



## Bee in the City Auction

**Wednesday 17 October 2018**

### **Introduction**

The Bee in the City Auction is managed by Wild in Art (WIA) on behalf of The Lord Mayor of Manchester's We Love MCR Charity registered charity number 1066972 (known hereafter as LMC)

The Auctioneer is Hanson Auctioneers.

### **Data Protection**

By registering to bid at the Bee in the City Auction you are consenting to allow Wild in Art and The Lord Mayor of Manchester's Charity Appeal Trust (registered charity number 1066972) to contact you about the Bee in the City Auction and to process your personal data for the purposes of administering the Bee in the City 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 Hansons Auctioneers for the purposes of administering the Bee in the City Auction.

Please see our Privacy Policies below for more information about how we process personal data and how to exercise your privacy rights:

1. [Wild in Art](#)
2. [The Lord Mayor of Manchester's We Love MCR Charity](#)
3. [Hansons Auctioneers](#)

## **Buyer's Guide**

### **1. Introduction**

This Buyer's Guide contains a brief overview of Bee in the City 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**

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

**Auction** A live sale by auction hosted by LMC and managed by WIA

**Bidder** Any person, properly registered and approved by LMC 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** LMC and WIA guarantee that the sculptures sold at the auction are the Bee in the City Sculptures created by artists displayed at the event and sold to raise money for The Lord Mayor of Manchester's We Love MCR 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. Before the Auction**

#### **3.1. Bidder Registration**

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

3.1.2 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 [beeinthecitymcr.co.uk/auction](http://beeinthecitymcr.co.uk/auction)**. If a hard copy is required, please contact [rachel@beeinthecitymcr.co.uk](mailto:rachel@beeinthecitymcr.co.uk).

3.1.3 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 [beeinthecitymcr.co.uk/auction](http://beeinthecitymcr.co.uk/auction). If a hard copy is required, please contact [rachel@beeinthecitymcr.co.uk](mailto:rachel@beeinthecitymcr.co.uk).

3.1.4 Those who wish to bid in the Auction online must register with Hansons Auctioneers at <https://bid.charleshanson.com/m/signup>.

3.1.5. To register as an actual or a virtual 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.

3.1.6. If registering as an organisation, you must provide a certified copy or original certificate of incorporation, or, in the case of unregistered entities, other evidence satisfactory to LMC – contact [rachel@beeinthecitymcr.co.uk](mailto:rachel@beeinthecitymcr.co.uk) for confirmation of what will be acceptable.

3.1.7. If you are registering as an agent to bid on behalf of another party, you must produce the relevant ID documents in 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 a written and signed authority from the third party confirming your authority to bid on their behalf.

#### **3.2. Pre-Auction Viewing**

3.2.1. All the Lots can be previewed at the Farewell Weekend from 12-14 October 2018 at the HSBC UK National Cycling Centre, Stuart Street, Manchester, M11 4DQ.

#### **3.3. Delivery and Collection**

3.3.1. Without any liability, WIA can provide shipping estimates before the Auction; a Bidder

requiring this information should email [rachel@beeinthecitymcr.co.uk](mailto:rachel@beeinthecitymcr.co.uk) including the Lot number and shipping address at least 3 working days before the start of the Auction.

3.3.2. If delivery is requested, invoices for the delivery of sculptures by Wild in Art will be raised by Wild in Art and emailed to the successful buyer the day following the Auction. Invoices for delivery must be paid before delivery takes place.

3.3.3 If the Bidder is based outside the United Kingdom, 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.

3.3.4 WIA will work with any parties who wish to export their sculptures. We will be able to recommend third-party independent freight agents who can advise Bidders on relevant export licensing regulations and may assist with export licence applications. Neither WIA nor its freight agents can guarantee that any licences, permits or consents will be granted. Any Bidder who may require this assistance needs to email [rachel@beeinthecitymcr.co.uk](mailto:rachel@beeinthecitymcr.co.uk) at least 7 days before the Auction.

## **4. At the Auction**

### **4.3. Bidding**

4.3.1. 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.

4.3.2. All bids must be made in English only.

4.3.3. The auctioneer may accept bids from Bidders present in the sale room, via telephone, online or written bids delivered to Hansons Auctioneers before the Auction commences using the Bidder Registration Form at [beeinthecitymcr.co.uk/auction](http://beeinthecitymcr.co.uk/auction).

4.3.4. Telephone Bidders must provide to Hansons Auctioneers – a list of Lots on which they intend to bid at least 24 hours before the start of the Auction.

4.3.5. Written bids will be executed at the lowest possible price.

4.3.6. Online bids shall be made in accordance with and subject to the terms of the online auction platform access provider Hansons Auctioneers.

4.3.7. The Auctioneer may accept or decline bids at his entire discretion.

## **5. After the Auction**

### **5.1. Successful bids**

5.1.1. LMC will raise invoices for each successful Bid on the night of the Auction and these will be given to the successful Bidders by hand. The invoice will show the Hammer Price to be paid, and identify the Lot purchased.

### **5.2. Payment**

5.2.1. Payment is due when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.

5.2.2. Unless agreed in writing with you by LMC, you must pay all the sums to the charity in Pounds Sterling immediately upon winning the Lot and you must ensure that the funds are cleared by the 5<sup>th</sup> working day after the sale. Payment must be in Pounds Sterling and may be made by electronic transfer, debit card, credit card (up to a maximum of £25,000) bankers draft or cash (up to a maximum of £5,000).

5.2.3. 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.

### **5.3. Shipping and storage**

5.3.1. The Buyer is solely 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 other agreed in writing with LMC.

The purchaser will be responsible for paying the daily storage cost of £20 per day from the 8<sup>th</sup> day after LMC has received the full purchase price in cleared funds.

5.3.2 A Buyer who wishes to collect their Sculpture must contact Wild in Art [rachel@beeinthecitymcr.co.uk](mailto:rachel@beeinthecitymcr.co.uk) giving details of

(1) The name of the individual or company collecting the sculpture – and agree a form of identification

(2) The proposed date of collection

Wild in Art will then agree a date for the collection and send to the Buyer details of the address and collection time and other pertinent information.

All collections are at the new Buyers' risk.



## Terms and Conditions

These Terms and Conditions of Sale (“Conditions”) set out the legal relationship between the Buyer and LMC. By registering to bid and participate in this Auction, you will be deemed to have read and agreed to be bound by these Conditions and the accompanying Buyer’s Guide, as set out on [beeinthecitymcr.co.uk/auction](http://beeinthecitymcr.co.uk/auction).

### 1. Interpretation

In the event of any conflict between these Conditions and the Buyer’s Guide, these Conditions shall take precedence.

### 2. Definitions

2.1. See 2.1 of Buyer's Guide.

### 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. The LMC 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 with Wild in Art or the Auctioneers (including providing evidence of identity) in accordance with the Buyer’s Guide see Bidder Registration. Personal information shall be used only in accordance with Condition 7 below.

### 5. At the Auction

5.1. LMC reserves the right to refuse admission and/or participation at the Auction and to reject any bid. Bids may not be accepted from unregistered bidders and all Bidders must be 18 or over.

5.2. All bids must be made in Pounds Sterling. 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 reoffering 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.

5.3. 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) all applicable taxes and any and all shipping charges, storage and other costs). A successful Bidder will be deemed to be the Buyer

unless it has been explicitly agreed in writing with Wild in Art before the start of the Auction that the Bidder is acting as agent on behalf of an identified third party acceptable to Wild in Art (and registered with Wild in Art or the Auction House), and only then will Wild in Art regard that third party as the Buyer. In such circumstances, the Bidder acting as agent confirms that he is authorised to bind the third party and that the Buyer has been made aware of and accepts these Conditions.

5.4. LMC 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 by telephone or online. All such written bids must be made on Bidder Registration Form at

5.5. If LMC via Hansons Auctioneers 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.

5.6. Online bidding at Bee in the City is made available via third party service providers and use of their services and all online bidding is subject to their respective terms of use.

5.7. 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, LMC shall have no liability arising out of or related to any errors or omission in respect thereto.

5.8. By participating in and/or attending the Auction and signing the registration form, each person consents to be filmed and/or photographed and agrees and authorises Wild in Art and LMC 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 LMC's website, Facebook Live, YouTube and other online platforms) and (4) in any other Wild in Art and LMC publications of whatever nature. The participant releases Wild in Art and LMC and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and LMC 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.

5.9. The highest bid accepted by the auctioneer will be the Buyer and the striking of his hammer marks the acceptance of the highest bid 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. LMC will raise invoices for each successful Bid on the night of the Auction and these will be given to the successful Bidders by hand.

6.2. Unless a different arrangement (as set out in condition 5.2.2 of the Buyer's Guide) has been agreed by LMC, payment is due immediately upon receipt of invoice and must be made by the Buyer. Payments from any other source will not be accepted and shall be returned by LMC.

6.3. Title in the Lot will pass to Buyer and the Lot will be made available for collection by the Buyer only when LMC is completely satisfied that all monies owing have been paid in full.

6.4. Payment must be in Pounds Sterling and may be made by electronic transfer, debit card,

credit card (up to a maximum of £25,000) bankers draft or cash (up to a maximum of £5,000). Please quote the Lot number, invoice number and Bidder registration number when making payment to ensure it can be processed as efficiently as possible.

6.5. Credit card payments are only acceptable on the express understanding that the Lot is not returnable, refundable nor exchangeable and no charge card credit or refund may be issued 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.

6.6. The Buyer will not acquire title to the Lot until all amounts due to the LMC from the Buyer have been received by LMC in cleared funds even in circumstances where Wild in Art and LMC has released the Lot to the Buyer.

6.7. In the event of default by the Buyer, LMC may take one or more of the following actions:

6.7.1. 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;

6.7.2. cancel the sale;

6.7.3. resell the Lot publicly or privately on such terms as LMC shall think fit;

6.7.4 take such other action as LMC deem necessary or appropriate. If LMC resells the Lot under condition 7.7.3 above, the Buyer shall be liable for payment of any deficiency between the total amount originally due to LMC 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.

6.8. LMC 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 LMC shall reasonably require. Subject to this, the Buyer shall collect, or have shipped or collected for shipment, purchased Lots within 7 calendar days from the date of the sale unless otherwise agreed between LMC and the Buyer. Lots can be collected in person by appointment only.

6.9. 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, VAT, customs and other fees charged in the Buyer's local jurisdiction. The Buyer understands and agrees that LMC and Wild in Art shall have no obligation or responsibility for any import duties, taxes, VAT, 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 LMC and in those circumstances the Buyer will be charged and will pay storage costs and LMC or Wild in Art's additional reasonable costs and expenses.

6.10. It is the Buyer's responsibility to ensure that any Lot purchased from LMC 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 LMC shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the Lot.

6.11. 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 LMC's payment terms nor LMC's right to charge interest or storage charges on late payment.

## **7. Use of information**

7.1. By registering to bid at the Bee in the City Auction you are consenting to allow Wild in Art and The Lord Mayor of Manchester's Charity Appeal Trust (registered charity number 1066972) to contact you about the Bee in the City Auction and to process your personal data for the purposes of administering the Bee in the City Auction.

7.2. 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 Hansons Auctioneers for the purposes of administering the Bee in the City Auction.

For further details about Privacy Policies for WIA, LMC and Hansons Auctioneers about how we process personal data and how to exercise your privacy rights on Page 1.

## **8. Terms of Guarantee of Authenticity**

8.1. LMC guarantee that the sculptures sold at the auction are the Bee in the City Sculptures created by artists for the purposes of raising money for The Lord Mayor of Manchester's We Love MCR Charity.

8.2. Except as expressly provided in these Conditions LMC 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**

9.1. The copyright in all images, illustrations and written material produced by or for Wild in Art and LMC 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 LMC and shall not be used by the Buyer, nor by anyone else, without Wild in Art and LMC's written consent. Wild in Art and LMC 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**

LMC 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 LMC'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, epidemic or other natural disaster, or failure of public or private telecommunications networks. LMC's 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 LMC and no other person shall have any rights to enforce any of its terms.

11.3. If LMC 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 LMC 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.