NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, including Bidders and potential Bidders (including any eventual Buyer of the Lot). For ease of reference we refer to such persons as Bidders or "you". Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT

Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

1. OUR ROLE

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Bidders or any of them in this role and does not give advice to Bidders or others.

If the Lot is knocked down to you, you will be liable to pay the Purchase Price, which is the Hammer Price which includes any applicable GST, plus Buyers Premium and any Additional Premium on the Hammer Price. Payments by credit cards are subject to a surcharge up to 3.1%. See sections 6, 7 and 9 below for more details.

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and the Lots for sale in any part of the Sale, notwithstanding the numbers given to Lots in the Catalogue.

You should not decide the date and starting time of the Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to annexe or group Lots, to withdraw any Lot from a Sale, and, in the case of dispute, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this.

Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate in the Catalogue. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale. Images of Lots and of the Auctioneer will be taken in the interests of the Seller to assist in solving disputes which may arise in relation to Bids or to the Lots themselves, or for an Insurance Sale. We may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The images on the screen should be treated only as an indication of the actual selling price or value of a Lot and it should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the Buyer of the Lot as represented only with that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue. The Entry, which is not printed in bold letters, represents Bonhams’ opinion (given in good faith on the basis of all information available to us in the course of preparing our Condition Report) about the presence, nature and extent of any condition. Electronic or mechanical parts may not operate in the condition. Bonhams does not make or agree to make any representation or warrant that any Lot is in good condition. Electronic or mechanical parts may not operate in the condition. Bonhams does not make or agree to make any representation or warrant that any Lot is in good condition. Electronic or mechanical parts may not operate in the condition.

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams’ opinion made on behalf of the Seller of the range of values the Lot is likely to fall, it is not an estimate of value. Please note that as it is only an estimate of the Hammer Price the Estimate does not take into account any Buyer's Premium payable. Lots in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

Where the Seller has indicated that it is registered or required to be registered for GST, GST will be included in the Hammer Price.

Condition Reports

In respect of Lots which you may have to examine in order to form your opinion about them, you may ask for a Condition Report on its physical condition from Bonhams. If you do this, this will be provided by Bonhams on behalf of the Seller free of charge. Bonhams does not make any representation nor does it assume any responsibility for the accuracy or completeness of any statement or representation made by or on his behalf, which is not in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. Other than as set out above, any statement or representation in any way descriptive of a Lot or any Estimate is incorporated into any Contract for Sale between a Seller and a Buyer.

The Seller’s responsibility to you

The Seller does not make or agree to make any representation of fact or contractual promise, guarantee and warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual Buyer set out above), in respect of the accuracy or completeness of any statement or representation made by or on his behalf, which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. Other than as set out above, any statement or representation in any way descriptive of a Lot or any Estimate is incorporated into any Contract for Sale between a Seller and a Buyer.

Bonhams’ responsibility to you

You have the opportunity of examining the Lot you want to and it is your responsibility to examine each Lot in the Catalogue (see paragraph 3 below). Lots are sold to the Buyer on an “as is” basis, with all faults and imperfections and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may be inconsistent with the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, w, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. You should be aware that the actual condition of a Lot may not be as good as that indicated by the information contained in the Catalogue. In particular, parts may have been replaced or renewed and Lots may not be in the condition or of the quality described or illustrated in the description or photographs, or the condition of any Lot may be worse than expected. It is your responsibility to examine each Lot in the Catalogue and you should not assume that a Lot is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display only. If you do not yourself have expertise regarding a Lot, you should consult someone who does to advise you. You should also ensure that you have the assistant in assisting facilities for you to call an Expert to examine the Lot and you should obtain a report from a qualified electrician on its status before doing so. Such items which are unsuitable for connection are sold as items of interest for display only. If you do not yourself have expertise regarding a Lot, you should consult someone who does to advise you. You should also ensure that you have the assistant in assisting facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

4. BIDDING

In order to bid at Bonhams, you must first register as a Bidder. You may register by telephone, in person or online. If you register by telephone, please complete a Telephone Bidding Form, which is available from our Bids Office that your bid has been received.

It is your responsibility to check that the department organising the Sale is aware of your attendance at the Sale and you should read the Sale particulars and all details before starting bidding. Announcements affecting the Sale will be given orally before and during the Sale, in an insert in the Sale particulars.

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a buyer. Bonhams does not act for Bidders or anyone else on their behalf in this role and does not give advice to Bidders or others.

We recommend that all bids tendered at a Sale be in writing, as it is only in this way that we can accurately reproduce the colour(s) of the Lot, or an estimate of it, or an estimate of the actual selling price or value of a Lot which may be inaccurately reproduced) with any photograph of the Lot. It is at Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.
Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interest to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes 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 additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids and you are responsible for checking with us that we have received the bid. All bids made on your behalf will be made at the lowest level possible subject to the requirements of any bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer’s bidding increments.

New Bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet

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

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the Bidding Form although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming to accept bids from an agent on behalf of a principal. Nevertheless, as the Bidding Form explains, any person placing a bid on behalf of another (whether or not he has disclosed that fact or the identity of his agent) is subject to the principal's liability and will be liable to the principal to the extent of the cheque, the sale proceeds or the Hammer Price (plus any GST and other charges and Expenses to us) in full. Matters relating to the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another.

For a list of lots consigned by GST registered entities please consult a specialist. GST at the prevailing rate will be added to Buyer’s Premium which will be invoiced on a GST inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the Hammer Price and Buyer’s Premium (plus GST and any other charges and Expenses to us) in full before making a bid for the Lot. If you are a successful Buyer, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale. Unless agreed in advance payments made by anyone other than the registered Buyer will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 limited):

- Australian Dollar personal cheque drawn on an Australian bank:
  all cheques must be cleared before you can collect your purchases;

- Bank cheque: if you can provide proof of identity of your agent we will be in a position to accept on behalf of another person when bidding for Lots at the Sale.

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


On the Lot being knocked down to the Buyer, a Contract for 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 of this Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price. At the same time, a separate contract is also entered into between us as auctioneers and as principal to the Buyer. This is our Buyer’s Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Payment of the Purchase Price for Sale is due, and irrespective of whether the liability arises from any breach or default of any of the provisions of our Buyer’s Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of the time of bidding entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

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

Under the Buyer’s Agreement, a premium (the ‘Buyer’s Premium’) is payable 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 the Hammer Price and Expenses are also payable by the Buyer as set out in the Buyer’s Agreement. All the sums payable to us by the Buyer are subject to GST. For this Sale the following rates of Buyer’s Premium will be payable by Buyers of Lots 22% of the Hammer Price. With the exception of Collectors’ Motor Cars and Motorcycles where the buyer’s premium will be 15% on the first AUS$100,000 and 10% thereafter.

8. GST

The prevailing rate of GST at the time of going to press is 10% but this subject to government change and the rate payable will be the rate in force on the date of the sale.

The Hammer Price is inclusive of GST where applicable.

Where the Lot will be exported from Australia, GST may not apply to the sale of the Lot. You should discuss the position further with us.

For a list of lots consigned by GST registered entities please consult a specialist.

GST at the prevailing rate will be added to Buyer’s Premium which will be invoiced on a GST inclusive basis.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department henry.sisley@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to the goods in question and also to obtain any relevant export and/or import licence(s).

The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

Lots may be subject to special regulations based on their nature. In particular, if a Lot is of Australian cultural significance, such as for ethnological, historical, archaeological literary, artistic, scientific or technological reaons its export may be regulated by the Protection of Moveable Cultural Heritage Act 1986 (Cth). If you purchase, or plan to purchase, a Lot that may be subject to this Act, you should acquaint yourself with the impact of the Act prior to purchase. Under this Act, some objects may not be able to be exported, retained or re-exported by the export licence holder or person in possession of the object without permission. For more information on the Act see www.arts.gov.au/movable.

To comply with the Aboriginal Heritage Act 2006, section 36(1) (e), lots marked with the symbol ‘A’ in the catalogue indicate Indigenous artefacts made in the State of Victoria that require the Cultural Heritage Permit to be removed from the state. If required, Bonhams will assist in obtaining the permits. Lots purchased must be paid for in accordance with the terms and conditions and the denial of a cultural heritage permit or any delay in obtaining such permit(s) may result in the rescission or cancellation of any sale or any delay in making payment. For further enquiries please contact the department specialists.

The refusal of any import or export licence(s), any delay in obtaining such licence(s), or any limitation on your ability to export a Lot shall not permit the rescission of any sale nor allow any delay in making full payment for the Lot.

Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol ‘Y’ are subject to CITES regulations when exporting these items, which may, for example, include objects of ivory, tortoiseshell and other wildlife items outside Australia. Information about these regulations may be found at www.environment.gov.au/ biodiversity/trade - ucris/idex.html or may be requested from:

The Director

Wildlife Trade

Department of the Environment, Water, Heritage and the Arts

GPO Box 787

Canberra ACT 2601

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, and to the extent permitted by law, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. To the extent permitted by law, the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, tort, breach of contract (if any) or statutory duty, indemnity or contribution, or otherwise. To the extent permitted by law, in any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, the Seller will not be required to indemnify or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller’s liability (combined, 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 in respect of any such negligence, 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) death or (ii) 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) any other liability to the extent the same may not be excluded or restricted as a matter of law or (iv) our undertakings under the List of Definitions (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 10 of the Buyer’s Agreement.

16. CLOCKS AND WATCHES

All Lots are sold “as is”, and the absence of any reference to the condition of each Lot does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Bidders should be aware that the importation of watches such as Rolex, Frank Muller and Corum from Switzerland is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. 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.

18. JEWELLERY

Ruby and Jadeite: untreated gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the Buyer’s responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure to subsequently import goods into the US does not constitute grounds for non-payment or cancellation of sale. Bonhams will not be responsible for any additional costs in this regard however incurred.

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or the like. Visibility of treatments to enhance their appearance.

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PHOTOGRAPHS

“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 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 date is given, this indicates that the photographic print is vintage (the term ‘vintage’ may also be included in the lot description).

A vintage photograph is one which was made within approximately 5 - 10 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 late, “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 illustrated.

All photographs are sold unframed unless stated in the lot description.

20. PICTURES

Explanation of Catalogue Terms

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

• “Jacopo Bassano” in our opinion a work by the artist. When the artist’s forename(s) is not known, a series of asterisks, followed by “*” will indicate whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;

• “Contributed 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 a named artist in a studio or workshop of the artist and not necessarily his pupil;

• “Signed and/or dated and/or inscribed”*: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil;

• “Manner of Jacopo Bassano”*: in our opinion a work in the style of the artist and of a later date;

• “After Jacopo Bassano”: in our opinion, a copy of a known work of the artist;

• “Signed and/or dated and/or inscribed”: in our opinion the signature and/or title and/or date and/or inscription are in the artist’s hand;

• “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

21. PORCELAIN

Damage and Restoration

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

22. IMPORTANT NOTICE

Readers of this catalogue should be aware that some of the illustrations contain images of a sacred nature or secret nature. It is suggested that art centre managers in Aboriginal communities vet the illustrations with the appropriate local elders before distributing this catalogue in Aboriginal communities.

SYMBOLS

The following symbols are used to denote:

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

= Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.

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

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

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

Arts and Crafts Indigenous arts and crafts from the States of Victoria that require a Cultural Heritage Permit to be removed from the state.

DATA PROTECTION - USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). We use your data to offer you the use of services as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and any other companies as defined in section 9 of the Corporations Act 2001, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but may at times to provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of six years from the date of your last contact with us so as to comply with future records. The data may be transferred outside Australia, in particular the United Kingdom, and you agree to this transfer. Even when information is stored outside Australia, we will continue to comply with the National Privacy Principles set out in the Australian Privacy Act.

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 76 Paddington Street, Paddington, Paddington, NSW 2021, Australia or by email at info.aus@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot by you, to be notified in writing or by an irrevocable bid by a third party, who may sell the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale 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, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY DESCRIPTION IS LIMITED, YOU ARE STRONGLY ADVISED TO EXAMINE THE LOT FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1. THE CONTRACT

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

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

1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller’s agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller’s behalf) Bonhams’ opinion (given on a reasonable and honest basis) about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5, including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Specification of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

4.2 The Seller will not be liable for any breach of any alleged undertaking, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

6.1 Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot.

6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller’s behalf (in which case the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

7.1 The Seller does not make and does not agree to make any contractual promise, undertaking, warranty, guarantee, or representation of fact, or undertake any duty of care, in relation to any Specification of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale. You will be responsible for packing, handling, and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

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

8.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.

8.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams’ or in your possession but until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.

9.1.1 You will collect and remove the Lot at your own expense from the premises of Bonhams and of the Storage Contractor (at the Seller’s option) and subject to any applicable storage fees (or any part thereof) which may have been made by or on behalf of the Seller either in the Catalogue or in the Report, all other sums owed by you to the Seller and/or Bonhams in respect of the Lot, and all other sums owed by you to the Buyer.

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

9.1.3 Without Reserve

9.1.4 the Seller will account to you in respect of any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams.

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

9.1.6 to be paid interest on any monies due (after as before judgement or order) at the annual rate of 5% per annum above the base rate of Australia and New Zealand Banking Group Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

9.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller 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;

9.1.8 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 for Sale shall have been paid in full in cleared funds;

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

9.1.10 so long as such goods remain in the possession of the Seller or Bonhams or its bailee, 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 or to Bonhams by you.

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

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

10.1 The Seller will notify you by the Purchase Price.

10.1.1 to resell the Lot by auction, private treaty or at any other Sale at the Seller’s option, at the Seller’s discretion, and subject to any applicable storage fees (or any part thereof) which may have been made by or on behalf of the Seller either in the Catalogue or in the Report, all other sums owed by you to the Seller and/or Bonhams in respect of the Lot.

10.1.2 without Reserve

10.1.3 your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you or to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams by you.

10.1.4 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 for Sale shall have been paid in full in cleared funds;
10.2 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.

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

10.3 Subject to paragraph 9.3 below, except for breach of the express undertakings provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Trade Practices Act 1974 or otherwise.

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

10.4 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer, the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity, inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, by or conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;

10.4.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty) for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

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

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

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

11.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be served 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 Bidder's Form (unless notice of any change of address is given in writing). It is the responsibility of the buyer of the notice or communication to ensure that it is received in a legible form within any applicable time period.

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

12.1.4 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 state or territory of Australia where the Sale takes place (and except as provided in paragraph 11.2) the Seller and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, 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.

1.4 Any representation of fact in relation to any Lot, or the conformity of the Lot with any Description, will, where appropriate, include reference to Bonhams, to the expert(s) or the Seller, as the case may be.

11.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of, the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company, and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and of such companies, of which it is or is held to be reliant on the relevant immunity and/or exclusion and/or restriction and/or (Bonhams and the Seller) in this agreement on trust for each such person.

11.6.3 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 state or territory of Australia where the Sale takes place and/or by notices at the Sale and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

11.1 GOVERNING LAW & DISPUTE RESOLUTION

12.2.1 any dispute concerning the Description, authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the Lot, or the conformity of the Lot with any Description, or whether the Lot is or is not a Forgery shall be referred, if so required by Bonhams, to an expert or a panel of up to three experts appointed, in the absence of agreement among the Seller, you and (if applicable) Bonhams, by the professional body most appropriate in Bonhams’ opinion to advise upon the subject matter in question, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;

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

12.1.4 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 state or territory of Australia where the Sale takes place and/or by notices at the Sale and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

3.1.1 the Purchase Price for the Lot;

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

3.1.3 if the Lot is marked [1], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with GST on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.

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

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

3.4 If GST is or will be payable on a supply of services made to us by you under or in connection with this agreement, where the sums payable are not expressly stated to include GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.

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

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 6.

3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

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

4.2 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, by 4.30pm on the seventh day after the Sale.

4.3 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 days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with a Storage Contractor for the storage of

the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of AU$5.50 inclusive of GST per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

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

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, any Expenses and all charges due under the Storage Contract.

You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot. You will pay for the storage of the Lot by the date and time specified in the Notice to Bidders.

You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current daily 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 we will retain our lien over the Lot by you on your behalf.

STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

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

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

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):

- to terminate this agreement immediately for your breach of contract;
- to take legal proceedings against you for recovery of any sums payable to you by us (including the Purchase Price) and/or damages for breach of contract;
- to repossess the Lot (or any part thereof) which has not been cleared of all charges (including any charges due under the Storage Contract) by you or at your expense;
- to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months’ written notice of our intention to do so;
- to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
- to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- on three months’ written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- refuse to allow you to register for a future Sale or to register a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us; and secondly if the Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5.

You will either be held by us as an agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

We will account to you in respect of any balance we hold remaining from any monies received from you for any purpose under the Storage Contract or other charges for any Lot not removed in accordance with the Storage Contract, all of which must be paid by you on demand and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

We will account to you in respect of any balance we hold remaining from any monies received from you for any purpose under the Storage Contract or other charges for any Lot not removed in accordance with the Storage Contract, all of which must be paid by you on demand and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

We will account to you in respect of any balance we hold remaining from any monies received from you for any purpose under the Storage Contract or other charges for any Lot not removed in accordance with the Storage Contract, all of which must be paid by you on demand and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.
8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or

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

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

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

8.2 The discretion referred to in paragraph 8.1:  

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

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

9 FORGERIES

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

9.2 Paragraph 9 applies only if:

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

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery; and

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

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

9.3.1 the entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts; or

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

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

9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, and we will pay you an amount equal to the sum of the Purchase Price, Buyer’s Premium, GST and Expenses paid by you in respect of the Lot.

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

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

9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings; a motor vehicle or motor vehicles, a Stamp or any Impression Book or Boleto.

10 OUR LIABILITY

10.1 We acknowledge that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, services (including those under this agreement) come with a warranty under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose (where the purpose is made known). We also acknowledge that certain other laws cannot be excluded. Nothing in paragraphs 10.2 to 10.4 is intended to exclude or restrict:

10.1.1 the application of any consumer protection legislation; or

10.1.2 our liability for fraud or death or personal injury caused by our negligence (or any person under our control for whom we are legally responsible); or

10.1.3 any other liability to the extent that such liability may not be excluded or restricted on a matter of law.

10.2 Subject to paragraph 10.1, we will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Theft Act 1978 or in any other respect in respect of any loss or damage caused as a result of it being affected by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.3 Subject to paragraph 10.1, our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise due care and skill in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:

10.3.1 handling the Lot if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.3.2 changes in atmospheric pressure; nor will we be liable for:

10.3.3 damage to tension stringed musical instruments; or

10.3.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in any manner we think fit and we will be under no liability to you for so doing.

10.4 Subject to paragraph 10.1 we will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer’s management or staff, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailor’s duty, a restitutionary claim or otherwise.

10.5 Subject to paragraph 10.1 we will not be liable to you for any loss of possession or for any loss of possession, whether accidental or by force of any act of God, and for any other loss or damage which may result from any cause beyond our control or from any cause resulting from our negligence, other tort, breach of contract, statutory duty, bailor’s duty, a restitutionary claim or otherwise.

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

11 MISCELLANEOUS

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

11.2 Our failure or delay in enforcing any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the ability subsequently to enforce any right arising under this agreement.

11.3 If either party to this agreement is prevented from performing that party’s respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would be 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.

11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract then for lack of or failure to take notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

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

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

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

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

11.9 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.

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

11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

11.12 Where this agreement confers an immunity from, 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 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 (and Bonhams enter into this agreement on trust for each such person).

12 GOVERNING LAW AND DISPUTE RESOLUTION

12.1 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 state or territory of Australia where the Sale takes place and (except as provided in paragraph 12.2) we and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, 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.
12.2 Dispute Resolution

12.2.1 any dispute concerning the Description, authenticity, age, suitability, quality or origin of the Lot, the conformity of the Lot with any description, or whether the Lot is or is not a Forgery shall be referred, if so required by Bonhams, on appeal or at the instance of the Buyer or Seller, to an expert or a panel of experts appointed, in the absence of agreement among the Seller, you and (if applicable) Bonhams, by the professional body most appropriate in Bonhams’ opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;

12.2.2 such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;

12.2.3 any other dispute relating to or arising out of the sale of the Lot or this agreement shall be finally resolved, if so required by Bonhams, by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the tribunal and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the Seller, you and (if applicable) Bonhams, by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney and all proceedings (whether oral or written) will be conducted in the English language;

DATA PROTECTION - USE OF YOUR INFORMATION

As a result of the services provided to us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your personal preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 805A of the Corporations Act 2001, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time use such information about your activities and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of six years from the date of your last contact with us so as to comply with any future registration. The data may be transferred to and stored outside Australia, particularly the United Kingdom, and you agree to this transfer. Even when information is stored outside Australia, we will continue to comply with the National Privacy Principles set out in the Australian Privacy Act.

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 76 Paddington Street, Paddington, NSW 2021, Australia or by email at info.aus@bonhams.com.

APPENDIX 3

DEFINITIONS and GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist in understanding words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS


“Auctioneer” the representative of Bonhams conducting the sale.

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

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

“Bonhams” Bonhams 1793 Limited or its successors or assigns. Bonhams is referred to in the Bidding Form or in the conditions of Business and the notice to Bidders by the words “we”, “us” and “our”.


“Business” includes any trade, business and profession.

“Buyer” the person whose Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer’s Agreement by the words “you” and “your”.

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

“Buyer’s Premium” the rate of the Hammer Price at the rates stated in the Notice to Bidders.

“Catalogue” the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.

“Commission” the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

“Condition Report” a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

“Consignment Fee” a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.


“Contract Form” the contract form, or vehicle entry form, as applicable, signed by you or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

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

“Contractual Description” the only description of the Lot being that part of the Entry in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

“Description” any statement or representation in any way descriptive of the Lot, including any statement of representation relating to its authorship, attribution, condition, provenance, authenticity, style, date, age, period, provenance, culture, origins or condition of the Lot which at the date of the Sale had a substantial effect on the identity of the Lot or its description.

“Entry” a written statement in the Catalogue identifying the Lot and its Lot number which may contain a description and illustration(s) relating to the Lot.

“Estimate” a statement of our opinion of the range within which the hammer is likely to fall.

“Expenses” a fee payable by the Seller to Bonhams in respect of the Purchase Price of any Lot.

“Description” any statement or representation in any way descriptive of the Lot, including any statement of representation relating to its authorship, attribution, condition, provenance, authenticity, style, date, age, period, provenance, culture, origins or condition of the Lot, by a visual examination of a Lot (whether at auction or by private treaty). It is not binding on Bonhams and in the absence of agreement between the Seller and Bonhams, the description in the Catalogue is the Seller’s description.

“Lot” means a postage stamp offered for sale at a Specialist Stamp Sale.

“Lot Description” an identification of a Lot, including its description and the price in the currency in which the Sale of the Lot is conducted (including GST, if any) at which a Lot may be sold. The Lot Description is not binding on Bonhams and in the absence of agreement between the Seller and Bonhams, the description in the Catalogue is the Seller’s description.

“Sale Proceeds” the net amount due to the Seller from the sale of a Lot, being the Hammer Price less any Commission and any other amount due to us in whatever capacity and howsoever arising.

“Seller” the person who offers the Lot for sale by Bonhams (see Appendix 2 in the Catalogue).

“Stamp” a postage stamp offered for sale at a Specialist Stamp Sale.

“Standard Examination” a visual examination of a Lot by a specialist on the Lot.


“Withdrawal Notice” the Seller’s written notice to Bonhams revoking Bidders’ 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 it is not intended to limit their legal meanings.

“artist’s resale right”: the right of the creator of a work of art to a percentage of the sale price of a subsequent sale of the original Sale of that work by the creator of it as set out in the Resale Royalty Right for Visual Artists Act 2009.

“bailee”: a person to whom goods are entrusted.

“indemnity”: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression “indemnify” is construed accordingly.

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

“knocked down” the act of a hammer falling on a Lot to a Bidder, indicated by the fall of the hammer at the Sale.

“lot”: a right for the person who has possession of the Lot to retain possession of it.

“risk”: the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

“title”: the legal and equitable right to the ownership of a Lot.

“tort”: a legal wrong done to someone to whom the wrong doer has a duty to care.