NOTE TO BIDDERS

This notice is addressed to Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including auction attendees, Bidders and potential Bidders (including any eventual purchaser or Buyer). 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 at Appendix 3 at the back of the Catalogue or can be found on our website. 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 in the Lot Descriptions and printed in italics. You should ensure that you are aware of all such information which are in the Lot Descriptions, they are printed in italics. You should ensure that you are aware of all such information which are applicable to the Sale. If you have any doubt or if there is any matter which you do not understand you should consult someone who does to advise you. We can assist in providing you with details which are not available within this notice.

Prices below and above the Estimates, so Estimates should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

Condition Report

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot’s general physical condition. If you do so, this will be provided free of charge at the time you request it. This charge is for the cost of the report and it is not an indication of or any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You are required to deliver to us one of our Bidding Forms, either our Bidding Registration Form, Absentee Bidding Form or Telephone Bidding Form in order to bid at our Sales. If you have not recently updated your registration details with us, you must pre-register to bid at least two working days before the Sale at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are an employee, your company’s certificate of incorporation or the relevant documentation with your name and registered address, government issued proof of your current address, documentary proof of your banker’s address (a letter of account number) and a telephone number which can be contacted at all times.

We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a Bidder, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the Sale of any Lot at our discretion while we complete our registration and identification enquiries, and to cancel the Sale of any Lot if we are of the view that you should not be a participant at our Sale. You should be aware that such a decision would be unlawful or otherwise cause liabilities for the Seller or Bonhams or be detrimental to Bonhams’ reputation.

Bidding in person

If you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidding registration desk at the Sale venue and fill out a Registration and Bidding Form on (or if the telephone connection is interrupted during bidding. Please do not let anyone else use your padder as all Lots will be invoiced to the name and address given on your Bidding 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 Bidder of, a particular Lot, you should 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 identification to the Bidding registration desk.

Bidding by telephone

If you wish to bid at the Sale by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please return it to the office 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 active before the start of the Sale. Should you be unsuccessful on a bid or if the telephone connection is interrupted during bidding. Please contact our telephone bank to have your call recorded.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and can be completed and sent to the Office in order to bid at the Sale, once you have pre-registered for the Sale have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two 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.

Additional documentary evidence is required, a copy of which 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 same or a similar Lot. The information required will be sent to you by the Office to the nearest amount consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity and address before 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.

Bonhams will not be liable for service delays, interruptions or other failures attributable to the use of the internet or to communication, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids are accepted by Bonhams on behalf of an agent exclusively by and on behalf of the person named on the Bonhams Bidding Form unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above on your own behalf and with full
details of your principal, and we will require written confirmation from your due diligence requirements, details of your principal, and we will require written confirmation from your due diligence requirements.

You are specifically referred to your due diligence requirements, in accordance with the terms of the Buyer’s Agreement, which are subject to your due diligence requirements as a matter of law. In the event of any dispute, either party may refer the same to arbitration in accordance with the rules of the LCIA (London Court of International Arbitration). The costs of arbitration shall be borne equally by the parties unless the arbitral tribunal otherwise determines. The language of the arbitration shall be English.

The Buyer and the Seller shall each appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator who shall act as chairman. The decision of the arbitration tribunal shall be final and binding on the parties in accordance with the LCIA rules. The arbitration shall take place in London and shall be in English. Both parties agree to be bound by the arbitral tribunal’s decision, which shall be final and binding.

The parties agree that the arbitration shall be final and binding on both parties and that any award made by the arbitral tribunal shall be final and binding on both parties, and that the award shall be enforceable in any court of competent jurisdiction. Nothing in this paragraph shall be construed to limit either party’s right of appeal from an arbitral award. Each party waives any right to appeal from any award in any arbitration conducted under the rules of the LCIA.

13. CITES REGULATIONS

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 for any negligent or fraudulent misdescription or misstatement of fact or omission or misdescription of any Lot in any description of a Lot or any Estimate in respect of it, whether contained in the Catalogue, whether written or oral, or in any other medium. Neither we nor the Seller will be liable for any loss of business, profits, revenue, or income, for loss of reputation, or for loss of goodwill. Neither we nor the Seller will be liable for any breach of contact or any statutory duty, restitutionary claim or otherwise.

14. THE SELLERS AND/OR BONHAMS’ LIABILITY

Neither we nor the Seller shall be liable for any loss of business, profits, revenue, or income, for loss of reputation, or for loss of goodwill. Neither we nor the Seller will be liable for any breach of contract or any 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 of any Lot, or any Lot in respect of which we are liable, whether in contract or tort, we are entitled to recover all our costs and expenses, including reasonable legal fees and disbursements. If we are entitled to recover any such costs and expenses, then you agree to indemnify and hold us harmless in respect of all claims, demands, actions, proceedings, and costs, including reasonable legal fees and disbursements, whether or not successful, which we incur in connection with such claims, demands, actions, proceedings, and costs.

15. BOOKS

As stated above, all Lots are sold on an “as is” basis, subject to all buxus, imperfections and errors of description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the Buyer’s Agreement. Please note that Lots comprising printed Books, unnumbered or bound manuscripts are not liable to VAT on the Buyer’s Sale if the Book is in working order. As clocks and watches often contain fine and complex mechanisms, bidders should be aware that a general service,
has obtained certificates for any Lot in the Sale those certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavour to provide certificates from recognised laboratories for fire arms and firearms, it is not possible for Bonhams to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the firearms may have been tested.

Neither Bonhams nor the vendor are aware of any other firearms having the same characteristics as the firearm under discussion and wishing to acquire similar firearms, as in the possession of the vendor, are advised to consult the Firearms Act 1968 as amended and regulations issued thereunder. You should satisfy yourselves, by whatever means you may choose, as to the originality of any firearm.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for viewing and measurements on application. They are uninsured according to the Gun Barrels 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 features which may impact the immediate safety of a firearm in normal use. An intending Bider unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidder are advised to consult the - bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where 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 Guns 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, a new licence is required to see, as well as to buy, any firearm. If the licence under which you purchased your firearm expires or is lost, you will then be unable to produce it. In these circumstances, the terms of your firearms licence may be reviewed. Failure to comply with these amendments may result in the denial of your right to acquire firearms or ammunition.

When it is necessary to sell a firearm to a third party, you will be required to produce the original or a certified copy of the firearm licence. The auctioneer is required to keep a record of each firearm licence used for the purpose of sale and the nature of the transaction. The record is stored until such time as the firearm is removed from the sale record. All firearms and ammunition are subject to the provisions of the Firearms Act 1968 as amended. The licence holder is responsible for any loss incurred by third parties during the sale of firearms. The sale of firearms and ammunition is regulated by the Firearms Act 1968 as amended and the Firearms (Amendment) Act 2006. It is the responsibility of the clearance of firearms and ammunition from public sale. Therefore, if you are in any doubt about the compliance of firearms or ammunition, you should seek advice before submitting an offer for purchase. The following terms used in the catalogue are defined below:

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, in the interests of preserving the records of cars in its possession, would, in the event of a decision by the owner to sell a vehicle, 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 enquires 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 everyday drinking.

Examining the wines

It is occasionally possible to provide a Pre-Sale tasting for larger parties on request. This is generally limited to no more than 5 litres at a time.

Options to buy parcels

A parcel is a number of Lots of identical size of wine, bottle size and description. The Buyer of any of these Lots has the option to select 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.

Wines in Bond

Wines lying in Bond are marked Δ. All Lots sold under Bond, and which are taken 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.

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

1. A parcel is a number of Lots of identical size of wine, bottle size and description. The Buyer of any of these Lots has the option to select 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.

Bottling Details and Case Terms

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

1. Wines lying in Bond are marked Δ. All Lots sold under Bond, and which are taken 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.

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

1. Wines lying in Bond are marked Δ. All Lots sold under Bond, and which are taken 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.

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

1. Wines lying in Bond are marked Δ. All Lots sold under Bond, and which are taken 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.
APPENDIX 1

BUYERS SALES CONTRACT WITH SELLER

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 on Bonhams’ website, and/or by oral announcements before and during the Sale. You should check these terms before you buy it.

1 THE CONTRACT

1.1 These terms and the relevant terms of Privacy Policy (subject to any additional specific consent 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 1RF or by email from info@bonhams.com

2.1.5 items consigned for sale by the Seller are not connected with or are not part of the Contract for Sale for the Lot for your benefit or contribution.

2.1.4 the Contractor may not use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent 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 1RF or by email from info@bonhams.com

1.1 The Seller does not make and does not agree to 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 will it be liable for any breach of any term that the Seller has made or any act, omission, statement, or representation of fact or of the nature, volume or source of any loss or damage alleged to be suffered or claim made by you in respect of any balance remaining from any sums due in accordance with this paragraph, the Seller becomes liable to pay the same until payment by you.

1.2 The Seller and the Seller’s liability in respect of the Lot is by an executor, trustee, liquidator, receiver or administrator, with or without any sums due in accordance with this paragraph, the Seller becomes liable to pay the same until payment by you.

1.8 You cannot induce any breach of any act, omission, statement, or representation which is not printed in full in the Catalogue or Estimate. No representation or statement other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or Estimate, are incorporated into this Contract for Sale. The Seller’s statements are made by an announcement by the Auctioneer, as principal, or such a person as his agent, and (ii) it is liable for any breach of any term that the Seller has made or any act, omission, statement, or representation of fact or of the nature, volume or source of any loss or damage alleged to be suffered or claim made by you in respect of any balance remaining from any sums due in accordance with this paragraph, the Seller becomes liable to pay the same until payment by you.
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, whether or not known to the Seller), and further that the Seller is liable under the Occupiers Liability Act 1957, or (ii) 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 any 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 or power not expressly waived.

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 is rendered by reason of any circumstances which 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 Bidding 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.

10.5 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 of Bonhams will, where appropriate, include reference to Bonhams’ offices, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its 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 10.8 unless otherwise agreed 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 vice versa. Any one or more 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 contains an immunity, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller or of the Buyer, or of any other person who is or is held to be under the Seller’s or Buyer’s control or for whom the Seller is legally responsible, whether or not known to the Seller, to the extent of any express waiver given to you 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.

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 where the Sale takes place and 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 WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the selling out different terms in the Catalogue for the Lot. You are advised to read an Appendix into this agreement and a separate copy can also be provided by us on request. Where warrants 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 such information is referred to it is incorporated into this agreement.

Except as specified in paragraph 10.12, the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (the “OFAC”) (or any other relevant sanctions authority) and further that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the

European Union or Her Majesty’s Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase have not been derived from or used in, or are otherwise connected with, any criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you do not under investigation for any criminal activity.

3.10 Where you are acting as agent for another party (“your Principal”), you undertake and warrant that:

3.10.1 you have conducted suitable due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations; and

3.10.2 you have a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted of any criminal activity, including without limitation money laundering or terrorist financing; and

3.10.3 funds used for your or your Principal’s purchases are not connected with or derived from any criminal activity, including without limitation money laundering or terrorist financing.

4 COLLECTION

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid us in cleared funds, everything due to the Seller and us in accordance with our instructions, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing.

4.2 You must collect and remove the Lot from your own expense by the date and time specified in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Seller may be removed elsewhere for storage and you must enquire from us as to when and where you may 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 authorize and instruct us to store the Lot and we are authorized to act as your agent 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 appropriate to Bonhams and the Storage Contractor (coupiss 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 If 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 you, and ourselves on the terms contained in the Storage Contract.

4.5 You undertake to comply with the terms of any Storage Contract and are in particular to pay and comply with all import or export regulations in connection with the Lot.

4.6 You will be wholly responsible for packing, handling and transporting the Lot or the Contract for Sale in accordance with all import or export regulations in connection with the Lot.
as bailie to you for damage to or the loss of 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 relevant section of the Catalogue, we may dispose of the Lot and we will not be under any liability to you for any balance we hold to apply any monies received from you for any purpose whether

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the Lot passes to you (or in payment of the Purchase Price to us in full in cleared funds and (ii) when invoices have been completed to our satisfaction under paragraph 3.11.3.

6.2 Please note however, that under the Contract for Sale, in the event you do not pay or to remove the Lot and part payments within 21 days from the date of the Sale, the Lot and the sum of the Purchase Price shall be forfeited. Failure to pay or to remove the Lot and part payments does not, for so long as such circumstances prevail, be required to return the Lot in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot was in accordance with the Catalogue, if the original invoice was made out by us in respect of the Lot and that it has been paid; and

6.3 within one month after such notification has been given, you shall return the Lot to us in the same condition as it was when you obtained it, or accompany evidence that the Lot is a forgery and details of the Lot and Sale number sufficient to identify the Lot.

6.4 The Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or the then current opinion of an expert or experts and such opinions are not accepted by you; or theLot 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.

6.5 You authorised us to carry out such processes and tests on the Lot as in our absolute discretion concern necessary to satisfy ourselves that the Lot is or is not a forgery.

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

6.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.

6.8 Paragraph 9 does not restrict any rights or liabilities of any party to a person other than you; and/or

6.9 where we are liable to you in respect of a Lot or any act, omission, statement, representation in respect of it, or this agreement or its performance and in damages, for an indemnity or contribution or for a restitution remedy or in any way whatsoever; our liability will be limited to payment of a sum which will not exceed the sum of the Purchase Price of the Lot plus Buyer’s Premium (less any sum you may be entitled to recover from the Seller) irrespective of any breach of the nature, volume or source of the loss alleged to be suffered, or sum claimed as due, and irrespective of whether the liability arises from negligence, tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.

10.3 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot or any act, omission, statement, representation in respect of it, or this agreement or its performance and in damages, for an indemnity or contribution or for a restitution remedy or in any way whatsoever; our liability will be limited to payment of a sum which will not exceed the sum of the Purchase Price of the Lot plus Buyer’s Premium (less any sum you may be entitled to recover from the Seller) irrespective of any breach of the nature, volume or source of the loss alleged to be suffered, or sum claimed as due, and irrespective of whether the liability arises from negligence, tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.

10.4 You may wish to protect yourself against loss by obtaining insurance.

11 BONGS Missing Exhibition or Illustrations

11.1 Where the Lot is made up wholly of a Block or Blocks and any Book does not contain text or illustrations (in either case referred to as a “non-conforming Lot”), we undertake a personal responsibility for such non-conforming Lot in accordance with the terms of this paragraph, if the original invoice was made out by us to you in respect of the Lot and that it has been paid; and

11.2 to perform such obligations. This paragraph does not apply to the

11.3 in respect of the Lot and part payments. We will not be liable for any loss of

11.4 of the Sale and details of the Sale and Lot number sufficient to identify the Lot but not the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or

11.5 that the Lot was in the Catalogue under “collections” or “collections and various” or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Book which are unnecessarily incomplete at the time of the Sale, accompanied by written evidence that the Lot was in accordance with the Catalogue and details of the Sale and Lot number sufficient to identify the Lot but not the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or

11.6 to protect our position and our legitimate interests. Without

11.7 that party’s respective obligations under this agreement

11.8 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 3.

12 MISCELLANEOUS

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

12.2 Our rights and obligations under any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any explicit waiver given and any act or omission by such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If any provision of this agreement is prevented from performing that party’s respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental, political, military, industrial action, nationalisation, expropriation, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to or cause increased cost, it is hereby agreed that 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 3.

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 recognize the legitimate interests of ourselves and the party making the claim 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 under our authority to the order of a person whom we think fit and we will be under no liability to you for doing so.

8.2 The discretion referred to in paragraph 8.1.1 is not exercisable unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

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

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

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

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

12.4 to recover the amounts due and legal costs associated therewith, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or other body, and/or

12.5 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax or transmission (if to [Bonhams manner stated at the address of the Company Secretary], or 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.

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

12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams’ officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

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

12.9 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.

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement is to be extended to a person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it is for the benefit of 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 each of those 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. The rights and benefits of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNMENT REGULATIONS

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of the United Kingdom where the Sale takes 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 in which the Sale takes place and 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

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to
Registration and Bidding Form
(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.

This sale will be conducted in accordance with Bonhams’ Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams’ liability to bidders and buyers.

Data protection – use of your information
Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s)) you may have given at the time your information was disclosed. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel may be of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box. Would you like to receive e-mailed information from us? if so please tick this box.

Notice to Bidders.
At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company’s behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

If successful
I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass these onto them. I will collect the purchases myself

Please answer all questions below
1. ID supplied: Government issued ID (if the ID does not confirm your address) current utility bill/bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company’s beneficial owners.

2. Are you representing the Bidder? If yes, please complete question 3.

3. Bidder’s name, address and contact details (phone and email): Address

Company Registration number (if applicable)

Company name (if applicable)

Tel: (mobile / landline)

E-mail (in capitals)

Customer Number

Title

First Name

Last Name

Company Registration number (if applicable)

Company name (if applicable)

Address

City

Post / Zip code

County / State

Telephone (mobile)

Country

Telephone (landline)

E-mail (in capitals)

Please answer all questions below
1. ID supplied: Government issued ID (if the ID does not confirm your address) current utility bill/bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company’s beneficial owners.

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3. Bidder’s name, address and contact details (phone and email): Address

Company Registration number (if applicable)

Company name (if applicable)

Tel: (mobile / landline)

E-mail (in capitals)

Telephone (mobile)

Country

Telephone (landline)

E-mail (in capitals)

Please answer all questions below
1. ID supplied: Government issued ID (if the ID does not confirm your address) current utility bill/bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company’s beneficial owners.

2. Are you representing the Bidder? If yes, please complete question 3.

3. Bidder’s name, address and contact details (phone and email):

Telephone or Absentee (T / A)

Lot no.

Brief description

MAX bid in GBP (excluding premium & VAT)

Covering bid

FOR WINE SALES ONLY

Please leave lots “available under bond” in bond

Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER’S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER’S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder’s Agent’s (please delete one) signature:

Date:

* 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. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form. Please email or fax the completed Auction Registration form and requested information to: Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com