



Lions at Large Auction

Terms and Conditions

Introduction

The Lions at Large Auction Event is managed by Cheltenham & Gloucester Hospitals Charity registered charity number 1051606 (known hereafter as CGHC).

The Auctioneer is Harperfield Auctioneer and Valuers (known hereafter as Harperfield)

The Lions at Large online action is managed by the-saleroom via their online bidding platform; the-saleroom.com.

Data Protection

By registering to bid at the Lions at Large Auction you are consenting to allow Harperfield and CGHC, to contact you about the Lions at Large auction and acknowledge that Harperfield and CGHC will process your personal data in accordance with their Privacy Notices for the purposes of administering the Lions at Large auction.

If you indicate that you may want to make an Absentee Bid, you are also consenting that this information will be provided to Harperfield and CGHC for the purposes of administering the Lions at Large Auction.

If you register for the online auction, you are also consenting that this information will be provided to Harperfield, CGHC and the-saleroom for the purposes of administering the Lions at Large Auction.

Should your bid be successful, your details will be shared with Glide Removals who will be on hand to offer delivering the goods. If you wish to opt for this service, you will enter a separate agreement with Glide Removals for delivery of the Lion.

Your data will be stored and shared in accordance with the UK General Data Protection Regulation and any other data protection legislation which may amend or supersede the GDPR.

As part of our commitment to privacy and transparency you can review more information about how we collect and use personal information via our Privacy Notices.

1. Cheltenham & Gloucester Hospitals Charity
<https://www.gloshospitals.nhs.uk/charity/privacy-notice/>
2. Auctioneer
<https://www.harperfield.co.uk/privacy-policy/>



Terms and Conditions

1. Introduction

These Terms and Conditions of Sale ("Conditions") set out the legal relationship between the Buyer and CGHC. By registering to bid and participate in the Lions at Large Auction, you will be deemed to have read and agreed to be bound by these Conditions and the accompanying Buyer's Guide.

2. Definitions

When the following words are used in these Terms and Conditions mean:

Auction – A live sale by auction managed by CGHC and Harperfield.

Bidder – Any person, properly registered and approved by CGHC and/or Harperfield/the-saleroom to participate in the Auction who makes or considers making a bid to buy a Lot at Auction.

Buyer – The person or organisation making the highest bid for a Lot accepted by the auctioneer, including a principal bidding as agent.

Guarantee of Authenticity – CGHC guarantee that the items sold at the auction are the Lion sculptures created by artists, displayed at the Lions at Large event and sold to raise money for Cheltenham and Gloucester Hospitals Charity.

Hammer Price – The highest bid for a Lot accepted by the auctioneer at the Auction or, in the case of a post-auction sale price.

Lot – Individual item listed in the Auction Catalogue.

Purchase Price – The Hammer Price

3. Catalogue Descriptions and Condition of Lots

- 3.1. All Lots are sold subject to their condition at the date of the Auction. By making a bid, the Bidder accepts the actual condition of the Lot and acknowledges that if a bid is successful, the Buyer will buy the lot 'as is'.
- 3.2. CGHC and Harperfield cannot guarantee that colours are properly shown in the Auction catalogue. All Lots are sold 'as is'. Bidders are encouraged to inspect Lots and satisfying themselves as to condition before bidding.



4. Before the Auction

- 4.1. Every Bidder must register using the Bidder Registration Form obtained from <https://cheltenhamgloucesterhospitalscharity.beaconforms.com/form/7e887b4a> in accordance with the Buyer's Guide. Those who wish to bid in the Auction online must register with Harperfield <https://bid.harperfield.co.uk/auctions/9416/srstr10163>.
- 4.2. Those attending the live auction in person must purchase tickets, in advance for all attendees, from the Lions at Large website: <https://lionsatlarge.co.uk/auction/>

5. During the Auction

- 5.1. CGHC and Harperfield reserve the right to refuse participation in the Auction and to reject any bid. Bids may not be accepted from unregistered bidders and all Bidders must be 18 or over and have sufficient funds to cover any bids made.
- 5.2. All Bids must be made in Pounds Sterling and are exclusive of VAT.
- 5.3. The auctioneer has the right to exercise reasonable discretion in refusing any bid, advancing the bidding in such a manner as he may decide, and in the case of error or dispute, and whether during or after the sale, determining the successful Bidder, continuing the bidding, cancelling the sale or re-offering and reselling the Lot in dispute. If any dispute arises after the sale, then, in the absence of any evidence to the contrary the sale record maintained by the auctioneer will be conclusive.
- 5.4. When making a bid, every Bidder acknowledges that such a bid is a binding offer to buy the Lot at that price (plus the, Buyer's Expenses (if applicable), and any and all shipping charges, import duties/taxes, storage and other costs). A successful Bidder will be deemed to be the Buyer unless it has been explicitly agreed in writing with CGHC before the start of the Auction and set out in the Bidder Registration Form that the Bidder is acting as agent on behalf of an identified third party acceptable to CGHC and only then will CGHC regard that third party as the Buyer. In such circumstances, the Bidder acting as agent confirm that he is authorised to bind the third party and that the Buyer has been made aware of and accepts these Conditions.
- 5.5. GCHC will use reasonable efforts to execute written bids delivered before the Auction for Bidders unable to attend the auction in person, by an agent or online. All such written bids must be made on the Bidder Registration form at <https://cheltenhamgloucesterhospitalscharity.beaconforms.com/form/7e887b4a>.
- 5.6. If CGHC receives written bids on a particular Lot for identical amounts, and at the action these are the highest bids on the Lot, it will be sold to the person whose written bid was received and accepted first. In all other cases of equal bids, the winning Bidder shall be selected at random by drawing names from a hat or as otherwise determined by GCHC.
- 5.7. Online bidding at the Lions at Large Auction is made available via the-saleroom (a third-party software company), via Harperfield and online bidding is subject to their respective terms of use.
- 5.8. The Auction will be tracked on a video or digital screen, which may display, among other things, a photograph of the Lot offered for sale and the then-current bid. Bidders understand and agree that errors may occur in its operation and,



except as expressly stated in the Buyer's Guide or these Conditions, CGHC and Harperfield shall have no liability arising out of or related to any errors or omission in respect thereto.

- 5.9. By participating in and/or attending the Auction and signing the Bidder Registration Form, each person consents to be filmed and/or photographed and agrees and authorises CGHC and Wild in Art to use and publish such film and/or photographs, name and likeness for use in (1) providing online access to the Auction, (2) recording the results of the Auction, (3) print, digital, online and all other media for marketing purposes (including without limitation, on CGHG and Wild in Art websites, Facebook Live, YouTube and other online platforms) and (4) in any other CGHC and Wild in Art publications of whatever nature. The participant releases CGHC and Wild in Art and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases CGHC and Wild in Art and any third parties involved in making, creation or publication of the images or any marketing or other materials from all and any liability for claims made in respect of such publication. Publication of the images in whatever format condone no right of ownership on the individual or right to royalties or payment.
- 5.10. The highest bid accepted by the auctioneer at the close of the auction will be the Buyer and the conclusion of a contract for sale between the Seller and the Buyer. All sculptures remain the responsibility of Cheltenham and Gloucester Hospitals Charity whilst they are in our care. On collection, or after Friday 24th October (whichever comes first), you are responsible for any insurance.

6. After the Auction

- 6.1. Please be prepared to let us know how you'll be paying for any successful bids as soon as the Hammer has gone down. Our staff will be on hand to take this information from you and for you to sign an information sheet which will show the price to be paid, and identify the Lot purchased.
- 6.2. Unless a different arrangement (as set out in condition 5.2.2 of the Buyer's Guide) has been agreed by CGHC payment is due within 14 working days of the invoice being issued and must be made by the Buyer. Payments from any other source will not be accepted and shall be returned by CGHC.
- 6.3. Title in the Lot will pass to Buyer and the Lot will be made available for collection by the Buyer only when CGHC is completely satisfied that all monies owing have been paid in full. You may pay via credit/debit card, via BACS, Cheque or via the issue on an invoice.
- 6.4. Credit card payments are only acceptable on the express understanding that the Lot is not returnable, refundable nor exchangeable and no charge credit card or refund may be issues in the event of any such return. If payment is made by credit card, Buyer will not undertake any action or effort to stop payment, seek a refund, or attempt a charge back of such amounts – or any Credit Card Fee assessed thereon – by the issuer of the credit card.
- 6.5. The Buyer will not acquire title to the Lot until all amounts due to CGHC from the Buyer have been received by CGHC in cleared funds even in circumstances where CGHC has released the Lot to the Buyer.



- 6.6. In the event of default by the Buyer, CGHC may take one or more of the following actions:
- 6.6.1. hold the Buyer liable for the total amount due and commence legal proceedings for its recovery together with interest, legal fees and costs to the fullest extent permitted under applicable law;
 - 6.6.2. cancel the sale;
 - 6.6.3. resell the Lot publicly or privately on such terms as CGHC shall think fit;
 - 6.6.4. take such other action as CGHC deem necessary or appropriate. If CGHC resells the Lot under 6.6.3 above, the Buyer shall be liable for payment of any deficiency between the total amount originally due to CGHC and the amount received upon resale as well as all reasonable costs, expenses, damages, legal fees and commissions and premiums of whatever kind associated with both sales or otherwise arising from the default.
- 6.7. CGHC shall be entitled to retain Lots sold until all amounts due have been received in full in good cleared funds or until the Buyer has performed any other outstanding obligations as CGHC shall reasonably require. Subject to this, the Buyer shall collect, or have shipped or collected for shipment, purchased Lots before Friday 24th October. Lots can be collected in person by appointment only (please see the Buyers Guide for further information).
- 6.8. It is the Buyer's sole obligation and responsibility to be aware of, to comply with, and to pay for all relevant import duties, taxes, customs and other fees charged in the Buyer's local jurisdiction. The Buyer understands and agrees that CGHC shall have no obligation or responsibility for any import duties, taxes, customs, shipping or other charges for the Lots shipped. Failure by the Buyer to pay all necessary amounts may result in the relevant authorities returning the Lot to CGHC and in those circumstances the Buyer will be charged and will pay storage costs and CGHC's additional reasonable costs and expenses.
- 6.9. It is the Buyer's responsibility to ensure that any Lot purchased from CGHC enters the shipping location lawfully, that all duties and taxes have been paid and that all required export procedures, regulations, and laws were properly complied with. Buyer understands and agrees that WIA shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.
- 6.10. If the Buyer wishes to apply for an export licence this does not affect or postpone the Buyer's obligation to make payment in accordance with CGHC's payment terms nor CGHC's right to charge interest or storage charges on late collections.

7. Use of Information

- 7.1. By registering to bid at the Lions at Large Auction you are consenting to allow CGHC and Harperfield (and therefore the-saleroom) to contact you about the Lions at Large Auction and to process your personal data for the purposes of administering the Lions at Large Auction. CGHC and Harperfield will not contact you for any other reason unless you opt-in to receive additional communications in the Bidder Registration Form.



- 7.2. If you indicate that you may want to make an Absentee Bid, you are also consenting that this information will be provided to Harperfield for the purposes of administering the Lions at Large Auction.
- 7.3. If you register for the online auction, you are also consenting that this information will be provided to the saleroom for the purposes of administering the Lions at Large Auction.
- 7.4. If your bid is successful you are consenting to allow CGHC and Glide Removals to contact you regarding delivery of the Lot.

8. Terms of Guarantee of Authenticity

- 8.1. CGHC guarantee that the sculptures sold at the auction are the Lions at Large Sculptures created by artists for the purposes of raising money for CGHC.
- 8.2. Except as expressly provided in these Conditions CGHC shall have no liability to the Buyer in respect of a Lot and all and any implied warranties and conditions are excluded to the fullest extent permitted by law.

9. Intellectual property rights

The copyright in all images, illustrations and written material produced by or for CGHC and Wild in Art relating to a Lot (including the contents of the Auction catalogue), is and shall remain at all times the property of CGHC and Wild in Art and shall not be used by the Buyer, nor by anyone else, without CGHC and Wild in Art's written consent. CGHC and Wild in Art make no representation or warranty that the Buyer of a Lot will acquire any copyright or other reproduction rights in it.

10. Events outside our control

CGHC will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Conditions that is caused by an event outside its control, that being any act or event beyond CGHC's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks. CGHC obligations shall be suspended and time for performance extended until such time as the event outside its control is over, following which a new collection or shipping date can be agreed.

11. Other important terms

- 11.1. If any part of these Conditions is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of the Conditions shall continue to be valid to the fullest extent permitted by law.
- 11.2. The contract is between the Buyer and CGHC and no other person shall have any rights to enforce any of its terms.
- 11.3. If CGHC fails to insist on performance of any of a Buyer's obligations under these Conditions, or if it delays in doing so, that will not mean that CGHC has

waived its rights against the Buyer and does not mean the Buyer no longer has to comply with those obligations.



- 11.4. This agreement and conditions are governed by and construed in accordance with English law and the Parties agree to the exclusive jurisdiction of courts of England.