



Big Fun Art Adventure Auction

Buyer's Guide and Terms and Conditions

Auction date: Thursday 7 November 2024

(For in person and online)

Introduction

The Big Fun Art Adventure Auction is managed by North London Hospice (Charity No. 285300. Company Registration No. 01654807).

North London Hospice is using the services of an official auctioneer, Christie's, to conduct the auction in-person. The auctioneer will be Natalia Voinova.

The Big Fun Art Adventure online auction is managed by Wild in Art (WIA) with Christie's and with online auction partner Bidpath.

Data Protection

By registering to bid at the Big Fun Art Adventure auction you are consenting to allow Wild in Art and North London Hospice (registered charity number 285300) to contact you about the Big Fun Art Adventure auction and acknowledge that Wild in Art and North London Hospice will process your personal data in accordance with their Privacy Notices for the purposes of administering the Big Fun Art Adventure auction.

If you indicate that you may want to make a telephone bid or an absentee bid, you are also consenting that this information will be provided to Christie's for the purposes of administering the Big Fun Art Adventure auction.

If you register for the online auction, you are also consenting that this information will be provided to Bidpath for the purposes of administering the Big Fun Art Adventure auction.

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



After the auction, North London Hospice may get in touch with you using the contact details you provide to ask if you would like to hear more from them in the future. If you would prefer not to be contacted for this purpose, please email North London Hospice at bigfunart@northlondonhospice.co.uk using the subject line 'opt out'.

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. North London Hospice: <https://northlondonhospice.org/about-us/privacy-notice/>
2. Christie's: <https://www.christies.com/en/privacy-centre/privacy-notice/overview>
3. Wild in Art: <https://www.wildinart.co.uk/privacy-policy>
4. Bidpath: <https://bidpath.com/privacy-policy>

Buyer's Guide

1. Introduction

This Buyer's Guide contains a brief overview of the Big Fun Art Adventure auction process and the terms under which lots are made available for sale at auction. Please read the Buyer's Guide and the Terms and Conditions of Sale carefully. By registering to bid and participate in the auction, you will be deemed to have agreed to be bound by them.

2. Definitions

When the following words are used in this Buyer's Guide, they mean:

- **Auction** – A live sale by auction managed by North London Hospice and Wild in Art.
- **Bidder** – Any person, properly registered and approved by North London Hospice and/or Wild in Art 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 or offer for a Lot accepted by the auctioneer, including a principal bidding as agent.
- **Guarantee of Authenticity** – North London Hospice and Wild in Art guarantee that the items sold at the auction are the Big Fun Art Adventure sculptures created by artists, displayed on the Big Fun Art Adventure trail and sold to raise money for North London Hospice.



- **Intellectual property right** – The copyright in all images, illustrations and written material produced by or for Wild in Art and North London Hospice relating to a Lot (including the contents of the auction catalogue), is and shall remain at all times the property of Wild in Art and North London Hospice and shall not be used by the buyer, nor by anyone else, without Wild in Art and North London Hospice’s written consent. Wild in Art and North London Hospice make no representation or warranty that the buyer of a Lot will acquire any copyright or other reproduction rights in it.
- **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 North London Hospice 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 at the farewell week.

4. Before the auction

4.1. Bidder registration

4.1.1. Every person or organisation wishing to make a bid is required to register before participating at the auction.

4.1.2. Those wishing to attend the auction as a bidder either in their own capacity or as an agent for another bidder, need to complete and return the Bidder Registration Form which is available online at www.bigfunartadventure/auction or can be requested by emailing bigfunart@northlondonhospice.co.uk.

4.1.3. Those who wish to bid in the auction either by telephone or by using an absentee, proxy or with a written bid must also complete a Bidder Registration Form at



www.bigfunartadventure/auction or can be requested by emailing bigfunart@northlondonhospice.co.uk

4.1.4. Those who wish to bid in the auction online must create a Wild in Art Auctions Account and register for the Big Fun Art Adventure auction at <https://wildinartauctions.com>. The online Auction Registration Form must be completed in full and the bidder may be asked to provide credit card information to comply with Wild in Art's due diligence checks.

4.1.5. To register as an in-person bidder, the Bidder Registration Form must be completed in full and the bidder must provide at least one (1) form of ID which must include one (1) government-issued photo identification. If this does not state your current address, proof of address will also be required. The form can be emailed ahead of time to bigfunart@northlondonhospice.co.uk or can be presented at the registration desk on the auction night.

4.1.6. If registering as an organisation, you must provide a copy of the certificate of incorporation, or, in the case of unregistered entities, other satisfactory evidence - contact bigfunart@northlondonhospice.co.uk for confirmation of what will be acceptable. You can email this form ahead of time to bigfunart@northlondonhospice.co.uk or present it at the registration desk on the auction night.

4.1.7. If you are registering as an agent to bid on behalf of another party, you must produce the relevant ID documents in points 3.1.5. and 3.1.6 above for yourself and the person or organisation on whose behalf you are acting. In addition, you must provide written and signed authority from the third party confirming your authority to bid on their behalf.

4.2. Pre-Auction Viewing

4.2.1. All Lots can be previewed at the Celebration and Farewell Week from Saturday 26 October to Friday 1 November (10:00-16:00) at Hale Works, Hale Village, Daneland Walk, London N17 9GW.

4.3. Delivery or Collection of Artworks

4.3.1. Without any liability, our delivery partner Bond & Lewis can provide delivery estimates before the auction; a bidder requiring this information should email Bond & Lewis (info@bondandlewis.co.uk), with the delivery address at least 3 working days before the start of the auction, or visit their desk at the auction.



4.3.2. If delivery is requested, invoices for the delivery of sculptures by Bond & Lewis will be raised by Bond & Lewis and emailed to the successful buyer the day following the auction. Invoices for delivery must be paid before delivery takes place.

4.3.3 If the bidder is based outside the UK, the bidder should ensure in advance of the auction that the Lot can be exported from the UK and imported into the country of destination. No sale will be cancelled because the Lot may not be imported into the country of destination.

4.3.4 North London Hospice will work with any parties who wish to export their sculptures. We can recommend third-party independent freight agents who can advise bidders on relevant export licensing regulations and may assist with export licence applications. Neither North London Hospice nor its freight agents can guarantee that any licences, permits or consents will be granted. Any bidder who may require this assistance needs to do so at least 7 days before the Auction.

5. At the auction

5.1. Bidding

5.1.1. North London Hospice reserves 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.

5.1.2. All bids are by individual Lot unless the auctioneer states to the contrary during the live auction. Lots will usually be sold in their numbered sequence, unless the auctioneer announces otherwise.

5.1.3. All bids must be made in English only.

5.1.4. The auctioneer may accept bids from bidders present in the sale room, via telephone, online or written bids delivered to the appointed auctioneer before the auction commences using the Bidder Registration Form.

5.1.5. Telephone bidders must provide a list of Lots on which they intend to bid at least 24 hours before the start of the auction. Please email this to us at bigfunart@northlondonhospice.co.uk

5.1.6. Where a bidder submits more than one written bid for the same Lot, they will be executed at the lowest possible price.



5.1.7. Online bids shall be made in accordance with and subject to the terms of the online auction platform.

5.1.8. The auctioneer may accept or decline bids at their entire discretion.

5.1.9. When making a bid, every bidder acknowledges that such 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 North London Hospice 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 North London Hospice and only then will North London Hospice regard that third party as the buyer. In such circumstances, the bidder acting as agent confirms that s/he is authorised to bind the third party and that the buyer has been made aware of and accepts these Conditions.

5.1.10. If North London Hospice via the auctioneer receives written bids on a particular Lot for identical amounts, and at the auction 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 North London Hospice.

5.1.11. Online bidding at the Big Fun Art Adventure auction is made available via Bidpath (a third party software company) and online bidding is subject to their respective terms of use.

5.1.12. The auction will be streamed 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, North London Hospice shall have no liability arising out of or related to any errors or omission in respect thereto.

5.1.13. 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 Wild in Art and North London Hospice 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 Wild in Art and North London Hospice websites, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art and North London Hospice publications of whatever nature. The participant releases Wild in Art and North London Hospice and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and North London Hospice and any third parties involved in the 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 confers no right of ownership on the individual or right to royalties or payment.

5.1.14. 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. Risk and responsibility for the Lot passes to the buyer at the point of sale on the date of sale and the buyer should arrange insurance cover for the Lot if required.

6. After the auction

6.1. Successful bids

6.1.1. North London Hospice will raise invoices for each successful bid at the end of the auction and these will be sent to the successful Bidders by hand/email. The invoice will show the hammer price to be to be paid, and identify the Lot purchased.

6.2. Payment

6.2.1. Payment is due when the lot is knocked down to you on the fall of the auctioneer's hammer in respect of the Lot.

6.2.2. Unless agreed in writing with you by North London Hospice, you must pay all the sums in Pounds Sterling either on the evening upon winning the Lot or within 5 days of the invoice being issued and you must ensure that the funds are cleared by the 5th working day from when the invoice was issued. Payment must be in Pounds Sterling and may be made by electronic transfer, debit card, credit card (up to a maximum of £25,000), banker's draft or cash (up to a maximum of £5,000).

6.2.3. Credit card payments are only acceptable on the express understanding that the Lot is not returnable, refundable nor exchangeable and no charge card credit may be issued in the event of any such return. If payment is made by credit card, the 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.

6.2.4. Title in the Lot will pass to the buyer and the Lot will be made available for collection by the buyer only when North London Hospice is completely satisfied that all monies owing have been paid in full.



6.2..5 In the event of default by the buyer, North London Hospice may take one or more of the following actions:

- 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;
- cancel the sale;
- resell the Lot publicly or privately on such terms as North London Hospice shall think fit;

6.3. Shipping and storage

6.3.1. The buyer is responsible for organising delivery or collection of their purchase and Lots must be collected within 7 days of the funds for the full purchase price clearing unless otherwise agreed in writing with North London Hospice.

6.3.2. The purchaser will be responsible for paying the daily storage cost of £250 per day from the 8th day after North London Hospice has received the full purchase price in cleared funds.

6.3.3. Alternatively our delivery partner Bond & Lewis can provide a quote for delivery – please email them at info@bondandlewis.co.uk

6.3.4. A buyer who wishes to collect their sculpture must contact North London Hospice by email at bigfunart@northlondonhospice.co.uk giving details of:

- 1) The name of the individual or company collecting the artwork – and agree a form of identification
- 2) The proposed date of collection

North London Hospice will then agree a date for the collection and send the buyer details of the address and collection time and other pertinent information. All collections are at the new buyer's risk.



7. Other important terms

7.1. 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.

7.2. The contract is between the buyer and North London Hospice and no other person shall have any rights to enforce any of its terms.

7.3. If North London Hospice 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 North London Hospice has waived its rights against the buyer and does not mean the buyer no longer has to comply with those obligations.

7.4. 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.

8. After the auction

8.1. 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 North London Hospice 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 North London Hospice and in those circumstances the buyer will be charged and will pay storage costs and North London Hospice's additional reasonable costs and expenses.