Telephone and Absentee Bidding Form
Minerva's Owls Auction
17 October 2018, Apex Hotel, Bath

MINERVA'S OWLS OF BATH 2018

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 on 17th October. Bids will be rounded down to the nearest increment. The auctioneer will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

Paddle number ***(office use only)***

Name

.....

Company Name
(to be invoiced if applicable)

.....

Address

.....

Telephone *(Mobile)*

.....

Telephone *(Evening Landline)*

.....

Number to call for telephone bidding on 17 October *(including country code)*

.....

Email (in capitals)

.....

If registered for VAT in the EU enter your registration here *e.g. GB XXX XXXX XX*

.....

Telephone or Absentee (Enter T or A)	Lot Number	Name of Owl sculpture	MAX bid in GB pounds (excluding VAT)	*Covering bid

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

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

NOTICE TO ABSENTEE AND TELEPHONE BIDDERS

Please email photographic proof of ID – passport, driving licence, ID card, together with proof of address – utility bill, bank or credit card statement with your bidding form at least 24 hours before the auction to auction@minervasowls.org or post to Minerva's Owls of Bath CIC, 22 Chaucer Road, Bath BA2 4QX. Tel. +44 (0)1225 340697

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Minerva's Owls of Bath 2018 Sale

This 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 the 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 Minerva's Owls of Bath CIC's 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 **minervasowls.org**

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank.
All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice paid.

Additional VAT

Bonhams has kindly waived their 25% buyer's premium, however **VAT of 20% is payable on the hammer price of all lots**. Buyers will be issued with a VAT receipt.

Notice to Absentee and Telephone Bidders

Clients are requested to provide photographic proof of ID – passport, driving licence, ID card, together with proof of address – utility bill, bank or credit card statement etc. Please request an Absentee Bidding Form from **auction@minervasowls.org**

Collection / Delivery

If successful in my bid:

☐ I will collect the item(s) from Nest HQ, Unit B1, Royal View, Bath Riverside, Riverside Rd, Bath BA2 3GG.Collection from Friday 18th October until Monday 29th October. Storage charges of £20 a day may apply thereafter.

☐ I would like the item(s) delivered to my address. Delivery charge £30 within 10 miles of Bath, £45 for up to 30 miles and individually priced for other locations.

Terms and Conditions

MINERVA'S OWLS OF BATH 2018

1 Auctioneer as Agent of Vendor

The Auctioneers act in every respect to the Goods and the sale thereof as Agents only of the person(s) herein called "The Vendor" by whom the Auctioneers are authorized to sell such Goods as may have been deposited with them for that purpose. The Buyer acknowledges that any liability arising under these terms and conditions of sale and purchase is the liability of the Vendor only and not that of the Auctioneers.

2 Auctioneers Rights

The Auctioneers claim the right of refusing admission to, and ejecting from, the site on which the sale is held, any person or persons; of regulating the amount of the biddings; of refusing the bid of any person; or altering the arrangement of the lots, selling two or more lots as one lot or in any way they may think proper, also of withdrawing any lot or lots, and of altering or adding to these conditions at the time of the sale. The Auctioneers to be the sole arbitrators in any matter arising during or out of the sale.

3 Third Party Liability

Every person on the auction premises at any time shall be deemed to be there at their own risk. They shall have no claim against Minerva's Owls of Bath CIC in respect of any accident which may occur or injury, damage or loss howsoever caused.

4 Exclusions and limitations of liability to Buyers

(a) In the light of the matters in Condition 3 above and subject to Conditions 4(a), neither Minerva's Owls of Bath CIC and/ or the seller:
(I) is liable for any errors or omissions in the information provided to Minerva's Owls of Bath CIC, whether orally or in writing, whether negligent or otherwise;
(II) gives any guarantee or warranty to Bidders and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law) other than the express warranties given by Minerva's Owls of Bath CIC to the Buyer in Condition 3 of the Sellers' Conditions of Business;
(III) accepts responsibility to any Bidders in respect of acts or omissions (whether negligent or otherwise) by the charity in connection with the conduct of auctions or for any matter relating to the sale of any lot.

(b) Without prejudice to Condition 4(b), any claim against Minerva's Owls of Bath CIC or the Seller by a Bidder is limited to the Purchase Price with regard to that lot. Neither the charity nor the Seller shall under any circumstances be liable for any consequential losses.

(c) None of this Condition 4 shall exclude or limit Minerva's Owls of Bath CIC liability in respect of any fraudulent misrepresentation made by Minerva's Owls of Bath CIC or the Seller, or in respect of death or personal injury caused by the negligent acts or omissions of the charity or the Seller.

Terms and Conditions (*continued*)

MINERVA'S OWLS OF BATH 2018

5 The highest accepted bidder shall be the purchaser. If any dispute should arise between online or live room bidders or any mistake is made the lot may be put up again. The Auctioneer is the final arbiter.

6 The advance in the bidding will be regulated by the Auctioneer who reserves the right to refuse any bidding or to bid on behalf of the vendor on any lots upon which there is a reserve, or to withdraw the lot.

7 **Right to bid on behalf of Seller**
In the case of lots upon which there is a reserve price the Auctioneers reserve the right to bid on behalf of the seller to one bid beneath the reserve price.

8 **Reserves and Guide Prices**
Where items are offered for sale subject to a reserve price, our policy is to reflect the reserve price at a level no higher than the lower end of the guide price.

9 **Collection of Lots**
No lots may be removed until the buyer's account is paid in full and not until Friday 18th October. The buyer shall not become the owner until the buyer's account is paid, but after the fall of the hammer, the risk of damage or loss shall nevertheless be the buyer's.

All lots must be paid for and collection arranged by 18th October 2018. Failure to pay for the lot (a) If the purchase price for a lot is not paid to Minerva's Owls of Bath CIC in full in accordance with the contract, Minerva's Owls of Bath CIC will be entitled, without further notice to you, to exercise one or more of the following rights):

(1) To terminate immediately the contract for sale of the lot for your breach of contract

(2) To re-sell the lot by auction, private treaty or any other means of giving seven days written a notice to you of the intention to resell

(3) To retain possession of the lot

(4) To remove and store the lot at your expense

(5) To take legal proceedings against you for any sum due to the contract for sale and/or damages for the breach of contract

(6) To be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Lloyds bank from time to time to be calculated on a daily basis from the date upon which said monies become payable until the date of the actual payment

(7) To repossess the lot (or any part thereof) which has not become your property, and for the purpose (unless the buyer buys the lot as a consumer from the seller selling in the course of a business) you hereby grant an irrevocable licence to the seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of the lot or part thereof

(8) To retain possession of any other property sold to you by the seller at the sale or any other auction or by private treaty until all sums due under the contract of sale shall have been paid in full in cleared funds

(9) To retain possession of, and on three months written notice to sell, without reserve, any of your other property in the possession of Minerva's Owls of Bath CIC (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the seller or to Minerva's Owls of Bath;

(10)
(a) So long as such goods remain in the possession of Minerva's Owls of Bath CIC, to rescind the contract for the sale of any other goods sold to you by the seller at the sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the seller by you.

(b) You agree to indemnify Minerva's Owls of Bath CIC against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Minerva's Owls of Bath CIC in order to obtain the release of the lot) incurred by the seller (whether or not court proceedings will have to be issued) as a result of Minerva's Owls of Bath CIC taking steps under this clause 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in clause 8.a.6 from the date upon which the seller becomes liable to pay the same until payment by you.

(c) On any re-sale of the lot under clause 8.a.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the lot, after the payment of all sums due to Minerva's Owls of Bath CIC within 28 days of receipt of such monies by him or on his behalf.

10 Payment can be made by cash, debit or credit card or bank transfer. Card payments made by customers who are not present at the auction may be limited to £500 if we do not receive verbal or written permission to go higher prior to the event.

Terms and Conditions (*continued*)

MINERVA'S OWLS OF BATH 2018

Online Bidding

11 We offer an online bidding service for the Owls of Bath sales via **The Auction Room** for bidders who cannot attend the sale. In completing the bidder registration on via **The Auction Room** and providing your card details and unless alternative arrangements are made with Minerva's Owls of Bath CIC:

(a) authorise Minerva's Owls of Bath CIC, if they so wish, to charge the card given in part or full payment, including all fees, for items successfully purchased in the auction via **The Auction Room**

(b) confirm that you are authorized to provide these card details to Minerva's Owls of Bath CIC through **The Auction Room** and agree that Minerva's Owls of Bath CIC is entitled to ship the goods to the card holder name and address provided in fulfilment of the sale.

The buyer is responsible for organizing delivery of their purchase and lots must be collected within 5 days of the funds for the full purchase price clearing unless otherwise agreed in writing with Minerva's Owls of Bath CIC. The purchaser will be responsible for paying the daily storage cost of £20 per day from the 5th day after Minerva's Owls of Bath CIC has received the full purchase price in cleared funds.

Failure to collect a lot within 5 days of the full purchase price being received by Minerva's Owls of Bath CIC, unless a written agreement has been made with Minerva's Owls of Bath CIC prior to this date, could result in the charity retaining the title of the lot and the decision regarding this will be at Minerva's Owls of Bath CIC's discretion.

12 In the event of loss or damage to items posted it is the buyer's responsibility to make any claim from the insurance of the company transporting the sculpture.

13 Collection of your purchased Owl needs to be made via appointment, by contacting **auction@minervasowls.org**

14 Minerva's Owls of Bath CIC ensures that care has been taken to see that catalogue description and condition reports are accurate, but these must be taken as matters of opinion only and shall not be taken as statements of fact. Buyers must make their own judgment as to nature. The sculptures will be available to view from 29-30 September at the Owls Hoot Farewell weekend and on auction night at the Apex Hotel in Bath. It is the responsibility of the Bidder to satisfy themselves as to both the condition of the lot and the accuracy of its description.

15 There is no limit to the number of sculptures you can purchase.

16 No representations or warranties are made by Minerva's Owls of Bath CIC whether any lot is subject to copyright or whether the Buyer acquires copyright in any lot.