NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process, including auction attendees, Bidders and potential Bidders (including any eventual purchasers of a Lot). For ease of reference we refer to such persons as “Bidders” or “you”. Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue in printed and electronic form. If any word or phrase 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 or in the Notice to Bidders. The contents of this Notice may be an extract or a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given orally only before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In our role of Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams’ job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders in any capacity or give advice to Buyers or Bidders. When it or its staff make statements about a Lot or, at the request of the Seller, provides a Condition Report on a Lot it is doing that on behalf of the Seller. Lots and Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them. The Seller has authorised Bonhams to sell the Lot as agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation made on the Seller’s behalf and, save where we expressly make it clear to the contrary, remains the Seller’s responsibility.

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold as presented. Unless otherwise stated in the Catalogue or in the Notice to Bidders, the Seller’s property in a Lot will pass to the Buyer on or before the fall of the hammer. Titled Lots (i.e. Lots that are public auctions which persons may attend and you can bid in person) are treated as an indication only of the current estimate price and may be inaccurately reproduced) with any photograph of the Lot, which may have been damaged and/or repaired and you should not assume that a Lot is in good condition.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller. The Seller has authority to sell any Lot and to vary the estimate on the sale of the Lot (at the Seller’s discretion) and to withdraw the Lot at any time before the conclusion of the bidding. A photograph in the Catalogue is not a contract for sale. Each Lot is sold “as is” with all faults and as sold for the purposes set out above only. If you have any doubts about the condition of a Lot, you should have the Lot examined by a qualified person. If the Lot is a work of art, you should also have it examined and authenticated by an art expert.

4. CONDUCT OF THE SALE

Our auctioneer is the person by whom persons may attend and should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any Lot on our premises, or to any Lot on our premises on which images of the Sale are projected. This service is provided solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist you in deciding whether to bid at the Sale. The Lot and record telephone calls for reasons of security and to assist in

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 responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is intended for the use of successful absentee bidders who are unable to attend the Sale. Should you be a successful bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer. You should not let anyone else use your telephone as paddy all Lots will be invoiced to the name and address given on your 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 were the successful bidder of, a particular Lot, you can 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 identity card and Bidding registration desk.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and can be downloaded and sent to the department organising the 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 Absentees 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 information is available on our website. All bids made on your behalf will be made at the lowest possible level subject to Reserves and other bids made to the Lot. We reserve the right to appropriate your bids to the nearest amount consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity and address to our Bids Office. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please see the offer on our website 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 the online bidding system caused by factors which are not under our control, such as 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 to the Lot. We reserve the right to appropriate your bids to the nearest amount consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity and address to our Bids Office. Failure to do this will result in your bid not being placed.

Bidding through an agent

Bids may be submitted exclusively by or 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

NTB/MAIN/V1/11.2020
details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to our due diligence requirements concerning your principal and the source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer’s Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the Bidding Form explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact), will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your agent in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent’s client’s identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details. Bonhams undertakes Client Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Request) Regulations 2017 (“the Regulations”). Bonhams’ interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.


On the fall of the hammer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be advised of the Hammer Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer’s Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer’s Agreement contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of Buyer’s Agreement for the Sale.

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

Under the Buyer’s Agreement, a premium (the Buyer’s Premium) is payable to us by the Buyer in accordance with the terms of the Buyer’s Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. For this Sale the following rates of Buyer’s Premium will be payable by Buyers on each Lot purchased.

2.5% of the Hammer Price (plus VAT) for Lots with a Hammer Price of under £1,000; and an additional 1% of the Hammer Price for Lots with a Hammer Price between £1,000 and £5,000; plus 20% of the Hammer Price from £5,000 and up to £4,500,000; plus 14.5% of the Hammer Price above £4,500,000.

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

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

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

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

<table>
<thead>
<tr>
<th>Hammer Price</th>
<th>Additional Premium Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>From £6 to £5,000</td>
<td>0%</td>
</tr>
<tr>
<td>From £5,001 to £10,000</td>
<td>2%</td>
</tr>
<tr>
<td>From £10,001 to £20,000</td>
<td>3%</td>
</tr>
<tr>
<td>From £20,001 to £50,000</td>
<td>5%</td>
</tr>
<tr>
<td>From £50,001 to £500,000</td>
<td>1%</td>
</tr>
<tr>
<td>Exceeding £500,000</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

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

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

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been received. Payment may have been made in advance by bank transfer as part of a special arrangement with the Buyer. For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 09:00am - 5:30pm. 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 Alan Shipping on +44 (0) 1582 493 099 or enquiries@albanshipping.co.uk.

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchase and to provide us with any relevant export and/or import licences. Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of export licensing arrangements can be found on the ACE website http://www.arts.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements in writing. If you were to collect a Lot before or during the Sale, unless you make any delay in making full payment for the Lot, generally, please contact our shipping department before the Sale if you wish to collect a Lot after the Sale.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol “†” are subject to CITES regulations and Bonhams reserves the right to postpone transfer of such Lots to any buyer who has not obtained the necessary authorities for such exportations. Further, you will be referred to your due diligence requirements as excluding or restricting any person’s rights or remedies in respect of (i) any limitation of the Seller’s liability or (ii) any other liability to the Buyer or any other person in respect of any loss or damage alleged to be suffered, irrespective of whether such loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, (iii) any statutory duty, criminal or otherwise. In circumstances where we and/or the Seller are liable to any person or any Description or Estimate made of any Lot or any Lot in relation to any Lot, whether in damages, for an indemnity, or for a restitutory remedy or otherwise, or our and the Seller’s liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent that the same could not be excluded or restricted as a matter of law, or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer’s Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

14. THE SELLERS AND OR BONHAMS’ LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing. The Seller or any of the Buyer’s agents is not liable to the Buyer for any loss of, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether such loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, (if any) or any statutory duty, restitutionary claim or otherwise. In circumstances where we and/or the Seller are liable to any person or any Description or Estimate made of any Lot, or any Lot in relation to any Lots, whether in damages, for an indemnity, or for a restitutory remedy or otherwise, or our and the Seller’s liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nevertheless it will be constructed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent that the same could not be excluded or restricted as a matter of law, or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer’s Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all Lots are sold on an “as is” basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a book in the circumstances set out in paragraph 15 of the Buyer’s Agreement. Please note that Lots comprising Coopered Books, uncut maps and uncut manuscript pages are not liable to VAT on the Buyer’s Premium.

16. CLOCKS AND WATCHES

At Lots are sold “as is”, and absence of any references to the condition of a clock or watch does not imply that the Lot is in good

NTB/MAN/V1/11.2020
17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term “proof exemption” indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest for future use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term “Certificate of Unnecessity” indicates that a firearm has been examined at a Proof House and is deemed both suitable for proof and use. Reproof is required before any such firearm is to be used.

Barrels of guns sold as parts will only be made available for skeining and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1898 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 photographs and 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 defect. Stripping is, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. In later models, mechanisms of all guns must be tested before use. All measurements are approximate.

18. FURNITURE

Upholstered Furniture

We offer no comment as to the originality of these articles, and the Buyer is advised to make every effort to ensure accuracy, the date shown on the Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquires as to the date of the car.

19. WINE

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

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.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

• ‘Billed’ in the lot description is 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 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.
• The date given is that of the image (negative). Where no further information is available, the date of the original photograph will be given.

21. PICTURES

Explanation of Catalogue Terms

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

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

Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, seize or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Terms and Conditions of Sale

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, whose time-to-time, review cars already dated, and, in some instances, where fresh evidence becomes available, the review can result in a change to the date of the Car Club Certificate. It is advisable therefore to check with the appropriate department 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 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 immediate collection.

Expiring the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and exotic vintages. We will not release wines that are not in compliance with our expiry dates. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

25. CORKS AND UPLAGUES

Uplague 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, Italian and Cognac shaped bottles when greater than 4 centimetres. 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 (sh) or up to 5cm
- Over 30 years old – high shoulder (sh) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

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

Bottles of wine are available for immediate collection.

26. VAT

Purchasers should make their own enquiries as to the date of the car.

27. TAXATION

The Sale is subject to VAT at the current rate unless otherwise specified. VAT on the hammer price is payable to us by the Buyer on our behalf, unless otherwise agreed by Bonhams.

28. WINE

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

Bottles of wine are available for immediate collection.

29. TAXATION

The Sale is subject to VAT at the current rate unless otherwise specified. VAT on the hammer price is payable to us by the Buyer on our behalf, unless otherwise agreed by Bonhams.

30. WINE

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

Bottles of wine are available for immediate collection.

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 Casaclique in the Trafalgar Tavern and will only be available for collection from this location.

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

A Wines lying in Bond.

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

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

1.1 These terms and the relevant terms for the possibility of changes and ask in advance of bidding if there are any additional specific consent(s) you may have given at the time you entered 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 at the venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1. The Contract

1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders and between the Contract for Sale of the Lot by the Seller to the Buyer.

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

1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams. Bonhams does not sell the Lot as the agent or bailee for the Seller, nor does it sell the Lot as a separate lot, nor does it sell the Lot with any express alteration to it as referred to in paragraph 2.1.5, nor does it sell the Lot or offer it for sale to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer in respect of the Lot.

1.4 In the event of the Seller withdraws the Lot from sale after the fall of the hammer or the sale becomes void for any reason, the Seller will refund to you the Purchase Price and any costs paid by you to Bonhams.

2. Sellers' Warranties and Undertakings

2.1.1. The Seller undertakes to you that:

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

2.1.1.2. save as disclosed in the Entry for the Lot in the Catalogue, the Seller has no knowledge of any current or any potential or express commencement or non-commencement of any tax liability that is to be paid in respect of the Sale or any other tax liability or expense which is in respect of the Lot or that is the subject of any tax or duty (other than the tax or duty so as to become due or to be paid by the Seller or to the Seller for the benefit of any other person) or any other tax liability or expense in respect of the Sale or the Lot or any part thereof;

2.1.1.3. except as expressed in the catalogue and/or in the Lot Description which is not part of the Lot and/or set out in Appendix 2 in the catalogue or has reserved the right not to release the Lot until payment in full has been made by you to Bonhams and has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

2.1.2. The Seller is also liable to pay the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot in full and on demand at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment in full has been made.

2.2.1. The Seller does not make and does not agree to make any representation, undertaking, obligation, guarantee, warranty, or description of fact in relation to the satisfactory quality of the Lot or the fitness for any purpose of the Lot and, in particular, the Seller will not be liable for any loss of

2.3.1.1. the Seller has completed its investigations pursuant to clause 3.11 of the Buyers Agreement with Bonhams set out in Appendix 2 in the catalogue.

2.3.2. The Seller is also liable to withhold possession from you of any other Lot until payment in full has been made by you to Bonhams and has completed its investigations pursuant to clause 3.11 of the Buyers Agreement with Bonhams set out in Appendix 2 in the catalogue.

2.3.3. The Seller is not liable for any loss of Business, Business profits or revenue or for loss of reputation or for damage to Business or reputation in any way whatsoever, the Seller's liability being limited to payment of a sum which will not exceed the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise.

2.3.4. In any circumstances where the Seller is liable to you in respect of the Lot or any act, omission, statement, or representation in respect of the Lot, the Seller's liability being limited to payment of a sum which will not exceed the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise.

2.3.5. In any circumstances where the Seller is liable to you in respect of the Lot, or in any way whatsoever, the Seller's liability being limited to payment of a sum which will not exceed the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise.

2.3.6. Notwithstanding what is set out in paragraph 8.1.2, the Seller will not be liable for any loss of Business, Business profits or revenue or for loss of reputation or for damage to Business or reputation in any way whatsoever, the Seller's liability being limited to payment of a sum which will not exceed the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise.
person's rights or remedies in respect of (i) fraud, (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible) or (iii) any other breaches of the obligations for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of any of the Seller's 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 which has not been 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 performance by that party would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.8.

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 to the Company Secretary in writing. We will not be responsible for 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 provision of this Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability or validity of the remaining terms or the remainder of the relevant terms.

10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, 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 the interpretation of the Contract for Sale.

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

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

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

10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by or 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 which has not been waived.

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

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 and venue of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

Bonhams has a complaints procedure in place.

APPENDIX 2

BUYER’S AGREEMENT WITH BONHAMS

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

1 THE CONTRACT

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

1.2 The Definitions and terms contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information has not been printed, we refer you to the Auctioneer when it knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms set out in this Buyer’s Agreement.

1.3 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default in respect of the Lot as principal.

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

1.4.1 We will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 3.1;

1.4.2 We will provide guarantees in the terms set out in paragraphs 9 and 10;

1.4.3 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation or fact in relation to any Description of the Lot or any Estimate in relation to it, of nor the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by on our behalf, or to any Description or Estimate, to the fullest extent permitted by the laws of the relevant jurisdiction.

1.5 The Seller’s obligations to you are governed by this agreement and generally at law.

1.5.1 We will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5.0;

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

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

2 PAYMENT AND BUYER WARRANTIES

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

2.1 Before we release the Lot to you, you must pay to us, in cleared funds, everything due to us in accordance with this paragraph 3, we will have the right to refuse to release the Lot to you if you have not paid the Purchase Price due to us in accordance with this paragraph 3. If you have not collected the Purchase Price by the date specified in the Notice to Bidders or we have not completed our investigations under paragraph 3.11, we will release the Lot to you by or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from us.

2.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, within 7 days of the Sale.

2.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the day and time specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

2.4 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). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3.17 plus VAT per Lot per day) payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our expenses.

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

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

2.7 You will be wholly responsible for packing, handling and transporting the Lot on collection and must do so in accordance with all import or export regulations in connection with the Lot.

2.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, paid at our current rates, and any Expenses we incur (including any charges due under the Storage Contract, all of which must be paid by you on demand and in any event before you collect the Lot) shall be for your account and to the extent of any liability, or right under the Contract for Sale for the removal or payment of any such charges.

3 STORAGE OF THE LOT

We agree to store the Lot until the earlier of your removal of the Lot from our premises, the date set for removal of the Lot on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale), and where such date is subject to paragraphs 10 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property prior to payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue, if

NTB/MAN/11/1.2020
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 whether in damages, for an injury caused by, an interference with, or a threat or remedy in any way whatsoever; our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price pursuant to the Contract (less any sum you may be entitled to recover from the Seller) irrespective of any case, volume or source of any loss or damage alleged to be suffered or caused, or irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.

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

Nothing set out above will be construed as excluding or restricting whether any person’s liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISPRINTED OR ILLUSTRATIONS

Where the Lot is comprised 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, the original invoice was made out by us to you in respect of the Lot or in respect of a Lot which you have sold or otherwise disposed of by you in respect of the Lot, and you notify us in writing as soon as reasonably practicable after you have become aware that the Lot or any non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as may be agreed in writing that the Lot is a non-conforming Lot; and

within 20 days of the date of the relevant Sale (or such longer period as you may agree in writing that the Lot is a non-conforming Lot) and

dates and of the Sale and Lot number sufficient to identify the Lot;

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

9.2.3 You are entitled to retain possession of any of your property (in our possession or in our care, control or custody) for as long as the amount due and/or the Buyer’s Premium is not paid; and

9.2.2 You are entitled to retain possession of any of your property (in our possession or in our care, control or custody) for as long as the amount due and/or the Buyer’s Premium is not paid; and

9.2.1 You are entitled to retain possession of any of your property (in our possession or in our care, control or custody) for as long as the amount due and/or the Buyer’s Premium is not paid; and

9.2.1 You are entitled to retain possession of any of your property (in our possession or in our care, control or custody) for as long as the amount due and/or the Buyer’s Premium is not paid; and

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

9.1.1 We will not be liable to you for any loss of profit, revenue or income or for loss of reputation, or wasted time on the part of the Buyer in respect of the Lot or of any other person or thing caused by, an interference with, or a threat or remedy in any way whatsoever; our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price pursuant to the Contract (less any sum you may be entitled to recover from the Seller) irrespective of any case, volume or source of any loss or damage alleged to be suffered or caused, or irrespective of whether the liability arises from negligence, tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.

9.1.2 We will not be liable to you for any loss of profit, revenue or income or for loss of reputation, or wasted time on the part of the Buyer in respect of the Lot or of any other person or thing caused by, an interference with, or a threat or remedy in any way whatsoever; our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price pursuant to the Contract (less any sum you may be entitled to recover from the Seller) irrespective of any case, volume or source of any loss or damage alleged to be suffered or caused, or irrespective of whether the liability arises from negligence, tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.

9.1.1 We will not be liable to you for any loss of profit, revenue or income or for loss of reputation, or wasted time on the part of the Buyer in respect of the Lot or of any other person or thing caused by, an interference with, or a threat or remedy in any way whatsoever; our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price pursuant to the Contract (less any sum you may be entitled to recover from the Seller) irrespective of any case, volume or source of any loss or damage alleged to be suffered or caused, or irrespective of whether the liability arises from negligence, tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.

9.1.2 We will not be liable to you for any loss of profit, revenue or income or for loss of reputation, or wasted time on the part of the Buyer in respect of the Lot or of any other person or thing caused by, an interference with, or a threat or remedy in any way whatsoever; our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price pursuant to the Contract (less any sum you may be entitled to recover from the Seller) irrespective of any case, volume or source of any loss or damage alleged to be suffered or caused, or irrespective of whether the liability arises from negligence, tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.

9.1.1 We will not be liable to you for any loss of profit, revenue or income or for loss of reputation, or wasted time on the part of the Buyer in respect of the Lot or of any other person or thing caused by, an interference with, or a threat or remedy in any way whatsoever; our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price pursuant to the Contract (less any sum you may be entitled to recover from the Seller) irrespective of any case, volume or source of any loss or damage alleged to be suffered or caused, or irrespective of whether the liability arises from negligence, tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.
communication to ensure that it is received in a legible form within any applicable time period.

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 any other gender.

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

12.11 Save as expressly provided in paragraph 12.10 nothing in this agreement confers any rights or benefits of any kind upon any person who is not a party to this agreement by way of an express legal right to the ownership of a Lot, the legal and equitable right to the ownership of a Lot, or the right of the creator of a work of art to receive a fee payable to a person as acting as his agent, or where the person named on the notice to bid or bid notice was the buyer’s agent, the right to retain any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the property is located (in the case of motor vehicles) or in which the sale is to be held (in the case of other goods) and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

DATA PROTECTION WHERE WE OBTAIN ANY PERSONAL INFORMATION ABOUT YOU, WE SHALL ONLY

12.11 Save as expressly provided in paragraph 12.10 nothing in this agreement confers any rights or benefits of any kind upon any person who is not a party to this agreement by way of an express legal right to the ownership of a Lot, the legal and equitable right to the ownership of a Lot, or the right of the creator of a work of art to receive a fee payable to a person as acting as his agent, or where the person named on the notice to bid or bid notice was the buyer’s agent, the right to retain any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the property is located (in the case of motor vehicles) or in which the sale is to be held (in the case of other goods) and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

DATA PROTECTION WHERE WE OBTAIN ANY PERSONAL INFORMATION ABOUT YOU, WE SHALL ONLY