA.

EU Imports
- Bonhams will undertake the NOVA Declaration on the purchaser’s behalf, providing them with a NOVA reference number.

Successful purchasers should contact the Mark Gold post-sale to confirm whether they intend to register the vehicle in the UK, or intend to Export the vehicle immediately.

Non-EU Imports
- If the Lot is purchased by a private purchaser wishing to register in the UK, Bonhams will undertake the NOVA Declaration on the purchaser’s behalf, providing them with both a NOVA reference number and stamped C88 form.
- If the Lot is purchased by a trade buyer / company, Bonhams, will provide the purchaser with a stamped C88, though they will need to submit a NOVA Declaration themselves via: www.gov.uk/nova-lot-b. N.B: Bonhams takes no responsibility for a purchaser's failure to submit a NOVA Declaration and any fines / charges levied against them as a result.

Methods of Payment
It is important you are aware of the following regarding registration and payment:
- The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued. Furthermore, when making payment, the account from which the payment is sent must match the buyer’s details as per on the bidder registration form and the issued invoice.

We are unable to accept any third party payments. Should a third party payment be made this will result in a delay in your payment being processed and your ability to collect your purchase.

Purchases can only be released when full settlement (inclusive of all charges) of all invoices issued to the buyer is received in cleared funds. Before bidding, you should ensure that you have the necessary funds available and be able to pay according to one of the methods set out below. All cheques should be made payable to Bonhams 1793 Limited.

Bonhams’ preferred payment method is by bank transfer.

- Bank Transfer: You may electronically transfer your funds to our Trust Account. Please quote your paddle number and invoice number as the reference. Our Trust Account details are as follows:
  - Bank: National Westminster Bank Plc
  - Address: PO Box 494
  - 250 Regent Street
  - London W1A 4YA
  - Sort Code: 56-00-27
  - Account Name: Bonhams 1793 Limited
  - Account Number: 145560009
  - IBAN Number: GB 33 NWBK 500027 145560009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice. Payment may also be made by one of the following methods:

- **Cash**: You may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment to be made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

- **Card**: Debit card issued by Visa and MasterCard only. There is no limit on payment value if payment is made in person using Chip & Pin verification.

Credit cards issued by Visa and MasterCard only. There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification. It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

- **Cheque**: You may pay by sterling cheque drawn on a UK bank or building society but all cheques must be cleared before you can collect your purchases, unless you have a cheque facility with Bonhams or we have received an assurance directly from your bank prior to the sale. Cheques generally take up to 10 working days to clear.

The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued. Furthermore, when making payment, the account from which the payment is sent must match the buyer’s details as per on the bidder registration form and the issued invoice.

In all other instances no VAT will be charged on the hammer price, but VAT at the prevailing rate (currently 20%) will be added to the buyer’s premium which will be invoiced on a VAT inclusive basis.

筒

Motor vehicle lots marked “NMT” in the catalogue originate from or are registered in another EU member state and have travelled less than 6,000km from new. Accordingly HMRC and the DVLA classify such machines as “Newly Imported” under the Nova Scheme and are subject to VAT at 20% on the hammer price.

NOVA
Certain motorcycle Lots, which will be marked “N” in the Catalogue, if purchased by a UK resident will be subject to a NOVA Declaration, undertaken by Bonhams to facilitate its registration here in the UK.

Vehicles imported under Temporary Admission (TA)
Please note vehicles under TA (marked with either an O or a *) may not be available for registration with DVLA for up to 15 working days after the sale. This time may be reduced to 48 hours for an additional charge of £75 per vehicle.

Artists Resale Right Regulations 2006
On certain Lots, which will be marked “ART” in the Catalogue and which are sold for a Hammer Price together with Buyer’s Premium of ≥ £1000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Auctioneer will announce the equivalent of €1000 in the currency in which the Sale will take place at the beginning of the Sale. An Additional Premium will be a percentage of the amount of the Hammer Price [+ Buyer’s Premium] calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

Vehicle Insurance
Representatives of Carole Nash insurance will be happy to assist with any insurance requirements for agreed value road risk, storage and transportation cover. Please feel free to contact Carol Nash anytime.

Carole Nash
+44 (0) 333 254 8664
blesstcarolenash.com

VMCC Statement of Search/Dating Certificates
The DVLA have revised their policy for the issuing of a VMCC Dating Certificate. Accordingly, any Vintage Motor Cycle Club Statement of Search Certificate issued before serial number 18999, will no longer be accepted by the DVLA for dating and registration purposes due to the insufficient depth of information provided. Whilst Bonhams may refer to old style VMCC dating certificates in the catalogue description of a lot and their physical presence within the lot’s history file, the old style dating certificate cannot be relied upon as evidence in correspondence with the DVLA. In all cases, prospective bidders must satisfy themselves as to the date and manufacture of a machine and its major mechanical components prior to bidding. Please check the VMCC Library for replacement applications and further details.
Guide for Buyers

Do I need to bring my catalogue to the sale? Yes. Please ensure that you bring your catalogue to the sale as entry is by catalogue only. Each catalogue allows two people entry on the view and sale days. Further copies of the catalogue can be purchased at the sale venue.

How do I bid at the sale? In order to bid at the sale you will be required to complete a bidder registration form. We will also need to confirm your identification so please bring a passport or drivers licence with you.

Should you be unable to attend the sale but still wish to bid, you can either have an absentee or telephone bid. These forms can generally be found at the back of the sale catalogue.

Telephone bidding
Telephone bidding allows you to bid live as the auction is happening. You will need to complete a form which asks for your name, address, the telephone number(s) you wish to contact you on (it is advisable to add an additional number such as your mobile) and the lot number(s) you wish to bid on. For any reason we are unable to contact you on the telephone number(s) you leave on the form, please ensure that the highest bid column is completed (optional). A member of Bonhams staff will contact you a few lots prior to the lot(s) you wish to bid on and you will be instructed from there on. Please note that we do not operate telephone bids for lots with a low estimate below £500.

Absentee/Commission bidding
As with telephone bidding, you will need to complete a form with your name, address and the lot number(s) you wish to bid on. You will also need to enter the amount you are willing to bid up to for that lot (excluding premium & VAT). Bonhams will execute the bid as cheaply as possible on your behalf.

Please ensure the form is signed and dated at the bottom and disregard the client and paddle no. fields at the top of the form as this is for Bonhams use only. Once the form is completed you can either fax or post it back to our offices. Should you post the form back to our offices, please ensure it is posted in ample time prior to the sale day. If you are a first time bidder you must also provide proof of identity together with proof of address if not included on driving licence, e.g. utility bill/letter from tax authorities. This must be sent at the same time as your bidding form.

In order for the above forms to be accepted they have to be completed with buyer’s details, lot number(s), signed, and faxed/post to us no later than the morning of the sale day.

Live online bidding is available for this sale
Live online bidding is available for this sale and requires an additional level of registration prior to being approved to bid online. Please email bids@bonhams.com with “Live bidding” in the subject line no later than 48 hours before the auction to register for this service. Failure to register for this service at least 48 hours in advance of the sale will result in your account not being authorised for live bidding.

How fast will the auctioneer go?
The auctioneer will aim to sell +/- 90 lots of automobilia per hour and circa 30 vehicles per hour.

How can I pay?
It is important you are aware of the following regarding registration and payment:

The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued.

Furthermore, when making payment, the account from which the payment is sent must match the buyer’s details as per on the bidder registration form and the issued invoice.

We are unable to accept any third party payments. Should a third party payment be made this will result in a delay in your payment being processed and your ability to collect your purchase.

We accept the following methods of payment:

Bank transfer
Our bank details can be found on the general information page. Please quote your client number and invoice number as the reference. If paying by bank transfer, the amount received after the deduction of bank fees or for the conversion to pounds sterling, must not be less than the sterling amount payable on the invoice.

Payment by card
Debit issued by Visa and MasterCard only. There is no limit on value if payment is made in person using Chip & Pin verification.

Credit cards issued by Visa and MasterCard only. There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification. It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable for you for Lots exceeds that sum, the balance must be paid by other means.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions regarding card payments, please contact our Customer Services Department.

Payment by cheque
You may pay by sterling cheque but all cheques must be cleared (where possible) during the auction and immediately before you can collect your purchases, unless you have a cheque facility with Bonhams or we have received an assurance directly from your bank prior to the sale. Cheques generally take up to 10 working days to clear.

Payment by cash
We are happy to accept cash (in the currency in which the sale is conducted) but not to exceed £3,000. Any amount over £3,000 must be paid otherwise than in coins or notes.

Are there any other charges?
Like the vast majority of auctioneers Bonhams charge what is known as a Buyer’s Premium. Buyer’s Premium on all Spares & Memorabilia lots will adhere to Bonhams group policy, 25% up to £100,000 of hammer price, 20% from £100,001 to £200,000 of hammer price, and 12% on the balance thereafter. This applies to each lot purchased and is subject to VAT. Some lots may be subject to VAT on the hammer price. These lots will be clearly marked with a dagger (†) printed beside the lot number in the catalogue.

PLEASE NOTE FROM THE 1 SEPTEMBER 2018:
For Motorcycles the Buyer’s Premium will be 15% on the first £500,000 of the Hammer Price of each Lot, and 12% on the balance thereafter.

When can I clear my purchases?
Once full payment has been received, purchases can be cleared (where possible) during the auction and immediately after the auction. Any machine not collected by 11am on Monday 15 October will be uplifted to storage at the buyer’s cost. Should you have difficulty collecting your purchased lots by the given time, please notify a member of staff during or directly after the sale.

Can someone deliver the motorcycle for me?
Bonhams do not transport vehicles. However representatives from our preferred carriers - Polygon Transport - are present at every sale and can quote a price to deliver the motorcycle to you. Polygon’s contact details are listed in the sale catalogue.

Are there any warranties offered with the motorcycles?
No. All vehicles are offered on an ‘as seen’ basis. It is wise if possible to bring a professional mechanic with you to fully inspect the motorcycle. It is also advised that the motorcycle is checked before road use. The fully illustrated catalogue will describe the vehicles to the best of our ability on information supplied. Should we receive pertinent information after the publication of the catalogue, we shall affix what is known as a sale room notice (SRN) to the vehicle. A list of all SRNs will be available by the time the vehicles are presented for view. We are happy to offer our opinion as to the integrity of the vehicle at the sale, however you should accept this is an opinion only and should not be relied upon. In short, you should satisfy yourself as to the completeness, condition and integrity of any lot prior to bidding. It is also important to note that some illustrations are historical and may show the vehicle in a better condition than now offered.

Can I change my mind after I have purchased a lot?
No. Lots are not sold as an option and there is no ‘cooling off’ period. Once the auctioneer drops the hammer a contract is made and you are obligated to proceed with the said contract.

Can I view the files that accompany the vehicles?
Yes, we should have all motorcycle files available for inspection during the view.

Motorcycle Frame and Engine Numbers
It is not uncommon in the life of a motorcycle for either the frame or the engine to be changed and as a consequence, the frame and engine numbers to be altered. Buyers must check by personal inspection that frame and engine numbers recorded in the catalogue description or on the registration documents correspond with those on the machine. Buyers must also satisfy themselves whether the physical number stampings on a machine are consistent with original factory stamps for that lot.

Keys and Documents
Motorcycles are offered with and without keys and documents. It is the buyers responsibility to inspect the lot at the sale to satisfy oneself as to the completeness, integrity and presence of keys, spares and documentation. The catalogue will not necessarily list such sad items.

Important V5/V5C Information
In order to comply with the Driver and Vehicle Licensing agency’s (DVLA) procedures for updating a change of keeper for a motor vehicle, Bonhams has now changed their policy on the handling of V5 registration documents, upon full payment by the buyer. If we have not received confirmation of the new keeper’s name and address 14 days from the date of Sale, we will write to you requesting this information. If, after 28 days from the date of Sale, we still have not had contact from you, we will update the new keeper to the name and address shown on your Bonhams client account. Should your address be from outside the United Kingdom, we will inform the DVLA that the vehicle has been exported. If you wish the new keeper details to be updated in any other way please make contact with the Motorcycle department as soon as possible (contact details on page 4 of this catalogue).

Please note: Once the V5C has been updated by the DVLA it cannot be reversed. Please note DVLA’s processing time for V5C’s is 4 – 6 weeks.

Vehicle Tax Disc
Vehicle tax is no longer transferable from owner to owner. For more information on taxing your vehicle, please visit www.gov.uk/vehicle-tax

You can tax the vehicle using the New Keeper Supplement (VSC/2) section of the vehicle registration certificate (VSC) online or by using DVLA’s automated phone service - 24 hours a day, 7 days a week on 0300 123 4521. Please note those machines sold without a V5C cannot be taxed online.

This guide should be read in conjunction with our full Conditions of Sale and Important Notices sections printed in this catalogue.
Your contacts for this sale

Motorcycle Specialists

London
James Stensel
+44 (0) 20 8963 2818
+44 (0) 8700 273 625 fax
james.stensel@bonhams.com

Bill To
+44 (0) 20 8963 2822
+44 (0) 8700 273 625 fax
bill.to@bonhams.com

Ben Walker
+44 (0) 20 8963 2819
+44 (0) 8700 273 625 fax
ben.walker@bonhams.com

Andy Barrett
+44 (0) 20 8963 2817
+44 (0) 8700 273 625 fax
andrew.barrett@bonhams.com

Malcolm Barber
+44 (0) 20 7468 8238
malcolm.barber@bonhams.com

Lancs, Yorks, N. Counties & Scotland
+44 (0) 1457 872 788
mark.garside@bonhams.com

Lancashire
+44 (0) 1204 491 737
alan.whitehead@bonhams.com

Lincs. & East Anglia
+44 (0) 1507 481 890
david.hawtlin@bonhams.com

Shropshire, Glos & Wales
+44 (0) 1299 270 642
jim.reynolds@bonhams.com

Herts, Beds, Bucks & Oxon
+44 (0) 1494 758 838
martin.heckscher@bonhams.com

Home Counties
+44 (0) 127 629 413
david.hancock@bonhams.com
+44 (0) 20 8302 7627
colin.seeley@bonhams.com

Wilt, Hants, Glocs, Berks & Somerset
+44 (0) 1380 816 493
greg.pullen@bonhams.com

Hants & Dorset
+44 (0) 1794 518 433
mike.jackson@bonhams.com

Devon, Cornwall & Somerset
+44 (0) 1872 250 170
jonathan.vickers@bonhams.com

France
+33 (0) 142 611 011
eumotorcycles@bonhams.com

Italy
+39 333 564 3610
gregor.wenner@bonhams.com

Germany
+49 160 94984316
paul.gockel@bonhams.com

USA
Claire Mallory
+1 (323) 436 5470
craig.mallory@bonhams.com

Motorcycle Administrator
Kristi Lavis
+44 (0) 20 8963 2817
kristi.lavis@bonhams.com

Buyers/Sellers Accounts
+44 (0) 20 7468 8240
+44 (0) 20 7447 7430 fax

Catalogue subscriptions
+44 (0) 1666 502 200
+44 (0) 1666 505 107 fax
subscriptions@bonhams.com

Press Office
Poppy McKenzie Smith
+44 (0) 20 7468 8363
poppy.mckenzie.smith@bonhams.com

Recommended Transporters
Polygon Transport
+44 (0) 2380 871 555
polygon@polygon-transport.com
www.polygon-transport.com

Recommended Vehicle Insurer
Carole Nash
+44 (0) 333 254 8604
bikes@carolenash.com

Where to find us at the Staffordshire County Showground

From M6 travelling North, exit at Junction 14, signposted A518 Uttoxeter. The Staffordshire County Showground is situated on the A518 approximately 5 miles from the motorway.

Address
Sandylands Centre
Staffordshire County Showground
Weston Road
Stafford
ST18 0BD
**Motorcycle Spares and Memorabilia**

All purchased lots must be cleared from the sale venue by 11am Monday 15 October 2018.

All un-collected purchased lots shall then be removed to Bonhams storage facility at:

**Bonhams Oxford**
Banbury Road
Shipton on Cherwell
Kidlington
Oxford
OX5 1JH

Lots will be available for collection from 10am Thursday 18 October 2018 by appointment only.

To arrange collection please contact the Motorcycle Department +44 (0) 20 8963 2817 or ukmotorcycles@bonhams.com to make an appointment.

All lots will be charged a minimum of £10+VAT uplift and storage at £1+VAT per day per lot.

All lots marked with a ◊ will be charged £25+VAT uplift and storage at £5+VAT per day per lot.

All lots marked with a ◊◊ will be charged £50+VAT uplift and storage at £10+VAT per day per lot.

All lots marked with a ◊◊◊ will require specific shipping and storage arrangements, as they are either extremely large or heavy objects. Please contact the Motorcycle Department for detailed information in advance of bidding. Failure to contact the department may result in your purchased lot(s) being uplifted to an offsite store at your expense.

**Motorcycles**

Vehicles must be collected from the sale venue by 11am Monday 15 October. Buyers should satisfy themselves that they have collected all relevant log books, documents and keys relating to their Lot(s) at time of collection. Otherwise Lots shall be removed to store in Chobham at the Buyer’s expense (see below). Lots are at the Buyer's risk from the fall of the hammer. It is strongly advisable that overseas purchasers and absentee bidders make arrangements regarding collection with Bonhams in advance of Sale.

**Removal and Storage of Vehicles**

All Lots not removed in accordance with the above will be transported by Polygon Transport to store in Chobham. Please contact Polygon Transport to make arrangements for the collection/delivery of your lot:

**Polygon Transport**
+44 (0) 2380 871 555
+44 (0) 2380 862 111 fax
polygon@polygon-transport.com
www.polygon-transport.com

Purchases can only be released once full settlement (inclusive of all charges) of all invoices issued to the buyer is received in cleared funds.

Lots will be available for collection from store in Chobham from 12 noon Tuesday 16 October, by appointment with Polygon Transport.

**Vehicle Removal charges to store in Chobham**

- £115 + VAT per motorcycle
- £165 + VAT per motorcycle combination

**Storage charges**

- £10.00 + VAT per day per motorcycle
- £16.00 + VAT per day per motorcycle combination

**Limited transport is available to Oxfordshire by request with Polygon Transport at**

- £100 + VAT per motorcycle
- £145 + VAT per motorcycle combination

**Transport and Shipping**

A representative of Polygon Transport, Bonhams preferred carriers, will be at the Sale and can arrange national and international transportation as agent for the Buyer or the Seller (as the case may be).

**Polygon Transport**
Care of Cars International
Alpha 319
Chobham Business Centre
Chertsey Road Chobham
Surrey
GU24 8JB
NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, including Bidders and 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 into this Notice to Bidders. It is available on 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.

IMPORTANT: Additional information applicable to the Sale 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 as well. Announcements affecting the Sale 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.

1. OUR ROLE

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams’ job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders in this role and does not give advice to Buyers or Bidders. When it or its staff make statements about a Lot or a Lot’s contract or tort) in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in fact, and undertakes no obligation or duty (whether in

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry 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. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, 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 good 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 may 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 parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise 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 and tests. Please ask our staff for details.

Any person who damages a Lot will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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 that part of the Entry which is printed in bold letters and (except 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) only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

Estimates

In most 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 where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an estimate of value. It does not take into account any VAT or Buyer’s Premium payable or any other fees payable by the Buyer.

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale 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 Lots in the Catalogue. You should therefore check the date and time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has closed, to pull up any Lot for auction again. Auction speeds can exceed 100 Lots per hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to which the Lot is knocked down by the Auctioneer at the fall of the Auctioneer’s hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer.

Electronic currency converters may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screens.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our Bidding Forms, either our Bidder Registration Form, Absentee Bidding Form or Telephone Bidding Form. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a Sale to any person even if that person has completed a Bidding Form.

381x595

LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screens.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our Bidding Forms, either our Bidder Registration Form, Absentee Bidding Form or Telephone Bidding Form. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a Sale to any person even if that person has completed a Bidding Form.

381x595

LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screens.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our Bidding Forms, either our Bidder Registration Form, Absentee Bidding Form or Telephone Bidding Form. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a Sale to any person even if that person has completed a Bidding Form.

381x595

LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.
Bidding in person
You should come to our Bidders registration desk at the Sale venue and fill out a Bidders Registration Form on, or if possible, before the day of the Sale. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer’s. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidders Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidders of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidders registration desk.

Bidding by telephone
If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax
Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if you or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer’s bidding increments. New Bidders must provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet
Please visit our Website at http://www.bonhams.com for details of how to bid via the internet.

Bidding through an agent
Bids will be accepted as placed on behalf of the person named as the principal on the Bidding Form although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent’s authority to bid. Nevertheless, as the Bidding Form explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for Lots at the Sale.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer’s Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent’s client’s identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer’s Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer’s Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

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. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer’s Agreement. All the sums payable to us by the Buyer are subject to VAT. For this Sale the following rates of Buyer’s Premium will be payable by Buyers on each lot purchased:

(a) Motor Cars and Motorcycles
15% on the first £500,000 of the Hammer Price
12% from £500,001 to £1,000,000 of the Hammer Price
(b) Automobilia
25% up to £175,000 of the Hammer Price
20% from £175,001 to £3,000,000 of the Hammer Price
12.5% from £3,000,001 of the Hammer Price

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The Buyer’s Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the Hammer Price of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked “AR” in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

<table>
<thead>
<tr>
<th>Hammer Price</th>
<th>Percentage amount</th>
<th>Exceeding €500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>From €0 to €50,000</td>
<td>4%</td>
<td>0.25%</td>
</tr>
<tr>
<td>From €50,001 to €200,000</td>
<td>3%</td>
<td>0.5%</td>
</tr>
<tr>
<td>From €200,001 to €500,000</td>
<td>1%</td>
<td>0.5%</td>
</tr>
<tr>
<td>From €500,001 to €5,000,000</td>
<td>0.5%</td>
<td></td>
</tr>
<tr>
<td>Exceeding €5,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. VAT
The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buyer’s Premium:

† VAT at the prevailing rate on Hammer Price and Buyer’s Premium
\* VAT on imported items at the prevailing rate on Hammer Price and Buyer’s Premium

Goods bought exempt from VAT at the Hammer Price and subject to VAT at the prevailing rate on the Buyer’s Premium

Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer’s Premium

* Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer’s Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer’s Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate will be added to Buyer’s Premium which will be invoiced on a VAT inclusive basis.

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) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams’ preferred payment method is by bank transfer.

You may electronically transfer funds to our Trust Account. If you do so, please quote your paddle number and invoice number as the reference. Our Trust Account details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 53 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society; at cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

NTB/MOT/8.2018
Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & PIN verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lot(s) exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & PIN verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regard to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licences please contact Alban Shipping on +44 (0) 1582 493 059 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5189. The need for import licences varies from country to country 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 permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-ens/imports-exports/cites/ or may be requested from:
Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EF
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS’ LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for breach of contract (whether direct or indirect) or any other liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control for which we are legally responsible), or (iii) acts or omissions for which we are liable under the terms of the Sale (or any other agreement between us and the Seller). The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. CLOCKS 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 and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, charge of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Bidders should be aware that the importation of watches such as Rolex, Franck Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

16. GUNS SOLD AS PARTS

Barrels of guns sold as parts will only be made available for sleeping and measuring once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the “of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun’s original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer’s certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status for the firearm(s)) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful Bidder is then unable to produce the correct paperwork, the Lot(s) will be reoffered by Bonhams in the next appropriate Sale, on standard terms for Sales, and you will be responsible for any loss incurred by Bonhams on the original Sale to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked ‘S1’ and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked ‘S2’ and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD Licence or import licence.

Lots marked ‘S5’ and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a ‘SS8’ and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

As a Seller of these articles, Bonhams undertakes to comply fully with CITES and DEFRA regulations. Buyers are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.
18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no Guarantee as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone.

In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognized laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale.

Estimated Weights

If a stone(s) weight appears within the body of the Description in capital letters, the stone(s) has been unmounted and weighed by Bonhams. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/these settings, and the stated weight is a statement of our opinion only. This information is given as a guide and Bidders should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker’s name appears in the title, in Bonhams’ opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in Bonhams’ opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in Bonhams’ opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

• “Bill Brandt”: in our opinion a work by the artist.
• “Attributed to Bill Brandt”: in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
• “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist.
• “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the Catalogue have the following meanings but are subject to the general provisions relating to Descriptions contained in the Contract for Sale:

• “Jacopo Bassano”: in our opinion a work by the artist. When the artist’s forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
• “Attributed to Jacopo Bassano”: in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
• “Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist’s direction;
• “Circle of Jacopo Bassano”: in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
• “Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil;
• “Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date;
• “After Jacopo Bassano”: in our opinion, a copy of a known work of the artist;
• “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist;
• “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our Catalogues we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Some Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished, in our Catalogue reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the Catalogue and the Sale and that corks may fail as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of publication of the Catalogue and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of Lots of identical size of the same wine, bottle size and Description. The Buyer of any of these Lots has the option to accept some or all of the remaining Lots in the parcel at the same price, although such options will be at the Auctioneer’s sole discretion. Absentee Bidders are, therefore, advised to bid on the first Lot in a parcel.

Wines in Bond

Wines lying in Bond are marked ∆. All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the Hammer Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Hammer Price on the invoice.

Bidders must notify Bonhams at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a Lot is taken under Bond, the Buyer will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Bottling Details and Case Terms

The following terms used in the Catalogue have the following meanings:

– CB – Château bottled
– DB – Domaine bottled
– EstB – Estate bottled
– BB – Bordeaux bottled
– BE – Belgium bottled
– FB – French bottled
– GB – German bottled
– OB – Oporto bottled
– UK – United Kingdom bottled
– twc – original wooden case
– wwc – individual wooden case
– ooc – original carton

NTB/MOT/8.2018
SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.

TP Objects displayed with a TP will be located at the Cadogan Terrace Warehouse and will only be available for collection from this location.

W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.

Ω Wines lying in Bond.

AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

 circa The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.

Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.

Φ This Lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller’s liability in respect of the quality of the Lot, it’s fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller’s agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

2 SELLER’S UNDERTAKINGS

2.1 Subject to any alterations expressly identified as such in the Catalogue, the Seller undertakes to you that;

2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;

2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sets the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;

2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being this part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Catalogue which has been provided to the Catalogue, being this part of the Lot Description in the Catalogue and/or the Notice to Bidders or by an insert in the Catalogue, or by conduct, or otherwise, and whether any such alteration is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, they are printed in italics.

Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams.

No such Description or Estimate is incorporated into this Contract for Sale.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

4 RISK, PROPERTY AND TITLE

5 PAYMENT

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.

Your obligation to pay the Purchase Price is not affected by any existing dispute between you and Bonhams in respect of the Lot.

6 COLLECTION OF THE LOT

Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you at your own expense from Bonhams’ custody and/or control or from the Storage Contractor’s custody in accordance with Bonhams’ instructions or requirements.

4.2 The contract is made on the fall of the Auctioneer’s hammer in respect of the Lot when it is knocked down to you.

5.1 Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer’s hammer until you obtain full title to it.

5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by Bonhams.

6.1 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 with you by Bonhams on the Sale of the Lot in which case you must comply with the terms of that agreement, all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

6.2 You will collect and remove the Lot at your own expense from Bonhams’ premises or from the Storage Contractor without any further charge.

6.3 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

6.4 You will be wholly responsible for any removal, storage or other charges or Expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, Expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.
8 FAILURE TO PAY FOR THE LOT

8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in 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 immediately the Contract for Sale of the Lot 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 retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or for damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the rate of 5% per annum above the base rate of National Westminster Bank Plc 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;

8.1.7 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 Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of the Lot or part thereof;

8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or at any other auction or by private treaty until all sums due under the Contract for Sale have been paid in full in cleared funds;

8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and

8.1.10 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 the Sale or 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 by you.

8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.

8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER’S LIABILITY

9.1 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.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer, 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 inadequacy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made 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;

9.3.1 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller’s liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.3.2 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller’s liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailiff’s duty, restitutionary claim or otherwise;

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (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 Seller’s control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not 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 operate or be deemed to operate as a waiver of his rights under it except 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 if 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 prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication 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 c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Catalogue (unless notice of any change of address is 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 within any applicable time period.

10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams’ officers, employees and agents.

10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.

10.8 In the Contract for Sale “including” means “including, without limitation”.

10.9 References 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.

10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.

10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.

10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams’ holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

NTB/MOT/8.2018
11 GOVERNING LAW

All transactions to which the Contract for Sale 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 and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.

1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to in this agreement, this is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.

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

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;

1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we 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;

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

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 in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including 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.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:

3.1.1 the Purchase Price for the Lot;

3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each Lot, and

3.1.3 if the Lot is marked RA, an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the Sale was conducted, unless otherwise agreed by us in writing, of the methods of payment set out in the Notice to Bidders. Our Invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us are subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer’s Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of Lots have been knocked down to 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 amounts due to Bonhams.

4 COLLECTION OF THE LOT

Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.

4.1 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.

4.2 For the period referred to in paragraph 4.1, 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 may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

4.3 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the “Storage Contract”) 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 minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.4 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

4.5 You will comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor’s premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

4.6 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

4.7 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur including any charges due under the Storage Contract, all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailie to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party’s premises, the Lot will be held by such third party strictly subject to Bonhams’ order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.
6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the Purchase Price to us will the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

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 removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the Lot;

7.1.3 to remove, and/or store the Lot at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc 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;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;

7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months’ written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months’ written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer’s Premium (or where you have purchased more than one Lot pro-rata to the Buyer’s Premium on each Lot) and thirdly to any other sums 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 of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days from receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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 recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or

8.1.2 deliver the Lot to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and

9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.

9.3 Paragraph 9 will not apply in respect of a Forgery if:

9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.

9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 121(2) and (122) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.

9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a stamp or stamps or a Book or Books.

10 OUR LIABILITY

10.1 We 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 lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams’ Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:

10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
11.2 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 or air mail or fax transmission (if 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 (unless notice of any change of address is 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 within any applicable time period.

10.3.1 We will not be liable to you for any loss of business, business profits, revenue or income or for loss of business reputation or for disruption to Business or wasted time on the part of the Buyer’s management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

12 GOVERNING LAW

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 is 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. Bonhams has a complaints procedure in place.

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 consents) 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 may have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

“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 2006 which is payable by the Buyer to Bonhams on or before the Lot marked [AR] which sells for a Hammer Price which together with the Buyer’s Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale used in the European Central Bank Reference rate prevailing on the date of the Sale).

“Auctioneer” the representative of Bonhams conducting the Sale.

“Bidder” a person who has completed a Bidding Form.

“Bidding Form” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

“Bonhams” Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer’s Agreement, the Conditions of Business and the Notice to Bidders by the words “we”, “us” and “our”.

“Book” a printed Book offered for Sale at a specialist Book Sale.

“Business” includes any trade, Business 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 by the words “you” and “your”.

“Buyer’s Agreement” the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

“Buyer’s Premium” the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

“Catalogue” the Catalogue relating to the relevant Sale, including any representation 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 Bidder or potential Bidder by Bonhams on behalf of the Seller.

“Conditions of Sale” the Notice to Bidders, Contract for Sale, 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” a natural person who is acting for 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 theLots to be offered for Sale by Bonhams.

“Contract for Sale” the Sale contract 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 photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale 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 its 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 legal Expenses, 
banking charges and Expenses incurred as a result of 
an electronic transfer of money, charges and Expenses 
for loss and damage cover, insurance, Catalogue and 
other reproductions and illustrations, any customs duties, 
advertising, packing or shipping costs, reproductions rights' 
fees, taxes, levies, costs of testing, searches or enquiries, 
preparation of the Lot for Sale, storage charges, removal 
charges, removal charges or costs of collection from the Seller 
as the Seller's agents or from a defaulting Buyer, plus VAT 
if applicable.

"Forgery" an imitation intended by the maker or any other 
person to deceive as to authorship, origin, 
authenticity, style, date, age, period, provenance, culture, 
source or composition, which at the date of the Sale had 
a value materially less than it would have had if the Lot had 
not been such an imitation, and which is not stated to be such 
an imitation in any description of the Lot. A Lot will not be a 
Forgery by reason of any damage to, and/or restoration and/or 
modification work (including repainting or over painting) 
having been carried out on the Lot, where that damage, 
restoration or modification work (as the case may be) does not 
substantially affect the identity of the Lot as one conforming 
to the Description of the Lot.

"Guaranteed" the obligation undertaken personally by 
Bonhams to the Buyer in respect of any Forgery and, in 
the case of specialist Stamp Sales and/or specialist Book Sales, a 
Lot made up of a Stamp or Stamps or a Book or Books as set 
out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Lot 
is conducted at which a Lot is knocked down by the Auctioneer.

"Loss and Damage Warranty" means the warranty described 
in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described 
in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its Sale 
at auction or 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 
of the same Lot which are offered for Sale as one Lot).

"Motoring Catalogue Fee" a fee payable 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.

"Notional Charges" the amount of Commission and VAT 
which would have been payable if the Lot had been sold at 
the Notional Price.

"Notional Fee" the sum on which the Consignment Fee 
payable to Bonhams by the Seller is based and which is 
calculated according to the formula set out in the Conditions 
of Business.

"Notional Price" the latest in time of the average of the high 
and low Estimates given by or to you in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot.

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

"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, Expenses 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. Where the person so named identifies on the 
form another person as acting as his agent, or where the 
person named on the Contract Form acts as an agent for a 
principal (whether such agency is disclosed to Bonhams or 
not), "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 "your".

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

"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 8.3.3 of the Conditions of Business or paragraph 
4.4 of the Buyer's Agreement (as appropriate).

"Terrorism" means any act or threatened act of terrorism, 
whether any person is acting alone or on behalf of or in 
connection with any organisation(s) 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.

"Trust Account" the bank account of Bonhams into which 
all sums received in respect of the Purchase Price of any 
Lot will be paid, such account to be a distinct and separate 
account to Bonhams' normal business bank account.

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

"Website" Bonhams Website at www.bonhams.com.

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

"Without Reserve" where there is no minimum price at which 
any 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 
tended to give you an understanding of those expressions but 
is not intended to limit their legal meanings:

"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 by the creator of it as set out in the 
Artists Resale Right Regulations 2006.

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

"indemnity": an obligation to put 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 construed 
accordingly.

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

"knocked down": when a Lot is sold to a Bidder, indicated 
by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the 
Lot to retain possession of it.

"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 
doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

*Section 12 Implied terms about title, etc*

(1) In a contract of sale, other than one to which subsection 
(3) below applies, there is an implied term on the part of 
the seller that in the case of a sale he has a right to sell 
the goods, and in the case of an agreement to sell he 
will have such a right at the time when the property is to 
pass.

(2) In a contract of sale, other than one to which subsection 
(3) below applies, there is also an implied term that-

(a) the goods are free, and will remain free until 
the time when the property is to pass, from any 
charge or encumbrance not disclosed or known 
to the buyer before the contract is made, and

(b) the buyer will enjoy quiet possession of the goods 
except in so far as it may be disturbed by the 
owner or other person entitled to the benefit of 
any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the 
case of which there appears from the contract or is 
to be inferred from its circumstances an intention that 
the seller should transfer only such title as he or a third 
person may have.

(4) In a contract to which subsection (3) above applies there 
is an implied term that all charges or encumbrances 
known to the seller and not known to the buyer 
have been disclosed to the buyer before the contract is 
made.

(5) In a contract to which subsection (3) above applies there 
is also an implied term that none of the following 
will disturb the buyer's quiet possession of the goods, namely:

(a) the seller;

(b) in a case where the parties to the contract intend 
that the seller should transfer only such title as 
a third person may have, that person;

(c) anyone claiming through or under the seller or 
that third person otherwise than under a charge 
or encumbrance disclosed or known to the buyer 
before the contract is made.

(5A) As regards England and Wales and Northern Ireland, 
the term implied by subsection (1) above is a condition 
and the terms implied by subsections (3), (4) and (5) above 
are warranties.*
Please email or fax the completed Auction Registration form and requested information to:

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

*together with a letter authorising the individual to bid on

Corporate clients should also provide a copy of their ID - passport, driving licence, ID card, together with proof

Notice to Bidders.

Would you like to receive information from provided by third parties.

provide you with information about goods and services which means our subsidiaries, our ultimate holding

101 New Bond Street, London W1S 1SR United Kingdom

requested by post from Customer Services Department,

information was disclosed). A copy of our Privacy Policy (subject to any additional specific

Data protection – use of your information

by bidders and buyers and limit Bonhams' liability to

These Conditions also contain certain undertakings

buying at the Sale. You should ask any questions you

you make and other terms relating to bidding and

out the charges payable by you on the purchases

This sale will be conducted in accordance with

Please circle your bidding method above.

Registration and Bidding Form

Please leave lots "available under bond" in bond Please include delivery charges (minimum charge of £20 + VAT)

FOR WINE SALES ONLY

Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Your signature: Date:

Telephone evening Fax

City County / State

Sale title: Sale date: