NOTICE TO BIDDERS

This notice is addressed by Bonhams to anyone 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 of a Lot). For ease of reference we refer to such persons as “Bidders” or “you”.

5. BIDDING

YOU are invited to complete and deliver to one of our Bidding Forms, either our Bidders 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 a company, your certificate of incorporation or relevant documentation with your name and registered address, government issued proof of your current address, documentary proof of your bank account and your bank’s customer identification number. We may also request a financial reference and/or deposit from you, prior to 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 Bider, 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 at our discretion at any time before the end of the Sale (excluding the Procedure of your withdrawal or bid as described in the Conditions of Sale).

If you have previously pre-registered to bid or have updated your existing registration recently, you should come to our Bidders registration desk at the Sale venue, and fill out a Registration and Bidding Form on (or the day before) the day of the Sale. (The Bidders Registration Form and the Security Card Form are sometimes referred to as “padlock bidding”.) You will be issued with a large card (a “padlock”) with a printed number on it. This will be attached to your paddle and serve as the basis upon which you bid. 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 Bidders. 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 have been successful at a particular auction lot or not, we advise that you 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 padlock or Bidders 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 then return it to the office in charge of the relevant 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 available for 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 Bidders. You should not let anyone else use your telephone 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 or, whether you have been successful at a particular auction lot or not, we advise that you 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 padlock or Bidders Registration desk.

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 in charge of the relevant Sale, once you have pre-registered to bid or 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 Absentee Bidders submit identical bids for a Lot, the first bid received takes precedence. 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 addition to the service is complimentary and is therefore free. All bids made on your behalf will be made at the lowest possible level subject to Reserves and other bids made for the same Lot. The highest bid received will be invoiced to the address nominated by the Bidder, in the event of a tie, the last name and address nominated by the Bidder will be invoiced. 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 check with us if you have any queries.

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 to any extent and in no event shall Bonhams be held responsible for any loss or damage of any kind suffered as a result of the use of the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids may be submitted exclusively by e-mail on behalf of the person named on the 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 both on your own behalf and with full
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 transaction.

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 on your hammer price (Hammer Price and Buyer’s Premium) and VAT on second £10,001 and up to £450,000; plus on each Lot’s ‘Hammer Price and at rates set out below, calculated by reference to the European Central Bank Reference Price which are sold for a Catalogue and Hammer Price of the catalogue.

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 to our bank account. Payment made by anyone other than the registered Buyer will not be accepted.

If the Buyer’s Premium is paid by bank transfer, you may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our account details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 210 Regent Street London W1A 4RH Account Name: Bonhams 1793 Limited Account Number: 25563009 Sort Code: 56-00-27 IBAN Number: GB33 WWKH 560272 25563009

10. COLLECTION AND STORAGE
This Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made within 3 working days from the date of the sale. 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 licenses please contact Albion Shipping on +44 (0)1883 433 093 enquiries@albionshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS
It is your sole responsibility to comply with all export and import regulations relating to your purchase. If it is proposed that you may acquire an export licence, you should inform us as soon as possible so that we can apply for the necessary export licence. Alternatively, if you propose to sell your goods, you should inform us as soon as possible so that we can apply for the necessary import licence.

13. CITES REGULATIONS
Please be aware that all Lots marked with the symbol ‘C’ are subject to CITES regulations when exporting these Items outside the UK.

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 is liable (whether in negligence or otherwise) for any error or misdescription 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.

However, you will be entitled to reject a Lot if it differs in any material respect from the Description of it, whether in the Catalogue or otherwise, as if references to us in this paragraph apply in respect of the Seller or Buyer only) and 10 of the Book Sales Conditions of Business, as if references to us in this paragraph apply in respect of the Buyer or Seller respectively.

We will not be liable for any loss of, or damage to, any Lot purchased by you at the Sale.

Conditions of Business and associated charges. If we approve the clearing of any Lot, the Buyer’s Premium and any other charges payable by the Buyer will be limited to the Extreme Bid paid by the Buyer in respect of the Lot at the previous Sale, if we then 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 included on a VAT inclusive basis.

15. BOOKS
As stated above, all Lots are sold on “as is” basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Lot in the circumstances set out in paragraphs 14 of the Buyer’s Agreement, where in our opinion, with any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to post-gamble and payment of the sale at our discretion or in the event of a dispute, we will conduct our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams’ reputation.

16. CLOCKS AND WATCHES
All Lots 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

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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 as to the correctness of the clock or watch in its working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or battery repair, for which the Buyer is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION Proof of Firearms

The term “proof exemption” indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Proof is required before any such firearm is to be used. Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sighting and measurements once rendered unserviceable according to the Skeen Ballad Proof Act of 1968 and the Rules of Proof.

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that may 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 text of 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 or functional defect. Stripping is, notwithstanding, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. Unless mechanical conditions 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 data 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 / shotgun license / firearm license and proof of purchase. Please see our Modern Sporting Gun Department should you have any queries.

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. Sophries and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oil 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 description of gemstones. However, these are not necessarily consistent between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has been able to obtain a certificate, then a copy of such certificate will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain categories, as appropriate, and not to include them 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 guarantees the authenticity of any 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/their 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 design by another hand.

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 titled and/or dated and/or inscribed”: in our opinion the signature and/or title and/or date and/or inscription are in the artist’s own hand.
• “Signed and/or titled and/or dated and/or inscribed in another hand”: in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
• “Photograph”: a single photograph by the artist.

The term “vintage” indicates that the photograph was made within approximately 10-50 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, “printed later” will appear in the Lot Description. Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins.

• “Unframed”: photographs without frame or mount.
• All photographs are sold unframed unless stated in the Lot Description.

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 within this section.

• “Jacopo Bassano”: in our opinion a work by the artist. When the artist’s forename(s) is not known, a series of astersixes, 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 a work by an artist less closely associated to the artist named than as to authenticity is expressed 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 to the 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;
• “Marine by 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 art;
• “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;
• “Signed and/or dated and/or inscribed by another hand”: 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 attempt to detail, as far as practicable, all significant defects, injuries and restorations for each sale. 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. 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 restored, in our Catalogues 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 is not the services of the 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 a different date being assigned. Whilst the Club tries to 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.

Exchanging the wine

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and expensive wines. It is not our policy to inspect every unopened can. 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 centimeters (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 (h) or up to 5cm
- Over 30 years old – high shoulder (h) 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 payment of the hammer 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 Δ. 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.

Buyers may only return Bonds 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. Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for Lots to be released under Bond.

Botter Details and Correct for Sale

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

- CB – Claret bottled
- DB – Domaine bottled
- Estb – Estate bottled
- BE – Bordeaux bottled
- BE – Belgian bottled
- FB – French bottled
- GB – German bottled
- CB – Oporto bottled
- UK – United Kingdom bottled
- w.o. – without wood case
- w.c. – wooden case
- oc – original carton

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 Arcade, and will be only 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.

Wines lying in Bond.

A\n
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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.

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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
1. THE CONTRACT

1.1 These terms and the relevant terms for

2. SELLER’S WARRANTIES AND UNDERTAKINGS

2.1 The Seller undertakes to that:

3. DESCRIPTIONS OF THE LOT

3.1 Paragraph 2 is the Contractual Description

4. FAILURE TO PAY FOR THE LOT

4.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale of the Lot, you will be (i) required to pay the full Purchase Price by way of maximum the amount of the

5. RISK, PROPERTY AND TITLE

5.1 Risk in the Lot passes to you after 7 days from the day upon

6. PAYMENT

6.1 You undertake to pay the Purchase Price arises when the Lot is

7. COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the

8. THE SELLER’S LIABILITY

8.1 Subject to paragraph 8.3 below, except for breach of the express undertakings provided in paragraph 8.1.2, the Seller will not be liable for any breach of any term that the Lot will

9. APPLICABILITY OF LAW

9.1 This Agreement is governed by the laws of England and is subject to the jurisdiction of the English courts. This is to the exclusion of any law or legislation in any other jurisdiction.
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 (ii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iii) any other sum due to you, any other person or entity in connection with 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 not caused or failed to prevent any real or apparent conflict of interest that might give rise to a perception of or actual conflict of interest;

3.10.2 you have not committed any breach of trust, fiduciary duty, confidence or duty of loyalty owed to your Principal;

3.10.3 you do not have any interest or other connection with your Principal and/or the Goods and, if you do, you have not failed to disclose such interest or connection to your Principal;

3.10.4 you have not engaged in any conduct that may be misleading, deceptive or misleading and deceptive conduct, and that you are not "connected" with any person, company or entity that is currently, or has been at any time within the last five years, subject to any civil, administrative, or criminal investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning such person or entity.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have reasonable grounds to believe that our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning such person or entity, we may refuse to continue to engage with you or as you may direct us in writing. We shall be entitled to refuse to release the Lot to you or as you may direct us in writing.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, you may pick up the Lot in person, or designate someone to do so on your behalf, at the place at which the Lot is situated (the "Sale Location"), and secondly pro-rata to pay all monies we receive from you will be applied firstly pro-rata to pay any sum due to you under the Contract for Sale between you and the Seller, and following completion of our investigations pursuant to paragraph 3.11, we will release the Lot to you or as you may direct us in writing.

4.2 If you have not collected the Lot by the date specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.

4.3 If the period referred to in paragraph 4.2 has expired, 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 Seller or its agent may place the Lot into 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.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to 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 from Bonhams). You acknowledge and agree that you will be liable to pay the Storage Contractor's premises fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) plus VAT on this amount payable from the time of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will neither be held by us as agent on behalf of the Seller nor be under your control, and apart from 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 DISPONIBILITIES

5.1 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, or until the time and date of collection of the Lot specified in the Notice to Bidders (if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 3.10 and 3.11, to be responsible as your agent for storage and security 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 (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.

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 items in the Catalogue for sale and putting 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.

1 THE CONTRACT

1.1 These terms govern the contract between Bonhams personally and the Buyer, 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 incorporate into this agreement and a separate copy can also be provided by us on request. Where wanna’s 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 it is incorporated into this agreement.

1.3 Except as otherwise stated in 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, unless you have knocked down the Lot and then you and the Seller were bound by a separate contract and such 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 If any representations made by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 you will be entitled to 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, you will be entitled to the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5 once you have paid us, in cleared funds, everything due to us and the Seller and following completion of our investigations pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in sections 9 and 10;

1.5.4 we do not make or give do not and 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 on or Bidder’s Website, by or conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is intended to, or is not warranted by 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 and for the benefit of Bonhams;

2 PERFORMANCE OF THE CONTRACT FOR SALE

2.1 You undertake to personally that you will organise and comply with all costs and expenses incurred by you, and to your officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.

3.1 Subject to any power of the Seller or us to refuse to release the Lot to you, you may pick up the Lot in person, or designate someone to do so on your behalf, at the place at which the Lot is situated (the "Sale Location") and secondly pro-rata to pay all monies we receive from you will be applied firstly pro-rata to pay any sum due to you under the Contract for Sale between you and the Seller, in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

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

3.3 All payments made are in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our prices are quoted to the nearest Bidder's who is not a party to the Contract for Sale, as agent on behalf 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 the Seller.
and the Lot is moved to any third party’s premises, the Lot will be held by such third party strictly to Bonhams’ order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 5.

6 RESPONSIBILITY FOR THE LOT
7.4 We will account to you in respect of any balance we hold having made reasonable efforts to inform you, to release your refuse to allow you to register for a future Without Reserve lot or may be a non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot) and in any event within three months after the date of the relevant Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot). You may wish to protect yourself against loss by obtaining insurance.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS
Where the Lot is made up wholly of a Book or Books 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 a non-conforming Lot in accordance with the terms of this paragraph, if:

10 OUR LIABILITY
10.1 We will not be responsible for, or liable to, you, for any loss or damage due to destruction or alteration of the Lot or any part of the Lot:

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

1.1 We will account to you in respect of any balance we hold having made reasonable efforts to inform you, to release your refuse to allow you to register for a future Without Reserve lot or may be a non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot) and in any event within three months after the date of the relevant Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot). You may wish to protect yourself against loss by obtaining insurance.

10.1.1 unless you buy the Lot as a Consumer, you will be entitled to receive a full indemnity basis together with interest thereon (after as well as before judgement or order) at the annual rate of 5% per annum 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.

11.3.2 it can be established that theLot is or may be a non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot) and in any event within three months after the date of the relevant Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot). You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person’s liability or disclaimers or restrictions in respect of (i) fraud, (ii) death or personal injury caused by our negligence or (any person under our control or for whom we are legally responsible, or (iii) acts or omissions for which we are liable under the Order, or (iv) (or any liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9.

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

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

8.1.4 require an indemnity and/or security from you in return for any additional security or extra guarantees you have been asked to provide in respect of the Lot or that the Lot is a Forgery; and

8.1.2 deliver the Lot to the Buyer (or if you have purchased more than one Lot, to the Buyer in respect of each Lot) free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) 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.

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 has ceased, where the Lot has been paid for and has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body, and

8.2.2 may be exercised where, whether or not the Seller or Buyer have received payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer’s Premium (less any sum you may be entitled to receive in respect of the exclusion of liability arising from the claimant being a Consumer, the Seller), or (ii) any other means on giving you three months’ written notice of our intention to sell, private treaty or any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawful to protect our interests and the legitimate interests of others. Without prejudice to the generality of the discretion and by way of example, we may:

8.3.1 the Seller or Buyer has been paid in full in accordance with the terms of this paragraph, if:

8.2.3 the Seller or Buyer has a reasonable prospect of a good arguable case in favour of the claim.

8.2.4 you notify us in writing as soon as reasonably practicable after you have become aware of the fact that the Lot is or may be a non-conforming Lot; and

8.2.5 you notify us that it can be established that the Lot is or may be a non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot) and in any event within three months after the date of the relevant Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot). You may wish to protect yourself against loss by obtaining insurance.

8.2.6 only by means of a process not generally accepted for use until after the date on which the Catalogue was published in the field of art or (ii) any procedure by which it was unreasonable in all the circumstances for us to have employed.

8.2.7 to contract with, to allow to register for a future Without Reserve lot or may be a non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot) and in any event within three months after the date of the relevant Sale (or such longer period as we may agree in writing that the Lot is a non-conforming Lot). You may wish to protect yourself against loss by obtaining insurance.

8.2.8 but still to exercise reasonable care and skill in the performance of our obligations under this 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
**DEFINITIONS AND GLOSSARY**

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

**Additional Premium** a premium, calculated in accordance with the schedule set out in the Conditions of Business, charged to cover Bonhams’ Expenses relating to the payment of royalties under the Artist Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any 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 using the European Central Bank Reference rate prevailing on the date of the Sale).

**Auctioneer** the representative of Bonhams conducting the Sale.

**Bid** any person considering, attempting or making a Bid, including those who have completed a Bidding Form.

**Bidding Form** our Bidding Registration Form, our absentee Bidding Form or our telephone bid entry Form.

**Bonhams** Bonhams 1793 Limited or its successors or assigns.

**Buyer** the person who has accepted or 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** that contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

**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 rate specified in the Contract Form.

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

**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 and on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

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

**Contractual Description** of the Lot (being that part of the Entry that describes the Lot which is to be sold, any photograph (except for the cover) and the contents of any Condition Report) contained in the Contract for Sale.

**Description** any statement or representation in any way descriptive of the Lot, including any photograph or representation relating to the Lot, in authentication, attribution, condition, provenance, authenticity, style, period, age, quality, suitability, 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/or an 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, handling charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurances, 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 or costs of collecting the Lot from 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 its authority, authenticity, date, age, provenance, culture, source or composition, which at the date of the Sale had a materially less value than it would have had if it had not been a Forgery, even when it was an imitation, and which is not stated to be so, and without any intention 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 subsequently affect the identity of the Lot as one conforming to the Description of the Lot.

**Guarantee** the undertaking 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 combination of Stamps or a Book or Books as set out in the Buyer’s Agreement.

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

**Lot** any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any group of two or more items offered for Sale is to be construed in accordance with the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar).

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

**Notional Charge** the notional amount due to the Seller as calculated at rates set out in the Conditions of Business. The amount so calculated will be paid to the Seller when the Lot has 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 and high and low Estimates given by you to us or stated in the Catalogue or, if no such Estimates have been given, the Reserve as 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.

**Seller’s account** 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 however earned.

**Seller** the person who offers the Lot for Sale in the Catalogue. Where the person so named identifies on the form another person to be the agent or representative of the Seller 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 number 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 applicable).

**Storage Contractor** means the company identified as such in the Catalogue.

**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 purposes, irrespective of the intention to influence any government and/or put the public or any section of the public into fear.

**VAT** means the tax assessed 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 a Lot may be sold (whether at auction or by private treaty).

**GLOSSARY**

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

**bailor**: a person to whom goods are entrusted.

**bailee**: 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**: a Lot is sold to a Bailee identified 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 the Lot in the event of the person failing to pay the price.

**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.

**BAILEE**: a legal wrong done to someone when the wrong doer has a duty of care.

**BAILEE**: general insurance or assurance, upon which the person to whom the warranty was given has the right to.

**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 property in the goods 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 exclusive of any interest which may be disturbed by the owner or other person entitled to benefit of any charge or encumbrance so disclosed or known.

3. This subsection applies to a contract of sale in the case in 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. a case in which the parties to the contract intend that the seller should transfer only such title as a third person may have or have, that person;
   c. anyone claiming through the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(SA) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”
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 you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:  
- £5,000 - 10,000 ...........by 500s  
- £2,000 - 5,000 ..........by 200 / 500 / 800s  
- £1,000 - 2,000 ..............by 100s  
- £500 - 1,000 .............by 50s  
- £200 - 500 ............by 20 / 50 / 80s  
- £100 - 200 ..............by 10s  
- £50 - 100 ................by 5s  
- £20 - 50 ................by 2s / 4s / 8s  
- £10 - 20 ..............by 2s / 4s / 8s  
- £5 - 10 ..............by 1s / 2s / 4s / 8s  
- £1 - 5 ..............by 1s / 2s / 4s / 8s  
- £100 .......... by 100s  
- £500 .......... by 500s  
- £2,000 ........ by 2,000s  
- £5,000 ........ by 5,000s  
- £10,000 .......... by 10,000s  
- £20,000 .......... by 20,000s  
- £50,000 .......... by 50,000s  
- £100,000 .......... by 100,000s  
- £200,000 .......... by 200,000s  
- £500,000 .......... by 500,000s  
- £1,000,000 ........ by 1,000,000s  

The auctioneer has discretion to split any bid at any time.

Customer Number  
First Name  
Last Name  
Company name (if applicable)  
Company Registration number (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 and (if the ID does not confirm your address) current utility bill/ bank statement.  
2. Are you representing the Bidder? If yes, please complete question 3.  
3. Bidder's name, address and contact details (phone and email):  
   Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement.

Please note that all telephone calls are recorded.

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/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  

UK/02/22